

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 4/25/16

Departmental Concurrence

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

628



FROM: Economic Development Agency

SUBMITTAL DATE:
 May 5, 2016

SUBJECT: Real Property Services Agreement between the City of Eastvale and the County of Riverside, District 2, CEQA Exempt [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement for Real Property Services / Civic Center Project in the City of Eastvale 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)

[Signature]
 Robert Field
 Assistant County Executive Officer/EDA
 By: Jeff Van Wagenen, Managing Director

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: 2015/16

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: | District: 2 | Agenda Number:

3-14

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

Economic Development Agency

FORM 11: Real Property Services Agreement between the City of Eastvale and the County of Riverside,
District 2, CEQA Exempt [\$0]

DATE: May 5, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

The City of Eastvale has requested the services of the Economic Development Agency/Facilities Management Real Estate Division to acquire fee title property in connection to a future civic center site. 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 Eastvale. Through the Agreement the City will pay the Real Estate Division the Board approved hourly rates for the actual time expended to pursue this important City project.

Impact on Citizens and Businesses

The site search will be within the City of Eastvale and will benefit the City of Eastvale. The residents and businesses will enjoy the benefits of having a new and modern civic center located within this area of the City and County.

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

Supplemental:

Additional Fiscal Information

The City of Eastvale will compensate the Real Estate Division for actual time expended for the project scope; therefore there are no net county costs and no budget adjustment is required.

Attachments:

(3) Agreement for Real Property Services

1 **AGREEMENT FOR REAL PROPERTY SERVICES**
2 **CIVIC CENTER PROJECT IN THE CITY OF EASTVALE**

3
4 This Agreement for Real Property Services ("Agreement") is entered into on this
5 ____ day of _____, 2016, by and between the County of Riverside, a political
6 subdivision of the State of California ("County"), acting by and through its Economic
7 Development Agency/Facilities Management, Real Estate Division ("EDA"), and the City of
8 Eastvale, a municipal corporation ("City").

9 WHEREAS, City has a need to appraise and acquire interests in land as part of a civic
10 center project; and

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

13 WHEREAS, City and County desire to enter into this Agreement to authorize EDA to
14 provide a scope of acquisition services to the City for a civic center 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 civic
19 center site (the "Project"), as further outlined in this Agreement.

20 **2. Term.**

21 This Agreement shall commence upon full execution by both City and County
22 and shall terminate upon completion of the services and full performance of this Agreement
23 unless sooner terminated by either party. This Agreement may be terminated with a thirty
24 (30) day notice in writing by either party, with or without cause pursuant to the terms provided
25 in Paragraph 4 herein.

26 **3. Compensation.**

27 The City shall pay the County for services performed and expenses incurred in
28 accordance with the terms of this Agreement. The total amount of compensation paid to the

1 County under this Agreement shall not exceed the sum of Fifteen Thousand Dollars (\$15,000)
2 unless a written amendment to this Agreement is executed by both parties prior to
3 performance of additional services. Said compensation shall be paid in accordance with an
4 invoice submitted to City by County within fifteen (15) days from the last day of each calendar
5 month, and City shall pay the invoice within thirty (30) working days from the date of approval
6 of the invoice. All costs shall be billed in accordance with the estimated costs and other terms
7 for the completion of the acquisitions.

8 **4. Termination.**

9 Either party may, by written notice to the other party, terminate this Agreement
10 in whole or in part at any time. Such termination may be without cause or because of a failure
11 to perform the duties and obligations under this Agreement. In the event that City shall
12 terminate this Agreement, County shall be compensated for those services which have been
13 completed and time and/or tasks performed even if the acquisition has not been completed.

14 **5. Compensation Schedule.**

15 City shall pay County at the rate of \$142.26 per hour for Fiscal Year 2015/2016
16 and \$157.69 for Fiscal Year 2016/2017 and thereafter for the actual number of hours billed for
17 time spent pursuing and processing the acquisition of the Project site. No work shall be
18 undertaken on any parcel until authorized pursuant to the procedures set forth in Section 8 of
19 this Agreement.

20 **6. Schedule.**

21 Following the execution of this Agreement, City and EDA shall develop a
22 schedule for the acquisition of parcels necessary for the completion of the Project. EDA shall
23 notify City immediately if it concludes such a schedule is no longer feasible.

24 **7. Coordination.**

25 A. The official representative of City on all property related matters shall be
26 the City Manager or his/her designee. The official representative of EDA on all property
27 related matters related to this Agreement shall be the Deputy Director, Economic
28 Development Agency, Real Estate Division or his/her designee.

1 B. The Deputy Director, Economic Development Agency, Real Estate Division
2 or his/her designee will make all contacts with City through the City official so designated. By
3 the same token, contacts to be made by City personnel with EDA will be coordinated through
4 the Deputy Director, Economic Development Agency, Real Estate Division, or his/her
5 designee.

6 C. The Deputy Director, Economic Development Agency, Real Estate
7 Division, will meet as necessary with City's City Manager and designated staff to review and
8 discuss acquisition and the status of work.

9 D. All real property acquisitions made by EDA shall be based on City's
10 statutory authority. Any decisions to exercise the power of eminent domain shall be made by
11 the City Council after a duly noticed public hearing.

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

14 F. EDA will provide a work order number for the Project. Only work related
15 to the Project can be charged. All charges shall be paid within 30 days of approval of invoice
16 by City at rates as set forth in Paragraph 5 above or as agreed to in any addenda to this
17 Agreement. Invoices for services provided by EDA shall be presented in a format to be
18 agreed upon by City and EDA.

19 **8. Procedures.**

20 A. City agrees:

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

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

28 (3) To furnish EDA with existing and available aerial photos, plans and profile

1 maps, environmental assessment reports and other pertinent and relevant materials and
2 information regarding the Project.

3 (4) To pay County within 30 days of approval for services provided as
4 specified herein at the rate specified in Paragraph 5 herein, which such invoice shall be
5 prepared and delivered to City on a monthly basis and shall include information and details as
6 City may reasonably require.

7 (5) To pay County within 30 days of approval of invoice all other direct and
8 indirect costs or fees approved by City.

9 B. EDA agrees at City's expense, to manage the acquisition and provide, or
10 cause to be provided, related services, which shall include:

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

13 (2) EDA will obtain any necessary appraisals requested by City. During the
14 course of negotiations, no commitments will be made to any property owners without the
15 written consent of City. All such commitments will be addressed in a formal agreement
16 negotiated by EDA and approved by the Deputy Director, Economic Development Agency,
17 Real Estate Division, or his designee and City.

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

21 (a) Opening escrow.
22 (b) Making arrangements for conveyance of title.
23 (c) Causing the escrow and/or title company to remove encumbrances
24 to title in order to deliver clear title to any parcel or easement to the satisfaction of City to
25 include obtaining reconveyances, paying demands, fees, and other expenses approved by
26 City in order to remove such encumbrances as may be requested by City.

27 (d) Delivering to the escrow company checks payable to the escrow
28 and/or title company prepared or caused to be prepared by City for payment of property and

1 easement acquisitions, escrow fees, title charges and other related costs.

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

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

7 (5) Furnishing to City periodic status updates regarding the progress of work
8 and budgetary expenditures for the Project in such form and format and at such frequency as
9 Real Estate and City shall agree.

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

13 (7) Delivering or causing to be delivered to City a final product with respect to
14 the acquisition to include the following:

- 15 (a) Project file
16 (b) Original recorded deed
17 (c) Original executed agreement
18 (d) Policy of Title Insurance
19 (e) Correspondence, notes, and other information documenting the
20 acquisition.

21 C. It is mutually agreed:

22 (1) The purpose and intent of this Agreement is for City to retain the services of
23 EDA to expedite the acquisition of a parcel for a future Project site. The fact that this
24 Agreement specifies that certain costs or payments shall be made to County by City does not
25 imply that any costs not specified herein shall be borne by County or not reimbursed by City,
26 however any such costs not specified which EDA wishes to be reimbursed by City must be
27 approved by City in writing prior to any reimbursement.

28 (2) Both City and EDA recognize that effective communication is needed to

1 maintain flexibility, alter priorities and respond to unpredicted events, therefore, monthly
2 meetings involving City management staff and EDA staff will be conducted at a location to be
3 determined by City to ensure full, complete, timely and accurate disclosure, sharing and
4 dissemination of all relevant information and activities. In addition, EDA personnel shall
5 communicate and coordinate with City personnel on an as-needed basis regarding the current
6 status and to provide updates as to the appraisal and acquisition process.

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

11 **9. Resolution of Matters.**

12 Any disputes or differences that may arise as between City and EDA may be
13 informally resolved by and through City's City Manager, or his or her designee, and the
14 Deputy Director, Economic Development Agency, Real Estate Division, or his or her
15 designee.

16 **10. Notices.**

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

19 City of Eastvale	County of Riverside
20 12363 Limonite Ave, Ste 910	Economic Development Agency
21 Eastvale, California 91752	3403 10 th St. Ste. 400
22 Attn: Michele Nissen, City Manager	Riverside, California 92501
23	Attn: Vincent Yzaguirre, Deputy Director

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

25 **11. Modifications.**

26 No modification or variation of the terms of this Agreement shall be valid unless
27 made in writing and signed by the parties hereto, and no oral understanding or agreement not
28 incorporated herein shall be binding on any of the parties hereto.

1 **12. Indemnification.**

2 Neither County nor any officer or employee thereof shall be responsible for any
3 damage or liability occurring by reason of anything done or omitted to be done by City under
4 or in connection with any work, authority or jurisdiction delegated to City under this
5 Agreement. It is further agreed that pursuant to Government Code Section 895.4, City shall
6 fully indemnify and hold County harmless from any liability imposed for injury (as defined by
7 Government Code Section 810.8) occurring by reason of anything done or omitted to be done
8 by City under or in connection with any work, authority of jurisdiction delegated to City under
9 this Agreement.

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1 **13. 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 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first
5 written above.

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

CITY OF EASTVALE, a municipal
corporation

9 By: _____
10 John J. Benoit, Chairman
11 Board of Supervisors

By:  _____
Michele Nissen
City Manager

12
13 ATTEST:
14 Kecia Harper-Ihem
15 Clerk of the Board


ATTEST:

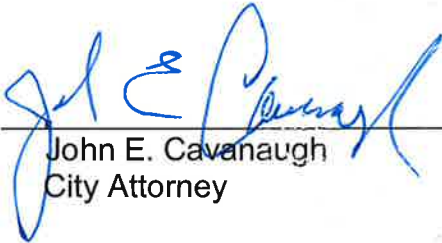
16 By: _____
17 Deputy

By:  _____
Marc Donohue
City Clerk

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

APPROVED AS TO FORM:

21
22 By:  _____
23 Todd Frahm
24 Deputy County Counsel

By:  _____
John E. Cavanaugh
City Attorney