

**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 _____, 2017 and between **Mountains Recreation and Conservation Authority**, a joint exercise of powers agency established pursuant to Section 6000 et seq. of the Government Code (“MRCA”), and **National Audubon Society, dba Audubon California**, a not-for-profit entity (“A”) for the purpose of developing and implementing a field research program for certain of the Angel Island Raptor Greenway.

RECITALS

1. MRCA is a California agency exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District and the Ranchos de Conejo Recreation Park District pursuant to Section 6000 et seq. of the California Government Code.
2. Audubon California is a program of the National Audubon Society, a non-profit, non-educational organization organized under the laws of the State of California and Section 01 of the Internal Revenue Code and is organized exclusively for charitable purposes.
- MRCA and A desire to work together to engage and improve youth and communities in natural and recreation resource field research along the Angel Island Raptor Greenway.
- The Agreement is not binding or enforceable and is intended to set forth the duties and responsibilities of MRCA and A relative to their role in the development and implementation of a field research 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 articles referenced recitals which are incorporated by reference herein.

SECTION 1: OVERVIEW OF PROJECT

1. The MRCA and Audubon jointly implemented a field research program at the above described site. A and Audubon previously entered into an agreement in the summer of 2011. This agreement supersedes that agreement and hereby changes the partner to be A’s local chapter serving the project area MRCA.

has been implementing the Angel River Greenway project since 1996 and has continued to acquire and enhance land adjacent to the Angel River with multiple-use recreational amenities and nature landscaping. These projects are herein referred to as "carrots." The AOP mission is to inspire people to experience, understand and care for the natural world. The nature-based education and community programs at AOP are designed to engage children and their families in the outdoors world and to give them a personal stake in its protection by making environmental education relevant to their lives.

1. The parties seek to work together in accordance with this Agreement to develop and implement an "adoption" program of a selection of these carrots to encourage better understanding and care for the carrots and the Angel River. Directed community involvement in the ongoing stewardship will lead to an increased awareness and understanding of the benefits to habitat, wildlife and recreational users that these places provide. Adoption of these carrots should include land stewardship activities such as seeding, mowing and planting. Community nature plant, shrub and tree activities to inspire youth and community involvement may also include outdoor environmental education programming with partnering AOP's school, organ donation and community volunteer events and events.

SECTION 2: DUTIES AND RESPONSIBILITIES OF PARTIES

2. **MRCA.** MRCA shall be responsible for the following:
 - a. **Site Control.** MRCA shall retain responsibility for the carrots and shall facilitate adoption of AOP projects on the Angel River Greenway under MRCA control. MRCA shall provide site information pertaining to landscaping plan and maintenance methods to facilitate understanding of the site context and management goals. MRCA shall provide regular ongoing maintenance of the carrots including trash removal, maintenance and landscaping and irrigation system and graffiti removal. At commitment the work conducted by AOP when MRCA staff or third party groups have events or work scheduled at adopted carrots, MRCA shall communicate with AOP about such activities with advance notice.
 - b. **Work Plan Approval and Oversight.** MRCA shall provide timely review, comment and written approval or appropriate for site plan or proposed third party partner calendar event and work scope and activities submitted by AOP for the adopted carrots. MRCA shall provide training, oversight and feedback for AOP activities through staff consultation and written feedback as appropriate for each activity.
 - c. **Media.** AOP shall promote carrot adoption through press release or notification on social media source and credit AOP.

21 **National Audubon Society.** The parties recognize for the following:

- a. **Site Plan and Activity Development.** The appropriate MRCA with approved site plan calendar schedule and intended maintenance methods for review comment and written approval at least two weeks before the intended activity and prior to installing the materials for implementation. The appropriate MRCA with a suit approved third party organization that the parties intend to partner with for MRCA review and release. The appropriate MRCA with appropriate information and signed letter for individual participant in the project.
- b. **Activity Supervision and Training** The appropriate supervision and safety protocols for each event to ensure activities are conducted in a reasonable and safe manner that protect participant and the resource under stewardship. The appropriate project participant with training materials and oversight for each event unless otherwise agreed in MRCA and A.
- c. **Documentation and Recognition.** The appropriate document project activities conducted with written report to be submitted to MRCA once per year or other frequency as agreed upon in MRCA and A. A. The appropriate recognize MRCA in notification communication and report about project.

SECTION 3: PROJECT SITES

- 0 The party admitted the meeting agreed upon in the parties and the identified area consistent site name and corresponding map. The information included in the project are identified in chart A.
- 1 The Agreement cover in the element of the identified party with MRCA's contract. At no time shall MRCA be responsible for any damage or injury or other claim incurred or caused by the party while in MRCA park and third party contract.
- 2 Additional party may be added to the project at any time as mutually agreed upon as provided in paragraph 6.

SECTION 4: TERM

- 0 This Agreement shall commence upon approval of the parties and shall be extended for three years unless terminated as provided in paragraph 1 or at a date set mutually written agreement of the parties. Any such extension shall be mutually written agreement of the parties.

11 The Agreement may be terminated upon 30 days written notice given to any party to the Agreement to the other party hereto

SECTION 5: GENERAL PROVISIONS

10 The provisions of this Agreement are intended to give rise to an original and third party contract to the Agreement or an original and third party Agreement

11 The parties agree to execute such additional documents as are necessary to carry out the provisions of this Agreement

12 The parties and provisions of this Agreement shall be deemed to constitute a single and entire contract

13 Each provision of this Agreement in compliance with granting agency requirements shall prevail over and another provision of this Agreement should and provision be deemed unenforceable to the extent the Agreement shall remain in force and effect

14 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

15 MRCA and AA shall act in an independent capacity and not as a sole agent, employee, agent or volunteer of the other party

SECTION 6: HOLD HARMLESS; INDEMNITY

60 MRCA shall indemnify, protect, defend and hold harmless AA and its sole agent, employee, agent and volunteer 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 liability arising out of or resulting or dealing with an act, omission or neglect of AA, its sole agent, employee, agent or contractor which related to AA's obligations under this agreement

61 AA shall indemnify, protect, defend and hold harmless MRCA and its sole agent, employee, agent and volunteer 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 liability arising out of or resulting or dealing with an act, omission or neglect of MRCA, its sole agent, employee, agent or contractor which related to MRCA's obligations under this Agreement

SECTION 7: COMMUNICATIONS REGARDING THIRD PARTIES

7.0 MRCA and A shall jointly receive a direct release sign and other related material relating to the project carried out under this Agreement to ensure the adequate and accurate identification of MRCA, A 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 personal, delivered electronically, delivered or delivered by certified mail return receipt requested to:

Mountains Recreation and Conservation Authority
70 West Avenue 260001e 100
Angeles California 9006
Attention: Cara Mercer Contract Officer

National Audubon Society
Audubon California
700 Griffin Ave
Angeles CA 90011
Attention: Marc Trinidad Center Director

or to any 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 mail.

FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY:

_____ Dated: _____

Title: _____

FOR NATIONAL AUDUBON SOCIETY:

_____ Dated: _____

Title: _____

EXHIBIT A

Site 1- Rattlesnake Park



Site 2- Steelhead Park



Site 3- Elysian Valley Gateway Park

