

**ASSISTANCE AGREEMENT
BETWEEN
THE DEPARTMENT OF PARKS AND RECREATION
AND**

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

THIS AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, hereinafter called DPR, and Mountains Recreation and Conservation Authority hereinafter called MRCA.

WITNESSETH: By and in consideration of the covenants and conditions contain herein, DPR and MRCA do hereby agree as follows:

A. Recitals

The Assistance Agreement is to provide funds from the MRCA to DPR for reimbursement for expenses, including personnel cost, travel, per diem and incidentals required for DPR's assistance with the joint park agencies' King Gillette Ranch land use planning process.

B. DPR'S RESPONSIBILITIES

DPR to provide site planning services, telecom and information technology support.

C. MRCA'S RESPONSIBILITIES

MRCA to provide reimbursement not to exceed \$15,000.00, payable in arrears upon receipt of invoices not be submitted more than monthly.

D. TERM:

The term of this Agreement shall be September 1, 2006 through June 30, 2008.

E. AGREEMENT AMOUNT

The total amount of this Agreement shall not exceed \$15,000.00, Fifteen Thousand Dollars and No Cents.

F. CANCELLATION

This Agreement may be canceled by either party with thirty (30) days advance written notice to the other party.

G. AMENDMENT

This Agreement may be amended by written mutual consent of the parties hereto, including extending the term of this Agreement. Verbal agreements shall not be binding on either party; any and all necessary changes must be incorporated by written Agreement Amendment only.

H. DISPUTES

In the event of any dispute concerning a question of fact arising under this agreement that cannot be resolved informally, each parties will have a designee, with the authority to approve and resolve the issue, confer with one another until joint resolution may be found.

I. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but are not limited to fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, terrorism, public regulated utility, or governmental statutes or regulations superimposed after the fact.

J. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties hereto, for the stated purposes of this Agreement. No other Agreements, written or verbal, are in force or effect for the stated purposes of this Agreement.

K. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California

L. SEVERABILITY

If any portion of this Agreement is found void, unenforceable or conflicting with the laws of the State California, that portion will be severed from the Agreement. All other terms and conditions of the Agreement will remain in full force and effect.

M. ASSIGNMENT

Neither party may assign this Agreement, in whole or in part, to a third party without written mutual consent of the other party. All assignments must be accomplished via a formal Agreement Amendment.

N. RESOLUTION

A county, city, district, or other local public body must provide DPR with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

O. INDEMNIFICATION

MRCA shall be responsible for, and State shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related to activities carried out by MRCA, its agents, officers, and/or employees, under this Agreement. MRCA shall protect, hold harmless, indemnify and defend

State, its agents, officers, and/or employees against any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with MRCA activities hereunder, whether or not there is concurrent passive negligence on the part of State, its agents, officers, and/or employees, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole negligence or wrongful act or omission of State.

The State shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State, for personal injuries or property damage resulting from the sole negligent or wrongful act or omission of any State employee while acting within the scope of his or her employment, arising out of this Agreement.

P. PROJECT REPRESENTATIVES

DPR:

Name Debonne Holm, Administrative Chief
Address 1925 Las Virgenes Road
Calabasas, CA 91302
Telephone: 818/ 880-0363 x111
Email: dholm@parks.ca.gov

MRCA:

Name Rorie Skei, Chief Deputy Executive Officer
Address: 5810 Ramirez Canyon Road
Malibu, CA 90265
Telephone: 310/ 589-3200 x112
Email: skei@smmc.ca.gov

STATE OF CALIFORNIA
Department of Parks and Recreation

Mountains Recreation and
Conservation Authority

By: _____
Name: Debonne Holm
Title: Administrative Chief

By: _____
Name: Rorie Skei
Title: Chief Deputy Executive
Officer