

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



**ITEM: 3.14
(ID # 11970)**

MEETING DATE:
Tuesday, April 07, 2020

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT (FM) : Approval of Professional Services Agreement for Real Estate Services between Best Best & Krieger, LLP and the County of Riverside, Districts 1, 2, 3 and 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Professional Services Agreement for Real Estate Services between County of Riverside and Best Best & Krieger, LLP, a California limited liability partnership; and
2. Authorize the Chairman of the Board to execute said Agreement on behalf of the County of Riverside.

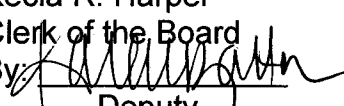
ACTION:Policy


Rose Salgado, Director of Facilities Management 4/12/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 7, 2020
xc: FM

Kecia R. Harper
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: 2019/20	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Best Best & Krieger LLP, a California limited liability partnership, (BBK) occasionally procures the review of appraisals on behalf of the Western Riverside County Regional Conservation Authority (RCA) to provide support in acquisition services and to negotiate the acquisition of conserved lands throughout the County of Riverside (Projects). In its efforts to implement the Riverside County Multiple Species Habitat Conservation Plan, RCA protects 146 native species of plants, birds, and animals, and preserves a half-million acres of their habitats.

The Department of Facilities Management, Real Estate Division (FM) of the County of Riverside provides real estate services for various County departments and special districts and may provide real estate services for other public agencies, including the RCA. Through this Professional Services Agreement for Real Estate Services (Agreement), FM will provide appraisal review services for BBK, on behalf of the RCA, for various RCA Projects on an as-needed basis. The Board of Supervisors approved revenue recovery rate for Fiscal Year 2019/2020 is \$160.63 per hour. FM will submit monthly invoices to BBK for appraisal review services, and BBK will reimburse FM for all costs associated with the performance of said services.

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

Impact on Residents and Businesses

This Agreement will provide appraisal review services that will ultimately assist in conservation efforts that protect native species of plants, birds, and animals, and preserve their habitats.

SUPPLEMENTAL:


Additional Fiscal Information

The transaction cost, which includes Real Estate staff and County Counsel time, will be paid through the revenue from this Professional Services Agreement for Real Estate Services.

Attachment:

- 3-Original Professional Services Agreement for Real Estate Services

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STATE OF CALIFORNIA


Steven Atkeson 3/26/2020


Gregory J. Priaplos, Director County Counsel 3/19/2020

1 Project. BBK shall also pay FM for all other direct and indirect costs or fees incurred by FM on
2 behalf of BBK in connection with the Project. No work shall be undertaken on any specific parcel
3 until authorized pursuant to the procedures set forth in Section 7 of this Agreement. FM shall
4 submit an invoice on a monthly basis for time spent on the Project, and BBK shall pay such
5 invoice within sixty (60) days of the date of the invoice. All invoices shall include actual time
6 spent on Project at the Rate, plus any actual costs incurred. Invoices for services provided by
7 FM shall be presented in a format to be agreed upon by BBK and FM. The rate for Fiscal Year
8 2019/2020 is currently \$160.63 per hour. The rates for Fiscal Year 2020/2021 and future years
9 are subject to Board of Supervisors rate approval. Any modification to the approved rate will
10 be adjusted through an amendment to this Agreement.

11 **4. Termination.**

12 Either Party may terminate this Agreement without cause by providing thirty (30)
13 days' advance written notice to the other Party. In the event that BBK terminates this
14 Agreement, County shall be compensated for all services rendered through the date of
15 termination. Either Party may terminate this Agreement for the other Party's default, or if the
16 other Party refuses or fails to comply with the terms of this Agreement, and does not cure such
17 default or failure within ten (10) days after written notice of said default or failure from the non-
18 defaulting Party. If the required cure cannot be completed within ten (10) days, the non-
19 defaulting Party shall have the right to immediately terminate the Agreement, unless the
20 defaulting Party undertakes to cure the failure within ten (10) days and diligently and
21 continuously attempts to complete this cure as soon as reasonably possible.

22 **5. Period of Performance.**

23 Upon start of services, BBK will request appraisal reviews on an "as-needed"
24 basis. FM will work collaboratively with BBK to adjust and modify the approved schedule as
25 may be necessary as work proceeds.

26 **6. Contract Administration.**

27 A. The representative of BBK on all matters related to this Agreement shall
28 be Steve DeBaun or his designee ("BBK Representative"). The representative of County and

1 FM on all matters related to this Agreement shall be the Deputy Director of the Department of
2 Facilities Management or his/her designee ("FM Deputy Director").

3 B. FM Deputy Director or his/her designee will make all contacts with BBK
4 through the BBK Representative. Contacts made by BBK personnel with FM will be coordinated
5 through the FM Deputy Director.

6 C. FM will meet as necessary with BBK designated staff to review the status
7 of work and the overall Project.

8 D. BBK hereby authorizes Steve DeBaun, or his designee, to execute
9 addenda to this Agreement as necessary on behalf of BBK.

10 E. FM will provide a work order number for the Project. Only work related to
11 the Project will be charged to BBK.

12 **7. Obligations of the Parties.**

13 A. BBK agrees:

14 (1) To fund one hundred percent (100%) of all costs of services
15 provided by FM as set forth herein.

16 (2) To furnish FM with the appraisal needed to be reviewed along with
17 any other information reasonably requested by FM in order to complete the appraisal review.

18 (3) To pay invoices pursuant to Section 3, above.

19 B. FM agrees to:

20 (1) To review the appraisal submitted by BBK.

21 (2) To submit an appraisal review report within fifteen (15) days
22 following the receipt of the appraisal from BBK, unless otherwise agreed to by the Parties.

23 C. It is mutually agreed as follows:

24 (1) The purpose and intent of this Agreement is for BBK to retain the
25 services of FM to review appraisals. The intent is that BBK shall reimburse FM for all costs
26 associated with the performance of such services. The fact that this Agreement specifies
27 certain costs or payments is not meant to imply that any costs not specifically listed herein shall
28 be borne by FM; however, any such costs not specifically listed herein for which FM wishes to

1 be reimbursed by BBK must be approved by BBK in writing prior to the expenditure by FM.

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

9 (3) Any internal communications, including, without limitation, appraisal
10 review reports, ongoing negotiations and BBK-RCA attorney/client communications, between
11 BBK and FM, or their respective representatives and subcontractors, shall be considered work
12 product of BBK and shall not be disclosed without the prior written consent of BBK and pursuant
13 to the laws concerning the disclosure of public records.

14 **8. Resolution of Matters.**

15 Any disputes or differences that may arise as between BBK and FM may be
16 informally resolved by and through Steve DeBaun of BBK, or his designee, and the Deputy
17 Director of the Department of Facilities Management, or his or her designee.

18 **9. 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	Best Best & Krieger LLP	Department of Facilities Management
23	3390 University Avenue, 5th Floor	3403 10 th St.
24	P.O. Box 1028	Suite 400
25	Riverside, California 92502	Riverside, California 92501
26	Attn: Steve DeBaun, Partner	Attn: Steve Gilbert, Deputy Director
27		

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

1 **10. 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. This Agreement supersedes any prior oral
4 agreements or understandings pertaining to the subject matter herein.

5 **11. Indemnification.**

6 Neither the County, FM, nor any officer or employee thereof ("Indemnified
7 Parties") shall be responsible for any damage, injury, or liability occurring by reason of anything
8 done by FM or the County when performing under this Agreement. BBK shall fully indemnify,
9 defend, and hold County and its Agencies, Districts, Special Districts and Departments, and
10 their respective directors, officers, Board of Supervisors, elected and appointed officials,
11 employees, agents and representatives harmless from any liability whatsoever in any way
12 arising out of or related to County's or FM's performance of its obligations under this Agreement
13 unless caused by the negligence or willful misconduct of any of the Indemnified Parties.

14 **12. Miscellaneous**

15 A. If either Party is unable to comply with any provision of this Agreement due
16 to causes beyond its reasonable control, and which could not have been reasonable
17 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party
18 shall not be held liable for such failure to comply.

19 B. BBK shall not delegate or assign any interest in the Agreement, whether
20 by operation of law or otherwise, without the prior written consent of County. Any attempt to
21 delegate or assign any interest herein shall be deemed void and of no force or effect.

22 C. Any waiver by either Party of any breach of any one or more of the terms
23 of this Agreement shall not be construed to be a waiver of any subsequent or other breach of
24 the same or of any other term of this Agreement. Failure on the part of either Party to require
25 exact, full, and complete compliance with any terms of this Agreement shall not be construed
26 as in any manner changing the terms or preventing either Party from enforcement of the terms
27 of this Agreement.

28 D. Nothing in this Agreement shall prohibit the County from providing the

1 same type or equivalent equipment, products, materials or services to other sources, when
2 deemed by the County to be in its best interest.

3 E. This Agreement shall be governed by laws of the State of California. Any
4 legal action related to the performance or interpretation of this Agreement shall be filed only in
5 the Superior Court of the State of California located in Riverside, California, and the Parties
6 waive any provisions of law providing for a change of venue to another location. In the event
7 any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
8 or unenforceable, the remaining provisions will nevertheless continue in full force without being
9 impaired or invalidated in any way.

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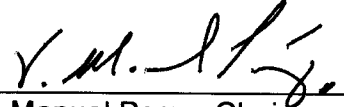
13. Execution by County.

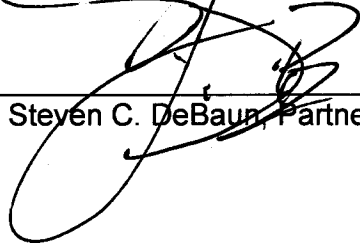
This Agreement shall not be binding or consummated until its execution by the Chairman of the County's Board of Supervisors.

Dated: APR 07 2020

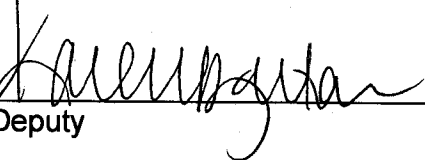
COUNTY OF RIVERSIDE, a political subdivision of the State of California

Best Best & Krieger LLP, a California limited liability partnership


By: 
V. Manuel Perez, Chairman
Board of Supervisors

By: 
Steven C. DeBaun, Partner

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

By: 
Thomas Oh
Deputy County Counsel