

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
AND THE  
CITY OF LOS ANGELES**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Los Angeles, a municipal corporation (“City”) and the Mountains Recreation and Conservation Authority (“MRCA”) (collectively, “Parties”), a local public entity established by the Santa Monica Mountains Conservancy, the Conejo Recreation and Parks District and the Rancho Simi Recreation and Park District.

**RECITALS**

A. City is the owner of approximately 41.485 acres of vacant land in the City of Los Angeles, described as Assessor’s Parcel Nos. 5442-002-823, 5442-002-824, 5445-004-802, and 5445-004-803 (“Property”). The Property is commonly known as the “Taylor Yard” or “G-2” property and described in Exhibit A, attached hereto and incorporated by reference herein;

B. MRCA’s mission is to promote open space and parkland, watershed lands, trails, and wildlife habitat, and MRCA works in cooperation with local government partners to acquire parkland, participate in vital planning processes, and complete major park improvement;

C. City, on \_\_\_\_\_, 2018, conveyed a multipurpose easement to MRCA on and over an approximately 9.275 acre portion of the Property and on \_\_\_\_\_, 2018, City conveyed a multipurpose easement over an additional approximate 3.225 acres (collectively, “Easements”), which portions of land are described in the Grant of Multipurpose Easement (recorded on \_\_\_\_\_) and the Grant of Multipurpose Easement – Option Area (recorded on \_\_\_\_\_), respectively (collectively, “Grants”). The Grants were conveyed to the MRCA through an Agreement for Purchase and Sale, Joint Escrow Instructions, and Agreement for Exercise of Option to Purchase, dated \_\_\_\_\_ and an Agreement Regarding Exercise of Option dated \_\_\_\_\_ (collectively, “Purchase Agreements”). A description of the areas of the Property encumbered by the Easements are attached hereto as Exhibit \_\_\_\_ (collectively, the “Easement Area”). The purpose of the Easements are for the preservation of open space, construction of public access improvements, additional environmental cleanup, and habitat restoration, and other activities on the Easement Area as described in the Grants.

D. Pursuant to the Purchase Agreements, the Parties agreed to enter into this MOU as referenced in the Grants, which will, in part outline: (i) the MRCA’s access rights on the Property

to the Easement Area over existing and future roads, driveways, pathways, and third party easements, (ii) the process for planning, coordinating and implementing the Parties' respective responsibilities on the Easement Area for purposes of remediating contamination on the Property and Easement Area, and (iii) the process for planning, coordinating and implementing the preservation of open space, construction of public access improvements, additional environmental cleanup, and habitat restoration, and other activities on the Easement Area as described in the Grants.

E. City and MRCA understand and acknowledge that the Property, including the Easement Area, was previously utilized as a railroad maintenance yard and that environmental remediation, under the direction of the California Department of Toxic Substances Control ("DTSC") is required.

F. In accordance with Section 2 herein, City intends and is required to complete the remediation of contamination on the Property pursuant to: (i) the Remedial Action Plan dated February 14, 2014 ("Existing RAP") between the Property's prior owner Union Pacific Railroad Company ("UP") and the DTSC which requires remediation to industrial use levels; (ii) the California Land Reuse and Revitalization Act Agreement dated January 18, 2018 between the City and the DTSC ("CLRRA Agreement") which mandates several investigatory and cleanup actions; (iii) the Grant Deed between UP and City recorded March 1, 2017; (iv) the Purchase and Sale Agreement ("PSA") dated October 28, 2016 between UP and City for sale of the Property to City; and (v) the Remediation Escrow Agreement attached as Exhibit F to the PSA, as such documents are amended (collectively "City's Remediation Obligations" or "Grantor's Remediation Obligations").

G. While City acknowledges it is solely responsible for implementing the Existing RAP and remediating the Property as required by City's Remediation Obligations to industrial use standards and for all costs, expenses and liabilities related thereto, MRCA acknowledges that after the implementation of the Existing RAP it is solely responsible for any additional remediation of the Easement Area that may be required in the event it unilaterally exercises its rights under the Grants as provided under Section 3 herein.

H. If Parties determine that it would be mutually beneficial to instead amend the RAP to remediate the Easement Area for any interim projects, subject to City approval, then the Parties are subject to the cooperation rules provided in Section 4 herein.

I. Parties acknowledge a shared goal of mutual cooperation and an integrated approach regarding the environmental cleanup, early activation, and interim and long-term planning and use of the Easement Area and the Property to ensure complementary or uniform design on the entire

Property. Parties acknowledge that the execution of this MOU for the purposes stated herein constitutes material consideration for entering into the Purchase Agreements as stated therein.

J. Parties also acknowledge that environmental cleanup, early activation, and/or interim uses of the Easement Area will be required prior to the realization of long-term uses and agree that a unified, integrated approach for early and interim uses of the Easement Area by the Parties will strengthen efforts to secure public and private grant funding by expanding the possible sources of matching funds, which are often a deciding criterion in grant making decisions.

K. Parties further acknowledge that outreach for public input regarding early, interim, and long-term uses of the Easement Area, and their relation to the Property, will have greater clarity if one of the Parties acts as the lead.

L. Parties are committed to conservation, restoration, connectivity, and environmental enhancement of the Los Angeles River ("River") and protection of the River watershed and water quality using, as a guide, the Los Angeles River Revitalization Master Plan, which was adopted by the City of Los Angeles to restore the River's ecological function and transform it into an amenity for residents and visitors to the City. The Parties are committed to realizing these goals in a manner that maximizes and efficiently utilizes the investment of public funds into the Property, Easement Area, and subsequent projects thereon. These goals are consistent with the implementation of the U.S. Army Corps of Engineers' Los Angeles River Ecosystem Restoration Project ("LARER Project"), which has been identified by the City as the preferred long term plan for the River and which includes the Property.

NOW, THEREFORE, incorporating the above Recitals as part of this MOU, the Parties mutually agree and understand as follows:

### **Section 1. Purpose**

As outlined in the Grants and the Purchase Agreements, the Parties have agreed to enter into this MOU in order to outline the mutual cooperation between the Parties relating to the cooperative planning, environmental remediation, and coordinated development and improvement of the Property and the Easement Area. This MOU describes the Parties' respective roles in the environmental remediation of the Property and Easement Area pursuant to the Existing RAP and under any subsequent amendment thereto or replacement thereof. As outlined herein, this MOU represents the Parties' intent to engage in cooperative planning for the long term and interim uses of the Easement Area and Property, including, but not limited to public access, use as public parkland, habitat restoration, implementation of LARER, and ensuring that the proposed uses of the Easement Area and Property are consistent with the intended public purposes intended

(collectively, "Joint Public Purposes"). By executing this MOU, the Parties agree to abide by its terms and conditions.

## **Section 2. Cooperation Rules for Remediation to Implement the Existing RAP**

Pursuant to Section 9.0 of the Purchase Agreements, the City has an obligation to implement the Existing RAP at its sole cost, expense and liability. In order to implement the Existing RAP, the City has executed a consultation and monitoring agreement with DTSC known as the CLRRA Agreement, under which DTSC has the authority to: approve any future response plans; order the City to abate endangerments on the Property; ban the public from entering endangerment areas; promulgate safety rules for such areas; and determine the protocols for communications with the public (collectively, "DTSC Site Authority"). Thus, the Parties hereby agree to comply with the following cooperation rules for Remediation to Implement the Existing RAP on the Easement Area:

- (a) Dealings with DTSC –
  - (i) City shall be the sole contact with DTSC during remediation of the Easement Area under the Existing RAP and CLRRA Agreement. The MRCA will be given the opportunity to be present at any and all City discussions with DTSC regarding the Easement Area. MRCA shall not unilaterally contact DTSC unless at the request of City. MRCA shall be copied on all communications with DTSC regarding the Easement Area, and provided with copies of all documentation. Any DTSC approved amendments to the City's obligations under the Existing RAP which affect the Easement Area must be agreed to in writing by the MRCA pursuant to Section 9.0 of the Purchase Agreements.
  - (ii) MRCA shall comply with all reasonable requests from the City and allow the City to perform its obligations under the Existing RAP. If DTSC determines that MRCA, as the holder of the Easements, is a necessary party to the CLRRA Agreement for the purposes of implementing the Existing RAP, MRCA agrees to become a signatory on the CLRRA Agreement.
  - (ii) If required by DTSC, the MRCA will be responsible for activities outlined in any long-term operations and maintenance agreement or restrictive use covenant required in the Easement Area.

(b) Parties' Use Rights - City shall have its full use rights on the Easement Area (listed in Section 3 of the Grants) in order to implement the Existing RAP through the CLRRRA Agreement, and the required annual groundwater monitoring. MRCA shall not infringe City's use rights during such implementation. Also, unless permitted by DTSC, MRCA shall not exercise its use rights on Easement Area during such RAP implementation (other than those rights listed in Sections 2 (d) and (e) of the Grants).

(c) Public Outreach - City shall be the sole contact with the public, and sole originator of all communications with the public related to City implementation of the Existing RAP through the CLRRRA Agreement, including without limitation, all fact sheets, community notices, updates, tours and meetings. MRCA shall not contact the public regarding the Existing RAP or the CLRRRA Agreement. Notwithstanding the above, MRCA will not be restricted from communicating or corresponding with any party in order to protect its rights hereunder or pursuant to the Grants or the Purchase Agreements.

(d) Environmental Documentation - City shall be: (i) the lead agency on all environmental documentation required for remediation of the Easement Area under the Existing RAP, CLRRRA Agreement, or other City plans, approvals and agreements, including without limitation, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports prepared under the California Environmental Quality Act ("CEQA"), and (ii) the sole party to work with environmental regulators with jurisdiction over the Easement Area, including without limitation, preparation of required environmental documentation.

**Section 3. Cooperation Rules for the Design and Development of Future Improvements on the Easement Area after the City Implements the Existing RAP**

Pursuant to Section 9.1 of the Purchase Agreements, if the MRCA pursues improvements or uses on the Easement Area that require a remediation level that differs from the Existing RAP, then MRCA will be solely responsible for the cost, expense and liability related to the submission of a subsequent remedial action plan to DTSC ("Subsequent Remedial Action Plan"). Additionally, the Parties hereby agree to comply with the following cooperation rules for the remediation, planning and development of the Easement Area as detailed in a future, Subsequent Remedial Action Plan. The Parties have agreed mutually to cooperate in the environmental cleanup, early activation, and interim and long-term planning for the Easement Area and the Property. The MRCA intends that the Easement Area will be used in perpetuity for purposes consistent with its rights under the Grants. While these uses expressly include the implementation of the LARER Project, they also include interim uses of the Easement Area for the purposes of habitat restoration, public access, and recreation. Thus, the Parties hereby agree to comply with the following cooperation rules for Design and Development of Future Improvements on the Easement Area after the City Implements the Existing RAP:

(a) Dealings with DTSC - Pursuant to Health and Safety Code Section 25395.92 (and DTSC's interpretation of "bonafide purchasers" thereunder to include easement holders such as MRCA), MRCA may seek to enter its own CLRRRA Agreement with DTSC to carry out any Subsequent Remedial Action Plan or other plan to remediate contamination on the Easement Area. Whether or not MRCA opts to enter such Agreement with DTSC, the Parties agree to cooperate as follows in their dealings with DTSC:

- (i) The City shall expeditiously consider the MRCA's plans for additional remediation within the Easement Area. Upon completion of remediation, the MRCA shall submit documentation to DTSC to obtain case closure in the Easement Area. The City shall be copied on all communications with DTSC, and provided with copies of all documentation.
- (ii) If required by DTSC, the MRCA will be responsible for activities outlined in any long-term operations and maintenance agreement or restrictive use covenant required in the Easement Area.
- (iii) Once the City has implemented the Existing RAP and obtained case closure from DTSC, the MRCA will be responsible for any DTSC future requirements, requests and enforceable actions related to remediation that may be required under a Subsequent Remedial Action Plan.
- (iv) Once the City has implemented the Existing RAP and obtained case closure from DTSC, the MRCA will be responsible for paying DTSC oversight fees that may be required under a Subsequent Remedial Action Plan.
- (v) Once the City has implemented the Existing RAP and obtained case closure from DTSC, the MRCA shall reimburse the City for costs associated with DTSC-required long-term operations and maintenance of annual groundwater monitoring in the Easement Area on a prospective basis.

(b) Parties' Use Rights – During the MRCA's implementation of any Subsequent Remedial Action Plan contemplated under this Section, the Parties shall enjoy the full exercise of their respective rights to the Easement Area as described in the Grants unless restricted by DTSC. Nothing contained herein should be interpreted to convey to either Party the right to infringe on the other Party's rights in the Grants.

(c) Public Outreach – MRCA shall be the sole contact with the public, and sole originator of all communications with the public related to the development and implementation of a

Subsequent Remediation Action Plan, including without limitation, all fact sheets, community notices, updates, tours and meetings. The City shall not contact the public directly regarding the Subsequent Remediation Action Plan, unless at the request of the MRCA. Notwithstanding the above, the City will not be restricted from communicating or corresponding with any party in order to protect its rights hereunder or pursuant to the Grants or the Purchase Agreements.

(d) Environmental Documentation – Pursuant to Sections 9.1 (a) of the Purchase Agreements, the MRCA shall be solely responsible, if required to, obtain the appropriate CEQA review and approval of such uses and improvements. The MRCA shall be: (i) the lead agency on all environmental documentation required for remediation and development of the Easement Area under the Subsequent Remedial Action Plan, including without limitation, Negative Declarations, Mitigated Negative Declarations, and EIRs prepared under the CEQA, and (ii) the sole party to work with environmental regulators with jurisdiction over Easement Area, including without limitation, preparation of required environmental documentation. The MRCA shall notify the City of its intent to prepare environmental documentation for CEQA purposes and will share the administrative drafts for review and comment.

(e) Construction Cost – Unless otherwise agreed between the Parties, the MRCA shall be responsible for construction and all other implementation costs, including permitting fees, associated with interim uses within the Easement Area.

**Section 4: Cooperation Rules for Design and Development of Future Improvements on the Easement Area as related to Jointly Amending the Existing RAP**

Pursuant to Section 9.2 of the Purchase Agreements, if the Parties contemplate pursuing a subsequent, mutually agreed-upon modification(s) of the Existing RAP to ensure a cohesive and comprehensive approach to all future development of the Property and the Easement Area, the Parties agree to collaborate and coordinate with each other regarding planning, development, and improvement on the Property and the Easement Area. Prior to the execution of this MOU, the City, through its Bureau of Engineering and with input from the MRCA, hired design and engineering consultants to assist with the planning and remediation associated with potential interim and long-term uses which are non-industrial on the Property, subject to City Council approval. Parties acknowledge that the planning and design work performed prior to the execution of this MOU was conducted by City with input from the MRCA. Parties agree to utilize the planning and design concepts as developed as of the date of execution of this MOU, on a prospective basis, subject to changes to scope and designs mutually agreed upon by the Parties. Pursuant to Recital H above, should the Parties mutually agree to not implement the Existing RAP but instead jointly amend it as necessary in order to develop any proposed interim and/or long-term uses on the Easement Area (“Jointly Amended RAP”), the Parties hereby agree to comply with the following cooperation rules. Unless the Parties otherwise agree, the City’s contribution towards costs associated with any

proposed and/or approved interim and/or long-term uses on the Easement Area requiring a Jointly Amended RAP shall be limited to Remediation Costs as described in Section 4(c).

(a) The Parties hereby acknowledge the design for the Easement Area and the Property will be a collaborative effort through the City's design and engineering consultants.

- (i) Parties hereby agree to schedule and hold joint meetings not less than quarterly to coordinate their respective plans for the Property and Easement Area.
- (ii) Both MRCA and City shall be present at all meetings related to planning, design, and engineering on the Easement Area and Property.
- (iii) Nothing in this Section shall be interpreted to infringe on the Parties' respective rights on the Easement Area and the Property.

(b) Dealings with DTSC –

- (i) The City shall be the lead agency in contact with DTSC related to the Jointly Amended RAP. The MRCA will be given the opportunity to be present at any and all City discussions with DTSC regarding the Jointly Amended RAP. MRCA shall not unilaterally contact DTSC unless at the request of City. MRCA shall be copied on all communications with DTSC regarding the Jointly Amended RAP, and provided with copies of all documentation.
- (ii) The Parties will be jointly responsible for any DTSC requirements, requests and enforceable actions related to the remediation that may be required under a Jointly Amended RAP.
- (iii) The Parties will be jointly responsible for paying DTSC oversight fees that may be required under a Jointly Amended RAP pursuant to Section 4(c).

(c) Remediation Costs – Pursuant to Recital F, the City is obligated to remediate the Property to industrial standards as required by the Existing RAP. The costs to perform said remediation under a Jointly Amended RAP are yet to be determined. At such time that these costs are ascertained, the Parties will determine the amount of Property remediation costs under the Existing RAP associated with the Easement Area. The City shall contribute this amount towards costs associated with any proposed and/or approved interim and/or long-term uses on the Easement Area requiring a Jointly Amended RAP (“Easement Area City Contribution”). Unless the Parties otherwise agree, the MRCA shall be responsible for any remaining costs associated with any proposed and/or approved interim and/or long-term uses on the Easement Area requiring a Jointly



Amended RAP to the extent the remediation cost of a Jointly Amended RAP on the Easement Area exceeds the costs of the City's obligations as stated in Recital F. This MOU shall be amended accordingly to reflect the actual costs that each Party is responsible for under this Section.

(d) Parties' Use Rights – During the implementation of any Jointly Amended RAP contemplated under this section, the Parties shall enjoy the full exercise of their respective rights to the Easement Area and Property as described in the Grants. Nothing contained herein should be interpreted to convey to either Party the right to infringe on the other Party's rights in the Grants.

(e) Public Outreach – MRCA and City will jointly develop and approve a public outreach plan ("Jointly Amended RAP Public Outreach Plan") which will outline the Parties' approach to communications with and the provision of information to the public related to the Jointly Amended RAP. City, pursuant to the Jointly Amended RAP Public Outreach Plan, in consultation with the MRCA, shall be the primary contact with the public, and originator of all agreed upon communications with the public related to the implementation of a Jointly Amended RAP, including without limitation, all fact sheets, community notices, updates, tours and meetings. The MRCA shall reimburse the City for its proportionate share of the costs related to any public outreach on the Jointly Amended RAP. Notwithstanding the above, MRCA and the City will not be restricted from communicating or corresponding with any party in order to protect their rights hereunder or their or the public's interests pursuant to the Grants or the Purchase Agreements.

(f) Environmental Documentation – The City shall be: (i) the lead agency on all environmental documentation required for remediation of the Easement Area under a Jointly Amended RAP or other City plans, approvals and agreements, including without limitation, Negative Declarations, Mitigated Negative Declarations, and EIRs prepared under CEQA, and (ii) the primary contact with environmental regulators with jurisdiction over Easement Area, including without limitation, preparation of required environmental documentation. Notwithstanding the above, the MRCA will be given the opportunity to be present at any and all City discussions with environmental regulators regarding environmental documentation. MRCA shall be copied on all communications with DTSC regarding the environmental documentation, and provided with copies of all documentation.

(g) Notwithstanding the above, nothing contained herein shall be interpreted to prohibit either Party from separately retaining consultants to provide professional services including, but not limited to planning, environmental consulting/remediation, landscape design, or geotechnical engineering.

(h) Planning and Construction Cost – At such time that a Jointly Amended RAP has been approved by DTSC and a project has been determined for the Easement Area and Property, the Parties agree to meet within 30 days of the project's approval by the Los Angeles City Council to determine how planning and construction costs will be allocated between the Parties.

### **Section 5. Cooperation Rules for Events**

(a) Parties agree to coordinate events involving public and private use of the Easement Area, including without limitation, the booking, budgeting, parking, and coordination of events (e.g., non-competition between City and MRCA events). MRCA and City agree to comply with all applicable regulations, including without limitation, the Los Angeles Municipal Code, for holding events. Each Party hereto is authorized to hold such events, to the extent they do not infringe on the other's property rights, pursuant to the Grants.

(b) Parties further agree to collaborate on an operation and funding structure to ensure that any funds generated on the Property or Easement Area, including through special event permits, filming, and recreational activities, will be utilized solely for the maintenance, security, programming, operation, planning, and improvement of the Property and Easement Area in a manner that is consistent with this MOU, Grants, and Purchase Agreements.

### **Section 6. Cooperation Rules for Safety and Security**

(a) The Parties hereby agree that safety and security of the Property and Easement Area are of primary concern. Parties acknowledge a shared goal of mutual cooperation regarding the patrolling and security of the Easement Area. Because the Property is known to be contaminated, the public shall not have access to the site unless accompanied by the City or its designee, or the MRCA or its designee, until the City has received a Notice of Completion of the remediation of the site by DTSC. Perimeter fencing and "No Trespassing" signage on the Property shall be maintained by the City during the implementation of the Existing RAP or Jointly Amended RAP and until receipt of a Notice of Completion from DTSC.

(b) The Parties acknowledge that they will periodically become aware of health and safety risks on the Property, including the Easement Area, as part of their ownership and management rights there. The Parties further acknowledge that Health and Safety Plans ("Plans") have been prepared (or will be prepared) to guide and monitor site investigation and remediation work on the Property, including the Easement Area, which work may reveal health and safety risks as it is carried out. Such health and safety risks include, without limitation, previously unknown: (i) toxic risks (e.g., hazardous substances in excess of action levels stated in Plans), (ii) subsurface risks (e.g., buried drums and USTs), (iii) surface risks (e.g., asbestos-laden building foundations), and (iv) elevated levels of soil gas vapors beneath foundations (collectively "Site Risks"). Such Site Risks may result in, without limitation, personnel injuries and medical treatment, temporary shut-downs of work under the Plans, and work site evacuations ordered by DTSC (collectively "Risk Responses"). The Parties therefore agree to notify each other, within forty eight (48) hours of occurrence, of all Site Risks and their Risk Responses (if any).

(c) Should either Party fail to comply with the provisions of this Section, that Party shall reimburse the other Party for any services it provides under this Section.

#### **Section 7. Cooperation Rules for Operation and Maintenance**

(a) The City shall be solely responsible for operation and maintenance of the Property and Easement Area including, but not limited to, nuisance abatement, brush clearance, and Stormwater Pollution Prevention Plan ("SWPPP") implementation, during the implementation of the Existing RAP and until receipt of the Notice of Completion from DTSC.

(b) Pursuant to Sections 3 and 4 above, should the Parties mutually agree to either pursue a Subsequent Remedial Action Plan or a Jointly Amended RAP that differs from the remediation required under the Existing RAP, then the Parties shall amend this MOU as it relates to the cooperation rules for operations and maintenance of the Easement Area.

(c) Should either Party fail to comply with the provisions of this Section, that Party shall reimburse the other Party for any services it provides under this Section.

#### **Section 8. Conflict Resolution Rules**

(a) The Parties shall use their best efforts to resolve disputes under this MOU related to their compliance with the cooperation rules set forth in Sections 2 through 6 hereof. Any dispute or misunderstanding that may arise under this MOU shall first be addressed through negotiations, if possible, between the Parties. If a dispute cannot be resolved at this administrative level, the Parties mutually agree to utilize alternative legal means to resolve such disputes as outlined in this Section.

(b) If the dispute cannot be resolved pursuant to Section 8(a), the Parties shall utilize the services of Judicial Arbitration and Mediation Services (also known as "JAMS") for a final binding decision. Parties will utilize a mutually agreeable arbitrator and will jointly set a timeline for arbitration and any other applicable terms that may be required.

#### **Section 9. MRCA Access to Easement Area**

Parties agree that, pursuant to the terms outlined herein, access rights over the Property to the Easement Area are as follows:

- (a) Roadway commencing on San Fernando Road, described in document entitled "Roadway Easement", recorded on December 21, 1990 as Instrument No. 90-2105715 of Official Records of Los Angeles County;

- (b) Ingress and egress roadway within the Property, as described in document recorded on December 23, 2003 as Instrument No. 03-3852106 of Official Records of Los Angeles County.
- (c) Any other future instruments that may be executed between both Parties.
- (d) Nothing contained in this Section should be interpreted to prohibit or preclude the MRCA from seeking or securing alternative access to Easement Area from other entities which are not parties to this MOU.

#### **Section 10. City Access to Easement Area**

Parties agree that City shall have access rights over the Easement Area for the purposes listed in Section 3 of the Grants and City shall not be precluded from requesting additional access to the Easement Area as needed.

#### **Section 11. Cooperation Rules for Publicity**

Parties agree to cooperate and coordinate with respect to the nature, text, and timing of any press release(s) or public announcement(s) concerning the existence of this MOU, or any remediation or improvement of the Property or Easement Area except as may legally be required by applicable laws, regulations, or judicial order. The Parties agree to provide advance written notice of any press release(s) or public announcement(s) related to the Property, Easement Area, or any remediation or improvement thereon. The Parties agree to periodically review the publicity activities and the Parties' respective roles under this Section. Nothing contained herein is intended to preclude either the City or MRCA from maintaining and updating information hosted on its websites which has been coordinated between the Parties pursuant to this Section.

Parties further agree to jointly develop and approve a public outreach plan for any joint project to be implemented on the Property which includes the Easement Area (hereinafter, "Project Public Outreach Plan"). Notwithstanding any other provision of this MOU, the Project Public Outreach Plan will govern all public outreach and publicity regarding the implementation of a joint project on the Property and Easement Area.

#### **Section 12. Cooperation Rules for Future Grant Funding**

To ensure coordinated scopes and budgets Each Party shall be notified if the other Party intends to begin preparation of a grant application for use on the Property or Easement Area. If the proposed grant affects the Easement Area, or a portion of the Property that could reasonably

foreseeably affect the Easement Area, the other Party will be given the option to participate in the grant.

### **Section 13. Non-Performance of Obligations Under MOU**

If either Party fails to perform when due any of its obligations hereunder (and that failure continues for a period of 30 days after receipt of written notice from performing Party), the non-performing Party shall be in default and the performing Party shall have right to pursue any remedy at law or in equity. Additionally, if either Party fails to perform its obligations under Section 2 hereof (Cooperation Rules for Remediation) and that failure continues for a period of 10 days after receipt of written notice from performing Party (or continues beyond the period specified in a DTSC or other regulator order or notice), then the performing Party shall have right to obtain specific performance or any other remedy in equity, to compel the non-performing Party to comply with its Section 2 obligations. Further, if either Party chooses to terminate this MOU as its remedy for default, then the provisions of said Section 2 hereof shall survive termination and continue as obligations hereof.

### **Section 14. Relationship**

This MOU shall not be construed as a joint venture or so as to make either the City or the MRCA an agent of the other. Each of the Parties hereto expressly disclaims any intention to enter into any such agency or joint venture and agrees to conduct itself so as not to act or purport to act on behalf of the other. This MOU does not authorize either the City or MRCA to act as the agent or legal representative of the other for any purpose whatsoever. Neither the City nor MRCA is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, or to bind the other in any manner or thing whatsoever.

### **Section 15. Notices**

All notices and other communications pursuant to this MOU must be in writing, addressed to the Party at the applicable address set forth below (or such other address as a Party may from time to time specifically designate in writing), must be sent by a nationally recognized overnight courier and will be deemed given on the date delivery is first accepted or refused.

If to City:

City of Los Angeles  
Department of General Services  
Asset Management Division  
City Hall South  
111 East First Street, Suite 201

Los Angeles, CA 90012

Attention: David Roberts

With a copy to:

Office of the City Attorney  
Real Property/Enforcement Division  
City Hall East  
200 North Main Street, Suite 701  
Los Angeles, CA 90012

If to MRCA:

Joseph T. Edmiston  
Executive Officer  
5810 Ramirez Canyon Road  
Malibu, CA 90265

With a copy to:

Attention: Jeffrey K. Maloney  
570 West Ave. 26, #100  
Los Angeles, CA 90065

#### **Section 16. Assignment and Amendment**

(a) Neither this MOU, nor any rights or obligations hereunder, may be assigned, delegated, transferred or sublicensed by either the City or MRCA, by operation of law or otherwise, without the express prior written approval of the other unless the MRCA is unable to hold title to the Easement, then the MRCA may immediately, upon written notice to and approval of the City, transfer all interest in and jurisdiction over this MOU to the Wildlife Conservation Board or another agency of the State of California pursuant to Section 13 of the Grants. Notwithstanding the above, the Parties reserve the right to contract and subcontract for any of the work contemplated or required hereunder.

(b) This MOU cannot be modified orally, and none of the terms hereof will be deemed to be waived or modified except by an express agreement in writing signed by the Party against whom such waiver or modification is sought to be enforced. This MOU contains the entire agreement

between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Parties have executed the MOU this \_\_\_\_ day of \_\_\_\_\_ 2018.

“MRCA”

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY,

a joint exercise of powers agency established pursuant to Government Code Section 6500, *et seq.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“CITY”

CITY OF LOS ANGELES,

a municipal corporation and California Charter City acting by and through its Department of General Services

By: \_\_\_\_\_

Tony M. Royster, General Manager  
Department of General Services

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Michael Feuer, City Attorney

By: \_\_\_\_\_

Curt Holguin  
Deputy City Attorney

Date: \_\_\_\_\_