

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

**CONSULTANT SERVICES AGREEMENT FOR REDEVELOPMENT AGENCY
DISSOLUTION PURPOSES**

Summary Statement:

Currently, there is an existing need to retain the services of Emily Wong, as an interim employee for a limited duration, to carry out specific duties and responsibilities under the direction of the Town Manager and as outlined in the Scope of Services under Exhibit 1 of the attached Employment Agreement. Compensation is intended be funded through a combination of U.S. Department of Housing and Urban Development (HUD) grants as well as redevelopment funds. Although the Agreement has been approved by the Town Manager, AB 1X 26 requires that all charges to be paid by the successor agency be identified in the Recognized Obligation Payment Schedule (ROPS). A portion of Ms. Wong's work will be related to implementing activities designated in the EOPS as well as winding down the affairs of the Apple Valley Redevelopment Agency which are therefore eligible to be funded by tax increment. The balance of her responsibilities will be to administer and carry out HUD funded housing activities.

A copy of the agreement is provided for your review and information.

Staff recommends adoption of the form motions.

Recommended Action:

That the Town Council:

1. Approve the Town Manager's recommendation to execute a temporary employment agreement with the Town of Apple Valley and Emily Wong for the purposes of consulting on the dissolution of the Redevelopment Agency and related matters.

2. Amend the ROPS to include the employment agreement between the Town of Apple Valley and Emily Wong.

Proposed by: Economic Development & Housing Div. Item Number _____

T. M. Approval: _____ Budgeted Item Yes No N/A

**THE TOWN OF APPLE VALLEY
INTERIM MANAGER OF ECONOMIC DEVELOPMENT & HOUSING
EMPLOYMENT AGREEMENT**

This AGREEMENT (hereinafter referred to as "Agreement") for interim employment is made and entered into between EMILY WONG (hereinafter referred to as "Employee") and the TOWN OF APPLE VALLEY, a municipality organized under the laws of the State of California (hereinafter referred to as "Town"), in order to provide, in writing, the terms and conditions of interim employment with the Town. Town and Employee are sometimes referred to herein as "Party" and collectively as "Parties."

WHEREAS, Government Code section 21221 and 21224 provide that a public agency contracting with the California Public Retirement system (CalPERS) may appoint a retired employee under CalPERS to a position deemed by the governing body to be of limited duration and requiring specialized skills, subject to certain limitations and restrictions on the pay rate and the hours of employment for such appointee;

WHEREAS, Employee is a retired employee under CalPERS; and

WHEREAS, the Town Council has determined in accordance with Government Code sections 21221 and 21224 that Employee possess specialized skills that are needed by the Town for a limited duration.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Interim Employment

Town agrees to hire Employee as Interim Manager of Economic Development & Housing on an interim basis commencing on January 3, 2012 and Employee agrees and does accept employment upon the terms and conditions set forth herein.

2. Duties and Obligations of Employee

Employee agrees to perform the functions and duties of Interim Manager of Economic Development & Housing under the direction of the Town Manager as set forth in Exhibit 1 and the Municipal Code or by Resolution of the Town of Apple Valley and such other functions and duties as may be established or directed by the Town Manager or designee. Employee agrees to perform all such functions and duties to the best of his ability and in a lawful, efficient, and competent manner, in accordance with the policies adopted by the Town Council, Town Manager, and applicable local, state, and federal laws. In addition, Employee agrees that she will not engage in any activity that would pose a conflict of interest with that business and that she will not misuse, nor improperly disclose, any confidential or other proprietary information of Town.

3. Compensation and Benefits

Employee shall receive an hourly rate of \$75.00 per hour, payable at the same time and in the same manner as other employees of Town are paid. Additionally, Employee shall receive mileage reimbursement at the approved IRS reimbursable rate at the time the mileage is incurred for all travel associated with the interim position to include miles to and from the Town for onsite meetings. Employee shall not be provided any benefits except those required by law.

4. Work Schedule

Employee shall coordinate her work schedule with the Assistant Town Manager, Economic and Community Development, subject to the limitations required under Government Code sections 21221 and 21224.

5. Termination of Agreement

The Parties hereby expressly agree that the employment relationship created by this Agreement is "at will" and either Town or Employee may terminate the relationship for any reason, with or without cause, at any time upon giving the other party two (2) weeks written notice. In addition, and notwithstanding any other provision of this Agreement or any ordinance, resolution or policy of Town, Employee hereby acknowledges and agrees that Employee shall not be entitled to any hearing or due process rights in connection with any termination action undertaken against Employee by Town, and that this Agreement sets forth the only terms and conditions applicable to the termination of Employee's employment.

6. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

7. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between Town and Employee. This Agreement contains all of the covenants and agreements between the Parties with respect to Employee's employment by Town in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.

8. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Notices

A. Any notice to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the following respective address:

Town of Apple Valley
Attn: Town Manager
14955 Dale Evans Parkway
Apple Valley, CA 92307

Emily Wong
23119 Giant Fir Place
Canyon Lake, CA 92587

B. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date of mailing, plus two (2) days.

10. Assistance of Counsel

Each Party to this Agreement warrants to the other Party that it has either had the assistance of Counsel in negotiations for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 3rd day of January, 2012.

EMPLOYEE

By: _____
Emily Wong
Employee

TOWN OF APPLE VALLEY

By: _____
Frank Robinson
Town Manager

EXHIBIT 1

“SCOPE OF SERVICES”

Emily Wong will provide economic development and housing support services for the Town of Apple Valley (“TOAV”) and the Successor Agency (“S.A.”), on an as-needed basis, to include review, analysis, development and coordination of specific programs and activities, budget preparation, contract negotiation, preparation of reports, and attendance at meetings as they relate to the S.A., and dissolution of the Apple Valley Redevelopment Agency (“AVRDA”). The scope of services may include the following areas:

1. Assist in winding down the affairs of the AVRDA, and assist with implementation of the activities and duties of the S.A.
2. Budget review and preparation.
3. Oversee the development of the 2012-2016 Five Year Consolidated Plan and Analysis of Impediments to Fair Housing. May include development of Action Plan, review of CDBG applications, coordinating CDCAC review and council staff reports/public hearing/presentations as they relate to the TOAV and/or S.A. housing function(s).
4. Oversee the Veolia Bio-Solids Project – coordinate due diligence process and assist client in identifying site location, contract negotiations, identification of infrastructure needs.
5. Pursue other economic development leads, as assigned by the TOAV.
6. Coordinate the development of the 50-unit AMCAL Project – develop and negotiate DDA, attend meetings, oversee and review RSG financial analyses for the TOAV and/or the S.A.
7. Implement NSP Program – acquisition of NSP eligible vacant parcels for future development of affordable housing, negotiations with Housing Partners I to acquire and rehabilitate small scattered vacant rental units in foreclosure in support of the housing function(s) of the TOAV and/or S.A.
8. Research and develop grant funding opportunities such as EDA, Section 108 for the S.A.
9. Complete trade marking the new S.A./TOAV logo.
10. Close out Rehab-Financial claim.