

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 9/5/14

Departmental Concurrence:

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

415



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 September 11, 2014

SUBJECT: Real Property Services Agreement between the City of Menifee and the County of Riverside, District 3/District 5; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement for Real Property Services / Fire Station Project in the City of Menifee to be performed by the Real Estate Division of the Economic Development Agency/Facilities Management; and
2. Authorize the Chairman of the Board to execute said Agreement on behalf of the County of Riverside.

BACKGROUND:

Summary: (Commences on Page 2)

[Handwritten Signature]

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Budget Adjustment: No
 For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION: APPROVE
 BY: Rohini Dasika
 Rohini Dasika
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Real Property Services Agreement between the City of Menifee and the County of Riverside, District 3/District 5; [\$0]

DATE: September 11, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The City of Menifee has requested the services of the Economic Development Agency/Facilities Management Real Estate Division to acquire fee title property in connection to the relocation of Fire Station #7. In addition to acquisition services, the attached Agreement provides for other associated professional support services, such as escrow and title, to be contracted or arranged by the County and reimbursed, or paid directly, by the City of Menifee.

Impact on Citizens and Businesses

The site search will be near the current site and will continue to benefit the City of Menifee. The residents and businesses will enjoy the safety benefits of having a new and modern fire station located within this area of the City and County.

This Form11 has been reviewed and approved by County Counsel as to legal form.

Attachment:

(4) Agreement for Real Property Services

1 **AGREEMENT FOR REAL PROPERTY SERVICES**
2 **FIRE STATION PROJECT IN THE CITY OF MENIFEE**

3
4 This Agreement for Real Property Services ("Agreement") is entered into on this
5 ____ day of _____ by and between the County of Riverside, a political subdivision of the
6 State of California ("County"), acting by and through its Economic Development Agency/
7 Facilities Management, Real Estate Division ("EDA"), and the City of Menifee, a municipal
8 corporation ("City").

9 WHEREAS, City has a need to appraise and acquire interests in land as part of a Fire
10 Station Project;

11 WHEREAS, County has established EDA to acquire, manage, and dispose of real
12 property on a countywide basis;

13 WHEREAS, City and County desire to enter into this Agreement to authorize EDA to
14 provide a scope of acquisition services for City for a future fire station site;

15 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of
16 which are hereby acknowledged, the Parties agree as follows:

17 **1. Description of Services.**

18 EDA shall provide services related to the acquisition of real property for a fire
19 station site (the "Project"), as further outlined in this Agreement.

20 **2. Term.**

21 This Agreement shall commence upon execution by City and County and shall
22 terminate upon completion of the services and full performance of this Agreement unless
23 earlier terminated by either party, pursuant to Section 4.

24 **3. Compensation.**

25 City shall pay EDA/County at the rate of \$128.67 per hour ("Current Rate") for
26 Fiscal Year 2014/2015 and thereafter for the actual number of hours spent pursuing and
27 processing the acquisition of the fire station site, the Project. No work shall be undertaken on
28 any specific parcel until authorized pursuant to the procedures set forth in Section 7 of this

1 Agreement. The total amount of compensation paid to the County under this Agreement shall
2 not exceed the sum of Twenty Thousand Four Hundred and Fifty Dollars (\$20,450) unless a
3 written amendment to this Agreement is executed by both parties prior to performance of
4 additional services. EDA will submit an invoice on a monthly basis for time billed to the
5 Project, and City will pay invoice within thirty (30) days of date of invoice. Invoice will include
6 actual time spent on Project at the Current Rate, plus any actual costs incurred.

7 **4. Termination.**

8 Either party may terminate this Agreement for any reason by providing thirty (30)
9 days' advance written notice to the other party. In the event that City shall terminate this
10 Agreement, County shall be compensated for those services rendered up through the date
11 EDA receives notice of termination, even if the Project has not been completed.

12 **5. Schedule.**

13 Following the execution of this Agreement, City and EDA will develop a
14 schedule for the acquisition of parcels necessary for the completion of the Project. EDA will
15 notify City immediately if the schedule becomes infeasible, and will provide City a revised
16 schedule.

17 **6. Coordination.**

18 A. The official representative of City on all property related matters shall be
19 the City Manager or his/her designee ("City Manager"). The official representative of EDA on
20 all property related matters related to this Agreement shall be the Economic Development
21 Agency, Real Estate Division, Deputy Director or his/her designee ("EDA Deputy Director").

22 B. The Economic Development Agency, Real Estate Division, Deputy Director
23 or his/her designee will make all contacts with City through the designated City official.
24 Contacts made by City personnel with EDA will be coordinated through the EDA Deputy
25 Director.

26 C. The EDA Deputy Director will meet as necessary with the City Manager
27 and designated staff to review and discuss acquisition and status of work.

28 D. All real property acquisitions made by EDA shall be based on City's

1 statutory authority. Any decisions to exercise the power of eminent domain shall be made by
2 the City Council after a duly noticed public hearing.

3 E. City hereby authorizes its City Manager to execute addenda to this
4 Agreement as necessary on behalf of City.

5 F. EDA will provide a work order number for the Project. Only work related
6 to the Project can be charged. Invoices for services provided by EDA shall be presented in a
7 format to be agreed upon by City and EDA.

8 **7. Procedures.**

9 A. City agrees:

10 (1) To fund one hundred percent (100%) of all real estate costs, subject to
11 the provisions of this Agreement, which costs include, but not limited to, amounts paid to any
12 owner for property or easements acquired from said owner, title insurance premiums, escrow
13 fees and related charges, appraisal fees, consulting fees and the cost of services to be
14 provided by EDA as set forth herein.

15 (2) To furnish EDA with criteria of the area to search for the parcel for
16 Project.

17 (3) To furnish EDA with existing and available aerial photos, plans and
18 profile maps, environmental assessment reports and other pertinent and relevant materials
19 and information regarding the Project.

20 (4) To pay invoice within thirty (30) days of date of invoice at the rate
21 specified in Paragraph 4 herein, which such invoice shall be prepared and delivered to City on
22 a monthly basis and shall include information and details as City may reasonably require.

23 (5) To pay all other direct and indirect costs or fees incurred by EDA on
24 behalf of the City in connection with the Project, or as approved by City.

25 B. EDA agrees to manage the Project and provide, or cause to be provided,
26 related services, which shall include:

27 (1) Acquiring property in the name of City or such other name as City shall
28 designate.

1 (2) Obtaining any necessary appraisals and Phase I studies requested by
2 City. During the course of negotiations, no commitments will be made to any property owners
3 without the prior written consent of City. All such commitments will be addressed in a formal
4 agreement negotiated by EDA and approved by the EDA Deputy Director and the City
5 Manager.

6 (3) Contracting for the necessary escrow and title services with a firm or
7 firms approved by EDA and City for all parcels acquired on behalf of City and overseeing said
8 escrow and title services to include:

9 (a) Opening escrow.

10 (b) Making arrangements for conveyance of title.

11 (c) Causing the escrow and/or title company to remove encumbrances
12 to title in order to deliver clear title to any parcel or easement to the satisfaction of City,
13 including obtaining reconveyances, paying demands, fees, and other expenses, as approved
14 by City, in order to remove such encumbrances.

15 (d) Delivering to the escrow company checks payable to the escrow
16 and/or title company prepared or caused to be prepared by City for payment of property and
17 easement acquisitions, escrow fees, title charges and other related costs.

18 (e) Causing the escrow company to prepare a final closing statement
19 of each completed property transaction to be delivered to City.

20 (4) Furnishing to City periodic status updates of all parcels in escrow,
21 together with estimated costs, including title premiums, escrow fees and other related
22 expenses as to each open escrow.

23 (5) Furnishing to City periodic status updates regarding the progress of work
24 and budgetary expenditures for the Project.

25 (6) Completing acquisitions of all parcels; provided however, any proceeding
26 to file a formal condemnation action with a court of competent jurisdiction will require approval
27 of City prior to initiating such proceeding.

28 (7) Delivering or causing to be delivered to City a final product with respect to

1 the acquisition to include the following:

- 2 (a) Project file
- 3 (b) Original recorded deed
- 4 (c) Original executed agreement
- 5 (d) Policy of Title Insurance
- 6 (e) Correspondence, notes, and other information documenting the

7 acquisition.

8 C. It is mutually agreed:

9 (1) The purpose and intent of this Agreement is for City to retain the services of
10 EDA to expedite the acquisition of a parcel for a future fire station site. The fact that this
11 Agreement specifies that certain costs or payments shall be made to EDA by City does not
12 imply that any costs not specified herein shall be borne by EDA or not reimbursed by City,
13 however any such costs not specified in this Agreement which EDA wishes to be reimbursed
14 by City must be approved by City in writing prior to any expenditure by EDA.

15 (2) Both City and EDA recognize that effective communication is needed to
16 maintain flexibility, alter priorities and respond to unpredicted events, therefore, monthly
17 meetings involving City management staff, EDA staff and Cal Fire staff will be conducted at a
18 location to be determined by City to ensure full, complete, timely and accurate disclosure,
19 sharing and dissemination of all relevant information and activities. In addition, EDA
20 personnel shall communicate and coordinate with City personnel on an as-needed basis
21 regarding the current status and to provide updates as to the appraisal and acquisition
22 process.

23 (3) Any internal communications, including, without limitation, appraisal reports
24 and attorney/client communications, between City and EDA, or their respective
25 representatives and subcontractors, shall be considered confidential and shall not be
26 disclosed without the prior written consent from City.

27 **8. Resolution of Matters.**

28 Any disputes or differences that may arise as between City and EDA may be

1 informally resolved by and through City Manager, or his or her designee, and the Economic
2 Development Agency, Real Estate Division, Deputy Director, or his or her designee.

3 **9. Notices.**

4 Any and all notices sent or required to be sent to the parties to this Agreement
5 shall be mailed to the following addresses:

6		
7	City of Menifee	County of Riverside
8	29714 Haun Rd.	Economic Development Agency
9	Menifee, CA 92586	3403 10 th St. Ste. 500
10	Attn: Robert Johnson, City Manager	Riverside, California 92501
11		Attn: Vincent Yzaguirre, Deputy Director
12		

13 or to such other addresses as from time to time shall be designated by the respective parties.

14 **10. Modifications.**

15 No modification or variation of the terms of this Agreement shall be valid unless
16 made in writing and signed by the parties. This Agreement supersedes any prior oral
17 agreements or understandings pertaining to the subject matter herein.

18 **11. Indemnification.**

19 Neither EDA, County nor any officer or employee thereof shall be responsible for
20 any damage or liability incurred by EDA when acting on behalf of City pursuant to the
21 responsibilities and authority granted under this Agreement. Pursuant to Government Code
22 Section 895.4, City shall fully indemnify and hold County harmless from any liability imposed
23 for injury (as defined by Government Code Section 810.8) arising out of EDA's performance of
24 its obligations and the exercise of its authority under this Agreement, unless due to the gross
25 negligence or willful misconduct of EDA.

1 **12. Execution by County.**

2 This Agreement shall not be binding or consummated until its approval and
3 execution by the County's Board of Supervisors.

4
5 Dated: _____

6
7 COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California

9
10 By: _____
11 Jeff Stone, Chairman
12 Board of Supervisors

13 ATTEST:
14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: _____
17 Deputy

18
19 APPROVED AS TO FORM:
20 Gregory P. Priamos, County Counsel

21 By: _____
22 Patricia Munroe
23 Deputy County Counsel

CITY OF MENIFEE, a municipal
corporation

By: _____
 Robert Johnson
 City Manager

ATTEST:

By: _____
 City Clerk

APPROVED AS TO FORM:

By: _____
 City Attorney