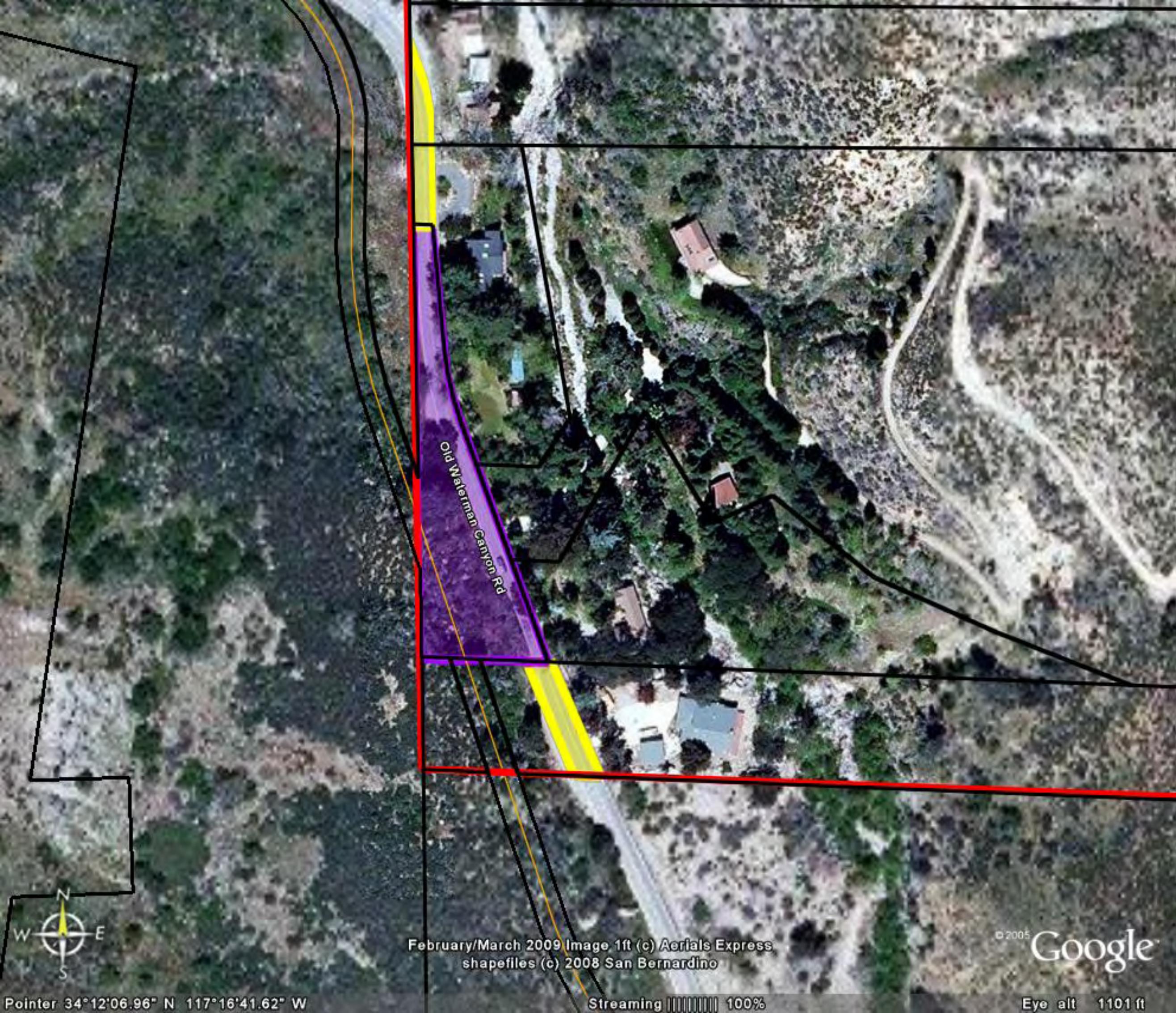


**Aerial Display and Letter Related to
Waterman Canyon Road**

Attachment 7



Old Waterman Canyon Rd



Pointer 34°12'06.96" N 117°16'41.62" W

February/March 2009 Image 1ft (c) Aerials Express
shapefiles (c) 2008 San Bernardino

Streaming ||||| 100%

© 2005 Google

Eye alt 1101 ft



COUNTY OF SAN BERNARDINO
FAS
STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. TRA	A	Contract Number 09-189	
County Department Public Works – Transportation			Dept. TRA	Orgn. TRA	Contractor's License No.	
County Department Contract Representative Brendon Biggs			Telephone 909 387-8168		Total Contract Amount \$0	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: Maintenance Agreement						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	This Amendment	
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 01H90625	Orig. Amount \$0
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Orig. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Orig. Amount
Project Name <u>Waterman Canyon Road</u> <u>Maintenance</u>			Estimated Payment Total by Fiscal Year			
Contract Type - Special (Risk Management Approved)			FY	Amount	I/D	FY Amount I/D
			_____	_____	_____	_____
			_____	_____	_____	_____
			_____	_____	_____	_____

Auditor / Controller – Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name CITY OF SAN BERNARDINO hereinafter called: CITY
Address 300 NORTH "D" STREET
SAN BERNARDINO, CA 92418-0001
Telephone (909) 384-5211 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the City of San Bernardino ("City") is annexing a portion of its sphere area as defined in the Local Agency Formation Commission for San Bernardino County ("LAFCO"), Item 3050 (Area 2); and

WHEREAS, the operation and maintenance responsibility for the portion of Old Waterman Canyon Road in the annexed area will now become the responsibility of the City ; and

WHEREAS, the County and the City desire that the operation and maintenance of the portion of Old Waterman Canyon Road, which will still be within the unincorporated sphere and under the operation and maintenance jurisdiction of the San Bernardino County Public Works ("County"), defined by Government Lot 5 of the Northwest quarter of Section 2, Township 1 North, Range 4 West, San Bernardino Meridian be under the City's jurisdiction; and

WHEREAS, the City agrees to operate and maintain Old Waterman Canyon Road, Government Lot 5 of the Northwest quarter of Section 2, Township 1 North, Range 4 West, San Bernardino Meridian, which lies within the County's jurisdiction; and

WHEREAS, the COUNTY and the CITY desire to set forth responsibilities and obligations of each as pertains to maintenance of the street lights for the above listed streets.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 CITY AGREES TO:

1.1 Operate and Maintain the portion of Old Waterman Canyon Road that lies within Government Lot 5 of the Northwest quarter of Section 2, Township 1 North, Range 4 West, San Bernardino Meridian within the unincorporated area of the COUNTY.

2.0 COUNTY AGREES TO:

2.1 Pursuant to Streets and Highways Code Section 954.6, terminate the County's operation and maintenance responsibility of that portion of Old Waterman Canyon Road lying within Government Lot 5 of the Northwest quarter of Section 2, Township 1 North, Range 4 West, San Bernardino Meridian and approve the City as the responsible agency for the operation and maintenance of the subject road segment.

3.0 IT IS MUTUALLY AGREED:

3.1 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising from the negligence of the COUNTY, its officers, employees, agents or volunteers in connection with COUNTY's performance of its obligations under this Agreement.

3.2 CITY agrees to indemnify and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising from the negligence of the CITY, its officers, employees, agents or volunteers in connection with CITY's performance of its obligations under this Agreement.

- 3.3 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or CITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 In the event of litigation arising from this agreement, each Party to the agreement shall bear its own costs, including attorney fees. This paragraph does not apply to costs or attorney fees relative to Paragraphs 3.1 and 3.2 relating to indemnification.
- 3.5 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of this Agreement.
- 3.6 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 3.7 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement, shall be instituted and prosecuted in the appropriate state court in the County of San Bernardino, California.
- 3.8 Time is of the essence for each and every provision of this Agreement.
- 3.9 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.10 No waiver of any default shall constitute a waiver of any other default or brief, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.11 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.12 This Agreement may be signed in counterparts, each of which shall constitute an original.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

(Print or type name of corporation, company, contractor, etc.)

▶ _____
 Gary C. Ovitt, Chairman, Board of Supervisors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title _____
(Print or Type)

Dena M. Smith
 Clerk of the Board of Supervisors
 of the County of San Bernardino.

Dated: _____

By _____

Address _____

Deputy

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶ County Counsel	▶	▶ Department Head
Date _____	Date _____	Date _____