

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party, signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "LACFCD"), and **City of Calabasas** (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): **Las Virgenes Creek Restoration Project Phase III** (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is **\$1,300,000.00.**

W I T N E S S E T H

WHEREAS, in November 2014, the voters of California enacted the Water Quality, Supply, and Infrastructure Improvement Act of 2014, (hereinafter referred to as Proposition 1), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 1 amended the Public Resources Code to include Section 79740 et seq., which authorizes the Legislature to appropriate Five hundred and ten million Dollars (\$510,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") water resources-related projects that address water supply, water quality, and habitat/open space needs in a region; and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued Proposition 1 IRWM Grant Program Guidelines and Implementation Grant Proposal Solicitation Package (hereinafter referred to as "Guidelines") in May 2022 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 1 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as any state agency or department, special district, joint powers authority, a City, County, City and County, District, or other political subdivision of the State, nonprofit organizations defined as any corporation qualified to do business in California and qualified under United States Code, Title 26, §501(c)(3), public utilities, federally recognized Tribes listed on the Native American Heritage Commission's Tribal Consultation list, and mutual water companies. Entities that are part of a regional water management group and responsible for applying for the grant may also perform work funded by the grant; and

WHEREAS, under the Guidelines, IRWM Implementation grant proposals must be submitted by an IRWM Region that was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process and must: (1) include projects that are consistent with an

adopted IRWM Plan (hereinafter referred to as "Plan"), (2) require project proponents to adopt the latest updated Plan (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the IRWM Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), amended in 2017, and approved on May 19, 2020 by DWR, will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process in September 2009; and

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit I of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included several proposed projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): Amigos De Los Rios, City of Burbank, City of Calabasas, City of Malibu, City of Manhattan Beach, City of South Gate, City of Torrance, Los Angeles County Public Works, Gateway Water Management Authority, Las Virgenes Municipal Water District, Los Angeles County Flood Control District, Los Angeles County Waterworks District No. 29 Malibu, Los Angeles Department of Water and Power, Los Angeles Neighborhood Land Trust, The Nature Conservancy, Valley County Water District, and West Basin Municipal Water District, and (collectively, the "Projects"); and

WHEREAS, the Projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A; and

WHEREAS, for IRWM projects funded under the grant involving the participation of more than one entity, it is the intention of the Parties that the LPS be a single entity responsible for implementation of the Project(s) and having the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s), including supporting documentation, reports, and notices. In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing entities to confirm the authority of LPS to enter into this Agreement on their

behalf, and shall ensure that each of the other Project-implementing entities agrees to defend, indemnify and hold harmless LACFCD to the same extent that LPS provides to LACFCD under this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty Million, Three Hundred and Thirty-Five Thousand Dollars (\$20,335,000.00) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the seventeen (17) projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 1 grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS, for which LACFCD will be reimbursed pursuant to this Agreement. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a project grant of **\$1,300,000.00**. This amount includes the administrative fee in the LPS's requested grant amount to cover the LACFCD's costs for grant administration and oversight and reflected in Exhibit B of the Grant Agreement. The Parties intend by this Agreement to establish that LACFCD will seek reimbursement of up to four and one-half percent (4.5%) administrative costs directly from the DWR reimbursement for these costs; and

WHEREAS, the LPS previously agreed to pay West Basin Municipal Water District **\$3,149.90** for the cost of preparing and processing the LPS's grant application(s) for its project(s) and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

- (1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight, as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and provide routine updates to the LPS of balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) Negotiate and execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS.
- (5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.
- (6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed **\$1,300,000.00** to reimburse LACFCD's administrative costs, management, and project oversight efforts with respect to the IRWM grant, as authorized by DWR and pursuant to Section (2)(8).

LPS'S RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS's Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS's Project(s) pursuant to LPS's Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS's Project(s), including proposed future changes to the Work Plan.
- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that

responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.

- (4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS's Project(s), and no Project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS's Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).
- (5) Demonstrate availability of funds to complete the Project by submitting the most recent three (3) years of audited financial statements and provide cost share funding match for the LPS's Project in the amount identified in Exhibit B of the Grant Agreement.
- (6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (7) Submit not more than one reimbursement request per quarter to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
- (8) Allow LACFCD to be reimbursed by DWR in an amount not to exceed **\$58,500.00**, representing up to four and a half percent (4.5%) of LPS's requested grant amount for grant administrative costs, management, and project oversight efforts with respect to the IRWM, which will be subtracted from the LPS's requested grant amount, as reflected in Exhibit B of the Grant Agreement. LPS thereby agrees that it will be reimbursed **\$1,241,500.00** by LACFCD under this Agreement.
- (9) Prepare, provide, and ensure accuracy of all deliverables, reports, documentation, notifications, notices, and information related to the Project(s), as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.

- (10) Inform LACFCD within fifteen (15) days of any material changes related to the Project(s) including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by LACFCD.
- (11) Repay the LACFCD any amount owed to DWR within thirty (30) days of written notification, if for any reason DWR determines that LPS's Project(s) is no longer entitled to grant funds.
- (12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).
- (13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS's allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.
- (14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services.
- (15) Accept sole responsibility for any, and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).
- (16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.
- (17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s) and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATIONS/SUSPENSIONS

(1) Termination of Agreement

This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS's indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS's Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 12 of the Grant

Agreement, which may be asserted against LACFCD by DWR related to the LPS's Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS's Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s), as a result of the termination of the Grant Agreement or for any other reason.

(2) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

(3) Termination/Suspension for Convenience

This Agreement may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by LACFCD, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to LPS specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of suspension or termination and except as otherwise directed by LACFCD, LPS shall:

- a. Stop work under this Agreement on the date and to the extent specified in such notice.
- b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

All material including books, records, documents, or other evidence bearing on the costs and expenses of LPS under this Agreement shall be maintained by LPS in accordance with Exhibit D of Grant Agreement.

Consistent with the above, if this Agreement is suspended or terminated, LPS shall complete within the LACFCD's suspension or termination date contained within the notice of suspension or termination, those items of work which are in various stages of completion, which the LACFCD has advised the LPS are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by LPS under this Agreement shall be delivered to LACFCD upon request and shall be in public domain as outlined in Exhibit D of Grant Agreement.

(4) Termination/Suspension for Default

LACFCD may, by written notice to LPS, suspend or terminate the whole or any part of this Agreement, if, in the judgment of LACFCD:

- a. LPS has materially breached this Agreement; or
- b. LPS fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or
- c. LPS fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as LACFCD may authorize in writing) after receipt of written notice from LACFCD specifying such failure.

In the event LACFCD suspends or terminates this Agreement in whole or in part pursuant to this paragraph, LACFCD may procure, upon such terms and in such manner, as LACFCD may deem appropriate, goods and services similar to those so suspended or terminated. LPS shall be liable to LACFCD for any and all excess costs incurred by LACFCD, as determined by LACFCD, for such similar goods and services. LPS shall continue the performance of this Agreement to the extent not suspended or terminated under the provisions of this paragraph.

Except with respect to defaults of any Subcontractor, LPS shall not be liable for any excess costs of the type identified above, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of LPS. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of LACFCD in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of LPS. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both LPS and Subcontractor, and without the fault or negligence of either of them, LPS shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit LPS to meet the required delivery schedule.

If, after LACFCD has given notice of termination or suspension under the provisions of this paragraph, it is determined by LACFCD that LPS was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

- a. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- b. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

(5) Termination/Suspension for Improper Consideration

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

(6) Termination/Suspension for Insolvency

LACFCD may suspend or terminate this Agreement forthwith in the event of the occurrence of any of the following:

- a. Insolvency of LPS. LPS shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not LPS is insolvent within the meaning of the Federal Bankruptcy Code.
- b. The filing of a voluntary or involuntary bankruptcy petition relative to LPS under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for LPS.
- d. The execution by LPS of a general assignment for the benefits of creditors.
- e. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(7) Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS's signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply

with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, officials, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active negligence or willful misconduct. LPS liability arising from the active negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) If, for whatever reason, DWR fails to fund any part of the grant commitment related to the Project(s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS's Project(s). If, for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.
- (3) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws, rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

Section (5) CHILD SUPPORT LAWS

(1) LACFCD's Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD's policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS's place of business.

(2) Child Support Compliance Program

As required by LACFCD's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting LPS's duty under this Agreement to comply with all applicable provisions of law, LPS warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

(1) LPS shall:

- a. Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment and,
- b. Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and
- c. Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

(2) Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.

- (3) Failure by LPS to comply with provisions of this section will be grounds for immediate suspension or termination of this Agreement.

Section (8) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and
 - a. shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Matthew Frary, Principal Engineer
Stormwater Planning Division
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:

Tatiana Holden, P.E.
Deputy Public Works Director
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

- b. or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

Section (9) MUTUAL COVENANTS

- (1) Governing Laws, Jurisdiction, and Venue: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, LPS and LACFCD agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS's grant amount and corresponding change to the

dollar amount of LACFCD's 4.5 percent administrative fee) shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.

- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third-Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
- (7) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
- (8) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- (9) Successors: This Agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

Section (10) NEGOTIATION OF PARTNERSHIP

- (1) Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

Section (11) SAVINGS CLAUSE

- (1) If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

Section (12) AUTHORITY TO ENTER INTO AGREEMENT

- (1) Each of the persons signing below on behalf of a Party represents and warrants that he or she is an authorized agent who has actual authority to bind LPS to each, and every term, condition, and obligation to this Agreement and that all requirements of LPS have been fulfilled to provide such actual authority.

//

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the LPS on _____, 2024, and by the LACFCD on _____, 2024.

By _____
MARK PESTRELLA, P.E.
Director of Public Works

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Date

CITY OF CALABASAS

By _____
ALICIA WEINTRAUB
Mayor

Date

ATTEST:

By _____
MARICELA HERNANDEZ, MMC
City Clerk

Date

APPROVED AS TO FORM:

COLANTUONO, HIGHSMITH & WHATLEY, PC

By _____
MATTHEW T. SUMMERS
City Attorney

Date