

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

459A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
August 8, 2013

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-030A, within a portion of Assessor's Parcel Number 604-180-043;

(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:	\$ 8,400	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

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

County Executive Office Signature

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGLULO, CPA, AUDITOR-CONTROLLER
 BY: *Lisette Rose* 8/9/13
 Lisette Rose
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Patricia Munroe* 6/24/13
 Patricia Munroe
 DATE

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

Prev. Agn. Ref.: 3-34 of 1/08/13

District: 4/4

Agenda Number:

3-32

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA or designee to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and allocate the sum of \$5,900 for temporary access to Parcel 0689-030A, as well as \$2,500 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 sound wall 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 owner:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Rental Price and Improvements	Associated Costs*	Subtotal
0689-030A	604-180-043	Feldman	\$5,900	\$2,500	\$8,400

*Preliminary Title Report, County Appraisal, Consultant Time, and Staff Time

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number 604-180-043:

Temporary Access (Rental Price)	\$5,900
EDA/FM Real Property Staff Time	\$2,500
Total Estimated Acquisition Costs	\$8,400

The remaining costs will be paid directly by the RCTD who will then be reimbursed by Palm Desert Finance Authority. All costs associated with this property acquisition are fully funded in the RCTD budget for FY 2012/13. Thus, no additional net county cost will be incurred as a result of the transaction.

Attachments:

Temporary Construction Access Agreement for Parcel 0689-030A (4)

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

3
4 KENNETH E. FELDMAN, an Unmarried Man, (“Grantor”)

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 604-180-043 (PORTION)

8 PARCEL NO.: 0689-030A
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 KENNETH E. FELDMAN, an Unmarried Man, (“Grantor”). County and
14 Grantor are sometimes collectively referred to as “Parties.”

15 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
16 and use the land of Grantor in the County of Riverside, State of California, as portion of
17 Assessor’s Parcel Number 604-180-043, highlighted on Attachment “1,” attached
18 hereto (“Property”), and made a part hereof, for temporary access and for all purposes
19 necessary to facilitate and accomplish the construction of Fred Waring Drive
20 Improvements Project.

21 2. AFFECTED PARCEL. The temporary construction access, used during
22 construction of the Project, referenced as Parcel No. 0689-030A consisting of 1,192
23 square feet as depicted on Attachment “2,” attached hereto, and made a part hereof
24 (“TCA Area”).

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of
26 Five Thousand Nine Hundred Dollars (\$5,900.00) for the right to enter upon and use
27 the TCA Area in accordance with the terms hereof. The improvement value is based
28 on the highlighted items shown in attachment “3”, (Description of Improvements),

1 attached hereto and is included in the total compensation of this agreement.

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

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

9 6. RESPONSIBILITIES.

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

16 b. County's Responsibilities - County or its contractors shall remove or alter
17 some of the landscape irrigation items necessary to complete the public
18 improvement project from the TCA Area. The County shall reattach pool
19 equipment wall to new sound wall..

20
21 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area
22 by County, but before its relinquishment to Grantor, debris generated by County's use
23 will be removed and the surface will be graded and left in a neat condition.

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

28 9. OWNERSHIP. Grantor hereby warrants that they are the owners of the

1 Property and that they have the right to grant County permission to enter upon and use
2 the Property.

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

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

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

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

18 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
19 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
20 by this Agreement shall be tried in a court of competent jurisdiction in the County of
21 Riverside, State of California, and the Parties hereby waive all provisions of law
22 providing for a change of venue in such proceedings to any other county.

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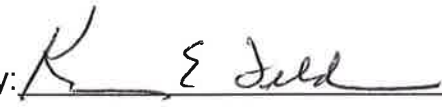
1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

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:
KENNETH E. FELDMAN, an Unmarried
Man

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

By:  _____
Kenneth E. Feldman

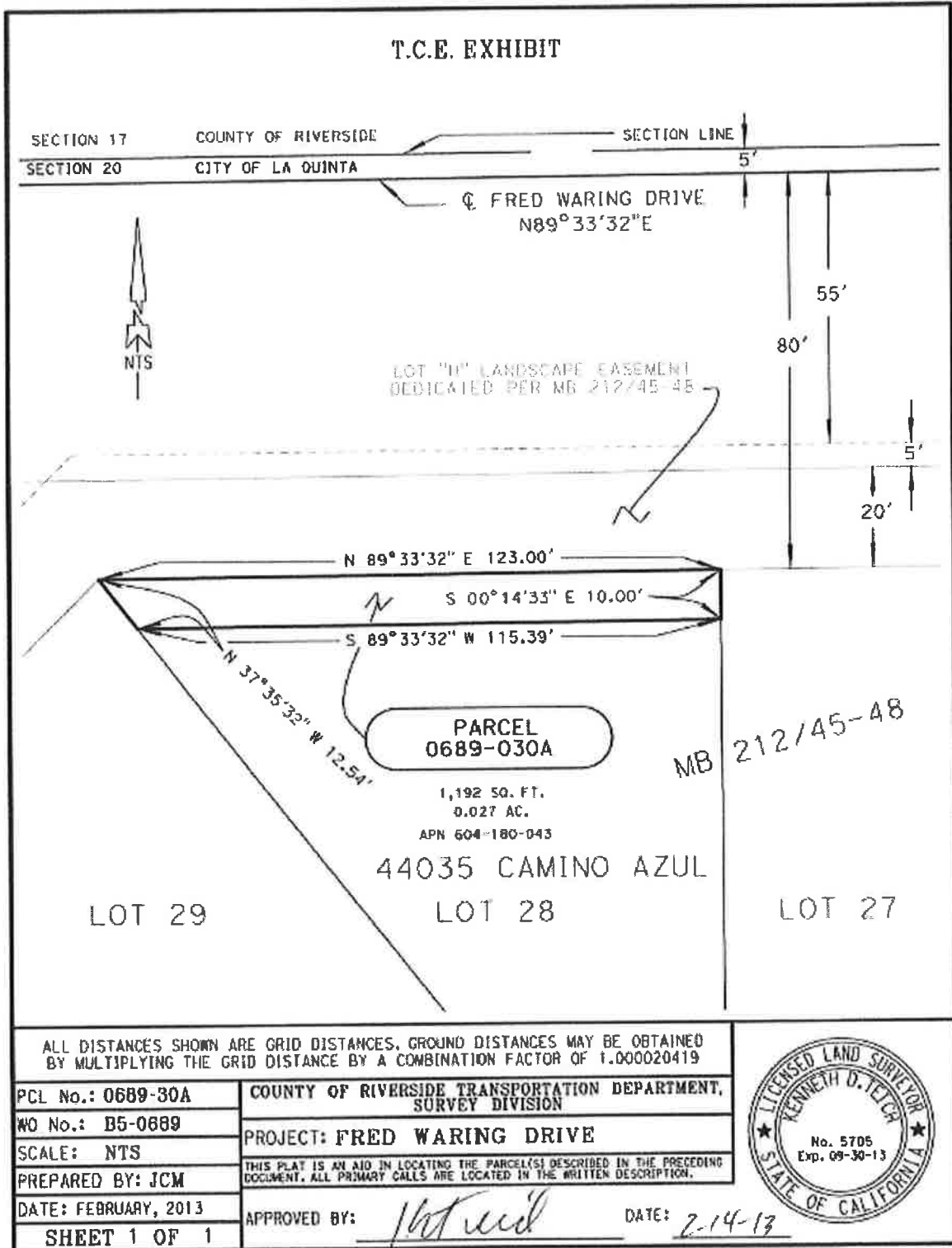
14 ATTEST:
15 Kecia Harper-Ihem
16 Clerk of the Board

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 "2"
EXHIBIT OF
TEMPORARY CONSTRUCTION EASEMENT/ACCESS AREA



ATTACHMENT "3"
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
Landscaping					
48" Box Tree		Ea		1,500	-
36" Box Tree		Ea		1,100	-
24" Box Tree		Ea		250	-
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		72	-
5 Gallon Shrub		Ea	26	19	494.00
1 Gallon Shrub		Ea	20	9.25	185.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf		0.85	-
Overseeding turf area		Sf	500	0.35	175.00
Soil Preparation		Sf	420	0.3	126.00
6" Plastic Planter Header		LF	140	4	560.00
Turf Fertilizer		Sf	500	0.1	50.00
Annual Color		FLATS		35	-
					-
Ground Covers					
1 1/2" Thich Decomposed Granite		Sf		0.5	-
2" Thich Rock Mulch		Sf	420	0.5	210.00
2' Landscape Boulders		Ea		125	-
					-
Irrigation					
Drip Irrigation per SF		SF	420	1	420.00
					-
Driveway Reconstruction					
Concrete Driveway Removal		SF		1	-
4" Standard Grey	Light Broom Finis	Sf		5	-
4" Standard Grey	Salt Finish	Sf		5.25	-
4" Tan Color	Light Broom Finis	Sf		5.5	-
4" Tan Color	Salt Finish	Sf		5.75	-
4" Stamped Concrete	Stone Pattern	Sf		8.5	-
Added 6" Brick Bands		Lf		3	-
Brick Driveway		Lf		12	-
					-
Wall Reconstruction					
3' High Graden Retaining Walls		Lf		50	-
5' high slump block wall		Lf			-
concrete wall cap		Lf		2.5	-
Add additional slump block 3 rows		Lf		25	-
Modify Tubular steel fence height		Lf		10	-
Paint Block Wall		LF		3	-
Landscape Lighting					
		LS		500	-
			Sub-Total		2,220.00
Owner Coordination Cost (20%)				0.2	444.00
			Sub-Total		2,664.00
OPC Appraisal Contingency (10%)					266.00
TOTAL					2,930.00