

First Amendment Dated _____, 2010

to the

MEMORANDUM OF UNDERSTANDING

between the

SANTA CLARITA WATERSHED RECREATION AND CONSERVATION AUTHORITY

and

CITY OF SANTA CLARITA

and

SANTA MONICA MOUNTAINS CONSERVANCY

and

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

for the

**COOPERATIVE MANAGEMENT OF WHITNEY CANYON PARK AND OTHER OPEN
SPACE PARKLAND PROPERTIES OWNED BY THE SANTA CLARITA WATERSHED
RECREATION AND CONSERVATION AUTHORITY AND THE CITY OF SANTA
CLARITA**

THIS COOPERATIVE MANAGEMENT AND EXCHANGE OF SERVICES AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the City of Santa Clarita (City), the Santa Monica Mountains Conservancy (Conservancy), the Santa Clarita Watershed Recreation and Conservation Authority (SCWRCA), and the Mountains Recreation and Conservation Authority (MRCA).

ARTICLE 1 - BACKGROUND AND OBJECTIVES

- 1.1 The Santa Clarita Watershed Recreation and Conservation Authority was formed in 1993 by the Santa Monica Mountains Conservancy and the City of Santa Clarita in order to promote the preservation of habitat, watershed, open space parkland and recreational opportunities in the Santa Clarita area.
- 1.2 The Conservancy has a reciprocal management agreement with the MRCA, a joint powers agency of the Conservancy and the Conejo and Rancho Simi Recreation and Park Districts, for the operation of parkland owned or administered by the Conservancy.
- 1.3 The Conservancy, the City, SCWRCA, and MRCA conclude that the commitment of their respective resources and expertise within the Santa Clarita Watershed area can enhance the common protection of all open space park resources, as well as the appropriate enjoyment and appreciation of those resources by the public.s

- 1.4 The Conservancy, the City, SCWRCA, and MRCA desire to enter into an agreement to provide for operation and management of SCWRCA and City-owned open space parkland.
- 1.5 The purchase of Whitney Canyon Park by in June 2002 was a cooperative partnership using funding from the Conservancy, MRCA, City, and other State Proposition 12 funds secured by Assemblyman George Runner. The preservation of Whitney Canyon Park and its natural resources is of the highest importance to the parties to this agreement. Management of the park must further the cooperative goals of the partners for protection and enhancement of its natural, scenic, and trail resource values, including but not limited to its: Important viewshed of and for the City of Santa Clarita; key location within the Rim of the Valley Trail Corridor; local and regional trail and nature-related recreational opportunities; critical natural resources; portal to Angeles National Forest; importance as a tributary to and watershed for the Santa Clara River.
- 1.6 The initial improvements to the parklands have been funded by the City and MRCA or other collaborative resources. Ongoing management of SCWRCA -owned open space requires the services of the MRCA for ranger services, law enforcement, construction, resource management, public access, and education and interpretation.
- 1.7 By means of this MOU, SCWRCA may contract with the MRCA to provide those services in Whitney Canyon and additional parklands as agreed, subject to available funding and other provisions of the MOU.
- 1.8 The preservation of the region's natural resources is of the highest importance. Recognizing the cooperative goals of the partners necessitates consistency in management practices.
- 1.9 By means of this MOU, the City of Santa Clarita may contract with the MRCA to provide those services on park lands as agreed, subject to available funding and other provisions of the MOU.

ARTICLE 2 - AUTHORITY

- 2.1 SCWRCA, a joint powers agency of the City and the Conservancy, was formed in 1993 pursuant to the Joint Exercise of Powers Act, Section 6500 *et seq.* of the Government Code.
- 2.2 MRCA, a joint powers agency of the Conservancy and the Conejo and Rancho Simi Recreation and Park Districts, was formed in 1985 pursuant to the Joint Exercise of

Powers Act, Section 6500 *et seq.* of the Government Code.

- 2.3 The Conservancy has entered into a reciprocal management agreement with the MRCA, for the operation of parkland owned or administered by the Conservancy.
- 2.4 By resolution adopted August 14, 2001, SCWRCA authorized an interim management agreement with the MRCA and Conservancy for the operation and management of Whitney Canyon in anticipation of the acquisition of Whitney Canyon for parkland.
- 2.5 By resolutions adopted August 26, 2002, the Conservancy and MRCA each authorized entering into a memorandum of understanding with for management of open space land.
- 2.6 By resolution of the City Council of the City of Santa Clarita dated July 26, 2002, funds were budgeted for the improvement and operation of Whitney Canyon Park.

ARTICLE 3 - STATEMENT OF WORK

- 3.1 SC WRCA, the City, the Conservancy, and the MRCA mutually agree to commit their respective resources, staff, equipment and facilities, to the extent practicable, for the common protection of all resources contained on SCWRCA land in Whitney Canyon and other such open space lands as SCWRCA or the City may acquire, as well as for the appropriate enjoyment and appreciation of the same by the public.
- 3.2 SCWRCA, the City, the Conservancy, and the MRCA may develop cooperative operating procedures and practices that result in efficiencies and cost savings and that ensure joint accomplishments of activities on the Whitney Canyon and other properties. Those activities may include but are not limited to: visitor protection and public safety, fire management, administration, public information, environmental education, interpretation and publications, resource management, maintenance, environmental restoration, design and construction of park facilities, planning, signage, and the development of policies.
- 3.3 Whitney Canyon Park planning is undertaken by the Conservancy and MRCA with the assistance and cooperation of the City.
- 3.4 Subject to available funding, the MRCA will provide in a first phase:
 - (1) Onsite ranger station and ranger patrol for public safety and enforcement of

applicable laws.

(2) Trash removal.

(3) Signage for visitor safety and necessary information.

(4) Contract for oil well plug and abandonment procedure on remaining Whitney Canyon well identified by the California Division of Oil, Gas, and Geothermal Resources.

(5) Issuance and monitoring of all special use permits and filming permits.

3.5 Subject to available funding, the MRCA will provide in phase two:

(6) Maintenance and improvement of the canyon trail network.

(7) Visitor services such as environmental education and interpretive programming.

(8) Application for grant funding for other restoration or improvements with the approval of SCWRCA.

(9) Cooperation on future planning for the site.

3.6 Subject to available funding, the MRCA will provide in phase three:

(10) Planning and construction of any new capital projects for visitor serving facilities.

3.7 Subject to available funding, The City will provide:

(1) Cooperation on future planning for the Whitney Canyon site and other sites as agreed.

(2) Cooperation with permits or other clearances needed for site improvements or safety.

(3) Assistance with grant applications for funding for property.

(4) Funding for operations and improvements as is practicable for the City.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This MOU hereby made shall terminate ~~five~~ ten years from the effective date hereof, unless prior thereto it is extended by written agreement of all the parties. This MOU may be amended by mutual written agreement of the parties. The effective date shall be the date when all parties have executed the MOU.

ARTICLE 5 - EXPENSES AND UTILIZATION OF PROPERTY

- 5.1 The City has authorized \$300,000 in funds for the initial clean up and preparation of Whitney Canyon Park for public use, for reimbursement to the MRCA. MRCA has provided ranger services, site clean up, and various site improvements for public safety and use.
- 5.2 Operation and management of Whitney Canyon Park and other properties may be funded by appropriation of the City, open space assessment, developer fees, grants, and/or fees generated from the property(ies). The City, SCWRCA, MRCA, and Conservancy will cooperate to secure ongoing operations funding. MRCA may submit invoices to SCWRCA or the City for reimbursement of budgeted expenses related to the operation of property. Revenues generated from the property(ies) such as filming revenue will be used by MRCA for operations, programs, and/or improvements to Santa Clarita area open space parklands.
- 5.3 Nothing in this MOU shall be construed as obligating the Conservancy, SCWRCA, MRCA, or the City to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this MOU shall be authorized by individual budgets and agreements.
- 5.4 Any tools, equipment, material, or other property supplied by the City, SCWRCA, the Conservancy, or MRCA shall remain the sole property of that respective entity.

ARTICLE 6 - MODIFICATION AND TERMINATION

- 6.1 Any party may terminate its participation in this MOU by providing one hundred eighty days (180) written notice to the other parties.

ARTICLE 7 - GENERAL AND SPECIAL PROVISIONS

- 7.1 Applicable law: This MOU agreement shall in all respects be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within this State.
- 7.2 Counterparts: This MOU may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts, shall, together, constitute and be one and the same instrument.
- 7.3 Third-Party Beneficiaries: The parties acknowledge that there are no third party beneficiaries to this agreement.

ARTICLE 8 - AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the parties hereto have signed their names and executed this Memorandum of Understanding.

Chair
Santa Clarita Watershed Recreation and Conservation Authority

Executive Director
Santa Monica Mountains Conservancy

Mayor
City of Santa Clarita

Chief Deputy Executive Officer
Mountains Recreation and Conservation
Authority