

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
AND THE UNIVERSITY OF CALIFORNIA, LOS ANGELES**

This Memorandum of Understanding and Cooperative Agreement (“MOU”) is entered into this _____ day of _____, 2010 (“Effective Date”), by and between the Mountains Recreation and Conservation Authority, a local agency exercising joint powers authority of the Santa Monica Mountains Conservancy and Conejo and Rancho Simi Recreation & Park Districts (“MRCA”), and the Regents of the University of California, on behalf of its Los Angeles campus (“UCLA”) (MRCA and UCLA, hereinafter collectively referred to as “Parties”), for the purpose of promoting cooperative environmental and biological research intended to improve conservation, preservation and restoration of the habitat within the Santa Monica Mountains and adjacent region

RECITALS

1. MRCA is an agency exercising joint powers of the Santa Monica Mountains Conservancy and the Conejo and Rancho Simi Recreation and Park Districts.
2. UCLA is a public research university and part of the University of California system, established in 1919.
3. UCLA is establishing the UCLA La Kretz Center for California Conservation Science (“Center”) in the Santa Monica Mountains region to be directed by the UCLA Institute of the Environment with collaboration by the UCLA Stunt Ranch Reserve and desires to foster greater interaction between UCLA and agencies responsible for public land conservation including the MRCA, National Park Service and the California Department of Parks and Recreation (the “Park Agencies”).
4. This MOU is intended to outline the nature of the relationship between the Parties and the mutual obligations and responsibilities thereof.

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

Section 1: Terms of Understanding.

- 1.1 The MRCA and UCLA agree that each will receive mutual benefits through the implementation of this MOU.

Section 2: Santa Monica Mountains Cooperative Research

- 2.1 UCLA will pursue collaboration and full consultation of the Park Agencies to develop a Santa Monica Mountains Cooperative Research Program (“Program”) to identify, prioritize, and coordinate research activities within the Park’s lands appropriate to address resource, conservation and land management needs in the Santa Monica Mountains and adjacent regions.
- 2.2 UCLA will promote the formation of a Santa Monica Mountains Park Science Advisory Committee (“Committee”), which shall review and develop protocols to address topics related to research priorities identified by the Program, and to the issuing of research permits.
- 2.3 UCLA will participate on the Committee and agrees that membership of the Committee should include one appointee from each of the three Park Agencies. UCLA agrees that each member should have an advanced degree in biological, conservation, or environmental science, or other appropriate field.
- 2.4 UCLA will establish the UCLA La Kretz Center for California Conservation Science (“Center”) that will house UCLA staff and work to focus research, educational and outreach activities in the Santa Monica Mountains and adjacent regions, and actively work to encourage UCLA research on research priorities as determined by the Program and Committee, pursuant to Sections 2.1 and 2.2 above.
- 2.5 UCLA agrees to assist MRCA in orientation and training activities and other professional consultation when feasible and appropriate.
- 2.6 UCLA agrees to provide access to MRCA of research results and other available natural resource data and information relevant to resources management and interpretive programs as available, appropriate and feasible, and to offer professional consultation with MRCA staff as appropriate.
- 2.9 UCLA understands that MRCA proposes to develop a nature and/or education center at King Gillette Ranch. Development of the center will be the subject of a

grant application for Proposition 84 funding that will be made to California Department of Parks and Recreation by MRCA. UCLA is supportive of said development of such a nature center.

- 2.10 MRCA agrees to cooperate with UCLA in development of the Program and Committee and other efforts to identify, prioritize and coordinate research activities appropriate to address resource and land management needs in the Santa Monica Mountains and adjacent regions.
- 2.11 MRCA agrees to provide the services of its science staff in professional consultation as requested and as feasible.
- 2.12 MRCA agrees to provide UCLA with research results and other available natural resource data and information relevant to resource management and interpretive programs as available, appropriate and feasible.
- 2.13 MRCA agrees to permit and encourage UCLA scientists, students, and UCLA - affiliated researchers to work within MRCA lands, subject to appropriate permitting, and to review permit requests and issue approved permits in an expeditious, mutually agreed upon process.
- 2.14 MRCA agrees to help facilitate Center conferences, workshops, and other special activities using available meeting, reception, dining and dormitory facilities at King Gillette Ranch at appropriate rates.

Section 3: Term.

- 3.1 This MOU shall commence on the Effective Date and remain in effect for three years thereafter or terminate on the dissolution or discontinuation of the Center, or by written notification from either of the Parties hereto.
- 3.2 Parties may renew or extend the term of this MOU upon mutual written consent.

Section 4: General Provisions.

- 4.1 No provision of this MOU is intended to give rise to any right by any third party or entity not a party to this MOU or any provision of this MOU.
- 4.2 The Parties agree to execute any additional documents deemed necessary by both Parties to carry out the provisions of this MOU.

- 4.3 No waiver of any provision of this MOU shall be deemed to constitute a waiver of any other provision.
- 4.4 This MOU shall be governed by the laws of the State of California.
- 4.5 Each provision of this MOU is severable from any and all other provisions. Should any provision be deemed unenforceable by a court of law, the remaining provisions shall remain in full force and effect.
- 4.6 This MOU may be amended only by mutual written consent of the Parties by authorized representatives.
- 4.7 UCLA and MRCA agree and acknowledge that each is working in an independent capacity and not as an officer, employee, agent, consultant, contractor or volunteer of the other.

Section 5: Hold Harmless and Indemnity.

- 5.1 MRCA shall indemnify, protect, defend, and hold harmless UCLA and its officials, officers, employees, agents, and volunteers from and against any and all claims, losses, 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 related to MRCA's obligations under this MOU. The forgoing obligation to indemnify, protect, defend, and hold harmless UCLA shall be only in proportion and to the extent of the acts or omissions of MRCA or its officials, officers, employees, agents or contractors.
- 5.2 UCLA shall indemnify, protect, defend, and hold harmless MRCA, its related entities (including the Santa Monica Mountains Conservancy, the Rancho Simi Recreation and Park District, and the Conejo Recreation and Park District), the Park Agencies and the officials, officers, employees, agents, and volunteers thereof from and against any and all claims, losses, 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 UCLA, its officials, officers, employees, or agents related to UCLA's obligations under this MOU. The forgoing obligation to indemnify, protect, defend, and hold harmless MRCA and its related entities shall be only in proportion and to the extent of the acts or omissions of UCLA or its officers, agents or employees.

- 5.3 MRCA and UCLA agree to maintain at its own cost and expense a policy or policies of insurance or a comparable self insured program, covering general liability, property, business auto and workers' compensation exposures.

Section 6: Communications.

- 6.1 MRCA and UCLA will not unilaterally publish without review by the other party any press releases, signs and other public relations materials that refer to either entity or employee (by name or by title) related to the MOU or the Program.

Section 7: Notices.

- 7.1 Any notice to be given hereunder to either Party shall be deemed given or delivered upon personal delivery to the recipient or on the next business day after deposit with Federal Express (or another recognized delivery service) or two days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid and addressed as follows:

If to MRCA:

Joseph T. Edmiston
Executive Officer
5810 Ramirez Canyon
Malibu, CA 90265

With a copy to:

Lisa Soghor
Deputy Executive Officer
570 West Avenue 26, Suite 100
Los Angeles, California 90065
323-221-9944 ext.105
323-221-8937 (fax)

If to UCLA:

Roberto Peccei
Vice Chancellor for Research
UCLA Office of the Chancellor
450 Hilgard Ave
Los Angeles, CA 90024

With a copy to:

Victoria Sork
Dean of Life Sciences
UCLA College of Letters and Sciences
450 Hilgard Ave
Los Angeles, CA 90024

Glen MacDonald
Director, UCLA Institute of the Environment
La Kretz Hall
Los Angeles, CA 90024

Or to any other such address the Parties may, in writing, designate.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above:

MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY

By: _____

Dated: _____

Title: _____

UCLA

By: Roberto Peccei

Dated: _____

Title: Vice Chancellor for Research