

RESOLUTION NO. OB-17

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH ZELLER APPRAISAL SERVICES, INC.

WHEREAS, the Successor Agency of the Scotts Valley Redevelopment Agency (Successor Agency) owns three parcels in the City of Scotts Valley Town Center Specific Plan Area; and

WHEREAS, the Town Center Specific Plan Area provides that the properties will be developed as a mixed use project; and

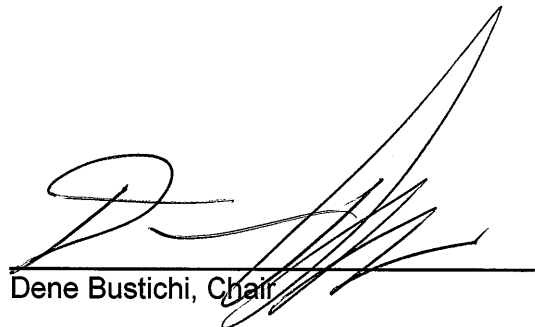
WHEREAS, the Successor Agency plans to sell the properties for such a development; and

WHEREAS, these parcels are required to be appraised of their value prior to selling them in accordance with the Long Range Property Management Plan previously approved by the Successor Agency and its Oversight Board; and

NOW, THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS that the Executive Director of the Successor Agency is authorized to execute the agreement with Zeller Appraisal Services, Inc. attached to this resolution as Exhibit A.

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2014.

AYES: Dilles, Kates, McPherson, Ziel
NOES: None
ABSENT: Bustichi, Cabigas, Clark
ABSTAIN: None


Dene Bustichi, Chair

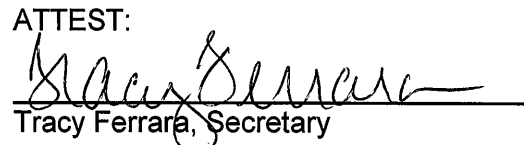
ATTEST:

Tracy Ferrara, Secretary

EXHIBIT A

**SUCCESSOR AGENCY OF THE SCOTTS VALLEY REDEVELOPMENT AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES WITH
ZELLER APPRAISAL SERVICES, INC.**

**SUCCESSOR AGENCY OF THE
SCOTTS VALLEY REDEVELOPMENT AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is made and entered into as of January 22, 2014, by and between the Successor Agency of the Scotts Valley Redevelopment Agency, a body politic, hereinafter referred to as "AGENCY", and Zeller Appraisal Services, Inc., hereinafter referred to as "CONSULTANT".

RECITALS

- A. AGENCY desires to retain Consultant for certain professional services as set forth in this Agreement.
- B. CONSULTANT is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- C. CONSULTANT possesses the skill, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, AGENCY and CONSULTANT agree as follows:

AGREEMENT

- 1. **Employment of CONSULTANT:** AGENCY agrees to, and hereby does, retain and employ CONSULTANT to perform the professional services as outlined in the Scope of Work attached hereto and incorporated herein as Exhibit "A". CONSULTANT'S work product shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 2. **Responsible Personnel:** AGENCY has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. Primary personnel responsible for the completion of the work described in this Agreement shall be Ron Zeller, whose address is 303 Potrero Street, Suite 29-303, Santa Cruz, CA 95060; telephone: (831) 465-6570; fax: (831) 460-2747.
- 3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner.
- 4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the AGENCY. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.
- 5. **Compensation:** CONSULTANT shall accept compensation for services performed as set forth in Section 3 in an amount not to exceed \$12,000. Such compensation shall be paid upon the completion of the services set forth in Section 3.

Payments to CONSULTANT shall be made upon invoices submitted by CONSULTANT to AGENCY for review and approval. Invoices will be paid by AGENCY within a reasonable time after said approved invoices are received.

6. **Indemnity:** CONSULTANT shall hold harmless, indemnify and defend AGENCY, its elective and appointive boards, commissions, officers, agents, servants, volunteers, and employees from and against any and all claims, costs, damages, liability, losses, or suits (including court costs and attorney fees) for personal injury (including death), property damage and any other damages of any sort whatsoever, arising out of, or alleged to have arisen out of, the willful or negligent acts, errors, or omissions of CONSULTANT or CONSULTANT'S contractors, subcontractors, agents, or employees in the performance of this Agreement. This indemnity shall not apply to a) claims brought by CONSULTANT for default of this Agreement, or (b) claims brought by AGENCY or any third party where the underlying injury or damage is finally determined by a court of competent jurisdiction to arise solely from the negligent or willful misconduct of AGENCY.

AGENCY shall hold harmless and indemnify CONSULTANT from any damage which may be caused to the AGENCY's computer network system.

7. **Termination:** This Agreement may be terminated by the AGENCY immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, CONSULTANT shall be entitled to compensation for services performed up to the effective date of termination.

CONSULTANT shall accept, for itself, as full payment for services rendered and all work to be done and performed hereunder and in complete satisfaction of all claims against AGENCY by reason of voluntary abandonment or suspension of work or termination of the Agreement, the sum determined on an hourly basis in accordance with the provisions of this Agreement, or any modification or amendment thereto, plus all direct expenses incurred, including those expenses incurred which are directly attributable to the incomplete portion of the work which could not be canceled.

In the event of termination, CONSULTANT shall deliver as a condition to the payment of the compensation provided for above, or otherwise make available to AGENCY, all research data, reports, estimates, summaries, and other such information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process in accordance with Section 8 of this Agreement.

8. **Documents:** Notes, studies, charts, computations, electronic files, and other data and information obtained by CONSULTANT for this project shall, upon receipt of payment for services rendered, be made available to AGENCY by CONSULTANT at AGENCY'S request and shall become the property of AGENCY. In the event AGENCY alters the document, AGENCY agrees CONSULTANT shall have no responsibility whatsoever for any claim arising out of, or alleged to have arisen out of, use of the altered document,

All plans, studies, documents, charts, computations, and electronic files prepared by and for CONSULTANT, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the AGENCY upon payment to CONSULTANT for such work, and the AGENCY

shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or to any other party. CONSULTANT shall, at CONSULTANT'S expense, provide such reports, plans, studies, documents and other writings to AGENCY upon written request.

9. **Independent Contractor:** CONTRACTOR is an independent contractor retained by AGENCY to perform the work described herein. ALL personnel employed by CONSULTANT are not and shall not be deemed to be employees of AGENCY. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to AGENCY'S employees, and CONSULTANT hereby expressly waives any claim it may have to such rights. CONSULTANT shall comply with all state and federal laws pertaining to employment and compensation of its employees and its agents, including the provision of Workers' Compensation.

10. **Licenses:** CONSULTANT represents and warrants to AGENCY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONSULTANT to practice its profession. CONSULTANT represents and warrants to AGENCY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of CONSULTANT to practice its profession. Consultant shall maintain a City of Scotts Valley business license.

11. **Assignment:** The parties recognize that a substantial inducement to AGENCY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Assignments of any or all rights, duties or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the AGENCY. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the AGENCY. If the AGENCY consents to such subcontract, CONSULTANT shall be fully responsible to AGENCY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between AGENCY and subcontractor nor shall it create any obligation on the part of the AGENCY to pay or to see to the payment of any monies due to any such contractor other than as otherwise required by law.

12. **Binding on Successors:** This Agreement is binding on the heirs, successors and assigns of the parties hereto.

13. **Amendment:** This Agreement may be amended, modified or changed by the parties, provided that said Agreement, modification or change is in writing and approved by the authorized representative of the parties.

14. **Applicable Law and Attorney's Fees:** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Santa Cruz. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of the Agreement, the prevailing party of such action shall be entitled to recover its reasonable litigation expenses, including attorney fees.

15. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement have been participated in by each of the parties and/or their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by all parties.

16. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement.

17. **Severability:** If any term or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

WITNESS WHEREOF this Agreement is executed by AGENCY and by CONSULTANT on this 22nd day of January, 2014, at Scotts Valley, California.

CONSULTANT:

SUCCESSOR AGENCY OF SCOTTS
VALLEY REDEVELOPMENT AGENCY:

Ron Zeller, Principal

Stephen Ando, Executive Director

APPROVED AS TO FORM:

ATTEST:

Kirsten M. Powell, Agency Counsel

Tracy Ferrara, Secretary

**Successor Agency of the
Scotts Valley Redevelopment Agency**

Blue Bonnet Lane

APN 022-601-01

Kings Village Road

APN 022-211-36

APN 022-231-03

Mount Hermon Road

Sparks Drive

