

**COOPERATIVE AGREEMENT NO. 23-1002847**

**BY AND BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**SAN BERNARDINO COUNTY**

**FOR**

**CUCAMONGA CANYON FOREST MANAGEMENT PLAN PUBLIC OUTREACH**

**THIS COOPERATIVE AGREEMENT** ("Contract") is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), San Bernardino Associated Governments, known as San Bernardino Council of Governments ("SBCOG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and the San Bernardino County ("COUNTY"), whose address is 385 N. Arrowhead Avenue, 5th Floor, San Bernardino, California 92415-0120. SBCTA, SBCOG and COUNTY are each a "Party" and are collectively referred to as the "Parties."

**RECITALS:**

**WHEREAS**, SBCTA and SBCOG propose to engage Costin Public Outreach Group ("CONSULTANT") to prepare and implement a public outreach plan for the Cucamonga Canyon Management Plan in accordance with the terms of this Contract, including Attachment A; and

**WHEREAS**, proposed work is described in Attachment A and is defined as the "PROJECT"; and

**WHEREAS**, the Parties wish to enter into this Contract to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and

**NOW, THEREFORE**, the Parties agree as follows:

**I. SBCTA AND SBCOG RESPONSIBILITIES:**

- A. SBCTA shall, in accordance with its procurement policy and applicable law, engage CONSULTANT, pursuant to their existing contract, to prepare and implement the PROJECT.
- B. SBCOG shall designate a Project Manager to represent SBCOG, through whom all communications between the Parties shall be channeled.
- C. SBCOG shall provide the COUNTY with a proposed project schedule, prepared by CONSULTANT, to complete the PROJECT.
- D. SBCOG shall include COUNTY in Project Development Team (PDT) meetings and related communications on PROJECT progress, and shall further provide COUNTY with copies of PDT meeting minutes and action items.
- E. SBCOG shall make all PROJECT work performed by CONSULTANT available for review and comment by the COUNTY.
- F. SBCOG shall invoice COUNTY, on a quarterly basis, for funds sufficient to cover the costs for the invoices submitted by CONSULTANT for the specific payment period (copies of which shall be provided to COUNTY), up to a total of Two Thousand, Nine Hundred Fifty-Nine Dollars and Ninety Cents (\$2,959.90).

## **II. COUNTY RESPONSIBILITIES:**

- A. COUNTY shall designate a responsible staff member to be COUNTY's representative attending the PDT meetings, receive day-to-day communications, and review PROJECT documents. The responsible staff member will provide COUNTY's comments and any requested information or documents to SBCOG.
- B. COUNTY shall be responsible for payment of a total amount not to exceed Two Thousand Nine Hundred Fifty-Nine Dollars and Ninety Cents (\$2,959.90) for COUNTY's portion of the PROJECT, and shall pay SBCOG's invoices within sixty days of receipt.

## **III. MUTUAL RESPONSIBILITIES:**

- A. CONSULTANT's Scope of Work for the PROJECT is set forth in Attachment A, attached hereto.
- B. SBCTA and SBCOG shall be responsible for coordinating CONSULTANT's completion of PROJECT. Estimated costs to complete the PROJECT are shown in Attachment B, attached hereto.
- C. Neither COUNTY, nor its officers, directors, employees or agents, are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA or SBCOG under or in connection with any work, authority or jurisdiction delegated to SBCTA and/or SBCOG under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA and SBCOG shall fully defend, indemnify and save harmless COUNTY, its officers, directors, employees and agents, from all claims, suits or actions of every name, kind and description, brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCTA or SBCOG under or in connection with any work, authority or jurisdiction delegated to SBCTA or SBCOG under this Contract. This provision shall survive termination of this contract.
- D. Neither SBCTA, SBCOG, nor their officers, directors, employees or agents, are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless SBCTA, SBCOG, and their officers, directors, employees and agents, from all claims, suits or actions of every name, kind and description, brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Contract. This provision shall survive termination of this contract.
- E. The term of the Contract shall continue in full force and effect through June 30, 2023, except as otherwise expressly provided herein.
- F. COUNTY is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.
- G. SBCTA and SBCOG are insured for Commercial General Liability, Professional Liability, Auto Liability and Workers Compensation in amounts believed to be adequate to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.
- H. The Parties hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that, by so executing this Contract, the Parties hereto are formally bound to this Contract.
- I. Except on subjects preempted by Federal law, this Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, COUNTY and federal laws and ordinances with respect to the performance under this Contract.
- J. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the PROJECT, including but not limited to, the costs associated with the PROJECT. The Parties shall make such

books, records, etc., available at their respective offices, at reasonable times, during the Contract term and for three years from the date of PROJECT completion. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.

- K. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Contract shall not be affected but shall remain in full force and effect.
- L. This Contract can be amended with a written amendment when agreed upon and duly authorized to be executed by all Parties.
- M. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees.
- N. This Contract may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below or by electronic mail at the email address stated below.
- P. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made or by private courier, including overnight delivery services; (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested); or (c) if given by electronic mail during regular business hours (i.e., 8:00 am to 5:00 pm, Monday through Friday, excluding holidays), on the date of delivery, and if outside of regular business hours, then on the next business day. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

To COUNTY	To SBCTA/SBCOG
825 E. 3 <sup>rd</sup> Street	1170 W. 3rd Street, 2 <sup>nd</sup> Floor
San Bernardino, CA 92410-1715	San Bernardino, CA 92410-1715
Attn: Brendon Biggs	Attn: Monique Reza-Arellano
(909)387-7906	Cc: Procurement Manager
Email: bbiggs@dpw.sbcounty.gov	Phone: (909) 884-8276
	Email: mreza-arellano@gosbcta.com

- Q. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- R. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.
- S. The date that this Contract is executed by SBCTA and SBCOG shall be the Effective Date of the Contract.

----- SIGNATURES ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year written below.

**SAN BERNARDINO COUNTY**

By:

\_\_\_\_\_  
Curt Hagman  
Chair, Board of Supervisors

Date:

\_\_\_\_\_

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By:

\_\_\_\_\_  
Art Bishop  
President

Date:

\_\_\_\_\_

**SAN BERNARDINO ASSOCIATED  
GOVERNMENTS**

By:

\_\_\_\_\_  
Art Bishop  
President

Date:

\_\_\_\_\_

**APPROVED AS TO FORM FOR  
SAN BERNARDINO COUNTY**

By:

\_\_\_\_\_  
Aaron Gest  
Deputy County Counsel

Date:

\_\_\_\_\_

**APPROVED AS TO FORM FOR SAN  
BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY AND  
SAN BERNARDINO ASSOCIATED  
GOVERNMENTS**

By:

\_\_\_\_\_  
Julianna K. Tillquist  
General Counsel

**ATTACHMENT A**  
**PROJECT DESCRIPTION**

CONSULTANT to conduct all outreach for the virtual public hearing for PROJECT, including strategy and reporting, development of project collaterals including direct mailer and PPT presentation, social media outreach, stakeholder outreach, and media relations. Full scope attached.

**ATTACHMENT B  
PROJECT COST ESTIMATE**

Agencies	Cucamonga Canyon
<b>SBCOG</b>	\$2,959.90
<b>County</b>	\$2,959.90
<b>RC Fire</b>	\$23,620.20
<b>Total Public Outreach Cost</b>	<b>\$29,540.00</b>

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### SBCOG Cucamonga Canyon Task Order Estimate - Virtual Public Meeting

Costin Public Outreach Group, Inc. will conduct all outreach for the virtual public meeting for the SBCOG Cucamonga Canyon project including strategy and reporting, development of project collaterals including direct mailer and PPT for presentation, social media outreach, stakeholder outreach, and media relations.

	Project Manager	Community Liaisons	Community Liaisons	Support
<b>Rates</b>	<b>\$150</b>	<b>\$135</b>	<b>\$120</b>	<b>\$90</b>
<b>Strategy and reporting:</b> Develop public hearing (meeting) Plan, Team meetings and coordination (SBCOG, USFS, 2nd District SB County, City of Rancho Cucamonga/Cucamonga Fire District, Flood Control SB County, Cucamonga Valley Water District), Outreach summary report for public meeting reporting, Virtual hearing rehearsals	4	20	24	12
<b>Collaterals:</b> Copywriting and design coordination: Fact sheet/FAQ, PPT, Postcard Mailer	4	8	12	12
<b>Digital/Social, Website:</b> Copywriting and execution: goSBCTA.com website updates, Eblast template/eblasts, social media engagement/ geotargeting	4	8	12	12
<b>Stakeholder Outreach/Media:</b> Zoom set up and meeting facilitation; database creation, response to stakeholders via hotline/email; coordinate with the local cities, elected offices, chambers, etc.; Media outreach (alert and coordination with media consultant)	4	24	24	24
	16	60	72	60
TOTAL per staff	\$ 2,400.00	\$ 8,100.00	\$ 8,640.00	\$ 5,400.00
TOTAL COST per staff	\$ 24,540.00			
ODCs*	\$ 5,000.00			
TOTAL	\$ 29,540.00			

\*ODCs is estimate only, ODCs will be paid by actuals based on documentation.



**ATTACHMENT B**  
**PROJECT COST ESTIMATE**

Agencies	Cucamonga Canyon
<b>SBCOG</b>	\$2,959.90
<b>County</b>	\$2,959.90
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