

COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE COUNTY OF SOLANO FOR CHIP SEAL MAINTENANCE OF VARIOUS YOLO COUNTY ROADS

This Cooperative Agreement is made and entered into on the date last written below, by and between the County of Yolo, a political subdivision of the State of California (“Yolo County”), and the County of Solano, a political subdivision of the State of California (“Solano County”), and collectively as “Parties”, with reference to the following facts:

1. Solano County Operations Division staff typically perform 35-50 miles of chip sealing on Solano County roads each year as light maintenance work.
2. Yolo County owns portions of county roads (CR), approximately 10.81 miles in total length, that need light maintenance work. The relevant CRs are depicted in Exhibit A, which is attached hereto and incorporated by reference:
 - a. County Road 24 from CR 93 to approximately 2.36 miles east to CR 95;
 - b. County Road 93 from SR 16 to approximately 0.54 miles south to CR 24; and,
 - c. County Road 95 from CR 24 to approximately 7.91 miles south to CR 32.
3. Solano County is undertaking similar annual maintenance work on portions of its County Roads in close proximity to the Yolo County Roads identified in Exhibit A. The Parties wish to cooperate in a maintenance project to be performed by Solano County Operations Division staff to perform one-time light maintenance on the Yolo County road sections as part of Solano County’s annual maintenance work in that area in 2021 (“Project”). The Project is anticipated to begin in September 2021. The current estimate for the Yolo County Project is \$594,500 (\$55,000 per mile).
4. Per the Public Contract Code section 22002(d)(3), this resurfacing work is less than 1 inch thick and is considered “maintenance work.”
5. The Parties’ respective Operations Divisions wish to work cooperatively to exchange technical knowledge and experience related to chip seal operations, which will improve the future pavement conditions of the public roads which connect the Parties’ jurisdictions.

TERMS

In consideration of the foregoing facts, which are incorporated into this Agreement as though fully set forth herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Term

This Agreement shall be effective as of the last date set forth below and shall continue in effect until the Project is complete. Solano County shall complete the Project by November 30, 2021 unless the completion deadline is extended as set forth in Section 2 of this Agreement.

2. Extension

If Solano County is unable to begin the work in September, 2021, due to any situation beyond its control such as an emergency declaration due to fire, flood, or other natural disaster, further restrictions due to Covid-19, or materials procurement issues, then Solano County shall provide written notice of the extension to Yolo County regarding the need for extension of time, provided that the Project shall be completed by November 30, 2022.

3. General Agreement to Cooperate

The Parties agree to cooperate mutually in order to ensure that the Project is successfully completed with minimal impact to both the Parties and the public.

4. Solano County's Obligations

With regards to the maintenance of Yolo County's road sections identified in Exhibit A, Solano County shall:

- a. Provide traffic control for single lane closures during all work, including appropriate signs and flagging.
- b. Procure the necessary materials/supplies and chip seal the road surface using Solano County Operations crew, equipment, and materials in compliance with all applicable local, state and federal laws, including the California Public Contract Code and the California Labor Code (including prevailing wage requirements pursuant to Labor Code section 1720 et seq.).
- c. Broom the chip seal three (3) times in the first week after placement of the chip seal.
- d. Apply painted striping on the chip seal in the first (1st) week after placement of the chip seal.
- e. Perform work and provide materials that are similar to Solano County's preparation and chip sealing work on unincorporated roads.
- f. Exchange information with and provide training to Yolo County on Solano County's operations methods for traffic control, chip seals, and general road maintenance.
- g. Provide a final accounting with itemized invoices for all labor, materials, and equipment costs, with copies of pertinent documents, to Yolo County for review and payment within 30 days after Yolo County accepts the completion of the Project. The final accounting shall include adjustments for accumulated change order amounts, if any.

5. Yolo County's Obligations

Yolo County shall:

- a. Provide a no-fee encroachment permit for the Project to operate within Yolo County's right of way.
- b. Sign, as co-applicant, any permits, if any, that are necessary for the Project work.
- c. File appropriate CEQA documents that are necessary for the Project.

- d. Perform road preparation work (base failure repair, crack seal, patching, and shoulder backing, etc.) in advance of Solano County's chip seal work.
- e. Provide timely inspection of the work, should Yolo County wish to participate in the inspections of the chip seal and striping.
- f. Exchange information with and provide training to Solano County on Yolo County's operations methods for traffic control and general road maintenance.
- g. Pay to Solano County the total costs of all chip seal operations for the Project provided however, that the reimbursement by Yolo County shall not exceed \$594,500, unless approved by Yolo County in writing.
- h. Pay to Solano County the total amount of the Project identified in the final accounting provided by Solano County, up to \$594,500 within 60 days of receipt of such final accounting.

6. Solano County to Indemnify Yolo County

Solano County agrees to defend and indemnify Yolo County, its agents, officers and employees (collectively referred to in this paragraph as "Yolo County"), from any claim, action or proceeding against Yolo County, arising out of the acts or omissions of Solano County (including its agents, officers, and employees) in the performance of this Agreement. At its sole discretion, Yolo County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Solano County of any obligation imposed by this Section. Yolo County shall notify Solano County promptly of any claim, action or proceeding and cooperate fully in the defense.

7. Yolo County to Indemnify Solano County

Yolo County agrees to defend and indemnify Solano County, its agents, officers and employees (collectively referred to in this paragraph as "Solano County") from any claim, action or proceeding against Solano County, arising out of the acts or omissions of Yolo County in the performance of this Agreement. At its sole discretion, Solano County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Yolo County of any obligation imposed by this Section. Solano County shall notify Yolo County promptly of any claim, action or proceeding and cooperate fully in the defense.

8. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, Solano County and Yolo County may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

9. Third Party Contractor

Yolo County understands that some or all of the work may be done by a third party contractor under Solano County's sole and exclusive supervision, in which case Solano County will require the contractor to indemnify both Yolo County and Solano County and to add both Solano County and Yolo County as additional insureds. Solano County shall be solely responsible for compensating such third party contractor, and shall defend and indemnify Yolo County against any claims for compensation made by said contractor.

10. Survival

All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including the indemnification obligations, shall survive any such expiration or termination.

11. Dispute Resolution.

Unless otherwise specified herein, the Parties shall submit any unresolved dispute to Yolo County's Public Works Director and Solano County's Director of Resource Management for negotiation. The Parties agree to try and resolve any such dispute, claim or controversy in good faith within 10 calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exist. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if the matter is not resolved within 30 calendar days, either Party may, but is not required to, request that the matter be submitted to further dispute resolution procedures as may be mutually agreed upon by the Parties before proceeding with any other remedy available in law or equity.

12. No Partnership

This Agreement does not create a partnership or joint venture between the Parties, nor does it create a possessory or ownership interest in Solano County for Yolo County's portions of county roads.

13. Amendments

No modification of this Agreement shall be valid unless it is in writing and signed by the Parties.

14. Entire Agreement

This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

[Signatures on Following Page]

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

COUNTY OF YOLO

COUNTY OF SOLANO

Nicholas Burton
Public Works Director

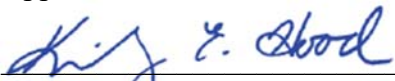
Terry Schmidtbauer
Director of Resource Management

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:



Kimberly Hood
Assistant County Counsel

Lori Mazzella
Deputy County Counsel

Attachment A

COOPERATIVE AGREEMENT BETWEEN YOLO COUNTY AND SOLANO COUNTY
ON CHIP SEAL MAINTENANCE OF VARIOUS YOLO COUNTY ROADS
(LOCATION MAP)

