

**MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
AND AUDUBON YOUTH ENVIRONMENTAL STEWARDS, A PROGRAM OF
PALOS VERDES/SOUTH BAY AUDUBON SOCIETY**

This Memorandum of Understanding and Cooperative Agreement ("Agreement") is entered into this _____ day of July, 2014, by and between **Mountains Recreation and Conservation Authority**, a public entity ("MRCA"), and **Audubon Youth Environmental Stewards, a program of the Palos Verdes/South Bay Audubon Society**, a not-for-profit entity ("Audubon YES") for the purpose of developing and implementing a stewardship program for portions of the Los Angeles River Greenway.

RECITALS

1. MRCA is a local public agency 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. Audubon Youth Environmental Stewards (Audubon YES) is a program of the Palos Verdes/South Bay Audubon Society, a non-profit public benefit corporation organized under the laws of the State of California and Section 501 (c)(3) of the Internal Revenue Code and is organized exclusively for charitable purposes.
3. MRCA and Audubon YES desire to work together to engage and inspire youth and community in natural and recreational resource stewardship along the Los Angeles River Greenway.
4. This Agreement sets forth the duties and responsibilities of MRCA and Audubon YES relative to their role in the development and implementation of a stewardship program 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 implementing Los Angeles River Greenway projects since 1996 and has continued to acquire and enhance land adjacent to the Los Angeles River with multiple-benefit parks, recreational amenities, and native landscaping. These projects are herein referred to as "parks". Audubon YES was created to help connect youth with volunteer opportunities with local environmental organizations. Audubon YES program goals include engaging and inspiring youth and community to actively volunteer to care for our environment through hands-on outdoor activities. The parties seek to work together in accordance with this

Agreement to develop, and implement an “adoption” program of a selection of these spaces to encourage use, understanding, and care for these parks and the Los Angeles River. Directed community involvement in the on-going stewardship will lead to an increased awareness and understanding of the benefits to habitat, wildlife, and recreational visitors that these spaces provide. Adoption of these parks would include land stewardship activities such as weeding, mulching, planting of California native plants, shrubs, and trees. Activities to inspire youth and community involvement may also include outdoor environmental educational programming with partnering Audubon YES schools, organizations, and community volunteer events and socials.

SECTION 2: DUTIES AND RESPONSIBILITIES OF PARTIES

- 2.0 **MRCA.** MRCA shall retain full responsibility for the parks, and shall facilitate adoption by Audubon YES of portions of the Los Angeles River Greenway under MRCA control. MRCA shall provide site information pertaining to landscape plans and maintenance methods to facilitate understanding of the site context and management goals. MRCA will provide regular on-going maintenance of the parks including trash removal, maintenance of landscaping and irrigation systems, and graffiti removal to complement the work conducted by Audubon YES. MRCA shall communicate with Audubon YES about work planned by MRCA staff or by other groups at the adopted parks whenever possible. MRCA will provide timely review, comment, and written approval as appropriate of site plans, proposed third-party partners, calendar of events and work scopes and activities submitted by Audubon YES for the adopted parks. MRCA will provide training, oversight and feedback for Audubon YES activities through staff participation and written feedback as appropriate for each activity. As appropriate, MRCA will promote park adoption through press releases or notifications on public media sources and credit Audubon YES.
- 2.1 **Audubon YES.** Audubon YES will provide MRCA with proposed site plans, calendar of events, work scopes, and intended maintenance methods for review, comment, and written approval at least two weeks before the intended activity and prior to finalizing these materials for implementation. Audubon YES will provide MRCA with a list of proposed third-party organizations that Audubon YES intends to partner with for MRCA review and pre-approval. Audubon YES will provide MRCA with appropriate information and signed waivers for individual participants in the Project. Audubon YES will provide supervision and safety supplies for each event to ensure activities are conducted in a safe manner that protects participants and the resources under stewardship. Audubon YES will provide Project participants with training, tools, materials, and oversight for each event, unless otherwise agreed on by MRCA and Audubon YES. Audubon YES will document Project activities conducted with written reports to be submitted to MRCA once per year, or other frequency as agreed on by MRCA and Audubon YES. Audubon YES will recognize MRCA in notifications, publications, and reports about Project.

SECTION 3: PROJECT SITES

- 3.0 The parks adopted will be mutually agreed on by the parties and will be identified by a consistent site name and corresponding map. The initial parks included in this Project are identified in Exhibit A.
- 3.1 The Agreement covers only those elements of the identified parks within MRCA's control.
- 3.2 Additional parks may be added to this Project at any time as mutually agreed on as provided in paragraph 5.6.

SECTION 4: TERM

- 4.0 This Agreement shall commence upon approval by the parties and shall be renewed/extended every three years unless terminated as provided in paragraph 4.1 or at a date set by mutual written agreement of the parties. Any such renewal/extension shall be by mutual written agreement of the parties.
- 4.1 This Agreement may be terminated, 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. Any amendment to this Agreement must be in writing and signed by authorized representatives of the parties hereto.
- 5.7 MRCA and Audubon YES 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 Audubon YES 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 Audubon YES, its officials, officers, employees, agents or contractors which related to Audubon YES's obligations under this agreement.
- 6.1 Audubon YES 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 Audubon YES 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, Audubon YES and any other partnering agencies with respect to their role in the Project.

SECTION 8: NOTICES

- 8.0 All notices required to be given pursuant to the terms of this Agreement shall either be personally delivered, electronically 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

Palos Verdes/South Bay Audubon Society
Youth Environmental Stewards Program
P.O Box 41114
Los Angeles, CA 90041
Attention: Marcos Trinidad, Director

Or to any such other address as the parties may provide 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 PALOS VERDES/SOUTH BAY
AUDUBON SOCIETY:**

By David Quadhamer _____ Dated: _____
Title President _____

EXHIBIT A

Site 1- Rattlesnake Park



Site 2- Steelhead Park

