

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: October 25, 2011
FROM: KEN GREHM / KEVIN ORDWAY ^{KD} _{ko}
SUBJECT: REDEVELOPMENT AGENCY AGREEMENT FOR ON-CALL SERVICES

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving a \$4,600 On-Call Services Agreement between the Placer County Redevelopment Agency (Agency) and the Placer County Department of Public Works (Public Works) to provide maintenance and support services for the Agency-owned real property located at 360 Silver Bend Way, Auburn and authorizing the Director of Public Works or his designee to execute the agreement.

BACKGROUND / SUMMARY

The Agency has adopted a strategy of entering into agreements with Public Works on construction and maintenance projects undertaken by the Agency. These agreements allow for local support on issues that require immediate attention or expertise related to real property.

The Interagency On-Call-Services Agreement (Agreement), in the not to exceed amount of \$4,600, is for maintenance and repair services for the real property owned by the Agency at 360 Silver Bend Way, Auburn. Types of service to be provided include repair of existing street improvements, site visits and repair when necessary to follow-up on immediate health and safety concerns on the property, assistance with property management, materials testing and inspection services. The initial term of the Agreement is for FY 2011-12 and allows for an automatic renewal each July 1 of subsequent fiscal years unless a notice of non-renewal is served by either party. Public Works will follow standard County procedures in administering this Agreement.

ENVIRONMENTAL

The proposed action is an administrative action and does not constitute a project and is exempt from environmental review per California Environmental Quality Act Guidelines section 15378(b)(5).

FISCAL IMPACT

All expenditures will be reimbursed by the Agency. As a result, there will be no impact to the County's General Fund.

Attachments: Resolution
Copy of Agreement

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

In the matter of: A resolution approving and authorizing the Director of Public Works to execute an On-Call Services Agreement in a not to exceed amount of \$4,600 with the Placer County Redevelopment Agency.

Resol. No:.....

Ord. No:.....

First Reading:.....

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 attached Agreement in the amount of \$4,600 with the Placer County Redevelopment Agency and authorizes the Director of Public Works or his designee to execute the agreement.

Administering Agency: Placer County Redevelopment Agency
Agreement No. 11-12 Department of Public Works (DPW)
Agreement Description: On-Call Services in Support of Maintenance of Placer County Redevelopment Agency-Owned Real Property Located at 360 Silver Bend Way, Auburn, CA

SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, by and between the **Placer County Redevelopment Agency (AGENCY)** and **Placer County through its Department of Public Works (CONTRACTOR)**, who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide the services as specified in the Scope of Work attached hereto as Exhibit A on an as-needed-basis for the AGENCY-owned real property located at 360 Silver Bend Way, Auburn (hereinafter referred to as "Silver Bend Property").
2. **Term** The term of this Agreement shall commence on October 26, 2011 and shall continue for the remainder of the 2011/12 County fiscal year, ending on June 30, 2012. This Agreement shall automatically renew effective each July 1 of subsequent fiscal years unless a notice of non-renewal for the upcoming fiscal year is served by AGENCY in accordance with Section 10 below no later than June 30th of the current fiscal year. This Agreement may be terminated at any time by either party, by giving written thirty (30) day notice of termination to the other party, in accordance with Section 10 below.
3. **Payment** For services rendered during FY 2011/2012, AGENCY shall pay CONTRACTOR for actual services rendered pursuant to this Agreement in a not to exceed amount of **FOUR THOUSAND, SIX HUNDRED DOLLARS (\$4,600)**, using Journal Vouchers.
4. **Facilities, Equipment and Other Materials** CONTRACTOR shall bill the cost and expense for furnishing all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement as a direct expense if not included in the CONTRACTOR's audited overhead rate.
5. **Independent Contractor; Not Agent** At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor. AGENCY shall not have the right to control the means by which CONTRACTOR accomplishes the services rendered pursuant to this Agreement. CONTRACTOR shall have no authority, express or implied, to act on behalf of AGENCY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind the AGENCY.

6. **Records** CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement. CONTRACTOR shall submit monthly reports to the AGENCY which indicate the type of service and hours of service provided.

7. **Indemnity.** CONTRACTOR shall indemnify, defend and hold harmless Agency and its elected and appointed officials, employees, agents and contractors (collectively, "**Indemnitees**") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "**Claims**") arising from or related to CONTRACTOR's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnitees.

Agency shall indemnify and hold harmless CONTRACTOR and its appointed officials, employees, agents and contractors (collectively, "**CONTRACTOR Indemnitees**") from and against any and all any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "**Claims**") arising from or related to Agency's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of CONTRACTOR Indemnitees.

8. **Insurance.** It is agreed that the Agency and CONTRACTOR shall each maintain at all times during the performance of this Agreement insurance coverage of self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, and workers' compensation.

9. **Entirety of Agreement – Modifications** This Agreement contains the entire Agreement of AGENCY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.

10. **Notice** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

AGENCY

Placer County Redevelopment Agency
Attention: Jim LoBue
3091 County Center Drive Suite 260
Auburn, CA 95603

Phone: (530) 745-3150
Fax: (530) 745-3152

CONTRACTOR

Placer County Dept. of Public Works
Attention: Ken Grehm
3091 County Center Drive Suite 220
Auburn, CA 95603

Phone: (530) 745-7500
Fax: (530) 745-7544

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

11. **Authority of AGENCY.** On August 26, 2011, the AGENCY Board of Directors adopted its "Enforceable Obligations Payment Schedule" (EOPS). Included in the EOPS is the "Quartz Ridge Disposition and Development Agreement" executed on February 21, 2011 by and between the AGENCY and Quartz Ridge Family Apartments, L.P. ("Quartz Ridge DDA"), a contractual third-party agreement to develop the Silver Bend Property. The Quartz Ridge DDA obligates the AGENCY to maintain the Silver Bend Property which includes maintenance of existing improvements and infrastructure and addressing and when necessary repairing any health or safety issues that might arise on the property until such time as the Silver Bend Property is conveyed to Quartz Ridge Family Apartment, L.P. The EOPS includes a line item setting aside \$4,600 for such maintenance and repair tasks. The execution of this Agreement is designed to track the expenditures of this existing enforceable obligation.

12. **Early Termination.** On August 11, 2011, the California Supreme Court accepted review in the lawsuit that challenges the constitutionality of AB x1-26 and AB x1-27 ("**Lawsuit**"). If Lawsuit results in a court order for the elimination of the AGENCY, this Agreement shall terminate as of the date of the court's order.

AGENCY
Placer County Redevelopment Agency

CONTRACTOR
Placer County, through its Dept. of
Public Works

By: _____
Thomas M. Miller
Redevelopment Director

By: _____
Ken Grehm
Director Department of Public Works

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Scott Finley
Supervising Deputy County Counsel

Date: _____

APPROVED AS TO FORM:

By: _____
Karin Schwab, Agency Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK

Subject to the terms and conditions set forth in This Agreement, upon request of the Agency, DPW shall provide maintenance, repair and other related services and / or support for the Agency-owned real property located at 360 Silver Bend Way, Auburn ("Silver Bend Property") on an "as needed basis."

Requested services include but are not limited to the following:

- Assistance with repair, or replacement of existing street improvements and/or infrastructure.
- Site visits and repair to follow-up on immediate health and safety concerns reported to the Agency and requiring immediate action (i.e. broken curb, sidewalk damage, removal of debris).
- Design, manufacture, and installation of property signs and notices.
- Assistance with design, construction and property management, materials testing and inspection services in furtherance of the Quartz Ridge DDA .
- Right of way, survey, mapping, and utility location assistance in furtherance of the Quartz Ridge DDA .
- Miscellaneous requests for assistance to provide project support in furtherance of the Quartz Ridge DDA.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Verbal authorization by Agency personnel is required to initiate work and will be followed by written documentation (e-mail) to insure accounting for scope of work, estimated hours and materials required to resolve occurrence.

The total budget for this Agreement for FY 2011/12 is not to exceed \$4,600.

When work occurs, bills are to be submitted each month by the 15th of the second month following the month the work was performed in (Example, January work is billed by March 15th). Each bill shall include adequate documentation for charges incurred in providing services to the Agency-owned real property at 360 Silver Bend Way, Auburn. This documentation should consist of a work description, invoices, receipts, payroll records, etc. Payment is made with Journal Vouchers.

