

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: June 10, 2008

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: APPROVAL OF AN ON-CALL-SERVICES AGREEMENT WITH THE PLACER COUNTY REDEVELOPMENT AGENCY

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Chairman to approve, with County Counsel review and approval, an On-Call-Services Agreement between the Placer County Public Works Department and the Placer County Redevelopment Agency, in the amount of \$35,000; and authorize the Directors of the respective departments to sign the agreement.

BACKGROUND / SUMMARY

In order to leverage the limited financial resources, the Redevelopment Agency (Agency) has adopted a strategy of entering into agreements with the Department of Public Works (Public Works) to provide assistance to construct and maintain properties owned the Agency. The subject agreement will be signed by both the Agency and Public Works once approved by the Board of Supervisors.

The Agency owns various real properties in Tahoe, North Auburn, and Sunset Areas that require service from time to time. It is effective and efficient for Public Works to provide assistance in providing services on the properties that could include snow pole staking, minor repairs, and response to public concerns.

The Agreement amount is based on historical information and the challenges the Agency faces attempting to maintain Tahoe properties from Auburn. The term for the Agreement will commence immediately upon approval by the Board of Supervisors and terminate on June 30, 2010. The Agreement may be extended based upon mutual written consent of both the Agency and Public Works.

ENVIRONMENTAL

This service agreement is exempt from CEQA, pursuant to CEQA Guidelines section 15301, Maintenance of existing facilities.

FISCAL IMPACT

The estimated \$35,000 for the On-Call-Services Agreement entered into by Public Works will be reimbursed by the Agency. There are sufficient funds allocated within the Agency's budget to cover the agreement. Funding for the On-Call-Services Agreement is included in the Agency's Fiscal Year Budgets for 2008-09.

Attachment:

Resolution
On-Call-Services Agreement Draft

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

In the matter of: A RESOLUTION AUTHORIZING THE CHAIRMAN, WITH COUNTY COUNSEL REVIEW AND APPROVAL, AN ON-CALL-SERVICES AGREEMENT BETWEEN THE COUNTY PUBLIC WORKS DEPARTMENT AND THE PLACER COUNTY REDEVELOPMENT AGENCY, IN THE AMOUNT OF \$35,000; AND AUTHORIZE THE DIRECTORS OF THE RESPECTIVE DEPARTMENTS TO SIGN THE AGREEMENT.

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.

Chairman, Board Of Supervisors

Attest:
Clerk of said Board

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Chairman to approve, with County Counsel review and approval, an On-Call-Services Agreement between the County Public Works Department and the Placer County Redevelopment Agency, in the amount of \$35,000; and authorizes the directors of the respective departments to sign the agreement.

Administering Agency: Placer County Redevelopment Agency

Agreement No.: 2007/2008-05

Agreement Description: Provide On-Call-Services in Support of Various Real Properties Owned by the Placer County Redevelopment Agency

SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2008, by and between the Placer County Redevelopment Agency, a public body corporate and politic (AGENCY) and the County of Placer, a political subdivision of the State of California, through its Department of Public Works (DPW), who agrees as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, DPW shall provide the services as described in Exhibit A in the manner therein specified.

2. **Term** The term of this Agreement shall commence on the date first written above and terminate on June 30, 2010. The term may be extended by the written consent of both parties, subject to the AGENCY's prior determination of adequate funding in its budget for the extension term.

3. **Payment** AGENCY shall pay DPW for services rendered pursuant to this Agreement at the times and in the amounts set forth in Exhibit B and based on the breakdown of its budget as set forth in Exhibit B of this Agreement. The total amount payable for all services provided under this Agreement shall not exceed **Thirty-Five Thousand Dollars (\$35,000)**.

4. **Facilities, Equipment and Other Materials** DPW shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

5. **No Agency Relationship.** Nothing in this Agreement shall be construed to create any agency relationship between the Parties.

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

7. **Indemnity.** DPW 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 DPW'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, defend and hold harmless DPW and its appointed officials, employees, agents and contractors (collectively, "**DPW 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 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 DPW Indemnitees.

8. Insurance. The Parties acknowledge that both the AGENCY and DPW, as a department in the County, are both self-insured public entities. Parties agree that each Party may satisfy its insurance requirements through a program of self-insurance. Agency shall not be obligated to maintain any insurance for any work performed under this Agreement by DPW.

In the event that either or both Parties discontinues its policy of self-insurance, that party agrees to procure and continue in force and effect insurance coverage as set forth in Exhibit "C" of this Agreement.

9. Notice. Any notice or demand required to be given herein shall be in writing and addressed to the parties as follows:

AGENCY

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

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

COUNTY

Placer County Department 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 delivered personally shall be deemed to be received on the date of delivery, any notice faxed shall be deemed to be received on the date of the fax confirmation and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

10. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the Parties.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements with respect thereto.

12. No Third Party Beneficiaries. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any rights in any person not a party hereto.

13. Severability. If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

14. Early Termination. This Agreement may be terminated early by either party, by giving written notice of termination to the other party in accordance with Section 9 hereof.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

By: _____
Richard Colwell, Chief Assistant CEO-
Redevelopment Director

By: _____
Ken Grehm, Director
Department of Public Works

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Karin Schwab, Agency Counsel

By: _____
Christiana Darlington,
Deputy County Counsel

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, upon request of the AGENCY, DPW shall provide services and/or support for various real properties owned by the Agency on an "as needed basis". Requested services include but are not limited to the following:

- Semi-annual installation and removal of snow poles on Agency owned parking lots.
- Water line testing as requested by either the North Tahoe Public Utility District or Tahoe City Public Utility District.
- Design, construction, and installation of property signs.
- Inspection services for Agency construction projects.
- Assistance with repair and replacement of street/parking amenities.
- Site visits and repairs to follow-up on immediate Health and Safety concerns reported to the Agency and requiring immediate action (i.e. broken curb or sidewalk damage).
- Miscellaneous requests for assistance to provide support on various properties owned by the Agency

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

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

Total budget amount not to exceed \$35,000. No one occurrence will exceed \$5,000 unless approved by the Redevelopment Agency's Director.

When work occurs bills are to be submitted each month by the 15th of the following month (Example: January work is billed by February 15th). Each bill shall include adequate documentation for charges incurred in providing Various Properties support. This documentation should consist of a work description, invoices, receipts, payroll records, etc. Payment is made with Journal Vouchers.

EXHIBIT C
ALTERNATIVE INSURANCE REQUIREMENTS

a. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to the Project Construction Manager's and/or the Project General Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

Both the Project Construction Manager and the Project General Contractor shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

b. GENERAL LIABILITY INSURANCE:

i. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of the Project Construction Manager and/or the Project General Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by the Project Construction Manager and/or the Project General Contractor in the subsequent agreements entered into by and between each with the County.

ii. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

iii. If either the Project Construction Manager and/or the Project General Contractor carry a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→One million dollars (\$1,000,000) aggregate

iv. If either the Project Construction Manager and/or the Project General Contractor carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→One million dollars (\$1,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

v. Special Claims Made Policy Form Provisions:

Neither the Project Construction Manager nor the Project General Contractor shall provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→One million dollars (\$1,000,000) General Aggregate

(2) The insurance coverage provided by both the Project Construction Manager and the Project General Contractor shall contain language providing coverage up to six (6) months following the completion of the contract(s) entered into with County in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

c. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer and the Placer County Redevelopment Agency, its respective officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

2. "The insurance provided by [the Project Construction Manager] [Project General Contractor], including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer or the Placer County Redevelopment Agency and no insurance held or owned by the County of Placer or the Placer County Redevelopment Agency shall be called upon to contribute to a loss."
3. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."
- d. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.