

EXHIBIT A

MASTER LICENSE and AGREEMENT

This Agreement (this “Agreement”) is entered into as of _____, 2008, (Effective Date) by and between the Santa Monica Mountains Conservancy, a state agency (“Conservancy”), and the Mountains Recreation and Conservation Authority, a joint powers entity established pursuant to Govt. Code Section 6500 *et seq.* (“MRCA”), with reference to the following facts:

A. In furtherance of the Legislative mandates found in Public Resources Code section 33000 *et seq.* the Conservancy has acquired title by acquisition or donation to thousands of acres of parkland, open space and numerous park buildings. In addition, the Conservancy serves as a repository for open space and trail dedications within its jurisdiction. These properties are described in attachment 1, which attachment from time to time shall be amended when the Conservancy acquires new properties (hereinafter Properties). Many of the Properties are located in remote areas and/or require specialized operation and maintenance. Public Resources Code section 33211.5(a)(2) provides that Conservancy property “may be closed to public use only when fire, mudslide, landslide, or flood dangers pose a substantial risk of injury or loss of life, or when a federal, state, or local disaster or emergency declaration has been made by an authorized person or public agency, or where there is an emergency or potential emergency situation of a temporary nature that involves substantial risk or potential risk to life or property, and which temporary closure or restriction of access is necessary to protect the public health and safety.” Public Resources Code section 33001 provides in relevant part that the “Santa Monica Mountains Zone, as defined in Section 33105, is a unique and valuable economic, environmental, agricultural, scientific, educational, and recreation resource....” The Conservancy has limited staff resources and cannot perform or provide the required operation of and management of the Properties, including, but not limited to: vegetation management and fuel modification; trail construction and maintenance; park design, construction, maintenance, and repair of visitor serving amenities such as park buildings, utilities, park infrastructure, parking lots and kiosks; ranger services; and environmental education and interpretation programs.

B. The MRCA is a local park agency established in 1985, which operates within the jurisdiction of the Conservancy. The MRCA has an experienced park operations staff which includes sworn rangers, trained firefighters, park designers, landscape architects, outdoor education specialists, biologists and ecologists, and construction, maintenance, and fuel modification crews.

C. The Conservancy and the MRCA desire to enter into this Agreement in furtherance of that certain Memorandum of Understanding Regarding Operation and Management of Santa Monica Mountains Conservancy Properties and Exchange of Services, Equipment, and Office Facilities dated May 4, 2004 by and between the Conservancy and MRCA to which this Agreement is attached as Exhibit A.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Conservancy and the MRCA hereby agree as follows:

1. License.

The Conservancy hereby grants to the MRCA a license to enter the Properties for the purpose of performing the operation and management obligations described below at paragraph 4. The authority granted herein includes all permit, event, and visitor serving operations consistent with the policies for permitted uses of land within the state park system.

2. Term and Termination.

The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue for a period of five (5) years, with the option to renew for additional five-year periods conditioned upon mutual consent of the Conservancy and the MRCA in a written agreement. Either party may terminate this Agreement at any time during the Term, with or without cause, upon eighteen months prior written notice to the other party.

3. Consideration.

The consideration is the mutual benefits to each party which include the management obligations to be undertaken by the MRCA, which benefit the public and the Conservancy. The benefits to the MRCA include the grant of access to Properties to operate environmental education programs and provide general benefit to the public in accordance with the objectives of the MRCA as outlined in Sec. 2 of the MRCA Joint Powers Agreement.

4. Management Obligations.

A. The MRCA agrees to undertake the following management obligations as required at the Properties:

1. overall resource management and maintenance of the Properties;
2. vegetation management and fuel modification;
3. trailhead and trail construction and maintenance;
4. construction, maintenance, and repair of visitor serving amenities such as parking lots, restrooms, resource interpretation signage, and kiosks;

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5. trash, dumping, and graffiti removal;
 6. environmental education , including but not limited to operating camp programs, operating nature centers and outdoor classrooms, and interpretation programs; and,
 7. all uses consistent with Public Resources Code section 33211.5(d)
- B. MRCA agrees to undertake the following specific management obligations at each of the listed Conservancy properties:
1. Corral Canyon.
 - a.
 - b. maintain equestrian access in parking lot; and,
 - c. operate all Coastal Commission approved public access programs including over night camping.
 2. Wilacre Park.
 - a. because of the high volume of public use maintain ranger facilities for on site security and emergency response; and,
 - b. provide extra patrol for dog related violations.
 3. Upper Las Virgenes Canyon ,Open Space Preserve in addition to the obligations set forth in that certain non-exclusive license agreement dated November 5, 2003.
 - a. provide specialized resource protection for the known archeological sites, the red-legged frog, and the San Fernando spine flower;
 - b. maintain the Las Virgenes and Victory Blvd. trailheads including existing equestrian facilities; and,
 - c. provide for over night ranger presence in existing structures for on site protection and security of the property, night

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- patrol, emergency response, and to stem vandalism and damage to the protected resources, and the ranch house and other structures;
- d. provide environmental education and interpretation programs on site; and,
 - e. maintain and repair all public access structures and buildings.
4. Red Rock.
- a. provide for over night ranger and/or maintenance staff in existing housing for protection and security of property and structures and emergency response; and,
 - b. maintain and repair all public access structures and buildings.
5. Ramirez Canyon Park.
- a. provide for over-night ranger and/or maintenance staff in existing housing for protection and security of property and structures and emergency response;
 - b. operate and maintain all Coastal Commission approved public access programs including over night camping; and
 - c. maintain and repair all public access structures and buildings.
6. Escondido Canyon.
- a. operate and maintain all trails and Coastal Commission approved public access programs including over night camping.
7. William O. Douglas Outdoor Classroom - Franklin Canyon.
- a. operate and maintain the nature center, auditorium, amphitheater, public restrooms and parking lot; and

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- b. operate public access programs; and,
- 8. Temescal Gateway Park and the Temescal Canyon Conference and Retreat Center.
 - a. provide for over night ranger and/or maintenance staff in existing housing for protection and security of property and structures and emergency response, and to be on-call for over night groups and participants in the outdoor education programs;
 - b. operate year round camping facilities and other events and environmental education programs; and,
 - c. maintain and repair existing cabins, camp store, dining hall, dorms, restrooms, classrooms, and Stewart Hall.
- C. The MRCA further agrees:
 - 1. to not allow, commit or cause to be committed any activities which result in any destruction, misuse, alteration or neglect of the properties;
 - 2. to not erect , or cause or permit to be erected or placed on the properties any structures of a permanent nature without the prior approval of the Executive Director of the Conservancy;
 - 3. to repair any damages caused by its activities on the Properties;
 - 4. payment of all utility fees and charges;
 - 5. follow all security rules and procedures established by the Conservancy;
 - 6. keep secure all gates and fences surrounding the Properties or used to secure the Properties;
 - 7. perform its obligations with due care and diligence consistent with the available funding sources including but not limited to any property or program generated parking fees, event and special use fees, mitigation fees, and fines;

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8. to comply with all statutes, ordinances and laws applicable to the Conservancy;
9. where appropriate provide staffing, including resident caretakers and/or rangers to provide for twenty-four (24) hour on site presence as provided in subparagraph B herein, and program managers, ecologists, environmental education specialists, to meet the obligations of this Agreement; and,
10. whenever a property is identified in this license and agreement, MRCA will comply to the greatest extent feasible with brushing and fuel management requirements.

D The MRCA shall enforce the applicable provisions of the Penal Code, Public Resources Code, MRCA Ordinance, and other laws as required and applicable. In co-operation with other law enforcement and fire suppression agencies the MRCA will provide ranger services which include, but are not limited to:

1. law enforcement patrol services including, but not limited to, the enforcement of laws, rules and regulations at all facilities, open space, park roadways and trails;
2. investigations including, but not limited to, resource violations, criminal enterprises, commercial dumping and encampments;
3. civil investigations including, but not limited to, encroachments, property damage, civil remedies for criminal violations and prohibited commercial use.;
4. resource protection including fire prevention and suppression services including, but not limited to, fire patrol, emergency response, community outreach and fire suppression;
5. film, resource restoration, and event monitoring;
6. assist in environmental education programs;
7. routine removal of trash, illegal dumping and graffiti; and,

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8. emergency services.

5. **Compliance with Laws.**

The MRCA shall not use or cause to be used any part of the Properties for any unlawful conduct or purpose. Further, the MRCA, its agents, employees, contractors and invitees shall comply with all laws and governmental orders, rules or regulations now or hereinafter applicable to the use of the Properties, and furnish satisfactory evidence of such compliance upon request of the Conservancy. The MRCA shall promptly pay and discharge any and all liens arising out of any work done, or suffered or permitted to be done by the MRCA on the properties.

6. **Obligation to Notify Conservancy.**

The MRCA shall notify the Conservancy as soon as possible upon knowledge of any personal injury, property damage or actual or alleged discharge, leakage, spillage or emission of any hazardous materials occurring on or affecting any of the Properties. The term "hazardous materials" as used in this Agreement shall mean any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to any federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter may be in effect.

7. **Assumption of Risk.**

The MRCA shall use the Properties at its own risk and assumes all risk of loss resulting from its use of the Properties as provided herein. The Conservancy makes no representation or warranty concerning hidden, subsurface or latent conditions of the Properties. The Conservancy shall not be liable to the MRCA in any event for the theft, damage or destruction to the personal property of the MRCA, its agents, employees, contractors and invitees.

8. **As Is.**

The MRCA accepts the use of the Properties in its present condition "AS-IS" and "WITH ALL FAULTS" and the MRCA agrees that its use of the Properties shall be at its sole risk.

9. **Liability.**

The MRCA shall defend, indemnify and hold harmless the indemnitees against

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all liability, costs, claims, losses, damages, injuries and expenses (including without limitation any fines, penalties, judgments, litigation costs and reasonable attorneys' fees) which the indemnitees may sustain, incur or become liable for, including, but not limited to, injury to or death of any person, including the employees, agents, contractors, representatives, invitees of the Conservancy or of an indemnitee, and loss of or damage to any property, including the property of the Conservancy or of an indemnitee, arising out of or in any way connected with (a) the use of the Properties by, and the acts or omissions on or concerning the Properties of, the MRCA or the MRCA's employees, agents, contractors and invitees; (b) any breach by the MRCA of the terms, covenants or conditions of this Agreement, regardless in all cases whether or not such liability, costs, claims, losses, damages, injury and expenses shall have been caused or contributed to by the passive, active or concurrent negligence, or alleged negligence of the indemnitees, unless such liability costs, claims, losses, damages, injuries or expenses are proximately caused by the sole negligence or willful misconduct of any indemnitee.

The term "indemnitee" or "indemnitees" as used in this Agreement shall collectively mean the Conservancy, its Governing Board, executive director, and employees.

11. Insurance

The MRCA shall maintain at its sole cost and expense the following insurance coverage: commercial general liability insurance covering claims for personal, bodily injury and property damage occurring on, in or about the Properties, with limits of at least \$2,000,000 combined single limit per occurrence; automobile liability insurance with limits not less \$1,000,000 per loss single limit per occurrence of loss or damage; and, worker's compensation insurance.

12. Transfer.

The MRCA shall not sell, assign, transfer or sublet this Agreement or any interest herein to anyone without the prior written consent of the Conservancy, except that it may let and or permit on a temporary basis (not to exceed 12 months) structures and facilities, which consent may be withheld in the Conservancy's sole and absolute discretion, and any attempt to do so without such written consent shall be void and of no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, and successors.

13. Legal Title.

No legal title or leasehold interest in the Properties shall be deemed or construed to have been created or vested in the MRCA by anything contained in this Agreement.

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14. Notices.

Any notice, election, payment, report or other correspondence required or permitted under this Agreement shall be given in writing and shall be either personally delivered or sent by certified or registered United States Mail with any necessary postage and charges prepaid, and addressed as follows:

If to Conservancy:

Santa Monica Mountains Conservancy
Ramirez Canyon Park
5750 Ramirez Canyon Road
Malibu, California 90265
Attention: Executive Director
Fax: (310) 589-3207

If to MRCA:

Mountains Recreation and Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, California 90065
Attention: Assistant Financial Officer
Fax: (323) 221-9934

Any notice or other correspondence given hereunder shall be deemed given only when received by the party to whom such notice is directed. If such correspondence is sent by certified or registered United States Mail, and if such correspondence is returned without receipt thereof having been acknowledged by the addressee's signature, then it shall be deemed to have been received on the date a United States mailman first attempted delivery of the document in question. Any party hereto may change its address for receiving notice at any time by giving written notice of the change to the other party to this Agreement.

15. Miscellaneous.

- A. No amendment of this Agreement, or any other agreement or representation concerning the Premises shall be binding on any party to this Agreement, unless and until it is approved in writing by all parties hereto. No covenant or term of this Agreement shall be waived except with the express written consent of the waiving party whose forbearance or indulgence in any regard shall not constitute a waiver of such covenant or term. Failure to exercise any right in one or more instances shall not be

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construed as a waiver of the right to strict performance or as an amendment to this Agreement.

- B. This Agreement shall be governed by the laws of the State of California.
- C. No waiver of any term of this Agreement will be considered a waiver of any other term, whether or not similar, nor will any waiver be considered a continuing waiver. No waiver will binding unless in writing and signed by the party making the waiver.
- D. The parties do not intend by any provision of this Agreement to confer any right, remedy or benefit (express or implied) upon any third party and no such third party shall be entitled to enforce or otherwise shall acquire any, right remedy or benefit by reason of any provision of this Agreement.
- E. If any legal action is brought by any party to enforce any provision of this Agreement or is based upon any matter arising out of or related in any way to this Agreement, then the prevailing party will be entitled to recover from the other party reasonable attorney's fees, court costs and all expenses of litigation, whether or not authorized by statute as costs, in such amounts as will be allowed by the court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein above written.

CONSERVANCY:

By: _____
Its: _____

MRCA:

By: _____
Its: _____