

RESOLUTION NO. R-25-16

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**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLTON TO APPROVE A COOPERATIVE AGREEMENT WITH THE CITY OF SAN BERNARDINO FOR THE IMPROVEMENTS TO HUNTS LANE FROM WASHINGTON AVENUE NORTH UP TO THE UNION PACIFIC RAILROAD OVERPASS AND JOHNSTON STREET FROM MOUNT VERNON AVENUE WEST TO BORDWELL STREET; AND TO AMEND THE FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT BUDGET TO APPROPRIATE \$131,982.71 INTO A NEW ACCOUNT.**

**WHEREAS**, the City Manager is hereby authorized and directed to execute, on behalf of the City, the Cooperative Agreement with the City of San Bernardino for grinding existing asphalt as needed, installation of asphalt concrete overlay and other necessary improvements, attached hereto as Exhibit "A" and incorporated herein; And

**WHEREAS**, the authorization to execute the above referenced Agreement is rescinded if it is not executed within ninety (90) days of the passage of this resolution; and,

**WHEREAS**, the estimated share of the City of San Bernardino for the Project (design and construction) is \$131,982.71. The City of San Bernardino shall reimburse the City of Colton for its actual share of the Project once the Project is completed and accepted by San Bernardino staff.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City Council hereby amends the Fiscal Year 2015-16 budget appropriation for the FY 15-16 Asphalt Paving Program as follows:

- a. Create a new expenditure account number 225-1609-6150-3890 and to appropriate \$131,982.71 for additional expenses in the FY-15/16 Asphalt Paving Project.

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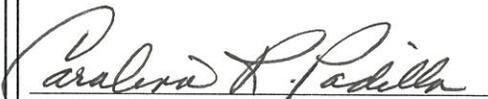
b. Increase revenue account 225-5886-000 by \$131,982.71 to include the reimbursement from the City of San Bernardino.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of April, 2016.



Richard A. DeLaRosa, Mayor

ATTEST:



Carolina R. Padilla, City Clerk

**ATTACHMENT NO. 1**

**COOPERATIVE AGREEMENT BETWEEN THE  
CITIES OF COLTON AND SAN BERNARDINO**

**COOPERATIVE AGREEMENT  
BETWEEN  
CITY OF COLTON AND CITY OF SAN BERNARDINO  
FOR STREET PAVING PROJECT**

**1. PARTIES AND DATE.**

This Cooperative and Maintenance Agreement ("Agreement") is made and entered into this 7<sup>th</sup> day of March, 2016, by and between the City of Colton, a municipal corporation organized under the laws of the State of California, with its principal address located at 650 North La Cadena Drive, Colton, California 92324 ("COLTON") and the City of San Bernardino, a municipal corporation organized under the laws of the State of California, with its principal address located at 300 North "D" Street, San Bernardino, California, 92418 ("San Bernardino"). COLTON and SAN BERNARDINO are sometimes referred to individually as "party" and collectively as "parties" herein.

**2. RECITALS.**

2.1 Hunts Lane from Washington Avenue north to the Union Pacific Railroad overpass and Johnston Street from Mt. Vernon Avenue west to Bordwell Street are currently shared equally by COLTON and SAN BERNARDINO.

2.2 COLTON and SAN BERNARDINO have jointly determined that street improvements are desired for the two aforementioned street segments.

2.3 COLTON and SAN BERNARDINO recognize the benefits to the public to improve traffic safety on these streets.

2.4 The improvements to the street segments (see Exhibit A.1 – Project Location) shall consist of grinding existing asphalt as needed, installation of asphalt concrete overlay and other necessary improvements (the "Project").

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**3. TERMS.**

**3.1 CITY OF COLTON AGREES:**

3.1.1. To be the lead agency for environmental, design/engineering and construction of the Project.

3.1.2. To prepare and obtain environmental clearance for the Project.

- 3.1.3. To obtain or cause to obtain any right of way or easements required for the Project.
- 3.1.4. To provide or cause to provide environmental, design/engineering, construction and construction engineering services to construct the Project.
- 3.1.5. To review, comment on, and reasonably approve the design plans, specifications and estimates prior to advertising for bids for the construction of the Project.
- 3.1.6. In determining project costs, to keep accurate records and accounts relating to the Project regarding contract costs, hours worked, equipment and supplies used, mileage and similar matters, which records shall be open for review by SAN BERNARDINO during regular business hours, and retained for audit for a period of three (3) years from the date of final payment.
- 3.1.7. To obtain or cause to be obtained any and all necessary permits for the Project and ensure that any and all utility facilities and appurtenances or structures that are necessary for the construction of the Project are properly removed or relocated, as necessary.
- 3.1.8. To coordinate the Project implementation with all affected parties.
- 3.1.9. To pay the total construction cost of the Project in accordance with the Project cost breakdown contained in Exhibit B, attached hereto and incorporated herein by reference. The cost of the Project shall include any extra work that may be necessary to complete the Project.

### **3.2 CITY OF SAN BERNARDINO AGREES:**

- 3.2.1. By execution of this Agreement, to grant COLTON and its contractors the right to construct the Project within SAN BERNARDINO rights-of-way. SAN BERNARDINO shall issue an encroachment permit free of charge to the contractor to whom COLTON awards the Project through competitive bid.
- 3.2.2. The estimated share of SAN BERNARDINO for the Project (design and construction) is \$131,982.71. SAN BERNARDINO shall reimburse COLTON for its actual share of the Project once the Project is completed and accepted by SAN BERNARDINO staff.

### **3.3 IT IS MUTUALLY AGREED AS FOLLOWS:**

- 3.3.1. COLTON shall coordinate with SAN BERNARDINO to ensure adequate traffic control during the construction of the Project.
- 3.3.2. Prior to the commencement of construction of the Project, COLTON shall ensure that SAN BERNARDINO officers and employees are named as additional insured persons for the liability insurance coverage for the Project.
- 3.3.3. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.

3.3.4. COLTON and SAN BERNARDINO shall each defend, indemnify and hold the other party and its officials, officers, employees, consultants, subcontractors, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers and agents arising out of or in connection with the performance of this agreement, including without limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses.

3.3.5. This Agreement may be executed in one or more counterparts. When a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

3.3.6. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.3.7. The parties declare that each party has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

3.3.8. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.4 NOTICES:** All notices required shall be sent by regular mail, postage prepaid and addressed as follows:

**CITY OF COLTON**  
Public Works Department  
160 South 10<sup>th</sup> Street  
Colton, CA 92324  
Attention: Public Works Director

**CITY OF SAN BERNARDINO**  
Public Works Department  
300 N "D" Street  
San Bernardino, CA 92418  
Attention: Public Works Director

**COOPERATIVE AGREEMENT  
BETWEEN  
CITY OF COLTON AND CITY OF SAN BERNARDINO  
FOR STREET PAVING PROJECT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the date first written above.

**CITY OF COLTON:**

**CITY OF SAN BERNARDINO:**

By: \_\_\_\_\_  
Richard DeLaRosa, Mayor  
City of Colton

By: Mark Scott  
Mark Scott, City Manager  
City of San Bernardino

Attest:

Attest:

By: \_\_\_\_\_  
City Clerk

By: Gerardo Nanna  
City Clerk

Approved as to Form:

Approved as to Form:  
Gary D. Saenz, City Attorney

By: \_\_\_\_\_  
City Attorney

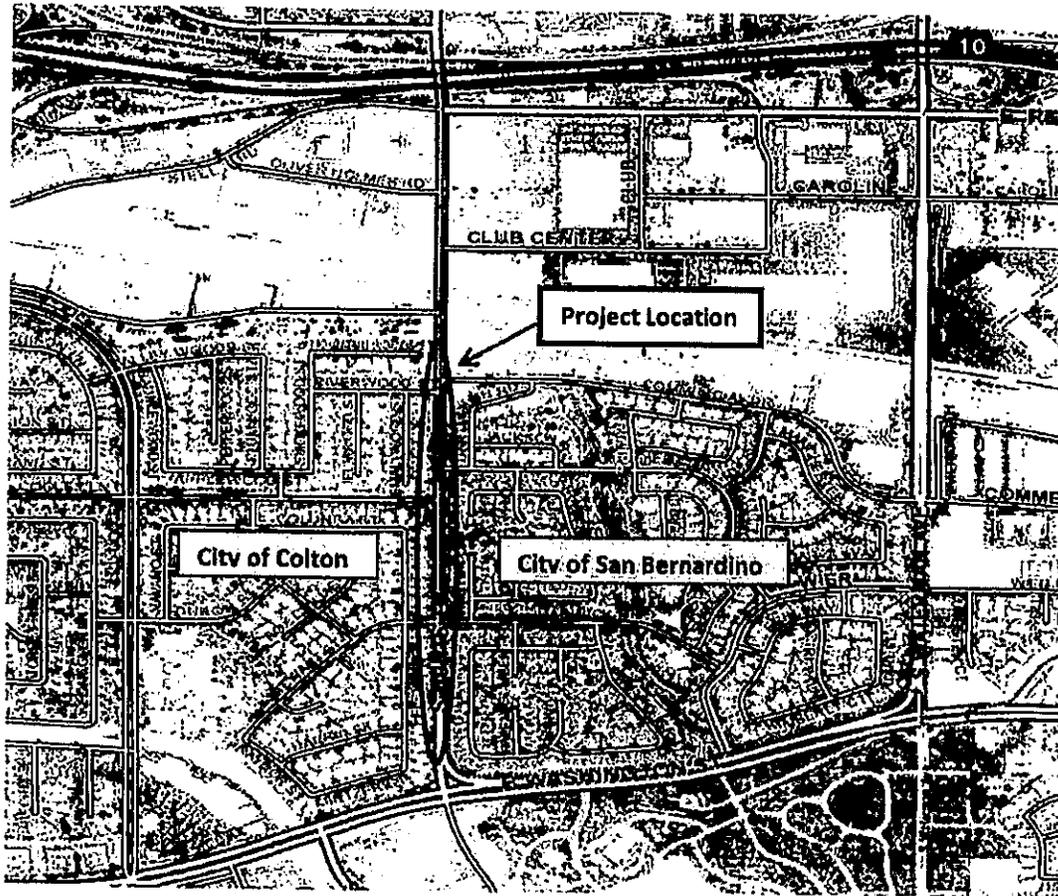
By: Glenn Crider

**EXHIBIT A**

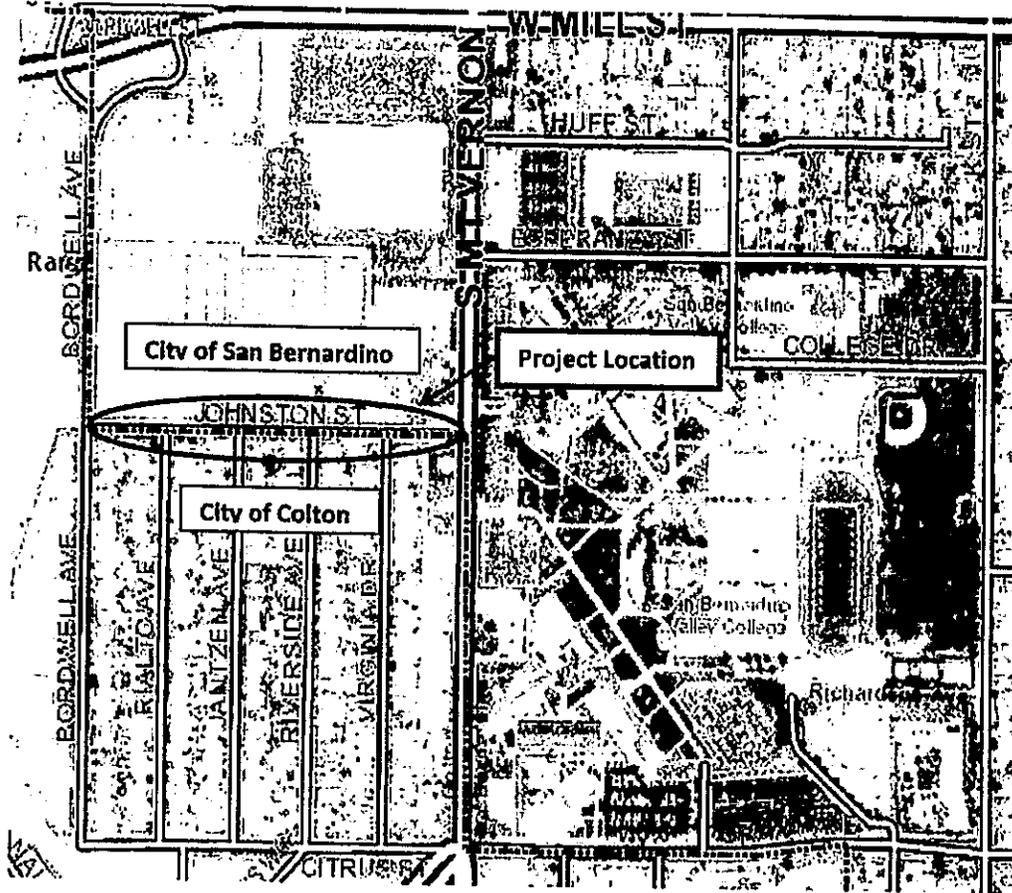
**A.1 Project Location**

**Exhibit A**

**Hunts Lane Project Location**



**Johnston Street Project Location**



**A.2 Cost Breakdown**

Item Description	Total
Hunts Lane from Washington Avenue north to the UP Railroad overpass	\$83,982.71
Johnston Street from Mt. Vernon Avenue west to Bordwell Street	\$48,000
<b>Total Cost</b>	<b>\$131,982.71</b>

1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF COLTON )

4 CERTIFICATION

5 I, **CAROLINA R. PADILLA**, City Clerk of the City of Colton, California, do hereby  
6 certify that the foregoing is a full, true and correct copy of **RESOLUTION NO. R-25-16**,  
7 duly adopted by the City Council of said City, and approved by the Mayor of said City, at its  
8 Regular Meeting of said City Council held on the **5<sup>th</sup> day of April, 2016**, and that it was  
9 adopted by the following vote, to wit:

10 AYES: COUNCILMEMBER Toro, Jorin, Navarro, González, Suchil  
11 Mayor DeLaRosa  
12 NOES: COUNCILMEMBER None  
13 ABSTAIN: COUNCILMEMBER None  
14 ABSENT: COUNCILMEMBER Bennett

15  
16 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal  
17 of the City of Colton, California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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21 \_\_\_\_\_  
22 CAROLINA R. PADILLA  
23 City Clerk  
24 City of Colton

25 (SEAL)  
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