

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

443  
A



**FROM:** Economic Development Agency/Facilities Management and Transportation Department

**SUBMITTAL DATE:**  
October 24, 2013

**SUBJECT:** Temporary Construction Access Agreement for the Fred Waring Drive Improvement Project, District 4, [\$20,300]

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

1. Approve the attached Temporary Construction Access Agreement for Parcel 0689-002A, within a portion of Assessor's Parcel Number 609-313-010;
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

\_\_\_\_\_  
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)   |
|--|----------------------|-------------------|-------------|---------------------------------|---|
| <b>COST</b>  | \$ 20,300            | \$ 0              | \$ 20,300   | \$ 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:   
\_\_\_\_\_  
County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 26, 2013  
xc: EDA, Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 3-34 of 01/08/13

District: 4/4

Agenda Number:

3-22

FORM APPROVED COUNTY COUNSEL  
DATE: 9/20/13  
BY: PATRICIA MUNROE

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
DATE: 11/13/13  
BY: Lisette Rose  
Departmental Concurrence

A-30  Positions Added  
4/5 Vote  Change Order

**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, [\$20,300]  
**DATE:** November 14, 2013  
**PAGE:** 2 of 3

**RECOMMENDED MOTION: (Continued)**

4. Authorize and allocate the sum of \$18,050 for temporary access to a portion of Assessor's Parcel Number 609-313-010 identified as Parcel 0689-002A and \$2,250 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.

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    |
|------------|---------------------------------|--------|------------------|-------------------|----------|
| 0689-002A  | 609-313-010                     | Garcia | \$18,050         | \$2,250           | \$20,300 |

\*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.

**Impact on Citizens and Businesses**

The Project is needed to improve safety and improve traffic flow.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

**FINANCIAL DATA:** The following summarizes the funding necessary for the temporary access of a portion of Assessor's Parcel Number: 609-313-010:

|                                   |          |
|-----------------------------------|----------|
| Temporary Access (Rental Price)   | \$18,050 |
| Associated Costs                  | \$ 2,250 |
| Total Estimated Acquisition Costs | \$20,300 |

(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, [\$20,300]  
**DATE:** November 14, 2013  
**PAGE:** 3 of 3

**FINANCIAL DATA:** (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 0689-002A (4)

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

3  
4 ALEXANDER GARCIA, JR and SHERIE S. GARCIA husband and wife as joint tenants,  
5 ("Grantor")

6  
7 PROJECT: Fred Waring Drive Improvements  
8 APN: 609-313-010 (PORTION)  
9 PARCEL NO.: 0689-002A  
10

11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement ("Agreement") is made by and  
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
14 ("County") ALEXANDER GARCIA, JR and SHERIE S. GARCIA, husband and wife as  
15 joint tenants, ("Grantor"). County and Grantor are sometimes collectively referred to as  
16 "Parties."

17 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon  
18 and use the land of Grantor in the County of Riverside, State of California, as portion of  
19 Assessor's Parcel Number 609-313-010, highlighted on Attachment "1," attached  
20 hereto ("Property"), and made a part hereof, for temporary access and for all purposes  
21 necessary to facilitate and accomplish the construction of Fred Waring Drive  
22 Improvements Project.

23 2. AFFECTED PARCEL. The temporary construction access, used during  
24 construction of the Project, referenced as Parcel No. 0689-002A consisting of 1,836  
25 square feet as depicted on Attachment "2," attached hereto, and made a part hereof  
26 ("TCA Area").

27 3. COMPENSATION. County shall pay to the order of Grantor the sum of  
28 Eighteen Thousand Fifty Dollars (\$18,050.00) for the right to enter upon and use the

1 TCA Area in accordance with the terms hereof. The value associated with the list of  
2 items in Attachment "3" is included in the compensation of this agreement. The items  
3 include shrubs, overseeding and fertilizing turf area, rock mulch, landscape lighting and  
4 modifying drip irrigation system if necessary.

5 4. NOTICE TO GRANTOR. County shall provide a 30 day written notice  
6 to the Grantor prior to using the rights herein granted. The rights herein granted may  
7 be exercised for six (6) months from the 30 day written notice. In the event construction  
8 within the Grantor's property should exceed beyond six (6) months, then an amount  
9 equal to One Hundred Dollars (\$100.00) will be paid to Grantor for each additional  
10 month the County or its contractors remain within TCE area. In the event construction  
11 continues within the Grantor's property beyond September 30, 2014 then an amount  
12 equal to One Thousand Dollars (\$1,000.00) will be paid to Grantor for each additional  
13 month the County or its contractors remain within TCE area. In no event will  
14 construction continue beyond March 2015.

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

18 6. RESPONSIBILITES.

- 19 a. Grantor's Responsibilities – County has identified landscape items that  
20 may be impacted by construction activities. Grantor is responsible for the  
21 purchase and installation of Attachment "3" items and elects to have  
22 motorized gate(s) installed at driveway(s). Grantor removes the County  
23 from the obligation or responsibility for installation or restoration of these  
24 items. Grantor waives rights to seek additional compensation for  
25 landscaping.
- 26 b. County's Responsibilities - County or its contractors shall remove or alter  
27 some of the landscape, irrigation and hardscape items necessary to  
28 complete the public improvement project from the TCA Area. The County

1 or its contractors will match the grade of the parcel to the roadway at the  
2 property line. This will require relocating mailbox, reconstructing front  
3 yard wall, and reconstructing driveway. County to work with property  
4 owners on driveway design. An exhibit depicting the existing condition of  
5 the property with these recommended improvements is attached,  
6 Attachment "4". Any privately-owned site improvements currently located  
7 within the public right of way will be removed by the contractor without  
8 compensation. County will provide pedestrian access to the property at  
9 all times during construction.

10  
11 7. DEBRIS REMOVED. At the termination of the period of use of TCA Area  
12 by County, but before its relinquishment to Grantor, debris generated by County's use  
13 will be removed and the surface will be graded and left in a neat condition.

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

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

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

28 11. MODIFICATIONS IN WRITING. This Agreement shall not be changed,

1 modified, or amended except upon the written consent of the parties hereto.

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

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

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

13 17. POSSESSION AND USE. It is mutually understood and agreed by and  
14 between the Parties hereto that the right of possession and use of the subject property  
15 by County, including the right to remove and dispose of improvements, shall  
16 commence upon the execution of this Agreement by all parties. The Purchase Price  
17 includes, but is not limited to, full payment for such possession and use.

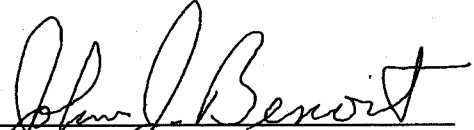
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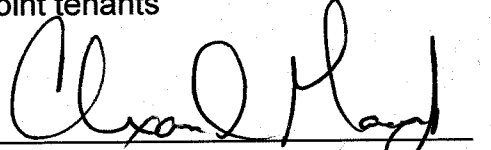
1 18. COUNTERPARTS. This Agreement may be signed in counterpart or  
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a  
3 signed original for all purposes.

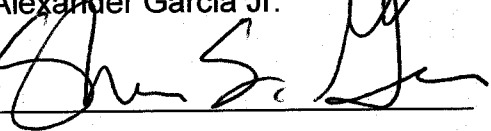
4 In Witness Whereof, the Parties have executed this Agreement the day and year  
5 last below written.

6  
7 COUNTY:  
8 COUNTY OF RIVERSIDE

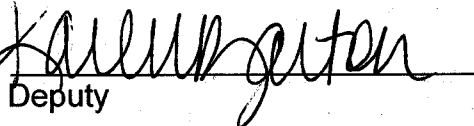
GRANTOR:  
ALEXANDER GARCIA, JR. and  
SHERIE S. GARCIA, husband and wife  
as joint tenants

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12 By:   
13 John J. Benoit, Chairman  
14 Board of Supervisors

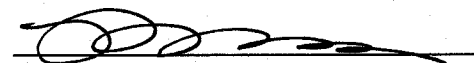
By:   
Alexander Garcia Jr.

By:   
Sherie S. Garcia

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

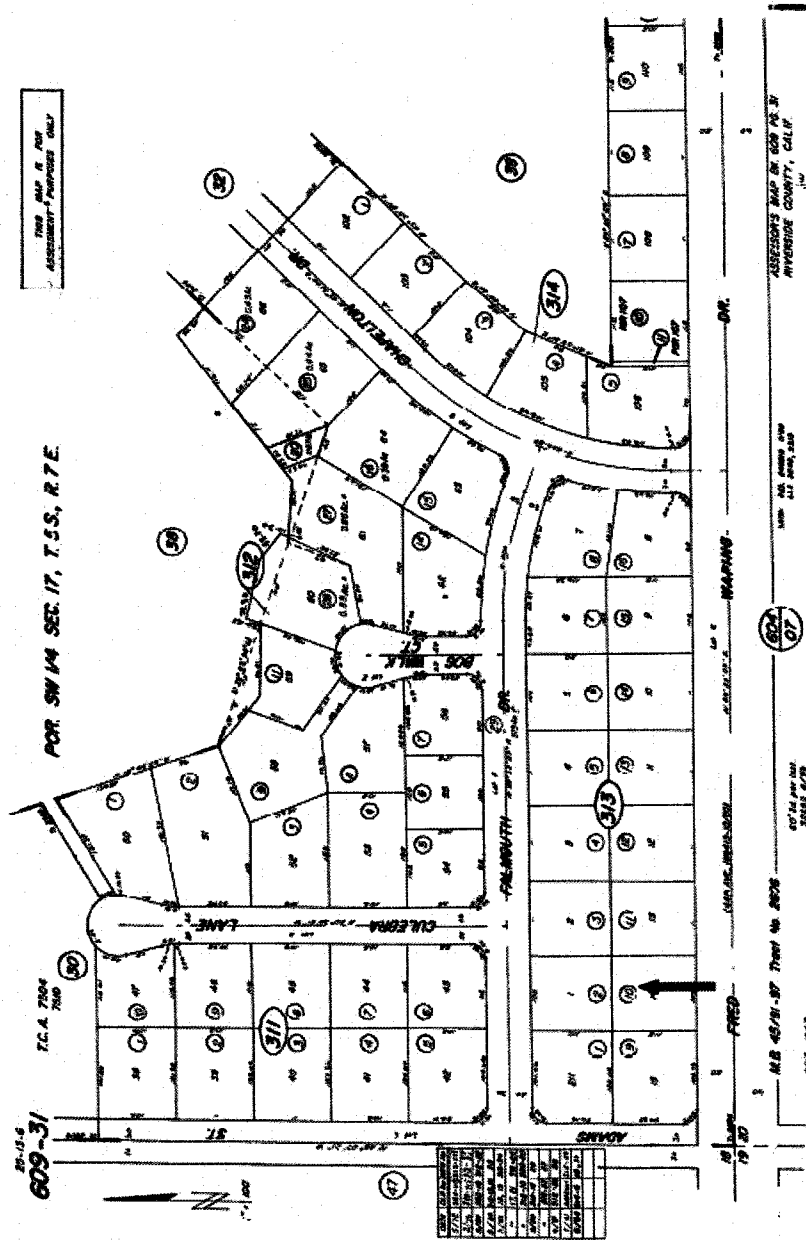
18 By:   
19 Deputy

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

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23 By:   
24 Patricia Munroe  
25 Deputy County Counsel  
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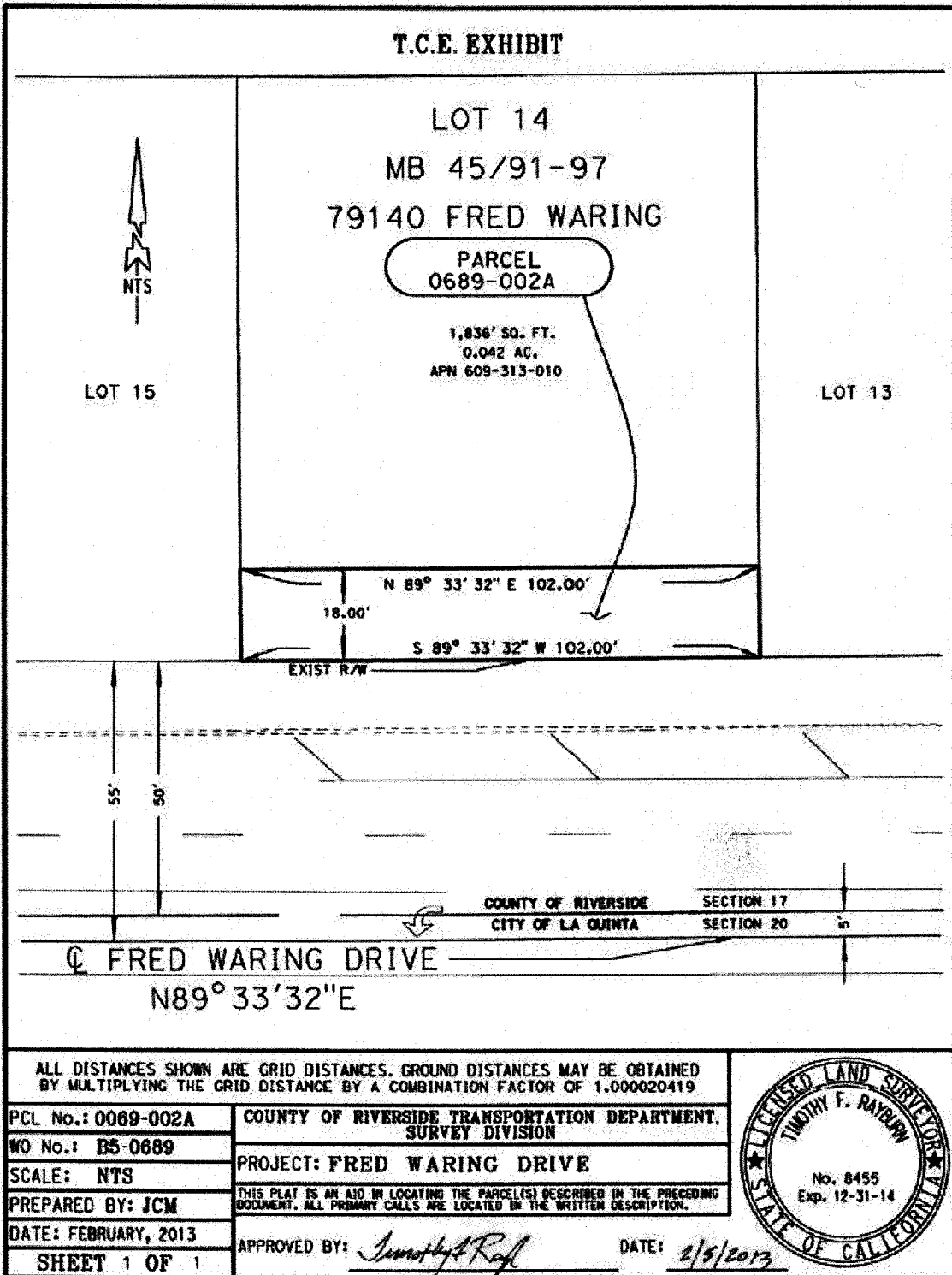


ATTACHMENT "1"  
EXHIBIT OF PROPERTY DEPICTION



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

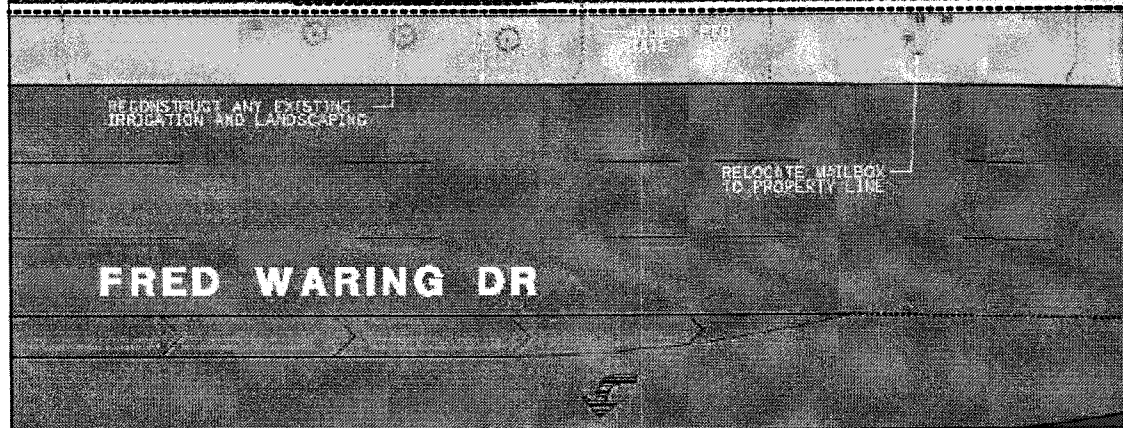



ATTACHMENT "3"  
DESCRIPTION OF IMPROVEMENTS

| Item                             |                    | Unit  | Units            | Unit Price | Total           |
|----------------------------------|--------------------|-------|------------------|------------|-----------------|
| <b>Landscaping</b>               |                    |       |                  |            |                 |
| 48" Box Tree                     |                    | Ea    |                  | 850        | -               |
| 36" Box Tree                     |                    | Ea    |                  | 650        | -               |
| 24" Box Tree                     |                    | Ea    | 6                | 250        | 1,500.00        |
| 15 Gallon Tree                   |                    | Ea    |                  | 85         | -               |
| 15 Gallon Shrub                  |                    | Ea    |                  | 40         | -               |
| 5 Gallon Shrub                   |                    | Ea    | 40               | 20         | 800.00          |
| 1 Gallon Shrub                   |                    | Ea    | 11               | 10         | 110.00          |
| 15 Gallon Vine                   |                    | Ea    | 3                | 75         | 225.00          |
| 5 Gallon Vine                    |                    | Ea    |                  | 45         | -               |
| 1 Gallon Vine                    |                    | Ea    |                  | 20         | -               |
| Sodded Turf                      |                    | Sf    |                  | 0.85       | -               |
| Seed Turf                        |                    | Sf    |                  | 0.3        | -               |
| Soil Preparation                 |                    | Sf    | 245              | 0.35       | 85.75           |
| 6" Plastic Planter Header        |                    | LF    |                  | 4          | -               |
| Turf Fertilizer                  |                    | Sf    |                  | 0.1        | -               |
| Annual Color                     |                    | FLATS | 3                | 40         | 120.00          |
|                                  |                    |       |                  |            | -               |
| <b>Ground Covers</b>             |                    |       |                  |            |                 |
| 1 1/2" Thich Decomposed Granite  |                    | Sf    | 900              | 0.85       | 765.00          |
| 2" Thich Rock Mulch              |                    | Sf    |                  | 0.85       | -               |
| 2' Landscape Boulders            |                    | Ea    |                  | 55         | -               |
|                                  |                    |       |                  |            | -               |
| <b>Irrigation</b>                |                    |       |                  |            |                 |
| Spray Irrigation                 |                    | SF    |                  | 1.5        | -               |
| Drip Irrigation per SF           |                    | SF    | 245              | 1          | 245.00          |
|                                  |                    |       |                  |            | -               |
| <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    |                  | 8          | -               |
| 6 inch concrete trowl edge       |                    | Lf    |                  | 2.5        | -               |
|                                  |                    |       |                  |            | -               |
| <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    |                  | 35         | -               |
|                                  |                    |       |                  |            | -               |
| <b>Landscape Lighting</b>        |                    |       |                  |            |                 |
|                                  |                    | LS    | 1                | 100        | 100.00          |
|                                  |                    |       | <b>Sub-Total</b> |            | <b>3,950.75</b> |
| Owner Coordination Cost (20%)    |                    |       |                  | 0.2        | 790.15          |
|                                  |                    |       | <b>Sub-Total</b> |            | <b>4,740.90</b> |
| OPC Appraisal Contingency (10%)  |                    |       |                  |            | 474.09          |
| <b>Total</b>                     |                    |       |                  |            | <b>5,214.99</b> |

ATTACHMENT "4"  
 AERIAL EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENT

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| LEGEND  | PROJECT  | SHEET No. |
|---|--|-----------|
|  COUNTY TO RECONSTRUCT WALL DRIVEWAY AND LANDSCAPING | <b>FRED WARING DRIVE</b><br>IMPACTS TO<br>79140 FRED WARING DR | XX of XX  |