

MANAGEMENT AND MAINTENANCE AGREEMENT

THIS MANAGEMENT AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into as of _____, 2014, by and between **COMMUNITY CONSERVATION SOLUTIONS (“CCS”)**, with its principal place of business at 2554 Lincoln Boulevard, Suite 223, Los Angeles, California 90291, and **MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (“MRCA”)**, with its principal place of business at 570 West Avenue 26, Suite 100, Los Angeles, California 90065.

RECITALS

WHEREAS, CCS submitted applications(collectively, the “Project Applications”) for grant funds to the State of California’s Department of Transportation and Natural Resources Agency for an Environmental Enhancement and Mitigation Program and River Parkways Grant Program project authorized under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) ; the Santa Monica Mountains Conservancy for a river greenway project authorized under the California Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002; and the County of Los Angeles Regional Park and Open Space District for a river greenway project authorized under Los Angeles County Safe Neighborhood Parks Proposition of 1996; and

WHEREAS, the State of California, acting by and through its Natural Resources Agency and Department of Transportation, the County of Los Angeles acting through its Regional Park and Open Space District, and the Santa Monica Mountains Conservancy (hereafter the “State and County”), have each approved allocations to CCS of grant funds for a Los Angeles River Greenway Trail and Tree-Planting Project (the “Project”); and

WHEREAS, CCS and MRCA entered into that certain Management and Maintenance Agreement (“Original Agreement”), dated as of May 25, 2012, which transferred to MRCA the operations, management and maintenance responsibilities of the Project in accordance with the State Agreement entered into by CCS with the California Department of Transportation, a copy of which is attached hereto as Exhibit A; and

WHEREAS, in order to receive the additional grant funds for the Project, CCS entered into additional Agreements with the California Natural Resources Agency, the Santa Monica Mountains Conservancy and the Los Angeles County Regional Park and Open Space District after the execution of the Original Agreement; and

WHEREAS, in order to ensure consistency with the obligations to operate, manage, and maintain the Project under each of the State and County Agreements applicable to the Project, copies of which are attached hereto as Exhibit B, Exhibit C, and Exhibit D, respectively, CCS and MRCA have authorized the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCS and MRCA hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing Recitals are hereby incorporated by reference herein and made a substantive part hereof.

2. Management and Maintenance. CCS hereby transfers to MRCA, and MRCA hereby accepts such transfer, the responsibility of operating, managing, and maintaining into the future all property acquired, developed, rehabilitated, or restored with grant funds transferred by the State and County, to the extent required by the State and County through their respective agreements. MRCA may further assign or transfer these operation, management, and maintenance responsibilities for the Project with the prior approval of the State and County; provided that under no circumstances will CCS be deemed responsible for managing or maintaining the property acquired, developed, rehabilitated, or restored with grant funds transferred through the State and County Agreements.

3. Performance to Satisfaction of the State and County. MRCA agrees to perform all operations, management and maintenance responsibilities in accordance with the Project Applications and the State and County Agreements, subject to the reasonable satisfaction of the State and County. If the property is not managed and maintained consistent with the Project Applications and the State and County Agreements, MRCA or its successors in interest, at the discretion of the State and within 45 days after receiving notice by the State, shall reimburse the State an amount at least equal to the amount of the State's funding participation in the Project, together with all accrued interest at State Treasurer's pooled money investment account.

4. Compliance with Law. All services rendered hereunder shall be performed by MRCA or those under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized by or permitted under State or local law to perform such services.

5. Familiarity with Work. By executing this Agreement, MRCA represents and warrants to CCS that:

(a) MRCA has considered how the operations, management, and maintenance of the property should be performed;

(b) MRCA agrees to the terms required to be incorporated into this Agreement, and to the legal obligations that CCS has assumed in connection with the operations and maintenance of the Project, under the State and County Agreements (each of which is attached hereto as Exhibits B, C, and D, respectively, and incorporated herein by this reference), including, but not limited to, Articles VII, IX, X, and XII.1 of the Department of Transportation Agreement and Exhibit B thereto; Sections F.2 and H.2 of the Natural Resources Agency Agreement; and Sections G.1 and J.2 of the Los Angeles County Regional Park and Open Space District Grant Agreement.

(c) MRCA has the professional and technical competency to operate, manage and maintain the property in accordance with the Project Applications and the State and County Agreements.

6. Insurance. MRCA agrees to maintain liability insurance and such other insurance coverages as the State and County may reasonably require, all with terms and conditions reasonably acceptable to the State and County.

7. Counterpart Copies. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

8. Governing Law. This Agreement and the obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the California.

9. Integrated Document. This Agreement amends and restates in its entirety the Original Agreement, which, after the execution hereof, will have no further force or effect, and to the extent of any conflict between the terms and provisions of this Agreement and the Original Agreement, the terms and provisions of this Agreement will control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

COMMUNITY CONSERVATION SOLUTIONS

By: _____

Name: Esther Feldman

Title: President

MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY

By: _____

Name: Joseph T. Edmiston

Title: Executive Officer

EXHIBIT A

COPY OF DEPARTMENT OF TRANSPORTATION AGREEMENT

EXHIBIT B

COPY OF CALIFORNIA NATURAL RESOURCES AGENCY AGREEMENT

EXHIBIT C

**COPY OF LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE
DISTRICT AGREEMENT**