



AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 1st day of September 2018;

BY AND BETWEEN North East Trees, a 501(c) 3 corporation, hereinafter referred to as "NET,"

AND Mountains Recreation & Conservation Authority, a public entity of the State of California exercising joint powers pursuant to Section 6500 et seq. of the Government Code, hereinafter referred to as "Consultant"

RECITALS

- A. WHEREAS, NET has determined it necessary to engage the services of Consultant for LA River Center Water Capture & Other Improvements Project; and
- B. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances; and
- C. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration;

NOW THEREFORE,

The parties hereto do mutually agree as follows:

1. Definition

_____ "NET" means North East Trees, Inc., a nonprofit corporation organized under the laws of the State of California and Section 501(c) 3 of the Internal Revenue Code

2. Consultant's Services

The scope of work shall be as outlined in Attachment "A", which includes the NET & MRCA contract for the LA River Center Water Capture & Other Improvements Project specifically those services identified on page 19 & 20 of 24 pages: and No work shall commence on this project until a written Notice to Proceed is issued by NET.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to NET of the services described in Article 2 above, including receipt and acceptance of such work by Executive Director of the NET (hereinafter called Director), NET agrees to pay Consultant a maximum not to exceed fee of **\$50,000**

NET shall compensate Consultant as follows:

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by the Director. For all tasks within the budget, tasks should be billed quarterly. All task completion and billing will be verified by NET's contract manager prior to payment.

All payments will be made 60 days after receipt of invoice from Consultant, and after work performed is approved by NET's contract manager.

b. Supplemental Consultant Services may be required at NET's discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.

c. Consultant will not be required to perform services which will exceed contract amount, scope of work, and contract dates without amendment to this Agreement.

d. Consultant will not be paid for any expenditure beyond the contract amount stipulated without amendment to this Agreement.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. NET's Responsibility

NET will make available maps, drawings, and other records as available in NETs' file. Notwithstanding the foregoing, NET does not represent the accuracy of the content of said materials.

6. NET's Representative

Director, or his or her authorized representative, shall represent NET in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

The term of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by NET.

Either party may terminate this Agreement at any time by giving 30 working days written notice to the other party. In the event of such termination, NET shall compensate the Consultant for time expended and expenses incurred prior to the termination and reasonable shut-down costs. The Consultant shall make reasonable, diligent efforts to minimize any shut-down costs. Upon receipt of a termination notice from the NET, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

NET may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving 30 working days written notice of such termination to Consultant. Consultant shall be paid the full value of its services rendered.

8. Indemnification

Consultant agrees to indemnify, defend, and hold harmless NET, its agents, board of directors, officers, and employees from and against any and all liability, expense (including defense costs and legal fees), or claims for damages of any nature whatsoever, including, bodily injury, death, personal injury, or property damage (including property of Consultant), arising from, or connected with, any willful or negligent act, error, or omission of Consultant, its agents, or sub-consultants of any tier up to the limits of the Insurance coverage as specified in Item 9 below. However, Consultant shall not indemnify NET Indemnified Parties for their own negligence or willful misconduct.

NET shall indemnify, defend and hold harmless MRCA, the State of California, the Santa Monica Mountains Conservancy, the Rancho Simi Recreation and Park District, the Conejo Recreation and Park District, including their elected and appointed officials, officers, employees, agents, contractors, attorneys and designated volunteers (collectively, "MRCA Indemnified Parties") from any and all liability, including but not limited to, demand, claims, actions, fees, costs and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the acts of NET arising from or related to this Agreement.

The foregoing paragraph notwithstanding, Consultant further agrees to indemnify, defend, and hold harmless NET, its agents, board of directors, officers, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this agreement on behalf of Consultant by any person up to the limits of the Insurance coverage as specified in Item 9 below.

Neither the Consultant, nor its agents and sub-consultants of any tier, shall be obligated to indemnify NET and its related persons and entities for liabilities caused by the active negligence of NET and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify NET and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

The provisions of this Section shall survive the termination of this Agreement.

9. Independent Contractor Status

This Agreement is by and between NET and Consultant and is not intended, and shall not be construed, to create the relationship of agent, employee, partnership, joint venture, or association, as between NET and Consultant.

Consultant understands and agrees that all persons furnishing services to NET pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of NET.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

10. Assignment

This Agreement shall not be assigned without the prior written consent of NET. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

11. Conflict Resolution

A. Any claim, dispute or other matter of question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the parties of this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

B. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraphs A. and B. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter of question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

D. The parties waive consequential damages for any claim, dispute or other matter in question arising out of or related to this Agreement. This mutual waiver is applicable, without

limitation, to all consequential damages due to either party's termination in accordance with Section 7.

E. No waiver of any part of this agreement shall be deemed to constitute a waiver of any other provision.

12. Conflict of Interest

No NET employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

13. Reduction of Solid Waste

Consistent with NET's policy to reduce the amount of solid waste deposited at the landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

14. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless NET, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which NET may be found jointly or solely liable.

15. Equal Benefits Ordinance

Consultant shall comply with the Equal Benefits Ordinance, Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

16. Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless NET, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or NET in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

570 W. Ave. 26, Suite 200, Los Angeles, CA 90065 Phone: (323)441-8634 Fax: (323)441-8618

North East Trees is a 501c-3 non-profit: "Bringing Nature Back to Resource Challenged Communities"

NET

North East Trees
570 West Ave 26, Suite 200
Los Angeles, CA 90065
(323) 441-8634

CONSULTANT

MRCA
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
(323) 221-9944

The address for notice may be changed by giving notice pursuant to this paragraph.

18. Entire Agreement

This contract constitutes the entire Agreement between NET and Consultant and may be modified only by further written Agreement between the parties hereto.

Agreed and Accepted:

NORTH EAST TREES

By _____
Mark Kenyon, Executive Director

Date: _____

Mountains Recreation & Conservation Authority

By _____
Cara Meyer, Deputy Executive Officer

Date: _____