Los Angeles County
Caring for Your Coast
Beaches & Harbors

To enrich lives through effective and caring service

Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

June 1, 2004

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:

APPROVAL OF ALLOCATION OF FUNDS AND AGREEMENT BETWEEN THE COUNTY AND STATE DEPARTMENT OF PARKS AND RECREATION TO PROVIDE FUNDS FOR MALIBU CREEK WATERSHED STUDY (THIRD DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the allocation of funds for the proposed study is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15262.
2. Approve the allocation of $100,000 from the Department of Beaches and Harbors' operating budget to assist in funding a Malibu Creek Watershed Study and instruct the Chairman to sign the agreement included as Attachment 1 between the County and the State of California, Department of Parks and Recreation with respect to the Study.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In July 2001, the State of California, Department of Parks and Recreation entered into an agreement, included as Attachment 2, with the U.S. Army Corps of Engineers to share the cost of a Malibu Creek Watershed Study (Study) related to shoreline protection, storm damage reduction, and other purposes along the shores of Southern California, including Los Angeles County. The State's estimated cost for its share of the Study is $1,032,500.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

The Department of Beaches and Harbors would like to assist in funding the Study as projects that are initiated as a result of the Study may make available beach-quality sand that can be used in resolving erosion issues at Los Angeles County beaches. Specifically, a part of the Study involves how best to allow steelhead trout to reach habitat above Rindge Dam, an unusable facility located in Malibu Canyon. One possible alternative is to remove the dam. If the dam is removed, the resultant sediment could be an excellent source of beach-quality sand for beach replenishment purposes at Los Angeles County beaches. Therefore, we believe that it is prudent for the County to assist in the State's portion of the payment for the Study.

The proposed agreement, included as Attachment 1, between the County and the State of California, Department of Parks and Recreation allocates $100,000 from the Department of Beaches and Harbors' operating budget to assist in funding in the Malibu Creek Watershed Study. Further, the agreement stipulates that if projects resulting from the Study generate and make available beach-quality sand, the County has the option to utilize the sand for beach replenishment purposes. If the County chooses to exercise this option, a separate agreement will be negotiated with the State regarding the terms and conditions of utilizing the sand.

Implementation of Strategic Plan Goals

The collaboration with the State to help fund the Study could result in obtaining beach-quality sand that is much needed for the continued replenishment of Los Angeles County beaches. Continued beach replenishment results in an improved beach experience for residents and visitors. Therefore, the Board-approved Strategic Plan Goals of "Service Excellence" is promoted and furthered.

FISCAL IMPACT/FINANCING

The one-time payment of $100,000 is available in the Department of Beaches and Harbors' 2003-2004 operating budget.

ENVIRONMENTAL DOCUMENTATION

This allocation of funds for the proposed study is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21102 and CEQA guidelines Section 15262.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on any current County programs or projects resulting from this action.

CONCLUSION

Instruct the Executive Officer to send executed copies of the agreement to the Department of Beaches and Harbors and Suzanne Goode, Senior Resource Ecologist for the State Department of Parks and Recreation, 1925 Las Virgenes Road, Calabasas, California 91302.

Respectfully submitted,

Stan Wisniewski

Stan Wisniewski, Director

SW:hh
Attachments (2)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

AGREEMENT TO
PROVIDE FUNDS TO STATE FOR MALIBU CREEK WATERSHED STUDY

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, by and between the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, hereinafter referred to as "STATE," and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, the U.S. House of Representatives Committee on Public Works and Transportation has authorized a resolution to conduct a study of environmental restoration and shoreline protection in the Malibu Creek Watershed pursuant to House Document 277, Eighty-third Congress, Second Session; and

WHEREAS, pursuant to this authority, the U.S. Army Corps of Engineers conducted a reconnaissance study to determine whether proceeding to a "Feasibility Phase Study" (hereinafter referred to as "STUDY") is advisable at the present time, in the interest of shore protection, storm damage reduction, and other purposes along the shores of Southern California, including Los Angeles County, and has determined that such STUDY is required to fulfill the intent of the study authority and to assess the extent of the Federal interest in participating in a solution to the identified problem; and

WHEREAS, per Section 225 of the Water Resources Development Act of 2000, the STATE has entered into an agreement (Attachment 2) with the U.S. Army Corps of Engineers to share the cost of the STUDY; and

WHEREAS, the State's estimated cost for its share of the STUDY is $1,032,500; and

WHEREAS, the erosion of Los Angeles County beaches endangers a local recreation industry that generates an estimated gross product of $20.7 billion in the County annually; and

WHEREAS, a part of the STUDY involves how best to allow steelhead trout to reach habitat above Rindge Dam, an unusable facility located in Malibu Canyon, and one possible alternative is to remove the dam; and

WHEREAS, the resultant sediment could be an excellent source of beach-quality sand for beach renourishment; and

WHEREAS, COUNTY has funds available to it from the Department of Beaches and Harbors' operating budget and desires to use $100,000 of such funds to participate in the STUDY by contributing a portion of the STATE's share of the STUDY costs.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties, the parties hereby agree as follows:

1. COUNTY'S OBLIGATION

COUNTY shall allocate $100,000 from the operating budget of the Department of Beaches and Harbors to be provided to the STATE for the sole purpose of assisting in funding the STUDY. Such payment shall be made by the way of a one-time payment in the form of a check issued by COUNTY to STATE. Said payment is contingent upon receipt of invoice in duplicate submitted to Department of Beaches and Harbors, 13483 Fiji Way, Trailer 2, Marina del Rey, California 90292.

2. STATE'S OBLIGATION

A. STATE agrees that it will use the funds received from COUNTY for the STUDY, and for no other purpose.

B. STATE agrees that it will provide COUNTY with all reports, data and information generated as a part of the STUDY upon its completion or upon termination of the STATE's agreement with the U.S. Army Corps of Engineers.

C. In the event that a project or projects may result from the STUDY, STATE agrees that the COUNTY will have the option, but not the obligation, to utilize for beach replenishment purposes only any beach-quality sand that is generated from any projects performed in Los Angeles County as a result of the STUDY. Upon the occurrence of such projects and if COUNTY chooses to exercise its option, STATE and COUNTY shall negotiate a separate agreement regarding the terms and conditions of utilizing such sand.

3. INDEMNIFICATION

To the extent authorized by law, and subject to appropriation by the legislature, STATE shall indemnify, defend, and hold harmless the COUNTY and any of COUNTY's special districts, elected and appointed officers, employees, and agents (collectively, the COUNTY INDEMNITEES) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with STATE's acts and/or omissions arising from and/or relating to this Agreement.

4. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and of the matters covered hereby, and no other previous agreement, statement, or promise made by any party hereto which is not contained herein shall be binding or valid unless in writing and properly executed by both parties. Any amendments to this Agreement shall be in writing and signed by both parties.

5. AUTHORITY TO ENTER INTO AGREEMENT

The individual executing this Agreement on behalf of STATE attests, warrants, and represents to be duly authorized to execute this Agreement on behalf of STATE.

6. NOTIFICATION

Notices or letters required to be given pursuant to this Agreement shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, and deposited with the United States Postal Service. Any such notice or letter and the envelope containing the same shall be addressed as follows or as otherwise may hereafter be designated by either party in writing and given pursuant to this paragraph:

To COUNTY:

Stan Wisniewski, Director
Los Angeles County Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, CA 90292

(310) 305-9522 (phone)
(310) 821-8155 (fax)

To STATE:

Suzanne Goode, Senior Resource Ecologist
California Department of Parks and Recreation
1925 Las Virgenes Road
Calabasas, California 91302

(818) 880-0350 (phone)
(818) 880-6165 (fax)

7. CALIFORNIA LAW

This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.

8. WAIVERS

No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

9. CAPTIONS

The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.

10. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

11. SEVERABILITY

This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.

12. BINDING EFFECT

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused this Agreement to be duly executed by the Chairman of said Board and attested by the Clerk thereof, and the STATE has caused this Agreement to be executed, by and through its duly authorized officers, as of the day, month, and year hereinabove first written.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By_____
Ronald L. Brean
Deputy Director, Administrative Services

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By_____
Deputy

Attachment 2

AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
FOR THE MALIBU CREEK WATERSHED STUDY

THIS AGREEMENT is entered into this 30th day, of July, 2001, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement, and the California Department of Parks and Recreation (hereinafter the "Sponsor"),

WITNESSETH, that

WHEREAS, the House Committee on Public Works and Transportation has authorized the resolution to conduct a study of environmental restoration and shoreline protection in the Malibu Creek Watershed pursuant to House Document 277, Eighty-third Congress, Second Session; and

WHEREAS, the U.S. Army Corps of Engineers has conducted a reconnaissance study to determine whether modifications of the recommendations contained therein are advisable at the present time, in the interest of shore protection, storm damage reduction, and other purposes along the shores of Southern California from Point Mugu to the San Pedro Breakwater and nearby areas within Ventura County and Los Angeles County, California, pursuant to this authority, and has determined that further study in the nature of a "Feasibility Phase Study" (hereinafter the "Study") is required to fulfill the intent of the study authority and to assess the extent of the Federal interest in participating in a solution to the identified problem; and

WHEREAS, Section 225 of the Water Resources Development Act of 2000 specifies the cost sharing requirements applicable to the Study;

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, the Sponsor and the Government understand that entering into this Agreement in no way obligates either party to implement a project and that whether the Government supports a project authorization and budgets it for implementation depends upon, among other things, the outcome of the Study and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration;

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

A. The term "Study Costs" shall mean all disbursements by the Government pursuant to this Agreement, from Federal appropriations or from funds made available to the Government by the

Sponsor, and all negotiated costs of work performed by the Sponsor pursuant to this Agreement. Study Costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of participation in Study Management and Coordination in accordance with Article IV of this Agreement; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

B. The term "estimated Study Costs" shall mean the estimated cost of performing the Study as of the effective date of this Agreement, as specified in Article III.A. of this Agreement.

C. The term "excess Study Costs" shall mean Study Costs that exceed the estimated Study Costs and that do not result from mutual agreement of the parties, a change in Federal law that increases the cost of the Study, or a change in the scope of the Study requested by the Sponsor.

D. The term "study period" shall mean the time period for conducting the Study, commencing with the release to the U.S. Army Corps of Engineers Los Angeles District of initial Federal feasibility funds following the execution of this Agreement and ending when the Assistant Secretary of the Army (Civil Works) submits the feasibility report to the Office of Management and Budget (OMB) for review for consistency with the policies and programs of the President.

E. The term "PSP" shall mean the Project Study Plan, which is attached to this Agreement and which shall not be considered binding on either party and is subject to change by the Government, in consultation with the Sponsor.

F. The term "negotiated costs" shall mean the costs of in-kind services to be provided by the Sponsor in accordance with the PSP.

G. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

ARTICLE II - OBLIGATIONS OF PARTIES

A. The Government, using funds and in-kind services provided by the Sponsor and funds appropriated by the Congress of the United States, shall expeditiously prosecute and complete the Study, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies.

B. In accordance with this Article and Article III.A., III.B. and III.C. of this Agreement, the Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of Study Costs other than excess Study Costs. The Sponsor may, consistent with applicable law and regulations, contribute up to 50 percent of Study Costs through the provision of in-kind services. The in-kind services to be provided by the Sponsor, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the PSP. Negotiated costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.

C. The Sponsor shall pay a fifty (50) percent share of excess Study Costs in accordance with Article III.D. of this Agreement.

D. The Sponsor understands that the schedule of work may require the Sponsor to provide cash or in-kind services at a rate that may result in the Sponsor temporarily diverging from the obligations concerning cash and in-kind services specified in paragraph B. of this Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B. of this Article or the obligations concerning payment specified in Article III of this Agreement.

E. If, upon the award of any contract or the performance of any in-house work for the Study by the Government or the Sponsor, cumulative financial obligations of the Government and the Sponsor would result in excess Study Costs, the Government and the Sponsor agree to defer award of that and all subsequent contracts, and performance of that and all subsequent in-house work, for the Study until the Government and the Sponsor agree to proceed. Should the Government and the sponsor require time to arrive at a decision, the Agreement will be suspended in accordance with Article X., for a period of not to exceed six months. In the event the Government and the sponsor have not reached an agreement to proceed by the end of their 6 month period, the Agreement may be subject to termination in accordance with Article X.

F. No Federal funds may be used to meet the Sponsor's share of Study Costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

G. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Sponsor with a third party in furtherance of this Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Sponsor, but shall be subject to applicable Federal laws and regulations.

ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of Study Costs, current projections of each party's share of Study Costs, and current projections of the amount of Study Costs that will result in excess Study Costs. At least quarterly, the Government shall provide the Sponsor a report setting forth this information. As of the effective date of this Agreement, estimated Study Costs are $2,065,000 and the Sponsor's share of estimated Study Costs is $1,032,500. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect the scope of the study described in the PSP, projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

B. The Sponsor shall provide its cash contribution required under Article II.B. of this Agreement in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Sponsor by _____ of each year of the estimated funds that will be required from the Sponsor to meet the Sponsor's share of Study Costs for the upcoming fiscal year.

2. No later than 60 calendar days prior to the scheduled date for the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its required share of Study Costs for the first fiscal year of the Study. No later than 30 calendar days thereafter, the Sponsor shall provide the Government the full amount of the required funds by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer.

3. For the second and subsequent fiscal years of the Study, the Government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its required share of Study Costs for that fiscal year, taking into account any temporary divergences identified under Article II.D of this Agreement. No later than 30 calendar days prior to the beginning of the fiscal year, the Sponsor shall make the full amount of the required funds available to the Government through the funding mechanism specified in paragraph B.2. of this Article.

4. The Government shall draw from the funds provided by the Sponsor such sums as the Government deems necessary to cover the Sponsor's share of contractual and in-house fiscal obligations attributable to the Study as they are incurred.

5. In the event the Government determines that the Sponsor must provide additional funds to meet its share of Study Costs, the Government shall so notify the Sponsor in writing. No later than 60 after receipt of such notice, the Sponsor shall make the full amount of the additional required funds available through the funding mechanism specified in paragraph B.2. of this Article.

C. Within ninety (90) days after the conclusion of the Study Period or termination of this Agreement, the Government shall conduct a final accounting of Study Costs, including disbursements by the Government of Federal funds, cash contributions by the Sponsor, the amount of any excess Study Costs, and credits for the negotiated costs of the Sponsor, and shall furnish the Sponsor with the results of this accounting. Within thirty (30) days thereafter, the Government, subject to the availability of funds, shall reimburse the Sponsor for the excess, if any, of cash contributions and credits given over its required share of Study Costs, other than excess Study Costs, or the Sponsor shall provide the Government any cash contributions required for the Sponsor to meet its required share of Study Costs other than excess Study Costs.

D. The Sponsor shall provide its cash contribution for excess Study Costs as required under Article II.C. of this Agreement by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer as follows:

1. After the project that is the subject of this Study has been authorized for construction, no later than the date on which a Project Cooperation Agreement is entered into for the project; or

2. In the event the project that is the subject of this Study is not authorized for construction by a date that is no later than 5 years of the date of the final report of the Chief of Engineers concerning the project, or by a date that is no later than 2 years after the date of the termination of the study, the Sponsor shall pay its share of excess costs on that date (5 years after the date of the Chief of Engineers or 2 year after the date of the termination of the study).

ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

A. To provide for consistent and effective communication, the Sponsor and the Government shall appoint named senior representatives to an Executive Committee. Thereafter, the Executive Committee shall meet regularly until the end of the Study Period.

B. Until the end of the Study Period, the Executive Committee shall generally oversee the Study consistently with the PSP.

C. The Executive Committee may make recommendations that it deems warranted to the District Engineer on matters that it oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider such recommendations. The Government has the discretion to accept, reject, or modify the Executive Committee's recommendations.

D. The Executive Committee shall appoint representatives to serve on a Study Management Team. The Study Management Team shall keep the Executive Committee informed of the progress of the Study and of significant pending issues and actions, and shall prepare periodic reports on the progress of all work items identified in the PSP.

E. The costs of participation in the Executive Committee (including the cost to serve on the Study Management Team) shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE V - DISPUTES

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS

A. Within 60 days of the effective date of this Agreement, the Government and the Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Study Costs. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative

Requirements for Grants and Cooperative Agreements to state and local governments at 32 C.F.R. Section 33.20. The Government and the Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures for a minimum of three years after completion of the Study and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Sponsor is required to conduct under the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in total Study Costs and shared in accordance with the provisions of this Agreement.

ARTICLE VII - RELATIONSHIP OF PARTIES

The Government and the Sponsor act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of the Sponsor's rights and obligations under this Agreement, the Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in 32 C.F.R. Part 195, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE X - TERMINATION OR SUSPENSION

A. This Agreement shall terminate at the conclusion of the Study Period, and neither the Government nor the Sponsor shall have any further obligations hereunder, except as provided in Article III.C.; provided, that prior to such time and upon thirty (30) days written notice, either party may terminate or suspend this Agreement. In addition, the Government shall terminate this Agreement immediately upon any failure of the parties to agree to extend the study under Article II.E. of this agreement, or upon the failure of the sponsor to fulfill its obligation under Article III. of this Agreement. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Study and proceed to a final accounting in accordance with Article III.C. and III.D. of this Agreement. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.

B. Any termination of this Agreement shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer for the U.S. Army Corps of Engineers, Los Angeles District.

DEPARTMENT OF THE ARMY

BY _____
Colonel, Corps of Engineers
District Engineer
Los Angeles District

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

BY _____