



Contract Number

SAP Number

Public Works

Department Contract Representative	Harold Zamora, P.E., Engineering Manager
Telephone Number	(909) 387-8166
Project	Morongo Road and Other Roads Pavement Preventative Maintenance
Contractor	City of Twentynine Palms
Contractor Representative	Frank J. Luckino, City Manager
Telephone Number	(760) 367-6799
Contract Term	Expiration 12/31/2024
Original Contract Amount	\$144,000
Amendment Amount	N/A
Total Contract Amount	\$144,000
Cost Center	6650002139 TX1820

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, San Bernardino County (COUNTY) desires to conduct pavement preventative maintenance on certain COUNTY maintained roads in the Twentynine Palms area; and

WHEREAS, the COUNTY and the City of Twentynine Palms (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") desire to cooperate and jointly participate in the following CITY area pavement rehabilitation project (see Exhibit "A" for list of proposed roads which is attached hereto and incorporated herein by this reference and hereinafter collectively referred to as PROJECT); and

WHEREAS, the PROJECT consists of approximately 33.88 miles of pavement maintenance and will be performed by the COUNTY's Department of Public Works Road Operations labor force; and

WHEREAS, California Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and

WHEREAS, the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads to contract with COUNTY for the PROJECTS; and

WHEREAS, it is anticipated that COUNTY's share of PROJECTS costs will be from COUNTY Measure I funds and CITY's share of PROJECTS costs will be financed through its local funds; and

WHEREAS, the total PROJECTS cost is estimated to be \$2,707,000; and

WHEREAS, COUNTY's share of PROJECTS cost is estimated to be \$2,563,000 and the CITY's share of PROJECTS cost is estimated to be \$144,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; and

WHEREAS, COUNTY and CITY desire to set forth the responsibilities and obligations of each as they pertain to such participation, and to the design, construction, and funding of the proposed PROJECTS.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency for the PROJECT, which will be performed by the COUNTY's Department of Public Works Road Operations labor force.
- 1.2 Review said street pavement condition, process related California Environmental Quality Act (CEQA) compliance document (Public Resources Code section 21000 et seq.), and perform the PROJECT. Right-of-way services and utility relocation are not anticipated for the PROJECT and therefore are not included in this Agreement.
- 1.3 Obtain a no-cost permit from CITY for work performed within the CITY's right-of-way.
- 1.4 Submit to the CITY an invoice for CITY's share of the PROJECT cost, which is estimated to be \$144,000, after the PROJECT is completed and accepted by the CITY. PROJECT costs shall include, but is not limited to, survey, construction, supervision, inspection, material testing, CEQA compliance and COUNTY overhead. In the event the actual cost of the CITY's share of the PROJECT cost exceeds the estimated cost of \$144,000, COUNTY shall notify CITY before authorizing additional work and receive written permission from the CITY to perform additional work.

2.0 CITY AGREES TO:

- 2.1 Provide a qualified representative who shall have the authority to discuss and resolve issues concerning the PROJECT with the COUNTY.
- 2.2 Provide a no-cost permit to the COUNTY for its work in CITY's right-of-way.
- 2.3 Pay to the COUNTY a lump sum of \$144,000 for the CITY's share of the PROJECT costs described in Section 1.0 above.
- 2.4 Pay the COUNTY within thirty (30) days after receipt of the invoice from COUNTY pursuant to Paragraph 1.4 above.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during COUNTY's performance of PROJECT work, before, during and after CITY's acceptance of completed PROJECT, CITY shall be responsible for performing any and all work (including, but not limited to, maintenance) on CITY streets in the PROJECT limits that are in the CITY incorporated area.

- 3.2 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify, defend (with counsel approved by CITY) and hold harmless CITY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.4 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.
- 3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to Paragraphs 3.2, 3.3 and 3.4.
- 3.6 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of the terms, conditions or obligations of this Agreement.
- 3.7 This Agreement may be terminated upon thirty (30) days advance written notice of either Party. In the event of termination, all PROJECT expenses incurred by COUNTY for work done within CITY's jurisdiction prior to the effective date of termination shall be paid by CITY in an amount not to exceed \$144,000. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.8 Except for the CITY's operation, maintenance and indemnification obligations and the COUNTY's indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for the PROJECT costs.
- 3.9 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.10 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the San Bernardino County, California.
- 3.11 Time is of the essence for each and every provision of this Agreement.
- 3.12 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.13 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.
- 3.14 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.15 This Agreement may be signed in counterparts, each of which shall constitute an original.

- 3.16 This Agreement will be effective on the date signed by both Parties and shall conclude upon satisfaction of the terms identified in Paragraph 3.8 or December 31, 2024 (whichever occurs first).
- 3.17 The Recitals are incorporated into the body of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

►

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 Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

CITY OF TWENTYNINE PALMS

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

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

Name Frank J. Luckino
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: _____

Address 6136 Adobe Road,
Twentynine Palms, CA 92277

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____
Andy Silao, P.E., Engineering Manager

Date _____

Reviewed/Approved by Department

► _____
Brendon Biggs, Director

Date _____

EXHIBIT A
PROJECT ROAD LIST FOR CITY OF TWENTYNINE PALMS AND
SAN BERNARDINO COUNTY PAVEMENT RESURFACING PROJECT:

Road Name	Road Number	Project Limits	Scope of Work	County Road Length	City Road Length	Total Road Length
BLUEGRASS AVENUE	171000010	INDIAN TR N/VALLE VISTA RD	Preparation Work + Chip Seal	0.50	0.00	0.50
BULLION MOUNTAIN ROAD	187950010	AMBOY RD N/VALLE VISTA RD	Preparation Work. + Chip Seal	1.00	1.00	2.00
DESERT FLOWER AVENUE	295800010	INDIAN TR N/VALLE VISTA RD	Preparation Work. + Chip Seal	0.50	0.00	0.50
GODWIN ROAD	384250010	29 PALMS HWY N/AMBOY RD	Leveling Course + Chip Seal	2.00	0.00	2.00
INDIAN COVE ROAD	436450030	MESA DR N/VALLE VISTA RD	Preparation Work. + Chip Seal	1.01	0.00	1.01
INDIAN TRAIL	436750020	LEAR AVE E/MESQUITE SPRINGS RD	Preparation Work. + Chip Seal	4.55	0.00	4.55
INDIAN TRAIL	436750010	INDIAN COVE RD E/LEAR AVE	Preparation Work. + Chip Seal	0.28	0.00	0.28
LEAR AVENUE	490200030	AMBOY RD N/POLE LINE RD	Leveling Course + Chip Seal	4.00	0.00	4.00
MELDORA AVENUE	540750010	INDIAN TR N/VALLE VISTA RD	Preparation Work. + Chip Seal	0.50	0.00	0.50
MESA DRIVE	543900010	.24M W, INDIAN COVE RD E/SHOSHONE VLY	Preparation Work. + Chip Seal	1.01	0.00	1.01
MESQUITE SPRINGS ROAD	546000060	.75M N, SIESTA DR (PMS CL) N/INDIAN TR	Preparation Work. + Chip Seal	0.75	0.75	1.50
MESQUITE SPRINGS ROAD	546000070	INDIAN TR N/SUNNY SANDS DR(NM)	Preparation Work. + Chip Seal	0.50	0.50	1.00
MORONGO ROAD	566100040	INDIAN TRAIL N/POLE LINE RD	Leveling Course + Chip Seal	2.51	0.00	2.51
MORONGO ROAD	566100050	POLE LINE RD N 1.63M	Leveling Course + Chip Seal	1.63	0.00	1.63
PINTO MOUNTAIN ROAD	659380010	AMBOY RD N/VALLE VISTA RD	Preparation Work. + Chip Seal	2.00	0.00	2.00
SHOSHONE VALLEY ROAD	752700010	MESA DR N/VALLE VISTA RD	Preparation Work. + Chip Seal	1.00	0.00	1.00

UTAH TRAIL	839100010	JOS TR MON BDRY N/.30M S,STARLIGHT D	Preparation Work. + Chip Seal	1.00	1.01	2.01
VALLE VISTA ROAD	842400070	UTAH TR E/BULLION MTN RD	Preparation Work. + Chip Seal	1.00	1.00	2.00
VALLE VISTA ROAD	842400080	BULLION MTN RD E/PINTO MTN RD	Preparation Work. + Chip Seal	2.04	0.00	2.04
VALLE VISTA ROAD	842400013	.15M E, LOS OLIVOS AVE E/LEAR AVE	Preparation Work. + Chip Seal	0.35	0.00	0.35
VALLE VISTA ROAD	842400020	LEAR AVE E/SHOSHONE VLY RD	Preparation Work. + Chip Seal	0.49	0.00	0.49
VALLE VISTA ROAD	842400030	BLUEGRASS AVE E/MELDORA AVE	Preparation Work. + Chip Seal	1.00	0.00	1.00
TOTAL MILES:				(COUNTY) 29.62	(CITY) 4.26	(PROJECT) 33.88

EXHIBIT B
ESTIMATE OF PROJECT COSTS
FOR THE CITY OF TWENTYNINE PALMS AND THE SAN BERNARDINO COUNTY
PREVENTATIVE PAVEMENT CHIP SEAL AND LEVELING COURSE PROJECT
IN THE TWENTYNINE PALMS AREA

DESCRIPTION	PROJECT COST	SAN BERNARDINO COUNTY SHARE	CITY OF TWENTYNINE PALMS SHARE
SURVEY, CEQA COMPLIANCE, CONSTRUCTION, INSPECTION, MATERIAL TESTING AND COUNTY OVERHEAD	\$2,707,000	\$2,563,000	\$144,000
TOTAL	\$2,707,000	\$2,563,000	\$144,000