



Legislation Text

File #: 24-629, Version: 1

Memorandum

Date: June 4, 2024

To: The Honorable Bruno Sabatier, Chair, Lake County Board of Supervisors

From: Susan Parker, County Administrative Officer
Lisa Judd, Deputy County Administrative Office - Housing

Subject: (a) Rescind the Agreement Between the County of Lake and PlaceWorks in the Not-to-Exceed Amount of \$253,520.00 for Lake County Housing Action and Implementation Plan Services (Approved April 16, 2024); (b) Approve the Revised Agreement (Change to Indemnification and Hold Harmless Clause, Only) Between the County of Lake and PlaceWorks in the Not-to-Exceed Amount of \$253,520.00, and Authorize the Chair to Sign

Executive Summary:

On April 16, 2023, your Board approved the agreement between the County of Lake and PlaceWorks in the amount of \$253,520 for Lake County Housing Action and Implementation Plan Services. PlaceWorks asked for a revision of language under Item 5 of the agreement, which has been approved by County Counsel and included in the attached contract.

Previous Verbiage:

5. INDEMNIFICATION AND HOLD HARMLESS.

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Contractor's obligations under this Section shall survive the termination of the Agreement.

Proposed Verbiage

5. INDEMNIFICATION AND HOLD HARMLESS.

*Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including **reasonable** attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents,*

to the extent arising out of Contractor's operations hereunder or the **negligent** performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Contractor's obligations under this Section shall survive the termination of the Agreement.

Staff recommends your Board Rescind the Agreement Between the County of Lake and PlaceWorks in the Not-to-Exceed Amount of \$253,520.00 for Lake County Housing Action and Implementation Plan Services (Approved April 16, 2024); and Approve the Revised Agreement (Change to Indemnification and Hold Harmless Clause, Only) Between the County of Lake and PlaceWorks in the Not-to-Exceed Amount of \$253,520.00.

If not budgeted, fill in the blanks below only:

Estimated Cost: \$253,520_ Amount Budgeted: \$300,000 Additional Requested: \$ N/A Future Annual Cost: \$ N/A

Purchasing Considerations (check all that apply):

☐ Not applicable

☒ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (describe process undertaken in "Executive Summary")

☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (rationale in "Executive Summary," attach documentation, as needed)

☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <<http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf>> ("Yes," if checked)

☐ Other (Please describe in Executive Summary)

Consistency with Vision 2028 <<http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm>>

(check all that apply):

☐ Not applicable

☒ Well-being of Residents

☐ Public Safety

☒ Disaster Prevention, Preparedness, Recovery

☒ Economic Development

☒ Infrastructure

☒ County Workforce

☒ Community Collaboration

☐ Business Process Efficiency

☒ Clear Lake

Recommended Action: (a) Rescind the Agreement Between the County of Lake and PlaceWorks in the Not-to-Exceed Amount of \$253,520.00 for Lake County Housing Action and Implementation Plan Services (Approved April 16, 2024); (b) Approve the Revised Agreement (Change to Indemnification and Hold Harmless Clause, Only) Between the County of Lake and PlaceWorks in the Not-to-Exceed Amount of \$253,520.00, and Authorize the Chair to Sign.