

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



ITEM
3.9
(ID # 5180)

MEETING DATE:

Tuesday, September 26, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Agreement for Real Estate Services between County of Riverside and Coachella Valley Association of Governments for the CV Link Project, District 4/District 5, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement for Real Estate Services between County of Riverside, acting by and through its Economic Development Agency, Real Estate Division and the Coachella Valley Association of Governments for the CV Link Project; and
2. Authorize the Chairman of the Board to execute said Agreement on behalf of the County of Riverside.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 8/29/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: September 26, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	
			2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Coachella Valley Association of Governments (CVAG) has requested the services of the Economic Development Agency-Real Estate Division (EDA-RE) to provide acquisition services to obtain the necessary permanent easements, license agreements or other forms of real estate agreements for the CV Link project. CV Link is an estimated 40-mile multi-modal transportation pathway providing access and connectivity for pedestrians, bicyclists, and low-speed electrical vehicles (golf carts and neighborhood electrical vehicles) through portions of the Coachella Valley and extending between the City of Palm Springs and the City of Coachella (Project). At current, the cities of Rancho Mirage and Indian Wells are not part of the Project. Future phases of the Project are expected to extend out to other local communities. The proposed Project will consist of a paved pathway ranging from 14 to 20 feet along the Whitewater River/Coachella Valley Storm Water Channel, Tahquitz Creek, and on city streets. See the attached Vicinity Map.

In addition to real estate acquisition services, the attached Agreement provides for other real estate professional support services, such as escrow and title, appraisal and analysis services to be contracted or arranged by EDA-RE and reimbursed or paid directly by CVAG.

The Agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

CV Link will enhance connectivity between major employment, residential, recreational, and institutional centers throughout the Coachella Valley, while facilitating and promoting the use of alternative modes of transportation, including foot traffic, bicycles, low-speed electrical vehicles and mobility assistance devices.

CV Link will generate hundreds of local and regional jobs associated with its design, construction, and maintenance. CV Link is also expected to have other significant beneficial economic effect by complementing the hospitality and resort destination components of the Coachella Valley economy.

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The project is also expected to contribute to reductions in motor vehicle congestion along local roadways, including State Highway 111, the Valley's principal motorized connector route. The project will enhance the Valley's transportation network and provide new health and recreational opportunities for pathway users. CV Link will also serve as a healthy and active amenity that will serve to improve the quality of life for both residents and visitors to the Coachella Valley.

SUPPLEMENTAL:



Additional Fiscal Information

CVAG will fund one hundred percent of all real property costs which may include, but not limited to amounts paid to any owner for property or easements acquired from said owners, title insurance premiums, escrow fees and related charges, appraisal fees, consulting fees and the costs of services provided by EDA. No net county costs will be incurred as the result of this professional services agreement will be revenue generation at the Board approved hourly rates.

Attachments:

- Vicinity Map
- Agreement for Real Estate Services between County of Riverside and Coachella Valley Association of Governments for the CV Link Project (2)

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 Rahini Dasika, Principal Management Analyst	 Gregory V. Priamos, Director County Counsel	9/18/2017 8/30/2017
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**AGREEMENT FOR REAL ESTATE SERVICES
BETWEEN COUNTY OF RIVERSIDE AND COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS FOR THE CV LINK PROJECT**

This Agreement for Real Property Services ("Agreement") is entered into on this 14th day of December 2017 by and between the County of Riverside, a political subdivision of the State of California ("County"), acting by and through its Economic Development Agency, Real Estate Division ("EDA"), and the Coachella Valley Association of Governments ("CVAG") a joint powers authority (also referred to individually as "Party" and collectively as "Parties").

WHEREAS, CVAG has a need to assess and acquire interests in land as part of their CV Link Project (the "Project");

WHEREAS, EDA is a department of the County that provides real estate services for the various County departments and special districts, and may provide real estate services for other public agencies on a contract basis;

WHEREAS, CVAG desires to enter into this Agreement to engage EDA to provide real estate services for CVAG for the Project;

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

1. Description of Services.

EDA shall provide services required for the acquisition of real property for the Project, as requested by CVAG and further outlined in this Agreement.

2. Term.

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

3. Compensation.

CVAG shall pay EDA at the current Board approved rate of \$157.69 per hour ("Current Rate") for services performed within Fiscal Year 2017/2018, for the actual number of

1 hours spent pursuing and processing the acquisition of the real property required for the
2 Project. No work shall be undertaken on any specific parcel until authorized pursuant to the
3 procedures set forth in Section 7 of this Agreement. EDA shall submit an invoice on a
4 monthly basis for time spent on the Project, and CVAG shall pay such invoice within thirty (30)
5 days of date of invoice. All invoices shall include actual time spent on Project at the Current
6 Rate, plus any actual costs incurred. Invoices for services provided by EDA shall be
7 presented in a format to be agreed upon by CVAG and EDA. Rates for Fiscal Year
8 2018/2019 and future years are subject to Board of Supervisors rate approval. Any
9 modification to the approved rate will be adjusted through an amendment to this Agreement.

10 **4. Termination.**

11 Either party may terminate this Agreement without cause by providing one
12 hundred and twenty (120) days' advance written notice to the other party. In the event that
13 CVAG terminates this Agreement, County shall be compensated for all services rendered
14 through the date of termination.

15 **5. Period of Performance.**

16 Upon start of services, CVAG and EDA will develop a schedule for the
17 acquisition of parcels necessary for the completion of the Project. EDA will work
18 collaboratively with CVAG to adjust and modify the approved schedule as may be necessary
19 as work proceeds.

20 **6. Contract Administration.**

21 A. The representative of CVAG on all matters related to this Agreement shall
22 be the Executive Director or his/her designee ("Executive Director"). The representative of
23 EDA on all matters related to this Agreement shall be the Economic Development Agency,
24 Real Estate Division, Deputy Director or his/her designee ("EDA Deputy Director").
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1 B. EDA, Deputy Director or his/her designee will make all contacts with CVAG
2 through the CVAG designee. Contacts made by CVAG personnel with EDA will be
3 coordinated through the EDA Deputy Director.

4 C. EDA will meet as necessary with the CVAG designated staff to review
5 and the status of work and the overall Project.

6 D. All acquisitions and settlements made by EDA on behalf of CVAG, shall
7 be based on CVAG's statutory authority at CVAG's sole cost and expense. Any decisions to
8 exercise the power of eminent domain shall be made by CVAG's Board pursuant to the laws
9 that govern CVAG and the eminent domain laws.

10 E. CVAG hereby authorizes its Executive Director to execute addenda to
11 this Agreement as necessary on behalf of CVAG.

12 F. EDA will provide a work order number for the Project. Only work related
13 to the Project will be charged to CVAG.

14 **7. Obligations of the Parties.**

15 A. CVAG agrees:

16 (1) To fund one hundred percent (100%) of all real property costs,
17 subject to the provisions of this Agreement, which costs may include, but are not limited to,
18 amounts paid to any owner for property or (permanent or temporary) easements acquired
19 from said owners, title insurance premiums, escrow fees and related charges, appraisal fees,
20 consulting fees, and the costs of services provided by EDA as set forth herein. CVAG shall
21 directly deposit all funds necessary to complete an acquisition with an escrow holder or as
22 directed by EDA to pay the costs of an acquisition transaction.

23 (2) To provide legal counsel at their cost to review and provide legal
24 services that as necessary to pursue the Project.

25 (3) To furnish EDA with criteria of the area to search for the parcel(s)
26 for Project.

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

4 (5) To furnish EDA with legal descriptions and plat maps signed by a
5 licensed Surveyor for the permanent or temporary easement interests needed for the Project.
6 EDA is not responsible to perform preliminary or construction surveys. Land surveys and
7 computations with metes and bounds descriptions are to be performed by others and provided
8 to EDA.

9 (6) To pay invoices within thirty (30) days of date of invoice at the rate
10 specified in Paragraph 4 herein, which such invoice shall be prepared and delivered to CVAG
11 on a monthly basis and shall include information and be in a format as agreed by EDA and
12 CVAG.

13 (7) To pay all other direct and indirect costs or fees incurred by EDA on
14 behalf of the CVAG in connection with the Project, or as may be previously approved by
15 CVAG.

16 (8) To obtain all requisite approvals prior to initiating an eminent domain
17 action and to hire its own legal counsel for representing CVAG in such action.

18 B. EDA agrees to:

19 (1) Acquire property in the name of CVAG or such other name as CVAG
20 shall designate for the Project, with funds deposited by CVAG in escrow or to the County prior
21 to such acquisition being consummated.

22 (2) Obtain any necessary appraisals, title reports and environmental studies
23 requested by CVAG, at CVAG's sole cost. During the course of negotiations, no commitments
24 will be made to any property owners without the prior approval of CVAG. All such
25 commitments will be addressed in a formal agreement negotiated by EDA and approved by
26 CVAG.

1 (3) Contract for the necessary escrow and title services with a firm or firms
2 approved by EDA and CVAG for all parcels acquired on behalf of CVAG, and oversee said
3 escrow and title services to include:

4 (a) Opening escrow.
5 (b) Making arrangements for conveyance of title.
6 (c) Assisting CVAG with title issues as may be required.
7 (d) Delivering to the escrow company checks payable to the escrow
8 and/or title company prepared or caused to be prepared by CVAG for payment of property
9 and (permanent or temporary) easement acquisitions, escrow fees, title charges and other
10 related costs.

11 (e) Causing the escrow company to prepare a final closing statement
12 of each completed property transaction to be delivered to CVAG.

13 (4) Furnish to CVAG periodic status updates of all parcels in escrow,
14 together with estimated costs, including title premiums, escrow fees and other related
15 expenses as to each open escrow.

16 (5) Furnish to CVAG periodic status updates regarding the progress of work
17 and budgetary expenditures for the Project.

18 (6) Complete voluntary acquisition of all parcels and assist CVAG and its
19 legal counsel with any proceeding to file a formal condemnation action with a court of
20 competent jurisdiction provided CVAG has obtained all requisite approvals prior to initiating
21 such proceeding.

22 (7) Deliver or cause to be delivered to CVAG a Project file with respect to
23 each real property acquisition to include the following:

24 (a) Original recorded deed
25 (b) Original executed agreement
26 (c) Policy of Title Insurance
27 (d) Correspondence, notes, and other information documenting the
28 acquisition.

1 C. It is mutually agreed as follows:

2 (1) The purpose and intent of this Agreement is for CVAG to retain the services
3 of EDA to expedite the acquisition of the parcels necessary for the Project. The intent is that
4 CVAG shall reimburse EDA for all costs associated with the performance of such services.
5 The fact that this Agreement specifies certain costs or payments is not meant to imply that
6 any costs not specifically listed herein shall be borne by EDA; however, any such costs not
7 specifically listed herein for which EDA wishes to be reimbursed by CVAG must be approved
8 by CVAG in writing prior to the expenditure by EDA.

9 (2) Both CVAG and EDA recognize that effective communication is necessary to
10 maintain flexibility, alter priorities and respond to unanticipated circumstances, therefore
11 regular project meetings involving CVAG staff and EDA staff will be established at a location
12 and frequency to be determined and agreed by CVAG and EDA to ensure full, and timely
13 accurate disclosure, and also sharing and dissemination of all relevant information and
14 activities. In addition, EDA staff shall communicate and coordinate with CVAG staff on an as-
15 needed and on-going basis regarding the current status of their work..

16 (3) Any internal communications, including, without limitation, appraisal
17 reports, ongoing negotiations and attorney/client communications, between CVAG and EDA,
18 or their respective representatives and subcontractors, shall be considered work product of
19 CVAG and shall not be disclosed without the prior written consent of CVAG and pursuant to
20 the laws concerning the disclosure of public records.

21 **8. Resolution of Matters.**

22 Any disputes or differences that may arise as between CVAG and EDA may be
23 informally resolved by and through the Executive Director of CVAG, or his or her designee,
24 and the Economic Development Agency, Real Estate Division, Deputy Director, or his or her
25 designee.

26 **9. Notices.**

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

Coachella Valley Association of Governments Economic Development Agency
73-710 Fred Waring Drive, Suite 200 Real Estate Division
Palm Desert, CA 92260 3403 10th St. Ste. 400
Attn: Tom Kirk, Executive Director Riverside, California 92501
Attn: Vincent Yzaguirre, Deputy Director

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

10. Modifications.

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

11. Indemnification.

Neither the County, EDA, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done by EDA when acting on behalf of CVAG pursuant to the responsibilities and authority granted under this Agreement. Pursuant to Government Code Section 895.4, CVAG shall fully indemnify, defend and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) arising out of EDA's performance of its obligations and the exercise of its authority under this Agreement.

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.

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5 Dated: SEP 26 2017

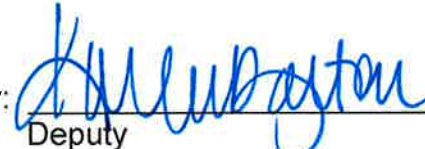
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7 COUNTY OF RIVERSIDE, a political
8 subdivision of the State of California

9
10 By: 
11 Chairman **JOHN TAVAGLIONE**
Board of Supervisors

COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS

By: 
Tom Kirk
Executive Director

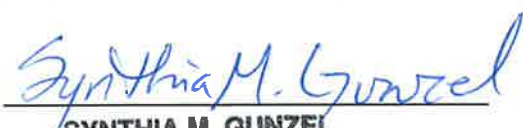
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13 ATTEST:
14 Kecia Harper-Ihem
Clerk of the Board

15
16 By: 
Deputy


ATTEST:

By: 
GARY LEONG
DEPUTY EXECUTIVE DIRECTOR

17
18
19 APPROVED AS TO FORM:
20 Gregory P. Priamos, County Counsel

21 By: 
22 **SYNTHIA M. GUNZEL**
23 Deputy County Counsel

APPROVED AS TO FORM:

By: 
24 **TONI EGGEBRAATEN**
25 General Counsel
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