



MARK PESTRELLA, Director

**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>

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

IN REPLY PLEASE
REFER TO FILE

November 04, 2025

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:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
DISCOVERY CUBE LOS ANGELES EDUCATIONAL PARTNERSHIP
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

SUBJECT

Public Works is seeking Board authorization for the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with Discovery Cube Los Angeles, a California nonprofit corporation, to develop an outdoor educational water exhibit at Discovery Cube in the City of Los Angeles, which is located within the Hansen Dam Recreation Area in the San Fernando Valley.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Acting as a responsible agency for the Discovery Cube Los Angeles Educational Partnership, consider the Mitigated Negative Declaration prepared and adopted by the City of Los Angeles Department of Recreation and Parks as lead agency; certify that the Board has independently reviewed, considered, and reached its conclusions regarding the environmental effects of the Los Angeles County Flood Control District approvals related to the project, as shown in the Mitigated Negative Declaration; adopt a mitigation monitoring program as applicable for the project, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; find that the scope of the Los Angeles County Flood Control District approvals are included in the City of Los Angeles' Mitigated Negative Declaration.

2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with the Discovery Cube Los Angeles to partner on the development and construction of a new outdoor educational water exhibit at a cost to the Los Angeles Flood Control District not to exceed \$5,000,000, and to negotiate and execute any additional agreements necessary to implement the partnership.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to negotiate and enter into amendments to the agreement with the Discovery Cube Los Angeles, including but not limited to changes to the outdoor educational water exhibit scope, performance period, and respective tasks, provided the total aggregate cost to the Los Angeles County Flood Control District in connection with the agreement and all amendments does not exceed the amount of \$5,000,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to comply with the California Environmental Quality Act (CEQA) for the Los Angeles County Flood Control District as a responsible agency and will authorize the Chief Engineer of the District or his designee, on behalf of the District, to enter into an agreement with the Discovery Cube Los Angeles (DCLA) to develop an outdoor educational water exhibit.

The Los Angeles County Water Plan and the Safe, Clean Water Program are essential initiatives focused on enhancing water sustainability, improving water quality, and growing community engagement throughout the County. These initiatives work in partnership with various interested parties, including regional and local municipalities, water agencies, and community-based and non-governmental organizations, to foster public understanding and participation in water resilience and sustainability efforts. These initiatives align with Los Angeles County's commitment to engaging youth through high-quality science and sustainability programs. A key component of the Safe, Clean Water Program is its emphasis on authentic community engagement and education to empower people to become water advocates.

The DCLA focuses on promoting proficiency in science, technology, engineering, arts, and mathematics, early learning, healthy living, and environmental stewardship by providing interactive science-based programs and exhibits for young people. Located in the Hansen Dam Recreation Area on land leased by the City of Los Angeles, DCLA is leading an expansion of its exhibit footprint within property limits, which includes the proposed partnership with Public Works to fund a new outdoor educational water exhibit.

The exhibit expansion led by DCLA will be located within the property limits of the current leased land. This expanded learning space is designed to inspire and educate over 200,000 attendees each year, including 31,000 students, about sustainability efforts to help residents understand how they can make an impact in their homes, schools, and places of work, and to be a convening place for community engagement efforts that protect our water resources in Los Angeles. The expansion exhibition would highlight water infrastructure across Los Angeles County and showcase future technologies and innovations that enhance the management of our precious natural resources.

The proposed outdoor educational water exhibit would inspire and educate families and students through hands-on interactive displays that focus on the Los Angeles and San Gabriel Rivers, dams, and reservoirs throughout Los Angeles County, and how they work, capturing and cleaning of stormwater, groundwater, and aquifer recharge, and other visual aids to tell the history of water in Los Angeles. The exhibit would also highlight and educate people on how wildfires can severely

impact water supply and quality by damaging critical water infrastructure through increased sedimentation and debris flows. Further, the proposed outdoor educational water exhibit would creatively showcase how stormwater can be collected across the DCLA property.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections, Strategy iv, Support Efforts to Engage Children and Families, by supporting the addition of an outdoor educational water exhibit at DCLA to encourage people to transform from water users to water advocates.

FISCAL IMPACT/FINANCING

There will be no impact in the County General Fund.

The District's contribution is up to \$5,000,000. Funding for the recommended agreement is available in the Measure W-Safe, Clean Water District Program Administration Fund (B42-Other Charges) Fiscal Year 2025-26 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed agreement with DCLA would be substantially similar to the enclosed agreement and approved as to form by County Counsel prior to execution by the Chief Engineer of the District or his designee.

ENVIRONMENTAL DOCUMENTATION

The District is acting as a responsible agency for the proposed DCLA partnership. The City of Los Angeles Department of Recreation and Parks, as lead agency under CEQA, has prepared an Initial Study, consulted with the District, and adopted an MND and filed a Notice of Determination with the Los Angeles County Clerk (Filing No. 2024186679) on September 5, 2024. The District is a responsible agency for this project because the Chief Engineer of the District or his designee would be authorized to enter into an agreement with DCLA to partner on developing the educational exhibit, negotiate, and execute any additional agreements or amendments to the agreements as necessary to implement the partnership. The improvements to be funded are within the scope of the City's adopted MND. The District, in its independent judgment, concludes that the recommended actions will not result in a significant effect on the environment. There are no changes to the project or to the circumstances under which it will be undertaken that will require further documentation or findings under CEQA.

The District would partner with DCLA on a proposed exhibit expansion consisting of improvements to the existing DCLA outdoor facilities. The proposed exhibit will highlight water infrastructure across Los Angeles County and showcase technologies to sustainably manage our natural resources. The expansion, which includes the outdoor educational water exhibit (known as Los Angeles and San Gabriel River exhibit in the MND), will be located within the existing DCLA property limits of the current leased land, and no work is planned outside of the property. The City's MND is available at www.laparks.org.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is with Los Angeles County Public Works,

The Honorable Board of Supervisors

11/4/2025

Page 4

Stormwater Planning Division, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803. The custodian of such documents and materials is the Water Resources Civil Engineer in Public Works' Stormwater Planning Division.

Upon the Board's approval of the project, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the Office of Land Use and Climate Innovation in accordance with Section 21152 of the California Public Resources Code and will post the notice to the County's website.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Stormwater Planning Division and Community and Government Relations Group.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:MJF:lgu

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel (Tiffani Shin)
Executive Office, Board of Supervisors

**MEMORANDUM OF AGREEMENT BETWEEN LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT AND THE DISCOVERY CUBE LOS ANGELES**

This MEMORANDUM OF AGREEMENT (hereinafter referred to as MOA or Agreement), made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as LACFCD) and the Discovery Cube Los Angeles (hereinafter referred to as DCLA), is set forth as follows:

WITNESSETH

WHEREAS DCLA is a 501 (c)(3) nonprofit organization, founded in 2014, which brings together children and families throughout Southern California to DCLA to engage in programs that cater to the needs of learners of all backgrounds. DCLA along with its sister nonprofit, the Discovery Cube of Orange County (DCOC), has served the Los Angeles and Orange County regions for 27 years by educating the children and families of the region with science-based exhibits, and education;

WHEREAS, the LACFCD administers the Safe, Clean Water (SCW) Program, which is funded by a special parcel tax approved by voters under Measure W to support projects and programs that increase stormwater capture and improve water quality;

WHEREAS, a portion of SCW Program funds allocated to the LACFCD Program is intended for public education, engagement, and workforce development efforts that align with the SCW Program goals and the County Water Plan;

WHEREAS, these educational funds support activities that raise public awareness about the importance of watershed health, stormwater capture, and sustainable water management through community-centered outreach and science-based learning;

WHEREAS, DCLA has expertise in providing educational opportunities for communities to raise awareness throughout the region and improve the knowledge of watersheds and ensure clean water and habitat for people and wildlife, a healthy environment, and a strong economy;

WHEREAS, DCLA has demonstrated leadership in advancing Science, Technology, Engineering, Arts, and Mathematics (STEAM) education and community engagement by developing innovative, hands-on programs that raise awareness of water-related issues with its mission to inspire, educate, and impact through science-based learning experiences consistent with SCW Program goals and County Water Plan vision;

WHEREAS, DCLA plans to expand their exhibits footprint onto the courtyard with a vision to create Water Lab with outdoor educational water exhibits to showcase stormwater capture as a viable supply source;

WHEREAS, LACFCD proposes to partner with DCLA and contribute toward the cost of the work of DCLA at an amount not to exceed Five Million Dollars (\$5,000,000.00) in the aggregate over three (3) years for the approved Scope of Work (Attachment A);

WHEREAS, DCLA agrees to manage and execute the mutually agreed upon tasks, as outlined in Scope of Work (Attachment A) and provide LACFCD with biannual progress reports indicating the work and deliverables completed and provide monthly status updates;

WHEREAS, DCLA agrees to be responsible for the operation and maintenance of the Water Lab and Exhibits; and

WHEREAS, DCLA will grant LACFCD proprietary rights over media content including videos funded by SCW Program funds: and

NOW, THEREFORE, in consideration of the covenants and conditions herein and the performance thereof, the parties hereto mutually agree as follows:

Section 1. DEFINITIONS

The definitions set forth in Sections [16.03](#) and [18.02](#) of the Los Angeles County Flood Control District Code (Code) shall apply to this Agreement. In addition, the following definitions shall also apply:

“Project” means the entirety of the Funded Activities, including the construction of the Water Lab building to house the Exhibits, as described in Attachment A.

“Project Completion” means that the funded Project, as outlined in Attachment A, is complete to the reasonable satisfaction of the LACFCD based on the completion of all activities and deliverables included in the Scope of Work, review and approval of all biannual reports, monthly status updates, invoice and supporting documentation, and other required documents, as deemed appropriate by the LACFCD.

“Project Costs” means the eligible costs necessary to achieve all tasks and completion of deliverables, as outlined in Attachment A.

“Agreement” means this Memorandum of Agreement, including all sections and Attachments hereto.

“Budget” means DCLA’s budget plan to assure a successful project completion, including a description of all funding sources to cover Total Project Cost and a description of how the SCW Program Contribution will be allocated among the Budget Categories identified in Attachment A.

“Days” means calendar days unless otherwise expressly indicated.

“Funded Activity” means the design and construction of the Outdoor educational water lab and Exhibits, described in Attachment A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the project costs to be paid for with District Program funds provided by the LACFCD from the SCW Program.

Section 2. PURPOSE OF THIS AGREEMENT

The purpose of this MOA is to establish the collaborative public-private partnership between LACFCD and DCLA in support of mutual goals and objectives related to the implementation of the Funded Activities, as outlined in Attachment A and LACFCD's maximum monetary contribution toward that effort.

Section 3. SCOPE OF WORK (ATTACHMENT A)

1. DCLA shall comply with the detailed Scope of Work, hereafter referred to as Attachment A.
2. The Scope of Work includes Schedule, Budget allocations, and detailed Tasks information for each of the following Budget Categories:
 - A. Project Management, Reporting, & Invoicing
 - B. Right of Way Acquisition
 - C. Planning, Design, Environmental Compliance, & Engineering
 - D. Construction and Implementation
 - E. Media & Public Education
3. The Schedule information includes start and completion dates for all Budget Categories. The start date shall refer to the date work on the first Task in the Budget Category will commence. The completion date shall refer to the date the final Task in the Budget Category is completed, including all deliverables.
4. The Budget information includes funding allocation per Budget Category. The grant amount per Budget Category will cover costs for the completion of all the Tasks included in the Budget Category.
5. DCLA shall design, construct, and operate/maintain the Water Lab and Low Impact Development (LID) Demonstration Project Exhibits, as defined in the Final Plans and Specifications and outlined in Section 5.

Section 4. RESPONSIBILITIES OF DCLA

1. Retain sole and full responsibility for all aspects of Project as identified in Agreement and Attachments, 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 invoice requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project for the lifetime of the Project notwithstanding any early termination of this Agreement.

2. DCLA agrees to notify LACFCD and receive LACFCD's written approval in advance of implementing any proposed changes to Project, including proposed future changes to Attachment A.
3. Comply with all terms, provisions and commitments contained in this Agreement, including all Attachments thereto, applicable to DCLA or to LACFCD whether or not herein specifically referenced, (with the exception of responsibilities identified in Section 5 which are solely responsibilities of LACFCD) for the lifetime of the Project. The Parties agree that responsibilities of DCLA, LACFCD, representatives of DCLA or activities for which LACFCD and DCLA may be listed as jointly responsible under the Agreement, shall remain the sole responsibility of DCLA, except for activities herein listed as LACFCD'S RESPONSIBILITIES in Section 5.
4. DCLA shall support LACFCD's public education goals of SCW Program by designing and constructing the Water Lab Exhibit and Low Impact Development (LID) Demonstration Project Exhibits and related educational materials (collectively, Exhibits).
5. DCLA shall provide 30% Design Plans and Specifications, 60% Design Plans and Specifications, 90% Design Plans and Specifications, & 100% Design Plans and Specifications to LACFCD for review.
6. DCLA shall provide watershed education and communication through the future constructed Exhibits. DCLA will continue to serve as a trusted source of information and education for educational purposes.
7. DCLA shall provide monthly design and construction updates to LACFCD, specifying how DCLA plans to address mutually agreed upon tasks and deliverables identified in Attachment A. DCLA should include detailed justification for delayed Tasks that impact the Schedule Start and Completion Dates in the monthly updates to LACFCD.
8. DCLA shall provide a Biannual Progress Report to LACFCD concerning the mutually agreed upon tasks identified in Attachment A. DCLA shall provide the Biannual Progress Report to LACFCD six (6) months following the execution date of this Agreement. Subsequent biannual reports will be submitted every six (6) months thereafter as long as this Agreement is in force. The reports shall summarize the work completed during the previous six (6) months. For Tasks that were performed over more than one fiscal year, the costs per year should be included in the corresponding fiscal year in the reporting template provided by LACFCD. DCLA will also submit a Project Completion Report that will summarize all the work completed, deliverables prepared and submitted, final schedule and budget, and outline public engagement plan. Reference C30 for reporting details. Report Submission Schedule shall be included as Attachment E.

9. DCLA's shall submit a copy of the most recent audited financial statements annually.
10. DCLA shall ensure that the completed Water Lab and LID Demonstration Project Exhibits remain open and accessible to the public during DCLA's regular business days and hours, consistent with the main building's schedule. DCLA shall operate and maintain the Exhibits in good working order and provide periodic updates to LACFCD regarding exhibit functionality and public engagement, as mutually agreed upon.

Section 5. RESPONSIBILITIES OF LACFCD

1. LACFCD shall review DCLA's submitted design and construction progress, as outlined in Attachment A pursuant to Section 4, within 30 days from submission.
2. LACFCD shall review, comment, and, once all its comments have been addressed to its satisfaction, approve in a timely manner the updates and reports submitted by DCLA pursuant to Section 4, within 30 days from submission.
3. LACFCD's Maximum Contribution Amount (defined below) will be made in installments over the span of this Agreement as hereinafter described. A one-time lump sum contribution of Four Hundred Thousand Dollars (\$400,000) at the execution of this Agreement by LACFCD for upfront design costs, a one-time lump sum contribution of Two Million, Three Hundred Thousand Dollars (\$2,300,000) at the execution of this Agreement by LACFCD for upfront construction/fabrication costs, and monthly invoice reimbursing DCLA for construction/fabrication. LACFCD's financial contribution shall not cover any maintenance and operations of DCLA's Exhibits.
4. In no event will LACFCD's monetary contribution under this Agreement exceed \$5,000,000 in the aggregate (LACFCD's Maximum Contribution Amount).

Section 6. AUTHORITY

LACFCD shall authorize DCLA to use its name only in connection with the solicitation of support and/or grant funding for the funded activity mutually agreed upon and approved work. Prior to the solicitation of support and/or grant funding pertaining to this MOA, DCLA must obtain the written approval of LACFCD's Chief Engineer or his designee to ensure that LACFCD approves of that individual solicitation of support and/or grant.

DCLA shall authorize LACFCD to use its name only in connection with the solicitation of support and/or grant funding for mutually agreed upon and approved funded activity

Section 7. CONFIDENTIALITY

All documents, records, and information provided by LACFCD and other agency partners to DCLA, or accessed or reviewed by DCLA, during performance of this MOA shall remain

the property of each agency. All documents, records, and information provided by LACFCD to DCLA or accessed or reviewed by DCLA during performance of this MOA, are deemed confidential, unless specifically designated as "public records" by LACFCD. DCLA agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity.

DCLA agrees that all documents, records, or other information used or reviewed in connection with DCLA's work with LACFCD shall be used only for the purpose of carrying out the work referenced in this MOA and cannot be used for any other purpose. DCLA shall be responsible for protecting the confidentiality and maintaining the security of LACFCD documents, records, and information in its possession. The provisions of this section shall survive termination and expiration of this MOA.

Section 8. LIABILITY

DCLA shall indemnify, defend and hold harmless the LACFCD and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of DCLA, its officers, employees, agents, or subconsultants or contractors in conjunction with DCLA's performance under or pursuant to this Agreement or related to or arising from any of DCLA's other facilities, properties or activities, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

Section 9. TERM

This MOA will expire three (3) years from the date of execution by both parties, unless terminated, as provided under Section 10 or extended by a duly approved amendment to this MOA and signed by both parties. LACFCD has an option to extend the MOA, if work is not completed within three (3) years along with justification from DCLA that is acceptable to LACFCD, at its sole discretion.

Section 10. TERMINATION

1. 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 DCLA 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 receiving a Notice of Suspension or Termination and except, as otherwise directed by LACFCD, DCLA 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 DCLA under this Agreement shall be maintained by DCLA.

Consistent with the above, if this Agreement is suspended or terminated, DCLA 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 DCLA are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by DCLA under this Agreement shall be delivered to LACFCD upon request and shall become the property of LACFCD at no additional cost.

2. Termination/Suspension for Default

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

- a. DCLA has materially breached this Agreement; or
- b. DCLA fails to timely provide and/or satisfactorily perform any task, deliverable, updates, or other work required under this Agreement; or
- c. DCLA 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; or
- d. DCLA fails to operate and maintain the Exhibits in accordance with Section 4, including keeping the Exhibits open and accessible during DCLA's regular business days and hours.

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. DCLA shall be liable to LACFCD for any and all excess costs incurred by LACFCD, as determined by LACFCD, for such similar goods and services. DCLA shall continue the performance of this Agreement to the extent not suspended or terminated under the provisions of this paragraph.

If, after LACFCD issues a Notice of Suspension or Termination under the provisions of this paragraph, it is determined by LACFCD that DCLA 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 have the same as if Notice of Suspension or Termination had been issued pursuant to this Agreement's Termination/Suspension for Convenience.

3. Termination/Suspension for Improper Consideration

LACFCD may, by written notice to DCLA, immediately terminate the right of DCLA to proceed under this Agreement if it is found that consideration, in any form, was offered or given by DCLA, 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 DCLA performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against DCLA as it could pursue in the event of default by DCLA.

DCLA 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.

If there is termination that happens for any reason, any unused money must be returned promptly to LACFCD.

Section 11. INVOICING AND PAYMENT

1. DCLA shall submit to LACFCD an invoice summary and copies of all invoices, in the format required by LACFCD, each first week of every month from commencement of the Project implementation through Project Completion. LACFCD shall review DCLA's invoice and notify DCLA of exceptions or disputed items and the corresponding ineligible dollar amount. The total invoice amount, less any exceptions or disputed items, shall be considered approved by LACFCD. LACFCD shall make a good faith effort to pay DCLA all undisputed amounts within thirty (60) calendar days after LACFCD's Project Manager receives DCLA's invoice.
2. Any correspondence related to invoicing and/or approving/modifying deliverables shall be directed to:

Keith Hala, P.E, Senior Civil Engineer
khala@dpw.lacounty.gov

626-476-2198

3. Invoices shall include invoice date, item/cost description consistent to work included in Attachment A. Invoices will be prepared in required format and shall include any supporting documentation as may be reasonably required by LACFCD to establish the amount of such invoices as allowable expenses. All invoices shall be subject to audit.
4. LACFCD's liability under this MOA shall only be to the extent of the present appropriation to fund the MOA. No action, statement, or omission of any officer, agent, or employee of LACFCD shall impose any obligation upon LACFCD, such officer, agent, or employee, except to the extent LACFCD has appropriated funds and otherwise in accordance with the terms of this MOA.
5. DCLA and LACFCD agree that no indebtedness for work performed and results in costs under this MOA shall arise against LACFCD until and unless there is an appropriation of funds to pay for such work. However, if LACFCD shall appropriate funds for any successive fiscal years, LACFCD's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this MOA.
6. All invoices and payment are subject to LACFCD's Maximum Contribution Amount.

Section 12. NOTIFICATIONS

All Notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

LACFCD:

Mark Pestrella, Chief Engineer
900 S. Fremont Ave.
Alhambra, CA 91803
Office: 626-458-4001

With a copy to:

Adam Ariki, Deputy Director
900 S. Fremont Ave.
Alhambra, CA 91803
Office: 626-458-4012

DCLA:

Joe Adams, CEO Discovery Cube
11800 Foothill Blvd.
Sylmar, CA 91342
Office: (949) 521-0122

Section 13. ENTIRE AGREEMENT

This MOA contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

Section 14. AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this MOA may be made at any time by mutual written Agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

Section 15. SEVERABILITY

Should any portion of this MOA be determined to be void or unenforceable, such shall be severed from the whole and the MOA will continue as modified.

Section 16. WAIVER

A waiver of a default of any part, term or provision of this MOA shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

Section 17. HEADINGS

The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement, limit the provisions or scope of any section or paragraph hereof or create any additional rights, duties, or obligations of the parties hereto.

Section 18. MUTUAL DRAFTING

This Agreement shall be deemed to have been drafted by both parties hereto, with each having equal say and status. Any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

SECTION 19. ATTACHMENTS

Attachments A, B, C, D, and E attached hereto are incorporated herein by reference.

- Attachment A SCOPE OF WORK
- Attachment B PRELIMINARY PROJECT RENDERING
- Attachment C GENERAL TERMS AND CONDITIONS
- Attachment D SPECIAL CONDITIONS
- Attachment E REPORT SUBMISSION SCHEDULE

DRAFT

SECTION 20. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the DCLA on _____, 2025, and by the LACFCD on _____, 2025.

By _____
MARK PESTRELLA, PE
Chief Engineer

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Date

DISCOVERY CUBE OF LOS ANGELES

ATTEST:

By _____
JOE ADAMS
Chief Executive Officer

Date

ATTACHMENT A
SCOPE OF WORK

DRAFT

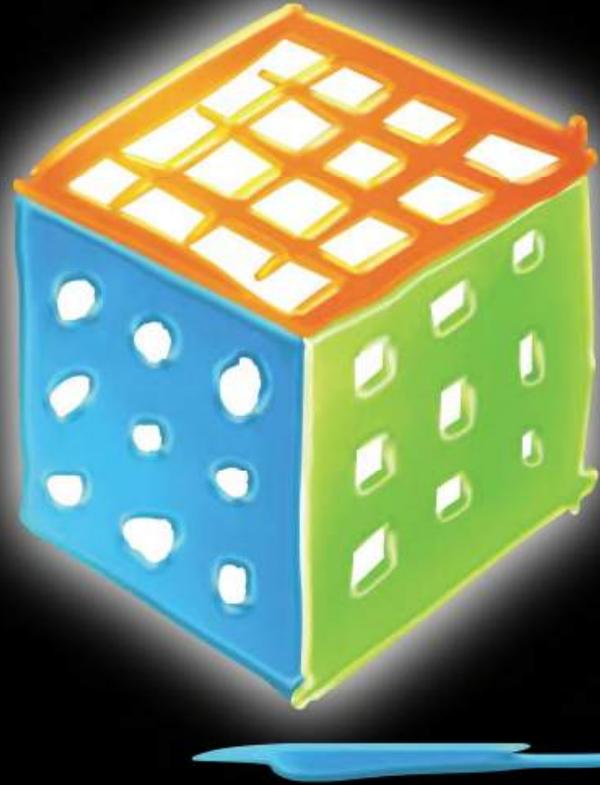
Budget Category/Task	Start Date	Completion Date	Deliverables	Grant Amount
A. Project Management, Reporting, & Invoicing				\$0.00
Task 1 - Project Management Manage Agreement including compliance with Agreement requirements, and preparation and submission of supporting grant documents and coordination with LACFCD. Prepare invoices including relevant supporting documentation for submittal to LACFCD. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors. Meet with LACFCD engineers and staff to ensure technical accuracy in educational content, exhibition design, and the demonstration exhibit project. Facilitate check-in meetings with LACFCD to assess progress and provide strategic input.			Deliverables: Meeting materials (Agenda, notes, sign-in sheets)	
Task 2 - Reporting & Invoicing Prepare updates and required reports detailing work completed during reporting period as outlined in Attachment E of this Agreement. Establish a structured reporting and accountability framework to ensure project transparency and effective use of funding. Provide reports detailing milestones achieved, budget expenditures, and upcoming and completed activities. Provide updates on deliverables when needed and coordinate with LACFCD to ensure alignment with agreed-upon scope, deliverables, and performance expectations.			Deliverables: Monthly Updates, Monthly invoices and associated supporting documentation, Biannual Progress Reports, & Project Completion Report	
B. Right of Way (ROW) Acquisition			Deliverables	\$0.00
Task 3 - ROW			Deliverable: Provide Final ROW approval	
C. Planning, Design, Environmental Compliance, and Engineering			Deliverables	\$2,700,000.00
Task 4a - Feasibility Study/Report			Deliverable: Provide Feasibility Study Report	
Task 4b - CEQA Documentation Submit environmental documents pursuant to CEQA. Prepare and file all necessary environmental documentation.			Deliverable: Provide All final CEQA documents, as required	
Task 4c - Permits Complete all permit requirements. Submit copies of all approved permits required for the Project.			Deliverable: All final Permits, as required	
Task 5 - Design for Water Lab Building Lead the development of community-facing education and engagement infrastructure by designing Water Lab at DCLA to house Exhibits. DCLA will manage project design, fabrication, construction, and ongoing maintenance and minimizing LACFCD resource commitments while achieving LACFCD education objectives. Prepare and submit all Design Plans and Specifications.			Deliverable: 30% Design Plans and Specifications, 60% Design Plans and Specifications, 90% Design Plans and Specifications, & 100% Design Plans and Specifications	
Task 6 - Development of the LID Demonstration Exhibits in collaboration with LACFCD. Lead the development of community-facing education and engagement infrastructure by designing Low Impact Development (LID) Demonstration Project exhibit and related educational materials.			Deliverables: All final educational materials, including videos.	\$900,000.00
Task 7 - Development of the Water Lab Exhibit in collaboration with LACFCD. Lead the development of community-facing education and engagement infrastructure by designing Water Lab and related educational materials.			Deliverables: All final educational materials, including videos.	\$1,800,000.00

**ATTACHMENT A
SCOPE OF WORK**

Budget Category/Task	Start Date	Completion Date	Deliverables	Grant Amount
Construction and Implementation			Deliverables	\$2,300,000.00
Task 8 - Contract Services Implement process to hire required contractors. Complete activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.			Deliverables: Bid Documents, Proof of Advertisement, Award of Contract, & Notice to Proceed	
Task 9 - Construction Administration Oversight of all construction and contracted services activities. This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project.			Deliverables: Certificate of Project Completion (Stamped Copy) & Record Drawings	
Task 10 - Construction Construction activities including mobilization and demobilization of Project site, site preparation, and construction per Final Plans and Specification.			Deliverables: Photographic Documentation of Progress & Change Orders (to verify Scope of Work changes only)	\$2,015,000.00
Task 11 - Media & Public Education Any public or media event or activities publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State's representatives.			Deliverables: Copies of Media materials, including social media postings, press releases, & preliminary and final educational videos	\$35,000.00
Task 12 - Contingency Amount set aside for unforeseen events to be accessed by Los Angeles County				\$250,000.00
			TOTAL	\$5,000,000.00

ATTACHMENT B
PRELIMINARY PROJECT RENDERING

DRAFT

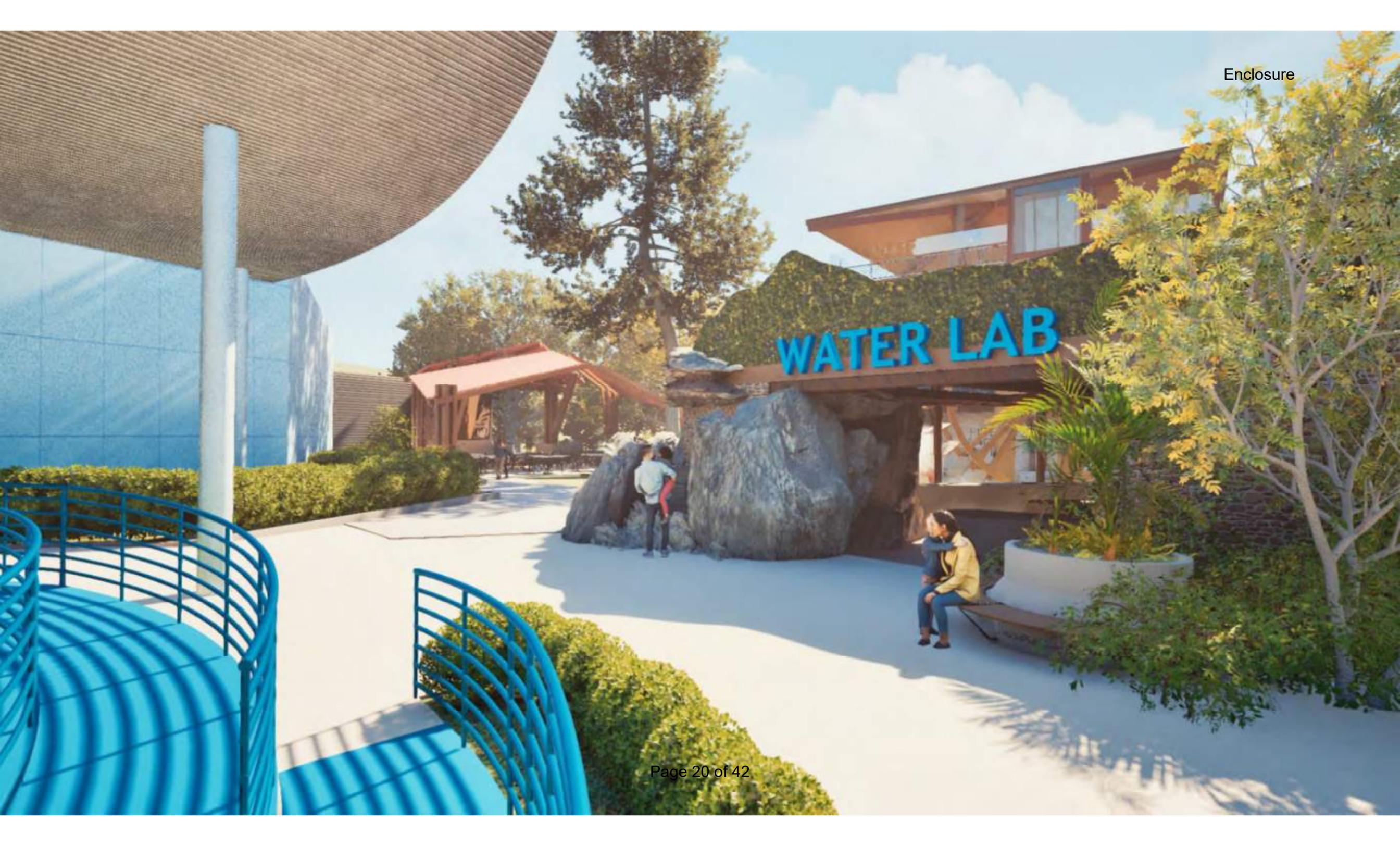


DiscoveryCube

®







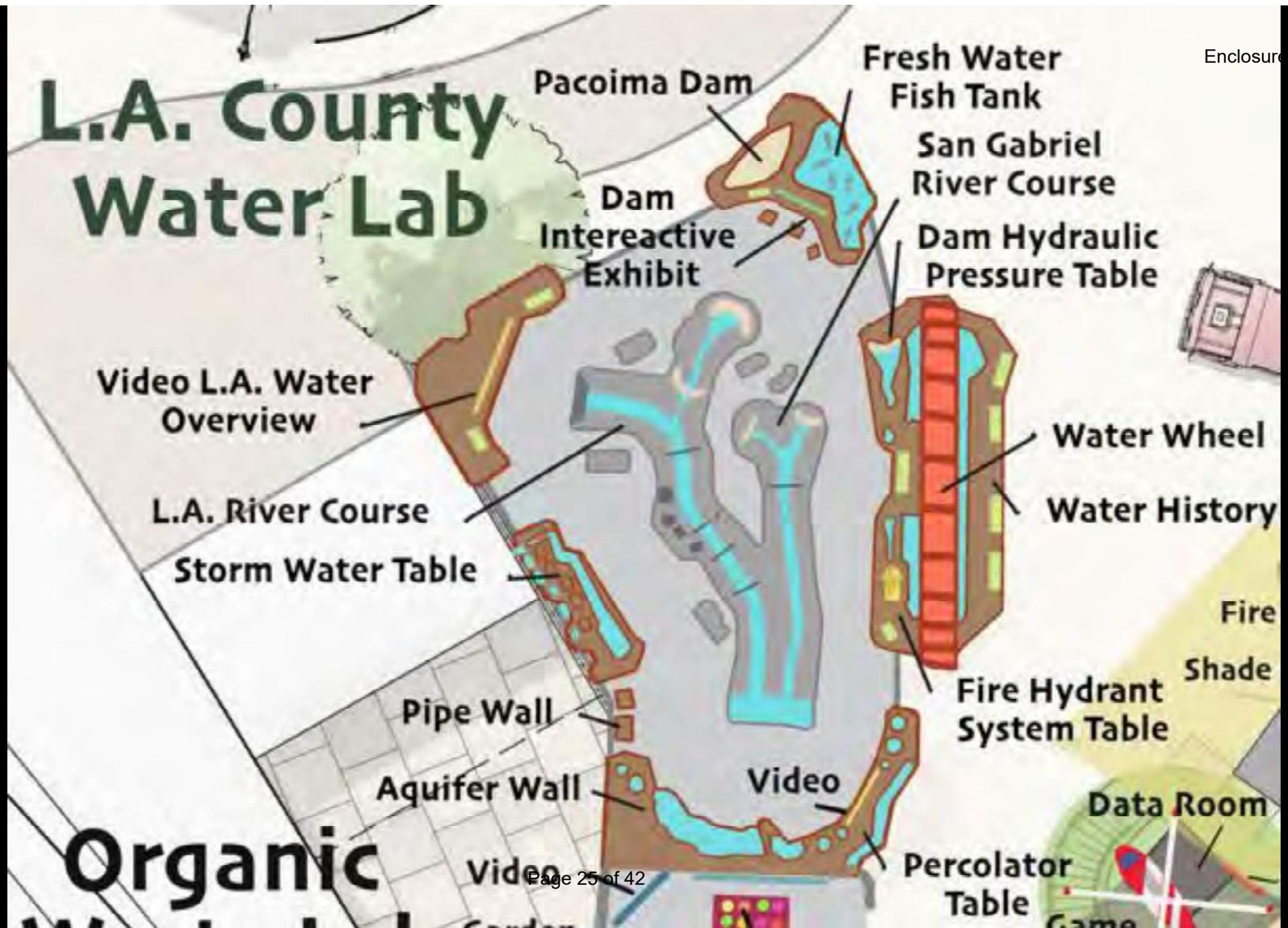




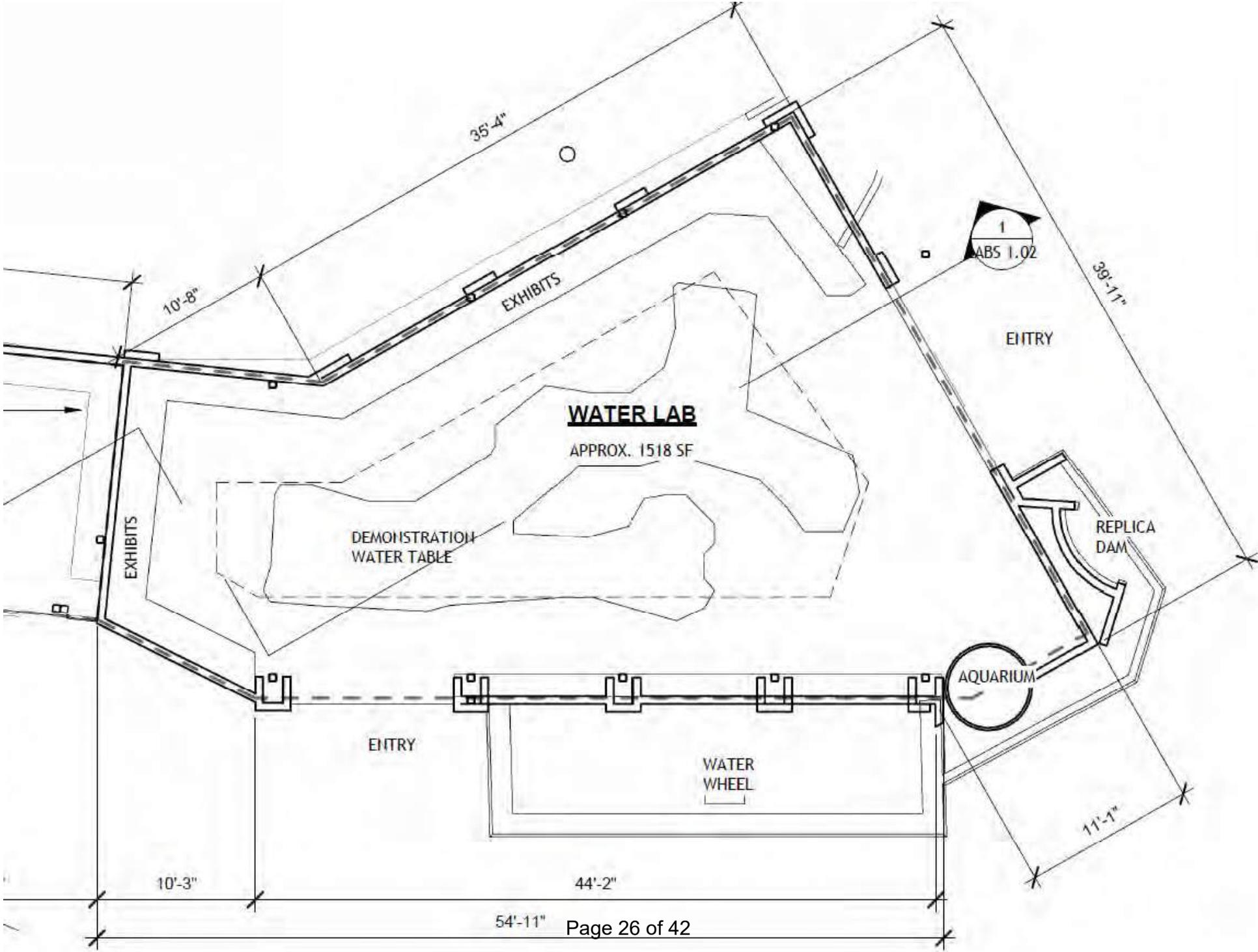


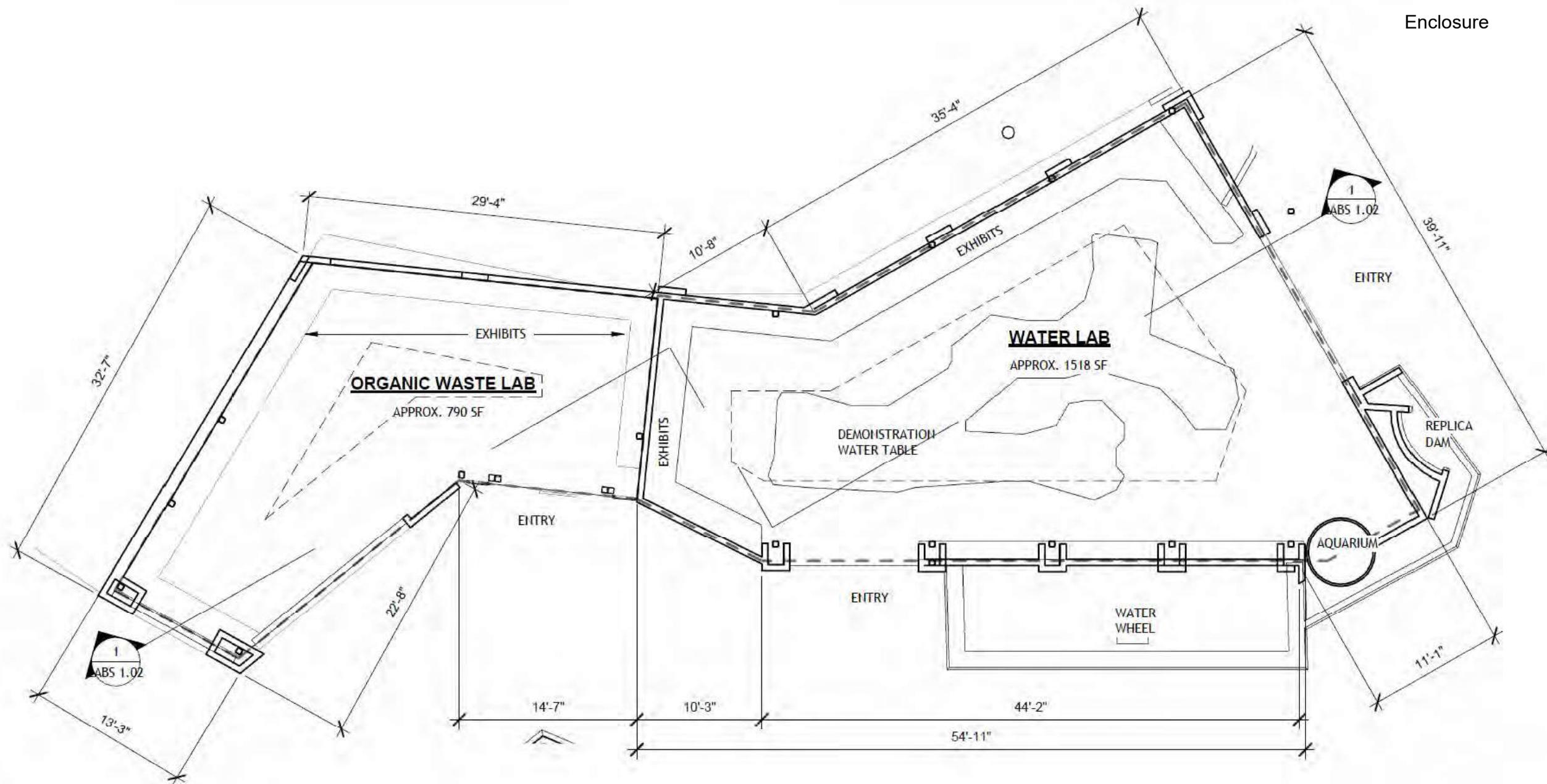


L.A. County Water Lab



Enclosure





WATER AND WASTE LAB PLAN

1/8" = 1'-0"

ATTACHMENT C

GENERAL TERMS AND CONDITIONS

C1. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE

DCLA shall include appropriate acknowledgement of credit to the LACFCD for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase, signage shall be posted in a prominent location at Project site(s) or at the DCLA's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. DCLA shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

C2. ASSIGNMENT

DCLA will not assign this Agreement without the prior consent of the LACFCD.

C3. AUDIT AND RECORDKEEPING

1. DCLA shall retain for a period of seven (7) years after Project Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. DCLA, upon demand by authorized representatives of the LACFCD, shall make such records available for examination and review or audit by the LACFCD or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. DCLA is responsible for obtaining an independent audit to determine Funded Project compliance with the terms and conditions of this Agreement and all requirements applicable to DCLA contained in chapters 16 and 18 of the Code promptly upon Project Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the LACFCD may also perform an interim independent audit every three (3) years until Project Completion. Audits shall be funded with District Program funds.
3. DCLA shall file a copy of the Project Completion audit report with the LACFCD by the end of the ninth (9th) month from Project Completion. DCLA shall file a copy of all interim audit reports by the ninth (9th) month from the end of each three (3) year period.

4. Upon reasonable advanced request, DCLA shall permit the Chief Engineer, at the LACFCD's cost and expense, to examine the Funded Activity. DCLA shall permit the authorized LACFCD representative, including the Auditor-Controller, at the LACFCD's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Section 3, the accounts and books of DCLA may be reviewed or audited by the LACFCD.

C4. Availability of Funds

LACFCD's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, LACFCD shall not be obligated to make any disbursements to DCLA under this Agreement. This provision shall be construed as a condition precedent to the obligation of the LACFCD to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide DCLA with a right of priority for disbursement over any other recipient. If any disbursements due DCLA under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the LACFCD that such disbursement will be made to DCLA when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the LACFCD shall have the option to either cancel this Agreement with no liability occurring to the LACFCD or offer an amendment to DCLA to reflect the reduced amount.

1. DCLA will not seek disbursement of any Project Costs that will be disbursed or reimbursed from other funding sources.
2. DCLA agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

C5. Choice of Law

The laws of the State of California govern this Agreement.

C6. Claims

Any claim of DCLA is limited to the rights, remedies, and claims procedures provided to DCLA under this Agreement. DCLA expenditures of a SCW Program Contribution that

involves the LACFCD shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

C7. Completion of Funded Activity by DCLA

DCLA agrees to pay any and all Project Costs in excess of the SCW Program Contribution necessary for Project Completion. DCLA expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Project Costs in full, DCLA shall nonetheless complete the Funded Activity and pay that portion of the Project Costs in excess of the SCW Program Contribution, subject to the provisions of Attachment C, as applicable.

C8. Compliance with Law, Regulations, etc.

DCLA shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, DCLA agrees that, to the extent applicable, DCLA shall comply with the Code.

C9. Competitive Bidding and Procurements

DCLA's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the DCLA does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

C10. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, DCLA shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of LACFCD. Such approval may be conditioned as determined to be appropriate by LACFCD, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

C11. DEFAULT PROVISIONS

DCLA will be in default under this Agreement under any of the following circumstances:

1. DCLA has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. DCLA materially breaches this Agreement or any addendum, including but not limited to:
 - a. Fails to operate or maintain the Funded Activity in accordance with this Agreement;
 - b. Fails to submit timely Progress/Expenditure Reports.
 - c. Fails to remain in Good Standing (see Section B-31, below).
 - d. DCLA fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
 - e. DCLA fails to maintain reasonable progress toward Funded Project Completion.
 - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
 - g. Inappropriate use of SCW Program Contributions, as deemed by the LACFCD.

Should an event of default occur, the LACFCD shall provide a Notice of Default to DCLA and shall give DCLA at least ten (10) calendar days or such longer period as LACFCD's reasonable discretion may authorize, to cure the default from the date the Notice is sent via first-class mail to DCLA. If DCLA fails to cure the default within the time prescribed by the LACFCD, the LACFCD may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to DCLA.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

DCLA shall not be in default under this Agreement as a result of any breach of this Agreement by DCLA that is the direct result of the LACFCD's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the LACFCD may, in its reasonable discretion, terminate this Agreement by providing DCLA with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the

Funded Activity except that DCLA's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

C12. DISPUTES

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the LACFCD and one-half by DCLA. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

C13. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, DCLA shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Funded Activity, DCLA shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

C14. Force Majeure

In the event that DCLA is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of DCLA, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

C15. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project DCLA shall, upon receipt of reasonable advance notice from LACFCD, ensure that LACFCD or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Project Completion.

C16. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by DCLA must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

DCLA certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

C17. INDEMNIFICATION

Except to the extent of the active negligence or willful misconduct of LACFCD, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, DCLA undertakes and agrees to defend, indemnify and hold harmless LACFCD and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by LACFCD, including but not limited to, costs of experts and consultants), damage or liability of any nature whatsoever, for death or injury to any person, including DCLA's employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOA by DCLA or its subcontractors of any tier. Rights and remedies available to

LACFCD under this provision are cumulative of those provided for elsewhere in this MOA and those allowed under the laws of the United States, the State of California, and LACFCD. The provisions of this paragraph shall survive expiration or termination of this MOA.

C18. Independent Actor

DCLA, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of LACFCD. DCLA shall not contract work with a contractor who is in a period of debarment from any agency within LACFCD. (LACC Chapter 2.202)

C19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the LACFCD and DCLA and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

C20. Lapsed Funds

1. DCLA shall be able to carry over uncommitted Special Parcel Tax funds for up to three (3) years from the end of the fiscal year in which those funds are transferred from LACFCD to DCLA.
2. If DCLA is unable to expend the SCW Program Contribution within three (3) years from the end of the Fiscal Year in which those funds are transferred from LACFCD to DCLA, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to DCLA but were not committed to eligible expenditures by the end of the third (3rd) fiscal year after the fiscal year in which those funds were transferred from LACFCD.
3. Lapsed funds shall be returned to LACFCD.
4. In the event that funds are to lapse, due to circumstances beyond DCLA's control, then DCLA may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to LACFCD in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of LACFCD.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

C21. Modification

This Agreement may be amended or modified only by mutual written consent of LACFCD and DCLA.

C22. Non-Discrimination

DCLA agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

C23. No Obligation of LACFCD

LACFCD will transfer the SCW Program Contribution to DCLA for the funding of the Funded Activity. LACFCD will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

C24. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

C25. Notice

1. DCLA shall notify LACFCD in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of DCLA; or
 - b. b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. DCLA shall notify the LACFCD within ten (10) working days of any litigation pending or threatened against DCLA regarding its continued existence, consideration of dissolution, or disincorporation.
3. DCLA shall notify the LACFCD promptly of the following:
 - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may DCLA make changes to the scope of the Funded Activity without receiving prior approval.
 - b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Project Completion;

- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, DCLA agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When LACFCD is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until LACFCD has determined what actions should be taken to protect and preserve the resource and DCLA agrees to implement appropriate actions as directed by the LACFCD;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by LACFCD representatives with at least fourteen (14) days' notice to the LACFCD;
- f. Project completion.

C26. Public Records

DCLA acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C27. DCLA's Responsibility for Work

DCLA shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. DCLA shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The LACFCD will not mediate disputes between DCLA and any other entity concerning responsibility for performance of work.

C28. Related Litigation

DCLA is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of whether the Project or any eventual related project is the subject of litigation, DCLA agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the LACFCD.

C29. Remaining Balance

In the event that DCLA does not spend all the SCW Program Contribution disbursed for the Funded Activity, DCLA shall promptly return the unspent SCW Program Contribution to the LACFCD.

C30. Reporting

DCLA shall be subject to and comply with the reporting requirements described in this Section as mentioned in Section 4. DCLA shall report available data through to LACFCD once available.

1. DCLA shall provide the Biannual Progress Report to LACFCD six (6) months following the execution date of this Agreement. Subsequent biannual reports will be submitted every six (6) months thereafter as long as this Agreement is in force. The reports shall summarize the work completed during the previous six (6) months. The Biannual Progress Report shall include:
 - a. Amount of funds received;
 - b. Percent overall Funded Project completion estimate;
 - c. Breakdown of how the SCW Program Contribution has been expended;
 - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Section 3 submission and corresponding metrics;
 - f. Identification of any tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
 - g. Scheduling concerns and issues encountered that may delay completion of the task;
 - h. Work anticipated for the next reporting period;
 - i. Any anticipated schedule or budget modifications;
 - j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible LACFCD website) of the tasks of the Project completed during the reporting period, as appropriate;
 - k. Additional financial or project-related information as required by the LACFCD;
 - l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Section 3;

- m. Status of DCLA's contractor's insurance; and
 - n. Description of post-performance for each completed exhibit is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each exhibit is actually performing compared to its expected performance; whether the exhibit is operated and maintained and providing intended benefits as proposed.
2. As Needed Information or Reports. DCLA agrees to promptly provide such reports, data, and information as may be reasonably requested by the LACFCD including, but not limited to material necessary or appropriate for evaluation of the SCW Educational Program or to fulfill any reporting requirements of the County, state or federal government.

C31. Representations, Warranties, and Commitments

DCLA represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of DCLA, has been duly authorized by the governing individual(s), board or body of DCLA, as applicable. This Agreement constitutes a valid and binding obligation of DCLA, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by DCLA of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which DCLA is a party or by which DCLA is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to DCLA's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect DCLA's ability to complete the Funded Activity.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of DCLA. As of the date set forth on the first page hereof, DCLA is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. DCLA is able to pay its debts as they become due.
5. Legal Status and Eligibility. DCLA is duly organized and existing and in good standing under the laws of the State of California and will remain so through Project Completion. DCLA shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Project Completion.

6. Insurance. DCLA shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects DCLA shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual:

<https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

C32. Requirements for Good Standing

DCLA must currently be in compliance with the LACFCD requirements set forth in this Agreement. DCLA must demonstrate it has not failed to comply with previous County and/or LACFCD audit disallowances within the preceding five years.

C33. Requirements Related to DCLA 's Contractors

1. DCLA shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if DCLA is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, DCLA may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. DCLA shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program), LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, DCLA shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. DCLA shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the District Program, if the Project has an estimated capital cost of over twenty-five million dollars

(\$25,000,000), as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.

5. With respect to a Project funded with SCW Program Contributions through the District Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Project developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. **Payment Bond.** Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. **Performance Bond.** Where contractors are used, DCLA shall not authorize construction to begin until each contractor has furnished a performance bond in favor of DCLA in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. **Prevailing Wage.** DCLA agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. DCLA shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. DCLA affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and DCLA affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision.
9. **Public Funding.** This Funded Activity is publicly funded. Any service provider or contractor with which DCLA contracts must not have any role or relationship with DCLA, that, in effect, substantially limits DCLA's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

ATTACHMENT D
SPECIAL CONDITIONS

1. DCLA shall be responsible for the preparation of all documentation, analysis and other work including any mitigation necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the LACFCD. Any decisions based on the documentation prepared by DCLA will reflect the independent judgment of LACFCD. By entering into this Agreement, the LACFCD is not approving any activity that would be considered a project under CEQA and DCLA acknowledges that the LACFCD will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until DCLA has prepared the documentation, analysis and other work necessary to comply with CEQA to the LACFCD's satisfaction.
2. In addition to its other indemnification obligations pursuant to this Agreement, DCLA hereby agrees to indemnify, defend, and hold harmless LACFCD, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the LACFCD, after consultation with DCLA, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
4. In the event that the LACFCD terminates the SCW Program Contribution for the entirety of the Funded Activity, DCLA shall promptly return all previously disbursed but unspent SCW Program Contributions and DCLA shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the LACFCD terminates the SCW Program Contribution for a portion on of the Funded Activity, DCLA shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and DCLA shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

ATTACHMENT E
REPORT SUBMISSION SCHEDULE

*To be submitted at a later date.

DRAFT