

COOPERATIVE AGREEMENT NO. 21-1002476
BY AND BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
COUNTY OF SAN BERNARDINO
FOR
SAN GABRIEL MOUNTAINS RECREATION OPPORTUNITIES PROJECT

THIS COOPERATIVE AGREEMENT ("Contract") is made and entered into by and between the 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 County of San Bernardino ("COUNTY"), whose address is 825 E Third Street, San Bernardino, California 92415-0120. SBCOG and COUNTY are each a "Party" and are collectively referred to as the "Parties."

RECITALS:

WHEREAS, SBCOG proposes to contract with Costin Public Outreach Group ("CONSULTANT") to prepare and implement a public outreach plan for the Cucamonga Canyon Management Plan and the Lytle Creek Management Plan; 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. SBCOG RESPONSIBILITIES:

- A. Designate a Project Manager to represent SBCOG through whom all communications between the Parties shall be channeled.
- B. Provide COUNTY with a CONSULTANT's proposed schedule to complete the PROJECT.
- C. Include COUNTY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as provide COUNTY with copies of PDT meeting minutes and action items.
- D. Make all PROJECT work performed by CONSULTANT available for review and comment by COUNTY.
- E. Invoice COUNTY on a quarterly basis for funds sufficient to cover the costs for the specific payment period.

II. COUNTY RESPONSIBILITIES:

- A. Designate a responsible staff member who will be COUNTY'S representative attending the PDT meetings, receive day-to-day communication and review the PROJECT documents. The responsible staff member will provide COUNTY comments and any requested information or documents to

SBCOG.

- B. To be responsible for payment to SBCOG of a total amount not to exceed twelve thousand four hundred fifty-seven dollars (\$12,457) for COUNTY'S portion of the PROJECT, and to pay SBCOG's invoices within sixty days of receipt.

III. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment A, which is attached to this Contract and by this reference is incorporated herein.
- B. COUNTY agrees SBCOG is responsible for coordinating completion of PROJECT by CONSULTANT. Estimated costs to complete the PROJECT are included as Attachment B to this Contract.
- 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 SBCOG under or in connection with any work, authority or jurisdiction delegated to SBCOG under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, 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 SBCOG under or in connection with any work, authority or jurisdiction delegated to SBCOG under this Contract. This provision shall survive termination of this contract.
- D. Neither SBCOG, 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 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 SBCOG, its officers, directors, employees and agents from all claims, suits or actions of every 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 completion and closeout of the PROJECT or on June 30, 2021, whichever is earlier in time.
- 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. The signatories 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.
- H. 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, and federal laws and ordinances with respect to the performance under this Contract.
- I. 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, papers, etc., available at their respective offices at reasonable times during the Contract term and for three years from the date of PROJECT completion, whichever is later in time. The Parties agree that all duly authorized representatives shall have access to the documents during

normal business hours.

- J. 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.
- K. This Contract can be amended with a written amendment when agreed upon and duly executed by both Parties.
- L. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees.
- M. This Contract may be signed in counterparts, each of which shall constitute an original.
- N. 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.
- O. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made or delivered by or private courier including overnight delivery services; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), or (c) if by fax or email, upon actual delivery if made during regular business hours, or, if not, 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 SBCOG
825 E Third Street	1170 W. 3rd Street, 2 nd Floor
San Bernardino, CA 92415-0120	San Bernardino, CA 92410-1715
Attn: Brendon Biggs	Attn: Monique Reza-Arellano
Email:	Email:
	Cc: Procurement Manager
	Email:
Phone: (909) 387-7906	Phone: (909) 884-8276

- P. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- Q. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.
- R. The date that this Contract is executed by 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.

County of San Bernardino

SBCOG

By:

Chair, Board of Supervisors

By:

Raymond Wolfe
Executive Director

Date:

Date:

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

APPROVED AS TO FORM FOR SBCOG

By:

By:

Julianna K. Tillquist
General Counsel

Date:

Date:

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.

ATTACHMENT B
PROJECT COST ESTIMATE

Remaining budgets under contract 15-1001282 with the County of San Bernardino and under contract 15-1001283 with the Rancho Cucamonga Fire Protection District will be utilized for the completion of scope of work. COUNTY budget will be applied to both Cucamonga Canyon and Lytle Creek as follows under this contract, 21-1002476:

Agencies	Cucamonga Canyon	Lytle Creek	Total
SBCOG	\$ 2,702.00	\$ 17,226.00	\$ 19,928.00
County	\$ 2,703.00	\$ 9,754.00	\$ 12,457.00
RC Fire	\$ 21,575.00		\$ 21,575.00
Total Public Outreach Cost	\$ 26,980.00	\$ 26,980.00	\$ 53,960.00