

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: October 11, 2011

FROM: ^{JCS}
KEN GREHM / PETER KRAATZ

SUBJECT: **APPROVAL OF COOPERATIVE AGREEMENT BETWEEN PLACER COUNTY AND NORTHSTAR COMMUNITY SERVICES DISTRICT FOR IMPROVEMENTS TO NORTHSTAR ROUNDABOUT**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to sign an agreement between Placer County and Northstar Community Services District (NCSD) in an amount of \$90,000 to construct improvements to the Northstar roundabout.

BACKGROUND / SUMMARY

The NCSD provides enhanced snow removal and road maintenance services for roads within the Northstar development, including a number of County roads. The County and NCSD have long worked collaboratively to maintain roadways at Northstar. The division of maintenance responsibilities between the NCSD and County is defined by a separate long standing agreement.

The proposed agreement (attached) will allow NCSD to construct drainage and road improvements to the Northstar Roundabout located on Northstar Drive. The improvements will include enhanced drainage facilities, concrete curbing and new paving that will enhance safety and operations by minimizing icing on the road and making snow removal operations easier. NCSD will design and construct the improvements estimated to cost \$300,000 and the County will make a \$90,000 contribution to the project. Your Board previously approved the allocation of funding to Northstar Roundabout Improvements at your July 26, 2011 Board meeting. The NCSD will contribute the remaining necessary for the project.

ENVIRONMENTAL

This is an administrative action and as such, it is not a separate project and is not subject to further environmental review.

FISCAL IMPACT

The total cost to the County is \$90,000 using State of California Proposition 1B Local Streets and Roads funding which your Board allocated on July 26, 2011. The funding is included in the Fiscal Year 2011-12 budget.

Attachments:

Resolution

Copy of Funding Use Agreement

Before the Board of Supervisors
County of Placer, State of California

In the matter of: A RESOLUTION APPROVING
AN AGREEMENT BETWEEN PLACER COUNTY
AND NORTHSTAR COMMUNITY SERVICES
DISTRICT (NCSD) IN AN AMOUNT OF \$90,000 FOR
IMPROVEMENTS TO NORTHSTAR ROUNDABOUT.

Resol. No:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

ATTEST:
Clerk of said Board

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State
of California, that this Board approves the funding agreement between Placer County
and the Northstar Community Services District in an amount of \$90,000 to construct
improvements to the Northstar roundabout and authorizes the Public Works Director to
sign and execute the agreement.

NORTHSTAR COMMUNITY SERVICES DISTRICT AND PLACER COUNTY FUNDING
AGREEMENT FOR USE OF STATE OF CALIFORNIA PROPOSITION 1B LOCAL
STREETS AND ROADS FUNDING FOR NORTHSTAR ROUNDABOUT
IMPROVEMENT PROJECT

This Agreement is entered into on those dates and places set forth below by and between NORTHSTAR COMMUNITY SERVICES DISTRICT (hereafter NCSD), a special district of the State of California, (hereafter NCSD), and the COUNTY OF PLACER, a political subdivision of the State of California (hereafter COUNTY).

RECITALS:

WHEREAS, COUNTY is a County of the State of California; with responsibility for roads and intersections including the Northstar Roundabout owned by COUNTY located within the boundaries of the NCSD, as shown on Exhibit "A", and

WHEREAS, the COUNTY is desirous of receiving certain services; and

WHEREAS, NCSD is willing to perform such services;

WHEREAS, pursuant to County of Placer Board of Supervisor's action on July 26, 2011, allocating a share of Proposition 1B Local Streets and Roads Funding to NCSD totaling \$100,000; and

WHEREAS, the COUNTY, wishes to memorialize the use and management of the funds allocated to the NCSD, who shall be performing the improvements to the roundabout;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF WORK: County hereby enters into a contract with NCSD to fund construction work that NCSD will manage that will include pulverization and repaving of approximately 35,000 square feet of existing asphaltic concrete roadway on Northstar Drive. The work will also include restoration of surface utilities, installation of new storm drain facilities, improvements to the Northstar Drive roundabout center and divider islands, and installation of approximately 1,900 lineal feet of concrete rolled curb and gutter (project location shown on Exhibit A). The total construction cost is estimated at \$300,000.
2. COUNTY agrees to:
 - a. Issue NCSD annual encroachment permits for all work required under this Agreement without cost.

- b. Provide NCSD funding for the construction of the Northstar Roundabout Improvement Project in the maximum total amount of \$90,000. Actual disbursements will be based on actual invoices sent to COUNTY by NCSD for approval and payment.
- c. Provide NCSD services not to exceed \$10,000 for evaluating roundabout operations and providing recommendations for future improvements that will culminate in a written report to be provided to NCSD. These costs will be used and managed directly by the County.

3. NCSD agrees to:

- a. Assume responsibility for designing the project in accordance with applicable County specifications and standards applicable to County roads.
- b. Assume responsibility for advertising the project for construction bidding and awarding of the project in accordance with applicable provisions of the California Public Contract Code
- c. Assume responsibility for inspection and management of construction and ensuring project is built in accordance with the scope of work summarized above and associated project plans and specifications.
- d. Assume responsibility for construction contractor management including construction pay estimate disbursements that are estimated to total approximately \$300,000.
- e. Invoice COUNTY for construction costs for the Northstar Roundabout Improvement project up to a total maximum amount of \$90,000. Invoicing shall occur upon completion of improvement project as determined by County inspection and fulfillment of County road encroachment conditions issued for the project. Additional funding to pay for construction will be provided by NCSD.

4. BOTH PARTIES agree:

- 1. Continue to provide, in the manner heretofore provided prior to this Agreement, and in substantially the same manner as provided for other county roads:
 - 1. Participation in evaluation, planning and rehabilitation engineering;
- 2. To meet from time to time to review the condition of roads and discuss repair and maintenance requirements and schedules.

3. To defend (with counsel acceptable to the other), protect, indemnify and hold harmless the other, its directors, officers, employees, agents, and volunteers from and against any and all liabilities, suits, proceedings, liens, actions, penalties, losses, expenses, claims or demands of any nature, and causes of action of whatever character which the other may incur, sustain or be subjected to arising out of or in any way connected with the sole active negligence of willful misconduct of the other party or its officers, agents, employees, guests, customers, visitors or invitees in the performance of this Agreement.

5. **TIME OF COMPLETION:** NCSD agrees to complete all work contained within said scope of work in a timely manner, but no later than October 15, 2012.

6. **RECORDS:** NCSD shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County. Notwithstanding any other terms of this Agreement, no payment shall be made to NCSD until County is satisfied that work of such value has been rendered pursuant to this Agreement.

7. **RIGHT TO MUTUAL INSPECTION AND AUDIT:** County shall have the right, given 30 days notice, to inspect and or audit NCSD records to verify contract compliance.

8. **EMPLOYEES OF NCSD:** All persons performing services for NCSD shall be independent contractors or employees of NCSD, and not employees of County. NCSD shall be solely responsible for the salaries and other applicable benefits, including Workmen's Compensation, of all such personnel.

9. **HOLD HARMLESS:** NCSD agrees to save harmless and to indemnify PLACER COUNTY from every claim or demand which may be made for any injury or death, or damage to property caused by NCSD during the term of this Agreement. Such duty shall be irrespective of the date upon which the claim or demand is asserted. If any judgment is rendered against Placer County for any injury, death or damage caused by the NCSD during the terms of this Agreement, NCSD shall, at its own expense, satisfy and discharge any judgment.

Placer County shall indemnify, defend, and hold harmless the District and its officers, employees and agents from and against any and all liability, loss, damage, expense, costs, (including attorney fees and litigation costs) of every nature arising out of any injury, death or damage caused by Placer County's negligence relating to the design and construction of streets and roads or the general condition of the road surface other than ice or snow on the road surface. As used above, the term PLACER COUNTY means PLACER COUNTY, or its officers, agents or employees.

10. **NON-ASSIGNABILITY:** This Agreement, and the rights and duties there under, shall not be assigned in whole or in part without the express written consent of County.

11. **INSURANCE:** NCSD shall file with PLACER COUNTY, a Certificate of insurance showing:

1. General/Automobile Liability insurance including Personal Injury coverage in an amount of not less than **\$1 Million** for bodily injury and property damage coverage; and
2. Workers Compensation and Employers Liability coverage for NCSD's employees.

In the event NCSD cannot provide an occurrence policy, NCSD shall provide insurance covering claims made as a result of performance of the Agreement and shall maintain such insurance in effect for six (6) months following completion of performance of this Agreement.

NCSD agrees to notify PLACER COUNTY and NCSD's insurance carrier(s) of any event of occurrence arising from the performance of this Agreement which is likely to result in a claim of material liability against PLACER COUNTY, or such insurance carrier, immediately or as soon as reasonably practicable after learning about such event or occurrence. Each General Liability Insurance policy and Workers Compensation policy shall be endorsed with the following specific language:

"PLACER COUNTY, its officers, agents and employees, is named as Additional Insured for all Liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided is primary coverage to PLACER COUNTY with respect to any insurance held or self insurance programs maintained by PLACER COUNTY and no insurance held or owned by PLACER COUNTY shall be called upon to contribute to a loss."

12. **GENERAL COMPLIANCE WITH LAWS:** NCSD shall comply with all Federal, State, and Local laws, statutes, rules and regulations which are in effect during the performance of this Agreement.

13. **TERM & MODIFICATION OF AGREEMENT:**

- a. The term of this Agreement is for one year beginning October 15, 2011, and ending October 15, 2012, and will automatically renew for consecutive one-year term thereafter, unless terminated as hereinafter set forth in Section 13(B) herein.
- b. Either party may terminate this Agreement at the end of the one-year term by giving written notice to the other party by providing a minimum of 15 days prior notice to the other party.

c. This Agreement may be modified only by mutual written agreement of the parties.

14. **EXCLUSIVE AND ENTIRE AGREEMENT:** This Agreement shall be the full and complete agreement of the parties with regard to the design construction of the Northstar Roundabout improvements as described herein. Any other agreements between the parties not in conflict with the provisions of this Agreement shall remain in full force and effect.
15. **TRANSFERABILITY:** The rights of the parties pursuant to this Agreement are non-transferable and shall not be assigned without prior written approval of the other party.
16. **APPROVAL OF AGREEMENT:** This Agreement shall be effective only upon its approval by the respective governing boards of COUNTY and NCSD, as evidenced by a resolution of acceptance or other form of approval adopted by each such governing board.

COUNTY OF PLACER

By _____
Print Name: _____
Its: _____
Date: _____

Approved as to Form

County Counsel

NORTHSTAR COMMUNITY SERVICES DISTRICT

By _____
Print Name: _____
Its: _____
Date: _____

Approved as to Form

District Counsel

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