

**MEMORANDUM OF UNDERSTANDING  
REGARDING OPERATIONS AND MANAGEMENT OF  
SANTA MONICA MOUNTAINS CONSERVANCY PROPERTIES AND  
EXCHANGE OF SERVICES, EQUIPMENT, AND OFFICE FACILITIES**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Santa Monica Mountains Conservancy and the Mountains Recreation and Conservation Authority as of this            day of            , 2008.

**RECITALS**

WHEREAS, The Santa Monica Mountains Conservancy (hereafter “Conservancy”) is a state agency established pursuant to Division 23 of the Public Resources Code (Section 33000 *et seq.*); and

WHEREAS, The Mountains Recreation and Conservation Authority (hereafter “Authority”) is a joint exercise of powers agency established by the Mountains Recreation and Conservation Authority Joint Exercise of Powers Agreement (hereafter “JPA Agreement”) between the Conservancy and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park district pursuant to the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*); and

WHEREAS, The Conservancy and the Authority (hereafter “Parties”) have previously entered into a Memorandum of Understanding (MOU) regarding operations and management of Conservancy properties and exchange of services, equipment, and office facilities, and by this amendment and restatement of the existing MOU the Parties desire to more formally codify and make explicit the existing exchange of services, equipment, and office facilities; and

WHEREAS, Within the Santa Monica Mountains Zone and contiguous watersheds and other open space and recreation resources in Southern California, there exist properties owned by the Conservancy and by the Authority, and that such properties exist within a multi-jurisdictional environment that also includes parks and open space properties owned by the National Park Service, California State Parks, counties, cities, recreation and park districts, and other public authorities; and

WHEREAS, It is widely acknowledged that it is desirable to promote interagency cooperation and the provision of services to the general public in as smoothly integrated fashion as possible, and that governments at all levels should avoid wasteful overlap of functions and services; and

WHEREAS, To this end the Authority has developed a comprehensive program of property management and park services (hereafter “Management Program”). This program includes visitor services management, ranger services, maintenance, professional expertise regarding species protection and ecosystem restoration, environmental planning, landscape architect services, park improvement and construction, contracted legal services, public affairs and

community outreach, information technology, analysis of legislation and government programs, and other technical services; and

WHEREAS, The Conservancy and its officers and employees have developed substantial expertise and experience at the senior executive and senior professional level (hereafter referred to as “conservancy Executive Services”). These services include government agency executive leadership, expertise in open space conservation, conservation biology, park and land use planning, land acquisition, and staff counsel services; and

WHEREAS, The JPA Agreement and Government Code Section 6504 provides that “personnel, equipment or property of one of more of the parties may be used in lieu of contributions or advances;” and

WHEREAS, The JPA Agreement and Government Code Section 6506 provides, in part, that: “The parties [to a joint powers agreement] may provide for the mutual exchange of services without payment of any consideration other than such services;” and

WHEREAS, The Conservancy and Authority desire to enter into this Memorandum to provide for the management of Conservancy property and a mutual exchange of services including, without limitation, personnel, office equipment, field equipment, vehicles, and office facilities, as authorized by the JPA Agreement and the Joint Exercise of Powers Act; and

WHEREAS, The Conservancy and Authority find and acknowledge that the exchange of services facilitated by this Memorandum and authorized by Government Code Sections 6504 and 6506 provides mutual benefit to the parties and to the public by increasing efficiency in the delivery of services mutual benefit to the parties and to the public by increasing efficiency in the delivery of services and through sharing of personnel expertise, equipment that would otherwise be more expensive for either party to obtain from other governmental sources or on the open market; now

THEREFORE, By this Memorandum the Conservancy and the Authority understand as follows:

## **SECTION 1. TERMS OF UNDERSTANDING**

1.0. The recitals of this Memorandum are incorporated into the body of this Memorandum.

1.1. The Conservancy and the Authority understand that each will receive mutual benefits from the exchange of services and the provision of office facilities, equipment, and vehicles contemplated by this Memorandum.

1.2. The Parties understand that in the day to day management of lands and the practical interface of employees of the Authority and officers and employees of the Conservancy it is impossible to exactly quantify in monetary terms the value of each such exchange, and that such quantification is not required either by the JPA Agreement or by statute, but that the governing boards of each party to this Memorandum shall annually review performance

under this Memorandum to ensure that there continues to be efficiency savings and mutual benefit to the Parties.

1.3. As a result of the review required by Section 1.2, this Memorandum may from time to time be amended or supplemented by action of the Parties; *Provided* that nothing in this section shall affect the provisions of Section 5.1 regarding termination of this Memorandum.

## SECTION 2. SCOPE OF WORK

2.0. The Parties understand the scope of this Memorandum to encompass the mutual exchange of services utilizing Conservancy Executive Services and the Authority's Management Program in the implementation of the Conservancy's Workprogram adopted as part of its Annual Report, and the Workprogram of the Authority adopted as part of its budget approval process as provided in *[the proposed amendments to]* the JPA Agreement.

2.1. The Parties understand that the State Public Works Board and the Department of General Services required the Conservancy to execute a license agreement with the Authority for the management of the Upper Las Virgenes Canyon/Ahmanson Ranch property as a condition of the Conservancy's acquisition thereof, and that to provide for the uniform management of Conservancy property, the Parties understand that they will execute a master license that is similar in its provisions to that of the Upper Las Virgenes Canyon/Ahmanson Ranch license agreements will require both the use of Conservancy Executive Services and the Authority's Management Program in a coordinated and integrated manner.

2.2. The Parties understand that the proper management of Conservancy lands and the implementation of the Upper Las Virgenes Canyon/Ahmanson Ranch license agreement and the contemplated master license agreement will require both the use of conservancy Executive Services and the Authority's Management Program in a coordinated and integrated manner.

2.3. The Parties understand that the proper management of Authority lands requires both the use of conservancy Executive Services and the Authority's Management Program, and that these respective services should be provided in a coordinated and integrated manner.

2.4. The Parties understand that the Conservancy Executive Services and the Authority's Management Program will be mutually provided to each party under the provisions of this Memorandum, the JPA Agreement, and the Joint Exercise of Powers Act, and that the specific utilization of services shall be according to the memorialization provided for in Section 3.6.

2.5. The Executive director of the Conservancy serving as *Ex Officio* Executive Officer of the Authority shall have the authority and responsibility for ensuring the effective coordination and integration of services, equipment, and facilities that is provided for in this Memorandum.

2.6. The assignment of responsibility in Section 2.5 shall not relieve the Parties from the responsibility of effective oversight. Subject to the provisions of the Santa Monica

Mountains conservancy Act, the Joint Exercise of Powers Act, and the JPA Agreement, the governing bodies of the Conservancy and Authority shall have ultimate responsibility for the implementation of this Memorandum.

### SECTION 3. EQUIPMENT AND FACILITIES EXCHANGE

3.0. The Parties understand that in order to better serve the public, and to avoid the need for commercial lease rentals of office and facilities space, the offices and facilities of the Parties should be distributed to reflect the wide geographic dispersion of citizen constituencies and properties belonging to the Conservancy and the Authority.

3.1. The Conservancy understands that it will provide office space and facilities to the Authority at Ramirez Canyon Park; Temescal Canyon conference and Retreat Center, **Red Rock**, and the Ranch House at Upper Las Virgenes Canyon/Ahmanson Ranch. The Authority may install and maintain its own equipment at such venues for the joint and mutual use by personnel of the Authority and the Conservancy.

3.2. The Authority understands that it will provide office space and facilities to the Conservancy in Franklin Canyon at the Sooky Goldman Nature Center, **King Gillette Ranch** and the Eugene and Michael Rosenfeld Auditorium of the William O. Douglas Outdoor Classroom, and at the Los Angeles River Center and Gardens.

3.3. The Authority shall allow incidental use by the Conservancy of the ~~Evan Frankel Nature Center at the Augustus F. Hawkins Natural Park~~; the ranger station, lodge, and Sonia Thompson Nature Center at Ed Davis Park in Towsley Canyon, and miscellaneous facilities at East Canyon and Pico Canyon within the Santa Clarita Woodlands Park.

3.4. The Authority shall provide for use of the Conservancy, for the purposes of implementing this Memorandum, suitable vehicles, pagers, cellular telephones, office equipment and machines, office supplies, computers, and other miscellaneous equipment and supplies, in order for Conservancy officers and employees to carry out the provisions of the Memorandum.

3.5. The conservancy shall provide for the use of the Authority, for purposes of implementing this Memorandum, its equipment and vehicles, including office equipment and supplies, as may be determined necessary by the Executive Director of the Conservancy or his authorized representative.

3.6. ~~The Executive Director of the Conservancy may~~, **The Chairperson of the Conservancy and the Authority may** from time to time, memorialize the exchanges of services contemplated by and called for in this Memorandum. Such memorialization shall be an addendum to this Memorandum and shall be approved by the Chairperson of the Conservancy and the Chairperson of the Governing Board of the Authority, to each of whom such authority is hereby delegated.

### SECTION 4. MANAGEMENT OF PROPERTY

4.0. Property owned or managed by the Conservancy is subject to the provisions of the Santa Monica Mountains Conservancy Act (Public Resources Code § 3300 *et seq.*). Neither individual license agreements with the Authority, nor a master license agreement, shall operate to impair or nullify the status of Conservancy property as sovereign state land as provided for in the amendments to the Conservancy Act made by Chapter 595, Statutes of 2002.

4.1. Individual license agreements concerning the management of a particular Conservancy property, or a master license agreement, may provide for the application of the Mountains Recreation and Conservation Authority Park Ordinance in addition to enforcement of Public Resources Code §§ 33211.5 and 33211.6.

## **SECTION 5. GENERAL PROVISIONS**

5.0. The Authority shall maintain a joint general comprehensive liability insurance policy naming both the Conservancy and the Authority with minimum per accident limits of \$2,000,000, and an umbrella policy with minimum limits of \$5,000,000, and the Conservancy shall make such pro rata contribution for the insurance premium; *Provided*, that appropriated funds are available for such purpose.

5.1. The provisions of this Memorandum shall remain in force until either the termination of the JPA Agreement, or upon written notice by the Conservancy or the Authority delivered to the other party not less than one (1) year prior to the proposed termination date. In the event of termination of this Memorandum prior to the termination of the JPA Agreement, the Parties understand that each will endeavor to assist the other in the smooth transition to alternative methods of implementing the JPA agreement.

5.2. The provisions of the state standard nondiscrimination clause (Standard Form 19) are hereby incorporated herein as though fully set forth herein.

5.3. Nothing contained in this Memorandum shall be deemed or constructed by the parties or by any third party to create a relationship of principal and agent between the Conservancy and

5.4. This Memorandum shall in all respects be governed by the laws of the State of California. Nothing in this Memorandum shall be construed to conflict with the provisions of Chapter 595 of the Statutes of 2002.

5.5. No waiver of any term, provision, or condition of this Memorandum shall be effective or enforceable unless in writing.

5.6. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and whenever there is any conflict between any provision contained herein and any future statute, law, ordinance, or regulation as to which the parties have no legal right to contract, the latter shall prevail, but the affected portions of this Memorandum shall be limited only to the extent necessary to bring them within the requirements of such law.

5.7. The parties to this Memorandum do not intend that any third party not named herein shall be an intended or incidental third party beneficiary of this Memorandum.

5.8. This Memorandum supercedes in its entirety all of the terms, conditions, and provisions of any previous version of this Memorandum.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by their duly authorized representatives.

SANTA MONICA MOUNTAINS CONSERVANCY

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Jerome C. Daniel  
Chairperson

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

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Michael Berger  
Chairperson