



CITY OF VACAVILLE

650 MERCHANT STREET
VACAVILLE, CALIFORNIA 95688-6908
www.cityofvacaville.com

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Mayor

CURTIS HUNT
Vice Mayor

DILENNA HARRIS
Councilmember

MITCH MASHBURN
Councilmember

RON ROWLETT
Councilmember

ESTABLISHED 1850

April 17, 2015

Dixon Public Library
Attn: Steve Arozena, Library Director
230 N First St.
Dixon, CA 95620

RE: Transfer of Real Property of the Former City of Vacaville Redevelopment Agency to the City of Vacaville

Dear Mr. Arozena:

As you are aware, redevelopment agencies in California were eliminated in February 2012. The City of Vacaville Successor Agency to the Redevelopment Agency (RDA) has been working to wind-down the affairs of the former RDA since that time. The wind-down process that must be followed is prescribed in Assembly Bill 1484 and includes disposition of former RDA real property. The law requires your agency's approval to transfer nine public parking lots and two other parcels to the City of Vacaville (City) through a "compensation agreement." A compensation agreement is a written document between your agency and the City, agreeing to terms for the transfer of parcels to the City.

The nine public parking lots that require your approval to transfer to the City are located in Vacaville's downtown area. A map of these lots is included with this letter. These parking lots serve a very important public purpose by providing free parking for businesses, customers, and employees. Absence of these lots would severely negatively impact property values and thus reduce revenues to your agency. In addition, it would have a detrimental effect on business activity, depleting sales tax revenues generated in the downtown. The lots have been and continue to be maintained by the City of Vacaville. Because of the very important public value of these lots and that they are maintained by the City of Vacaville, it is requested that your agency agree to the transfer of these lots to the City for continued use as free public parking for \$1.00 per lot.

The two additional properties that require your approval to transfer to the City include a vacant parcel known as the Nut Tree View Corridor and vacant land on Auto Center Drive. Maps of these two parcels are included with this letter. It is requested that your agency agree to the transfer of these lots to the City with the intention that they be sold. In accordance with Assembly Bill 1484, all sales proceeds would be transferred to the Solano County Auditor-Controller for distribution to the applicable taxing entities, which includes your agency.

Please contact me at (707) 449-5104 or jeremy.craig@cityofvacaville.com, or staff to the Successor Agency, Emily Cantu at (707) 449-5688 or emily.cantu@cityofvacaville.com at your earliest convenience to discuss this important matter further.

Sincerely,

Jeremy Craig
Interim Assistant City Manager, Director of Finance and IT, and staff to the Successor Agency

Enclosures: 3

cc: Vacaville Mayor and City Councilmembers
City of Vacaville Oversight Board
Emily Cantu, Housing Services Director

MAINTENANCE AND REPAIR SERVICES AGREEMENT

THIS MAINTENANCE AND REPAIR SERVICES AGREEMENT (the “Agreement”) is made and entered into as of July 1, 2015 (the “Effective Date”) by and between the Dixon Public Library District, (the “District”), and Moreno Construction, License # 933370 (“Contractor”). The District and the Contractor are collectively referred to in this Agreement individually as “Party” and collectively as the “Parties.” This Agreement is made with reference to the following facts:

A. WHEREAS, the District desires to engage Contractor to perform specified maintenance and repair services at the District’s Dixon Library, Miller Building and surrounding property located at 230 North First Street, Dixon, California 95620 (“Property”) during the 2015 to 2016 fiscal year; and

B. WHEREAS, Contractor desires to be engaged by the District; and

C. WHEREAS, the District and Contractor desire to reduce to writing the terms and conditions of the District’s engagement of Contractor.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

ARTICLE I
SERVICES TO BE PERFORMED BY CONTRACTOR

1.1 Performance Of Services.

The Contractor’s services shall consist of those services performed by the Contractor and/or Contractor’s employees as enumerated in Exhibit A to this Agreement (“Services”), which Exhibit A is incorporated herein by this reference. All such services shall be performed during the 2015 to 2016 fiscal year as directed by the District during District business hours and/or non-business hours as determined by the District and scheduled with Contractor. All such work shall conform to the District’s requirements and shall be performed to the District’s satisfaction.

1.2 Method Of Performance And General Supervision.

Contractor shall perform the Services required by this Agreement pursuant to the methods, details and means designated by the District. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Contractor’s work to ensure its conformity with the terms of this Agreement. Contractor shall not access the Property when children are present on the Property, unless supervised and/or approved by the District.

1.3 Contractor Certifications and Warranties.

Contractor makes the following certifications, representations, and warranties for the benefit of the District and Contractor acknowledges and agrees that the District, in deciding to engage Contractor pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Contractor's engagement hereunder:

(a) Contractor is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such Services as are called for hereunder.

(b) Contractor, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation, prevailing wage, and equal protection and non-discrimination laws.

**ARTICLE II
TERM AND TERMINATION**

2.1 Term.

This Agreement shall become effective on the Effective Date, July 1, 2015 and shall end on June 30, 2016 (the "Term"), unless all compensation for work performed is disbursed prior to the end of the Term in accordance with Section 3.1 below in which case the Agreement may be deemed terminated by the District, or the Agreement is earlier terminated by either Party in accordance with Section 2.2, below.

2.2 Termination.

The District may elect to terminate this Agreement, in its sole discretion, with or without cause, by providing Contractor (5) days written notice of termination prior to the end of each month. Notwithstanding the above, either Party may immediately terminate this Agreement if the other Party is in default under this Agreement. The District may terminate this Agreement immediately, without any cure period, if, in the District's sole discretion, it determines there is an immediate threat to persons or property.

**ARTICLE III
COMPENSATION**

3.1 Terms Of Payment.

In consideration for all Services to be performed by Contractor, the District agrees to pay Contractor a not to exceed amount of Eighteen Thousand Dollars (\$18,000.00) total ("Compensation"), for all services provided by Contractor as specified in Exhibit A.

Contractor shall keep a log of the services performed by Contractor each day. Contractor shall submit to the District a statement of services rendered in any month during the Term of this Agreement itemizing all maintenance and/or repair work performed during that month, within ten (10) business days after the end of that month. The District agrees to pay the amount due to Contractor for the Services on or before the end of the month following the month in which Services are performed. District shall withhold five percent (5%) of each payment, which amount shall be retained until all Services are completed to the District's satisfaction in accordance with the specifications of this Agreement.

Contractor will notify the District as soon as any unexpected circumstances arise and provide an estimate of any additional services that may be necessary, which must be approved in advance and in writing by the District as an amendment to this Agreement. Contractor shall not be compensated for any work outside of the scope of Services that is not approved in advance and in writing by the District. Contractor agrees this Agreement may be deemed fulfilled and terminated by the District prior to the end of the Term of this Agreement if all Compensation provided herein is disbursed to Contractor for Services performed prior to the end of the Term of this Agreement.

3.2 No Payroll Or Employment Taxes.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

**ARTICLE IV
OTHER OBLIGATIONS OF CONTRACTOR**

4.1 Workers Compensation And Unemployment Insurance And Licenses.

Contractor shall be responsible for providing, at Contractor's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Contractor and for Contractor's employees, agents and independent contractors, as may be required by law.

4.2 Materials And Equipment.

Contractor shall supply all labor, materials, equipment, tools, and utility and transportation services, or as approved by the District, and perform and complete all work required in connection with the Services specified in Exhibit A.

4.3 Licenses, Permits, Fees And Assessments.

Contractor shall obtain at Contractor's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Services required by this Agreement.

4.4 Insurance.

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- (1) owned, non-owned and hired vehicles;
- (2) blanket contractual;
- (3) broad form property damage;
- (4) products/completed operations; and
- (5) personal injury.

Each policy of insurance required in (b) above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.

4.5 Indemnification.

Contractor shall defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of the work or performance of service under this Agreement. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, and its officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, and its officers, employees, agents and independent contractors from every claim or

demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or this Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or materialmen of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

4.6 Conduct of Contractor.

Contractor shall take all steps necessary to insure that Contractor, its employees or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while performing the Services. Contractor shall not, and shall prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while performing the Services. Likewise, Contractor shall not, and shall prevent its employees or subcontractor's employees from bringing any animal onto the Property. Contractor shall not violate any written District policies.

4.7 Liens and Claims.

Contractor shall not permit any liens or claims to stand against the Property for labor or material furnished in connection with any Services performed by Contractor. Upon reasonable and timely notice of any such lien or claim delivered to Contractor by District, Contractor may bond and contest the validity and the amount of such lien, but Contractor will promptly pay any

judgment rendered, will promptly pay all proper costs and charges, and will have the lien or claim released at its sole expense.

4.8 Return Of District Property.

On the termination of this Agreement or whenever requested by the District, Contractor shall immediately deliver to the District all property in Contractor's possession or under Contractor's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Contractor excepted.

**ARTICLE V
PREVAILING WAGES**

5.1 Prevailing Wages.

Wage rates for these Services shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute this Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720, et seq.); (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000j, et seq.); and (3) District's Labor Compliance Program, if applicable.

**ARTICLE VI
GENERAL PROVISIONS**

6.1 Default.

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

6.2 Amendments.

The Agreement may not be altered or modified except by a writing signed by the Parties.

6.3 Status Of Contractor.

Contractor enters into this Agreement, and will remain throughout the term of the Agreement, an independent contractor. Neither Contractor nor its employees, agents or independent contractors shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Contractor's employees, agents and independent

contractors shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

6.4 Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California. Venue shall be in Solano County.

6.5 Notices.

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

To the District:	Dixon Public Library District
Attn: Steve Arozena,	230 North First Street
Library Director	Dixon CA 95620
	Facsimile: (707) 678-3515

To the Contractor:	Moreno Construction
Attn: Pedro Moreno,	505 W. First Street
Owner	
	Dixon CA 95620
	Facsimile: (707)693-0842
	Phone: (530) 908-8094

Each Party may designate in writing such other place or places that notices and demands may be given.

6.6 Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

6.7 Order of Precedence.

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Exhibit), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Exhibit.

6.8 Agreement Interpretation.

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

6.9 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

6.10 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

DIXON PUBLIC LIBRARY DISTRICT:

By: _____

Steve Arozena
Library Director

MORENO CONSTRUCTION:

By: _____

Pedro Moreno, Owner

EXHIBIT A

**MAINTENANCE SERVICES TO BE PERFORMED AT PROPERTY
DURING THE TERM OF THE AGREEMENT**

[INSERT]