

**REIMBURSEMENT AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR
BALLONA CREEK TRAIL AND BIKE PATH ENHANCEMENT PROJECT**

This Reimbursement Agreement and Memorandum of Understanding (the "Agreement") for the Ballona Creek Trail and Bike Path Enhancement Project is made and entered into as of _____ by and between the City of Culver City ("City"), a municipal corporation, and the Mountains Recreation and Conservation Authority ("MRCA").

RECITALS:

- A. City is a municipal corporation incorporated under the laws of the State of California.
- B. MRCA, a local agency established pursuant to California Government Code Section 6500, et seq.
- C. MRCA has been awarded a grant from the California River Parkways Grant Program (Proposition 50) from the State of California – The Resources Agency for the purpose of installing way-finding signs and a coordinated system of interpretive exhibits along the length of the Ballona Creek bike path and striping of portions of the bike path within the City of Culver City (the "Project").
- D. MRCA and City desire to work together to implement both the signage and striping portions of this Project. This Agreement sets forth the duties and responsibilities of the MRCA and City relative to their role in the implementation of the Project.
- E. The County of Los Angeles Department of Public Works ("County") will implement the striping portion of the Project, as more particularly described in Attachment A, pursuant to a City Service Request Dated October 14, 2010.
- F. The parties desire to enter into this Agreement to provide a means for MRCA to pay up to \$11,000.00 in funds to City, as reimbursement for work performed by County and paid for by City to implement the Project.
- G. The MRCA and City will work together to design three (3) interpretive signs and agree on the designs of the wayfinding and directional signage.
- H. MRCA and City agree that MRCA will develop, design and install the wayfinding, directional and interpretive signs for installation as part of the City's "Ballona Creek Bikeway and Landscape Project, P-900" adjacent to Overland Avenue under the City's permit issued by the County to construct the P-900 Project.
- I. City's financial contribution to the Project includes only City staff time costs incurred by City for the implementation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises as herein provided, City and MRCA do hereby agree as follows:

1.0 OVERVIEW OF PROJECT

MRCA has been awarded Proposition 50 grant funds for the Project. The parties seek to work together in accordance with this Agreement to contract with the County to install signage and striping along portions of the bike path from Sepulveda Boulevard to National Boulevard within the City of Culver City in two phases:

- Phase I: The initial phase of the Project involves striping the portion of the bike path from Sepulveda Boulevard East to the National Boulevard terminus, excluding the segment between Overland Avenue and the Pedestrian Bridge to the West, due to existing construction work on the City's Ballona Creek Bikeway and Landscape Project; and
- Phase II: The second phase of the Project involves striping and signing the excluded portion of bike path (between Overland Avenue and the Pedestrian Bridge) by the County after the construction work is complete on the "Ballona Creek Bikeway and Landscape Project, P-900" in April 2011.

2.0 DUTIES AND RESPONSIBILITIES OF THE PARTIES.

A. MRCA shall:

1. Acquire any necessary permits in order to complete the Project.
2. Provide on-going re-striping of faded areas within Culver City for a period of 20 years. This work excludes graffiti removal, sweeping, patch work on cracks and pot holes, or any other maintenance-type function on the bike path which is currently and shall remain the responsibility of the City.
3. Maintain all records, including accounting records, related to the Project for a period of five years after expiration or prior termination of this Agreement.

B. City shall:

1. Work in partnership with MRCA and expedite any City agreements, permits and approvals, including, but not limited to those related to design and implementation without impacting any requirements of MRCA contained elsewhere in this Agreement or impacting the need for MRCA to meet any standard permit requirements.
2. Provide on-going maintenance of the directional, wayfinding and 3 interpretive signs, including graffiti removal, installed as a part of the City's "Ballona Creek Bikeway and Landscape Project, P-900" as specified on the attached drawings as more particularly described in Attachment B.
3. Provide MRCA with approval or disapproval of any requested changes in work within five days of receipt of a written request from MRCA.

3.0 FUNDING

- A. MRCA shall reimburse City in an amount not-to-exceed \$11,000 for all Project costs invoiced to City by County for implementation of the Project. City shall submit to MRCA documentation evidencing payment to County for Project work; and MRCA shall submit payment to City within 60 days of MRCA's receipt of such documentation.
- B. All expenditures related to the development, design and construction of the Project will be consistent with the grant requirements set forth by the California River Parkways Grant Program. The parties acknowledge that funding for the construction for the Project will be available only until May 2011 and therefore construction must be completed within that timeframe.

4.0 TERM OF THE AGREEMENT

This Agreement shall become effective upon the date first referenced above and shall remain in full force and effect until MRCA fulfills its funding commitment set forth in this Agreement. Except that MRCA's obligation to maintain the Project-related maintenance as provided in Section 2.A.2., and records as provided in Section 2.A.3. hereinabove shall survive the expiration of the term of this Agreement.

5.0 INDEMNIFICATION

Except for the active negligence or willful misconduct of City and any of its boards, officers, agents, employees, assigns, and successors in interest, MRCA undertakes and agrees to defend, indemnify, and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including MRCA's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions by MRCA or its employees and agents in connection with its activities under this Agreement.

Except for the active negligence or willful misconduct of MRCA and any of its boards, officers, agents, employees, assigns, and successors in interest, City undertakes and agrees to defend, indemnify, and hold harmless MRCA and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including City's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions by City or its employees and agents in connection with its activities under this Agreement.

6.0 INCORPORATION OF ATTACHMENT

The following Attachments are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth in this Agreement at length, except where certain portions of the specific Attachment have been deleted or superseded by other Sections of this Agreement.

Attachment A: Ballona Creek Bike Path Striping and Signage Project Plans, Approved October 25, 2010

Attachment B: "Ballona Creek Bikeway and Landscape Project, P-900" Notated Plan excerpt, dated March 10, 2011

7.0 AMENDMENT TO AGREEMENT

This Agreement may only be amended in writing upon mutual consent of both parties.

8.0 COMMUNICATIONS REGARDING THIRD PARTIES

MRCA and City will jointly review all press releases, signs, and other public relations materials relating to the Project or carried out under this agreement to ensure they adequately and accurately identify both MRCA and City with respect to their respective roles in connection with the development of the Project.

9.0 NOTICES

All notices and billing invoices that are 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 at:

Mountains Recreation and Conservation Authority
Los Angeles River Center & Gardens
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Attention: Janet Liu, Finance Division

City of Culver City at:

City of Culver City
9770 Culver Blvd.
Culver City, CA. 90232
Attention: Charles D. Herbertson, Public Works Director/City Engineer

With a copy to:

City of Culver City
9770 Culver Blvd.
Culver City, CA. 90232
Attention: John Rivera, Senior Management Analyst

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

10.0 ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or further subcontracted without the prior written permission of the City and MRCA. Any assignment or subcontract without the prior written permission of the City and MRCA shall be voidable and shall, at the option of the City or MRCA, terminate the Agreement.

11.0 OTHER TERMS AND CONDITIONS

- A. This Agreement constitutes the full and complete understanding between the parties.
- B. This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- C. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

Made and entered into on the date first above written, this Agreement is hereby executed.

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

By _____
Lisa Soghor
Deputy Executive Officer

Date: _____

CITY OF CULVER CITY:

By _____
John Nachbar
City Manager

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Charles D. Herbertson
Public Works Director/City Engineer

Carol A. Schwab
City Attorney

ATTACHMENT A

BALLONA CREEK BIKE PATH STRIPING AND SIGNAGE PROJECT PLANS
Approved October 25, 2010

MRCA
Agenda Item VII
4/6/11

ATTACHMENT B

**BALLONA CREEK BIKEWAY AND LANDSCAPE PROJECT, P-900 Notated Plan
Excerpt, March 10, 2011**