

ORIGINAL

COOPERATIVE SERVICES AGREEMENT

BETWEEN

THE COUNTY OF ORANGE AND THE CITY OF STANTON

This AGREEMENT, made and entered into by and between the City of Stanton, a municipal corporation located within the County of Orange, State of California, hereinafter referred to as "AGENCY", and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY". AGENCY and COUNTY shall sometimes be referred to individually as "PARTY" or collectively as "PARTIES".

RECITALS

WHEREAS, pursuant to California Government Code section 54981, the legislative body of any local agency may contract with any other local agency for the performance by the latter of municipal services or functions within the territory of the former, and

WHEREAS, such services or functions may include performance of public projects in accordance with California Public Contract Code section 22032(a), which provides that public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

WHEREAS, the PARTIES mutually desire to serve the citizens of Orange County by providing a safe environment and enhanced quality of life through improvements to, and maintenance of, public infrastructure; and

WHEREAS, AGENCY wishes to contract with COUNTY for the performance of various municipal services or functions as more specifically described in Attachment "A" herein referred to as "SERVICES"; and



WHEREAS, COUNTY is willing to provide these SERVICES to AGENCY in accordance with the terms, conditions and provisions of this AGREEMENT;

NOW, THEREFORE, AGENCY and COUNTY mutually agree as follows:

GENERAL PROVISIONS

SECTION I – PURPOSE AND DEFINITIONS

A. PURPOSE:

The PARTIES are entering into this AGREEMENT pursuant to authority granted by California Government Code § 54981 to establish the terms, conditions and provisions upon which AGENCY may request COUNTY to perform SERVICES on the AGENCY's behalf, including but not limited to performance of public projects in accordance with California Public Contract Code § 22032(a). The COUNTY may use either COUNTY staff or contractors as the COUNTY deems appropriate. All COUNTY staff and contractors utilized to perform SERVICES will work under COUNTY's direction and supervision.

B. DEFINITIONS

1. "AGENCY" shall mean the City of Stanton, a municipal corporation.
2. "AGENCY MANAGER" shall mean the AGENCY's Public Works Director/City Engineer, or authorized designee.
3. "AGREEMENT CAPACITY" shall mean the maximum aggregate dollar value of all SERVICES that may be provided by COUNTY to AGENCY under this AGREEMENT.
4. "BILLING SCHEDULE" is the component of a WORK ORDER that describes the time and manner in which AGENCY shall pay COUNTY for SERVICES provided under that WORK ORDER.



5. "COUNTY" shall mean the County of Orange, a political subdivision of the State of California.
6. "COUNTY RESOURCES" shall mean the COUNTY personnel or contractors that may be used to provide AGENCY with SERVICES under this AGREEMENT. The COUNTY may utilize any combination of COUNTY staff or contractors as the COUNTY deems appropriate to provide the requested SERVICES.
7. "DIRECTOR" shall mean the Director, OC Public Works, or authorized designee.
8. "EFFECTIVE DATE" shall be the date that both PARTIES execute this AGREEMENT.
9. "EMERGENCY" for the limited purposes of this AGREEMENT, shall mean the following: (a) when the COUNTY's Chief Executive Officer determines that there is an immediate danger to life, safety and property of contracting AGENCY, its citizens, or the citizens of the COUNTY requiring the performance of EMERGENCY WORK; and/or (b) when the AGENCY's legislative body or authorized officer declares an emergency pursuant to the applicable provisions of the Government Code; and/or (c) when the COUNTY's Board of Supervisors or authorized COUNTY officer declares an emergency pursuant to Government Code section 8630, et seq.; and/or (d) when the State or Federal Government, or both, declare an emergency for the geographic area encompassing all or part of the AGENCY's jurisdiction.
10. "EMERGENCY WORK" is work or services that the AGENCY may require that occurs due to an EMERGENCY and exceeds the dollar value limits for ONE-TIME SERVICES.



11. A "JOB ORDER CONTRACT" is a COUNTY contract for the provision of repair, remodeling, or other repetitive work done according to unit prices pursuant to Public Contract Code section 20128.5.
12. "ONE-TIME SERVICES" are SERVICES provided by COUNTY under this AGREEMENT may be utilized for a specific project, including new construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any AGENCY-owned, leased, or operated facility, and the painting or repainting of any AGENCY-owned, leased, or operated facility. ONE-TIME SERVICES do not include work that is properly classified as RECURRING SERVICES.
13. "PARTY" or "PARTIES" shall mean either or collectively the AGENCY or COUNTY.
14. A "QUALIFIED VENDOR LIST" is a COUNTY-maintained list of potential contractors who may provide either services architecture or engineering services that was assembled by the COUNTY through the Request for Qualification process.
15. "RATE SHEET" shall mean the rate sheet for all SERVICES that COUNTY may provide under this AGREEMENT, prepared by the COUNTY upon execution of this AGREEMENT. The RATE SHEET, along with a brief description of the types of work that may be performed under this AGREEMENT, shall constitute Attachment "A" to this AGREEMENT.
16. "RECURRING SERVICES" are SERVICES that are performed on a routine, repetitive basis within a given time period.
17. "SCOPE OF WORK" is a detailed description of the SERVICES and the manner in which they will be provided.



18. "SERVICES" shall mean the routine, recurring services, or one-time projects, provided to AGENCY by COUNTY under the terms of this AGREEMENT, and shall more explicitly be defined in Attachment "A" hereto.
19. A "STOP WORK ORDER NOTICE" shall mean a written notice by the COUNTY to the AGENCY, immediately stopping or cancelling all or any part of a WORK ORDER.
20. "URGENT WORK" is unforeseen work that AGENCY may periodically require to be performed on an urgent, but is not an EMERGENCY, basis, which may exceed the dollar value limits applicable to ONE-TIME SERVICES. This URGENT WORK may include either provision of services, or the performance of repair work.
21. A "WORK ORDER" shall be a document created collaboratively by the AGENCY and COUNTY for the purpose of describing and ordering the time, manner and duration in which the COUNTY provides AGENCY with SERVICES under this AGREEMENT. A WORK ORDER shall consist of a SCOPE OF WORK, Estimated Timeline for performance of the SERVICES, Cost Estimate for performing the SERVICES, and BILLING SCHEDULE describing the time and manner in which AGENCY shall pay COUNTY for SERVICES provided thereunder. Once approved by the AGENCY MANAGER, a WORK ORDER shall incorporated into this AGREEMENT as an Exhibit to Attachment A.

SECTION II – ADMINISTRATION OF AGREEMENT

A. PARTIES' REPRESENTATIVES: AGENCY MANAGER shall be AGENCY's representative in all matters pertaining to this AGREEMENT and will act as liaison between AGENCY and COUNTY and coordinate the activities of AGENCY staff assigned to work with COUNTY staff to implement the terms of this AGREEMENT.



COUNTY'S DIRECTOR shall be authorized to act as COUNTY's representative in all matters pertaining to this AGREEMENT, and shall act as liaison between AGENCY and COUNTY and coordinate the activities of COUNTY staff assigned to work with AGENCY staff to implement the terms of this AGREEMENT.

B. PROVISION OF SERVICES:

The PARTIES agree that:

1. AGENCY may request COUNTY to provide SERVICES of the types described in Section III at any time; and

2. Subject to the availability of COUNTY RESOURCES and the limitations of Paragraph 4 herein below, COUNTY may provide SERVICES when requested by AGENCY; and

3. All COUNTY RESOURCES utilized to perform SERVICES will work under COUNTY's direction and supervision; and

4. If COUNTY RESOURCES are unavailable for whatever reason as determined by the DIRECTOR, or the DIRECTOR determines that provision of the SERVICES requested by AGENCY would not be in the COUNTY's best interest or would impair the COUNTY's ability to provide government services of any type in areas outside the AGENCY's jurisdiction, COUNTY may decline to provide the requested SERVICES at no penalty to the COUNTY.

5. If COUNTY agrees to provide SERVICES requested by AGENCY, COUNTY, in collaboration with AGENCY, will prepare a WORK ORDER for approval of AGENCY MANAGER. Upon approval by AGENCY MANAGER, an approved WORK ORDER shall become part of the AGREEMENT between the PARTIES as described in Section VII(C) herein; provided, however, WORK ORDERS may not materially change the terms this AGREEMENT or



any Attachments, but rather may only specify the times, manner and total cost particular SERVICES to be provided under this AGREEMENT.

Upon obtaining AGENCY's approval of a WORK ORDER, COUNTY will perform or cause to be performed the requested SERVICES and shall invoice the AGENCY in the manner described in Section III.

6. The COUNTY may, at any time, by written STOP WORK ORDER NOTICE to the AGENCY, immediately stop or cancel all or any part of a WORK ORDER, for a period of 90 days after the STOP WORK ORDER NOTICE is delivered to the AGENCY and for any further period to which the Parties may agree. Within a period of 90 days after a STOP WORK ORDER NOTICE is delivered to the AGENCY, or within any period to which the Parties shall have agreed, the COUNTY shall either:

- a. Cancel the STOP WORK ORDER NOTICE; or
- b. Cancel the WORK ORDER immediately in whole or in part in writing as soon as feasible.

C. **AGREEMENT CAPACITY:** The AGREEMENT CAPACITY shall be \$300,000.00. If the PARTIES agree to execute an Extension pursuant to Section VII(A) below, the PARTIES may further agree to increase the AGREEMENT CAPACITY by an amount not to exceed 15% of the original AGREEMENT CAPACITY.

SECTION III - SERVICES

A. **WARRANTIES BY AGENCY:** Agency warranties, promises and agrees as follows:

1. The SERVICES ordered by AGENCY and provided under this AGREEMENT do not violate the force account limits applicable to AGENCY.



2. The AGENCY will not order any SERVICES that would violate any statutory or contractual obligation of AGENCY.

B. DEFINITION OF SERVICES: The COUNTY may provide the following types of SERVICES to the AGENCY in the following manner:

1. RECURRING SERVICES: AGENCY may request, and COUNTY may provide, RECURRING SERVICES of the following types:

- a. Maintenance work as described in Public Contract Code section 22002(d)
- b. Architect or engineering services provided by COUNTY on-call contractors.

2. ONE-TIME SERVICES: AGENCY may request, and COUNTY may provide, ONE-TIME SERVICES.

C. LIMITS ON THE PROVISION OF SERVICES: SERVICES may be provided AGENCY in the following manner:

1. Delivery of RECURRING SERVICES: RECURRING SERVICES may be provided by COUNTY to AGENCY utilizing COUNTY personnel or contractors, except that (a) JOB ORDER CONTRACTS shall not be used to provide RECURRING SERVICES; (b) architect and engineering services can only be provided to AGENCY (i) using COUNTY contractors, and not COUNTY personnel, (ii) if such architect and engineering contractors agree in writing to provide to AGENCY all such contractual defense, indemnification and insurance provisions they are contractually obligated to provide to COUNTY, and (iii) if such architect and engineering contractors agree in writing to obtain and comply with all permits required by the applicable permitted authority; and (c) COUNTY shall not procure contracts for the sole benefit of AGENCY, but may use existing on-call contracts, provided, however, that



this limitation shall not prohibit the COUNTY from entering into a contract with a vendor on an active COUNTY QUALIFIED VENDOR LIST to provide SERVICES to AGENCY. The aggregate cost of RECURRING SERVICES provided to AGENCY may be in any amount up to the AGREEMENT CAPACITY.

2. Delivery of ONE-TIME SERVICES: ONE-TIME SERVICES may be provided by COUNTY to AGENCY utilizing COUNTY personnel or contractors, except that (a) JOB ORDER CONTRACTS shall not be used to provide ONE-TIME SERVICES; (b) architect and engineering services can only be provided to AGENCY (i) using COUNTY contractors, and not COUNTY personnel, (ii) if such architect and engineering contractors agree in writing to provide to AGENCY all such contractual defense, indemnification and insurance provisions they are contractually obligated to provide to COUNTY, and (iii) if such architect and engineering contractors agree in writing to obtain and comply with all permits required by the applicable permitted authority; (c) COUNTY shall not procure contracts for the sole benefit of AGENCY provided, however, that this limitation shall not prohibit the COUNTY from entering into a contract with a vendor on an active COUNTY QUALIFIED VENDOR LIST to provide SERVICES to AGENCY; and (d) the maximum value of ONE-TIME SERVICES for the performance of a public project, if applicable and as defined in Public Contract Code section 22002(c), shall not exceed the limits set forth in Public Contract Code section 22032(a) or \$60,000 per project, whichever is the greater. Neither COUNTY nor AGENCY shall use this AGREEMENT to engage in project splitting in violation of law, or in violation of applicable COUNTY or AGENCY policy.

D. ORDERING SERVICES: RECURRING SERVICES and ONE-TIME SERVICES may be ordered by the drafting of a WORK ORDER. The WORK ORDER, as part



of the SCOPE OF WORK, shall also memorialize the AGENCY's completion of any necessary environmental review, and shall specify which PARTY is responsible for obtaining necessary permits.

The PARTIES shall collaborate in the drafting of all WORK ORDER. No WORK ORDER shall be effective until signed by both the AGENCY MANAGER and DIRECTOR or designee. Once effective, WORK ORDERS shall amend and become part of this AGREEMENT, except that WORK ORDERS may not change the terms of the General Provisions or any Attachments. No WORK ORDER shall result in the expenditure of any funds or provision of any SERVICES that would exceed the AGREEMENT CAPACITY. No WORK ORDER shall have a period of performance that exceeds the TERM of this AGREEMENT.

E. COST OF SERVICES: Cost Estimates for SERVICES provided under this AGREEMENT shall be drafted according to the RATE SHEET prepared by COUNTY. The RATE SHEET shall be prepared and updated annually by the COUNTY, in the manner authorized by the COUNTY's Board of Supervisors, during the TERM of this AGREEMENT, and shall be made part of this AGREEMENT as Attachment "A" and incorporated herein by reference once prepared by the COUNTY and provided to AGENCY. The COUNTY may also provide SERVICES using contracts awarded by, or pursuant to the delegated authority of, the COUNTY's Board of Supervisors. In the event that the COUNTY provides SERVICES using these contracts, the cost shall be that set forth in the respective contract, plus the added rate set forth in the RATE SHEET for any COUNTY labor used in administering or procuring those contracts.



F. URGENT WORK: From time to time, AGENCY may require the COUNTY to provide URGENT WORK under this AGREEMENT.

1. URGENT WORK may only be performed when authorized by, and at the discretion and direction of, the COUNTY's Chief Executive Officer. URGENT WORK is defined as work that AGENCY demonstrates is necessary to prevent a potential threat to the life, safety, or property of the citizens of the County of Orange were such URGENT WORK not to be performed, but where such circumstances do not yet constitute an EMERGENCY as defined in this AGREEMENT.

2. URGENT WORK is limited to activities as the AGENCY and COUNTY agree are reasonably necessary to prevent an EMERGENCY (as defined in this AGREEMENT) from occurring. The scope of URGENT WORK that may be provided by any single WORK ORDER under this AGREEMENT shall only be that which is necessary to mitigate the potential threat of an EMERGENCY developing. Once the threat of an EMERGENCY developing is mitigated, any further repair work necessary for complete reconstruction of AGENCY facilities or property shall be delivered as ONE-TIME SERVICES or by separate contract.

3. URGENT WORK shall be ordered by WORK ORDER.

4. URGENT WORK may be delivered using JOB ORDER CONTRACTS; provided, however, that the total amount of URGENT WORK delivered by JOB ORDER CONTRACT shall not exceed the lesser of \$250,000 or the remaining amount of the AGREEMENT CAPACITY per WORK ORDER for URGENT WORK.

5. URGENT WORK shall be billed to AGENCY in the same manner as that of SERVICES provided under this AGREEMENT.



G. EMERGENCY WORK: From time to time, the AGENCY may require the performance of "EMERGENCY WORK".

1. EMERGENCY WORK shall only be performed in the event of an Emergency.
2. EMERGENCY WORK shall be ordered by WORK ORDER.
3. EMERGENCY WORK may be performed either by COUNTY personnel or COUNTY contractors, or both, as is determined necessary by the DIRECTOR and the COUNTY's Chief Executive Officer. EMERGENCY WORK may be performed by COUNTY JOB ORDER CONTRACT Contractors under existing COUNTY JOB ORDER CONTRACT.
4. EMERGENCY WORK shall be billed to AGENCY in the same manner as that of SERVICES provided under this AGREEMENT.
5. The scope of EMERGENCY WORK that may be provided under this AGREEMENT shall only be that which is necessary to mitigate the threat of the EMERGENCY to the health, safety and welfare of the citizens of the County of Orange, COUNTY-owned infrastructure or facilities, or infrastructure or facilities owned or operated by other public entities located within the County of Orange. Once the EMERGENCY is mitigated, any further repair work necessary for complete reconstruction of AGENCY facilities or property shall be delivered as ONE-TIME SERVICES or by separate contract.
6. The value of all EMERGENCY WORK provided under this AGREEMENT shall not exceed the AGREEMENT CAPACITY.

SECTION IV- BILLING AND INVOICING

COUNTY shall submit invoice(s) to AGENCY for SERVICES provided. The invoiced amount shall reflect the agreed upon costs and fees set in the manner authorized by the



COUNTY's Board of Supervisors or as set forth in a contractor awarded by, or pursuant to authority delegated by, the COUNTY's Board of Supervisors. All amounts invoiced to AGENCY shall reasonably reflect COUNTY's actual costs for providing those SERVICES to AGENCY in accordance with applicable COUNTY Revenue Policy.

AGENCY shall pay all invoices sent by COUNTY in the manner described in the relevant WORK ORDER. AGENCY assumes all risk of loss if payments are mailed. Payment shall be deemed complete when received by the COUNTY.

Notwithstanding any other provision of this AGREEMENT, this obligation of AGENCY to pay for SERVICES performed by the COUNTY shall remain in effect until such time as COUNTY has received all payment for the SERVICES it has performed.

SECTION V - DEFENSE AND INDEMNIFICATION

COUNTY agrees to indemnify, defend with counsel approved in writing by AGENCY, protect and hold harmless the AGENCY, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the AGENCY, its officers, elected or appointed officials, employees and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of COUNTY's grossly negligent or willful wrongful acts in performing under the terms of this AGREEMENT. COUNTY shall defend, at its expense, including attorney fees, AGENCY, its officers, agents, employees, independent contractors and volunteers in any legal action or claim of any kind based upon such alleged acts or omissions. The COUNTY shall not be liable in any way or indemnify the



AGENCY, its officers, elected or appointed officials, employees and volunteers for AGENCY'S negligence or the negligence of AGENCY's officers, officials, employees or volunteers.

AGENCY agrees to indemnify, defend with counsel approved in writing by COUNTY, protect and hold harmless the COUNTY, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense cost or expenses, or liability of any kind or nature which the COUNTY, its officers, elected or appointed officials, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of the AGENCY's negligent or wrongful acts in performing under the terms of this AGREEMENT. The AGENCY shall not be liable in any way or indemnify the COUNTY, its officers, elected or appointed officials, employees and volunteers for COUNTY's gross and willful negligence, or the gross and willful negligence of COUNTY's officers, elected or appointed officials, employees or volunteers. If judgment is entered against AGENCY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of AGENCY or COUNTY, AGENCY and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

Without limiting the foregoing, AGENCY indemnification also extends to COUNTY employees or agents serving as inspectors in the AGENCY whose duties include recurring inspection to identify maintenance and repair needs. The failure to identify a hazard not currently involved in maintenance or repair which results in claim shall not transfer responsibility for the hazard to the COUNTY. COUNTY responsibility includes maintenance and repair work in progress by COUNTY employees or contract work under COUNTY administration.



Each PARTY agrees to fully cooperate with the other and assist the other PARTY hereto in all matters relating to losses covered by the terms of this AGREEMENT, and more specifically but not being limited thereby, each PARTY will:

1. Give prompt notification of all occurrences covered or likely to be covered by Section V of this AGREEMENT;

2. If claim is made, or suit is brought against a PARTY on occurrences covered or likely to be covered by the terms hereof, such PARTY shall immediately forward every claim, demand, notice, summons or other process received by it to the other PARTY.

Either PARTY may, at its own expense, participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other PARTY, and where that other PARTY has consented to that participation.

SECTION VI – DISPUTE RESOLUTION

In the event that either PARTY contends that the other PARTY has failed to perform any of its obligations under this AGREEMENT, that PARTY shall, within ten (10) business days of becoming aware of the facts constituting that dispute, provide notice of the dispute to the other PARTY in the manner set forth in this AGREEMENT. Thereafter, the DIRECTOR and AGENCY MANAGER shall meet and confer in good faith to resolve any such dispute.

In no event shall either PARTY initiate any action in equity or at law prior to engaging in the meet and confer process described in this Section.



SECTION VII - MISCELLANEOUS PROVISIONS

A. TERM: The term of this AGREEMENT shall commence upon its EFFECTIVE DATE and shall remain in effect for three (3) years; until the AGREEMENT CAPACITY has been expended; or otherwise terminated by either PARTY. The PARTIES may mutually elect to extend this AGREEMENT by executing a one-year written extension ("Extension").

B. TERMINATION: Either PARTY may at any time, for any reason, and with or without cause, terminate this AGREEMENT by serving upon the non-terminating PARTY, in the manner set forth in Section VII(D) herein, a written Notice of Termination at least thirty (30) days prior to the date of termination. The terminating PARTY shall not be obligated to provide any reason for exercising its right to terminate this AGREEMENT. If COUNTY initiates a Notice of Termination, that Notice shall include an invoice for all SERVICES that have not yet been invoiced to AGENCY. If AGENCY initiates a Notice of Termination, upon receipt of said Notice, County shall prepare and serve on AGENCY a final invoice for all SERVICES performed by COUNTY that have not yet been invoiced to AGENCY. AGENCY'S obligations under this AGREEMENT shall remain in effect until the COUNTY has received all payments for SERVICES previously performed.

C. ENTIRE AGREEMENT AND CONSTRUCTION: This AGREEMENT, any Attachments and any WORK ORDER issued under the provisions herein, constitutes the entire agreement between the PARTIES with respect to the matters provided for herein.

D. NOTICE: All notices or other communication provided for herein shall be in writing and shall be personally served or delivered by United States mail, registered or certified return receipt requested, postage prepaid, addressed as follows:



AGENCY:

Allan Rigg, Public Works Director/City Engineer
7800 Katella Avenue, Stanton, CA 90680
(714) 890-4203
ARigg@ci.stanton.ca.us

COUNTY:

Lori Hanson, City Contracts Manager
2301 N. Glassell Street, Orange, CA 92865
(714) 955-0231
Lori.Hanson@ocpw.ocgov.com

Any PARTY may, by notice to the others, designate a different address for notices that shall be substituted for that specified above. Any notice given as provided in this subparagraph shall be deemed to have been received, if personally served, as of the date and time of service, or if deposited in the mail as provided above, forty-eight (48) hours after deposit in the mail.

E. NON-ASSIGNMENT: This AGREEMENT shall not be assigned except by written amendment to this AGREEMENT.

F. EXECUTION IN COUNTERPARTS: This AGREEMENT may be executed in counterparts, each of which when executed and delivered shall be considered an original, and when taken together shall constitute a single document.

G. ATTORNEY'S FEES: In any action or proceeding brought to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees and costs.

H. AMENDMENTS: No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto, and no oral understanding or AGREEMENT not incorporated herein shall be binding on any of the PARTIES hereto.

I. COMPLIANCE WITH APPLICABLE LAW: Each PARTY and their respective contractors shall at all times and in all respects comply with all applicable federal, state and local



laws, ordinances, regulations, and permits with respect to their performance of this AGREEMENT.

J. INTERPRETATION: This AGREEMENT shall be construed and enforced in accordance with California law. The PARTIES acknowledge that the PARTIES and their counsel have both reviewed and revised this AGREEMENT, that it is the product of the PARTIES' mutual drafting efforts, and that therefore the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT or any exhibits or amendments hereto.

K. CALENDAR DAYS: Any reference to the word "day" or "days" shall mean calendar day or calendar days respectively, unless otherwise expressly provided.

L. FORCE MAJEURE: COUNTY shall not be assessed with damages or penalties for unsatisfactory performance during any delay in the performance of any work under this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided COUNTY gives written notice of the cause of the delay to the AGENCY within 24 hours of the start for the delay.

M. SEVERABILITY: If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

N. AUTHORITY: The PARTIES represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.



ORIGINAL

O. PRECEDENCE: In the event there is a conflict in language between any component documents of this AGREEMENT, the conflict in language shall be resolved by treating the language of the General Provisions as controlling over the language of any Attachments and any WORK ORDERS; and the language of any Attachments as controlling over the language of any WORK ORDERS.

[SIGNATURE PAGE FOLLOWS]



ORIGINAL

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on
the dates following their respective signatures effective as of the date first above written:

COUNTY OF ORANGE ("COUNTY")

CITY OF STANTON ("AGENCY")

By: _____
Shane L. Silsby, Director
County of Orange, California

By: David J. Shawver
David J. Shawver, Mayor
CITY OF STANTON

Date: _____

Date: December 10, 2019

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Mark Sanchez
Deputy

APPROVED AS TO FORM

By: Matthew
City Attorney



**ATTACHMENT A
SCOPE OF SERVICES / RATE SHEET**

Part 1. General Provisions

A. COUNTY Shall:

1. Provide municipal services or functions within the territory of the AGENCY on an as needed basis as requested by the AGENCY.
2. Perform services indicated in this Scope of Work by COUNTY employees, COUNTY contractors (competitively bid contracts), or a combination of the two depending on available services at the time the work is requested by the AGENCY. All COUNTY resources utilized to perform services will work under the COUNTY's direction and supervision.
3. Prepare a cost estimate and work order for review/approval of AGENCY prior to work being scheduled/performed. The work order will include a scope of work, estimated timeline for performance of the services, and cost estimate for performing the services.
4. Prepare general and specific work schedules. General schedules shall indicate work to be accomplished by COUNTY staff and/or contractors. Services are scheduled on a biweekly basis. Urgent or emergency services will be inserted and/or plugged into the current schedule depending on availability of resources and urgency of the request.
5. Prepare a work plan/budget for routine/recurring services provided to the AGENCY and will meet with the AGENCY periodically to discuss/update the work plan/budget.
6. Perform services requested by AGENCY utilizing COUNTY resources subject to availability and the limitations of Section B. Paragraph 4 of the Agreement.

B. AGENCY Shall:

1. Designate an official or designated employee that is authorized to act as their Responsible Party in all matters pertaining to the Agreement. The Responsible Party shall authorize services, review reports and invoices, and authorize payments. In the event there is a change in Responsible Party, the AGENCY shall submit written notice with the name of the new official or designated employee. Through the Agreement, the Director or his designee, as identified within this document, shall be the COUNTY's Responsible Party.
2. Request for Service: AGENCY shall contact the assigned COUNTY representative to request services. The Responsible Party shall provide details as to the service type requested, quantities, scope, and requested completion date. The Responsible Party shall notify the assigned COUNTY representative of priority service requests to be included within the following two-week work schedule.



3. AGENCY representative shall review cost estimates, work orders, and provide approval to COUNTY via signature on work orders.
4. Serve as liaison with individual homeowners, homeowners associations, citizen groups, and others concerning performance of work and levels of service provided under this Agreement.
5. Pay COUNTY for actual costs incurred to include all costs for labor, equipment, materials, contractor services/rates, and all applicable overhead and supervisory expenses in accordance with established COUNTY prices, rates, fees and charges at the time the work is performed.

C. Service Charges:

Services available within this document consist of the following identifiable types of cost:

1. Approved Work Plan Costs consist of an identifiable price for a specific maintenance or repair activity priced with a defined work unit. The price includes manpower and equipment only, materials will be billed at the actual material cost. Minimum quantities are required for some of the activities in an effort to provide the best possible pricing. Requests for less than minimum quantities specified may be charged on a time and materials basis. Work Plan costs for a specific fiscal year have been incorporated into this document and are part of the Agreement. These costs are subject to change during the term of the agreement should changes in prices occur which may include but not be limited to revised prices, rates and/or fees approved by the County's Board of Supervisors, union negotiated pay increases, equipment rate increases, or price increases by contractors.
2. Time and Materials Service Costs shall include all costs for COUNTY labor, equipment and materials, using actual number of man-hours and equipment-hours required (including travel time to and from project location), and actual contract(s) costs (using the actual cost of materials and staff time, including burden, overhead and indirect costs).

Specialty requests and additional items not listed in this document, including emergency response, shall be charged as time and materials service costs.

- D. Overtime:** For all time and materials services, overtime shall be available upon the Director's authorization and the AGENCY's approval only. From time to time, overtime may be directed by the AGENCY's official or designee to ensure field services are performed with minimal disruption to the general public. Overtime shall be calculated as 1.5 times the base hourly rate with overhead.
- E. Billing:** OC Public Works accounting shall compile an itemized invoice of monthly costs for services performed during the previous month and submit the invoice to the AGENCY. Within 30 days of receipt of the invoice, AGENCY shall pay the cost of services contained within the invoice or, within 10 days of receipt of invoice, provide COUNTY written notice of any disputed costs.



Part 2. Scope of Services and Rate Sheet

SERVICE	SCOPE/DESCRIPTION	UNIT	UNIT PRICE
Administrative Support	COUNTY will provide administrative support, which shall include but not be limited to generate work orders; schedule COUNTY crews and COUNTY contractor services to perform requested services; prepare cost estimates/cost outs; perform reconciliation of all charges for invoicing; prepare budget status reports; data input; and maintain inventories as needed.	Labor Hours	\$99.95
Maintenance Inspection/Contract Maintenance Support	COUNTY will provide maintenance inspection/contract maintenance support, which shall include but not be limited to maintenance inspection of AGENCY right of way as requested by AGENCY and inspection/oversight of COUNTY contractors providing various services and reviewing and approving completed work for invoicing.	Labor Hours	\$112.05
Supervision Support	COUNTY will provide supervision support, which shall include but not be limited to supervision of contractors and COUNTY staff in performing various services requested by the AGENCY.	Labor Hours	\$125.80
Job Order Contracting (JOC)	COUNTY will accomplish this task by utilizing COUNTY contracted JOC providers. COUNTY will provide Job Order Contracts for the provision of repair, remodeling, or other repetitive work done according to unit prices pursuant to Public Contract Code section 20128.5. Job Order Contracts shall not be used to provide recurring or one-time services.	Contractor Rates	Contractor Rates
Remove and Replace 4-Inch Sidewalk	<p>COUNTY will accomplish this task by utilizing COUNTY crews or via our contracted provider. COUNTY will evaluate the AGENCY's request and conduct an analysis of available staffing and cost analysis to complete the task utilizing the most cost effective method that meets the AGENCY's needs.</p> <p>The work includes repair of sidewalks by replacement of damaged or deteriorated sections. The job and work shall follow identified job standards, specifications, and industry requirements. Tree roots might interfere or have caused damage to sidewalk and may require restoration work. The AGENCY's ISA Certified Arborist/Landscape Inspectors shall be available at the request of the COUNTY to provide a report as to the advantages, disadvantages of tree roots shaving, pruning and/or removal. If the adjacent tree needs to be removed after all other measures have been exhausted and because most of or all of the supporting roots need to be removed, and the AGENCY agrees, then the tree</p>	<p>Square Feet</p> <p>Minimum Qty: 200 SF</p>	\$ 8.22



	removal pricing shall be used.		
Remove and Replace Curb & Gutter	<p>COUNTY will accomplish this task by utilizing COUNTY crews or via our contracted provider. COUNTY will evaluate the AGENCY's request and conduct an analysis of available staffing and cost analysis to complete the task utilizing the most cost effective method that meets the AGENCY's needs.</p> <p>The work includes repair of damaged or deteriorated concrete curb and gutter to ensure proper drainage flow including forms and concrete work. AC Slot Repair is additional costs. As directed, remove curb and gutter when sections are damaged, raised or lowered, and water flow is impaired or diverted. The job and work shall follow identified job standards, specifications, and industry requirements. Tree roots might interfere or have caused damage to curb and gutter and may require restoration work. The AGENCY's ISA Certified Arborist/Landscape Inspectors shall be available at the request of the COUNTY to provide a report as to the advantages, disadvantages of tree roots shaving, pruning and/or removal. If the adjacent tree needs to be removed after all other measures have been exhausted and because most of or all of the supporting roots need to be removed, and the AGENCY agrees, then the tree removal pricing shall be used.</p>	Linear Feet	\$ 46.00
White Striping	<p>COUNTY will accomplish this task by utilizing COUNTY crews.</p> <p>The work includes painting traffic lines to provide defined travel lanes and proper vehicle guidance. This includes painted stripes regardless of type or location and the placement of new striping as designated by the AGENCY. Striping shall occur on an as requested basis or on an agreed upon routine schedule. The job and work shall follow identified job standards, specifications, and industry requirements. Repainting of existing painting shall be done in one coat. Painting new striping shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. COUNTY utilizes water-based paint for all striping operations.</p>	<p>Linear Feet</p> <p>Minimum Qty: 15,000 LF</p>	\$ 0.28
Yellow Striping	<p>COUNTY will accomplish this task by utilizing COUNTY crews</p> <p>The work includes painting yellow traffic lines to provide defined travel lanes and proper vehicle guidance. This includes restriping of all existing yellow painted stripes regardless of type or location and the placement of new striping as requested by the AGENCY. Striping shall occur on an as requested basis or on an agreed upon routine schedule. The job and work shall follow identified job standards, specifications, and industry requirements. Repainting of existing painting shall be done in one coat. Painting new striping</p>	<p>Linear Feet</p> <p>Minimum Qty: 15,000 LF</p>	\$ 0.28



	shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. COUNTY utilizes water-based paint for all striping operations.		
Striping Layout	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the pre-marking of lane lines following construction activity or for the installation of new striping to provide a guide for striping operations as designated by the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements.	Linear Feet Minimum Qty: 2,000 LF	\$ 1.20
Stop Bars and Chevrons	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes painting stop bars on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This activity is for stop bars and chevrons only; crosswalks and standard markings are covered under separate activities. The job and work shall follow identified job standards, specifications, and industry requirements. This includes establishment of proper traffic control and painting or repainting all stop bars and chevrons on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. Repainting shall be done in one coat. New painting of stop bars and chevrons shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. All paint is water-based paint and shall be reflectorized.	Linear Feet Minimum Qty: 950 LF	\$ 1.72
White Crosswalks	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes painting or refurbishing crosswalks on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the repainting of existing crosswalks on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. The job and work will follow identified job standards, specifications, and industry requirements. This includes establishment of proper traffic control and painting or repainting all white crosswalks. Repainting shall be done in one coat. New painting of crosswalks shall be done with two coats of paint, and application shall be separated by a minimum of seven calendar days. All paint is water-based paint and shall be reflectorized.	Linear Feet Minimum Qty: 1,000 LF	\$ 1.65
Yellow Crosswalks	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes painting yellow crosswalks on the traveled portions of the highway to provide defined markings for vehicle and pedestrian control. This includes the repainting of existing crosswalks on an as requested basis or on an agreed upon routine	Linear Feet Minimum	\$ 1.65



	schedule as designated by the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements. This includes establishment of proper traffic control and painting or repainting all yellow school crosswalks. Repainting shall be done in one coat. New painting of yellow crosswalks shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. All paint is water-based paint and shall be reflectorized.	Qty: 1,000 LF	
Paint Yellow Standard Legends	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes painting yellow traffic markings on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the repainting of existing yellow standard legends on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements. All painting of Legends shall meet the size and shape of existing Legends. This includes establishment of proper traffic control and painting or repainting all yellow standard legends. Repainting of existing legends shall be in one coat. New painting of yellow standard legends shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. All paint is water-based paint and shall be reflectorized.	Each Letter Minimum Qty: 210 letters	\$ 7.70
Ladder Crosswalks	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the preparation, painting or refurbishing of ladder crosswalks on the traveled portion of the roadway to provide defined markings for vehicle and pedestrian control. This includes the repainting of existing ladder crosswalks on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements. This includes establishment of proper traffic control and painting or repainting all ladder crosswalks. Repainting shall be done in one coat. New painting of ladder crosswalks shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. All paint is water-based paint and shall be reflectorized.	Linear Feet Minimum Qty: 1,200 LF	\$ 1.38
Curb Paint	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the painting of curbs with various colors to enforce parking regulations on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. The curb surface shall be prepared by cleaning or scraping prior to applying paint. The application of appropriate curb paint shall be	Linear Feet Minimum Qty:	\$ 1.25



	done with rollers or airless paint spray equipment. The job and work will follow identified job standards, specifications, and industry requirements. All curb paint utilized is water-based paint.	1,200 LF	
Paint White Standard Legends	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes painting white traffic legends on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the repainting of existing white standard legends on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements. All painting of Legends shall meet the size and shape of existing Legends. This includes establishment of proper traffic control and painting or repainting all white standard legends. Repainting of existing legends shall be in one coat. New painting of white standard legends shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. All paint utilized is water-based paint.	Each Letter Minimum Qty: 210 letters	\$ 7.75
Remove and Replace Standard Traffic sign	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the removal and replacement of standard street signs. Removal and replacement includes the installation of a sign and proper disposal and recycling of materials. The signs shall be installed in accordance with the regular schedule of activities. The job and work shall follow identified job standards, specifications, and industry requirements.	Each Minimum Qty: 10 each	\$ 106.50
Guardrail Repair	COUNTY will accomplish this task by utilizing COUNTY crews or via our contracted providers. The work includes the temporary repair response, installation and final repair of structurally damaged guard or bridge rail sections and posts to prevent vehicle access. The job and work shall follow identified job standards, specifications, and industry requirements.	Linear Feet Minimum Qty: 20 LF	\$ 126.00
Emergency Repairs	COUNTY will accomplish this task by utilizing COUNTY crews and/or our contracted providers, to accomplish the emergency repairs as requested by the AGENCY, depending on availability of staff and/or contracted services at the time services are requested. The work includes all equipment including vehicles for inspector and responders, hand equipment and materials necessary to perform emergency repairs. The job and work shall follow identified job standards, specifications, and industry requirements. This is an on-call emergency activity that may occur during the daytime or nighttime.	Time & Materials	N/A



Extra Work	This includes a variety of work items. COUNTY will perform extra work on a time and materials basis as requested by the AGENCY. This activity includes repairs, maintenance, installation or construction as requested by the AGENCY.	Time & Materials	N/A
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