

WHEREAS, the legislative bodies of **LA COUNTY** and **SB COUNTY** have determined that it is necessary for the more efficient maintenance and 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 twenty thousand dollars (\$20,000) per project and will not exceed fifty thousand dollars (\$50,000) during the term of this contract, 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

WHEREAS, **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.

ARTICLE I – PUBLIC WORKS – TRANSPORTATION

SECTION 1 – CONTRACT WORK PROVIDED TO LA COUNTY

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

SB COUNTY AGREES TO:

- 1.1.1 Except for snow removal and ice control, schedule requested work upon receipt of a written "Notice to Proceed" from **LA COUNTY** and to provide to **LA COUNTY** a schedule of work days anticipated for the work for **LA COUNTY** concurrence. **SB COUNTY**, through its authorized representative identified in Paragraph 2.4 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **LA COUNTY**.
- 1.1.2 Utilize **SB COUNTY**'s Department of Public Works labor force and/or contractors in providing services under this contract.
- 1.1.3 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.
- 1.1.4 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.
- 1.1.5 Invoice **LA COUNTY** for time and material. A log of snow removal activities shall accompany each invoice. A log of snow removal activities shall accompany each invoice.

- 1.1.6 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**
- 1.1.7 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.
- 1.1.8 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**.
- 1.1.9 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.
- 1.1.10 Accept payment for **CONTRACT WORK** requested by **LA COUNTY** for up to twenty thousand dollars (\$20,000) per project.

LA COUNTY AGREES TO:

- 1.1.11 Provide **SB COUNTY** a written "Notice to Proceed" for any authorized work requested by **LA COUNTY**.
- 1.1.12 Provide a no-cost permit to **SB COUNTY** for its work within **LA COUNTY's** right-of-way.
- 1.1.13 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 twenty (60) calendar days after receipt of invoice.
- 1.1.14 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**.
- 1.1.15 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.
- 1.1.16 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:

- 1.2.1 The types of **CONTRACT WORK** shall include, but not be limited to, snow removal and ice control.
- 1.2.2 The cost for each project shall not exceed twenty thousand dollars (\$20,000).
- 1.2.3 The total cost for all work performed pursuant to Section 1.1.1 shall not exceed fifty thousand dollars (\$50,000), absent a prior written amendment to this contract.
- 1.2.4 **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."
- 1.2.5 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).

- 1.2.6 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 1.1.3, then **SB COUNTY** shall document and invoice **LA COUNTY**.
- 1.2.7 **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 \$20,000 each.
- 1.2.8 **SB COUNTY** is under no obligation to perform work tasks and **SB COUNTY**'s representative identified in Paragraph 2.4 may decline to perform the requested work with or without reason within 14 days of receipt of Notice to Proceed.
- 1.2.9 The contract term shall be through June 30, 2021. The **PARTIES** shall have the sole option to renew this contract for up to four additional fiscal year periods through June 30, 2025. Each such option shall be executed through the issuance of a Purchase Order to **SB COUNTY**.

ARTICLE II – MISCELLENEOUS

IT IS FURTHER UNDERSTOOD AND AGREED:

- 2.1 The Effective Date of this contract shall be the first date on which all of the following has occurred: (1) **LA COUNTY**'s authorized representative has signed the contract, and (2) **SB COUNTY**'s Board has approved the contract; and (3) **SB COUNTY**'s authorized representative has signed the contract.

2.2 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.

- 2.3 No supplement, modification, or amendment of this contract shall be binding unless executed in writing and signed by **LA COUNTY** and **SB COUNTY**.
- 2.4 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

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

- 2.5 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.
- 2.6 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 3.1.2.
- 2.7 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**.
- 2.8 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.
- 2.9 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 Article 2 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.
- 2.10 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, 2021, unless it is terminated early as provided in Paragraph 2.9.

- 2.11 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.
- 2.12 The Recitals preceding the terms of this contract are incorporated into the terms hereof by this reference and constitute constructive terms of this contract.
- 2.13 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.

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.

COUNTY OF SAN BERNARDINO

COUNTY OF LOS ANGELES

▶ 

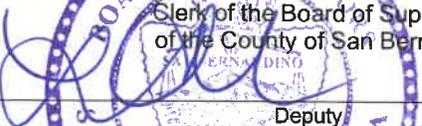
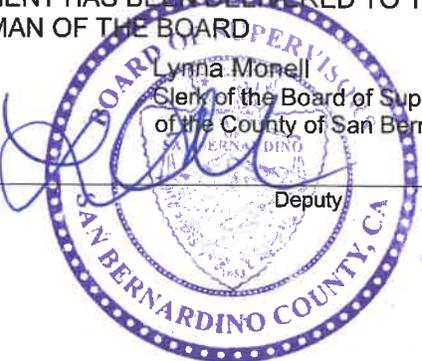
 Curt Hagman, Chairman, Board of Supervisors
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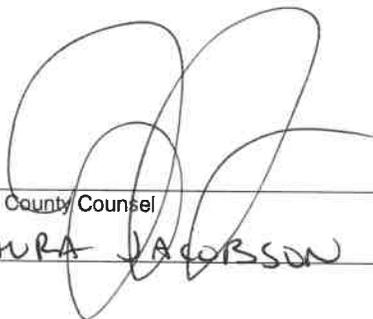
James Daly, Assistant Deputy Director

 Dated: 9/15/20

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
 of the County of San Bernardino

 Deputy
 By 


By: _____
 County Counsel
 LAURA JACOBSON


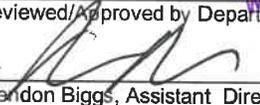
FOR COUNTY USE ONLY

Approved as to Legal Form
 ▶ see attached
 Suzanne Bryant, Deputy County Counsel

 Date _____

Reviewed for Contract Compliance
 ▶ 
 Andy Silao, Division Chief

 Date 9/28/2020

Reviewed/Approved by Department
 ▶ 
 Brendon Biggs, Assistant Director, Department of Public Works

 Date 9/28/2020

COUNTY OF SAN BERNARDINO

COUNTY OF LOS ANGELES

▶
Curt Hagman Chairman Board of Supervisors

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

Lynna Moneif
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Dated _____

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *Suzanne Bryant*
Suzanne Bryant Deputy County Counsel

Date 9-8-2020

Reviewed for Contract Compliance

▶ _____
Andy Silao Division Chief

Date _____

Reviewed/Approved by Department

▶ _____
Brendon Biggs, Assistant Director, Department of
Public Works

Date _____

EXHIBIT A
Wrightwood Cooperative Agreement Map



