

THE URBAN GREEN INFRASTRUCTURE PROJECT AGREEMENT
Between
MONROVIA UNIFIED SCHOOL DISTRICT
And
AMIGOS DE LOS RIOS

This agreement is entered into between MONROVIA UNIFIED SCHOOL DISTRICT (“MUSD”), a California public school and AMIGOS DE LOS RIOS (“AMIGOS”), a California nonprofit organization to implement an urban green infrastructure project funded by Lower Los Angeles and San Gabriel Rivers and Mountains Conservancy Grant at Plymouth Elementary School and Santa Fe Computer Magnet School.

PERTINENT FACTS

- A. Monrovia Unified School District (MUSD), has eleven (11) school campuses including Plymouth Elementary School and Santa Fe Computer Magnet School (“the campuses”), located in the City of Monrovia, California.
- B. Amigos de los Rios (AMIGOS) is a California nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code and whose purposes are consistent with Division 21 of the California Public Resources Code.
- C. MUSD seeks the assistance of AMIGOS in urban greening work on campuses and Amigos seeks to provide this assistance.
- D. On April 06, 2020, the Lower Los Angeles & San Gabriel Rivers & Mountains Conservancy (“the Conservancy”), an agency of the State of California, authorized a grant to AMIGOS, subsequently awarded under Grant Agreement No. RMC19011 (“the grant agreement”), to undertake on the property an urban greening project (“the project”), in part with volunteer groups.
- E. The grant requires a signed agreement between AMIGOS and MUSD, allowing AMIGOS to implement the project and providing establishment care for project so that once successfully completed, MUSD can successfully take on long-term maintenance.

THE PARTIES AGREE AS FOLLOWS, in light of the Pertinent Facts, above:

- 1. **DURATION.** This agreement shall take effect after approval by the MUSD Board of Education and fully executed, on the date last signed below, and shall run until two (2) years from the completion of the project described in this agreement, unless the agreement is terminated earlier by any party in writing, with written consent of the Executive Officer of the Conservancy, which shall not be unreasonably withheld.
- 2. **RESTORATION AND MAINTENANCE.** AMIGOS shall implement an urban greening project on the campuses in accordance with the grant agreement, including, without limitation grass clearing, regrading to create concave rain gardens and bioswales, removal of grass, planting native and drought-tolerant species, removing hardscape, installing permeable surfaces, installing trashcans, installing interpretive elements, and engaging local youth and their families in the design, installation, and monitoring. Upon successful completion of grant elements and completion of a 9-month landscape establishment period for elements, MUSD shall incorporate care of elements into the regular maintenance schedule for a twenty (20) year period.
- 3. **LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY GRANT.** AMIGOS and MUSD shall fulfill the requirements of the grant agreement with respect to the campuses.

4. **SIGNS.** AMIGOS shall provide signs, placards, or other approved forms to acknowledge the role of AMIGOS and funding from the Conservancy. MUSD shall allow installation of the acknowledgment on the campuses during the term of this agreement. The number, design, placement, and wording of the signs or other forms of acknowledgement shall be subject to approval of the Executive Officer of the Conservancy.
5. **ACCESS BY AMIGOS.** AMIGOS shall have access to the campuses to accomplish the goals of this agreement, including monitoring during the entire term of this agreement. MUSD may restrict or deny access to the campuses if an emergency exists which threatens public health and safety or the natural resources of the campuses. In that event, all reasonable measures shall be taken to remedy the emergency conditions and restore AMIGOS' right of access to the campuses.
6. **INSPECTION.** AMIGOS and MUSD shall permit the Conservancy, its agents or employees, to visit the campuses at reasonable intervals during the term of this agreement to determine whether the campuses are improved and maintained in a manner consistent with the grant agreement. The Conservancy shall provide advance notice to AMIGOS and MUSD prior to any inspection.
7. **MUSD FACILITY USE.** Except as provided in this paragraph, MUSD reserves the right to use its facility in any manner, provided that its use does not unreasonably interfere with AMIGOS' rights under this agreement. During the term of this agreement, MUSD shall use its facilities and project improvements in a manner consistent with the purposes of the grant agreement; this includes, but is not limited to, refraining from harming, damaging, removing, altering, or interfering with the urban greening elements.
8. **SUPERVISION.** AMIGOS shall exercise reasonable diligence in supervising this project and members of the public who participate in the project in compliance with the public contact codes and Centers for Disease Control and Prevention (CDC) and L.A. County Department of Public Health COVID-19 and other health guidelines. AMIGOS shall not conduct its program in any manner that would jeopardize public safety or damage campuses.
9. **INDEMNIFICATION.** AMIGOS shall be responsible for, indemnify and hold harmless the MUSD, its officers, agents, and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence of the MUSD, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. AMIGOS waives any and all rights to any type of express or implied indemnity or right of contribution from the MUSD its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the project, the campuses and improvements on it.
10. **MODIFICATION.** This agreement shall not be terminated or modified without the written consent of the MUSD and AMIGOS.
11. **SUCCESSORS IN INTEREST.** The terms of this agreement shall be binding on all successors and to this agreement.

12. **FORBEARANCE NOT A WAIVER.** Any forbearance on the part of a party or its successor in interest, to enforce the terms and provisions of this agreement in the event of a breach shall not be deemed a waiver of the party's right regarding any subsequent violation or breach.
13. **SEVERABILITY.** If any of the provisions of this agreement are found by a court of law to be of no force or effect, the validity of all other provisions shall be unaffected.
14. **GOVERNING LAW.** California law will govern any dispute related to this Agreement. The venue is exclusively in the County of Los Angeles.
15. **NOTICES.** Notices issued pursuant to this agreement shall be sent to the following addresses (or to a subsequent address of which notice has been provided in writing):

Claire Robinson, Managing Director
Amigos De Los Rios
908 East Altadena Drive
Altadena, CA 91001

Dr. Katherine F. Thorossian, Superintendent
Monrovia Unified School District
325 E Huntington Dr.
Monrovia, CA 91016

AMIGOS DE LOS RIOS

[Authorized signature]

Date

Claire Robinson

[Print or type name]

Managing Director

[Title]

MONROVIA SCHOOL DISTRICT

[Authorized signature]

Date

Katherine F. Thorossian

[Print or type name]

Superintendent

[Title]