

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



928C

FROM: Redevelopment Agency

SUBMITTAL DATE:
June 2, 2011

SUBJECT: Waterline Replacement/Fire Protection Improvement Project

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a. The construction of the waterline replacement and fire protection improvement project on 56th Street and Van Buren Boulevard is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing needed infrastructure facilities for safety improvements;
 - b. No other reasonable means of financing the project are available to the community due to the current economic crisis, which has significantly reduced the availability of county funds available to fund the project;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost: \$ 50,000	In Current Year Budget: Yes
	Current F.Y. Net County Cost: \$ 0	Budget Adjustment: No
	Annual Net County Cost: \$ 0	For Fiscal Year: 2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds

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

Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *Jeanne J. Johnson*
DATE *5-26-11*

FORM APPROVED COUNTY COUNSEL
BY *Anita C. Willis*
DATE *5-26-11*

Policy Policy
Consent Consent
Dept Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 2

Agenda Number

4 . 5

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for construction of infrastructure improvements;
2. Approve and authorize the Chairman of the Board to execute the attached agreement between the Jurupa Community Services District (JCSD) and the Redevelopment Agency for the County of Riverside, providing \$50,000 in redevelopment funds for the Waterline Replacement and Fire Protection Improvement Project; and
3. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to implement this agreement including signing subsequent necessary and related documents to complete this transaction.

BACKGROUND:

The Redevelopment Agency for the County of Riverside (RDA) and the Jurupa Community Services District (JCSD) identified a need to replace the waterline on 56th Street and Van Buren Boulevard in the Jurupa Valley Redevelopment Project Area. The scope includes the replacement of approximately 690 feet of existing 2-inch diameter water main with an 8-inch water main, replacement of all residential laterals within the cul-de-sac and installation of three new fire hydrants. The project will improve the reliability of the water service and ensure adequate fire flow protection is available at the three new fire hydrant locations within the cul-de-sac. The project will improve public safety by providing improved fire flows and fire protection services.

The attached agreement between JCSD and the agency provides \$50,000 in Jurupa Valley Redevelopment Capital Improvement Project Funds for the construction of the project. County Counsel has approved the attached agreement and staff recommends that the Board make the aforementioned findings and approve the agreement to provide funding for the project.

1 REIMBURSEMENT AGREEMENT
2 BY AND BETWEEN THE
3 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
AND THE JURUPA COMMUNITY SERVICES DISTRICT
FOR THE WATERLINE REPLACEMENT/FIRE PROTECTION IMPROVEMENT ON
56TH STREET and VAN BUREN BOULEVARD PROJECT

5 **THIS REIMBURSEMENT AGREEMENT**, hereinafter **AGREEMENT** is entered
6 into on this _____ day of _____, 2011, by and between the Redevelopment
7 Agency for the County of Riverside, a public body corporate and politic in the State of
8 California, hereinafter **AGENCY**, and the **JURUPA COMMUNITY SERVICES**
9 **DISTRICT**, hereinafter **WATER DISTRICT**, hereinafter collectively referred to as the
10 Parties.

11 **WITNESSETH**

12 **WHEREAS**, **AGENCY** is a redevelopment agency duly created, established and
13 authorized to transact business and exercise its powers, all under and pursuant to the
14 provisions of the Community Redevelopment Law which is Part 1 of Division 24 of the
15 California Health and Safety Code (commencing with Section 33000 et seq.);

16 **WHEREAS**, the **COUNTY** has adopted by Ordinance No. 763 on July 9, 1996, a
17 redevelopment plan for an area within the **COUNTY** known as the Jurupa Valley
18 Amendment Area of the Jurupa Valley Redevelopment Project Area (hereinafter
19 "PROJECT AREA"); and

20 **WHEREAS**, the Redevelopment Plan (hereinafter **PLAN**) was adopted in order
21 to eliminate blight and revitalize the substandard physical and economic conditions that
22 exist within the PROJECT AREA;

23 **WHEREAS**, pursuant to Section 33125 of the California Health and Safety
24 Code, the **AGENCY** is authorized to make and execute contracts and other
25 instruments necessary or convenient to the exercise of its powers;

26 **WHEREAS**, pursuant to Section 33421 of the California Health and Safety Code
27 a redevelopment agency may cause, provide to undertake or make provision with other
28 agencies for the installation, or construction of streets, utilities, parks, playgrounds and

1 other public improvements necessary for carrying out in the PROJECT AREA the
2 redevelopment plan;

3 **WHEREAS**, pursuant to Section 33445 of the California Health and Safety
4 Code, upon specific findings, a redevelopment agency may, with the consent of the
5 legislative body, pay all or a part of the value of the land for and the cost of the
6 installation and construction of any building, facility, structure or other improvement that
7 is publicly owned either within or without the PROJECT AREA;

8 **WHEREAS**, AGENCY and the WATER DISTRICT have determined that there is
9 a great need for a waterline replacement/fire protection improvement on Van Buren
10 boulevard and 56th Street, within the unincorporated community of Jurupa (hereinafter
11 the "PROJECT");

12 **WHEREAS**, the PROJECT will benefit the PROJECT AREA and Community by
13 improving the infrastructure relating to fire protection and therefore improving the safety
14 conditions of the community, as well as, meets a primary objective of the PLAN;

15 **WHEREAS**, the AGENCY agrees to reimburse the WATER DISTRICT for a
16 portion of construction costs associated with the PROJECT;

17 **NOW, THEREFORE**, in consideration of the covenants, conditions and
18 provisions contained herein, the Parties hereto do hereby agree as follows:

19 **SECTION 1. Purpose of AGREEMENT**. The purpose of this AGREEMENT is
20 to set forth the terms and conditions by which AGENCY will reimburse WATER
21 DISTRICT for WATER DISTRICT'S actual costs associated with the construction of the
22 PROJECT.

23 **SECTION 2. Location of the Project**. The PROJECT is located within the
24 Jurupa Valley Redevelopment PROJECT AREA on 56th Street near Van Buren
25 Avenue in the unincorporated Community of Jurupa, as more specifically detailed in
26 Exhibit A, which is attached hereto and made a part hereof by this reference.

27 **SECTION 3. Scope of Work**. Construct a waterline replacement/fire
28 protection improvement on 56th street near Van Buren Boulevard. The cost includes

1 survey, environmental clearance, utility coordination and construction.

2 **SECTION 4. Payment.** AGENCY shall reimburse WATER DISTRICT for the
3 actual cost of the improvements for an amount not to exceed FIFTY THOUSAND
4 (\$50,000) dollars which shall constitute the full and complete financial obligation of the
5 AGENCY. Said amount shall include, but is not limited to, all of WATER DISTRICT's
6 charges to design the project.

7 WATER DISTRICT shall invoice AGENCY monthly for the work performed
8 during the prior month and submit documentation to verify reimbursable expenditures
9 by WATER DISTRICT. A written project status report shall also be included with each
10 invoice. Said status report shall provide a description of the work completed that
11 AGENCY is being billed for and the work yet to be performed. Status report shall also
12 indicate the percentage of the project which is completed. The final invoice shall be
13 received by AGENCY within 12 months of completion of the construction of the project.
14 After said 12 month period, AGENCY will reprogram any remaining funds.

15 **SECTION 5. Permits.** WATER DISTRICT agrees to obtain, secure or cause to
16 be secured any and all permits and/or clearances which may be required by WATER
17 DISTRICT or any other federal, state or local governmental or regulatory agency
18 relating to the Project.

19 **SECTION 6. Principal Contact Persons.** The following individuals are hereby
20 designated to be the principal contact persons for their respective parties:

21
22 AGENCY: Gloria Perez, 2nd District Regional Manager
23 Redevelopment Agency for the County of Riverside
24 3403 Tenth St., Suite 500, Riverside, California 92501
 (951) 955-9056

25
26 WATER DISTRICT: Eldon E. Horst
27 Jurupa Community Services District
 11201 Harrel Street
 Mira Loma, CA 91752
 (951) 685-7434

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1 **SECTION 7. Conflict of Interest.** No member, official or employee of
2 AGENCY or WATER DISTRICT shall have any personal interest, direct or indirect, in
3 this AGREEMENT nor shall any such member, official or employee participate in any
4 decision relating to this AGREEMENT which affects his or her personal interests or the
5 interests of any corporation, partnership or association in which he or she is directly or
6 indirectly interested.

7 **SECTION 8. Interpretation and Governing Law.** This AGREEMENT and any
8 dispute arising there under shall be governed and interpreted in accordance with the
9 laws of the State of California. This AGREEMENT shall be construed as a whole
10 according to its fair language and common meaning to achieve the objectives and
11 purposes of the Parties hereto, and the rule of construction to the effect that
12 ambiguities are to be resolved against the drafting party shall not be employed in
13 interpreting this AGREEMENT, all parties having been represented by counsel in the
14 negotiation and preparation hereof.

15 **SECTION 9. No Third Party Beneficiaries.** This AGREEMENT is made and
16 entered into for the sole protection and benefit of the Parties hereto. No other person
17 or entity shall have any right of action based upon the provisions of this AGREEMENT.

18 **SECTION 10. Indemnification.** Except as to any legal challenge or claim
19 brought by any person or entity questioning the use of redevelopment funds for the
20 purposes set forth herein that is the subject of this AGREEMENT:

21 (i) WATER DISTRICT shall indemnify and hold AGENCY, its elected
22 officials, officers, directors, affiliates, agents and employees free and harmless from
23 liability to any person or entity not a party to this AGREEMENT from any damage, loss
24 or injury to person and/or property which primarily relates to or arises from the
25 negligence or willful misconduct of WATER DISTRICT, its officers, agents, or
26 employees in the execution or implementation of this AGREEMENT;

27 (ii) AGENCY shall indemnify and hold WATER DISTRICT, its officers, agents, or
28 employees free and harmless from any person or entity not a party to this

1 AGREEMENT from any damage, loss or injury to person and/or property which
2 primarily relates to or arises from the negligence or willful misconduct of AGENCY, its
3 elected officials, officers, directors, affiliates, agents, or employees in the execution or
4 implementation of this AGREEMENT.

5 **SECTION 11. Insurance.** WATER DISTRICT shall cause WATER DISTRICT's
6 Contractor/Consultant to maintain in force, until completion and acceptance of the
7 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily
8 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum
9 single limit coverage, and a policy of Automobile Liability Insurance in the amount of
10 \$1,000,000 minimum. Endorsements to each policy shall be required which name the
11 AGENCY, its officers, directors, officials, agents and employees as additionally
12 insured. WATER DISTRICT shall also require WATER DISTRICT's
13 Contractors/Consultant to maintain Worker's Compensation Insurance. WATER
14 DISTRICT shall provide Certificates of Insurance and Additional Insured Endorsements
15 which meet the requirements of this section to AGENCY upon request.

16 **SECTION 12. Section Headings.** The Section headings herein are for the
17 convenience of the Parties only and shall not be deemed to govern, limit, modify or in
18 any manner affect the scope, meaning or intent of the provisions or language of this
19 AGREEMENT.

20 **SECTION 13. Time Limit.** WATER DISTRICT shall complete the work that is
21 the subject of this AGREEMENT within a period of twelve (12) months after the date of
22 execution of this AGREEMENT. In the event said twelve (12) month period expires
23 prior to the completion of the work, the terms of this AGREEMENT may be extended
24 upon written consent of Parties. Nothing in this Section shall be deemed a waiver of
25 any or all claims or other actions by either party in regard to any breach of this
26 AGREEMENT.

27 **SECTION 14. Project Sign.** WATER DISTRICT agrees that AGENCY may
28 place a project sign at the project site identifying the road improvement project as a

1 Riverside County Redevelopment Agency Project.

2 **SECTION 15. Entire Agreement.** This AGREEMENT is intended by the
3 Parties hereto as a final expression of their understanding with respect to the subject
4 matter hereof and as a complete and exclusive statement of the terms and conditions
5 thereof and supersedes any and all prior and contemporaneous agreements and
6 understandings, oral or written, in connection therewith. Any amounts to or clarification
7 necessary to this AGREEMENT shall be in writing and acknowledged by all Parties to
8 the AGREEMENT.

9 **SECTION 16. Amendments to the Agreement.** Agency's Executive Director,
10 or his designee, is authorized to approve and execute amendments to the
11 AGREEMENT for additional reimbursements not to exceed twenty-five thousand
12 dollars (\$25,000). Such amendments shall be mutually agreed upon by and between
13 the Agency's Executive Director and General Manager of the Jurupa Community
14 Services District and shall be incorporated in written amendments to this Agreement.

15 **SECTION 17. Successors and Assigns.** This AGREEMENT shall inure to the
16 benefit of, and be binding upon, the successors, executors, administrators, legal
17 representatives and assigns of the Parties hereto.

18 **SECTION 18. Termination by Agency.** Agency shall have the right to
19 terminate this Agreement in the event Water District fails to perform, keep or observe
20 any of its duties or obligations hereunder; provided however, that Water District shall
21 have thirty (30) days in which to correct such breach or default after written notice
22 thereof has been served on it by Agency.

23 **SECTION 20. Termination by Water District.** Water District shall have the
24 right to terminate this Agreement in the event Agency fails to perform, keep or observe
25 any of its other duties or obligations hereunder; provided however, that Agency shall
26 have thirty (30) days in which to correct such breach or default after written notice
27 thereof has been served on it by Water District

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1 **IN WITNESS WHEREOF**, AGENCY and Water District have executed this
2 AGREEMENT as of the date first above written.
3

4 **REDEVELOPMENT AGENCY FOR THE**
5 **COUNTY OF RIVERSIDE**

6

7 **JURUPA COMMUNITY SERVICES**
8 **DISTRICT**

9

10 Bob Buster
11 Chairman, Board of Directors

12

13 Eldon E. Horst
14 General Manager

15

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

19 Deputy

20

21 **APPROVED AS TO FORM:**
22 Pamela J. Walls
23 County Counsel

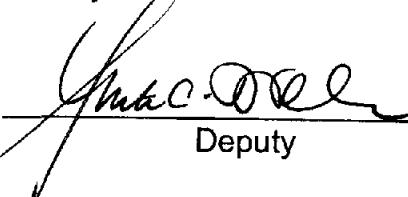
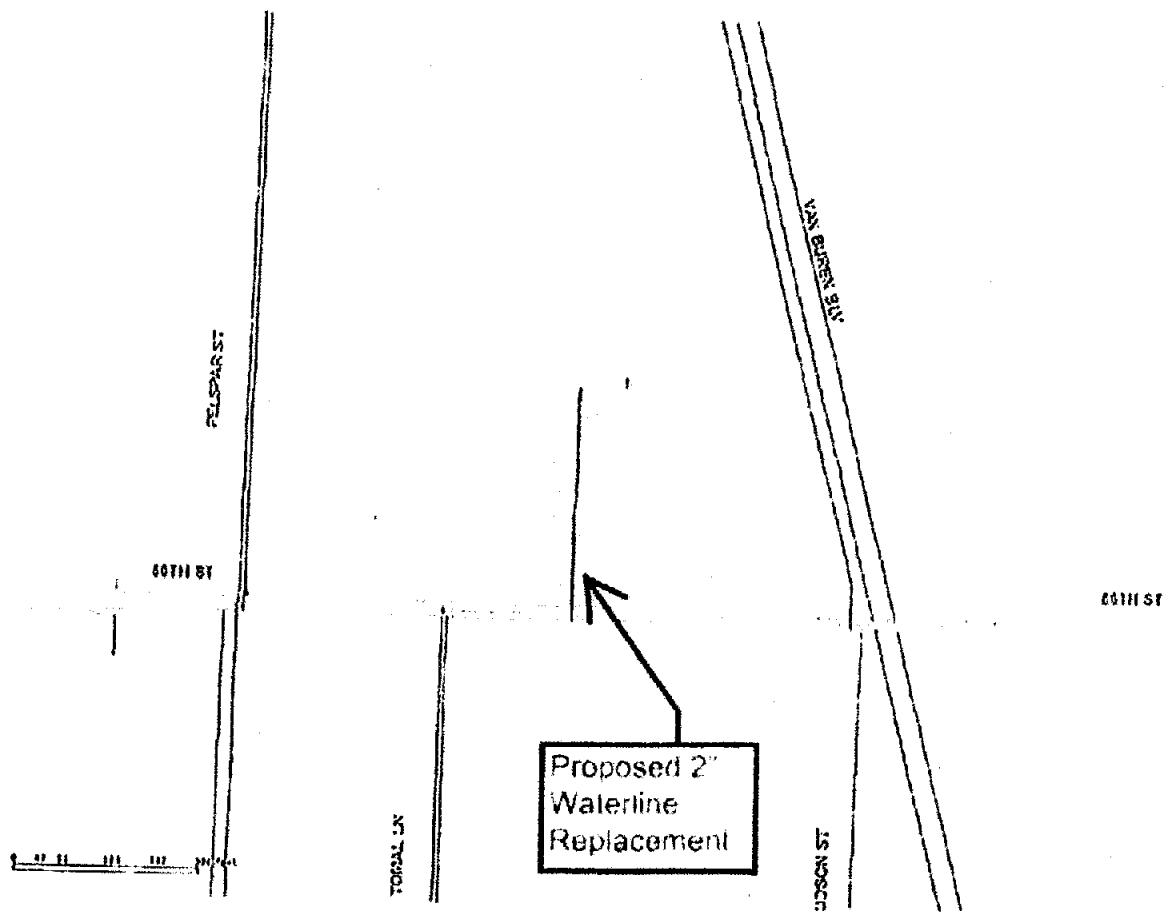
24 
25 Deputy

EXHIBIT "A"



56th Street Proposed WL Replacement



Selected parcel(s):
165-040-021

"IMPORTANT"

Maps and data are to be used for reference purposes only. Map features are approximate and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON Thu Jul 22 14:12:54 2010

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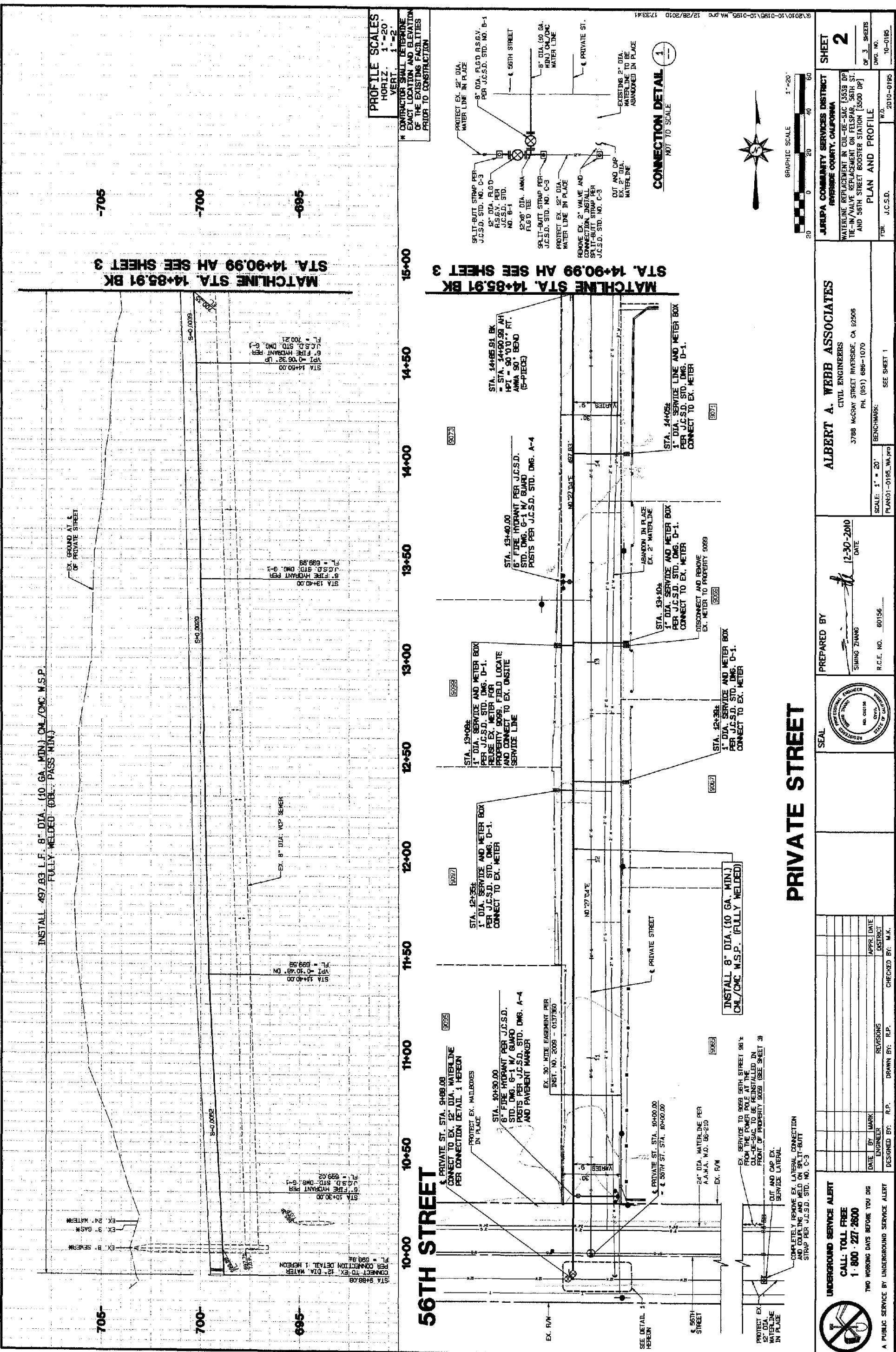
July 22, 2010

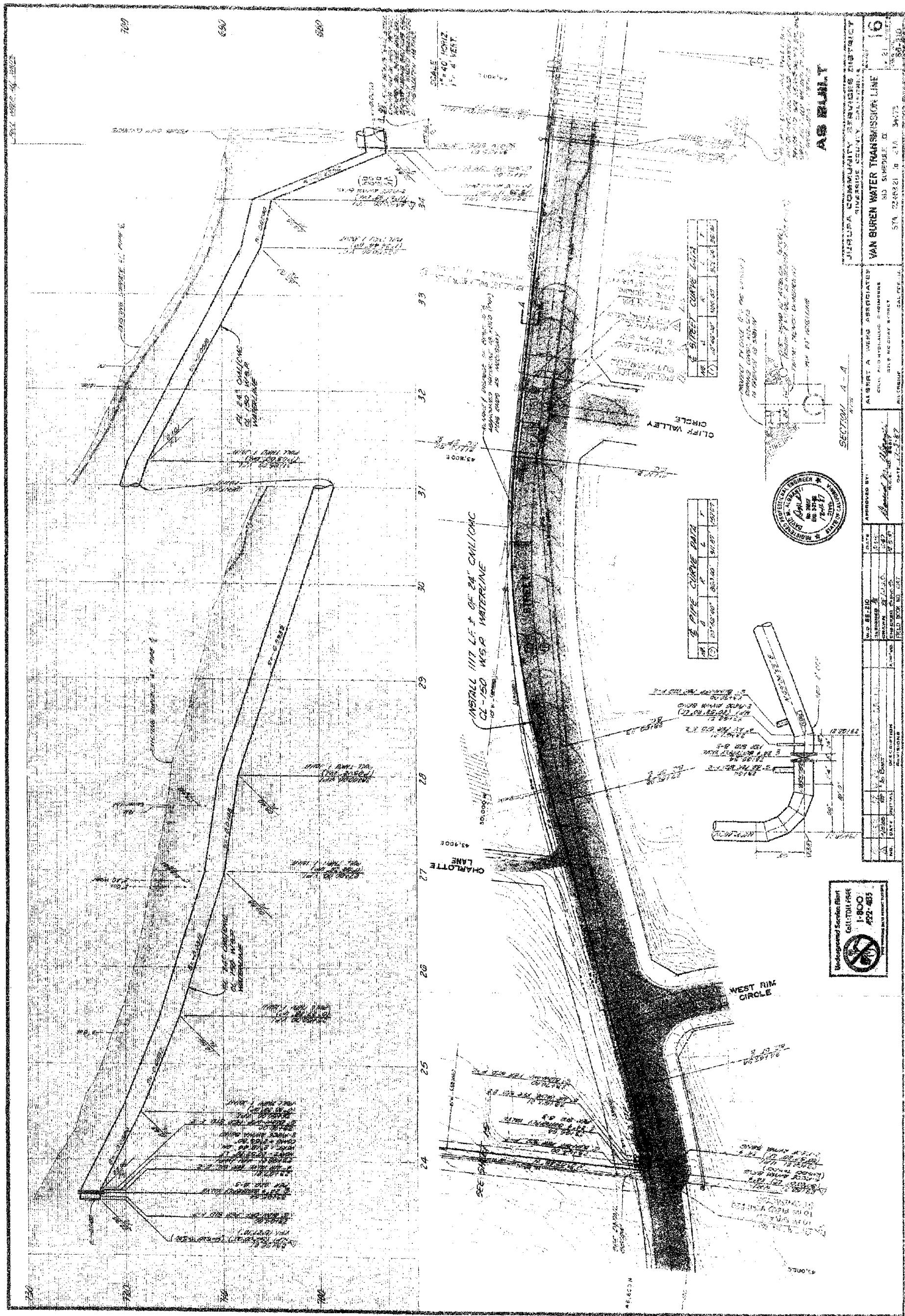
JURUPA COMMUNITY SERVICES DISTRICT

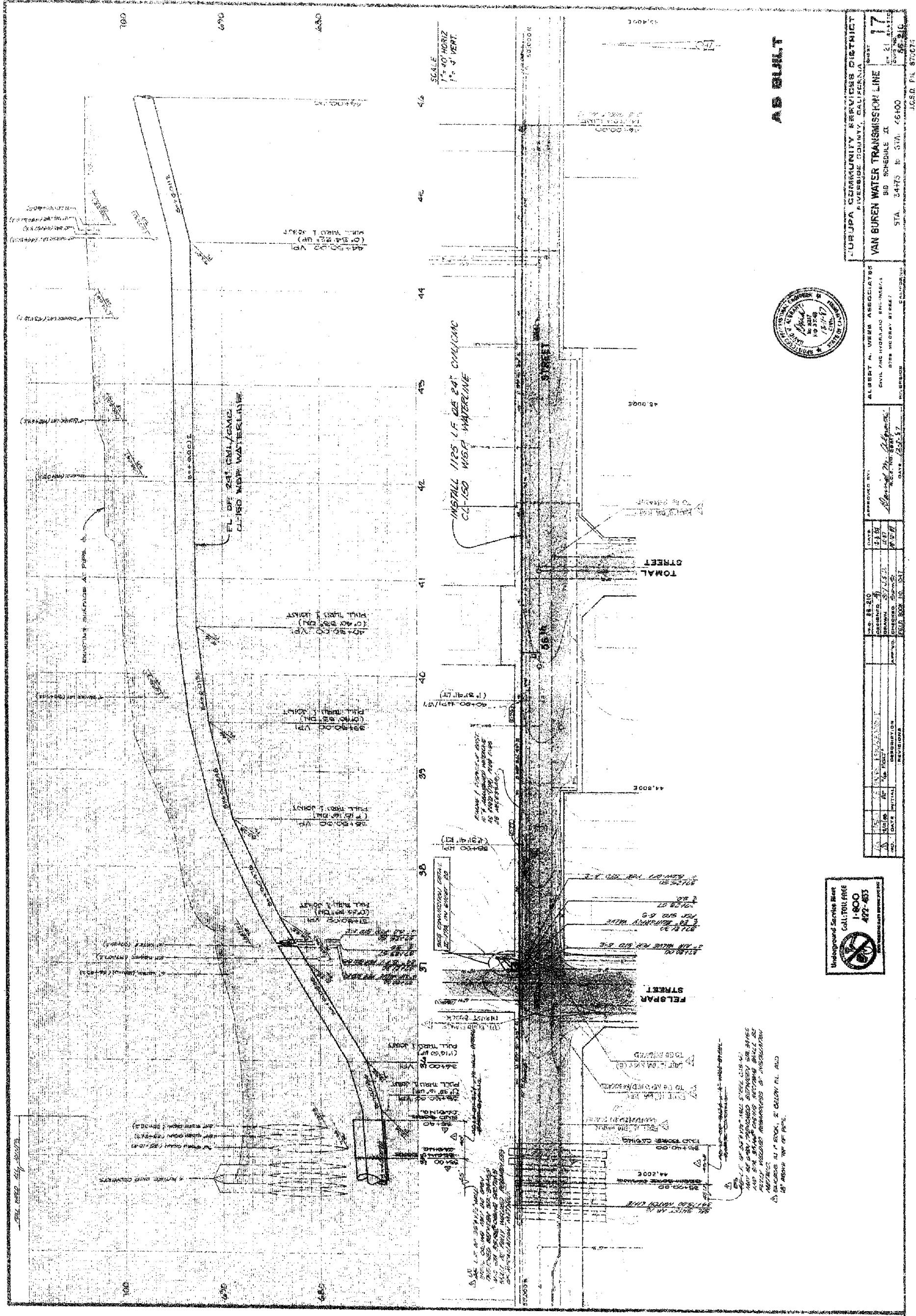
RIVERSIDE COUNTY, CALIFORNIA

WATERLINE REPLACEMENT IN CUL-DE-SAC [3539 DP] TIE-IN & VALVE REPLACEMENT ON FELSPAR/56TH/BOOSTER STATION [3500 DP]

GENERAL NOTES AND REQUIREMENTS (WATER):







Attachment 3

Contractor's Name: T.A. Rivard
 Address: 8884 Jurupa Road
 City, State, Zip: Riverside, CA 92509
 Phone: (951) 360 - 8596

SCHEDULE I -- Waterline Replacement in Cul-De-Sac Easement 3539DP

ITEM	QUANTITY	UNIT	MEAS	BID SCHEDULE		UNIT	PRICE	TOTAL
				DESCRIPTION				
101	1	LS	Mobilization, Insurance, Bonds and Pre-Construction Video			\$5,000.00		\$5,000.00
102	1	LS	Pothole existing utilities prior to construction			\$2,500.00		\$2,500.00
103	690	LF	8" Dia. CML/CMC (10 Ga.) fully welded W.S.P. Water Main			\$65.00		\$44,850.00
104	1	EA	12" Dia. R.S. Gate Valve per JCSD Std. Dwg. No. B-1			\$2,500.00		\$2,500.00
105	1	EA	8" Dia. R.S. Gate Valve per JCSD Std. Dwg. No. B-1			\$1,500.00		\$1,500.00
106	3	EA	6" Dia. Fire Hydrant per JCSD Std. Dwg. G-1 (with guard posts) including the end of line hydrant per Detail 2 on Sheet 3			\$3,500.00		\$10,500.00
107	1	EA	1" Dia. Air Valve per JCSD Std. Dwg. E-1 (with guard posts)			\$3,000.00		\$3,000.00
108	1	LS	Connect to existing 12" water main and cut and cap existing 2" waterline per Detail 1 on Sheet 2			\$3,500.00		\$3,500.00
109	7	EA	1" water service with new meter box installation for existing 5/8" and 3/4" meters per JCSD Std. Dwg. D-1 connected to customer On-site Piping. Existing water meters to be relocated as shown on plans			\$1,200.00		\$8,400.00
110	1	EA	1" water service with new meter box installation per JCSD Std. Dwg. D-1 connected to new customer Onsite Piping fronting 9059 56th Street. Existing water meter to be relocated from 56th Street			\$1,300.00		\$1,300.00
111	1	LS	Cut-in existing 12" water main with butt strap and cut and cap service line to 9059 on 56Th street per plans (sheet 2)			\$1,200.00		\$1,200.00
112	1	LS	Install 1" PVC Onsite Pipe for 9059 56th Street with connections to the house and the meter			\$500.00		\$500.00
113	1	LS	Traffic Control and Safety per the RCTD Encroachment Permit			\$1,500.00		\$1,500.00
114	1	LS	Trenching, Sheetig, Shoring and bracing			\$100.00		\$100.00
115	690	LF	Remove, dispose and replace base with decomposed granite base in Private road, remove and replace pavement in 56th Street with asphalt concrete per RCTD Encroachment Permit			\$15.00		\$10,350.00
116	1	LS	Provide video inspection of pipelines per specifications			\$2,000.00		\$2,000.00
117	1	LS	Dewatering for tie-in including piping, pumping, fitting and all associated cost			\$1,000.00		\$1,000.00
118	1	LS	Prepare and implement NPDES / SWPPP			\$2,500.00		\$2,500.00
119	1	LS	Testing, Chlorination and disinfection of pipelines along with all other work in the Contract documents not outlined in Bid Items 101 to 118, to make system operational			\$2,500.00		\$2,500.00

TOTAL SCHEDULE I:

\$104,700.00