

FORM APPROVED COUNTY COUNSEL  
 BY: Patricia Munroe 10/16/13 DATE

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: [Signature] 11/14/13 Departmental Concurrence

456A



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

**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, [\$7,500]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-004A,  
 within a portion of Assessor's Parcel Number 609-313-012;
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

[Signature]  
 Juan C. Perez, Director  
 Transportation and Land Management

[Signature]

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 7,500	\$ 0	\$ 7,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Palm Desert Finance Authority-100%				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2013/14	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: [Signature]  
 Jennifer C. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

District: 4/4

Agenda Number:

3-24

**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, [\$7,500]**

**DATE:** November 14, 2013

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**RECOMMENDED MOTION:** (Continued)

- 4. Authorize and allocate the sum of \$5,000 for temporary access to a portion of Assessor's Parcel Number 609-313-012 identified as Parcel 0689-004A 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 construct 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 the 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
0689-004A	609-313-012	Moore	\$5,000	\$2,500	\$7,500

\*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: 609-313-012:

Temporary Access (Rental Price)	\$5,000
Associated Costs	2,500
Total Estimated Acquisition Costs	\$7,500

(Continued)

**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, [\$7,500]  
**DATE:** November 14, 2013  
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**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 0689-004A (4)

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

3  
4 MATTHEW C. MOORE, an unmarried man, ("Grantor")

5  
6 PROJECT: Fred Waring Drive Improvements

7 APN: 609-313-012 (PORTION)

8 PARCEL NO.: 0689-004A  
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 MATTHEW C. MOORE, 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 609-313-012, 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. 0689-004A consisting of 1,224  
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 Dollars (\$5,000.00) for the right to enter upon and use the TCA Area in  
27 accordance with the terms hereof. The improved value is based on the highlighted  
28 items shown in attachment "3", (Description of Improvement), attached hereto and is

1 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. RESPONSIBILITES.

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 will be  
13 responsible for adding decorative piece to existing gate to maintain  
14 current site line. Grantor removes the County from the obligation or  
15 responsibility for installation or restoration of these items. Grantor waives  
16 rights to seek additional compensation for 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 (list from page 26 or so from the MVE from  
22 the proposed site improvements shall include). An exhibit depicting the  
23 existing condition of the property with these recommended improvements  
24 is attached, Attachment "4". Contractor will protect and maintain the gates  
25 current condition during construction or replace in kind and a chain linked  
26 fence will be place on site during construction to maintain safety of all  
27 personal property. Any privately-owned site improvements currently  
28 located within the public right of way will be removed by the contractor

1 without compensation. County will provide pedestrian access to the  
2 property during construction.  
3

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

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

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

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

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

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

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

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

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8            (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
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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:  
MATTHEW C. MOORE, an unmarried  
man

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

By:   
\_\_\_\_\_  
Matthew C. Moore

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

17 By: \_\_\_\_\_  
18 Deputy

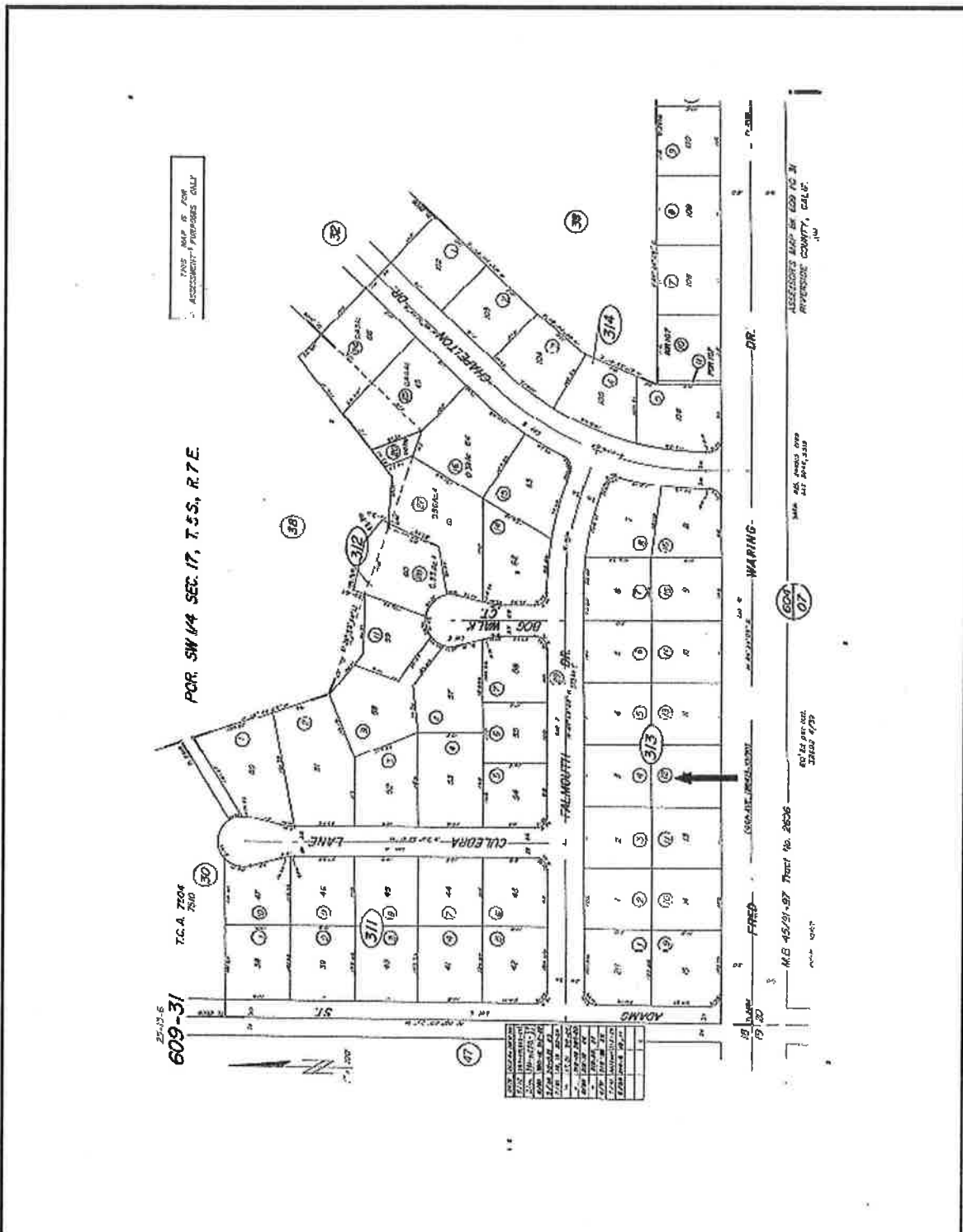
19 APPROVED AS TO FORM:  
20 Pamela J. Walls, County Counsel

21 By:   
22 \_\_\_\_\_  
23 Patricia Munroe  
24 Deputy County Counsel

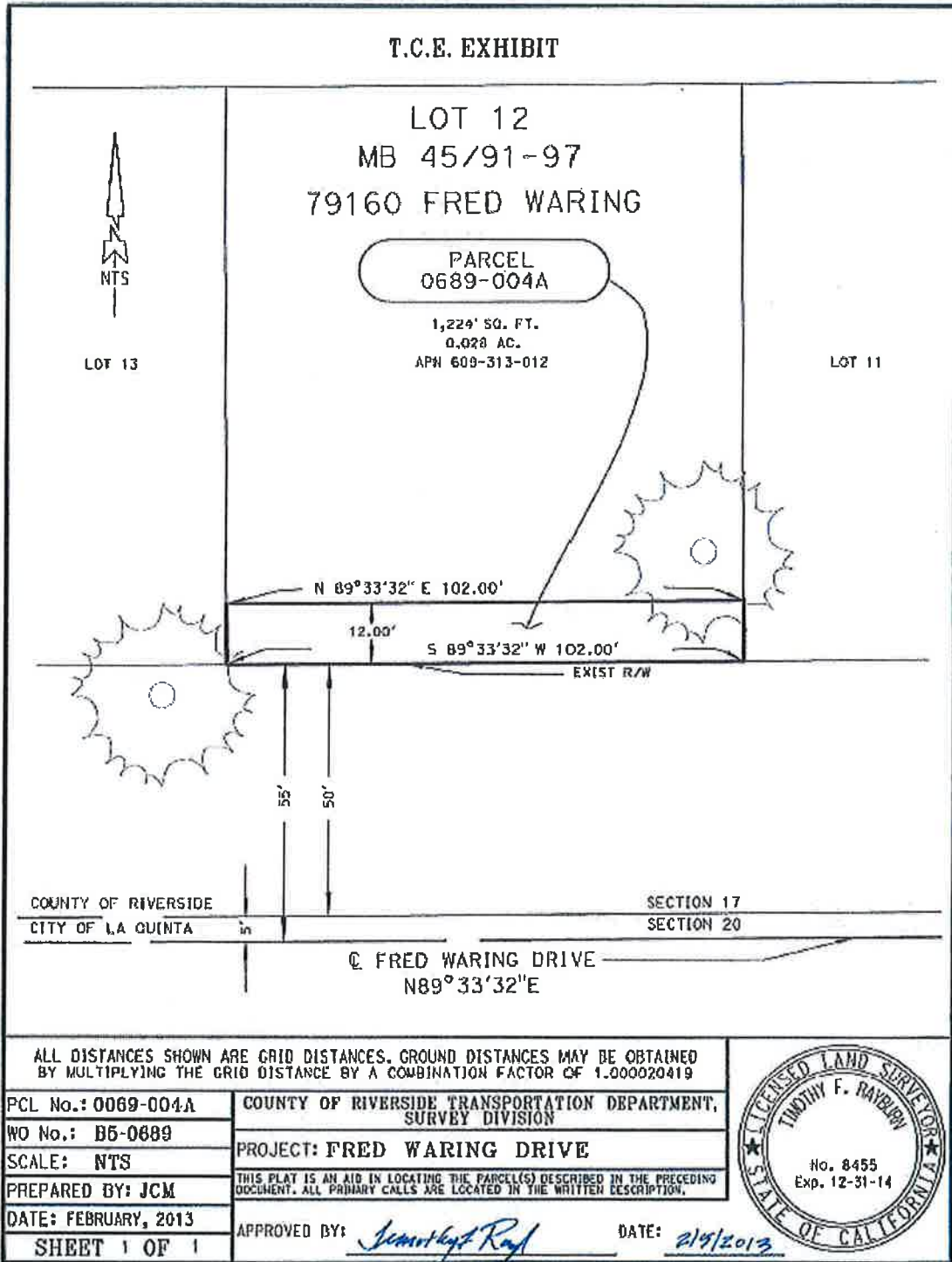


ATTACHMENT "1"  
EXHIBIT OF PROPERTY DEPICTION

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



ATTACHMENT "3"  
DESCRIPTION OF IMPROVEMENTS

Item		Unit	Units	Unit Price	Total
<b>Landscaping</b>					
48" Box Tree		Ea		850	-
36" Box Tree		Ea		650	-
24" Box Tree		Ea	1	250	250.00
15 Gallon Tree		Ea		85	-
15 Gallon Shrub		Ea		40	-
5 Gallon Shrub		Ea	15	20	300.00
1 Gallon Shrub		Ea	5	10	50.00
15 Gallon Vine		Ea		75	-
5 Gallon Vine		Ea		45	-
1 Gallon Vine		Ea		20	-
Sodded Turf		Sf	275	0.85	233.75
Seed Turf		Sf	750	0.3	225.00
Soil Preparation		Sf	440	0.35	154.00
6" Plastic Planter Header		LF	55	4	220.00
Turf Fertilizer		Sf	750	0.1	75.00
Annual Color		FLATS		40	-
					-
<b>Ground Covers</b>					
1 1/2" Thich Decomposed Granite		Sf		0.85	-
2" Thich Rock Mulch		Sf	165	0.85	140.25
2' Landscape Boulders		Ea		55	-
					-
<b>Irrigation</b>					
Spray Irrigation		SF		1.5	-
Drip Irrigation per SF		SF	165	1	100.00
					-
<b>Driveway Reconstruction</b>					
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		3	-
6 inch concrete trowl edge		Lf		0.5	-
					-
<b>Wall Reconstruction</b>					
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	-
					-
<b>Landscape Lighting</b>					
		LS	1	100	100.00
			<b>Sub-Total</b>		<b>1,848.00</b>
Owner Coordination Cost (20%)				0.2	369.60
			<b>Sub-Total</b>		<b>2,217.60</b>
Owner Coordination Cost (10%)					221.76
<b>Total</b>					<b>2,439.36</b>

ATTACHMENT "4"  
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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