INTER-AGENCY AGREEMENT FOR PARKING IMPROVEMENTS RELATED TO
THE HIGHWAY 12 PHASE 2 STAGE 2 IMPROVEMENTS PROJECT

This Inter-Agency Agreement (the “Agreement”) relates to the provision of services related to parking mitigation with regard to the Highway 12 Phase 2 Stage 2 Improvements project, and is entered into as of ________________, 2016, by and between the County of Sonoma (“County”) and the Sonoma County Community Development Commission (“Commission”).

RECITALS

WHEREAS, the Successor Agency for the Sonoma County Community Redevelopment Agency (“Successor Agency”) and the County, by and through the Department of Transportation and Public Works, entered into a Funding Agreement for the Highway 12 Phase 2 Stage 2 Improvements Project on January 18, 2011, in the amount of $13,003,490, and

WHEREAS, the Funding Agreement was terminated by operation of law under the terms of ABx1 26 (the “Redevelopment Dissolution Act”), and

WHEREAS, the Oversight Board of the Successor Agency to the Sonoma County Community Redevelopment Agency authorized the Successor Agency to reenter into the Funding Agreement, and the parties executed a Supplemental Agreement for the same scope of work on March 26, 2012, and

WHEREAS, this Agreement is intended to describe how $1,373,153.40 of the $13,003,490 provided through the Funding Agreement will be administered and expended by Commission for expenses associated to Parking Mitigation measures along Highway 12, and

WHEREAS, the remainder of the original Funding Agreement deliverables for work other than Parking Mitigation will remain in effect and be County’s responsibility to complete.

NOW, THEREFORE, the parties hereto agree as follows;

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, County and Commission agree as follows:

1. The above recitals are true and correct.

2. County shall coordinate work hereunder with the Commission’s Deputy Director for Community Development, John Haig. County’s contact shall be Department of Transportation and Public Works Director Susan Klassen.
3. In connection with the Highway 12 Improvements Project, Commission shall perform the following tasks to complete the parking mitigation aspect of the Highway 12 project:

   a. Investigation of potential sites for parking, hiring of consultants and real estate professionals to complete due diligence prior to acquiring sites, negotiation for and acquisition of property for parking, construction of additional parking resources in the project area, and any other related measures intended to increase available parking.

   b. Any property acquired in furtherance of this scope of work, and any parking resources constructed pursuant to this scope of work shall be the purchased in the name of the County of Sonoma and shall be insured, operated and maintained by the County after acquisition. The Commission shall have no responsibility or duty to pay property expenses after acquisition and construction, unless covered under this scope of work or unless funds under this agreement can be allocated to such expenses.

In addition, Commission agrees as follows:

   c. Records: Commission shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to County at all reasonable times for inspection and analysis.

   d. Statement of Costs: Upon request of County, or upon termination of this Agreement, Commission shall submit to County a statement of complete accounting of Commission’s Project costs for the categories set forth above.

4. The amounts payable by under this agreement shall not exceed the actual costs incurred by Commission attributable to the work contemplated in the Improvements Agreement in accordance with governmental accounting standards and applicable laws and consistent with the budget and other terms contained in Attachment A attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Payment will be by journal voucher after Commission submits adequate written documentation of the expenses incurred in a form specified by County.

5. Additional Requirements:

   a. Term: Commission agrees to provide the services described in this Agreement for a period beginning with the execution of this Agreement and continuing until June 30, 2017, unless extended by mutual written agreement of the parties hereto or terminated pursuant to Section 5.D. below.
b. **Termination:** This Agreement shall be terminated at such time as the amount paid to Commission under this Agreement exceeds $1,373,153.40. Upon termination, Commission shall provide a Statement of Costs under Section 3.B. and any unexpended funds shall be transferred to Successor Agency.

c. **Construction:** To the fullest extent allowed by law, the provisions of this agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

County and Commission acknowledge that they have each contributed to the making of this agreement and that, in the event of a dispute over the interpretation of this agreement, the language of the agreement will not be construed against one party in favor of the other. County and Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this agreement.

d. **No Third-Party Beneficiaries:** Nothing contained in this agreement shall be construed to create and the parties do not intend to create any rights in third parties.

e. **Applicable Law and Forum:** This agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

f. **Captions:** The captions in this agreement are solely for convenience of reference. They are not a part of this agreement and shall have no effect on construction or interpretation.

g. **Merger:** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by writing signed by both parties.

6. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount
or type of damages or compensation payable to or for the indemnifying party under worker’ compensation acts, disability benefit acts, or other employee benefit acts.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as set forth below on this _____ day of ________________________, 2016.

COUNTY OF SONOMA DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Dated: ____________________

By: _________________________

Susan Klassen, Director

SUCCESSOR AGENCY FOR THE SONOMA COUNTY COMMUNITY REDEVELOPMENT AGENCY

Dated: ____________________

By: _________________________

Kathleen H. Kane, Executive Director

APPROVED AS TO FORM

Dated: ____________________

By: _________________________

Alegría De La Cruz, Deputy County Counsel
EXHIBIT A:
Scope of Work and Budget

Commission shall perform any or all of the following tasks as subcontractor to County under the Supplemental Agreement:

- Investigation of potential parking facilities along Highway 12 from Boyes Boulevard to Agua Caliente Road
- Hiring of consultants and real estate professionals to perform due diligence tasks prior to acquiring sites
- Negotiation for and acquisition of property for parking uses
- Construction of additional parking resources in the project area, and any other related measures intended to increase available parking.

Any property acquired in any form will be owned by the County of Sonoma, and the County will be responsible for all post-development duties and costs associated to ownership and maintenance of the property.

Services shall be provided by Commission on a time and materials basis, in an amount not to exceed $1,373,153.40. Work shall be performed under the schedule of fees per job title contained below.

**CDC Staff Rates (as of 1/1/2016)**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Deputy Director</td>
<td>$100.70/hr</td>
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<tr>
<td>Special Projects Director</td>
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<tr>
<td>Construction &amp; Finance Services Manager</td>
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<tr>
<td>Community Development Specialist II</td>
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<tr>
<td>Administrative Aide</td>
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