

FORM APPROVED COUNTY COUNSEL
 BY: *Patricia Romo* 10/16/13
 PATRICIA ROMO DA

Departmental Concurrence

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

460
A



FROM: Economic Development Agency/Facilities Management and
 Transportation Department

SUBMITTAL DATE:
 November 14, 2013

SUBJECT: Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project,
 District 4, [\$8,200]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-031A, within a portion of Assessor's Parcel Number 604-180-042;
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 his designee to execute any other documents and administer all actions necessary to complete this transaction; and

(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 Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 8,200	\$ 0	\$ 8,200	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Palm Desert Finance Authority-100%
Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Paul Angulo* 11/14/13

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-34 of 1/8/13

District: 4/4

Agenda Number:

3-23

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project, District 4, [\$8,200]

DATE: November 14, 2013

Page 2 of 4

RECOMMENDED MOTION: (Continued)

- 4. Authorize and allocate the sum of \$5,700 for temporary access to a portion of Assessor's Parcel Number 604-180-042 identified as Parcel 0689-031A and \$2,500 to pay all related transaction costs

BACKGROUND:

Summary

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).

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.

Impact on Residents and Businesses

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 constructing a parking lane on the north side of Fred Waring Drive to allow for safe ingress/egress from the residential homes.

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 the temporary access rights of a portion of the property with the following owner:

Parcel No.	Assessor's Parcel No. (portion)	Owner	Temporary Access	*Associated Costs	Total
0689-031A	604-180-042	Sharp	\$5,700	\$2,500	\$8,200

*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.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number: 604-180-042:

Temporary Access (Rental Price)	\$5,700
Associated Costs	2,500
Total Estimated Acquisition Costs	\$8,200

(Continued)

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

Economic Development Agency/Facilities Management and Transportation Department

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Page 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information: (Continued)

All costs associated with the temporary access of this property are fully funded by the Palm Desert Finance Authority in the Transportation Department's budget for FY 2013/14. No net county costs will be incurred as a result of this transaction.

ATTACHMENTS:

Temporary Construction Access Agreement for Parcel 0689-031A (4)

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

3
4 ARCHIE B. SHARP, JR. TRUST, (“Grantor”)

5
6 PROJECT: Fred Waring Drive Improvements

7 APN: 604-180-042 (PORTION)

8 PARCEL NO.: 0689-031A
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 ARCHIE B. SHARP, JR. TRUST, (“Grantor”). County and Grantor are
14 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 604-180-042, 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. 0689-031A consisting of 1,594
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 Seven Hundred Dollars (\$5,700.00) for the right to enter upon and use
27 the TCA Area in accordance with the terms hereof. The improvement value is based on
28 the highlighted items shown in attachment “3”, (Description of Improvements), attached

1 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 and hardscape items necessary to
18 complete the public improvement project from the TCA Area. The County
19 or its contractors will match the grade of the parcel to the roadway at the
20 property line. This will require relocating backyard wall two feet farther
21 out from the original property line and expanding the backyard property.
22 Any privately-owned site improvements currently located within the public
23 right of way will be removed by the contractor without compensation.
24 County will provide pedestrian access to the property during construction

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

28 8. HOLD HARMLESS. Grantor shall be held harmless from all claims of

1 third persons arising from the County's use of the TCA Area permitted under this
2 Agreement; however, this hold harmless agreement does not extend to any liability
3 arising from or as a consequence of the presence of hazardous waste on the Property.

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

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

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

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

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

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

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28 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:
ARCHIE B. SHARP, JR. TRUST

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

By:  _____
(Kathryn Hull, Trustee)

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

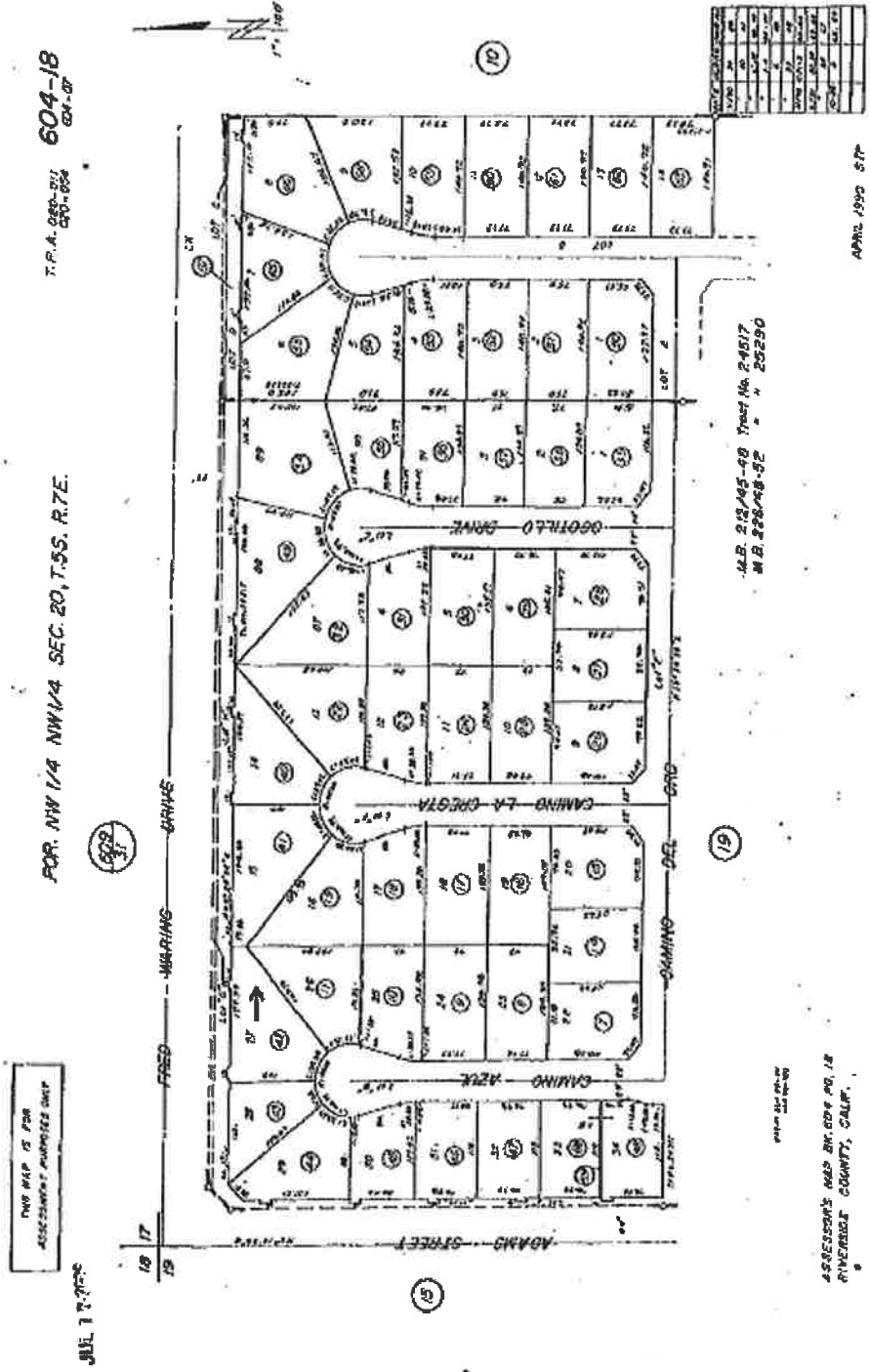
16 By: _____
17 Deputy

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

20 By:  _____
21 Patricia Munroe
22 Deputy County Counsel

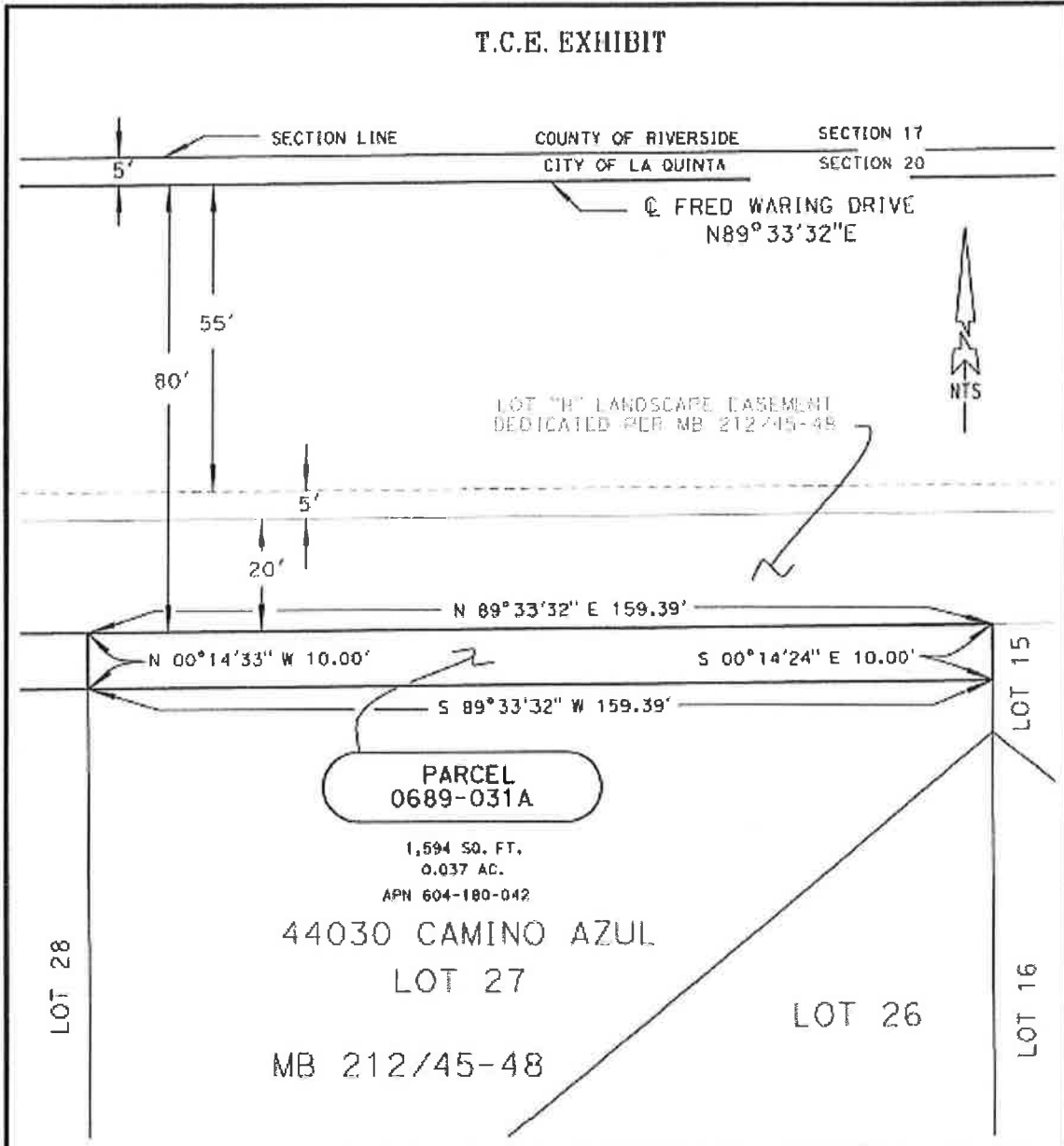
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ATTACHMENT "1" EXHIBIT OF PROPERTY DEPICTION



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



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ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000020419

PCL No.: 0689-31A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: B5-0689	PROJECT: FRED WARING DRIVE	
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	
PREPARED BY: JCM	APPROVED BY: <i>[Signature]</i>	DATE: 2-14-13
DATE: FEBRUARY, 2013		
SHEET 1 OF 1		

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	5	250	1,250.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	32	20	640.00
1 Gallon Shrub		Ea	20	10	200.00
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	0.3	150.00
Soil Preparation		Sf	435	0.35	152.25
6" Plastic Planter Header		LF	145	4	580.00
Turf Fertilizer		Sf	500	0.1	50.00
Annual Color		FLATS		40	-
					-
Ground Covers					
1 1/2" Thick Decomposed Granite		Sf		0.85	-
2" Thick Rock Mulch		Sf	435	0.85	369.75
2' Landscape Boulders		Ea		55	-
					-
Irrigation					
Drip Irrigation per SF		SF	435	1	435.00
					-
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 Trowel Band		Lf		2	-
					-
Wall Reconstruction					
3' High Graden Retaining Walls		Lf		50	-
5' high slump block wall		Lf		60	-
concrete wall cap		Lf		8	-
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		3,827.00
Owner Coordination Cost (20%)				0.2	765.40
			Sub-Total		4,592.40
OPC Appraisal Contingency (10%)					459.24
Total					5,051.64