



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 06, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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June 6, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**VANGUARD LEARNING CENTER URBAN GREENING PROJECT**  
**UNINCORPORATED AREA OF WILLOWBROOK**  
**(SUPERVISORIAL DISTRICT 2)**  
**(3 VOTES)**

**SUBJECT**

This action is to approve a Memorandum of Understanding with the Compton Unified School District for maintenance of a greening project to be built by the County at the Vanguard Learning Center in the unincorporated area of Willowbrook.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Director of Public Works, or her designee, to execute a Memorandum of Understanding, substantially similar to the enclosed, with the Compton Unified School District for the design, construction, operation, and maintenance of the Vanguard Learning Center Urban Greening Project.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Public Works proposes to construct Vanguard Learning Center Urban Greening Project, consisting of an outdoor smart gardening learning center, community garden, jogging path, bioswale, and drought-tolerant plants at Vanguard Learning Center, a middle school owned and operated by the Compton Unified School District (CUSD).

The purpose of this action is to approve a Memorandum of Understanding (MOU), substantially similar the enclosed, with CUSD for the project. The MOU will ensure that CUSD be responsible for

maintenance of the project at no cost to the County, and ensure free access by the County to conduct workshops at the learning center to educate residents on composting, smart gardening, and other environmental issues. Following approval by your Board, Public Works will execute the MOU, prepare design plans and specifications, and return to your Board for advertising and award of the project.

The project is estimated to cost \$450,000, of which \$108,000 will be reimbursed through State grants that cover the community garden, bioswale, and jogging path. The project is scheduled to be completed in spring 2013. The project will assist the County in complying with the California Integrated Waste Management Act of 1989 (AB 939) and contribute to the efforts in addressing climate change, consistent with the Global Warming Solutions Act of 2006 (AB 32).

### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provision of Community and Municipal Services (Goal 3) and Health and Mental Health (Goal 4) by providing residents with critical community improvements that benefit the environment and enrich the lives and improve the health of the community.

### **FISCAL IMPACT/FINANCING**

This action is to authorize Public Works enter into a MOU with CUSD. The MOU will ensure that CUSD will maintain the completed project while permitting the County to use the outdoor learning center to educate residents, both at no cost to the County. Therefore the approval of the MOU will have no impact to the County General Fund or any other County funds.

The fiscal impact of the project will be detailed in the Board letter requesting your approval to advertise and award the project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 17, 2010, your Board approved Public Works to secure Urban Greening Program Grants from the State Natural Resources Agency for the project.

On July 6, 2011, the State awarded Public Works a Tire-Derived Product Grant to construct a walking path made of recycled-rubber surfacing at a school recreation field in Walnut Park. Those funds have been directed to this project.

On July 29, 2011, the State awarded the Urban Greening Program Grant to the project, which requires an operation and maintenance agreement with the property owner.

On September 27, 2011, the CUSD Board of Trustees approved the MOU.

On April 9, 2012, the State awarded Public Works a City/County Payment Grant to include construction of recycled-content products. The funds will be used to construct benches and raised beds made from recycled-plastic on this project.

**ENVIRONMENTAL DOCUMENTATION**

On August 17, 2010, your Board found this project categorically exempt from the provisions of the California Environmental Quality Act.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Environmental Programs Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER  
Director

WF:GF/kp

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**MEMORANDUM OF UNDERSTANDING  
VANGUARD LEARNING CENTER URBAN GREENING PROJECT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COMPTON UNIFIED SCHOOL DISTRICT ("CUSD"), a body corporate and politic, and the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS ("COUNTY"), a body corporate and politic.

**WITNESSETH**

WHEREAS, COUNTY was awarded an Urban Greening Program Grant from the Strategic Growth Council of the California Natural Resources Agency to construct the Vanguard Learning Center Urban Greening Project ("PROJECT"); and

WHEREAS, the PROJECT will construct a community garden, an outdoor smart garden learning center ("CENTER"), walking path, and bioswales, and plant trees and drought-tolerant landscaping on the premises of Vanguard Learning Center; and

WHEREAS, CUSD holds title to the property known as Vanguard Learning Center ("SCHOOL"), located at 13305 San Pedro Street in the unincorporated community of Willowbrook; and

WHEREAS, COUNTY and CUSD desire to enter into this MOU to provide for the design, construction, financing, operation, and maintenance of the PROJECT, and obligations of each party; and

WHEREAS, COUNTY and CUSD have no financial obligation to each other under this AGREEMENT, except as herein expressly provided; and

THEREFORE, in consideration of the mutual benefits to be derived by CUSD and COUNTY and of the promises herein contained, it is hereby agreed as follows:

**SECTION I**

**CUSD AGREES:**

1. Upon CUSD field acceptance of PROJECT to take ownership of PROJECT and to be responsible for the ongoing operation and maintenance of the PROJECT during its existence at the SCHOOL which shall be for a minimum 10-year period.
2. To provide prompt review and approval of the PROJECT design and construction plans and prompt field acceptance of the PROJECT which approvals will not be unreasonably withheld.

3. To provide COUNTY with CUSD approvals, inspections and permits at no cost to COUNTY for PROJECT construction, operation and maintenance.
4. To authorize COUNTY, and its agents and contractors, to enter SCHOOL to access the CENTER to conduct activities related to the COUNTY's Smart Gardening and Youth Education Programs, including but not limited to CENTER maintenance, alteration, and operation as required to conduct at least four workshops annually to teach residents and students about environmental topics such as composting and smart gardening.
5. To cooperate with COUNTY for smart gardening and environmental workshops to be conducted by COUNTY at CENTER, and to provide public access to the CENTER during reasonable hours for community residents to attend COUNTY activities and workshops.

## SECTION II

### COUNTY AGREES:

1. To utilize \$75,000 in grant funding from the California Natural Resources Agency for PROJECT construction, to finance the remaining costs of PROJECT construction and to execute the design and construction of the PROJECT with CUSD's review and approval of construction plans.
2. To manage the grant and take responsibility to execute the PROJECT in a timely and effective manner.
3. To advertise the PROJECT for construction bids, to award and administer the construction of PROJECT, to do all things necessary to complete PROJECT and to act on behalf of CUSD in all negotiations pertaining thereto.
4. To coordinate with CUSD for smart gardening and environmental workshops to be conducted by COUNTY at the CENTER for the community.
5. To keep the CENTER in safe and clean condition, free from graffiti; to not permit rubbish, beverage containers, or garbage to accumulate at any time after each COUNTY sponsored activity and workshop.

## SECTION III

### IT IS MUTUALLY AGREED:

1. No grant funds are to be used to buy or encumber property.
2. PROJECT to be maintained by CUSD will consist of improvements shown in the construction plans.

3. The term of this MOU shall commence upon the execution date of this MOU and continue for a ten (10) year period after field acceptance of the construction of the PROJECT. After conclusion of the ten year term, the MOU will be continuous unless terminated by either party at its discretion as described herein.
4. After the 10-year term of this MOU, if CUSD desires to terminate the COUNTY's use of CENTER and this MOU, CUSD shall issue a written notice, six (6) months prior to desired termination, to the COUNTY declaring its desire to terminate the MOU. Upon termination, CUSD will retain sole ownership of the PROJECT.
5. Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

COUNTY: Assistant Deputy Director  
County of Los Angeles  
Department of Public Works  
Environmental Programs Division  
P.O. Box 1460  
Alhambra, CA 91802-1460

CUSD: Chief Facilities Officer  
Compton Unified School District  
501 S. Santa Fe Avenue  
Compton, CA 90221

6. Neither CUSD nor any officer or employee of CUSD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this MOU. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CUSD harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this MOU.
7. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CUSD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CUSD under this MOU. It is also understood and agreed that, pursuant to Government Code Section 895.4, CUSD shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CUSD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CUSD under this MOU.

8. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
  
9. This MOU may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the Director of Public Works and Chief Facilities Officer.

IN WITNESS WHEREOF, COMPTON UNIFIED SCHOOL DISTRICT, and the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, both bodies corporate and politic, having caused this MEMORANDUM OF UNDERSTANDING to be subscribed.

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS

GAIL FARBER  
Director of Public Works

By: \_\_\_\_\_  
Assistant Deputy Director

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: \_\_\_\_\_  
Deputy

COMPTON UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Karen E. Frison  
Interim Superintendent

APPROVED AS TO FORM:

By: \_\_\_\_\_