

**MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
AND BALDWIN HILLS REGIONAL CONSERVATION AUTHORITY**

This Memorandum of Understanding and Cooperative Agreement ("Agreement") is entered into this _____ day of November, 2012, by and between **Mountains Recreation and Conservation Authority**, a public entity ("MRCA"), and **Baldwin Hills Regional Conservation Authority**, another public entity ("BHRCA") for the purpose of developing, designing, constructing and maintaining a recreation and open space at Milton Street Park (the "Site").

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. BHRCA is a public entity of the State of California exercising joint powers of the Santa Monica Mountains Conservancy and the County of Los Angeles.
3. MRCA and BHRCA desire to work together to develop, design, construct and maintain recreation and open space at the Site.
4. This Agreement sets forth the duties and responsibilities of MRCA and BHRCA relative to their role in the development, construction, design and maintenance of recreation and open space at the Site.

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"), Proposition 84 grant funds from the Baldwin Hills Conservancy, Proposition 84 grant funds from the Santa Monica Bay Restoration Commission, State Coastal Conservancy, and other granting agencies for the purpose of park and open space development along the Ballona Creek for the Milton Street Park and Green Street improvements. The parties seek to work together in accordance with this Agreement to develop, design, construct and maintain recreation and open space at the Site (the "Project"). The Site is identified in Exhibit "A" attached hereto.

SECTION 2: DUTIES AND RESPONSIBILITIES OF PARTIES

- 2.0 **MRCA.** MRCA shall retain full management responsibility for grant management, and shall cooperate with BHRCA in the development, design and construction of the recreation and open space at the Site. MRCA shall develop the project plan for the Project which includes design input, shall prepare and administer the budget for the Project, shall prepare the time line for construction and shall oversee the expenditure of funds. After good faith consultation and reasonable approval by BHRCA, MRCA shall develop, design and construct the project components that may include, but not limited to: fencing, planting, installation of hardscapes such as benches, drinking fountains, signage, and other site amenities. MRCA will develop fencing, gates, and other safety measures in conjunction with BHRCA. Once constructed, MRCA will provide on-going maintenance of the Site including regular trash removal, maintenance of landscaping and irrigation systems, and graffiti removal for a period of twenty years after project completion. MRCA shall contract with the Los Angeles Conservation Corps and they shall employ local youth when possible. MRCA will acquire any necessary permits in order to perform the work required for the Project.
- 2.1 **BHRCA.** BHRCA will provide input on the Project regarding construction specifications during design development for any fencing, planting, installation of hardscape, such as benches, drinking fountains, signage and other amenities. BHRCA will assist MRCA in securing all necessary permits, easements and maintenance agreements in order to perform construction of the Project. BHRCA is responsible for the cost of all on-going utilities. BHRCA will take any necessary steps to ensure that the Site remains zoned and designated recreation and open space, consistent with the Open Space District, Baldwin Hills Conservancy and other agency grant funding requirements, in the public's interest for a period of twenty years after project completion. Project completion shall be defined as no later than the filing of the Notice of Completion.

Public access to the park area at the Site shall be from sunrise to sunset and shall be permitted in a manner acceptable to the Open Space District, Baldwin Hills Conservancy and other granting agencies and consistent with the mandates of the California Penal Code, as applicable.

SECTION 3: FUNDING

- 3.0 The Open Space District, Baldwin Hills Conservancy, State Coastal Conservancy, and the Santa Monica Bay Restoration Commission have awarded grants to the MRCA for the purpose of development, improvement and restoration of Milton Street Park land along Ballona Creek. The MRCA shall be responsible for obtaining cash reimbursements from the Open Space District, Baldwin Hills

Conservancy and other granting agencies for the Project covered by this Agreement.

- 3.1 All expenditures related to the design and construction of the recreation and open spaces at the Site will be consistent with the grant requirements set forth by the Open Space District, Baldwin Hills Conservancy, and other granting agencies.
- 3.2 BHRCA will permit MRCA to apply for additional grant funds for the Project, if needed.
- 3.3 Each party shall maintain accounting records related to this Agreement for a period of five years after the expiration or termination of this Agreement.

SECTION 4: TERM

- 4.0 The Construction Phase of this Agreement shall commence in 2013 and, except as provided in paragraphs 4.1, 4.2, and 4.3, will terminate either (i) once construction activities conclude, or (ii) the date set by mutual written agreement of the parties, whichever occurs first.
- 4.1 The Maintenance and Operations Phase of this Agreement shall commence upon Substantial Completion of the Construction Phase and will terminate or be renegotiated after a period of 20 years.
- 4.2 Unless terminated sooner as provided herein, at the option of the parties, this Agreement may be renewed/extended for up to two successive years. Any such renewal/extension shall be by mutual written agreement of the parties.
- 4.3 This Agreement may be terminated with cause, upon 30 days written notice given by any party to this Agreement 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.
- 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, in compliance with granting agency requirements, 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 BHRCA 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 MRCA shall indemnify, protect, defend and hold harmless BHRCA 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 BHRCA, its officials, officers, employees, agents or contractors which related to BHRCA's obligations under this agreement.
- 6.1 BHRCA 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 MRCA, its officials, officers, employees, agents or contractors which related to MRCA's obligations under this Agreement.

SECTION 7: COMMUNICATIONS REGARDING THIRD PARTIES

- 7.0 MRCA and BHRCA will jointly review all press releases, signs and other public relations materials relating to the Project carried out under this Agreement to ensure they adequately and accurately identify MRCA, BHRCA, Open Space District, Baldwin Hills Conservancy and any other granting agencies with respect to their role in the development of the recreation and open spaces project.

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: Cara Meyer, Contracts Officer**

**Baldwin Hills Regional Conservation Authority
866 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012
Attention: Supervisor Mark Ridley-Thomas, Chairperson**

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 _____

Dated: _____

Title _____

**FOR BALDWIN HILLS REGIONAL
CONSERVATION AUTHORITY:**

By _____

Dated: _____

Title _____