

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF POINT ARENA AND
THE COUNTY OF MENDOCINO

THIS AGREEMENT, ENTERED INTO EFFECT ON June 11th, 2019, is a Memorandum of Agreement which identifies and sets forth the joint and individual responsibilities of the City of Point Arena ("City") and the County of Mendocino ("County") in the repaving of certain roadways ("Project") in the Point Arena area.

It is hereby agreed between City and County that:

1. City is preparing a project bid solicitation for paving work on certain streets within the City of Point Arena, including all portions of the City-maintained Riverside Drive. City shall incorporate into its bid solicitation the repaving of a one-quarter (0.25) mile segment of County-maintained Eureka Hill Road that exists between two portions of the City-maintained Riverside Drive ("County Segment"). Work concerning the County Segment shall be configured as an additive bid item in the City project contractor bid documents, so as to separate said County Segment work from other components of the Project. County shall provide City a listing of the bid items and estimated quantities, cost estimates, plans and technical specifications to be incorporated into the contractor bid solicitation documents. City shall notify County when City begins to advertise for bids for the Project.
2. City shall procure and contract for the design and construction of the Project and perform such administrative work as is required for procurement, contracting and contract management of the Project as required by law. Following the opening of bids and determination by City of the lowest, responsive, responsible proposal for the paving work, City shall notify County of the proposed cost of the additive bid item for the County Segment. County shall have thirty (30) days from the date of such notification to notify City as to whether to approve or disapprove the additive bid item for the County Segment. In the event County does not provide notice to the City within said thirty (30) day period, County shall have been deemed to have disapproved the additive bid item.
3. County shall be named as an additional insured to the insurance coverage provided by the City's contractor to the City for the Project, and County shall be indemnified by the contractor to the same extent as the City.
4. County shall be a third party beneficiary to the contract between the City and the contractor selected for the Project.
5. City and County agree that award of the Project construction contract shall be based on the lowest responsive, responsible proposal for the City base bid paving work. Once County agrees to participate in the City's contract work, it is obligated to pay all costs to complete the additive bid item for the County Segment.
6. City shall manage, pay invoices and process payments for consultants and contractors for Project work. County shall provide City with prompt input on any Project tasks and participate regularly in Project development team meetings. County shall provide a designated point of contact to City for addressing any Project related issues.

7. County shall be responsible for providing inspection of the paving work for the County Segment. However, construction management and general direction to City's contractor shall remain with the City for all portions of the project, including the paving of the County Segment. County's construction management staff shall coordinate its functions and responsibilities with City. County shall be provided full access to provide for observation and inspection of the paving work of the County Segment. County will notify City if it determines that any deficiencies, failures or variances from the plans and specifications exist, but the primary responsibility for inspection and administration of the contract shall rest with City, and City shall employ persons experienced in the materials and work to provide for adequate inspection and supervision of the work. The failure of County personnel to detect variances from the plans and specifications or failure to notify City promptly of such variances shall not excuse the contractors' compliance with the terms and provisions of the construction documents, plans and specifications. If County detects variances or deficiencies from the plans and specifications, County will notify City and City shall issue the notices of deficiency and take remedial actions designated by County.
8. Pay quantities for the County Segment paving work shall be verified by County and County shall provide the approved pay quantities to City in a timely manner to facilitate the prompt payment authorization to the contractor; provided, however, that payment shall be made within 30 days of the date the County receives an invoice. County may give notice to City that it believes that change orders, stop orders or other modifications or variances are appropriate. County shall promptly inform City of its observations and opinions and cooperate fully with City in crafting and issuing such orders.
9. County shall reimburse City the cost of construction for the County Segment paving work. The cost of construction shall be the sum of successful bid plus \$3,000.00 City administration plus the cost for approved change orders and any costs related to approved claims resulting from the County Segment paving work but not to exceed \$123,000.
10. This Agreement does not change any ownership aspects of the roads involved. County, however, grants permission to City, its agents, officers, employees, and contractors to enter onto County property (including but not limited to easements) for the purposes of performing any work related to the Project.
11. Neither City nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority, or jurisdiction conferred upon County and arising under this agreement. It is understood and agreed that County shall fully defend, indemnify and hold harmless City and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by County under this Agreement. Neither County nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority, or jurisdiction conferred upon City and arising under this agreement. It is understood and agreed that City shall fully defend, indemnify and hold harmless County and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other

theories or assertions of liability occurring by reason of anything done or omitted to be done by City under this Agreement.

12. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
13. City shall have the right to terminate this Agreement and all work on the Project in the event that City determines, in its sole discretion, that the cost of completing the Project exceeds the grant or other funding sources available for the Project or that circumstances have changed such that completion of Project will require excessive expenditure of City resources. City may exercise this right at any time by providing written notice of same to County.
14. City and County will cooperate in the enforcement of any performance bonds, maintenance bonds, contracts or other obligations of third parties related to the Project. In the event, however, that such cooperation requires anything other than a *de minimus* expenditure of City resources or staff time, the parties shall first reach agreement by which County shall compensate City for such expenditure that is related to the County Segment paving work. City may, in its sole discretion, satisfy all obligations under this paragraph through valid assessment, subrogation, or other conveyance to County of the rights to be enforced.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

DEPARTMENT FISCAL REVIEW: Transportation

Howard N. Dashiell 5/21/19
HOWARD N. DASHIELL, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CITY OF POINT ARENA

By: _____

Date: _____

NAME AND ADDRESS OF AGENCY:

City of Point Arena

451 School Street

24000 S. Highway 1

Point Arena, CA 95468

COUNTY OF MENDOCINO

Carre Brown
By: CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: JUN 12 2019

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

Karla Van Hagn
By: Deputy JUN 12 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

Karla Van Hagn
By: Deputy JUN 12 2019

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Katharine L. Elliott
Deputy

Date: 5/22/19

INSURANCE REVIEW:

Carmel J. Angelo
By: Risk Management

Date: 5/29/19

EXECUTIVE OFFICE/FISCAL REVIEW:

[Signature]
By: Deputy CEO

Date: 5/29/19

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

DEPARTMENT FISCAL REVIEW: Transportation

CITY OF POINT ARENA

HOWARD N. DASHIELL, Director DATE

By: *Phil Shoeh*

Date: 5/28/19

Budgeted: ☒ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

NAME AND ADDRESS OF AGENCY:

City of Point Arena
PO Box 67
Point Arena, CA 95468

COUNTY OF MENDOCINO

By: _____
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions
of Government Code section 25103, delivery of
this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

By signing above, signatory warrants and
represents that he/she executed this
Agreement in his/her authorized capacity and
that by his/her signature on this Agreement,
he/she or the entity upon behalf of which
he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO