

COOPERATIVE AGREEMENT Contribution Only

This agreement, effective on _____, is between the City of Lemoore, referred to as "CITY", and County of Kings, referred to as "COUNTY".

RECITALS

1. CITY and COUNTY, collectively referred to as PARTNERS, desire to enter into a cooperative agreement for improvements to 18th and 19th Avenues south of State Route (SR) 198
2. CITY will contract for the placement of an asphalt concrete overlay on portions of 18th and 19th Avenues south of SR198. CITY only right-of-way exists on 18th Avenue from SR198 to 0.35 miles south of SR198. Equal CITY-COUNTY right-of-way exists on 18th Avenue from 0.35 miles south of SR198 to the quarter section line between Iona and Idaho Avenues. COUNTY only right-of-way exists from the quarter section line to the project limit of Jackson Avenue. CITY only right-of-way exists on 19th Avenue from Iona Avenue to the quarter section line between Iona and Idaho Avenues. Equal CITY-COUNTY right-of-way exists on 19th Avenue from the quarter section line between Iona and Idaho Avenues to the project limit of Idaho Avenue. The sum total of these improvements will be referred to as PROJECT.
3. COUNTY will contribute funds for that portion of PROJECT under sole County and its share of shared CITY-COUNTY jurisdiction. Contributed funds will be used for the PROJECT construction.
4. PARTNERS now define in this agreement the terms and conditions of this contribution.

RESPONSIBILITIES

5. CITY is the SPONSOR and IMPLEMENTING AGENCY for PROJECT.
6. COUNTY is a FUNDING PARTNER, contributing to the actual cost of PROJECT as defined in sections two (2) and eight (8) of this agreement.

DEFINITIONS

FUNDING PARTNER – A partner who commits a defined dollar amount.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

SPONSOR – The partner that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT defined in this agreement or settle claims.

SCOPE

7. CITY is responsible for all work for PROJECT, including engineering, meeting all requirements for competitive bidding, ensuring payment of prevailing wages, and compliance with any funding source requirements.

COST

8. COUNTY will contribute funds in the amount estimated to be \$695,535 in payments, said amount being based on work within County jurisdiction including all bid items of work within the COUNTY jurisdiction.
9. CITY will submit an invoice to COUNTY within 5 days of the submission of an invoice from the CITY's contractor.
10. COUNTY will pay the CITY within 10 calendar days of receipt of invoice from CITY.
11. As work on the PROJECT proceeds, CITY will obtain with COUNTY concurrence or authorization for any changes required in the PROJECT scope or methodology, including costs in excess of the estimated amount as set forth in section 8. At the PARTNER's agreed conclusion of PROJECT, COUNTY will pay the CITY or the CITY will refund the COUNTY for the differences in PROJECT cost resulting from such authorized change or from normal variance in PROJECT cost resulting from unit-price quantity differentials.

GENERAL CONDITIONS

12. Neither PARTNER nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by the other PARTNER and/or its agents under or in connection with any work, authority, or jurisdiction under this agreement. It is understood and agreed that, each PARTNER will fully defend, indemnify, and save harmless the other PARTNER and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth hereunder, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done.
13. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to PROJECT.
14. This agreement will terminate upon receipt of the full payment from COUNTY to CITY.

However, article 12 and all indemnification provisions will remain in effect until terminated.

15. COUNTY shall review and, if acceptable, approve the plans and specifications for that portion of work in COUNTY jurisdiction.
16. COUNTY will issue a no fee encroachment permit to CITY's contractor.
17. CITY will not make changes to the contract that affect a) cost to the COUNTY, b) geometrics or structural section of work in the COUNTY as approved in the final planset by the COUNTY, or c) limits of work in COUNTY jurisdiction without prior consent from COUNTY.
18. COUNTY will provide for inspection and materials testing for those areas solely under COUNTY jurisdiction, CITY will provide for the inspection and materials testing for all work in the CITY ONLY and CITY-COUNTY shared road segments.
19. If the apparent low bid establishes the COUNTY's cost portion to be greater than 10% above the amount as described in the COST section of this agreement, the COUNTY reserves the right to nullify this agreement at no cost to COUNTY.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

CITY OF LEMOORE

COUNTY OF KINGS

By: _____
JEFFERY BRILTZ
City Manager

By: _____
KEVIN MCALISTER
County of Kings Director of Public Works

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