



Contract Number

SAP Number

Public Works

Department Contract Representative	Noel Castillo
Telephone Number	Director of Public Works
	(909) 387-7906
Contractor	County of Los Angeles
Contractor Representative	Michele Chimienti, P.E.
Telephone Number	Assistant Deputy Director
Contract Term	(626) 458-5900
Original Contract Amount	Approximately 5 years ending
	March 31, 2030
Amendment Amount	Not to exceed \$90,000 per project;
Total Contract Amount	not to exceed a total of \$150,000
Cost Center	for each party per fiscal year
Grant Number (if applicable)	\$150,000 annually
	6650002000

IT IS HEREBY AGREED AS FOLLOWS:

RECITALS

WHEREAS, the County of Los Angeles (**LA COUNTY**) and the County of San Bernardino (**SB COUNTY**) have observed that many of the street facilities and related appurtenances need occasional maintenance and repair, including snow removal and ice control, within **LA COUNTY**'s jurisdiction in the vicinity of the unincorporated community of Mount Baldy (**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 repair of its streets, if the county's legislative body determines that it is necessary for the more efficient maintenance, construction, or repair of said streets; and **WHEREAS**, **SB COUNTY** and **LA COUNTY** previously entered into agreements 19-774 and 02-153 for snow removal services in the Mount Baldy and Wrightwood areas; and

WHEREAS, Government Code section 6502 authorizes two or more public agencies, including counties, by agreement, if authorized by their respective legislative bodies, to jointly exercise any power common to the contracting parties; and

WHEREAS, the legislative bodies of **LA COUNTY** and **SB COUNTY** have determined that it is necessary for the more efficient maintenance and repair 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 or **LA COUNTY**'s staff and/or contractors; and

WHEREAS, **CONTRACT WORK** will not exceed ninety thousand dollars (\$90,000) per project and will not exceed one hundred fifty thousand dollars (\$150,000) in each fiscal year 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, **LA COUNTY** and **SB COUNTY** are each desirous of providing a reasonable and reciprocal exchange of services where appropriate; 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

1.1.0 For CONTRACT WORK provided to LA COUNTY:

SB COUNTY AGREES TO:

- 1.1.01 Except as noted in Section 1.2.08 and 1.2.09, schedule requested work upon receipt of a written "Notice to Proceed" from **LA COUNTY** and to provide to **LA COUNTY** a schedule of workdays anticipated for the work for **LA COUNTY** concurrence. **SB COUNTY**, through its authorized representative identified in Paragraph 4.5 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **LA COUNTY**.
- 1.1.02 Utilize **SB COUNTY**'s Department of Public Works labor force and/or contractors in providing services under this contract.
- 1.1.03 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**.
- 1.1.04 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.

- 1.1.05 **SB COUNTY** shall require all contractors and vendors providing **CONTRACT WORK** to have appropriate and adequate insurance coverage for the mutual protection and benefit of the **PARTIES**.
- 1.1.06 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, **COUNTY** shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.

LA COUNTY AGREES TO:

- 1.1.07 Provide **SB COUNTY** a written "Notice to Proceed" for any authorized work requested by **LA COUNTY**.
- 1.1.08 Provide a no-cost permit to **SB COUNTY** for its work within **LA COUNTY's** right-of-way.
- 1.1.09 After **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.
- 1.1.10 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**.
- 1.1.11 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.
- 1.1.12 When applicable, fill out and submit to the California Department of Industrial Relations a PWC-100 form.

SECTION 2 – MUTUAL OBLIGATIONS

1.2.0 IT IS MUTUALLY AGREED:

- 1.2.01 The types of **CONTRACT WORK** shall include, but not be limited to: maintenance or emergency repair of streets/highways, appurtenant fencing, culvert or drainage facilities, snow removal and ice control, as well as providing heavy equipment for storm debris cleanup, striping, chip sealing, maintenance or emergency paving.
- 1.2.02 **SB COUNTY** and **LA COUNTY** will accept payment from each other for **CONTRACT WORK** requested by **LA COUNTY** or **SB COUNTY** for up to ninety thousand dollars (\$90,000) per project.
- 1.2.03 The cost for each project shall not exceed ninety thousand dollars (\$90,000).
- 1.2.04 The total cost for all work performed pursuant to Section 1.0 shall not exceed one hundred fifty thousand dollars (\$150,000) per fiscal year, absent a prior written amendment to this contract. The total cost for all work performed pursuant to Section 2.0 shall not exceed one hundred fifty thousand dollars (\$150,000) per fiscal year, absent a prior written amendment to this contract.
- 1.2.05 **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."
- 1.2.06 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).
- 1.2.07 **SB COUNTY** shall provide routine road clearing (e.g. "rock runs") on Mount Baldy Road and document occurrences of clearing on **LA COUNTY** portion. No prior advance authorization is required for **SB COUNTY** to remove routine rocks from Mount Baldy Road in **LA COUNTY** jurisdiction. The cost shall be based on pickup truck with blade, and driver and 30 minute duration per occurrence. A log of clearing events and photo shall accompany each invoice. In the event of large boulders which require heavy equipment or storm damage with heavy debris, **SB COUNTY** shall notify **LA COUNTY** in advance to discuss which agency will be the lead on the removal. If **SB COUNTY** receives notice to proceed from **LA COUNTY**, **SB COUNTY** will proceed

with removal, then actual time and material will be invoiced. The public and California Highway Patrol (CHP) or **SB COUNTY** or **LA COUNTY** Sheriff shall continue to contact each agency depending on jurisdiction and **LA COUNTY** and/or **SB COUNTY** shall coordinate which agency will be lead on the response depending on availability of resources.

- 1.2.08 For snow events, each agency shall coordinate prior to upcoming storm and discuss activation and requests for mutual aid. Each agency shall install chainable message boards to alert drivers of chain control, and overall roadway conditions. If **SB COUNTY** performs snow clearing and placement of cinders and/or placement of changeable message board on the **LA COUNTY** side of Mount Baldy Road, then **SB COUNTY** shall receive a notice to proceed and then document and invoice **LA COUNTY**.
- 1.2.09 **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 provide estimates and approve **CONTRACT WORK** projects up to \$90,000 each. **SB COUNTY** shall develop cost estimates and project schedules for review by **LA COUNTY** using **SB COUNTY**-approved labor and equipment rates that include fringe and overhead for actual employee classifications, equipment rates that will recover the depreciation expenses and the maintenance and repair cost of the equipment used for the proposed work assignment and estimated material costs. If requested, the estimate of cost will be provided to **LA COUNTY** prior to the commencement of work. **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 for any reason or for no reason.

ARTICLE II – MISCELLANEOUS

2.0 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 Board and **SB COUNTY**'s Board have each approved the contract; and (2) the authorized representative of each 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:

Los Angeles County
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

- 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 County of San Bernardino, California. 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 2.2.
- 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, Flood Control resources and emergency management 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 March 31, 2030, unless it is terminated early as provided in Paragraph 2.9.
- 2.11 This contract may be signed electronically and in counterparts, each of which shall constitute an original.
- 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.

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 _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Aaron Gest, County Counsel

Date _____

Reviewed for Contract Compliance

► _____
Andy Silao, P.E.

Date _____

Reviewed/Approved by Department

► _____
Noel Castillo, Director

Date _____