

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

333



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
June 14, 2012

SUBJECT: Real Property Services Agreement between the City of Eastvale and the County of Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement for Real Property Services / Fire Station 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: (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:	2011/12

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Revenue for services rendered to and paid by the City of Eastvale – not to exceed \$45,000 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 Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone and Ashley
Nays: None
Absent: Tavaglione and Benoit
Date: June 26, 2012
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 2/2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.12
EDA-001a-F10
Form 11 (Rev 06/2003)

FORM APPROVED COUNTY COUNSEL
BY: 6/11/12
ANNIE T. SAHHAR
DATE
Departmental Concurrence

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

BACKGROUND:

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 fire station 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.

Attachment:
Agreement for Real Property Services

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

3
4 This Agreement is by and between the County of Riverside, a political subdivision of
5 the State of California ("County"), acting by and through its Economic Development Agency/
6 Facilities Management, Real Estate Division ("Real Estate"), and the City of Eastvale, a
7 municipal corporation ("City").

8 **1. Recitals.**

9 **WHEREAS**, City has a need to appraise and acquire interests in land as part of
10 a Fire Station Project, herein called "Project".

11 **WHEREAS**, County has established Real Estate to acquire, manage, and
12 dispose of real property on a countywide basis.

13 **WHEREAS**, City and Real Estate desire to enter into this Agreement to
14 authorize Real Estate to provide a scope of acquisition services for City for a future fire station
15 site.

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

18 **2. Description of Services.**

19 Real Estate shall provide services in the general nature of real property
20 acquisition services as outlined and specified in Paragraph 9. B. herein.

21 **3. Term.**

22 This Agreement shall commence upon execution by City and Real Estate and
23 shall terminate upon completion of the services and full performance of this Agreement unless
24 terminated by either party. This Agreement may be terminated with a 30 day notice in writing
25 by either party, with or without cause pursuant to the terms provided in Paragraph 5 herein.

26 **4. 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

JUN 26 2012 3.12

1 County under this Agreement shall not exceed the sum of Forty Five Thousand Dollars
2 (\$45,000) 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 **5. 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 **6. Compensation Schedule.**

15 City shall pay County at the rate of \$125.83 per hour for Fiscal Year 2011/2012
16 and \$128.67 for Fiscal Year 2012/2013 and thereafter for the actual number of hours that will
17 be billed for time spent pursuing and processing the acquisition of the fire station site. No work
18 shall be undertaken on any parcel until authorized pursuant to the procedures set forth in
19 Section 9 of this Agreement.

20 **7. Schedule.**

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

24 **8. 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 Real Estate on all
27 property related matters related to this Agreement shall be the Economic Development
28 Agency, Real Estate Division, Deputy Director or his/her designee.

1 B. The Economic Development Agency, Real Estate Division, Deputy Director
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 Real Estate will be coordinated
4 through the Economic Development Agency, Real Estate Division, Deputy Director, or his/her
5 designee.

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

9 D. All real property acquisitions made by Real Estate shall be based on
10 City's statutory authority. Any decisions to exercise the power of eminent domain shall be
11 made by 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. Real Estate will provide a work order number for the Project. Only work
15 related to the Project can be charged. All charges shall be paid within 30 days of approval of
16 invoice by City at rates as set forth in Paragraph 4 above or as agreed to in any addenda to
17 this Agreement. Invoices for services provided by Real Estate shall be presented in a format
18 to be agreed upon by City and Real Estate.

19 **9. 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 Real Estate with criteria of the area to search for the parcel for
27 Project.

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

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

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

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

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

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

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

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

28 (d) Delivering to the escrow company checks payable to the escrow

1 and/or title company prepared or caused to be prepared by City for payment of property and
2 easement acquisitions, escrow fees, title charges and other related costs.

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

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

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

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

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

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

22 C. It is mutually agreed:

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

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

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

13 **10. Resolution of Matters.**

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

18 **11. Notices.**

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

21
22 City of Eastvale
23 12363 Limonite Ave, Ste 910
24 Eastvale, California 91752
25 Attn: Robert L. Van Nort, City Manager

County of Riverside
Economic Development Agency
3403 10th St. Ste. 500
Riverside, California 92501
Attn: Vincent Yzaguirre, Deputy Director

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

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1 **12. Modifications.**

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

5 **13. Indemnification.**

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

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14. Execution by County.

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

CITY OF EASTVALE

Dated: 5/9/12

By: Robert L. Van Noort
Robert L. Van Noort, City Manager

ATTEST:

By: Judith D. Hughes
City Clerk

APPROVED AS TO FORM:

By: John E. Carmany
City Attorney

COUNTY OF RIVERSIDE

By: John F. Tavaglione
John F. Tavaglione, Chairman
Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: [Signature]
Annie T. Sahhar
Deputy County Counsel