

**Attachment  
MRCA Item V(h)  
May 2, 2007**

Materials prepared by: C. McLane, 4/26/07

**MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT  
BY AND BETWEEN  
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
AND CITY OF COMPTON**

This Memorandum of Understanding and Cooperative Agreement ("Agreement") is entered into this \_\_\_\_\_ day of May, 2007, by and between **Mountains Recreation and Conservation Authority**, a public entity ("MRCA") and **City of Compton**, a municipal corporation of the state of California ("City"), for the purpose of developing, designing, constructing and maintaining recreation and open spaces along the Compton Creek.

**RECITALS**

1. MRCA is a public entity of the State of California exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District and the Rancho Simi Recreation Park District, pursuant to Section 6500 et. Seq. of the California Government Code.
2. City was incorporated in 1888 as a charter city within the State of California.
3. MRCA and City desire to work together to obtain funding and to develop, design, construct and maintain recreation and open spaces along the Compton Creek on land presently or in the future owned by the City.
4. This Agreement sets forth the duties and responsibilities of MRCA and City relative to their role in the development, construction, design and maintenance of recreation and open spaces.

This Agreement is entered into and subject to the following terms and conditions and the above referenced recitals, which are incorporated by reference below.

**SECTION 1: OVERVIEW OF PROJECT**

- 1.0 MRCA has been awarded Proposition A grant funds from the Los Angeles County Regional Park and Open Space District ("Open Space District") for the purpose of park and open space development along the Los Angeles River and its tributaries, including Compton Creek. The parties seek to work together in accordance with this Agreement.

**SECTION 2: DUTIES AND RESPONSIBILITIES OF PARTIES**

- 2.0 **MRCA.** MRCA shall retain full management responsibility for grant management and the development, design and construction of the recreation and open spaces. MRCA shall develop the project plan for the project(s) which includes design input, shall prepare and administer the budget for the project(s), shall prepare the time line for construction and shall oversee the expenditure of

**Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation  
And Conservation Authority and City of Compton**

funds. After good faith consultation and reasonable approval of City, MRCA shall develop, design and construct the project(s) components that may include, but not limited to: planting, installation of hardscapes such as benches, drinking fountains, signage, and other site amenities. MRCA will assume the responsibility of the landscaping services required for the areas covered by this Agreement.

- 2.1 **City.** Once constructed, City will provide on-going maintenance of the project(s) including regular trash removal, maintenance of irrigation systems, graffiti removal, and plant replacement. City will acquire any necessary permits, acquisitions, leases, easements and maintenance agreements in order to perform the work. City will maintain the land as recreation and open spaces for a period of twenty years.

**SECTION 3: FUNDING**

- 3.0 The Open Space District has awarded grants to the MRCA for the purpose of acquisition, development, improvement and restoration of lands along Compton Creek. The MRCA shall be responsible for obtaining cash reimbursements from the Open Space District for the project(s) covered by this Agreement.
- 3.1 All expenditures related to the design and construction of the recreation and open spaces will be consistent with the grant requirements set forth by the Open Space District.
- 3.2 Each party shall maintain accounting records related to this Agreement for a period of five years after the expiration or prior termination of this Agreement.

**SECTION 4: TERM**

- 4.0 This Agreement shall commence on May 1, 2007 and, except as provided in paragraphs 2.0 and 2.1, will terminate on either (i) April 30, 2010, or (ii) the date set by mutual written agreement of the parties, whichever occurs first.
- 4.1 Unless terminated sooner as provided herein, at the option of the parties, this Agreement may be renewed/extended for up to two successive periods not to exceed one year each. Any such renewal/extension shall be by mutual written agreement of the parties.
- 4.2 This Agreement may be terminated at any time, with or without cause, upon 30 days written notice to the other party hereto.

**SECTION 5: GENERAL PROVISIONS**

- 5.0 No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.

**Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation  
And Conservation Authority and City of Compton**

- 5.1 If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and court costs in such amount as shall be allowed by the court.
- 5.2 The parties agree to execute such additional documents as are necessary to carry out the provisions of this Agreement.
- 5.3 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.
- 5.4 This Agreement shall be governed by laws of the State of California.
- 5.5 Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision be deemed unenforceable, the balance of the Agreement shall remain in full force and effect.
- 5.6 This Agreement may be amended, by mutual consent of the parties, to include but not be limited to additional projects to this scope. Any amendment to this Agreement must be in writing and signed by authorized representatives of the parties hereto.
- 5.7 MRCA and City shall act in an independent capacity and not as officials, officers, employees, agents or volunteers of the other party.

**SECTION 6: HOLD HARMLESS; INDEMNITY**

- 6.0 Except for City's negligence and/or breach of express warranties, MRCA shall indemnify, protect, defend and hold harmless City and its officials, officers, employees, agents and volunteers from and against any and all claims, losses, including Workers' Compensation claims, damages, costs, liens, judgments, penalties, permits, reasonable attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or dealing with any act, omission or neglect of MRCA, its officials, officers, employees, agents or contractors which related to MRCA's obligations under this Agreement.
- 6.1 Except for MRCA's negligence and/or breach of express warranties, City shall indemnify, protect, defend and hold harmless MRCA and its officials, officers, employees, agents and volunteers from and against any and all claims, losses, including Workers' Compensation claims, damages, costs, liens, judgments, penalties, permits, reasonable attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or dealing with any act, omission or neglect of City, its officials, officers, employees, agents or contractors which related to City's obligations under this Agreement.

**SECTION 7: COMMUNICATIONS REGARDING THRID PARTIES**

- 7.0 MRCA and City will jointly review all press releases, signs and other public relations materials relating to the recreation and open spaces project(s) carried out under this Agreement to ensure they adequately and accurately identify MRCA, City and the Open Space District with respect to their role in the development of the recreation and open spaces project(s).

**SECTION 8: NOTICES**

- 8.0 All notices required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

**Mountains Recreation and Conservation Authority  
570 West Avenue 26, Suite 100  
Los Angeles, California 90065  
Attention:**

**City of Compton  
205 South Willowbrook Avenue  
Compton, California 90220  
Attention: City Manager**

**Copy to: City of Compton  
205 South Willowbrook Avenue  
Compton, California 90220  
Attention: General Manager,  
Compton Municipal Water Department**

Or to any such other address as the parties may in writing, from time to time. All mailed notices shall be deemed received three days after being deposited in the U.S. mail.

**FOR THE MOUNTAINS RECREATION  
AND CONSERVATION AUTHORITY:**

By \_\_\_\_\_  
**Cara McLane  
Deputy Chief of Natural Resources  
And Planning Contracts Officer**

Dated: \_\_\_\_\_

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**FOR CITY OF COMPTON:**

**Recommended for Approval:**

**Dated:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Barbara Kilroy, City Manager**

**Approved as to form:  
Legrand H. Clegg II, city Attorney**

**By** \_\_\_\_\_  
**Deputy City Attorney**

**Dated:** \_\_\_\_\_

**ATTEST:**

**Dated:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Alita Godwin, City Clerk**