

Attachment
MRCA Item VII
September 7, 2016

**JOINT USE LEASE AGREEMENT
BETWEEN
COMPTON UNIFIED SCHOOL DISTRICT
LOS ANGELES CONSERVATION CORPS
AND
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**

This **Joint Use Lease Agreement** (the "Agreement") is made and entered into this _____ day of _____, 2016 ("Effective Date"), by and between **Compton Unified School District** ("District"), a California public school district located in the County of Los Angeles, **Los Angeles Conservation Corps** ("LACC"), a non-profit public benefit corporation, and **Mountains Recreation and Conservation Authority** ("MRCA"), a California public entity, pursuant to the Joint Exercise of Powers Act (Gov. Code §§ 6500 et seq.), exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District and the Rancho Simi Recreation Park District (collectively, the "Parties" or individually as a "Party").

RECITALS

WHEREAS, the District is the owner of certain real property, commonly known as the Washington Elementary School, located at 1421 N. Wilmington Avenue in the City of Compton, California 90222 (the "Campus" or "School Site"); and

WHEREAS, on April 28, 2010, the District, LACC, and MRCA entered into a Memorandum of Understanding and Cooperative Agreement ("MOU"), a copy which is attached as **Exhibit "A"** and incorporated herein, for the purpose of developing, designing, constructing and maintaining a recreation and open space on approximately 4.2 acres of the Campus, depicted and described in draft form in **Exhibit "B"** (the "Project"); and

WHEREAS, the Project consists of three (3) distinct "areas", also known as "phases" as follows:

Phase 1: Construct the Compton Creek Natural Park (the "Park") at 941 West Cressey Street, Compton, California 90222, (opened and dedicated on November 13, 2013) as depicted in **Exhibit "B"**, including:

- Constructing bioswales;
- Installing a underground cistern system;
- Installing irrigation;
- Planting trees and plants;
- Constructing a decomposed granite parking lot;
- Installing and assembling outdoor exercise station areas;
- Constructing exercise paths; and
- Constructing an outdoor amphitheater ("Phase 1").

Phase 2: Construction by MRCA of a 2,400 square foot Training Center, as depicted in the draft site plans attached as **Exhibit "B"**, to be jointly used by LACC corpsmembers and the District (the "Training Center" or "Phase 2").

Phase 3: Construction by LACC of a children's play area, teen play area, additional nature and fitness trail, learning garden and Interactive Watershed Interpretative Center (collectively, the "Center" or "Phase 3") as depicted in the draft site plans attached as **Exhibit "B"**.

WHEREAS, on April 25, 2012, the District, LACC, and MRCA executed an Amendment to the MOU, a copy which is attached as **Exhibit "A"** and incorporated herein, wherein LACC agreed to manage the Project including any subsequent grant funds awarded to LACC for the Project; and

WHEREAS, on June 23, 2008, a Notice of Exemption was filed by MRCA with the Los Angeles County Clerk indicating that the Project was exempt from the requirements of the California Environmental Quality Act ("CEQA"); and

WHEREAS, between September 2010 through October 2013, LACC and MRCA obtained grant funding from various public agencies for the design, development, and construction of Phase 1, and entered into the following:

- Grant Agreement Nos. 12-5319-0518, 1213-0511, and 11-5319-0512 between LACC and the California Conservation Corps;
- Grant Agreement No. 58M1-16-2552 between LACC and the Los Angeles County Regional Park and Open Space District;
- Grant Agreement Nos. RMC12001 and RMC1001 between LACC and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy;
- Grant Agreement No. 10-114 between MRCA and the State Coastal Conservancy; and
- Grant Agreement No. 12107-18 between MRCA and the Natural Resources Agency Program (collectively "Phase 1 Grants"); and

WHEREAS, MRCA obtained grants from the Los Angeles County Regional Park and Open Space District (Grant Agreement Nos. 58-1A-99-0808; 58L2-00-1322) for the design, development, and implementation of Phase 2 (portions of these grants are also allocated to other unrelated projects) (collectively, "Phase 2 Grants"); and

WHEREAS, on or around June 28, 2012, LACC entered into a grant agreement with the State of California Department of Parks and Recreation pursuant to Safe Drinking Water, Water Quality and Supply, Flood Control, River, and Coastal Protection Bond Act of 2006 for a grant in the amount of \$1,035,708 for Phase 3 ("Phase 3 Grant") (Phase 1 Grants, Phase 2 Grants, and Phase 3 Grant may collectively be referred to as "Project Grants"); and

WHEREAS, the District, pursuant to Section 17527(a) of the Education Code, is authorized to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session"; and

WHEREAS, the District, pursuant to Section 17529 of the Education Code, has determined by approving the Agreement, that leasing the Project site to LACC will not: (1) interfere with the educational programs or activities of any school or class conducted on the School Site; (2) unduly disrupt the residents in the surrounding neighborhood; or (3) jeopardize the safety of the children at the School Site; and

WHEREAS, pursuant to Section 17534(b) of the Education Code, the term of the Agreement may exceed five (5) years as the Improvements (defined in the "Agreement" section below) shall be made on District property for park and recreation purposes by LACC, a non-profit corporation, and MRCA, a public entity; and

WHEREAS, the District, LACC, and MRCA intend to jointly and cooperatively use the Project site, which shall also provide the general public in the City of Compton ("City") with open recreation and park space; and

WHEREAS, pursuant to Section 17535 of the Education Code, the consideration for the Agreement includes the completion of Project Improvements (defined in the "Agreement" section below), and the expenditure of operating, repair and maintenance costs for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, the Parties agree as follows:

AGREEMENT

1. **PREMISES.** The premises subject to the Agreement is the property that Phase 1, Phase 2, and Phase 3 will occupy, which is located on approximately 4.2 acres of the Campus, as further depicted in the draft site plans in **Exhibit "B"**, attached hereto and made a part of the Agreement ("Premises").
2. **TERM OF AGREEMENT.** The term of the Agreement shall be for twenty five (25) years commencing on the Effective Date, (the "Term"), unless terminated earlier pursuant to the termination provisions set forth in this Agreement. LACC and the District may thereafter extend the Term of the Agreement for two (2) additional three (3) year terms, if mutually agreed to by LACC and the District in writing and approved by the District's governing Board. The consent of MRCA will not be needed for any such extension.
3. **CONSIDERATION.** The consideration to be furnished by MRCA and LACC for use of the Premises is the completion of the Improvements (defined below) and LACC's expenditure of its own resources to operate and maintain the Project as set forth in this Agreement.
4. **IMPROVEMENT OF PREMISES.**
 - 4.1. **Phase 1 Improvements.** The Parties hereby acknowledge that the Phase 1 Improvements have been completed.
 - 4.2. **Phase 2 Improvements.** MRCA agrees to improve portions of the Premises by designing, developing, and constructing Phase 2 of the Project as more particularly described and depicted in **Exhibit "C"** ("Phase 2 Improvements"). The Parties acknowledge that the conceptual plans attached as **Exhibit "C"** are in draft form, and MRCA may choose to design, develop, and construct the "Additive Alternatives" identified and described in **Exhibit "C"** and in the Phase 2 plans, drawings, addenda, and/or specifications after obtaining final written approval by the District, to be received within thirty (30) days, and if necessary, up to forty-five (45) days from the time the District receives written notice that MRCA has chosen to design, develop and construct the "Additive Alternatives".

- 4.3. Phase 3 Improvements. Provided that the Training Center is completed by MRCA as contemplated herein, and/or that LACC has a construction staging area for the construction of Phase 3, LACC agrees to improve portions of the Premises by designing, developing, and constructing Phase 3 of the Project as more particularly described and depicted in **Exhibit "C"** ("Phase 3 Improvements"). **Exhibit "C"** is, however, conceptual and a draft only of the Parties' plans. In the event MRCA is unable to complete the Training Center as contemplated herein, LACC shall exercise LACC Cure Rights (defined below) to determine within the ninety (90) day period, if LACC can cure, and if so, MRCA shall use commercially reasonable efforts to assign the Phase 2 Grants to LACC and, upon assignment of the Phase 2 Grants, LACC shall complete the Phase 2 Improvements. LACC, with the assistance of the District, shall use commercially reasonable efforts to procure a staging area for LACC's use during the construction of the Phase 3 Improvements. Failure of MRCA to deliver a completed Phase 2 shall not excuse LACC from LACC's maintenance obligations of the Premises as set forth in Section 13 of this Agreement or any other LACC obligations in this Agreement.

5. DESIGN OF IMPROVEMENTS.

5.1. Phase 2 Designs.

- 5.1.1. MRCA agrees to construct the Training Center pursuant to Phase 2 of the Project as set forth in the draft plans in **Exhibit "C"** and as more particularly depicted in the plans and specifications attached hereto as the draft plans in **Exhibit "C"**.
- 5.1.2. MRCA shall prepare and provide construction-ready plans and specifications (the "Phase 2 Project Designs") for all Phase 2 Improvements as depicted in **Exhibit "C"** and in accordance with District standards, and in compliance with all legal requirements. If any of the Phase 2 Project Designs have not been approved by the Division of the State Architect (DSA) as of the date of this Agreement ("Unapproved Phase 2 Improvements"), MRCA shall obtain approval of such Phase 2 Project Designs from DSA prior to commencing construction on the Unapproved Phase 2 Improvements.
- 5.1.3. Any changes to the approved Phase 2 Project Designs, attached to and incorporated into the Agreement, that have a material impact on the appearance or the structural integrity of the Project must be reviewed and approved in writing by the District and LACC. The District shall retain final approval authority of Phase 2 Project Designs, provided that any such approvals shall comply with the requirements of any Project Grants obtained by MRCA for the Project, shall comply with the requirements of DSA for the Phase 2 Improvements, and will not be unreasonably withheld or delayed. LACC shall also have the right to review and approve the Phase 2 Project Designs, provided that LACC's approval will comply with any Project Grants and DSA requirements and will not be unreasonably withheld or delayed. The Parties agree to coordinate any approvals so that construction delays will be minimized, to the extent feasible.
- 5.1.4. Any material changes and/or modifications to the Phase 2 Project Designs shall be reviewed and authorized by the District and LACC.

- 5.1.5. In the event MRCA, the District and/or LACC request any change to the Phase 2 Project Designs to which the Parties cannot agree, either Party may terminate the Agreement in its entirety pursuant to the termination provisions included herein, at no expense to either Party; provided, however, that any such termination must also comport with the terms and conditions set forth in this Agreement and any Phase 2 Grant Agreements.

5.2. Phase 3 Designs.

- 5.2.1. If the condition specified in Section 4.3 of this Agreement is satisfied and all other conditions in this Agreement relating to the obligation of LACC to construct Phase 3 of the Project are satisfied, LACC agrees to construct the Center pursuant to Phase 3 of the Project as set forth in the draft plans in **Exhibit "C"** and as more particularly depicted in the plans and specifications attached hereto in the draft plans in **Exhibit "C"**.
- 5.2.2. LACC shall prepare and provide construction-ready plans and specifications (the "Phase 3 Project Designs") for all Phase 3 Improvements as depicted in **Exhibit "C"** and in accordance with District and any applicable DSA standards, and in compliance with all legal requirements.
- 5.2.3. All Phase 3 Project Designs must be reviewed and approved by the District. The District shall retain final approval authority of Phase 3 Project Designs provided that any such approvals shall comply with the requirements of the Phase 3 Grant and any applicable requirements of DSA and will not be unreasonably withheld or delayed.
- 5.2.4. LACC shall obtain any necessary approval(s) from DSA of the Phase 3 Project Designs before construction commences.
- 5.2.5. Any material changes and/or modifications to the Phase 3 Project Designs shall be reviewed and authorized in writing by the District provided that any such approvals shall comply with the requirements of the Phase 3 Grant, and any applicable requirements of DSA, and approval will not be unreasonably withheld or delayed, so long as the relevant changes initiated by LACC do not materially interfere with the operation of the School Site and otherwise complies with Section 17529 of the Education Code. The Parties agree to coordinate any approvals so that construction delays will be minimized, to the extent feasible.
- 5.2.6. In the event LACC or the District requests any change to the final Phase 3 Project Designs to which the Parties cannot agree, either Party may terminate the Agreement in its entirety pursuant to the termination provisions included herein, at no expense to either Party, provided, however, that any such termination must also comport with the terms and conditions set forth in this Agreement and any Phase 3 Grant Agreements.

- 6. CONSTRUCTION OF THE PHASE 2 IMPROVEMENTS. MRCA shall be responsible for constructing the Phase 2 Improvements and makes the following representations, warranties and covenants to the District and LACC:

- 6.1. Construction in Compliance with Designs. MRCA shall construct the Phase 2 Improvements pursuant to the District-approved, construction ready Phase 2 Project Designs and shall diligently pursue construction at all times so as to complete construction in a timely manner and in accordance with all applicable local, state and federal laws, regulations, rules and procedures.
- 6.2. Skills and Licenses. MRCA or its consultants and contractors shall have the necessary skills, experience, and license(s) to construct the Phase 2 Improvements, or will retain persons who are so licensed.
- 6.3. Insurance. MRCA shall maintain adequate insurance as set forth herein below. MRCA shall designate the District and LACC as additional insureds under such insurance policies.
- 6.4. Changes. Any request to materially change the scope or nature of the Phase 2 construction work, including as a result of unforeseen conditions at the Project site, shall be reviewed and authorized by the District and LACC in writing in accordance with Section 5 above in a timely manner so as not to delay the course of construction.
- 6.5. Funding. MRCA shall be solely responsible for securing funds for the design and construction of the Phase 2 Improvements. Unless expressly provided to the contrary herein, neither the District nor LACC shall be responsible or liable for any costs associated with the construction of the Phase 2 Improvements, except for the District's and LACC's own staff time costs. MRCA shall not be responsible for Project costs resulting from a material change to the construction work or design required by the District and/or LACC that is outside of the Project scope unless it does not place an additional financial burden on MRCA and MRCA consents to being responsible for such material change.
7. CONSTRUCTION OF THE PHASE 3 IMPROVEMENTS. LACC shall be responsible for constructing the Phase 3 Improvements and makes the following representations, warranties and covenants to the District:
 - 7.1. Construction in Compliance with Designs. LACC shall construct the Phase 3 Improvements pursuant to the District-approved, construction ready Phase 3 Project Designs and shall diligently pursue construction at all times so as to complete construction in a timely manner and in accordance with all applicable local, state and federal laws, regulations, rules and procedures.
 - 7.2. Skills and Licenses. LACC or its consultants and contractors shall have the necessary skills, experience, and license(s) to construct the Phase 3 Improvements, or will retain persons who are so licensed.
 - 7.3. Insurance. LACC shall maintain adequate insurance as set forth herein below. LACC shall designate the District as an additional insured under such insurance policies.
 - 7.4. Changes. Any request to materially change the scope or nature of the Phase 3 construction work, including as a result of unforeseen conditions at the Project site, shall be reviewed and authorized by the District in accordance with Section 5 hereof.
 - 7.5. Funding. LACC shall be solely responsible for securing funds for the construction of the Phase 3 Improvements. The District shall not be responsible or liable for any costs

associated with the construction of Phase 3. If the Phase 3 Grant Agreements are terminated by the grantors for reasons beyond the control of LACC, and there shall be insufficient funds to complete the Phase 3 Improvements, despite reasonable diligent efforts by LACC to obtain substitute funds, LACC may terminate its obligations under Phase 3 in accordance with the terms hereof. Termination of Phase 3 shall not excuse LACC from LACC's maintenance obligations of the Premises as set forth in Section 13 of this Agreement or any other LACC obligation in this Agreement.

- 7.6. Cooperation. LACC will coordinate its construction activities with MRCA in such a way as to minimize delays, to the extent reasonable and feasible, in completion of construction of the Project.

8. CEQA AND ENTITLEMENTS.

- 8.1. At their sole expense, MRCA and LACC shall be responsible for obtaining the appropriate environmental clearance required under CEQA and shall obtain the necessary approval under CEQA and/or exemption under CEQA indicating that the Project complies with CEQA.
- 8.2. Notwithstanding any other provision herein, before Project construction of the Phase 2 Improvements and Phase 3 Improvements commence, MRCA and/or LACC shall, at their sole expense, act diligently and in good faith to obtain all necessary permits, approvals, and other entitlements ("Entitlements") from all applicable local and state agencies for the Project.
- 8.3. The District makes no representation, warranty or assurance with respect to the CEQA or Entitlement process for the Project.

9. GRANT ADMINISTRATION.

- 9.1. No District Responsibility for Grants. LACC and MRCA shall be solely responsible for the management and administration of the requirements of their respective Project Grants.
- 9.2. MRCA Responsibility. MRCA shall be responsible for administering and submitting all documentation required under the Phase 2 Grants.
- 9.3. LACC Responsibility. LACC shall be responsible for administering and submitting all documentation required under the Phase 3 Grant.
- 9.4. Onsite Visits. LACC and MRCA must coordinate with the District's schedule and access requirements for any periodic on-site visits and inspections conducted pursuant to the Grants. The District will reasonably cooperate to make its personnel available if required for such visits or inspections so as to not delay construction of the Phase 2 Improvements or Phase 3 Improvements.
- 9.5. Accounting System. LACC and MRCA shall be responsible for maintaining an accounting system that satisfies the requirements of the Project Grants and that shall accomplish the following, consistent with the requirement of the Project Grants and nonprofit accounting practices:

- 9.5.1. Accurately reflects fiscal transactions with the necessary controls and safeguards;
- 9.5.2. Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, and evidence of payment; and
- 9.5.3. Provides accounting data so the total cost of each individual project can be readily determined.

10. FUNDING OF IMPROVEMENTS.

10.1. Phase 2 Improvements.

- 10.1.1. MRCA shall be responsible for submitting any invoices and/or payment applications detailing expenditures made by MRCA related to the design, management, and construction of Phase 2 as required by the Phase 2 Grants. The District shall not be liable for any costs, expenditures and/or obligations under the Phase 2 Grants. The District shall work cooperatively with MRCA and assist MRCA in abiding by the requirements of the Phase 2 Grants.
- 10.1.2. MRCA shall coordinate and collaborate with the District in relation to any future applications for capital improvement or construction grant funds for Phase 2 of the Project, and shall obtain District approval prior to entering into any grant agreement(s) for the Premises.

10.2. Phase 3 Improvements.

- 10.2.1. LACC shall be responsible for submitting any invoices and/or payment applications detailing expenditures made by LACC related to the design, management, and construction of Phase 3 as required by the Phase 3 Grant. The District shall not be liable for any costs, expenditures and/or obligations under the Phase 3 Grant. The District shall work cooperatively with LACC and assist LACC in abiding by the requirements of the Phase 3 Grant.
- 10.2.2. LACC shall coordinate and collaborate with the District in relation to any future applications for grant funds for Phase 3 of the Project, and shall obtain District approval prior to entering into any grant agreement(s) for the Premises. The District will reasonably cooperate with respect to any additional grants that the District has provided MRCA and/or LACC approval to enter into for the Project.

11. USE OF IMPROVEMENTS.

- 11.1. General Use Provision. LACC, as lessee and operator of the Project, shall retain control over the use of the Project, subject to the third party use provisions set forth below. Without limiting the foregoing, LACC will have priority of use over the Project, except for the District's use of the Premises for educational purposes. No Party shall allow the Premises to be used for any unlawful purpose. No Party shall use or permit the use of the Premises for any purpose that is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. LACC agrees to immediately respond to concerns expressed by District or the public relating to the use of the Premises.

- 11.2. District and MRCA Use. The use by the District and MRCA of the Project site shall be without charge, but LACC will coordinate such use by maintaining a reasonable reservation system with respect to use of the Project site, in order to reasonably accommodate use of the Project by the District and MRCA, provided the use of the Training Center by the District and MRCA will not unreasonably interfere with LACC's use of the Training Center as a training and administrative center and for the other purposes specified in the Project Grants and provided that the District maintains priority of use over the Training Center for educational purposes during school hours, during the academic year. Portions of the Premises other than the Training Center may be reserved as long as such use otherwise complies with this Agreement and does not substantially interfere with park usage. Any fees charged for use of the Premises shall only be used to defray costs of the event, and/or the costs of operating the Project. The District may request that LACC assist it by providing instructions and information about the use of LACC's reservation system and in processing requests by any person or entity who desires to use the Premises pursuant to the Civic Center Act, Education Code sections 38130, *et seq.*
- 11.3. General Public Use. The Park shall be open to the public during daylight hours as is customary for other public parks located in the Los Angeles area, subject to closure for special events. LACC shall be responsible for regulating and coordinating use of the Project by the public.
- 11.4. Closure of the Premises. The Parties recognize that some or all of the Premises may need to be closed from time to time in the interest of public safety or for repairs and maintenance. LACC shall provide at least seven (7) days' written notice to the District and MRCA if any portion of the Premises is to be closed.
- 11.5. Nonpublic Areas. Nothing in the foregoing will be deemed to require LACC to provide access by the general public to the Training Center or other areas of the Project that, according to the terms of the Project Grants, are not for use by the general public.
- 11.6. No Gambling. LACC and MRCA, their employees, volunteers, and invitees shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Premises, with the exception of raffles and other non-commercial charitable events of the type reasonably conducted by non-profit users for fundraising purposes consistent with applicable laws, provided such activities will be conducted outside of school hours.
- 11.7. Drug-Free Environment. LACC and MRCA shall not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" to enter upon the Premises. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Premises is prohibited.
- 11.8. No Weapons and Explosives. Firearms, weapons, and explosives are prohibited at the Premises regardless whether carried openly or concealed, or stored.
- 11.9. No Tobacco; No Smoking. LACC and MRCA shall not knowingly permit any person using tobacco or nicotine use (including vaping) of any kind on the Premises. The possession, sale, or use of any tobacco or nicotine product on the Premises is prohibited.

12. DISTRICT RULES AND REGULATIONS. LACC and MRCA shall use commercially reasonable efforts to observe and enforce all rules and regulations that are duly adopted by the District's Board of Education and do not interfere with LACC's and MRCA's administration of the Project Grants and/or use of the Project, and all applicable federal, state, and local laws, ordinances, and regulations during all periods of use.
13. MAINTENANCE.
 - 13.1. Ongoing Maintenance. LACC shall provide ongoing maintenance for the Premises in accordance with the Project Grants and consistent with the customary maintenance levels provided to other comparable LACC open space areas and structures, which are similar to the Project (as configured from time to time) and shall insure safe and healthful use commencing upon the completion of the Training Center in Phase 2 of the Project or completion of the Center in Phase 3 of the Project, whichever occurs earlier in time and ending on the expiration of the Term of this Agreement.
 - 13.2. Repair of Defective Construction. MRCA will be responsible and shall pay to repair any defective construction of the Phase 2 Improvements and will promptly complete any such repairs. MRCA will, at the request of LACC, assign to LACC any and all warranties obtained by MRCA in connection with the construction of the Phase 2 Improvements and will reasonably cooperate with LACC to cause enforcement of any such warranties.
 - 13.3. Utilities. Maintenance to be provided by LACC for the Term shall also include payment by LACC, at its own cost and expense, of any and all utility costs, including without limitation, water and refuse removal costs associated with the Project.
 - 13.4. Irrigation. Maintenance to be provided by LACC for the Term shall not include payment by LACC for irrigation, provided, however, that LACC may pay for potable water use at the Training Center where such potable water is metered separately from the rest of the Project.
 - 13.5. Maintenance Responsibilities. LACC's maintenance responsibilities shall include, but not be limited to, the following, all of which shall be conducted in accordance with the maintenance standard set forth in Section 13.1 above:
 - 13.5.1. Routine maintenance of the Project (i.e. trim trees and shrubs and water plants as needed);
 - 13.5.2. Plant replacement, in the reasonable discretion of LACC;
 - 13.5.3. Ensuring that all access gates in public areas are properly maintained and opened and closed as agreed to between the Parties and in compliance with the Project Grants and this Agreement;
 - 13.5.4. Regular trash removal, and graffiti removal, as customary for other public buildings in the area of the Property;
 - 13.5.5. Maintenance of all equipment and fixtures required for the ongoing operation of the Project including the irrigation systems (i.e. sprinkler head repairs, nozzle cleaning, adjustment or replacement; adjustment, repair and/or replacement of

existing sprinkler equipment or parts; programming, and/or adjustment of irrigation controllers);

13.5.6. Routine inspection of the Premises for undesirable insects and invasive plants and apply treatment with approved methods by a certified applicator;

13.5.7. Removal of dead or diseased trees, shrubs or plants within the Premises as needed;

13.5.8. Removal of debris from the Premises; and

13.5.9. All signs throughout the Premises, including Project information signs, shall be maintained in a clean and legible condition.

13.6. Repair Work. LACC shall be responsible for repairing or replacing equipment and fixtures on the Premises as needed, subject to the availability of funding for such purposes.

13.7. Equipment. LACC shall be responsible for acquiring, maintaining, securing, and repairing any equipment and products necessary to operate the Project and maintain the Premises, subject to the availability of funding for such purposes.

14. CONDITION OF THE PREMISES.

14.1. As-Is. The Premises is provided to LACC and MRCA on an "AS IS" basis. The District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises.

14.2. Disclaimer of Warranties. LACC and MRCA acknowledge that neither the District nor the District's agents have made any representations or warranties as to the suitability of the Premises for LACC or MRCA's use. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either the Parties, and the Parties expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

14.3. Further Disclaimer of District Warranties. The District makes no representation or warranty, expressed or implied, concerning the location of present or future facilities surrounding the Premises and/or on or surrounding the Project site.

15. TITLE TO PREMISES. The Parties acknowledge that title to the Premises is and shall continue to be held by the District.

16. RESTRICTION ON USE OF PREMISES PROHIBITED. Unless previously agreed to by the Parties in writing or otherwise set forth in this Agreement, including the MOU in **Exhibit "A"**, LACC and MRCA shall not take any actions or enter into any agreements that encumbers the District's property beyond what is provided in this Agreement, without first consulting with the District and obtaining the District's permission in writing. The District shall not take any action that changes the use of the Premises and/or Project as set forth in this Agreement unless approved by the Party or Parties affected.

17. OWNERSHIP OF IMPROVEMENTS. The Parties agree that the Improvements, including without limitation the Phase 1 Improvements, Phase 2 Improvements and Phase 3 Improvements, upon expiration of the Term of this Agreement, shall become and remain the property of the District.
18. INDEMNIFICATION.
 - 18.1. LACC's Indemnification. To the furthest extent permitted by California law, LACC shall protect, defend, indemnify, release, and hold harmless the District, and its governing board, each member of the Board, officers, agents, representatives, consultants, employees, trustees, attorneys, and volunteers ("District's Indemnified Parties") from and against any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative, or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees, and causes of action ("Claims") of any kind, nature or description, including, but not limited to, personal injury, death, and/or property damage, directly or indirectly arising out of, connecting with or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by LACC in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District's Indemnified Parties. LACC's duty to protect, defend, indemnify, release, and hold harmless shall include any Claims arising from or under the Project Grants entered into by LACC and/or any future grant agreements entered into by LACC for the Project, and any permits, entitlements, or environmental compliance issues related to the Project. The District shall have the right to accept or reject any legal representation that LACC proposes to defend the District's Indemnified Parties.
 - 18.2. MRCA's Indemnification. To the furthest extent permitted by California law, MRCA shall protect, defend, indemnify, release, and hold harmless the District's Indemnified Parties from any and all Claims of any kind, nature or description, including, but not limited to, personal injury, death, and/or property damage, directly or indirectly arising out of, connecting with or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by MRCA in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District's Indemnified Parties. MRCA's duty to protect, defend, indemnify, release, and hold harmless shall include any Claims arising from or under the Project Grants entered into by MRCA and/or any future grant agreements entered into by MRCA for the Project, and any permits, entitlements, or environmental compliance issues related to the Project. The District shall have the right to accept or reject any legal representation that MRCA proposes to defend the District's Indemnified Parties.
 - 18.3. District Indemnification. To the furthest extent permitted by California law, District shall protect, defend, indemnify, release, and hold harmless LACC and MRCA, and its officials, officers, agents, employees and volunteers ("LACC and MRCA Indemnified Parties") from any and all Claims of any kind, nature or description, including, but not limited to, personal injury, death, and/or property damage, directly or indirectly arising out of, connecting with or resulting from LACC and MRCA Indemnified Parties' use of the Premises, unless the Claims arise out of LACC and MRCA Indemnified Parties' sole negligence or sole willful misconduct.

- 18.4. Damage to Project Site. If the cause of any damage to the Project site is not attributable to any Party, LACC shall be solely responsible for the removal of any graffiti and restoration of affected surfaces as part of its maintenance obligations under this Agreement. Any dispute regarding the responsibility for repairing damages outside of the removal of graffiti and restoration of affected surfaces shall be resolved pursuant to the Dispute Resolution procedures indicated herein.
- 18.5. Survival of Indemnities. Section 18 shall survive the expiration or termination of this Agreement.
19. INSURANCE. Each Party shall, during the Term of this Agreement, maintain in force the policies set forth in **Exhibit "D"**. All policies, endorsements, certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.
20. TERMINATION.
- 20.1. Termination of Agreement.
- 20.1.1. If the District does not obtain approval from its governing board to proceed with the Agreement, the Agreement shall automatically terminate without cost to the District, and any damages suffered by LACC or MCRA shall not be recoverable against the District. District will notify MRCA and LACC of such approval prior to the commencement of construction of the Phase 2 Improvements or Phase 3 Improvements.
- 20.1.2. Prior to the commencement of construction of Phases 2 or 3 on the Project (whichever comes first), any Party may terminate this Agreement upon thirty (30) days written notice to the other Party, subject to the LACC Cure Right (as defined herein). Upon termination of this Agreement under this section, this Agreement shall be cancelled in all respects, unless LACC agrees in writing to maintain this Agreement in force after exercise of the LACC Cure Right (defined below), and no Party will have any rights or obligations hereunder, provided, however, that any such termination must also comport with the terms and conditions regarding the Project as set forth under the Grants.
- 20.1.3. Termination for Cause. Any Party may terminate this Agreement for cause after providing the other Party a written notice and cure period of not less than thirty (30) days. Cause shall include, without limitation: (1) a material violation of this Agreement; or (2) any act by a Party exposing another Party to liability to others for personal injury or premises damage. In the event a Party terminates this Agreement pursuant to this section, that Party shall first provide thirty (30) days written notice to the other Party of the event giving rise to the notice of termination and provide the other Party with opportunity to cure. If the default is not cured within the thirty (30) day period or a cure is not commenced or the default cannot reasonably be cured in thirty (30) days, the non-defaulting Party may terminate this Agreement. Notwithstanding the foregoing, if MRCA is in default under this Agreement, LACC shall have a cure period of ninety (90) days

during which MRCA will reasonably cooperate with LACC to assign any MRCA Project Grants to LACC for the purpose of completing the Project ("LACC Cure Right"). Any assignment of a Project Grant from MRCA to LACC shall not be valid without the written approval of the District. Unless LACC notifies the District in writing of LACC's election to continue the Agreement through the LACC Cure Right at the end of such ninety (90) day period, LACC will be deemed to have consented to such termination.

21. **SURRENDER.** On the last day of the Term, or on sooner termination of this Agreement, LACC and MRCA shall surrender to District the Premises and any then-existing improvements in clean, good order condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. All trash shall be removed. This condition shall be similar to that existing as of the Effective Date excepting normal ordinary wear and tear. LACC and MRCA shall remove from the Premises all of their personal property, trade fixtures, and any improvements made by LACC or MRCA that District agrees will be removed by them, respectively. All property not so removed shall be deemed abandoned.
22. **NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

District	Compton Unified School District 501 S. Santa Fe Compton, CA 90221 ATTN: Chief Administrative Officer
LACC	Chief Executive Officer Los Angeles Conservation Corps P.O. Box 15868 Los Angeles, CA 90015
MRCA (2 copies)	Executive Officer and Contract Officer Mountains Recreation and Conservation Authority Los Angeles River Center & Gardens 570 W. Avenue 26, Suite 100 Los Angeles, CA 90065

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective contact persons and addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph, so long as notice of any change is promptly provided to the other Parties.

23. **ASSIGNMENT.** Unless otherwise stated in this Agreement, no Party shall assign its rights, duties or privileges under this Agreement, nor shall any Party attempt to confer any of its rights, duties, obligations, or privileges under this Agreement on any third party, without the prior written consent of the other Parties.

24. NON-DISCRIMINATION. No Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
25. INDEPENDENT CONTRACTOR STATUS. This Agreement is by and between independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
26. ENTIRE AGREEMENT OF PARTIES. This Agreement, including exhibits and the MOU and Amendment to MOU, collectively attached as **Exhibit "A"**, constitute the entire agreement between the Parties concerning the Project and supersedes all prior discussions, negotiations, and agreements, whether oral or written. If a conflict arises between the Agreement and the MOU, the Agreement controls. This Agreement may be amended or modified only by a written instrument executed by the Parties.
27. VERIFICATION OF QUALIFICATIONS. LACC and MRCA shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with LACC's and/or MRCA's duties or obligations pursuant to this Agreement.
28. FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS. LACC and MRCA shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all employees, staff, and contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.
29. DISPUTE RESOLUTION. If a dispute arises that is related, in any way, to this Agreement, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to nonbinding mediation of the dispute prior to initiating legal action.
30. ATTORNEYS' FEES. Except as otherwise provided herein, each Party shall bear their own costs for any attorneys' fees and any other reasonable expenses incurred in enforcing or protecting their rights under this Agreement.
31. CALIFORNIA LAW. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California and shall not be removed to federal court.
32. PROHIBITED ACTIVITIES. LACC shall use commercially reasonable efforts to implement reasonable measures to prevent the use of tobacco products, intoxicants, or narcotics in or about the Premises, profane language, quarreling, fighting, and/or gambling.
33. CONFLICT OF INTEREST. LACC and MRCA each agree that they shall avoid any relationship with the District that constitutes or potentially constitutes a conflict of interest between such Party and the District, in accordance with the District's written conflict of interest policy communicated to LACC and MRCA from time to time. This prohibition shall extend to employment with the District, in cases where a conflict of interest may arise from said relationship.

34. WAIVER. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
35. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.
36. AMENDMENTS. Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of all Parties.
37. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. CAPTIONS. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties.
39. SEVERABILITY. If any provision of this Agreement becomes invalid, illegal, null or void for any reason or is determined, held, or found to be invalid, illegal, null, unenforceable, void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect, provided that substance of the transactions contemplated herein are not affected in any manner materially adverse to any Party. In the event of any such determination, holding, or finding, the Parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the Parties hereby to the same extent waive any provisions of law that render any provision of this Agreement prohibited or unenforceable in any respect.
40. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference. This Agreement takes precedence over any Exhibit.
41. APPROVAL. The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education, LACC's Board of Directors, and MRCA's Governing Board.
42. TIME IS OF THE ESSENCE. Time is of the essence as to each provision of this Agreement.
43. FORCE MAJEURE. In addition to specific provisions of this Agreement, performance by a Party shall not be deemed to be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party, such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

44. MECHANICS' LIENS, NOTICES OF NONRESPONSIBILITY, AND CONSTRUCTION, ALTERATION, AND MAINTENANCE REQUIREMENTS. All construction, alterations, and repairs must be performed in a good and workmanlike manner and in accordance with all applicable laws, insurance underwriter's requirements, and any recorded deeds of trust, mortgages, covenants, conditions, or restrictions by duly licensed contractors under the supervision of a competent architect or licensed structural engineer. Work may not commence until LACC or MRCA (a) has obtained (and delivered to District a copy of) all required permits and approvals and (b) has provided District with at least ten (10) business days' notice of the date for commencement of work, to permit District an opportunity to post an appropriate notice of nonresponsibility. Once begun, all such work shall be diligently prosecuted to completion. If this Agreement terminates before completion of any construction, alteration, or repair by LACC or MRCA, on request, LACC or MRCA shall assign its rights under any construction, design, or material supply contract required for completion of the work to District or its designee.
45. RECONSTRUCTION. If, during the term of this Agreement, the Premises are damaged or destroyed by any casualty, LACC shall restore the portions of the Project that are damaged by the casualty, to the extent of insurance proceeds received. If the insurance proceeds are insufficient to restore the Training Center, the Center and/or any other Improvements in the reasonable judgment of LACC, LACC shall demolish the Training Center and/or Center with District's prior approval, which approval shall not be unreasonably withheld or delayed, and restore the area to a condition compatible with all applicable laws, including rules and regulations that may apply because the Premises is located adjacent to the School Site, and otherwise to a condition that is reasonably aesthetically compatible with the School Site and shall have the option to terminate this Agreement pursuant to the terms of this Agreement. MRCA shall be notified and consulted before the District approves LACC's demolition of the Training Center, Center and/or any other Improvements. If the Agreement is so terminated, LACC will deliver the Premises to the District within thirty (30) days after completion of such reconstruction or restoration.
46. RECONSTRUCTION TRUST. In the event the Improvements on the Premises are damaged or destroyed by a risk insured against under the insurance required to be maintained under this Agreement, the proceeds shall be deposited into a trust established by the insurance company, or if the insurance company will not establish such a trust, then with another institutional trustee reasonably approved by the Parties that has experience acting as such trustee in connection with major construction projects ("Insurance Trustee"). In the event of any such damage or destruction caused by a risk not insured against, and the Agreement is not terminated by LACC as provided above, the anticipated amount of the cost of reconstruction, as agreed between the Parties reasonably, shall be deposited by the Party responsible to insure the Premises with an Insurance Trustee before commencement of reconstruction. Sums held by the Insurance Trustee shall be disbursed in accordance with such Insurance Trustee's reasonable procedures for disbursement, including a reasonable retention as determined by such Insurance Trustee. The Parties shall promptly execute all documents and perform all acts reasonably required by the Insurance Trustee to perform its obligations under this Section.
47. JOINT PREPARATION. The Parties warrant and represent that they have been advised by their attorneys regarding each and every phase of the preparation, creation, negotiation, and execution of this Agreement. Therefore, when interpreting this Agreement, or language hereof, or the intent of the Parties, the court or other interpreting body shall not construe this Agreement as having been drafted solely by or on behalf of the Parties.

48. LEGAL AUTHORITY. Each individual executing or attesting this Agreement on behalf of a Party covenants, warrants, and represents that he or she is duly authorized to execute or attest and deliver this Lease on behalf of that Party and the execution and delivery of this Agreement by that Party shall not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, or other contract or instrument to which that Party is a party or by which that Party may be bound. Within thirty (30) days from the date of this Agreement, each Party shall deliver to the other Parties a copy of a resolution of that Party authorizing the execution and delivery of this Agreement, which resolution shall be duly certified by the secretary of that Party.
49. OBLIGATIONS INDEPENDENT. The obligations of MRCA and LACC hereunder are independent obligations of each such Party. In no event will LACC or MRCA have any liability hereunder for any default by the other Party or for any liability of the other Party to the District under this Agreement.

WITNESS THE EXECUTION HEREOF, the day and year hereinabove written.

Dated: _____, 20__

Compton Unified School District

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20__

Los Angeles Conservation Corps

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20__

Mountains Recreation and Conservation Authority

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY,
COMPTON UNIFIED SCHOOL DISTRICT,
AND LOS ANGELES CONSERVATION CORPS**

This Memorandum of Understanding and Cooperative Agreement ("Agreement") is entered into this 28th day of April, 2010, by and between **Mountains Recreation and Conservation Authority**, a public entity ("MRCA"), **Compton Unified School District** ("CUSD"), and **Los Angeles Conservation Corps**, a non-profit public benefit corporation ("LA Corps") for the purpose of developing, designing, constructing and maintaining a recreation and open space at Washington Elementary School (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. CUSD is a public school district and enters into this Agreement pursuant to Education Code section 10902.
3. LA Corps is 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.
4. MRCA, CUSD, and LA Corps desire to work together to obtain funding and to develop, design, construct and maintain a recreation and open space at the Site.
5. This Agreement sets forth the duties and responsibilities of MRCA, CUSD and LA Corps relative to their role in the development, construction, design and maintenance of recreation and open space at Washington Elementary.

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") and other granting agencies for the purpose of park and open space development along the Los Angeles River and its tributaries, including Compton Creek. The parties seek to work together in accordance with this Agreement to develop, design, construct and maintain a recreation and open space at the Site. The Site is identified in Exhibit "A" attached hereto.

Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation
And Conservation Authority, Compton Unified School District, and Los Angeles Conservation Corps

SECTION 2: DUTIES AND RESPONSIBILITIES OF PARTIES

- 2.0 **MRCA.** MRCA shall retain full management responsibility for grant management, and shall cooperate with the District and LACC in the development, design and construction of the recreation and open space. MRCA shall develop the project plan for the project(s) which includes design input, shall prepare and administer the budget for the project(s), shall prepare the time line for construction and shall oversee the expenditure of funds. After good faith consultation and reasonable approval of CUSD and LA Corps, MRCA shall develop, design and construct the project(s) 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 CUSD. The MRCA will develop and construct maintenance and operation facilities required by LA Corps in compliance with CUSD and State standards. These facilities will include: office/administration area, restroom facilities, and a multi-purpose room.
- 2.1 **CUSD.** CUSD will provide public meeting space at Washington Elementary for community participation meetings. CUSD will provide any required construction specifications before design development begins for any fencing, planting, installation of hardscape, such as benches, drinking fountains, signage and other amenities. CUSD will assist MRCA in securing all necessary permits, leases, easements and maintenance agreements in order to perform construction of the project. CUSD is responsible for the cost of all on-going utilities. CUSD will ensure that the land remains recreation and open space, consistent with the Open Space District, California Resource Agency and other agency grant funding requirements, 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. CUSD will have sole control of all access to the school campus.
- 2.2 **LA CORPS.** Once constructed, LA Corps will provide on-going maintenance of the project(s) including regular trash removal, maintenance of irrigation systems, graffiti removal, plant replacement, and open and closing of access gates in public areas. LA Corps will perform background checks and screening of all its' workers at the site. LA Corps shall employ local youth when possible. LA Corps will acquire any necessary permits, acquisitions, leases, easements and maintenance agreements in order to perform the work.

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

Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation
And Conservation Authority, Compton Unified School District, and Los Angeles Conservation Corps

SECTION 3: FUNDING

- 3.0 The Open Space District and the California Resource Agency have awarded grants to the MRCA for the purpose of acquisition, development, improvement and restoration of lands along Compton Creek. The MRCA shall be responsible for obtaining cash reimbursements from the Open Space District, California Resources Agency and other granting agencies for the project(s) covered by this Agreement.
- 3.1 All expenditures related to the design and construction of the recreation and open spaces will be consistent with the grant requirements set forth by the Open Space District, California Resources Agency, and other granting agencies.
- 3.2 CUSD will permit MRCA and LA Corps to apply for additional grant funds for the project, if needed.
- 3.3 Any changes to the plan after approval will be paid by requesting agency.
- 3.4 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 Design and Construction Phase of this Agreement shall commence on April 1, 2010 and, except as provided in paragraphs 4.1, 4.2, and 4.3, will terminate on either (i) March 31, 2013, 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 parties 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.

**Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation
And Conservation Authority, Compton Unified School District, and Los Angeles Conservation Corps**

- 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, CUSD, and LA Corps 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 and LA Corps shall indemnify, protect, defend and hold harmless CUSD 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 or LA Corps, its officials, officers, employees, agents or contractors which related to MRCA's and LA Corps' obligations under this agreement.
- 6.1 CUSD and LA Corps 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 CUSD and LA Corps, its officials, officers, employees, agents or contractors which related to CUSD's and LA Corps' obligations under this Agreement.
- 6.2 MRCA and CUSD shall indemnify, protect, defend and hold harmless LA Corps and its officials, officers, employees, agents and volunteers from and against any

**Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation
And Conservation Authority, Compton Unified School District, and Los Angeles Conservation Corps**

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 and CUSD, its officials, officers, employees, agents or contractors which related to MRCA's and CUSD's obligations under this Agreement.

SECTION 7: COMMUNICATIONS REGARDING THIRD PARTIES

- 7.0 MRCA, CUSD, and LA Corps will jointly review all press releases, signs and other public relations materials relating to the recreation and open spaces project(s) carried out under this Agreement to ensure they adequately and accurately identify MRCA, CUSD, LA Corps, California Resources Agency, Open Space District, or other granting agencies with respect to their role in the development of the recreation and open spaces project(s).

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 25, Suite 100
Los Angeles, California 90065
Attention: Cara Meyer, Contracts Officer**

**Compton Unified School District
501 South Santa Fe
Compton, California 90221
Attention: David Azcarraga, Chief Facilities Officer**

**Los Angeles Conservation Corps
PO Box 15868
Los Angeles, California 90015
Attention: Bruce Saito, Executive Director**

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:**

Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation
And Conservation Authority, Compton Unified School District, and Los Angeles Conservation Corps

By Lisa Saghian
Title DEPUTY EXECUTIVE OFFICER

Dated: July 14, 2010

FOR COMPTON UNIFIED SCHOOL DISTRICT:

By Harold B. Furr
Title Deputy Superintendent

Dated: 8/9/10

FOR LOS ANGELES CONSERVATION CORPS:

By Paul Sato
Title EXECUTIVE DIRECTOR

Dated: 7/20/2010


AGREEMENT

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

LOS ANGELES CONSERVATION CORPS
A California non-profit agency

By:


ANDREA ALARCON, President
Board of Public Works

By:


BRUCE SAITO, Executive Director

Date:

5/24/12

Date:

5/17/2012



Approved as to form:

CARMEN A. TRUTANICH, City Attorney

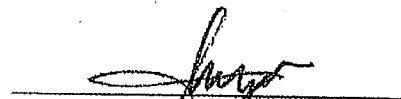
ATTEST:

JUNE LAGMAY, City Clerk

By:


EDWARD M. JORDAN
Assistant City Attorney

By:


Deputy City Clerk

Date:

5-24-2012

Date:

05-30-2012

City Tax Registration Certificate Number: 615021-66

Internal Revenue Service ID Number: 95-4002138

Contract Number:

C-120460

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING AND
COOPERATIVE AGREEMENT BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY,
COMPTON UNIFIED SCHOOL DISTRICT,
AND LOS ANGELES CONSERVATION CORPS**

This Amendment to the Memorandum of Understanding and Cooperative Agreement ("Agreement") is entered into this 25th day of April, 2012, by and between **Mountains Recreation and Conservation Authority**, a public entity ("MRCA"), **Compton Unified School District** ("CUSD"), and **Los Angeles Conservation Corps**, a non-profit public benefit corporation ("LA Corps") for the purpose of developing, designing, constructing and maintaining a recreation and open space at Washington Elementary School (the "Site").

RECITALS

The original MOU is only altered in the sections as shown below.

SECTION 2: DUTIES AND RESPONSIBILITIES OF PARTIES

- 2.0 **MRCA.** MRCA or LA Corps (whomever serves as the grantee) shall retain full management responsibility for grant management, and shall cooperate with the District and LA Corps in the development, design and construction of the recreation and open space. MRCA shall develop the project plan for the project(s) which includes design input, shall prepare and administer the budget for the project(s), shall prepare the time line for construction and shall oversee the expenditure of funds. After good faith consultation and reasonable approval of CUSD and LA Corps, MRCA shall develop, design and construct the project(s) 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 CUSD. The MRCA will develop and construct maintenance and operation facilities required by LA Corps in compliance with CUSD and State standards. These facilities will include: office/administration area, restroom facilities, and a multi-purpose room.
- 2.2 **LA CORPS.** LA Corps or MRCA (whomever serves as the grantee) shall retain full management responsibility for grant management, and shall cooperate with the District and LA Corps in the development, design and construction of the recreation and open space. Once constructed, LA Corps will provide on-going maintenance of the project(s) including regular trash removal, maintenance of irrigation systems, graffiti removal, plant replacement, and open and closing of access gates in public areas. LA Corps will perform background checks and screening of all its' workers at the site. LA Corps shall employ local youth when possible. LA Corps will acquire any necessary permits, acquisitions, leases, easements and maintenance agreements in order to perform the work.

**Memorandum of Understanding and Cooperative Agreement Between Mountains Recreation
And Conservation Authority, Compton Unified School District, and Los Angeles Conservation Corps**

- 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 30 years.

SECTION 8: NOTICES

- 5.0 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**

**Compton Unified School District
501 South Santa Fe
Compton, California 90221
Attention: Karen E. Frison, Interim Superintendent**

**Los Angeles Conservation Corps
PO Box 15868
Los Angeles, California 90015
Attention: Bruce Saito, Executive Director**

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 [Signature]
Title DEPUTY EXECUTIVE OFFICER

Dated: May 7, 2012

FOR COMPTON UNIFIED SCHOOL DISTRICT:

By [Signature]
Title Superintendent

Dated: May 15, 2012

FOR LOS ANGELES CONSERVATION CORPS:

By [Signature]
Title EXECUTIVE DIRECTOR

Dated: 5/14/2012

EXHIBIT B

Phase 1



MAY 2011

SCALE 0 10 20 40' NORTH



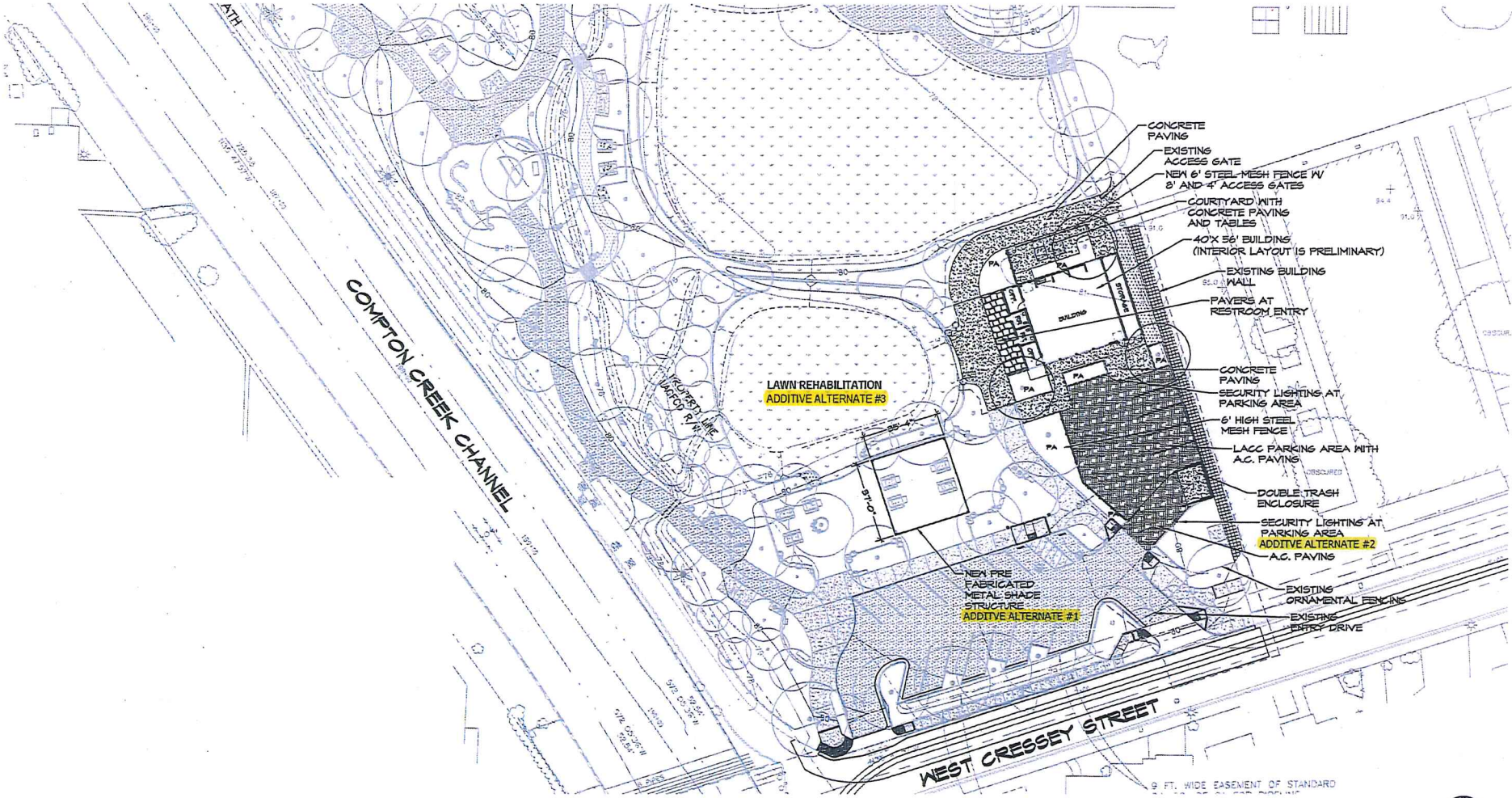
PHASE I SITE PLAN

COMPTON CREEK
NATURAL PARK

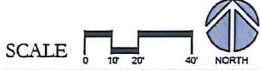
MRCA
COMPTON, CA

EXHIBIT B

Phase 2



OCTOBER 2014



SITE PLAN

COMPTON CREEK
NATURAL PARK PHASE 2
COMPTON, CA

EXHIBIT B

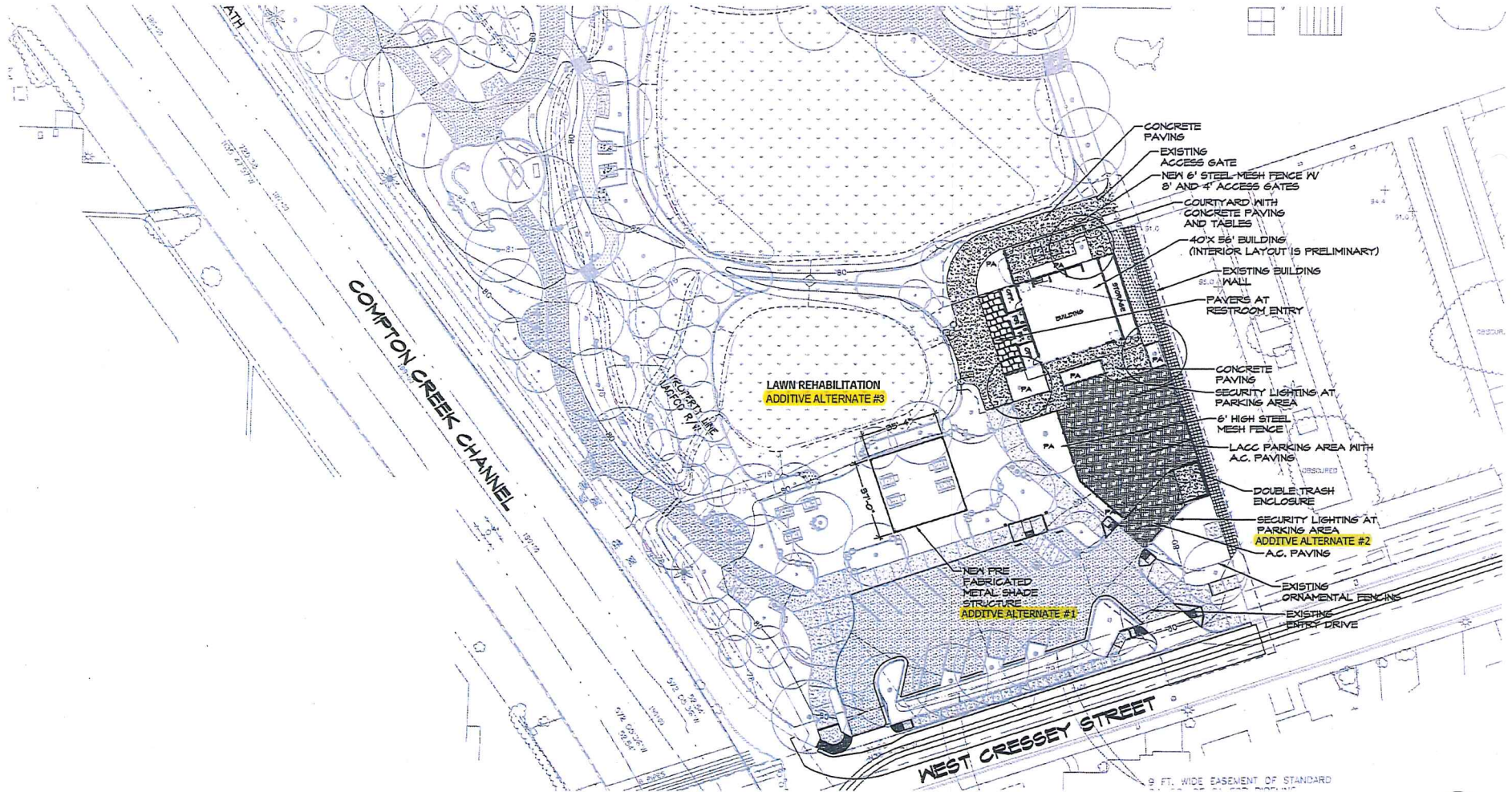
Phase 3

Compton Creek -
Washington Elementary
School Park
Conceptual Design, 7/1/11

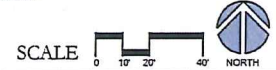


EXHIBIT C

Phase 2



OCTOBER 2014



SITE PLAN

COMPTON CREEK
NATURAL PARK PHASE 2
COMPTON, CA



EXHIBIT C

Phase 3



EXHIBIT D

INSURANCE

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the services or use of the Project site hereunder by the Parties, their agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverages.
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

B. Minimum Limits of Insurance

Each Party shall maintain limits no less than:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.
4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.
5. MRCA shall obtain, or cause its contractor to obtain completed operations coverage with respect to any structures, including modular or prefabricated structures, constructed and/or installed as part of the Phase 2 Improvements having a term of at least one (1) year for the modular building and five (5) years for the prefabricated shade structure.

6. LACC shall obtain, or cause its contractor to obtain completed operations coverage with respect to any structures, including modular or prefabricated structures, constructed and/or installed as part of the Phase 3 Improvements having a term of at least ten (10) years.

C. **Deductibles and Self-Insured Retentions**

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party's Risk Manager.

D. **Other Insurance Provisions**

Each policy shall contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The other Parties and their respective officers, employees, agents and volunteers are to be covered as additional insureds. Coverages shall contain no special limitations on the scope of protection afforded to the other Party, its officers, employees, agents and contractors.
 - b. Each policy shall state that the policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance coverage and limits on the District's policy is applied on an occurrence basis.
2. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the other Party.

E. **Acceptability of Insurers**

Insurance/coverage is to be placed with insurers acceptable to the other Party.

F. **Verification of Coverage**

Each Party shall furnish the other Parties with certificates of insurance/coverage, original endorsements, and Additional Insured Endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance and Additional Insured Endorsements shall be mailed to the following address or any subsequent address as may be directed by each Party:

MRCA Attachment
09-07-16
Item VII

District	Compton Unified School District 501 S. Santa Fe Compton, CA 90221 ATTN: Chief Administrative Officer
LACC	Chief Executive Officer Los Angeles Conservation Corps P.O. Box 15868 Los Angeles, CA 90015
MRCA	Executive Officer and Contract Officer Mountains Recreation and Conservation Authority Los Angeles River Center & Gardens 570 W. Avenue 26, Suite 100 Los Angeles, CA 90065

G. **Contractors/Subcontractors**

LACC and MRCA shall include all contractors and/or subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each contractor and/or subcontractor specifically naming the District, its officers, agents, employees, and volunteers as Additional Insureds under their General Liability Policies.