



Contract Number

SAP Number

Public Works - Transportation

Department Contract Representative	Sameh Basta Deputy Director, Operations
Telephone Number	(909) 387-8040
Contractor	County of Los Angeles
Contractor Representative	Lukas Bradley, P.E. Assistant Deputy Director
Telephone Number	(626) 458-5900
Contract Term	Approximately 5 years ending June 30, 2031
Original Contract Amount	Not to exceed \$30,000 per project and \$75,000 per fiscal year
Amendment Amount	
Total Contract Amount	\$75,000 annually
Cost Center	6650002000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

RECITALS

WHEREAS, the County of Los Angeles (**LA COUNTY**) and San Bernardino County (**SB COUNTY**) have observed that many of the street facilities and related appurtenances need occasional maintenance and repair, which includes snow removal and ice control, within **LA COUNTY's** jurisdiction in the vicinity of the unincorporated community of Wrightwood (**COOPERATIVE AREA**), as described and depicted with specificity on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Streets and Highways Code section 941.6 authorize a county to contract with another county for the maintenance, construction or reconstruction of its streets, if the counties mutually agree to expend funds for the maintenance; and

WHEREAS, the legislative bodies of **LA COUNTY** and **SB COUNTY** have determined that it is necessary for the more efficient maintenance, snow removal, and ice control of **LA COUNTY's** street facilities and related appurtenances within the **COOPERATIVE AREA** for the Parties to contract with each other for **SB COUNTY** to sometimes perform said work in **LA COUNTY's** jurisdiction, including emergency work, on street facilities and related appurtenances located within the **COOPERATIVE AREA** (hereinafter referred to as "**CONTRACT WORK**"); and

WHEREAS, **CONTRACT WORK** will be performed by the **SB COUNTY's** staff and/or contractors; and

WHEREAS, **CONTRACT WORK** will not exceed thirty thousand dollars (\$30,000) per project and will not exceed seventy-five thousand dollars (\$75,000) per fiscal year, and **LA COUNTY** will reimburse **SB COUNTY** for all costs incurred in performing such **CONTRACT WORK** in accordance with the terms and conditions set forth in this contract; and

WHEREAS, each county recognizes with mutual assistance there may be reasonable costs associated with services provided but not limited to, personnel, equipment, and supplies used in assisting any county participating in this contract; and

WHEREAS, **SB COUNTY** and **LA COUNTY** are sometimes individually referred to in this contract as a **PARTY** and collectively referred to as **PARTIES**; and

NOW, THEREFORE, **SB COUNTY** and **LA COUNTY** desire to set forth the responsibilities and obligations of each as they pertain to the work described in this contract and agree as follows:

SECTION 1 – CONTRACT WORK PROVIDED TO LA COUNTY

For **CONTRACT WORK** provided to **LA COUNTY**:

SB COUNTY AGREES TO:

- 1.1 **SB COUNTY** will perform maintenance services for **LA COUNTY** upon receipt of a written "Notice to Proceed" from **LA COUNTY**. After receiving the Notice to Proceed, **SB COUNTY** will provide **LA COUNTY** with a proposed schedule of workdays for **LA COUNTY's** review and concurrence. Except for snow removal and ice control, no work will begin until a Notice to Proceed has been issued. **SB COUNTY**, through its authorized representative identified in Section 3.4, retains sole discretion to approve or decline any individual Notice to Proceed and to determine whether to perform the requested services.
- 1.2 Utilize **SB COUNTY's** Department of Public Works labor force and/or contractors in providing services under this contract.
- 1.3 Provide snow removal and ice control on **LA COUNTY** streets in the Wrightwood community to include Cardinal Road, Raven Road, Timberline Drive, Flume Canyon Drive and its connecting streets, Swallow Hill Drive, Logwood Drive, Red Start Drive, Pine Creek Drive, Goldhill Drive, Rapid Grove Drive.
- 1.4 Provide snow removal and ice control on **LA COUNTY** streets in the Wrightwood community at the same time and level of service for snow removal on **SB COUNTY** streets. Snow removal activities on **LA COUNTY** streets in Wrightwood shall commence alongside normal activation of **SB COUNTY** snow removal activities for **SB COUNTY** streets in the Wrightwood area.
- 1.5 Invoice **LA COUNTY** for time and materials. A log of snow removal activities shall accompany each invoice.
- 1.6 Obtain a no-cost permit from **LA COUNTY** for any **CONTRACT WORK** to be performed within **LA COUNTY's** right-of-way. **SB COUNTY's** Director of Public Works, or the Director's designee, shall have the authority to obtain a permit from **LA COUNTY** for **CONTRACT WORK**

- 1.7 Upon completion of each individual work assignment, submit to **LA COUNTY** an itemized accounting of actual **CONTRACT WORK** costs incurred by **SB COUNTY** and an invoice for such costs.
- 1.8 Require all contractors and vendors providing **CONTRACT WORK** to have appropriate and adequate insurance coverage in accordance with **LA COUNTY** permit insurance and indemnity provisions for the mutual protection and benefit of the **PARTIES**.
- 1.9 Enforce **SB COUNTY's** contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. When applicable, **SB COUNTY** shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.
- 1.10 Accept payment for **CONTRACT WORK** requested by **LA COUNTY** for up to thirty thousand dollars (\$30,000) per project.

LA COUNTY AGREES TO:

- 1.11 Provide **SB COUNTY** a written "Notice to Proceed" for any authorized work requested by **LA COUNTY**.
- 1.12 Provide a no-cost permit to **SB COUNTY** for its work within **LA COUNTY's** right-of-way.
- 1.13 After **SB COUNTY** completes each individual **CONTRACT WORK** assignment and submits an itemized accounting of actual **CONTRACT WORK** costs incurred by **SB COUNTY** along with an invoice, to reimburse **SB COUNTY** for **CONTRACT WORK** costs within sixty (60) calendar days after receipt of invoice.
- 1.14 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CONTRACT WORK** with the **SB COUNTY**.
- 1.15 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.
- 1.16 When applicable, fill out and submit to the California Department of Industrial Relations a PWC-100 form.

SECTION 2 – MUTUAL OBLIGATIONS

IT IS MUTUALLY AGREED:

- 2.1 The types of **CONTRACT WORK** shall include, but not be limited to, snow removal and ice control.
- 2.2 The cost for each project shall not exceed thirty thousand dollars (\$30,000).
- 2.3 The total cost for all work performed pursuant to Section 1.1 shall not exceed seventy-five thousand dollars (\$75,000) per fiscal year, absent a prior written amendment to this contract.
- 2.4 **SB COUNTY** is only responsible to provide the **CONTRACT WORK** of facilities identified in the "Notice to Proceed" from **LA COUNTY** and agreed to by **SB COUNTY**. After completion of **CONTRACT WORK** on any particular facility, **LA COUNTY** shall be responsible for all future maintenance and repair work associated with the **CONTRACT WORK**, unless **SB COUNTY** receives a future request to provide additional **CONTRACT WORK** under this contract, followed by an approval of a written "Notice to Proceed."
- 2.5 The **PARTIES** shall comply with all applicable laws and regulations, including, but not limited to, all applicable Public Contract Code (e.g. bidding requirements), Labor Code (e.g. prevailing wage requirements), Business and Professions Code (e.g. licensing requirements), and Civil Code requirements (e.g. payment bond requirements).

- 2.6 For snow events, each agency shall coordinate prior to upcoming storm season and discuss activation and requests for mutual aid. **SB COUNTY** shall receive one notice to proceed covering snow removal and ice control for the storm season. If **SB COUNTY** performs snow removal and placement of cinders on the **LA COUNTY** side of the Wrightwood area as identified in 1.3, then **SB COUNTY** shall document and invoice **LA COUNTY**.
- 2.7 **LA COUNTY** shall prepare and submit to **SB COUNTY** a "Notice to Proceed" that outlines the work requested within the scope and budget limitations of this contract. The Notice to Proceed shall include the location (street(s) or highway(s)) the work shall take place on, the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the project within the scope of this contract. The **LA COUNTY** Director of Public Works/**LA COUNTY** Engineer shall have the authority to prepare and submit a "Notice to Proceed," as well as approve **CONTRACT WORK** projects up to \$30,000 each.
- SB COUNTY** is under no obligation to perform work tasks and **SB COUNTY**'s representative identified in Paragraph 3.4 may decline to perform the requested work with or without reason within 14 days of receipt of Notice to Proceed.
- 2.8 The term of this contract shall begin on the Effective Date and continue through June 30, 2031, unless earlier terminated by either **PARTY** in accordance with Section 3.9 and the other terms of this contract.

SECTION 3 – MISCELLANEOUS

IT IS FURTHER UNDERSTOOD AND AGREED:

- 3.1 The effective date of this Contract shall be the date on which it is fully executed by both **PARTIES**.
- 3.2 Insurance and Indemnification

SB COUNTY and **LA COUNTY** are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this contract.

Neither **LA COUNTY** nor any officer, employee, agent, or volunteer of **LA COUNTY** shall be responsible for any damage or liability arising out of, pertaining to, or relating to any acts or omissions on the part of **SB COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **SB COUNTY** or its contractors under this contract. It is also understood and agreed that, pursuant to Government Code section 895.4, **SB COUNTY** shall fully indemnify, defend (with counsel approved by **LA COUNTY**) and hold **LA COUNTY** and its officers, employees, agents, and volunteers harmless from any liability imposed for injury (as defined by Government Code section 810.8) arising out of, pertaining to, or relating to any acts or omissions on the part of **SB COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **SB COUNTY** or its contractors under this contract.

Neither **SB COUNTY** nor any officer, employee, agent or volunteer of **SB COUNTY** shall be responsible for any damage or liability arising out of, pertaining to, or relating to any acts or omissions on the part of **LA COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **LA COUNTY** or its contractors under this contract. It is also understood and agreed that, pursuant to Government Code section 895.4, **LA COUNTY** shall fully indemnify, defend (with counsel approved by **SB COUNTY**) and hold **SB COUNTY** and its officers, employees, agents, and volunteers harmless from any liability imposed for injury (as defined by Government Code section 810.8) arising out of, pertaining to, or relating to any acts or omissions on the part of **LA COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **LA COUNTY** or its contractors under this contract.

In the event **SB COUNTY** and/or **LA COUNTY** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this contract, **SB COUNTY** and/or **LA COUNTY** shall indemnify the other to the extent of its comparative fault.

LA COUNTY and **SB COUNTY** agree to waive all rights of subrogation against each other.

- 3.3 No supplement, modification, or amendment of this contract shall be binding unless executed in writing and signed by **LA COUNTY** and **SB COUNTY**.
- 3.4 All notices, approvals, consents or other documents required or permitted under this contract shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three calendar days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

County of Los Angeles
P.O. Box 1460
Alhambra, Ca 91802-1460
Authorized Representative:
Director of Public Works

San Bernardino County
825 East Third Street
San Bernardino, CA 92415
Authorized Representative:
Director of Public Works

- 3.5 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.
- 3.6 This contract shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this contract invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this contract is frustrated. Any dispute or action to enforce any obligation under this contract shall be filed and resolved in the appropriate Superior Court. In the event of litigation arising from this contract, each **PARTY** to the Contract shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to paragraphs 3.2.
- 3.7 This contract contains the entire agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This contract may only be modified in writing, signed by authorized representatives of both **LA COUNTY** and **SB COUNTY**.
- 3.8 This contract shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid/assistance contracts between any of the **PARTIES** for fire and rescue services, law enforcement, EMS, or medical/public health services. This contract is specific to Public Works Transportation resources with respect to the **COOPERATIVE AREA**; to the extent an inconsistency exists between any such preexisting resource assistance or mutual aid/assistance contract and this contract, the former shall control and prevail.
- 3.9 This contract may be terminated, with or without cause, by either **LA COUNTY** or **SB COUNTY** upon ninety (90) calendar days advance written notice by the party wishing to terminate, provided however, that any such cancellation shall not be effective as to any existing obligations pursuant to any **CONTRACT WORK** authorized prior to notice of cancellation or any outstanding claims pursuant to Section 3 hereof. In the event of cancellation as provided herein, all **CONTRACT WORK** costs required to be paid by the **PARTIES** prior to the effective date of cancellation shall be paid by the **PARTIES** as provided in this contract.
- 3.10 Except with respect to the indemnification obligations contained herein which shall survive the termination of this contract, this contract shall commence on the date it is approved by both **PARTIES**, and shall terminate on June 30, 2031 unless it is terminated early as provided in Paragraph 3.9.
- 3.11 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name

is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

- 3.12 The Recitals preceding the terms of this contract are incorporated into the terms hereof by this reference and constitute constructive terms of this contract.
- 3.13 Since the **PARTIES** or their agents have participated fully in the preparation of this contract, the language of this contract shall be construed simply, according to its fair meaning, and not strictly for any or against any party.

[Signatures on next page.]

IN WITNESS WHEREOF, SB COUNTY and LA COUNTY have each caused this contract to be subscribed by its respective duly authorized officers on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

County of Los Angeles
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Lukas Bradley
(Print or type name of person signing contract)

Title Assistant Deputy Director
(Print or Type)

Dated: _____

Address _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Aaron Gest, Deputy County Counsel	► _____ Andy Silao, P.E.	► _____ Noel Castillo, Director
Date _____	Date _____	Date _____