MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
AND NATIONAL AUDUBON SOCIETY dba AUDUBON CALIFORNIA

This Memorandum of Understanding and Cooperative Agreement ("Agreement") is entered into this ________ day of June, 2017, by and between Mountains Recreation and Conservation Authority, a joint exercise of powers agency established pursuant to Section 6500 et seq. of the Govt. Code ("MRCA"), and National Audubon Society, dba Audubon California, a not-for-profit entity ("NAS") 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 California is a program of National 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 organized exclusively for charitable purposes.

3. MRCA and NAS desire to work together to engage and inspire youth and communities in natural and recreational resource stewardship along the Los Angeles River Greenway.

4. This Agreement is not binding or legally enforceable, and imposes no enforceable obligations on the Parties. This Agreement is intended to set forth the duties and responsibilities of MRCA and NAS relative to their role in the development and implementation of a stewardship program at the Site and provide a foundation for future collaboration 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 herein.

SECTION 1: OVERVIEW OF PROJECT

1.0 The MRCA and Audubon California previously entered into an agreement in the Summer of 2014. This agreement will replace that agreement and formally changing the partner to be NAS's local chapter serving the subject parks.
The nature-based education and community programs at NAS are designed to engage children and their families in the outdoor world, and to give them a personal stake in its protection by making environmental issues relevant to their lives.

1.1 The parties seek to work together in accordance with this Agreement to design and implement an “adoption” program of a selection of these parks to encourage use, understanding, and care for these parks and the Los Angeles River. Directed community involvement in the ongoing 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, and planting of California native plants, shrubs, and trees. Activities to inspire youth and community involvement may also include environmental education programs with partnering NAS’s schools, organizations, and community volunteer events and socials.

SECTION 2: DUTIES AND RESPONSIBILITIES OF PARTIES

2.0 MRCA. MRCA shall be responsible for the following:

a. Site Control. MRCA shall retain all responsibilities for the parks and shall facilitate adoption 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 NAS. When MRCA staff or third party groups have events or work scheduled at adopted parks, MRCA shall communicate with NAS about such activity in advance.

b. Work Plan Approval and Oversight. MRCA shall provide timely review, comment, and written approval as appropriate for site plans, proposed third-party partners, calendar of events and work scopes and activities submitted by NAS for the adopted parks. MRCA will provide training, oversight, and feedback for NAS activities through staff participation and written feedback as appropriate for each activity.

c. Media. NAS shall promote park adoption through press releases or notifications on public media sources and credit NAS.

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2.1 National Audubon Society. The parties shall enter into the following:

a. Site Plan and Activity Development. The National Audubon Society (NAS) shall be responsible for the following:

- Site Plan and Activity Development: NAS will provide all activities, calendars of events, work scopes, and intended maintenance methods for review, comment, and written approval at least two weeks in advance of the intended activity and prior to finalizing these materials for implementation. NAS will provide MRCA with a list of proposed third-party organizations that NAS intends to partner with for MRCA review and pre-approval. NAS will provide MRCA with appropriate information and signed releases for individual participants in the project.

b. Activity Supervision and Training: NAS will provide supervision and safety supplies for each event to ensure activities are conducted in a reasonable and safe manner that protects participants and the resources under stewardship. NAS will provide Project participants with training, tools, materials, and oversight for each event.

c. Documentation and Recognition: NAS will document Project activities conducted through written reports to be submitted to MRCA once per year, or other frequency as agreed upon by MRCA and NAS. NAS will recognize MRCA in notifications, publications, and reports about the Project.

SECTION 3: PROJECT SITES

3.0 The parties have agreed on the 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. At no time shall MRCA be responsible for any damage, injury, trespass, or other claims incurred by or caused by NAS while on MRCA parkland or third-party property.

3.2 Additional parks may be added to this Project at any time as mutually agreed upon in paragraph 5.6.

SECTION 4: TERM

4.0 This Agreement shall commence upon approval by the parties and shall be 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 extension shall be by mutual written agreement of the parties.
SECTION 5: GENERAL PROVISIONS

5.0 This Agreement may be terminated upon 30 days written notice given by any party to this Agreement to the other party hereto.

5.1 The parties agree to execute such additional documents as are necessary to carry out the terms of this Agreement.

5.2 Each party to this Agreement is intended to give right to another third party entitled to this Agreement or another party in this Agreement.

5.3 No provision of this Agreement is intended to give any third party or entity not a party to this Agreement or any provision of this Agreement.

5.4 Amendment to this Agreement must be in writing and signed by authorized representatives of the parties hereto.

5.5 MRCA and NAS 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 NAS 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 rights arising out of, involving, or dealing with any act, omission or neglect of NAS, its officials, officers, employees, agents or contractors which related to NAS’s obligations under this Agreement.

6.1 NAS 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 rights 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 NAS 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, NAS 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

National Audubon Society
Audubon California
4700 N. Griffin Ave
Los Angeles, CA 90031
Attention: Marcos Trinidad, Center 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:

Title ____________________________

Dated ____________________________

FOR NATIONAL AUDUBON SOCIETY:

Title ____________________________

Dated ____________________________
EXHIBIT A

Site 1- Rattlesnake Park

Site 2- Steelhead Park
Site 3- Elysian Valley Gateway Park