

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

302B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
December 20, 2011

**SUBJECT:** Temescal Creek Floodplain Acquisition  
Project No. 2-0-00052  
Consulting Services Agreement

**RECOMMENDED MOTION:**

1. Approve the Agreement between the District and California Property Specialists, Inc. (Consultant);
2. Authorize the Chairman to execute the Agreement on behalf of the District; and
3. Authorize the District's General Manager-Chief Engineer to extend the Agreement for an additional fiscal year.

**BACKGROUND:**

See Page 2.

KEC:bjj

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	F.Y. 2011-12 District Cost:	\$150,000	In F.Y. 2011-12 Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Net District Cost:	\$288,000	For Fiscal Years: 2011-12, 2012-13	

<b>SOURCE OF FUNDS:</b> 25120 947420 525440 Zone 2 – Construction-Maintenance-Misc	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b> <input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Alex Gann

**County Executive Office Signature**

- Dep't Recomm.:  Consent  Policy
- Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.:

District 1st

Agenda Number:

11.2

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
DAN M. CHANG, FINANCIAL DIRECTOR  
12/6/2011  
WARREN D. WILLIAMS

FORM APPROVED COUNTY COUNSEL  
DATE  
BY: NEAL R. KIPNIS

Departmental Concurrence

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** Temescal Creek Floodplain Acquisition  
Project No. 2-0-00052  
Consulting Services Agreement

**SUBMITTAL DATE:** December 20, 2011

**Page 2**

**BACKGROUND:**

The Agreement sets forth the terms and conditions by which the Consultant shall perform consulting services for the District's Temescal Creek Floodplain Acquisition. The District prepared and sent a Request for Proposal (RFP) to known vendors. The RFP requested the services of a consultant to acquire necessary parcels located within or near the Temescal Creek Floodplain, more specifically, east of the 15 freeway near the southerly border of the city of Corona running in a southeasterly direction to Lake Street near Lake Elsinore. All qualifying bids were evaluated based on pre-established criteria. The Consultant was selected as the most qualifying consultant after evaluation of all of the proposals submitted for consideration in the RFP process.

The Consultant shall provide professional acquisition services including but not limited to: coordinating and obtaining appraisal and appraisal review reports, reviewing of preliminary title reports, providing acquisition services, procuring settlements and facilitating closings, and keeping complete files as they proceed.

County Counsel has approved the Agreement as to legal form and the Consultant has executed the Agreement.

**FINANCIAL:**

Sufficient funds are included in District's Budget for Fiscal Year 2011-12 and will be included in the proposed budget for FY 2012-13.

KEC:blj  
P8/142057

CONSULTING SERVICES AGREEMENT

Temescal Creek Floodplain Acquisition

Project No. 2-0-00052

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION

DISTRICT, hereinafter called "DISTRICT", and CALIFORNIA PROPERTY SPECIALISTS, INC., hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT - CONSULTANT shall provide professional services in support of DISTRICT'S acquisition of real property for the Temescal Creek Floodplain Acquisition (Project No. 2-0-00052), hereinafter called "PROJECT", as further described in CONSULTANT'S Scope of Services attached hereto as Attachment "A" and made a part hereof, and in accordance with applicable Federal, State, and local laws and regulations.
2. SCOPE OF SERVICES - DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including but not limited to expertise, labor, material, equipment, transportation, supervision, and other incidental services to fully and adequately perform and complete in a skillful and professional manner those consulting services set forth in Attachment "A", and CONSULTANT agrees to perform said services within the time limits specified herein. CONSULTANT shall not perform any additional work except as directed by DISTRICT in writing.
3. TIME FOR PERFORMANCE - CONSULTANT shall commence performance of service upon receipt of a written Notice to Proceed from DISTRICT and shall diligently perform services to full completion in a timely manner. The terms and conditions of this Agreement shall start on the date the Agreement is executed by DISTRICT'S Board of Supervisors, and end on June 30, 2013 with an option for a one (1) year time

1 extension. This Agreement may be extended for an additional year by mutual written  
2 consent of DISTRICT and CONSULTANT.

3 4. COMPENSATION - DISTRICT shall pay CONSULTANT for actual services  
4 satisfactorily performed and expenses incurred in accordance with Attachment A and  
5 CONSULTANT'S 2011 Hourly Fee Structure, attached hereto as Attachment "B" and  
6 made a part hereof. CONSULTANT shall invoice DISTRICT for completion of  
7 "Tasks" as shown on CONSULTANT'S Right of Way Cost Proposal Spreadsheet,  
8 attached hereto as Attachment "C" and made a part hereof. The total amount paid to  
9 CONSULTANT under this Agreement and any extension thereof shall not exceed a  
10 total sum of two hundred eighty eight thousand dollars (\$288,000). Except as  
11 specifically provided for and stated in this Agreement or Attachment C, DISTRICT  
12 shall not be responsible for payment of any of CONSULTANT'S expenses related to  
13 this Agreement.  
14

15 5. PAYMENT - Upon satisfactory performance of CONSULTANT'S services as set forth  
16 herein, DISTRICT shall pay CONSULTANT within thirty (30) days after DISTRICT'S  
17 receipt of CONSULTANT'S appropriate invoice. CONSULTANT shall keep employee  
18 and expense records according to customary accounting methods and such records shall,  
19 upon request, be made available for inspection by DISTRICT to verify the invoices of  
20 CONSULTANT. All invoices shall itemize charges to conform with the portion(s) of  
21 work and costs as set forth in Attachment "A" and Attachment "C".  
22

23 6. LICENSES - At all times while performing services under this Agreement  
24 CONSULTANT, its employees, agents, contractors and subcontractors shall maintain  
25 professional licenses required by the laws of the State of California including but not  
26 limited to Chapter 7 of the Business and Professional Code.  
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1 7. PERMITS AND RIGHTS OF ENTRY - DISTRICT shall obtain all rights of entry as  
 2 may be required to allow CONSULTANT to perform the proposed consulting services  
 3 within and upon privately-owned property. All permits and rights of entry as may be  
 4 required from any and all other affected public entities shall be obtained by  
 5 CONSULTANT. Sufficient evidence of having obtained such permits and/or rights of  
 6 entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work.  
 7 CONSULTANT will prosecute the work in such a manner as to minimize public  
 8 inconvenience and possible hazard, and will restore the streets and other work areas to  
 9 their original condition and former usefulness as soon as practicable. CONSULTANT  
 10 shall be responsible for the protection of public and private property adjacent to the  
 11 work and shall exercise due caution to avoid damage to such property.

13 8. NOTICES - Any and all notices sent or required to be sent to the parties of this  
 14 Agreement will be mailed by first class mail, postage prepaid, to the following  
 15 addresses:

17 RIVERSIDE COUNTY FLOOD CONTROL	CALIFORNIA PROPERTY
17 AND WATER CONSERVATION DISTRICT	SPECIALISTS, INC.
18 1995 Market Street	27782 Vista Del Lago, Suite C29
18 Riverside, CA 92501	Mission Viejo, CA 92682
19 Attn: Right of Way Acquisition Section	Attn: Burt Presnell

20 9. INSURANCE - CONSULTANT shall not commence operations until DISTRICT has  
 21 been furnished with original Certificate(s) of Insurance and certified original copies of  
 22 Endorsements and if requested, certified original policies of insurance including all  
 23 endorsements and any and all other attachments as required in this Section. Without  
 24 limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT  
 25 harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its  
 26

1 sole cost and expense, the following insurance coverages during the term of this  
2 Agreement:

3 A. Workers' Compensation:

4 If CONSULTANT has employees as defined by the State of California,  
5 CONSULTANT shall maintain statutory Workers' Compensation Insurance  
6 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
7 include Employers' Liability (Coverage B) including Occupational Disease with  
8 limits not less than \$1,000,000 per person per accident. Policy shall be endorsed  
9 to waive subrogation in favor of the Riverside County Flood Control and Water  
10 Conservation District, the County of Riverside, its agencies, districts, special  
11 districts, and departments, their respective directors, officers, Board of  
12 Supervisors, employees, elected or appointed officials, agents or representatives  
13 and, if applicable, to provide a Borrowed Servant/Alternate Employer  
14 Endorsement.  
15

16 B. Commercial General Liability:

17 Commercial General Liability insurance coverage, including but not limited to,  
18 premises liability, contractual liability, products and completed operations  
19 liability, personal and advertising injury, and cross liability coverage, covering  
20 claims which may arise from or out of CONSULTANT'S performance of its  
21 obligations hereunder. Policy shall name the Riverside County Flood Control and  
22 Water Conservation District, the County of Riverside, its agencies, districts,  
23 special districts, and departments, their respective directors, officers, Board of  
24 Supervisors, employees, elected or appointed officials, agents or representatives  
25 as additional insureds. Policy's limit of liability shall not be less than \$1,000,000  
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1 per occurrence combined single limit. If such insurance contains a general  
2 aggregate limit, it shall apply separately to this Agreement or be no less than two  
3 (2) times the occurrence limit.

4 C. Vehicle Liability:

5 If vehicles or mobile equipment are used in the performance of the obligations  
6 under this Agreement, then CONSULTANT shall maintain liability insurance for  
7 all owned, non-owned or hired vehicles so used in an amount not less than  
8 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
9 general aggregate limit, it shall apply separately to this Agreement or be no less  
10 than two (2) times the occurrence limit. Policy shall name the Riverside County  
11 Flood Control and Water Conservation District, the County of Riverside, its  
12 agencies, districts, special districts, and departments, their respective directors,  
13 officers, Board of Supervisors, employees, elected or appointed officials, agents  
14 or representatives as additional insureds.  
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16 D. Professional Liability:

17 CONSULTANT shall maintain Professional Liability Insurance providing  
18 coverage for CONSULTANT'S performance of work included within this  
19 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and  
20 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability  
21 Insurance is written on a claims made basis rather than an occurrence basis, such  
22 insurance shall continue through the term of this Agreement and CONSULTANT  
23 shall purchase at his sole expense either 1) an Extended Reporting Endorsement  
24 (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer  
25 with a retroactive date back to the date of, or prior to, the inception of this  
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1 Agreement; or 3) demonstrate through Certificates of Insurance that  
2 CONSULTANT has maintained continuous coverage with the same or original  
3 insurer. Coverage provided under items: 1), 2), or 3) will continue as long as the  
4 law allows.

5 E. General Insurance Provisions – All Lines:

- 6 i. Any insurance carrier providing insurance coverage hereunder shall be  
7 admitted to the State of California and have an A.M. BEST rating of not  
8 less than an A: VIII (A: 8) unless such requirements are waived, in writing,  
9 by the County Risk Manager. If the County Risk Manager waives a  
10 requirement for a particular insurer such waiver is only valid for that  
11 specific insurer and only for one policy term.
- 12
- 13 ii. The CONSULTANT must declare its insurance self-insured retention for  
14 each coverage required herein. If any such self-insured retention exceeds  
15 \$500,000 per occurrence each such retention shall have the prior written  
16 consent of the County Risk Manager before the commencement of  
17 operations under this Agreement. Upon notification of self-insured retention  
18 deemed unacceptable to the DISTRICT, and at the election of the County  
19 Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate  
20 such self-insured retention with respect to this Agreement with DISTRICT,  
21 or 2) procure a bond which guarantees payment of losses and related  
22 investigations, claims administration, and defense costs and expenses.
- 23
- 24 iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT  
25 with 1) a properly executed original Certificate(s) of Insurance and certified  
26 original copies of Endorsements effecting coverage as required herein; and  
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1 2) if requested to do so orally or in writing by the County Risk Manager,  
2 provide original certified copies of policies including all Endorsements and  
3 all attachments thereto, showing such insurance is in full force and effect.  
4 Further, said Certificate(s) and policies of insurance shall contain the  
5 covenant of the insurance carrier(s) that thirty (30) days written notice shall  
6 be given to DISTRICT prior to any material modification, cancellation,  
7 expiration or reduction in coverage of such insurance. In the event of a  
8 material modification, cancellation, expiration or reduction in coverage, this  
9 Agreement shall terminate forthwith, unless DISTRICT receives, prior to  
10 such effective date, another properly executed original Certificate of  
11 Insurance and original copies of Endorsements or certified original policies,  
12 including all endorsements and attachments thereto, evidencing coverages  
13 set forth herein and the insurance required herein is in full force and effect.  
14 An individual authorized by the insurance carrier to do so on its behalf shall  
15 sign the original endorsements for each policy and the Certificate of  
16 Insurance.  
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19 iv. It is understood and agreed by the parties hereto that CONSULTANT'S  
20 insurance shall be construed as primary insurance, and DISTRICT'S  
21 insurance and/or deductibles and/or self-insured retentions or self-insured  
22 programs shall not be construed as contributory.

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24 v. If, during the term of this Agreement or any extension thereof, there is a  
25 material change in the scope of services or there is a material change in the  
26 equipment to be used in the performance of the scope of work which will  
27 add additional exposures (such as the use of aircraft, watercraft, cranes, etc.);  
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1 or the term of this Agreement, including any extensions thereof, exceeds five  
2 (5) years, DISTRICT reserves the right to adjust the types of insurance  
3 required under this Agreement and the monetary limits of liability for the  
4 insurance coverages currently required herein, if, in the County Risk  
5 Manager's reasonable judgment, the amount or type of insurance carried by  
6 CONSULTANT has become inadequate.

7 vi. CONSULTANT shall pass down the insurance obligations contained herein  
8 to all tiers of subcontractors working under this Agreement.

9 vii. The insurance requirements contained in this Agreement may be met with a  
10 program(s) of self-insurance acceptable to DISTRICT.

11 viii. CONSULTANT agrees to notify DISTRICT of any claim by a third party or  
12 any incident or event that may give rise to a claim arising from the  
13 performance of this Agreement.  
14

15 10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless  
16 DISTRICT (including its officers, Board of Supervisors, elected and appointed officials,  
17 employees, agents and representatives) from any and all liability, claim, damage,  
18 proceeding or action, present or future, based upon, arising out of or in any way relating  
19 to CONSULTANT'S (including its officers, employees, subcontractors and agents)  
20 actual or alleged negligent, reckless or willful misconduct, acts or omissions related to  
21 this Agreement, performance under this Agreement, or failure to comply with the  
22 requirements of this Agreement, including but not limited to: (a) property damage; (b)  
23 bodily injury or death; or (c) any other element of any kind or nature whatsoever.

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25  
26 CONSULTANT shall defend, at its sole expense, all costs and fees (including but not  
27 limited to attorney fees, cost of investigation, defense and settlements or awards),  
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1 DISTRICT (its officers, Board of Supervisors, elected and appointed officials,  
2 employees, agents and representatives) in any claim, proceeding or action for which  
3 indemnification is required.

4 With respect to any of CONSULTANT'S indemnification requirements,  
5 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
6 and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
7 action without the prior consent of DISTRICT; provided, however, that such  
8 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
9 CONSULTANT'S indemnification obligations to DISTRICT.  
10

11 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
12 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
13 relieving DISTRICT from any liability for the claim, proceeding or action involved.

14 The specified insurance limits required in this Agreement shall in no way limit or  
15 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the  
16 DISTRICT from third party claims.  
17

18 In the event there is conflict between this section and California Civil Code Section  
19 2782, this section shall be interpreted to comply with California Civil Code Section  
20 2782. Such interpretation shall not relieve CONSULTANT from indemnifying  
21 DISTRICT or the County of Riverside to the fullest extent allowed by law.  
22

23 11. ERRORS AND OMISSIONS – In the event of errors or omissions in the reports or any  
24 work product performed under this Agreement which result in expense to DISTRICT  
25 greater than would have resulted if there were no errors or omissions in the reports, the  
26 additional engineering, construction and/or restoration expense shall be borne solely by  
27 CONSULTANT.  
28

1 12. WORK PRODUCT - CONSULTANT shall provide DISTRICT with up to of four (4)  
2 original copies of the final report. All work products or deliverables furnished under  
3 this Agreement shall be and remain the sole property of DISTRICT. CONSULTANT  
4 shall not publish or transfer any material produced or resulting from activities supported  
5 by this Agreement without the written consent of the General Manager-Chief Engineer.  
6 If any such material is subject to copyright or trademark, the parties agree that the right  
7 to any and all copyright and/or trademark in and to the material is expressly reserved to  
8 DISTRICT. If any such material is copyrighted, the parties hereto understand and agree  
9 that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to  
10 reproduce, publish, and use such material, in whole or in part, and to authorize others to  
11 do so, provided written credit is given the author.  
12

13 13. SUBCONTRACTS – CONSULTANT may, at CONSULTANT'S own expense, employ  
14 special consultants to accomplish the work covered by this Agreement however, except  
15 as specifically provided in Attachment "A" or as expressly identified in this Agreement,  
16 no portion of the services pertinent to this Agreement shall be subcontracted without  
17 prior written approval and authorization by DISTRICT.  
18

19 In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties  
20 under this Agreement, CONSULTANT shall require its subcontractors to comply with  
21 the terms of this Agreement in the same manner as required of CONSULTANT. The  
22 fact that CONSULTANT employs special consultants not in his regular employ shall  
23 not relieve CONSULTANT of any responsibility regarding the adequacy of the special  
24 consultant's designs or other work performed pursuant to this Agreement.  
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26 14. TERMINATION - At any time during the term of this Agreement, DISTRICT may:  
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- A. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
- B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper to DISTRICT.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i) stop all work under this Agreement on the date specified in the Notice of Termination; and (ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination.

Notwithstanding any of the other provisions of this Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 20, hereinafter titled NON-DISCRIMINATION.

- 15. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.

1 16. CONFLICT OF INTEREST - CONSULTANT covenants that it presently has no  
2 interest in, including but not limited to, other projects or independent contracts, and  
3 shall not acquire any such interest, direct or indirect, which would conflict in any  
4 manner or degree with the performance of services required to be performed under this  
5 Agreement. CONSULTANT further covenants that in the performance of this  
6 Agreement, no person having any such interest shall be employed or retained by it  
7 under this Agreement.

8  
9 CONSULTANT warrants, by execution of this Agreement, that no person or selling  
10 agency has been employed or retained to solicit or secure this Agreement upon an  
11 agreement or understanding for a commission, percentage, brokerage or contingent fee,  
12 excepting bona fide employees or bona fide established commercial or selling agencies  
13 maintained by CONSULTANT for the purpose of securing business. For breach or  
14 violation of this warranty, DISTRICT has the right to annul this Agreement without  
15 liability, pay only for the value of the work actually performed, or in its discretion to  
16 deduct from the Agreement price or consideration, or otherwise recover, the full amount  
17 of such commission, percentage, brokerage, or contingent fee. CONSULTANT may be  
18 requested to complete a Conflict of Interest Statement prior to, during, or after  
19 execution of this Agreement. CONSULTANT understands that as a condition of this  
20 Agreement, CONSULTANT agrees to complete the Conflict of Interest Statement when  
21 requested to do so by DISTRICT.  
22

23  
24 17. INDEPENDENT CONTRACTOR – Nothing herein shall be construed to create an  
25 employer-employee relationship between the parties. The consideration set forth above  
26 shall be the sole payment due for services rendered. It is understood that DISTRICT  
27 will not withhold any amounts for payment of taxes from the compensation of  
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1 CONSULTANT. CONSULTANT will be solely responsible to pay all applicable taxes  
2 from said payments.

3 CONSULTANT and the agents and employees of CONSULTANT shall act at all times  
4 in an independent capacity during the term of this Agreement and in the performance of  
5 the services to be rendered hereunder and shall not act as or shall not be and shall not in  
6 any manner be considered employees or agents of DISTRICT.

7 18. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in  
8 accordance with the laws of the State of California. If any provision of this Agreement  
9 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the  
10 remaining provisions shall be declared severable and shall be given full force and effect  
11 to the extent possible.

12  
13 Any legal action, in law or equity related to the performance or interpretation of this  
14 Agreement shall be filed only in the Superior Court for the State of California located in  
15 Riverside, California, and the parties waive any provision of law providing for a change  
16 of venue to another location. Prior to the filing of any legal action, the parties shall be  
17 obligated to attend a mediation session with a neutral mediator to try to resolve the  
18 dispute.

19  
20 19. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of  
21 this Agreement shall not be constructed to be a waiver of any subsequent or other  
22 breach of the same or any other term thereof. Failure on the part of DISTRICT to  
23 require exact, full and complete compliance with any terms of this Agreement shall not  
24 be construed as in any manner changing the terms hereof, or estopping DISTRICT from  
25 enforcement hereof.  
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1 20. NON-DISCRIMINATION – In the performance of the terms of this Agreement,  
2 CONSULTANT shall not engage in nor permit others he may employ to engage in  
3 discrimination in the employment of persons because of the race, color, national origin  
4 or ancestry, religion, physical handicap, disability as defined by the Americans with  
5 Disabilities Act (ADA), medical condition, marital status or sex of such persons, in  
6 accordance with the provision of California Labor Code Section 1735.

7 21. NON-APPROPRIATION OF FUNDS - It is mutually agreed and understood that the  
8 obligation(s) of DISTRICT are limited by and contingent upon the availability of  
9 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that  
10 such funds are not forthcoming for any reason, DISTRICT shall immediately notify  
11 CONSULTANT in writing. This Agreement shall be deemed terminated and have no  
12 further force and effect immediately on receipt of DISTRICT'S notification by  
13 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to  
14 reimbursement of its costs in accordance with Sections 4 and 5 (COMPENSATION and  
15 PAYMENT).

16 22. DISCREPANCY – In the event of a conflict between the terms of this Agreement,  
17 including any documents attached to or incorporated into the Agreement, the following  
18 precedence of documents shall, unless otherwise stated, apply (with the earlier listed  
19 document controlling): the main agreement; Attachment "A"; Attachment "C", then;  
20 Attachment "B".

21 //  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:

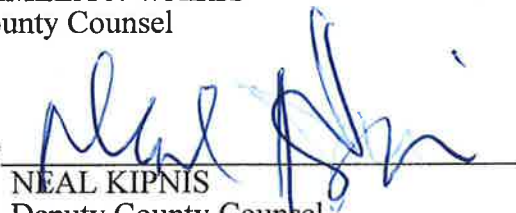
By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Consulting Services Agreement  
Temescal Creek Floodplain Acquisition  
11/14/11  
KEC:blj

**CALIFORNIA PROPERTY  
SPECIALISTS, INCORPORATED**

By Marcella A. Jorgensen  
Marcella A. Jorgensen  
Chief Executive Officer

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Consulting Services Agreement  
Temescal Creek Floodplain Acquisition  
11/14/11  
KEC:blj

**CALIFORNIA PROPERTY SPECIALISTS, INC.  
 TEMESCAL CREEK FLOODPLAIN  
 PROJECT NO. 222-2-8-00052-01-15  
 SCOPE OF SERVICES**

**1.0 GENERAL**

**1.1 PROJECT LOCATION AND PURPOSE**

The District is requesting the services of a consultant to acquire the necessary right of way within the Temescal Creek Floodplain. The acquisition area begins east of the 15 freeway near the southerly boarder of the City of Corona and runs in a southeasterly direction to Lake Street near Lake Elsinore. The services of the selected consultant will include organizing an approach to acquiring the parcels, identifying willing sellers, and then completing the appropriate acquisition tasks as assigned by the District.

The Request For Proposal identified approximately 310 parcels located within or near the Temescal Creek Floodplain. Through California Property Specialists, Inc. ("CPSI") review of the proposed right of way maps and information contained within the County database, we have concluded the need to acquire right of way on only 149 parcels within the original 310 parcel list. Additionally, we have also consolidated the ownership and potential appraisal assignments, as it relates to a larger parcel concept to 64 acquisition cases. We have also reviewed the potential necessity to relocate two businesses and six residential households. Please refer to page 30 of this proposal for a listing from our due diligence review.

**1.2 GENERAL DESCRIPTION OF SERVICES**

CPSI will provide professional acquisition services including: coordinating and obtaining appraisal and appraisal review reports, review of preliminary title reports, providing acquisition services, procuring settlements and facilitating closings, and providing business and residential relocation assistance.

**1.3 SCHEDULE**

Milestone Marker	Projected Beginning to Ending Schedule	
Notice to Proceed	August 1, 2011	August 1, 2011
Kickoff Meeting	August 2, 2011	August 15, 2011
Identification of Willing Sellers	August 16, 2011	December 31, 2011
Appraisal Process	September 1, 2011	March 31, 2012
Presentation of Offers	November 15, 2011	April 30, 2012
Negotiation and Counter Offers	December 1, 2011	August 31, 2012
Escrow Process	January 2, 2012	December 31, 2012
Relocation Activities	June 1, 2012	December 31, 2012

## **2.0 PROJECT COORDINATION AND MANAGEMENT**

### **TASK NO.**

- 2.1 Meetings** - Attend meetings with the District. Meeting minutes, agendas, and reports will be provided when directed.
- 2.2 Status Reports** - Provide and maintain an Acquisition Status Reports for all project personnel to access.

## **3.0 PRE-ACQUISITION PHASE**

### **TASK NO.**

- 3.1 Last Deed of Record** - Obtain the last deed of record and Assessors Owners Summary Report for 149 parcels consisting of 64 separate ownerships.
- 3.2 Letter of Interest** – Prepare letter to property owner to determine willingness to sell to District.
- 3.3 Obtain Letter of Intent** – Negotiate with owners and obtain preliminary intent letter to negotiate with District.
- 3.4 Quality Control Oversight** – Project Manager to conduct periodic review of project status.

## **4.0 TITLE SERVICES**

### **TASK NO.**

- 4.1 Review Preliminary Title Report** – Title Officer Burt Presnell will complete a review of the Preliminary Title Report completed for willing sellers. Issues of concern will be identified and assessed on a case by case basis.

## **5.0 APPRAISAL**

### **TASK NO.**

- 5.1 Facilitate** - Distribution and delivery of appraisal assignments with property owners executing a Letter of Intent.
- 5.2 Coordinate** - Meeting with the selected appraiser to discuss USPAP requirements for appraisal reports as well as the type of reports required, and the written notice of inspection to the owner.
- 5.3 Appraisal Report Review** - Review appraisal report content and basis for just compensation.

## 6.0 ACQUISITION

### TASK NO.

- 6.1 Prepare and present the written offer letter to the property owner, along with the appraisal summary statement, purchase agreement, deeds, and escrow instructions.
- 6.2 **Acquisition / Negotiations** - Conduct negotiations for the acquisition of each parcel in accordance with all District policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be mailed Certified, Return Receipt Requested.
- 6.3 **Monitor Escrows** - Coordinate with title companies and open escrows on all purchases.
- 6.4 **Contact Documentation** - Thoroughly document all contacts with the property owner and/or their representative indicating attendees, time, and place of meetings. Documentation will include thorough diaries and copies of all correspondence and emails. Diaries should be updated immediately after each contact, if possible, and retained in the permanent acquisition file.
- 6.5 **Parcel Files** - Establish and maintain an accurate and complete working file for each parcel in a format approved by the District.
- 6.6 **Meetings** - Consultant will be available for District required meetings and other meetings as deemed necessary.
- 6.7 **Close Out Acquisition File** – Close out file, provide final reports to the District.



California Property Specialists, Inc

CALIFORNIA PROPERTY SPECIALISTS, INC.

**Schedule of Professional Fees for County of Riverside  
2011 Hourly Fee Structure**

<b>HOURLY RATES</b>	
<b>Position</b>	<b>Hourly Rate</b>
Broker	\$175.00
Principal	\$150.00
Project Manager	\$130.00
Sr. Acquisition/Relocation Agent	\$105.00
Acquisition/Relocation Agent	\$95.00
Right of Way Technician	\$75.00
Administrative-Clerical	\$50.00

Standard business expenses such as mileage, photocopies, supplies, cellular telephone expenses, telephone charges and faxes are included in our hourly rates. Sub-consultant rates will be submitted upon request or per project basis.

**CALIFORNIA PROPERTY SPECIALISTS, INC.**  
**TEMESCAL CREEK FLOODPLAIN PROJECT NO. 222-2-8-00052-01-15**  
**RIGHT OF WAY COST PROPOSAL SPREADSHEET**

**Contract Information:** PROJECT NO. 222-2-8-00052-01-15  
**Consultant Information:** California Property Specialists, Inc.  
**CPSI Project Manager:** Kent Jorgensen and Burt Presnell  
**Time Frame:** Sixteen(16) Months

Tasks		175.00	150.00	130.00	105.00	95.00	50.00	O. H. Rate	Average \$/hr	Fixed Fee Rate	Direct Expenses	
Task No.	Description	Broker	Principal	Project Manager	Sr. Acq / Relo Agent	Acq / Relo Agent	ROW Technician	H. R. Totals	Direct Labor Costs	Other Direct Costs	Description	
2.0	<b>PROJECT COORDINATION AND MANAGEMENT</b>											
2.1	Meetings			80				80	\$10,400			
2.2	Status Reports			64				64	\$8,320			
	<b>Hours Subtotal:</b>	0	0	144	0	0	0	144	\$18,720	\$0	<b>Direct Expense Subtotal</b>	
	<b>Cost Subtotal:</b>	\$0	\$0	\$18,720	\$0	\$0	\$0	\$0	\$18,720	\$18,720	<b>Task Subtotal</b>	
3.0	<b>PRE-ACQUISITION PHASE</b>											
3.1	Run Last Deed Out and File Preparation							48	\$2,400			
3.2	Prepare and Issue Letter of Interest			86		380		74	\$3,700			
3.3	Negotiate letters of Intent to sell property to District			50				516	\$49,280			
3.4	Quality Control Oversight			136		380		50	\$6,500			
	<b>Hours Subtotal:</b>	0	0	136	0	380	172	688	\$11,630	\$11,630	<b>Direct Expense Subtotal</b>	
	<b>Cost Subtotal:</b>	\$0	\$0	\$17,680	\$0	\$36,100	\$9,600	\$0	\$62,380	\$64,000	<b>Task Subtotal</b>	
4.0	<b>TITLE SERVICES</b>											
4.1	Review Preliminary Title Reports for willing sellers			32				32	\$4,160			
	<b>Hours Subtotal:</b>	0	0	32	0	0	0	32	\$0	\$0	<b>Direct Expense Subtotal</b>	
	<b>Cost Subtotal:</b>	\$0	\$0	\$4,160	\$0	\$0	\$0	\$0	\$4,160	\$4,160	<b>Task Subtotal</b>	
5.0	<b>APPRAISAL</b>											
5.1	Facilitate			32				32	\$4,160			
5.2	Coordinate			64				64	\$1,600			
5.3	Complete review of completed appraisal.			96				128	\$8,320			
	<b>Hours Subtotal:</b>	0	0	96	0	0	0	128	\$14,080	\$128,000	<b>Direct Expense Subtotal</b>	
	<b>Cost Subtotal:</b>	\$0	\$0	\$12,480	\$0	\$0	\$0	\$0	\$14,080	\$142,080	<b>Task Subtotal</b>	
6.0	<b>ACQUISITION</b>											
6.1	Offer Letter			24				132	\$8,520			
6.2	Acquisition Negotiations			512				512	\$48,640			
6.3	Monitor Escrows			28				28	\$1,400			
6.4	Contact Documentation							0	\$0			
6.5	Parcel Files							0	\$0			
6.6	Meetings							0	\$0			
6.7	Close Out Acquisition File							0	\$0			
	<b>Hours Subtotal:</b>	0	0	24	0	512	136	672	\$58,560	\$480	<b>Direct Expense Subtotal</b>	
	<b>Cost Subtotal:</b>	\$0	\$0	\$3,120	\$0	\$48,640	\$5,800	\$0	\$58,560	\$59,040	<b>Task Subtotal</b>	
7.0	<b>RESIDENTIAL RELOCATION ASSISTANCE</b>											
7.1	Conduct Displacee Interviews							0	\$0			
7.2	Prepare & Deliver Notices							0	\$0			
7.3	Provide Relocation Advisory Services							0	\$0			
7.4	Quality Control Oversight							0	\$0			
	<b>Hours Subtotal:</b>	0	0	0	0	0	0	0	\$0	\$0	<b>Direct Expense Subtotal</b>	
	<b>Cost Subtotal:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>Task Subtotal</b>	

**CALIFORNIA PROPERTY SPECIALISTS, INC.**  
**TEMESCAL CREEK FLOODPLAIN PROJECT NO. 222-2-8-00052-01-15**  
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Task No.	Description	Broker	Principal	Project Manager	Sr. Acq / Relo Agent	Human Resources (Hours)			Average \$/hr	Fixed Fee Rate	Description
						Acq / Relo Agent	ROW Technician	H. R. Totals			
8.0	<b>BUSINESS RELOCATION ASSISTANCE</b>										
8.1	Relocation Payment Eligibility										
8.2	Identify Distances Needs										
8.3	Personal Property Inventory										
8.4	Replacement Site & Moving Assistance										
8.5	Determine Eligible Expenses										
8.6	Quality Control Oversight										
	<b>Hours Subtotal:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Direct Expense Subtotal
	<b>Cost Subtotal:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Direct Expense Subtotal
	<b>Hours Totals:</b>	\$0	\$0	\$56,160	\$0	\$892	\$0	\$892	\$17,000	\$0	Other Direct Costs
	<b>Labor, OH Costs Totals:</b>	\$0	\$0	\$56,160	\$0	\$892	\$0	\$892	\$17,000	\$0	Other Direct Costs
	<b>CONTRACT SUMMARY</b>										
	Total Estimated Direct Labor Cost:	\$61,024									
	Total Estimated Overhead (Indirect) Cost:	\$76,280									
	Total Estimated Fee (Profit):	\$70,596									
	<b>Sub Total:</b>	\$157,900									
	Total Estimated Direct Expenses:	\$150,100									
	<b>Total Estimated Contract Cost:</b>	\$288,000									



**CALIFORNIA PROPERTY SPECIALISTS, INC.  
 TEMESCAL CREEK FLOODPLAIN  
 PROJECT NO. 222-2-8-00052-01-15  
 SCOPE OF SERVICES**

**1.0 GENERAL**

**1.1 PROJECT LOCATION AND PURPOSE**

The District is requesting the services of a consultant to acquire the necessary right of way within the Temescal Creek Floodplain. The acquisition area begins east of the 15 freeway near the southerly boarder of the City of Corona and runs in a southeasterly direction to Lake Street near Lake Elsinore. The services of the selected consultant will include organizing an approach to acquiring the parcels, identifying willing sellers, and then completing the appropriate acquisition tasks as assigned by the District.

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