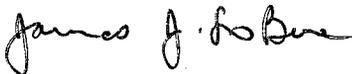


**PLACER COUNTY**  
**REDEVELOPMENT AGENCY**

**MEMORANDUM**

**TO:** Honorable Members of the Redevelopment Agency Board  
**FROM:** Thomas M. Miller, Director  
James LoBue, Deputy Director   
**DATE:** October 25, 2011  
**SUBJECT:** Service Agreement with the County through its Department of Public Works for On-Call Property Maintenance Assistance for 360 Silver Bend Way, Auburn for FY 2011-12

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**ACTION REQUESTED:** Adopt a resolution authorizing the Redevelopment Agency Director or his designee to execute an on-call service agreement with the County, through its Department of Public Works, in an amount not to exceed \$4,600 for maintenance and repair tasks at the Agency-owned real property located at 360 Silver Bend Way, Auburn.

**BACKGROUND:** The Board of Supervisors created the Placer County Redevelopment Agency (Agency) by ordinance in 1996 as a distinct legal entity. As a practical matter, the Agency relies on County staff to provide services to the Agency. This interdepartmental work team approach provides expertise and services by optimizing the use of County and Agency staff resources.

The practice of the Agency has been to enter into service agreements with various County departments to provide services when needed. These agreements serve two important functions. They ensure that costs incurred for services are funded from Agency resources rather than County resources. They also allow the Agency to maintain its properties with the support of County staff that have the expertise necessary to provide assistance to the Agency in the management and maintenance of its property, surrounding infrastructure, and roadways. The Agency has found that County staff is able to respond to health and safety concerns and general property management issues in a timely and effective manner.

Approval of this item will allow the Agency Director to execute a FY 2011-12 service agreement for Department of Public Works to provide on-call assistance to the Agency for its property at 360 Silver Bend Way, Auburn, CA 95603, as needed and for the Agency to reimburse the County for the support services rendered.

On August 26, 2011, your Board adopted the Agency's "Enforceable Obligations Payment Schedule" (EOPS). In compliance with ABx1-26, the Agency submitted the EOPS to the County Auditor, the State Department of Finance, and posted it on-line. The Agency is obligated to fulfill its enforceable obligations as outlined in the EOPS. One such obligation is the Quartz Ridge Disposition and Development Agreement (DDA), a third party agreement executed on February 21, 2011, to develop the Agency's property at 360 Silver Bend Way, Auburn, CA. The DDA itself is an enforceable obligation and the terms thereof require the Agency to perform basic maintenance and repair tasks to ensure that the real property is kept in a safe and secure

state until the time of development. In furtherance of that obligation, the Agency identified a line item under this DDA and in the EOPS for maintenance expenses. To conform with audit requirements, the Agency's practice has been to execute a service agreement such as proposed herein. This agreement allows the Agency to track and reimburse County departments for costs incurred in rendering services to the Agency. This agreement also allows the Agency to track its payment obligations under the EOPS.

**ENVIRONMENTAL STATUS:** This is an administrative action, does not constitute a project, and is exempt from environmental review per California Environmental Quality Act Guidelines section 15378(b)(5).

**FISCAL IMPACT:** The \$4,600 contract amount is an enforceable obligation and included in the EOPS adopted by your Board. The Agency has sufficient tax increment funds budgeted to satisfy its payment obligations under this Agreement.

Attachments: Resolution  
Agreement

cc: Karin Schwab, Agency Counsel

**Before the Placer County  
Redevelopment Agency Board of Directors  
County of Placer, State of California**

In the matter of:

**Authorizing the Redevelopment Agency Director or his designee to execute a service agreement with the County through its Department of Public Works for FY 2011-12 in a not to exceed amount of \$4,600 for the maintenance and repair tasks at the Redevelopment-owned real property located at 360 Silver Bend Way, Auburn, CA**

Reso. No. \_\_\_\_\_

Ord. No. \_\_\_\_\_

First Reading \_\_\_\_\_

The following Resolution was duly passed by the Redevelopment Agency Board 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:

\_\_\_\_\_  
Chair, Agency Board

Clerk of said Board

\_\_\_\_\_

WHEREAS, the Redevelopment Agency (Agency) is a separate body, corporate and politic, created by the Placer County Board of Supervisors;

WHEREAS, the Agency wishes to promote efficient use of Agency and County staff resources by utilizing County staff who have the expertise to perform maintenance and repair tasks for Agency-owned assets, including real property;

WHEREAS, the Agency seeks to conform with audit requirements in regard to having evidence of executed service agreements in order to allow the Agency to track and reimburse County departments costs incurred in rendering services to the Agency;

WHEREAS, on August 26, 2011, this Board adopted the Agency's "Enforceable Obligations Payment Schedule" (EOPS); and

WHEREAS, the Agency is obligated to fulfill its enforceable obligations as outlined in the EOPS and one such obligation is the Quartz Ridge Disposition and Development Agreement (DDA), a third party agreement executed on February 21, 2011, to develop the Agency's property at 360 Silver Bend Way. The terms of the DDA obligate the Agency to perform basic maintenance and repair tasks to ensure that the real property is kept in a safe and secure state until the time of development.

WHEREAS, the EOPS includes a line item under the DDA of \$4,600 for costs related to maintenance of this real property asset;

WHEREAS, the Agency seeks to fulfill its obligations under the DDA by contracting with the County through its Department of Public Works to perform on-call maintenance and repair tasks for 360 Silver Bend Way;

WHEREAS, the proposed service agreement is limited to the \$4,600 enforceable obligation line item in the EOPS and to the maintenance of the Silver Bend Way property pursuant to the terms of the DDA; and

WHEREAS, in the interest of expediting the execution of the proposed services agreement, the Agency Board of Directors wishes to authorize the Agency Director to execute the same.

NOW, THEREFORE, BE IT RESOLVED that the Agency Board of Directors authorizes the Agency Director or his designee to execute a service agreement with the Department of Public Works for FY 2011-12 in an amount not to exceed \$4,600 for on-call, as needed services for the Agency-owned real property located at 360 Silver Bend Way, Auburn.

**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 30<sup>th</sup> 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 15<sup>th</sup> of the second month following the month the work was performed in (Example, January work is billed by March 15<sup>th</sup>). 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.

