

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
AND
COMPTON UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding and Cooperative Agreement (“Agreement”) is entered into this (June – July of 2006) by and between Mountains Receptions and Conservation Authority, a public entity (“MRCA”) and Compton Unified School District (“Compton Unified”), for the purpose of designing, constructing, and maintaining a passive park along Compton Creek.

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 Government Code.
2. MRCA intends to construct a park on the grounds of Compton High School and Washington Elementary School adjacent to Compton Creek.
3. MRCA and Compton Unified desire to work together to design, construct, and maintain a passive park along Compton Creek on land owned by Compton Unified.
4. This Agreement sets forth the duties and responsibilities of MRCA and Compton Unified relative to their role in the construction, design and maintenance of the park.

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”) 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 with respect to the project described on Exhibit A.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE PARTIES

- 2.0 MRCA. MRCA shall retain full management responsibility for the design and construction of the park. After good faith consultation and reasonable approval of Compton Unified, MRCA shall design and construct the park components that may include, but are not limited to: planting of native species, irrigation, hardscape in the form of paths and walls, installation of benches, drinking fountain, signage, and other site amenities. MRCA will assume the responsibility of the landscape construction services required for the area designated on Exhibit A.
- 2.1 Compton Unified. Once constructed, Compton Unified will provide on-going maintenance of the park including regular trash removal, maintenance of irrigation systems, graffiti removal, and plant replacement. Compton Unified will acquire any necessary permits, acquisitions, leases, easements, and maintenance agreements in order to perform the work. Compton Unified will maintain the land as a park for a period of twenty years.

Compton Unified will be responsible for the cost of all utilities including water.

SECTION 3: FUNDING

- 3.0 The Open Space District has 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 reimbursement from the Open Space District for the project described in this Agreement.
- 3.1 All expenditures related to the design and construction of the park will be consistent with the grant requirements set forth by the Open Space District.
- 3.2 Each party shall maintain accounting records related to this Agreement for a period of five years after expiration or prior termination of this Agreement.

SECTION 4: TERM

- 4.0 This Agreement shall commence on June 27, 2006 and, except as provided in paragraphs 2.0 and 2.1, will terminate on either (i) December 31, 2006, or (ii) the date set by mutual written agreement of the parties, whichever occurs first.
- 4.1 This Agreement may be terminated at any time upon 20 days written notice to the other party hereto.
- 4.2 The term of this Agreement may be extended by mutual consent of the parties. Any amendment to this agreement must be in writing.
- 4.3 Notwithstanding any other provision herein, if construction of the park has

commenced, this Agreement may be terminated upon completion of construction of the landscaping unless both parties agree in writing to an earlier termination date.

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.
- 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 may be executed in counterparts, each of which shall be deemed an original.
- 5.5 This Agreement shall be governed by laws of the State of California.
- 5.6 Each provision of this Agreement 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.
- 5.7 This Agreement may be amended, by mutual consent of the parties, to include additional project areas to this scope. Any amendment to this agreement must be in writing.
- 5.8 MRCA and Compton Unified shall act in an independent capacity and not as officers, agents, or employees of the other party.

SECTION 6: HOLD HARMLESS; INDEMNITY

- 6.0 Except for Compton Unified's negligence and/or breach of express warranties, MRCA shall indemnify, protect, defend and hold harmless Compton Unified and its officers, agents, and employees from and against any and all claims, losses, damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and /or liabilities arising out of, involving, or dealing with any act, omission, or neglect of MRCA, its agents, contractors, or employees which relates to MRCA's obligations under this Agreement.

- 6.1 Except for MRCA's negligence and/or breach of express warranties, Compton Unified shall indemnify, protect, defend, and hold harmless MRCA, its officers, agents, employees, the State of California, and the Open Space District from and against any and all claims, losses, damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or dealing with any act, omission, or neglect of Compton Unified, its agents, contractors, or employees which relates to Compton Unified's obligations under this Agreement.

SECTION 7: COMMUNICATIONS REGARDING THIRD PARTIES

- 7.0 MRCA and Compton Unified will jointly review all press releases, signs, and other public relations materials relating to the park to ensure they adequately and accurately identify MRCA, Compton Unified, and the Open Space District with respect to their role in the development of the park.

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

at: Mountains Recreation and Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Attention: Cara McLane, Contracts Officer

Compton Unified School District

at: Compton Unified School District
500 S. Santa Fe
Compton, CA 90221
Attention: James Larry Scott

or to any such other address as the parties may direct. 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 _____
Cara McLane
Contracts Officer

Date: _____

FOR COMPTON UNIFIED SCHOOL DISTRICT

By: _____
James Larry Scott
Chief Facilities Officer

Date: _____