

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe 5/6/13
 DATE: 5/6/13
 PATRICIA MUNROE

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

850A



FROM: Economic Development Agency/Facilities Management and
 Transportation Department

SUBMITTAL DATE:
 June 6, 2013

SUBJECT: Temporary Construction Access Agreements for the Fred Waring Drive Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreements for Parcels 0689-001A, 0689-007A, 0689-010A, and 0689-017A, all within portions of Assessor's Parcel Numbers 609-313-009, 609-313-015, 609-314-010, and 609-340-004;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)
Patricia Romo
 Assistant Director of Transportation

Patricia Romo

Robert Field

Juan C. Perez, Director
 Transportation and Land Management

Robert Field,
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 42,400	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Palm Desert Finance Authority-100%	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

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 6/6/13
 SAMUEL WONG

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

2013 JUN 11 AM 3:03
 COUNTY OF RIVERSIDE
 AUDITOR-CONTROLLER
 JENNIFER L. SARGENT

3-32

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete these transactions;
4. Authorize and allocate the sum of \$4,200 for temporary access to a portion of Assessor's Parcel Number 609-313-009 identified as Parcel 0689-001A and \$2,000 to pay all related transaction costs;
5. Authorize and allocate the sum of \$5,400 for temporary access to a portion of Assessor's Parcel Number 609-313-015 identified as Parcel 0689-007A and \$2,000 to pay all related transaction costs;
6. Authorize and allocate the sum of \$9,000 for temporary access to a portion of Assessor's Parcel Number 609-314-010 identified as Parcel 0689-010A and \$2,000 to pay all related transaction costs; and
7. Authorize and allocate the sum of \$15,800 for temporary access to a portion of Assessor's Parcel Number 609-340-004 identified as Parcel 0689-017A and \$2,000 to pay all related transaction costs.

BACKGROUND:

The County of Riverside Transportation Department (RCTD) is proposing to widen Fred Waring Drive, between Adams Street and Port Maria Road in the Bermuda Dunes/La Quinta area of eastern Riverside County (Project). The Project includes widening the existing Fred Waring Drive from four to six lanes, installation of a soundwall on the south side of Fred Waring Drive, and construct a parking lane on the north side of Fred Waring Drive to allow for safe ingress/egress from the residential homes.

On January 8, 2013, the Board approved Item 3-34 adopting the Mitigated Negative Declaration for Environmental Assessment No. 42564, approving the Fred Waring Drive Improvement Project, and adopting the Mitigation Monitoring and Reporting Program for the Project.

RCTD has contracted with Overland, Pacific & Cutler (OPC), acquisition consultants, with oversight role by Economic Development Agency/Facilities Management (EDA/FM). OPC has negotiated the acquisition of temporary access rights of a portion of the property with the following owners:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Rental Price And Improvements	Associated Costs*	Subtotal
0689-001A	609-313-009	Contreras	\$4,200	\$2,000	\$6,200
0689-007A	609-313-015	Lauritsen	\$5,400	\$2,000	\$7,400
0689-010A	609-314-010	AW Fireguard	\$9,000	\$2,000	\$11,000
0689-017A	609-340-004	Jeeves	\$15,800	\$2,000	\$17,800
Totals			\$34,400	\$8,000	\$42,400

*Preliminary Title Report, County Appraisal, Consultant Time, and Staff Time.
 (Continued)

BACKGROUND: (Continued)

The Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the temporary access of portions of Assessor's Parcel Numbers: 609-313-009, 609-313-015, 609-314-010, and 609-340-004:

Temporary Access (Rental Price)	\$34,400
Associated Costs (Preliminary Title Report, County Appraisal, Consultant Time & EDA/FM Real Property Staff Time)	\$ 8,000
Total Estimated Acquisition Costs	\$42,400

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no additional net county cost will be incurred as a result of the transaction.

Attachments:

- (4) Temporary Construction Access Agreements for Parcel 0689-001A
- (4) Temporary Construction Access Agreements for Parcel 0689-007A
- (4) Temporary Construction Access Agreements for Parcel 0689-010A
- (4) Temporary Construction Access Agreements for Parcel 0689-017A

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California
2 (“County”), and

3
4 FRANKY CONTRERAS, a married man, as his sole and separate property, (“Grantor”)

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 609-313-009

8 PARCEL NO.: 0689-001A
9

10 TEMPORARY CONSTRUCTION ACCESS AGREEMENT

11 This Temporary Construction Access Agreement (“Agreement”) is made by and
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
13 (“County”) and FRANKY CONTRERAS, a married man, as his sole and separate
14 property (“Grantor”). County and Grantor are sometimes collectively referred to as
15 “Parties.”

16 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
17 and use the land of Grantor in the County of Riverside, State of California, as portion of
18 Assessor’s Parcel Number 609-313-009, highlighted on Attachment “1,” attached
19 hereto (“Property”), and made a part hereof, for temporary access and for all purposes
20 necessary to facilitate and accomplish the construction of Fred Waring Drive
21 Improvements Project.

22 2. AFFECTED PARCEL. The temporary construction access, used during
23 construction of the Project, referenced as Parcel No. 0689-001A consisting of 2,123
24 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof
25 (“TCA Area”).

26 3. COMPENSATION. County shall pay to the order of Grantor the sum of
27 Four Thousand Two Hundred Dollars (\$4,200.00) for the right to enter upon and use
28 the TCA Area in accordance with the terms hereof. The improvement value is based on

1 the highlighted items shown in attachment "3", (Description of Improvements), attached
2 herto and is included in the total compensation of this agreement.

3 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice
4 to the Grantor prior to using the rights herein granted. The rights herein granted may
5 be exercised for six (6) months from the 30 day written notice, or until completion of
6 said Project, whichever occurs later.

7 5. EQUIPMENT. It is understood that the County may enter upon the TCA
8 Area where appropriate or designated for the purpose of getting equipment to and from
9 the TCA Area.

10 6. RESPONSIBILITES.

11 a. Grantor's Responsibilities – County has identified landscape items that
12 may be impacted by construction activities. Grantor is responsible for the
13 purchase and installation of Attachment "3" items. Grantor removes the
14 County from the obligation or responsibility for installation or restoration
15 of these items. Grantor waives rights to seek additional compensation for
16 landscaping.

17 b. County's Responsibilities - County or its contractors shall remove or alter
18 some of the landscape, irrigation and hardscape items necessary to
19 complete the public improvement project from the TCA Area. The County
20 or its contractors will match the grade of the parcel to the roadway at the
21 property line. This will require relocating mailbox, reconstructing front
22 yard wall, realigning gate and reconstructing entry driveway. An exhibit
23 depicting the existing condition of the property with these recommended
24 improvements is attached, Attachment "4". Any privately-owned site
25 improvements currently located within the public right of way will be
26 removed by the contractor without compensation. County will provide
27 pedestrian access to the property during construction.
28

1 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
2 by County, but before its relinquishment to Grantor, debris generated by County's use
3 will be removed and the surface will be graded and left in a neat condition.

4 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of
5 third persons arising from the County's use of the TCA Area permitted under this
6 Agreement; however, this hold harmless agreement does not extend to any liability
7 arising from or as a consequence of the presence of hazardous waste on the Property.

8 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the
9 Property and that they have the right to grant County permission to enter upon and use
10 the Property.

11 10. ENTIRE AGREEMENT. This Agreement is the result of negotiations
12 between the parties hereto. This Agreement is intended by the parties as a final
13 expression of their understanding with respect to the matters herein and is a complete
14 and exclusive statement of the terms and conditions thereof. This Agreement
15 supersedes any and all other prior agreements or understandings, oral or written, in
16 connection therewith. No provision contained herein shall be construed against the
17 County solely because it provided or prepared this Agreement.

18 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
19 modified, or amended except upon the written consent of the parties hereto.

20 12. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
21 interest, shall be bound by all the terms and conditions contained in this Agreement,
22 and all the parties thereto shall be jointly and severally liable thereunder.

23 13. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
24 subparagraphs herein are for the purpose of convenience and reference only, and shall
25 in no way limit, define or otherwise affect the provisions of this Agreement.

26 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
27 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
28 by this Agreement shall be tried in a court of competent jurisdiction in the County of

1 Riverside, State of California, and the Parties hereby waive all provisions of law
2 providing for a change of venue in such proceedings to any other county.

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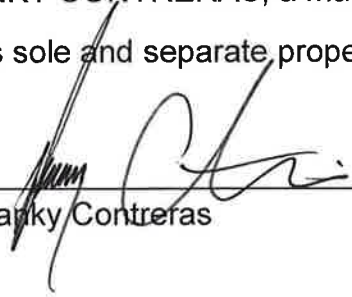
1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6
7 COUNTY:
8 COUNTY OF RIVERSIDE

GRANTOR:
FRANKY CONTRERAS, a married man,
as his sole and separate property

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

By:  _____
Franky Contreras

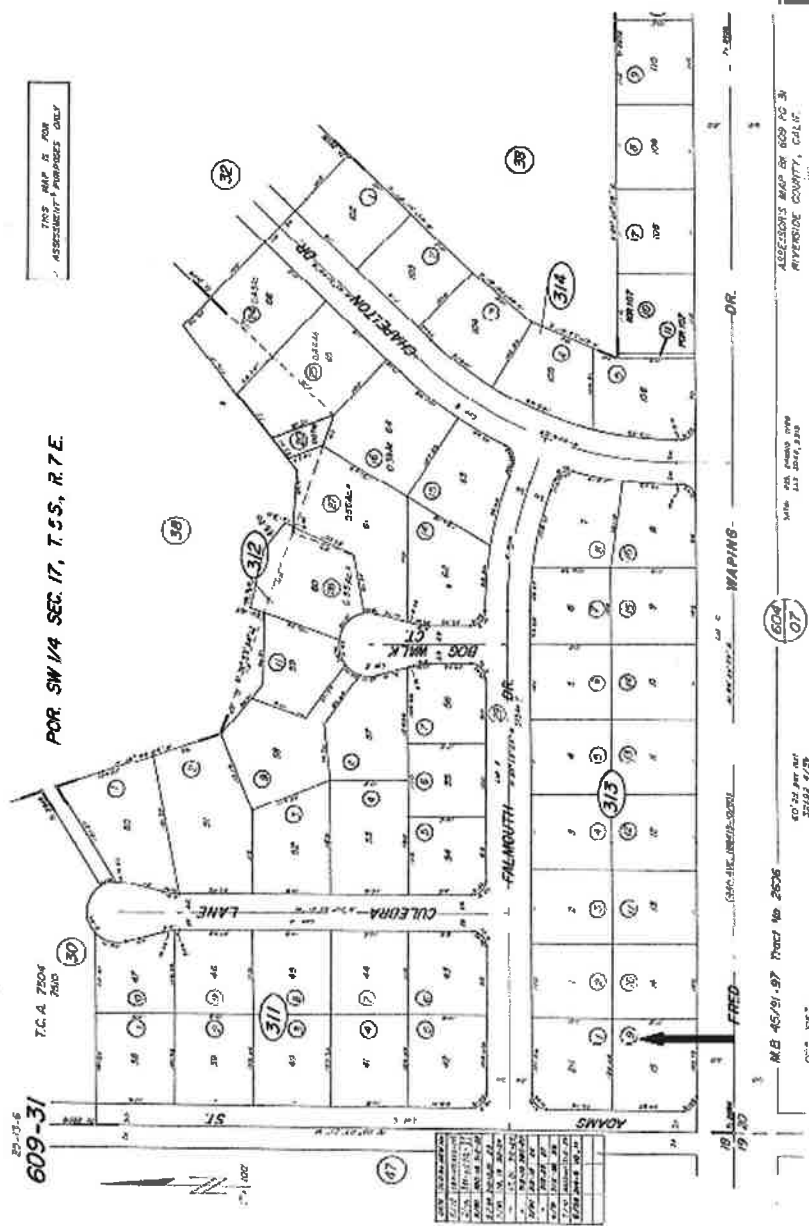
14 ATTEST:
15 Kecia Harper-Ihem
16 Clerk of the Board

17 By: _____
18 Deputy

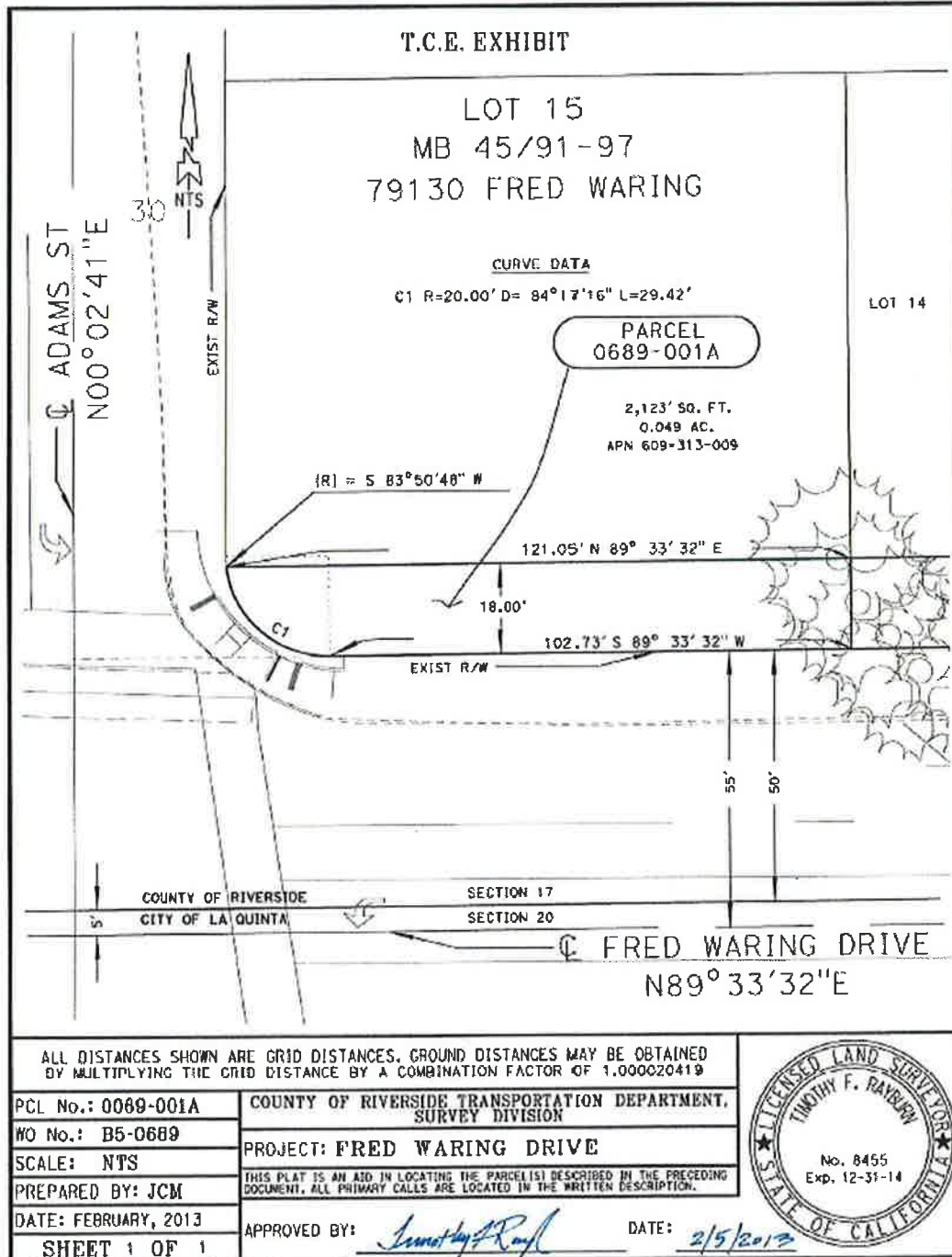
19 APPROVED AS TO FORM:
20 Pamela J. Walls, County Counsel

21 By:  _____
22 Patricia Munroe
23 Deputy County Counsel

ATTACHMENT "1"
EXHIBIT OF PROPERTY DEPICTION



ATTACHMENT "2"
 EXHIBIT OF
 TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	4	250	1,000.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	25	20	500.00
1 Gallon Shrub		Ea	7	10	70.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
overseed turf		Sf	900	0.3	270.00
Soil Preparation		Sf	270	0.35	94.50
6" Plastic Planter Header		LF	50	4	200.00
Turf Fertilizer		Sf	900	0.1	90.00
Annual Color		Flats		40	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf	270	0.85	229.50
2" Thich Rock Mulch		Sf		0.85	-
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Spray Irrigation		SF		1.5	-
Drip Irrigation per SF		SF	270	1	270.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1.5	-
4" Standard Grey	Light Broom Finish	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finish	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		8	-
6 inch concrete trowl edge		Lf		2	-
					-
Wall Reconstruction					
5' High standard block wall		Lf		58	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
Additional standard block 3 rows		Lf		30	-
Additional Slump block 3 rows		Lf		32	-
					-
			Sub-Total		2,724.00
Owner Coordination Cost (20%)				0.2	544.80
			Sub-Total		3,268.80
OPC Appraisal contingency (10%)					326.88
Total					3,595.68

ATTACHMENT "4"
AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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