

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of January 9, 2007**

AGENDA TITLE: Memorandum of Understanding (MOU) between County of El Dorado and New Faze Development

DEPARTMENT: General Services

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Jordan Postlewait

DATE: 12/11/2006

PHONE: 5330



Postlewait 12/28/06

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of General Services recommends the Board:

- 1) Approve Memorandum of Understanding between County of El Dorado and New Faze Development, and authorize chairman to execute same; and
- 2) Authorize the Auditor-Controller to establish an appropriate account for the deposit of developer funds; and
- 3) Direct General Services to return to the Board on January 23, 2007 with budget transfer to appropriate the funds.

CAO RECOMMENDATIONS:

*Recommend approval. Laura S. Hill
12/28/06*

Financial impact? Yes No

Funding Source: Gen Fund Other

BUDGET SUMMARY:

Other: Developer Contribution

Total Est. Cost _____

CAO Office Use Only:

Funding

4/5's Vote Required Yes No

Budgeted _____

Change in Policy Yes No

New Funding \$880,240.00

New Personnel Yes No

Savings _____

CONCURRENCES:

Other _____

Risk Management

Total Funding \$880,240.00

County Counsel

Change in Net County Cost

Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04:05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

Airports Parks and Grounds Division

Jordan Postlewait, Manager

(530) 621-5684

December 27, 2006

Board of Supervisors
330 Fair Lane
Placerville, Ca. 95667

Re: Memorandum of Understanding (MOU) between County of El Dorado and New Faze Development

Dear Board Members:

Recommendation:

The Department of General Services recommends the Board:

- 1) Approve Memorandum of Understanding between County of El Dorado and New Faze Development, and authorize chairman to execute same; and
- 2) Authorize the Auditor-Controller to establish an appropriate account for the deposit of developer funds; and
- 3) Direct General Services to return to the Board on January 23, 2007 with budget transfer to appropriate the funds.

Reason for Recommendation:

New Faze development requests emergency access from proposed Astoria Estates Subdivision to the Placerville Airport to allow unencumbered access of emergency vehicles only, through airport property. As Developer of the subdivision, New Faze Development has agreed to pay for the design and construction of the emergency access road together with that portion of the airport service road extending from the subdivision to the existing airport parking apron. A Memorandum of Understanding has been prepared, between County of El Dorado and New Faze Development to establish the procedure for New Faze Development, to fund their portion of the work. The MOU has been reviewed and approved by County Counsel and Risk Management.

The project benefits the County in that it assists in removing obstructions at the east end of the runway and provides the initial phase of development for a new hanger development area, to be located on the northeast end of the airport property.

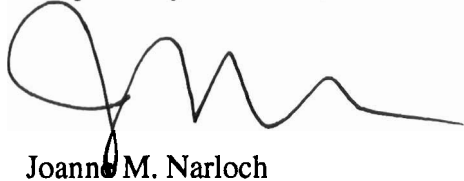
Fiscal Impact:

The requested action of approving the MOU requires that New Faze Development deposit with the County the sum of \$880,240.00, representing Engineer's estimate for construction of the Service Road and Emergency Access Road portion of the Project.

Action To Be Taken Following Approval:

1. General Services will provide the original Memorandum of Understanding to the Board Clerk for Chairman's signature and distribution.
2. Auditor-Controller to establish an appropriate account for the deposit of developer funds.
3. General Services will prepare a budget transfer and return to the Board on January 23, 2007.
4. Within 30 days of the effective date of this MOU, New Faze Development will deposit with the County the sum of \$880,240.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joanne M. Narloch', written over a light gray rectangular background.

Joanne M. Narloch
Director

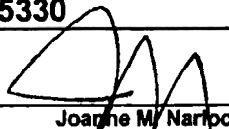
JMN: jlp

CONTRACT ROUTING SHEET

Date Prepared: 10/19/06

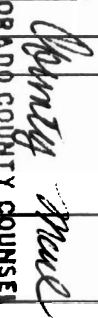
Need Date: 10/27/06

PROCESSING DEPARTMENT:

Department: General Services
Dept. Contact: Jordan Postlewait
Phone #: 5330
Department Head Signature: 
Joanne M. Narloch, Director

CONTRACTOR:

Name: _____
Address: _____
Phone: _____

2006 OCT 19 PM 3:27
EL DORADO COUNTY COUNSEL


CONTRACTING DEPARTMENT: General Services

Service Requested: Review of MOU between County of El Dorado and New Faze Development

Contract Term: _____ Contract/Amendment Value: _____

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 10/19/06 By: D. Livingston DM
Approved: _____ Disapproved: _____ Date: _____ By: _____

* MINOR REVISIONS

ASSIGNMENT
DATE 10/19/06
ATTORNEY Rebecca S
DEPT. INDEX NO. 143580

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 11/1/06 By: Costello
Approved: _____ Disapproved: _____ Date: _____ By: _____

OCT 30 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

Memorandum of Understanding Between County of El Dorado and New Faze Development

Whereas, New Faze Development requests emergency access from proposed Astoria Estates Subdivision to the Placerville Airport, and the County of El Dorado agrees to allow unencumbered access, of emergency vehicles only, through the airport property, the following Memorandum of Understanding (MOU) between the County of El Dorado (COUNTY) and New Faze Development (NEW FAZE) shall govern:

1. COUNTY will construct, own, and maintain access roads, emergency service road, hangar development area, and obstruction removal project as included in plans and specifications prepared by Reinard W. Brandley, Consulting Airport Engineer, entitled, *"Placerville Airport, Placerville, El Dorado County, California, Bid Schedule A - Obstruction Removal Grading, Taxilane Paving, AIP No. 3-06-0188-08, Bid Schedule B – Service Road and Emergency Access Road Construction, Bid Schedule C – Total Project (Schedules A and B), AIP No. 3-06-0188-08, Bid #07-968-034"* (PLANS).
2. NEW FAZE shall fund and reimburse the COUNTY for the total cost of construction of Project *AIP No. 3-06-0188-08*, including, but not limited to, all costs for labor, materials, and equipment (the "Costs"). Within 30 days of the effective date of this MOU, NEW FAZE shall deposit with the County the sum of \$880,240 representing engineer's estimate for construction of the Project. Money deposited within the County shall not bear interest. If costs are incurred in excess of deposits made hereunder, New Faze shall deposit additional funds as required by COUNTY within ten (10) calendar days following the COUNTY'S written request. In the event that New Faze fails to make any such deposit in a timely manner, COUNTY may, after providing a written notice of said failure, order a cessation of further work on the Project or resort to any bonds, securities or letter of credit posted by NEW FAZE to guarantee construction of the project. Upon completion of the Project or termination of the MOU, the COUNTY shall promptly return to NEW FAZE the difference between the COUNTY's Costs, as set forth above, and the amount of the deposit, if any.
3. COUNTY will bid, award, and monitor contract for construction of work included in the PLANS.
4. NEW FAZE will unconditionally transfer any claim of ownership of any portion of the project shown on the PLANS to COUNTY at no cost to COUNTY.
5. COUNTY will irrevocably allow emergency vehicles (fire, police, ambulance, airport) free access to the emergency service and access roads to and from the Astoria Estates subdivision to be developed by NEW FAZE.
6. Public access will be denied on the emergency service road.
7. NEW FAZE will allow airport and emergency vehicles supplemental access to and from the airport through the subdivision and the emergency service road.

8. Prior to award of the construction contract for construction of the project included in the PLANS, NEW FAZE will guarantee to the COUNTY with written guarantee in the form of bonds, securities, letters of credit, or other guarantee acceptable to the COUNTY, that NEW FAZE will pay all costs incurred in construction of the Project, as such costs are stated in the County's contract for the work with its third-party contractor, subject to ordinary change orders as may be needed during the course of the work, including any claims for additional payment in excess of the amount initially deposited pursuant to Paragraph 2 herein.
9. Engineering fees for design and construction monitoring of work included in the PLANS for Schedule B work will be paid separately by NEW FAZE.
10. To the fullest extent allowed by law, NEW FAZE shall defend, indemnify, and hold COUNTY harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to, County employees and members of the public, damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of the use by employees of NEW FAZE of the COUNTY's emergency service and access roads as contemplated by this MOU. This duty to indemnify and save the COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.
11. NEW FAZE agrees that the COUNTY shall have clear undivided ownership of the roads and hangar development area after construction without any payment by the COUNTY to NEW FAZE.
12. The County Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Airports, Parks and Grounds Manager, General Services Department, or successor.

The parties to this agreement warrant and represent that the undersigned individuals executing this agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

COUNTY OF EL DORADO

Dated: _____

James R. Sweeney, Chairman
Board of Supervisors

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____

NEW FAZE DEVELOPMENT

Dated: _____

By _____
Name
Title

Dated: _____

Corporate Secretary