



Contract Number

SAP Number

Public Works

Department Contract Representative	Sundaramoorthy (Sri) Srirajan, P.E., Chief
Telephone Number	(909) 387-8166
Project	Tennessee Street Pavement Resurfacing Project
Contractor	City of Yucaipa
Contractor Representative	Fermin Preciado, P.E.
Telephone Number	(909) 797-2489 Ext.240
Contract Term	10/01/20-10/31/22
Original Contract Amount	\$11,000.00
Amendment Amount	
Total Contract Amount	\$11,000.00
Cost Center	650002000

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, the County of San Bernardino (COUNTY) desires to conduct pavement preventative maintenance asphalt concrete overlay on certain COUNTY-maintained roads in the Yucaipa area; and

WHEREAS, the COUNTY and City of Yucaipa (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 to apply an maintenance asphalt concrete overlay on an existing shared jurisdiction road, Tennessee Street, from 0.02 miles west of Marbeth Road eastward 0.14 miles, (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT is a maintenance project and all work will be performed by the COUNTY 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 PROJECT ; and

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY Senate Bill 1 Road Maintenance and Road Rehabilitation account funds and CITY's share of PROJECT costs will be financed through its local funds; and

WHEREAS, the total estimated cost for the PROJECT is \$22,000.

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$11,000 (50% of PROJECT) and the CITY's share of PROJECT cost is estimated at \$11,000 (50% of PROJECT), with the project cost estimate set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference; 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 PROJECT.

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 Develop this cooperative agreement with the CITY, review said streets 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 in the amount of \$11,000 after the PROJECT is completed and accepted by the CITY.
- 1.5 Accept a lump sum payment of \$11,000 from the CITY to pay for the CITY's share of the PROJECT costs associated with the performance of work described in this Section.

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 \$11,000 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 1.3 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 \$11,000. 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 County of San Bernardino, 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 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.
- 3.16 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 October 31, 2022 (whichever occurs first).
- 3.17 The Recitals are incorporated into the body of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

COUNTY OF SAN BERNARDINO




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 County of San Bernardino

By _____
Deputy

(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



Suzanne Bryant, County Counsel

Date _____

Reviewed for Contract Compliance



Andy Silao, P.E.

Date _____

Reviewed/Approved by Department



Brendon Biggs, Interim Director

Date _____

EXHIBIT A
ESTIMATE OF PROJECT COSTS
FOR COUNTY OF SAN BERNARDINO/ CITY OF YUCAIPA
TENNESSEE STREET MAINTENANCE ASPHALT CONCRETE OVERLAY PROJECT
FROM .02 MILES WEST OF MARBETH ROAD EASTWARD .14 MILES
IN THE YUCAIPA AREA

DESCRIPTION	PROJECT COST	COUNTY OF SAN BERNARDINO SHARE	CITY OF YUCAIPA SHARE
MAINTENANCE ASPHALT CONCRETE OVERLAY	\$22,000	\$11,000	\$11,000
TOTAL	\$22,000	\$11,000	\$11,000