

**Attachment  
MRCA Item IV(c)  
September 20, 2007**

Materials prepared by: C. McLane, 9/18/07



# 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>

DONALD L. WOLFE, Director

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

IN REPLY PLEASE  
REFER TO FILE: PD-8

July 18, 2007

Mr. Michael Berger, Chair  
Mountains Recreation and Conservation Authority  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

Dear Mr. Berger:

### **MENTRYVILLE ACCESS ROAD IMPROVEMENTS COUNTY OF LOS ANGELES–MOUNTAINS RECREATION AND CONSERVATION AUTHORITY AGREEMENT**

Enclosed are two originals and one copy of a proposed Agreement regarding the Authority's project to resurface the deteriorated pavement on the Mentryville access road.

The enclosed Agreement has been prepared based on discussions between our respective staffs. It provides for the Authority to perform the preliminary engineering and administer the construction of the project, with the County to contribute a fixed amount of \$80,000 towards the project cost. Under the terms of the Agreement, the County is to pay the Authority, upon the opening of construction bids, sufficient funds to finance the County's contribution of \$80,000. The Agreement further provides for the Authority to finance the project cost in excess of the County's maximum contribution. The Agreement also stipulates that if the proposed improvements are not completed within two years from the date of execution of this Agreement, the Authority will return any funds deposited with the Authority by the County and the County will have no further obligation.

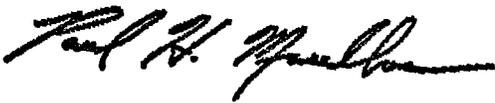
AGREEMENT FILE

Mr. Michael Berger  
July 18, 2007  
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If the enclosed Agreement is satisfactory, please present it to your duly authorized officials for approval. Upon approval, please return the two originals of the Agreement to us for further action. After final approval, we will return a fully executed original to you.

Very truly yours,

DONALD L. WOLFE  
Director of Public Works



SHARI AFSHARI  
Assistant Deputy Director  
Programs Development Division

HG:re  
C071247  
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Enc.

cc: Supervisor Michael D. Antonovich (Paul Novak)

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the Mountains Recreation and Conservation Authority (hereinafter referred to as AUTHORITY), and the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Pico Canyon Road is on COUNTY'S Highway Plan; and

WHEREAS, AUTHORITY proposes to resurface the deteriorated pavement at the end of Pico Canyon Road, west of the Golden State Freeway, in the unincorporated Mentryville area of the Santa Clarita Valley (hereinafter referred to as PROJECT), and

WHEREAS, PROJECT will improve the public's access to the historic Mentryville area; and

WHEREAS, AUTHORITY is willing to be the lead agency for PROJECT; and

WHEREAS, AUTHORITY has asked for financial assistance from COUNTY for PROJECT; and

WHEREAS, COUNTY is willing to contribute a fixed amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) towards COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code.

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

### (1) DEFINITIONS:

- a. The COST OF PROJECT, as referred to in this AGREEMENT, shall include the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- b. The cost of "preliminary engineering", as referred to in this AGREEMENT, shall include the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of "construction contract", as referred to in this AGREEMENT, shall include the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) COUNTY AGREES:

- a. To contribute a fixed amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) towards COST OF PROJECT, and to deposit this amount with AUTHORITY following the opening of construction bids for PROJECT and upon demand by AUTHORITY.
- b. Upon approval of construction plans for PROJECT, to issue AUTHORITY a no-fee permit(s) authorizing AUTHORITY to construct those portions of PROJECT within COUNTY highway right of way.
- c. To cooperate with AUTHORITY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in COUNTY streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- d. To grant AUTHORITY permission to occupy and use the public streets in COUNTY to construct PROJECT.

(3) AUTHORITY AGREES:

- a. To perform, or cause to be performed, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT within two years of the date of execution of this AGREEMENT.
- b. To finance COST OF PROJECT in excess of COUNTY'S maximum contribution of Eighty Thousand and 00/100 Dollars (\$80,000.00).
- c. To furnish COUNTY, within one hundred twenty (120) calendar days after final payment to contractor for PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual contract prices; an itemized accounting of all actual labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for AUTHORITY'S services to complete PROJECT.
- d. To indemnify, defend, and save harmless COUNTY, and its board, agents, officers, and employees, from and against any and all claims, actions, causes of action, damages, liability and expense, including defense costs, legal fees, arising out of or in connection with the construction, operation, maintenance, repair, functionality, and use of PROJECT, including but not limited to, third party claims for nuisance, negligence, dangerous condition, trespass, and inverse condemnation, and/or for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if PROJECT has not been completed within two years from the date of execution of AGREEMENT, AUTHORITY shall return any funds deposited with AUTHORITY by COUNTY and COUNTY shall have no further obligation under this AGREEMENT.
- b. That if COST OF PROJECT, based upon a final accounting, is less than COUNTY'S deposit as set forth in paragraph (2) a., above, AUTHORITY shall refund the difference to COUNTY.
- c. COUNTY shall review the final accounting invoice for COST OF PROJECT prepared by AUTHORITY and report in writing any discrepancies to AUTHORITY within sixty (60) calendar days after date of said invoice. Undisputed charges shall be deducted from COUNTY'S deposit. AUTHORITY shall review all disputed charges and submit a written justification to COUNTY detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY must submit justification to AUTHORITY for nonpayment within sixty (60)



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY on \_\_\_\_\_, 2007, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2007.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

ATTEST:

SACHI A. HAMA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

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

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

By \_\_\_\_\_

By \_\_\_\_\_