

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

909



FROM: Economic Development Agency

SUBMITTAL DATE:
January 28, 2010

SUBJECT: Real Property Services Agreement between the City of Temecula and the Economic Development Agency, Real Estate Division

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement for Real Property Services/I-15 Overpass and Interchange Improvement Project to be performed by the Real Estate Division of the Economic Development Agency; and
2. Authorize the Chairman of the Board to execute said Agreement on behalf of the County.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Revenue for services rendered to and paid by the City of Temecula-not to exceed \$24,515 over the term of the Agreement unless a written amendment to this Agreement is executed by both parties	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE:

BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: February 23, 2010
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: _____ **District:** 3 **Agenda Number:** _____

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel DATE: 1-30-10
 SYNTHIA M. GUNZEL Departmental Concurrence

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

BACKGROUND:

The City of Temecula has requested the services of the Economic Development Agency's Real Estate Division to acquire fee title property in connection with the construction of the I-15 Overpass and Interchange as the County of Riverside has the proper certification to render these services involving State Highway projects. 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 Temecula.

1 **3. Term.**

2 This Agreement shall commence upon execution by City and Real Estate and shall
3 terminate upon completion of the services and full performance of this Agreement unless
4 terminated by either party.

5 This Agreement may be terminated with a 15 day notice in writing by either party, with
6 or without cause pursuant to the terms provided in Paragraph 5 herein.

7 **4. Compensation.**

8 The City shall pay the County for services performed and expenses incurred in
9 accordance with the terms of this Agreement. The total amount of compensation paid to the
10 County under this Agreement shall not exceed the sum of Twenty Four Thousand Five
11 Hundred and Fifteen Dollars (\$24,515) unless a written amendment to this Agreement is
12 executed by both parties prior to performance of additional services. Said compensation shall
13 be paid in accordance with an invoice submitted to City by County within fifteen (15) days
14 from the last day of each calendar month, and City shall pay the invoice within thirty (30)
15 working days from the date of approval of the invoice. All costs shall be billed in accordance
16 with the estimated costs and other terms for the completion of the acquisitions.

17 **5. Termination.**

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

23 **6. Compensation Schedule.**

24 City shall pay County at the rate of \$125.72 per hour for the estimated number of hours
25 that will be based on property acquisition assignments periodically given by the City to the
26 County, which hourly fee shall provide complete compensation for County's services under
27 this Agreement. No work shall be undertaken on any parcel until authorized pursuant to the
28 procedures set forth in Section 9 of this Agreement.

1 **7. Schedule.**

2 Following the execution of this Agreement, City and Real Estate shall develop a
3 schedule for the acquisition of parcels necessary for the completion of the Project. Real
4 Estate shall notify City immediately if it concludes such a schedule is no longer feasible.

5 **8. Coordination.**

6 A. The official representative of City on all property related matters shall be the City
7 Manager or his/her designee. The official representative of Real Estate on all property related
8 matters related to this Agreement shall be the Economic Development Manager, Real Estate
9 Division, or his/her designee.

10 B. The Economic Development Manager, Real Estate Division, or his/her designee
11 will make all contacts with City through the City official so designated. By the same token,
12 contacts to be made by City personnel with Real Estate will be coordinated through the Real
13 Property Manager, Real Estate Division, or his/her designee.

14 C. The Economic Development Manager, Real Estate Division, will meet as
15 necessary with City's City Manager and designated staff to review and discuss acquisition and
16 status of work.

17 D. All real property acquisitions made by Real Estate shall be based on City's
18 statutory authority. Any decisions to exercise the power of eminent domain shall be made by
19 the City Council after a duly noticed public hearing.

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

22 F. Real Estate will provide a work order number for the Project. Only work related
23 to the Project can be charged. All charges shall be paid within 30 days of approval of invoice
24 by City at rates as set forth in Paragraph 4 above or as agreed to in any addenda to this
25 Agreement. Invoices for services provided by Real Estate shall be presented in a format to be
26 agreed upon by City and Real Estate.

27 **9. Procedures.**

28 A. City agrees:

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

6 (2) To furnish Real Estate with completed right of way maps for the parcel and
7 easement (permanent and temporary) to be acquired and as set forth on Exhibit "A" and
8 identified on the Project Map.

9 (3) To furnish Real Estate with legal descriptions for the parcels and easements
10 (permanent and temporary) to be acquired and as set forth on Exhibit "A" and identified on the
11 Project Map.

12 (4) To furnish Real Estate with existing and available aerial photos, plans and
13 profile maps, environmental assessment reports and other pertinent and relevant materials
14 and information regarding the Project.

15 (5) To provide staking as requested by Real Estate and approved by City.

16 (6) To pay Real Estate within 30 days of approval for services provided as
17 specified herein at the rate of \$125.72 per hour, which such invoice shall be prepared and
18 delivered to City on a monthly basis and shall include information and details as City may
19 reasonably require.

20 (7) To pay on behalf of Real Estate or City within 30 days of approval of invoice all
21 other direct and indirect costs or fees approved by City.

22 B. Real Estate agrees at City's expense, to manage the acquisition of right of way and
23 provide, or cause to be provided, related services, which shall include:

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

26 (2) Contracting for relocation assistance services and managing contractors, as
27 needed.

28 (3) Real Estate has obtained appraisals provided by City. During the course of

1 negotiations, no commitments will be made to any property owners without the written
2 consent of City. All such commitments will be addressed in a formal right-of-way agreement
3 negotiated by Real Estate and approved by the Real Property Manager, Real Estate Division,
4 or his designee and City.

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

8 (a) Opening escrow.
9 (b) Making arrangements for conveyance of title.
10 (c) Causing the escrow and/or title company to remove
11 encumbrances to title in order to deliver clear title to any parcel or easement to the
12 satisfaction of City to include obtaining reconveyances, paying demands, fees, and other
13 expenses approved by City in order to remove such encumbrances as may be requested by
14 City.

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

23 (6) Furnishing to City periodic status updates regarding the progress of work and
24 budgetary expenditures for the Project in such form and format and at such frequency as Real
25 Estate and City shall agree.

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

1 (8) Providing all property management services for property acquired pursuant to
2 this Agreement.

3 (9) Compiling a list of any surplus/excess property that may have been acquired on
4 behalf of City and, if requested by City, selling or leasing said surplus/excess property. If such
5 request is made, Real Estate shall obtain an appraisal for each surplus/excess property by an
6 appraiser selected by Real Estate and approved by City and submit said appraisal(s) to City
7 for approval. Upon approval of said appraisal(s) by City, which approval shall be in writing,
8 Real Estate shall initiate any and all necessary, appropriate and required actions to cause the
9 sale or lease of said surplus/excess property. All net proceeds from the sale or lease of
10 surplus/excess property shall be remitted to City.

11 (10) Delivering or causing to be delivered to City a final product with respect
12 to each acquisition to include the following:

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

19 C. It is mutually agreed:

20 (1) The purpose and intent of this Agreement is for City to retain the services of
21 Real Estate to expedite the acquisition of fee parcels and easement parcels (permanent and
22 temporary) for right of way as set forth on Exhibit "A" and identified on the Project Map. The
23 fact that this Agreement specifies that certain costs or payments shall be made to Real Estate
24 by City does not imply that any costs not specified herein shall be borne by Real Estate
25 or not reimbursed by City, however any such costs not specified which Real Estate wishes to
26 be reimbursed by City must be approved by City in writing prior to any reimbursement.

27 (2) City and Real Estate acknowledge that they have reviewed the schedule,
28 herein called "Project Schedule", and attached hereto as Exhibit "C". Real Estate agrees to

1 diligently pursue its duties and responsibilities as set forth in this Agreement in accordance
2 with the schedules set forth in said Exhibit "C". Furthermore, Real Estate recognizes that City
3 may direct Real Estate to cease work under this Agreement at any time.

4 (3) The time required to initiate negotiate and complete the acquisition of any one-
5 fee parcel or easement parcel is estimated to be 65 hours. City and Real Estate recognize
6 that the acquisition of certain parcels may require additional time resulting from unusual,
7 unforeseen or unanticipated factors or the need to file a formal condemnation action with a
8 court of competent jurisdiction. Upon the occurrence of circumstances which in the estimation
9 of Real Estate shall require time in excess of said 65 hours to initiate, negotiate and complete
10 any acquisition, Real Estate shall describe in writing for the City each such parcel or
11 easement and cite the reasons for the anticipated additional time needed to complete the
12 acquisition.

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

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

25 **10. Resolution of Matters.**

26 Any disputes or differences that may arise as between City and Real Estate may be
27 informally resolved by and through City's City Manager, or his or her designee, and the Real
28 Property Manager, Real Estate Division, or his or her designee.

1 **11. Notices.**

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

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5	City of Temecula	County of Riverside
6	P. O. Box 9033	Economic Development Agency
7	Temecula, California 92589-9033	3403 10 th St. Ste. 500
8	Attn: Amer Attar, Principal Engineer	Riverside, California 92501
9		Attn: Janet M. Parks, Economic Dev. Manager

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

11 **12. Modifications.**

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

15 **13. Indemnification.**

16 Neither County nor any officer or employee thereof shall be responsible for any
17 damage or liability occurring by reason of anything done or omitted to be done by City under
18 or in connection with any work, authority or jurisdiction delegated to City under this
19 Agreement. It is further agreed that pursuant to Government Code Section 895.4, City shall
20 fully indemnify and hold County harmless from any liability imposed for injury (as defined by
21 Government Code Section 810.8) occurring by reason of anything done or omitted to be done
22 by City under or in connection with any work, authority of jurisdiction delegated to City under
23 this Agreement.

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1 **14. Execution by County.**

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

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7 Dated: FEB 23 2010

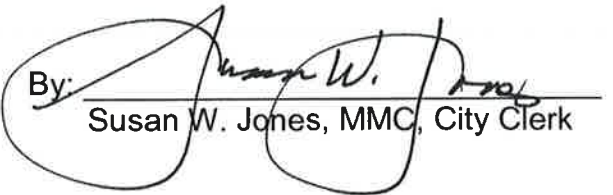
CITY OF TEMECULA

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10 By: 
11 Shawn D. Nelson, City Manager

ATTEST:

12 **REVIEWED AND RECOMMEND**
13 **FOR APPROVAL:**

14 By: 
15 Janet M. Parks
16 Economic Development Manager

17 By: 
18 Susan W. Jones, MMC, City Clerk

APPROVED AS TO FORM:

19 By: 
20 Peter M. Thorson, City Attorney

COUNTY OF RIVERSIDE

21 By: 
22 Marion Ashley, Chairman
23 Board of Supervisors


ATTEST:

24 Kecia Harper-Ihem
25 Clerk of the Board

26 By: 
27 Deputy

APPROVED AS TO FORM:

28 Pamela J. Walls
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

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EXHIBIT "A"
LIST OF PARCELS

ASSESSOR'S PARCEL NUMBERS

OWNERS NAMES

910-262-006

Madison Holdings, LLC
A California Limited Liability Co.
(Robert H. Tyler)

910-262-008

Basics Etc. Corp.
A California Corporation

EXHIBIT "B"

SEC. 26 27 T. 7S., R. 3W
CITY OF MURRIETA TEMECULA

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT CORRELATE WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.
NOV 01 2004



ASSESSOR'S MAP BK510 PG.26
Riverside County, Calif.

02/07

DATE: 08/27/04
BY: 8/25/04 ST: 110C

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- PM 135/26-28 PARCEL MAP 20490-1
- PM 144/34-35 PARCEL MAP 21606
- PM 168/71-73 PARCEL MAP 23561-2
- PM 200/5-6 PARCEL MAP NO. 29745
- PM 203/32-35 PARCEL MAP 30289

Oct 1 2004

DEC 0 2 2004

T.R.A. 024-023
074-058
013-057

910-26

LOT	AREA	PERMITS	TYPE	DATE
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EXHIBIT "C"
PROJECT SCHEDULE
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
REAL ESTATE
TIMELINE FOR PURCHASE
APN: 910-262-006

Review of Appraisal by State of California	
Department of Transportation "Cal Trans"	2 Weeks
Prepare Documents	3 Weeks
Negotiate with Property Owners	6 Weeks

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EXHIBIT "C"
PROJECT SCHEDULE
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
REAL ESTATE
TIMELINE FOR PURCHASE
APN: 910-262-008

Review of Appraisal by State of California	
Department of Transportation "Cal Trans"	2 Weeks
Prepare Documents	3 Weeks
Negotiate with Property Owners	6 Weeks