

**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 28<sup>th</sup> 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.

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**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.

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**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.

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- 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

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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 26, 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:**

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By *Lisa Saghian*  
Title *DEPUTY EXECUTIVE OFFICER*

Dated: *July 14, 2010*

**FOR COMPTON UNIFIED SCHOOL DISTRICT:**

By *Harold E. Faus*  
Title *Deputy Superintendent*

Dated: *8/9/10*

**FOR LOS ANGELES CONSERVATION CORPS:**

By *Paul Sato*  
Title *EXECUTIVE DIRECTOR*

Dated: *7/20/2010*

