

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

579



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
April 8, 2010

**SUBJECT:** Agreements with Coachella Valley Water District for Thermal Infrastructure Improvements

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

1. Approve and execute the agreement with Coachella Valley Water District for Drainage and Irrigation Improvements in Thermal;
2. Approve and execute the agreement with Coachella Valley Water District for Sewer and Water Improvements in Thermal; and
3. Authorize the Executive Director, or his designee, to sign subsequent necessary and relevant documents to implement the agreements.

**BACKGROUND:** (Commences on page 2)

*Robert Field*  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 699,898	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:** No

<b>SOURCE OF FUNDS:</b> Redevelopment Agency Capital Improvement Funds – Desert Communities Project Area	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

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

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK  
DATE: 4/8/10  
Departmental Concurrence

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

**Prev. Agn. Ref.:** Items 3.50 & 4.9 on 7/21/09 | **District:** 4<sup>th</sup> | **Agenda Number:**

4.6

**Background:** The unincorporated community of Thermal suffers from poor infrastructure, which is a barrier to development for the rural community.

The Redevelopment Agency is developing several projects for Thermal to provide essential services, including a new Sheriff Station and Aviation Facility, which is currently under construction and a new Fire Station, which is currently out to bid.

The RDA is also in plan check for major road improvements for the community. Private development has long been restrained from developing projects for Thermal because of the lack of fire flow and sewer and water capacity in the community. Also, there are irrigation and drain lines that need to be relocated now to accommodate future development. These lines were necessary when the area along Airport Boulevard was used primarily for agriculture, but this is no longer the case.

The Redevelopment Agency is proposing to undertake these infrastructure improvements because they will serve the capital projects that are currently being developed and will eliminate a barrier to future private development. The projects will also provide the necessary infrastructure for future development of the Jacqueline Cochran Regional Airport. The Coachella Valley Water District (CVWD) is the utility provider for these improvements, and the agreements provide clarification of the RDA responsibilities and CVWD's responsibilities.

A Mitigated Negative Declaration was adopted and Redevelopment findings required by Health and Safety Code Section 33445 for these projects were made by the Board of Supervisor on July 21, 2009 (Board Items 3.50 and 4.9). RDA staff, County Counsel and CVWD's counsel have reviewed the agreements and the staff is recommending approval by the Board of Directors. The cost for the irrigation and drainage improvements, based on the budget approved by the Board of Directors on January 26, 2009 (Board Item 4.2), is \$1,523,402.17. The cost for the sewer and water improvements are unknown at this time, as this project has not yet been bid, but the engineer's estimate is approximately \$19 million. The infrastructure improvements will be paid for with Desert Communities Project Area funds and will have no impact on the General Fund.

**Attachments:**

Agreement with CVWD for Irrigation and Drainage Improvements  
Agreement with CVWD for Sewer and Water Improvements

No Recording Fees  
Required Per  
Government Code  
Section 27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT  
Post Office Box 1058  
Coachella, California 92236

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(Space above this line is for Recorder's Use)

APN: 759-060-021; Portion of 759-100-005

SPECIAL IRRIGATION AND DRAINAGE SYSTEM INSTALLATION AGREEMENT

THIS SPECIAL IRRIGATION AND DRAINAGE SYSTEM INSTALLATION AGREEMENT ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California ("District") and THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body corporate and politic ("Agency").

A. Agency is the owner of certain real property located in the County of Riverside, California and legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference incorporated herein ("Agency Property").

B. Agency is developing a Sheriff's Station and Fire Station on the Agency Property ("Project"). The Agency Property consists of approximately 17.59 acres (Sheriff's Station) and 1.28 acres (Fire Station) for a total of 18.87 acres. The Fire Station comprises the initial phase of a larger development at the Jacqueline Cochran Regional Airport (JCRA) of which the total development portion of the JCRA is 375 acres including the Fire Station site.

C. The irrigation system ("Irrigation System") is comprised of the Coachella Branch of the All-American Canal ("Coachella Canal"), Flood Protection Dikes & Channels ("Protective Works") and irrigation distribution piping system ("Irrigation Distribution System") which supply Colorado River water to irrigation customers. The drainage system ("Drainage System") is comprised of a system open drains and drain piping which transport drainage water from on-farm drainage systems and urban areas to the Coachella Valley Stormwater Channel and the Salton Sea. The United States Bureau of Reclamation ("USBR") owns the Coachella Canal, Protective Works, and Irrigation Distribution System. CVWD owns the Drainage System and operates & maintains the Coachella Canal, Protective Works, Irrigation Distribution System and Drainage System. The development of the Sheriff's Station and the JCRA has required the widening of Airport Boulevard (Avenue 56) which in turn has required improvements and abandonments of the Irrigation and Drainage System.

D. Agency currently utilizes irrigation water service for the Agency Property for the purpose of irrigating a portion thereof. Except as otherwise set forth herein, the term "irrigation water" is intended to refer to recycled water from a District reclamation water plant (if available as determined by District, in District's sole and absolute discretion) or canal water from the Coachella Branch of the All American Canal.

E. Agency is willing to transfer to USBR the irrigation water distribution system after the construction thereof and District is willing to accept such transfer on behalf of USBR and to provide irrigation water service to the Project on the terms and conditions set forth herein.

F. Agency is desirous of having District accept urban and/or agricultural drainage water from the Agency Property into the Drainage System. The District is willing to accept such drainage water from the Agency Property subject to the terms and conditions set forth herein,

G. Portions of the Irrigation System and Drainage System lie within or adjacent to the Agency Property and are adversely impacted by the Project. Agency desires to abandon and/or relocate portions of the Irrigation System and Drainage System in accordance with the terms and conditions set forth herein. The term "relocate" shall mean the removal of the applicable portions of the Irrigation System and Drainage System and the construction of new portions of the same within new easements of fee owned land. The construction at the new portions of the Irrigation System and Drainage System shall take place before the removal and abandonment of the applicable portions of the Irrigation System and Drainage System.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. Agency General Responsibilities

- (a) (i) Agency shall, at Agency's sole cost and expense, be the Lead Agency responsible for compliance with the California Environmental Quality Act ("CEQA") and all other applicable state and federal environmental laws and all requirements of the Federal Endangered Species Act and the California Endangered Species Act arising out of or in connection with the removal of the applicable portions of the Irrigation System and Drainage System and facilities to be constructed hereunder and for compliance with all conditions and mitigation measures which must be satisfied in connection with the same. Agency shall cause such public agency of the State of California as shall be acceptable to District to act as lead agency for the purpose of complying with CEQA, or District may elect, but shall have no obligation, to act as lead agency. As part of its obligation to fund the CEQA process, Agency shall prepare or cause to be prepared all instruments, documents, reports and other like or kind writings required to be prepared and/or filed by CEQA.
- (ii) Agency shall, upon request by District, and at no cost to District, furnish District with such information as Agency possesses or has available to it from any consultants, engineers, contractors or other persons engaged by or under the control of Agency relating to the

environmental assessment relative to the removal of the applicable portions of the Irrigation System and Drainage System and creation of the improvements covered by this Agreement. In this regard, nothing herein contained shall be construed or interpreted to require District to take or participate in any legal action for the purpose of securing approval for any improvement.

- (b) (i) Agency shall employ, at its sole cost and expense, a qualified professional engineering firm ("Agency's Engineer") to plan, design and prepare detailed construction plans and specifications ("Plans") for the improvements described herein in full and complete accordance with District's design criteria and standards, including, but not limited to, the District's "Development Design Manual." Agency's Engineer shall complete the design and Plans and the same shall be submitted to District as set forth below. All such planning and design work and Plans performed and prepared by Agency's Engineer shall be subject to review and written approval by District prior to presentation thereof to contractors for bidding purposes. District shall approve or disapprove the Plans within a reasonable amount of time after submittal to District. In the event District disapproves the Plans, Agency shall modify the Plans in accordance with the reasons given for disapproval and shall resubmit the revised Plans to District for approval or disapproval. The foregoing procedure shall be continued until the Plans have been approved by the District. Agency hereby acknowledges and understands that District may approve or disapprove Agency's planning and design work and Plans, in its sole and absolute discretion. Agency represents that the Plans will conform to all applicable federal, state and local governmental rules, ordinances and regulations and all applicable environmental protection laws. To Agency's knowledge, after due inquiry, the Plans are complete, accurate, workable and are in compliance with all governmental requirements with respect thereto.
- (ii) Within thirty (30) days of District's approval of the Plans, Agency shall complete and submit an application to the USBR to (A) abandon the applicable portions of the Irrigation System and (B) construct and install the replacement portions of the Irrigation System. The submittal of the application to the USBR by Agency and the process by which Agency satisfies such requirements of the USBR will be coordinated through the District. Agency hereby agrees to satisfy the requirements of the USBR, at Agency's sole cost and expense. In the event a requirement of the USBR conflicts with the terms of this Agreement with respect to the abandonment or construction at the applicable portion of the Irrigation System, the requirements of the USBR shall prevail. Notwithstanding anything contained in this Agreement, Agency shall first complete the construction of the replacement portion of the Irrigation System and Drainage System prior to removing or causing the abandonment of the applicable portion of the Irrigation System and Drainage System. Nothing

herein shall relieve Agency for complying with any requirements of the USBR or District for receipt of encroachment permits to remove or cause the abandonment of the applicable portion of the Irrigation System and Drainage System.

(c) If applicable, Agency hereby consents and agrees to execute the District's standard form Water Production Metering Agreement (or such successor agreement) ("Metering Agreement") for any and all wells on the Agency Property producing more than twenty-five (25) acre feet of water in any calendar year. The Metering Agreement shall provide, in part, that (i) such wells must be equipped with a water measuring device ("Measuring Device") more particularly described therein; (ii) on a monthly basis the Agency shall report well production directly or grant District employees, agents and representatives an irrevocable right to come onto the Agency Property to read and maintain the Measuring Device, and (iii) Agency shall be required to pay a monthly replenishment assessment.

2. Agency's Responsibilities for Service

Agency shall do the following for drainage service at such time or times described herein or on Appendix "A" attached hereto and by this reference incorporated herein:

(a) Agency shall do the following for the design and construction of certain facilities:

(i) Subject to Section 5.(b), design and construct, at Agency's sole cost and expense, to District specifications, the pipelines, meters, box culverts or facilities shown on Exhibit "C" attached hereto and by this reference incorporated herein in accordance with the Schedule on Appendix A. The pipelines shall be of the type and material as shall be acceptable to the District in District's sole and absolute discretion. The provisions relating to the design, construction and installation of the improvements shall apply to the design and construction of the pipelines described herein.

(ii) Subject to Section 5.(b), design and remove, at Agency's sole cost and expense, to District specifications, the abandonment of pipelines or facilities shown on Exhibit "C" attached hereto in accordance with the Schedule on Appendix A. The design and abandonment of the irrigation and/or drainage facilities shall comply with District and USBR requirements and procedures as provided in the District's Development Design Manual. Upon completion of the replacement portions of the Irrigation System and Drainage System, Agency shall remove the applicable portions of the Irrigation System and Drainage System in accordance with the terms hereof.

(b) Complete in the required sequence, in accordance with the schedule in Appendix A, the Pipeline installation and abandonments described herein.

(c) Agency shall pay to District all other charges related to the provision of irrigation and drainage service to the Agency Property when these services are requested.

3. Agency Pre-Plan Check Requirements

(a) Prior to submitting the Plans to the District for initial plan check, Agency shall do the following:

(i) Concurrently with the execution of this Agreement by Agency, Agency shall deliver to District a current preliminary report ("PR") affecting the Agency Property dated within thirty (30) days of the delivery thereof to District. The District will notify Agency of any title exceptions within the PR which must be subordinated to the lien of this Agreement. Notwithstanding the foregoing, any monetary liens or liens of any covenants, conditions and restrictions must be subordinated to the lien of this Agreement. Agency shall have a period of thirty (30) days after the receipt of written notice to cause the subordination of the items listed in District's notice, as well as any monetary liens or liens of any covenants, conditions and restrictions.

(ii) Pay the District's plan check deposit and any amounts necessary to reimburse District for costs incurred in connection with review of the Plans.

(iii) Complete and deliver to District the original Bill of Sale on a form supplied by the District.

(b) Prior to submitting Plans to the District for the second plan check, Agency shall do the following:

(i) Agency, at its sole cost and expense, shall furnish to District recorded grant deeds and/or recorded easement document(s) and/or recorded easements proposed to be dedicated in tract maps and/or public rights-of-way, if applicable, satisfactory to District and USBR (with respect to the replacement portion of the Irrigation System) (in their sole and absolute discretion) as to content, form, location, and width and which assure District's unequivocal right to own, operate, maintain, replace, repair, enlarge, reconstruct, remove and improve the improvements. Agency shall ensure that all deeds of trust, mortgages and covenants, conditions and restrictions are reconveyed as to fee ownership and subordinated to the easement(s) set forth herein. Agency shall also ensure that the grant deeds and easements comply with the requirements of the District's rules and regulations.

- (ii) Prepare landscape irrigation plans and specifications for the Project (“Landscape Plans”) for the Agency Property in full and complete accordance with the rules, regulations, criteria, standards and procedures, including the District’s Design Manual. The design and Landscape Plans shall be submitted to District for review and written approval. District shall approve or disapprove the Landscape Plans within a reasonable amount of time after submittal thereof to District. In the event District disapproves the Landscape Plans, Agency shall modify the Landscape Plans in accordance with the reasons given for disapproval and shall resubmit the revised Landscape Plans to District for approval or disapproval. The foregoing procedure shall be continued until the Landscape Plans have been approved by the District. Agency hereby acknowledges and understands that District may approve or disapprove of Agency’s Landscape Plans, in its sole and absolute discretion. Agency represents that the Landscape Plans will conform to all applicable federal, state and local governmental rules, ordinances and regulations and all applicable environmental protection laws. To Agency’s knowledge, after due inquiry, the Landscape Plans are complete, accurate, workable and are in compliance with all governmental requirements with respect thereto.

4. Agency Plan Approval/Release Requirements

Prior to the approval/release of the Plans by the District for the improvements, Agency shall furnish to District the following:

- (a) The approved Plans in electronic CAD format.

5. Agency Pre-Construction Requirements

Following receipt of District’s approval of the design and Plans for the improvements and prior to the construction thereof, Agency shall do the following:

- (a) Agency will provide copy of contractor’s Contract Performance Bond for not less than 100% of the bid price at or prior to preconstruction meeting to District.
- (b) Employ, a qualified contractor or contractors (collectively, “Agency’s Contractor”) properly licensed by the State of California to construct and complete the improvements.
- (c) Arrange, or cause the Agency’s Contractor to arrange, a pre-construction meeting with the District. At such meeting there shall be at least one (1) representative of Agency, Agency’s Contractor and District. At such meeting, Agency shall be required to pay to District such deposit for inspection as shall be



required by District. District shall deduct from said deposit all reasonable cost and expense of District, including, but not limited to, District's agents, employees or independent contractors. District shall handle such deposit consistent with the District's rules, regulations and procedures with respect to such deposits.

(d) Agency will provide copy of contractor's Certificate of Insurance evidencing that all insurance coverages listed on Exhibit "D" has been secured and shall be maintained through the course of the construction of the improvements performed under this Agreement.

6. Agency Construction Requirements

Following satisfaction of the requirements set forth in Section 5, Agency shall construct the improvements in accordance with the following requirements:

(a) Agency shall, at its sole cost and expense, apply for and obtain all necessary consents, approvals, permits, authority, licenses or entitlements as shall be required for the construction and installation of each facility or improvement from all appropriate governmental authorities.

(b) Once construction and/or installation of an improvement has commenced, Agency shall diligently prosecute the same to completion at no cost or expense to District in conformance with the laws, rules and regulations of all governmental bodies and agencies, including those of the District.

(c) Agency shall perform, or cause to be performed, all construction and installation of the improvements in good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken and in compliance with the construction standards set forth herein. Agency shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, construction and installation of the improvements.

(d) Agency shall cause the Agency's Contractor to comply with the applicable OSHA standards and requirements, including following OSHA safety standards and submitting construction and shoring plans as required.

(e) District shall be under no obligation to protect any improvement to be constructed by or on behalf of Agency, or any material, tool, equipment and facilities until written acceptance thereof by District. Prior to the acceptance, Agency shall bear all risk of loss or damage thereto by whatever cause inflicted. Agency shall rebuild, repair, restore and replace or cause to be rebuilt, repaired, restored or replaced, and make good all injuries or damages to any portion of the improvements before completion and acceptance by District and Agency shall bear the expense thereof.

(f) Agency shall directly pay all costs associated with the construction of the improvements, including, but not limited to, furnishing of materials, and Agency shall keep District free and harmless from such costs.

(g) Each improvement shall be installed in strict compliance with the Plans. Any deviations from the approved Plans must be approved by District, in writing, prior to being made.

(h) Agency and District both agree that any improvements preformed pursuant this Agreement are subject to prevailing wage requirements. Agency will ensure that the contractor(s) to whom the contract is awarded and any sub-contractor(s) under him shall pay not less than the specified prevailing wage rate of wages as determined by the general prevailing wage determination made by the State of California's Director of Industrial Relations, to all workmen employed in the execution of the improvements under this Agreement. Agency further agrees to ensure that each contractor(s) and any subcontractor(s) shall keep an accurate record showing the name, occupation and actual per diem wages paid to each workman employed by him in connection with the work performed under this Agreement. The records shall be kept open at all reasonable hours to the District for inspection for a period of no less than seven years from completion of the Project.

(i) Agency hereby irrevocably appoints District to inspect the furnishing and installation of the improvements. Agency shall provide District representatives with reasonable access for inspection purposes. It is understood and agreed that District's inspection personnel shall have the authority to enforce the Plans, which authority shall include requiring that all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by Agency's Contractor. Nothing herein shall be construed to grant District direct control over Agency's Contractor or anyone but Agency or its designee. District's inspection does not include inspection for compliance with safety requirements by Agency's Contractor. Any inspection completed by District shall be for the sole use and benefit of District, and neither Agency nor any third party shall be entitled to rely thereon for any purpose. District does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the improvements.

7. Agency Project Completion and Acceptance

(a) (i) Upon completion and testing of an improvement and/or abandonment of the applicable portion of the Irrigation System and Drainage System, and after final paving, Agency shall give District notice of the same. District shall make a final inspection and provide written notice to Agency either (A) confirming that such improvement has been completed and/or abandoned in accordance with the requirements of this

Agreement or (B) setting forth a punchlist of items that need to be completed or corrected. If District provides such a punchlist, the above-referenced notice and inspection procedure shall be repeated upon completion of the punchlist items. Nothing herein shall be considered a waiver of any warranty, guarantee or other right in favor of the District.

(ii) Upon completion and acceptance of each applicable improvement and/or abandonment of the applicable portion of the Irrigation System and Drainage System, Agency shall prepare and execute a Certificate of Completion and Final Acceptance as to each applicable improvement and record said notice with the Office of Recorder of the County of Riverside, State of California.

(iii) Upon receipt of the Certificate of Completion and final acceptance, the Bill of Sale provided herein shall convey title to the improvements at no cost and expense to the District. The improvements shall be transferred to District free of all liens and encumbrances. Agency shall provide District with the final construction costs of the improvements.

(iv) Agency warrants and represents to District that the improvements covered hereby shall be free from construction defects for eighteen (18) months.

(v) Agency shall repair, or cause to repair, at Agency's cost and expense, all failures of any improvement which was furnished, installed and/or constructed due to faulty materials or installation during the eighteen (18) month warranty period referred to in subsection (iv) above. Nothing in this subsection or subsection (iv) above shall limit or abrogate any other claims, demands or actions District may have against Agency or Agency's Contractor on account of damages sustained by reason of such defects, nor shall the provisions of this Section limit, abrogate or affect any warranties in favor of District which are expressed or implied by law or set forth in any construction agreement.

(b) Agency's Engineer shall provide to District all field engineering surveys associated with the construction of the improvements, at Agency's sole cost and expense. Agency shall promptly furnish to District all field notes and grade sheets, together with all location, offset, and attendant data and reports, resulting from Agency's field engineering survey and/or proposed facility design changes, all of which have been prepared in accordance with generally accepted engineering practices, and allow District sufficient time to approve or make any required design changes resulting therefrom prior to construction. Any inspection or review pursuant to this subsection shall be for the sole use and benefit of District, and neither Agency nor any third party shall be entitled to rely thereon for any purpose.

8. Project Close Out Requirements

After receipt of the Certificate of Completion and final acceptance the following requirements shall apply:

- (a) Upon completion of an improvement, Agency shall notify District in writing, and cause contractors and all subcontractors and materialmen to provide unconditional lien and material releases.
- (b) Agency shall provide District with a declaration by Agency's Contractor that the Agency's Contractor and all persons and entities who furnished material in the construction of the improvements have been paid in full.
- (c) All permits, plans and operating manuals related thereto, shall be delivered to and become the sole property of the District, subject to Agency's warranty work and other obligations required hereunder. On the acceptance of an improvement, Agency shall deliver to District, at no cost to the District, all surveys and as-built drawings associated with the construction of the improvement.

9. General Provisions

- (a) Agency shall assume the defense of, indemnify and hold harmless District Indemnitees and its consultants, engineers, employees and agents and their respective successors and assigns, and each and every one of them, in accordance with the provisions of Exhibit "E" attached hereto and by this reference incorporated herein.
- (b) Except as otherwise provided by law, District shall fully indemnify and hold Agency and its officers, directors, administrators, representatives, consultants, engineers, employees and agents and their respective successors and assigns (collectively "Agency Indemnitees"), and each and every one of them, harmless from and against any and all Costs arising out of or in connection with (i) death, injury, property damage, accident or casualty occurring by reason of, or anything done or omitted to be done by District under or in connection with the District's design criteria and standards for the Plans; and (ii) any breach by District of its obligations under this Agreement. The foregoing shall not apply to the extent any such COSTS are ultimately determined by a court of competent jurisdiction to have been caused by the negligence of the Agency Indemnitees or any of them. Agency shall make all decisions with respect to its representation in any proceeding occurring under this section.
- (c) Prior to the acceptance of the improvements to be constructed hereunder, Agency shall furnish to District any and all documents reasonably requested by District.
- (d) All notices provided for hereunder shall be in writing and mailed (registered or certified, postage prepaid, return receipt requested), or by express carrier (return receipt requested) or hand delivered to the parties at the addresses set forth below or at such other addresses as shall be designated by such party and

a written notice to the other party in accordance with the provisions of this Section. All such notices shall, if hand delivered, or delivered by express carrier, be deemed received upon delivery and, if mailed, be deemed received three (3) business days after such mailing.

DISTRICT:

Coachella Valley Water District  
Attention: Steve Robbins, General Manager-Chief Engineer  
Post Office Box 1058  
Coachella, California 92236

AGENCY:

Redevelopment Agency for the County of Riverside  
Attention: Colby Cataldi, Assistant Director  
44-199 Monroe Street, Suite B  
Indio, CA 92201

(d) This instrument, together with the exhibits attached hereto and other writings referenced herein, contain the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior agreements between the parties, oral or written, and any and all amendments thereto. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification in writing, signed by the parties to be charged.

(e) In the event of any litigation or other action between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to its reasonable costs and reasonable attorneys' fees.

(f) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (i) above to give effect to the intent of the parties without the invalid, illegal or unenforceable provision. To the extent the parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(g) Each party hereto agrees to execute and deliver such other documents and perform such other acts as may be necessary to effectuate the purposes of this Agreement.

(h) This Agreement is entered into within the State of California, and all questions concerning the validity, interpretation and performance of any of its terms or provisions or any of the rights or obligations of the parties hereto shall be governed by and resolved in accordance with the laws of the State of California.

(i) Subject to the obligations of Agency set forth herein, upon accepting title to the improvements described above in this Agreement, District shall assume all rights and obligations of ownership including, without limitation, the operation of the system at no further cost to Agency.

(j) The terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Agency Property in accordance with applicable law, including, without limitation, Section 1468 of the California Civil Code and shall pass to and be binding upon the successor owners of the Agency Property. As such, all successor owners of the Agency Property will have any of the rights, responsibilities and liabilities of Agency, as if such person or entity originally executed this Agreement in place and stead of Agency. Each and every contract, deed or other instrument hereafter executed covering or conveying the Agency Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to such terms and conditions regardless of whether such terms and conditions are set forth in such contract, deed or other instrument. No transfer of the Agency Property shall relieve Agency of any responsibility or liability under this Agreement.

(k) The provisions of the Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of language in question.

(l) Time is of the essence of this Agreement and each and every term and provision thereof.

(m) This Agreement shall be construed as if prepared by all of the parties hereto. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.

(n) No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise of any other right, power or privilege hereunder.

(o) Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

(p) Agency shall maintain and make available for inspection by District during regular office hours, accurate records pertaining to the design, construction and installation of the improvements to be constructed by Agency.

(q) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

(r) Any payment not paid when due shall bear simple interest at the rate of ten percent (10%) per annum (provided such amount shall not exceed the maximum rate allowed under California law) from the date due until paid in full.

(s) The parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the Federal or State courts located in Riverside County, California, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year hereinabove written.

REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVESIDE

COACHELLA VALLEY WATER  
DISTRICT, a public agency of the State of  
California

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Directors

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:  
Pamela J. Walls, Agency Counsel

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

By:  4/8/10  
Deputy **Michelle Clack**

By: \_\_\_\_\_  
Deputy

## EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION AGENCY PROPERTY
EXHIBIT "B"	DEPICTION AGENCY PROPERTY
EXHIBIT "C"	DESCRIPTION/DEPICTION OF FACILITIES AND DESCRIPTION OF ABANDONED FACILITIES
EXHIBIT "D"	INSURANCE
EXHIBIT "E"	INDEMNITY
APPENDIX A	SCHEDULE



**EXHIBIT "A"**

**LEGAL DESCRIPTION AGENCY PROPERTY**

**EXHIBIT "A"**

A PORTION OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28;

THENCE NORTH 89°57'42" WEST ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 419.29 FEET;

THENCE SOUTH 00°02'18" WEST TO A LINE PARALLEL WITH AND 37.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 28, TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°57'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 341.30 FEET;

THENCE SOUTH 27°22'14" EAST A DISTANCE OF 30.41 FEET TO A LINE PARALLEL WITH AND 64.00 FEET WEST OF THE EAST LINE OF SAID SECTION 28;

THENCE SOUTH 00°01'54" WEST ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 341.30 FEET TO A LINE PERPENDICULAR WITH THE EAST LINE OF SAID SECTION 28;

THENCE NORTH 89°58'06" WEST, ALONG LAST SAID PERPENDICULAR LINE, A DISTANCE OF 355.34 FEET TO A LINE PERPENDICULAR WITH THE NORTH LINE OF SECTION 28;

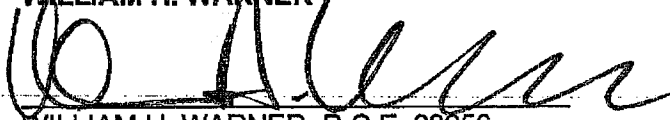
THENCE NORTH 00°02'18" EAST, ALONG LAST SAID PERPENDICULAR LINE, A DISTANCE OF 368.34 FEET TO THE **TRUE POINT OF BEGINNING**.

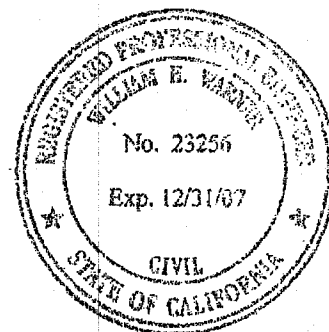
(CONTAINS 3.00 ACRES)

SEE EXHIBIT "B" ATTACHED

PREPARED UNDER THE SUPERVISION OF:

**WILLIAM H. WARNER**

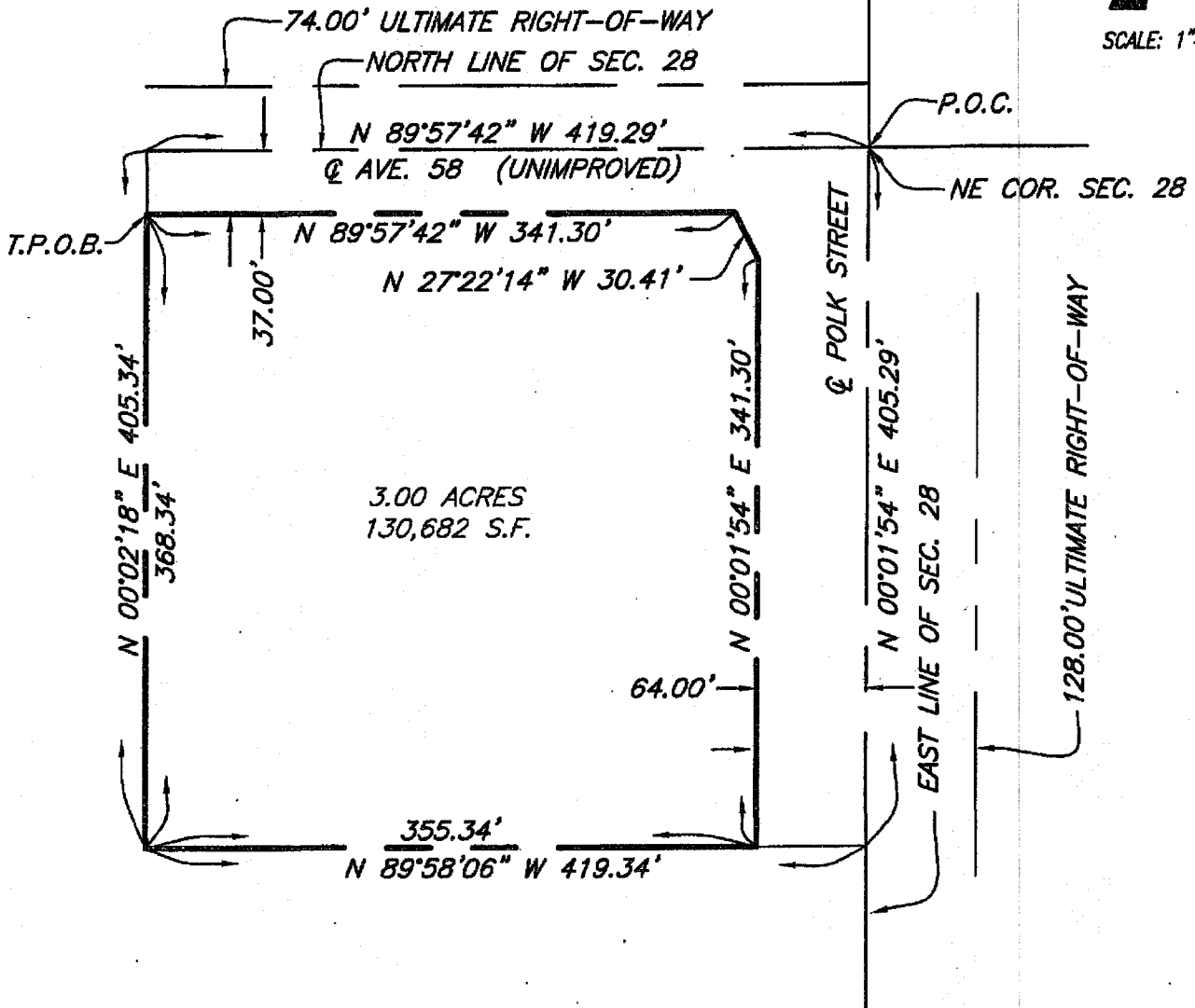
  
WILLIAM H. WARNER, R.C.E. 23256



8/17/06  
DATE

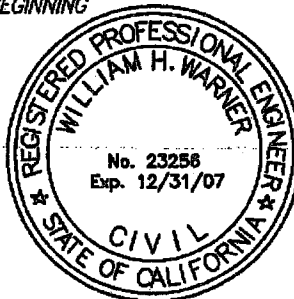
# EXHIBIT "B"

POR. OF SEC. 28 T. 6 S., R. 8 E., S.B.M.



P.O.C. INDICATES POINT OF COMMENCEMENT  
 T.P.O.B. INDICATES TRUE POINT OF BEGINNING

— — — — — PROPOSED BOUNDARY  
 — — — — — EXISTING CENTERLINE  
 - - - - - PROPOSED ULTIMATE RIGHT-OF-WAY



THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY SUPERVISION, BASED ON RECORD INFORMATION.

*William H. Warner*

WILLIAM H. WARNER, R.C.E. 23256  
 LIC. EXP. 12/31/07

**EXHIBIT "A"**

**PARCEL "A"**

A PORTION OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF AIRPORT BOULEVARD AND POLK STREET, SAID POINT ALSO BEING THE NORTH EAST CORNER OF SECTION 21;

THENCE NORTH 89°49'33" WEST ALONG THE CENTERLINE OF SAID AIRPORT BOULEVARD, A DISTANCE OF 1456.65 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN 60.00 FOOT STRIP OF LAND DEDICATED TO COACHELLA VALLEY COUNTY WATER DISTRICT RECORDED NOVEMBER 22, 1949 IN BOOK 1125 PAGE 492 OF OFFICIAL RECORDS;

THENCE SOUTH 00°08'44" WEST ALONG THE WEST LINE OF SAID 60.00 FOOT STRIP OF LAND A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WEST LINE OF SAID 60.00 FOOT STRIP OF LAND SOUTH 00°08'44" WEST A DISTANCE OF 1275.61 FEET TO A POINT ON THE SOUTH LINE OF THE EAST HALF OF LOT 2 OF COACHELLA LAND AND WATER COMPANIES SUBDIVISION OF SAID SECTION FILED IN BOOK 4 OF MAPS AT PAGE 53, RECORDS OF SAID COUNTY;

THENCE SOUTH 89°57'27" WEST ALONG SAID SOUTH LINE OF THE EAST HALF OF LOT 2, A DISTANCE OF 600.00 FEET TO THE WEST LINE OF SAID EAST HALF OF LOT 2;

THENCE NORTH 00°08'43" EAST ALONG SAID WEST LINE OF THE EAST HALF OF LOT 2, A DISTANCE OF 1277.88 FEET TO THE NORTH LINE OF SAID EAST HALF OF LOT 2;

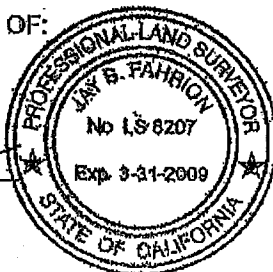
THENCE SOUTH 89°49'33" EAST ALONG SAID NORTH LINE OF THE EAST HALF OF LOT 2, A DISTANCE OF 600.00 FEET TO THE TRUE POINT OF BEGINNING.

SEE EXHIBIT "B" ATTACHED

PREPARED UNDER THE SUPERVISION OF:

JAY S. FAHRION

JAY S. FAHRION, L.S. 8207



6/12/07  
DATE

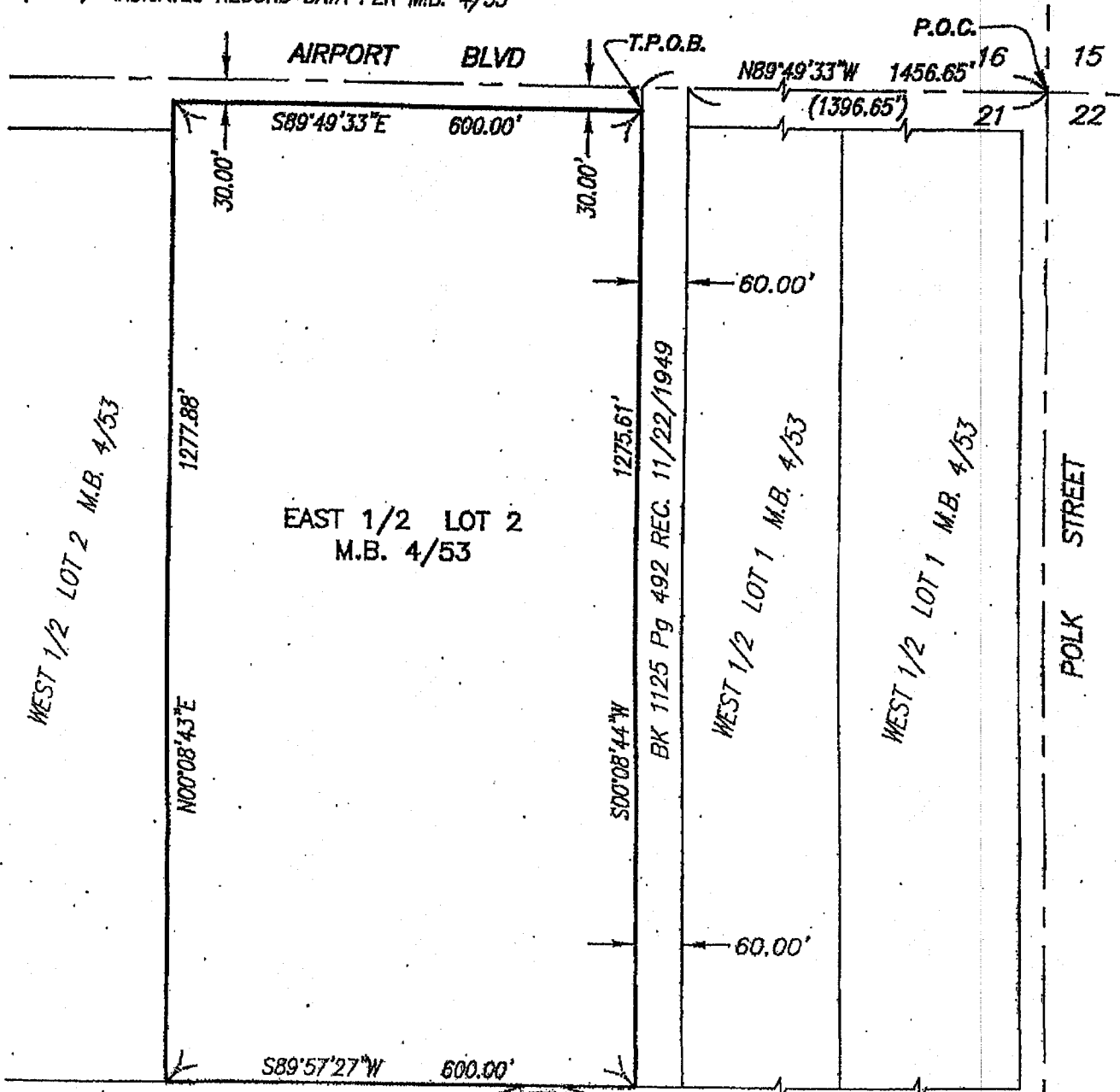


# EXHIBIT "B"

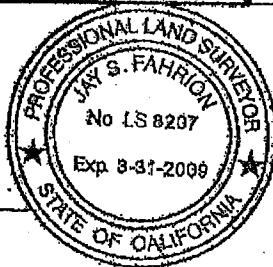
SHEET 1 OF 1

POR. OF SEC. 21, T. 6 S., R. 8 E., S.B.M.

(XX.XX) INDICATES RECORD DATA PER M.B. 4/53



THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY SUPERVISION, BASED ON RECORD INFORMATION.



*Jay S. Fahrion*  
JAY S. FAHRION, L.S. 8207  
LIC. EXP. 3/31/09



0611-005C



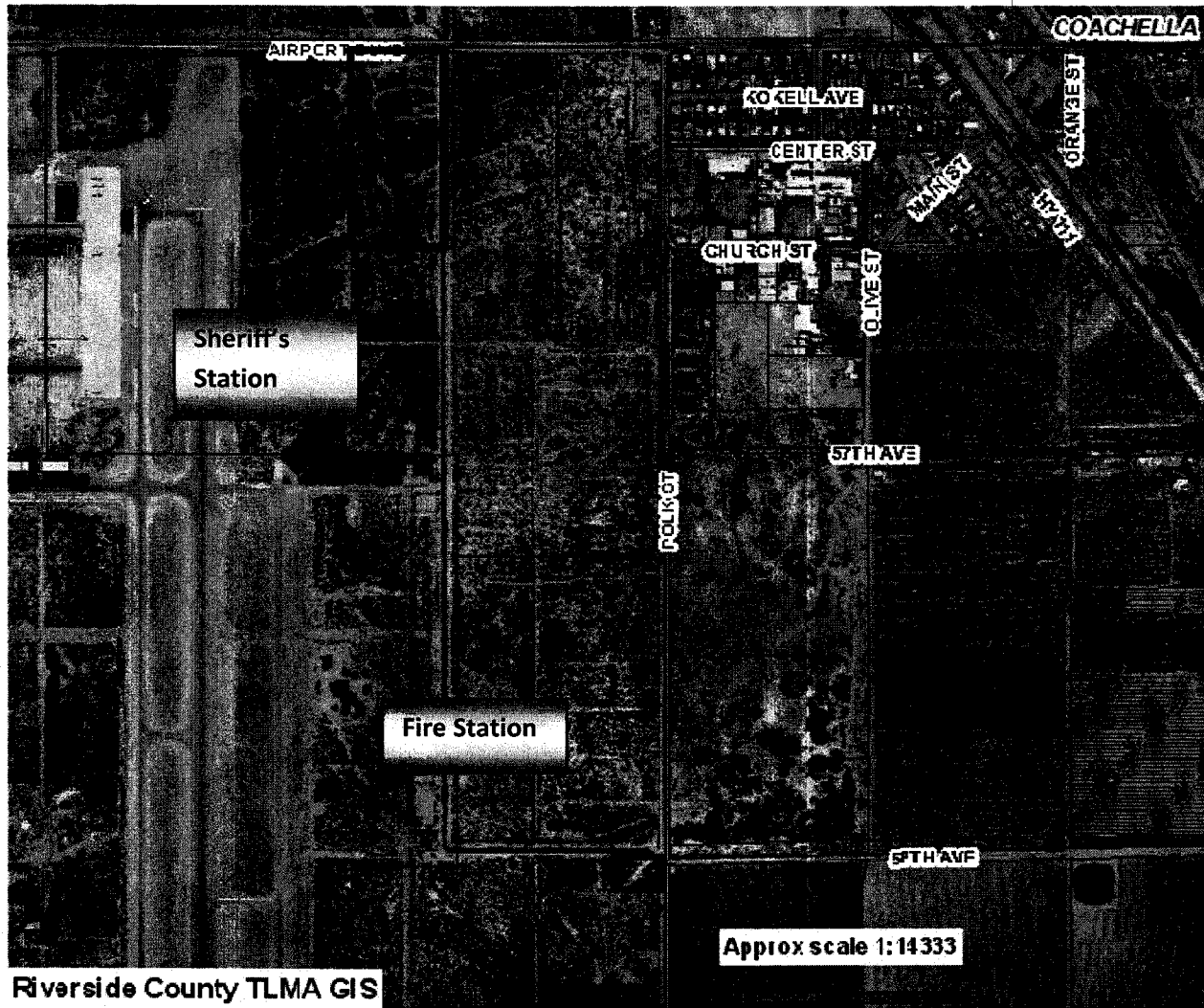
2007-0529624  
08/16/2007 08:09A  
5 of 5

**EXHIBIT "B"**

**DEPICTION AGENCY PROPERTY**

EXHIBIT "B"

DEPICTION AGENCY PROPERTY



# EXHIBIT "C"

## DEPICTION OF FACILITIES DEPICTION OF ABANDONED FACILITIES

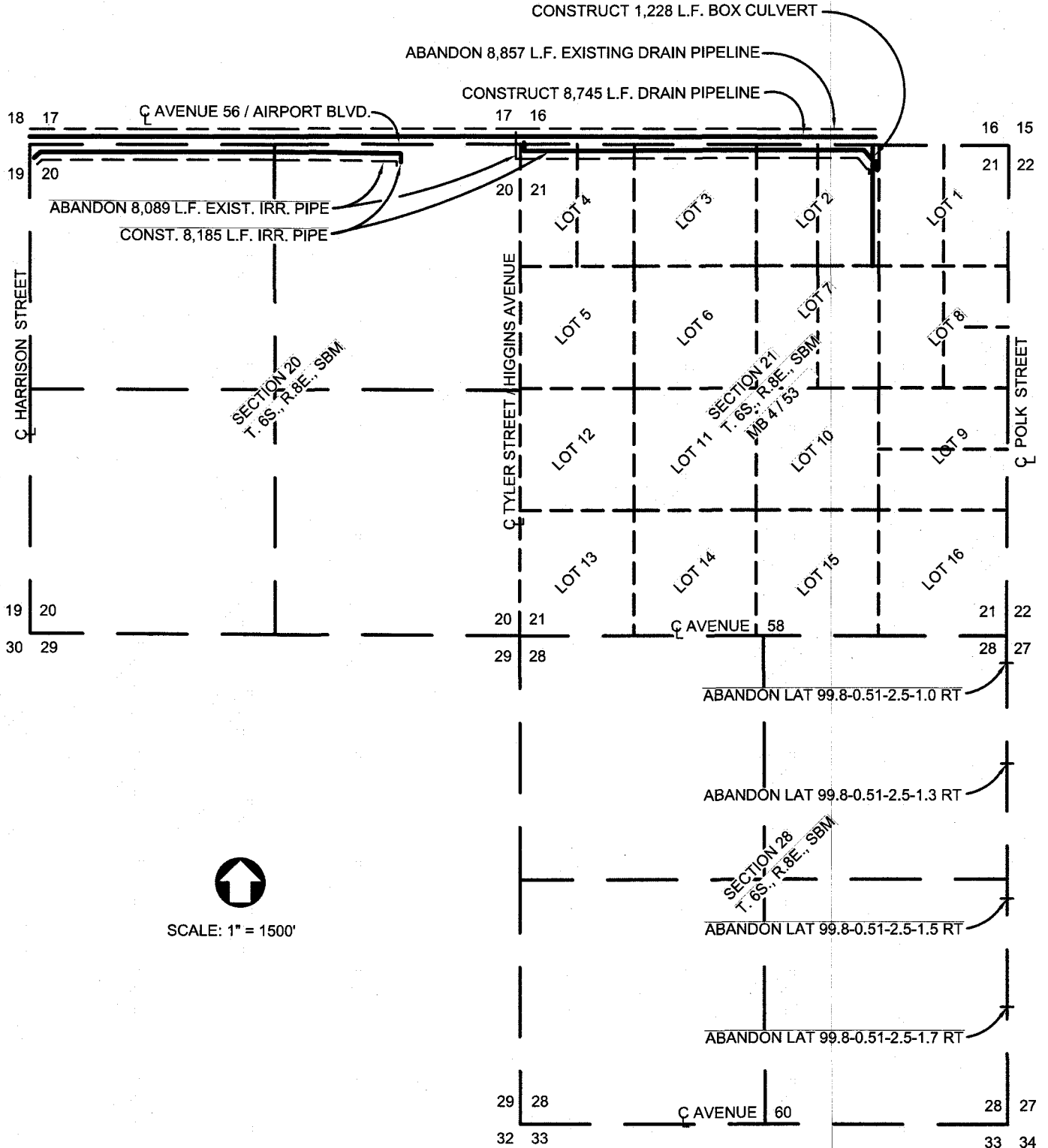




EXHIBIT "D"

INSURANCE

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

1. Agency shall cause Agency's contractor to maintain, until all of the improvements and/or facilities have been installed or completed, not less than the following coverage and limits of insurance which shall be maintained with insurers and under forms of policies satisfactory to District:

- (a) Workers Compensation and Employee's Liability:
  - (i) State Worker's Compensation – coverage as required by law.
  - (ii) Employer's Liability with limits of at least \$1,000,000 per occurrence.
- (b) Automobile Liability for Bodily and Property Damage-\$1,000,000 per person, \$2,000,000 per occurrence.
- (c) Commercial General Liability for Bodily and Property Damage-\$1,000,000 per person, \$2,000,000 per occurrence.

The foregoing policies shall include, without limitation, owned, nonowned and hired (vehicle) liability, contractual liability, personal injury, blanket commercial, broad form property damage and product/completed operation liability coverage. These policies may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

2. All insurance required pursuant to the express provisions of this Agreement shall:

- (a) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days written notice of such cancellation, revision or reduction shall have been given to District. In the event any policies or insurance are revised, cancelled or reduced, Agency shall cause contractor, prior to the revision, cancellation or reduction date, submit evidence of new insurance to District complying with this Section.
- (b) Be issued by insurance companies, which are qualified to do business in the State of California and which have a rating satisfactory to District and by such rating service as shall be reasonably acceptable to District.
- (c) Be reasonably satisfactory to District in all other reasonable respects

3. The policies required pursuant to this Agreement or a certificate of the policies, together with evidence of payment of premiums, shall be provided to District prior to the commencement of construction of any improvement hereunder.

4. The insurance to be maintained by Agency's contractor pursuant to this Agreement above shall:

- (a) Name District, its officers, employees and agents as additional insureds;
- (b) Apply severally to Agency and District, its officers, employees and agents;
- (c) Cover Agency and District as insureds in the same manner as if separate policies had been issued to each of them.
- (d) Contain no provisions affecting the rights, which either of them would have as claimants if not so named as insureds;
- (e) Be primary insurance with any other valid and collectible insurance available to the aforesaid additional insureds constituting excess insurance, and each policy shall be endorsed substantially as follows:

“The insurance afforded by this policy to District shall be primary insurance and other valid and collectible insurance available to District shall be excess insurance and, under no circumstances, shall be considered contributory.”

- (f) Have a deductible or deductibles, which are no greater than normally maintained for similar projects in the State of California and shall contain a waiver of subrogation and endorsement in favor of the District.

EXHIBIT "E"

INDEMNITY

## EXHIBIT "E"

### INDEMNITY

Agency shall assume the defense of, indemnify and hold harmless District and its officers, directors, administrators, representatives, consultants, engineers, employees and agents, and their respective successors and assigns (collectively, "District Indemnitees") and each and every one of them, from and against all actions, causes of action, damages, demands, liabilities, costs (including, but not limited to reasonable attorneys' fees), claims, losses and expenses of every type and description (collectively, "Costs") to which they may be subjected or put, by reason of, or resulting from: (A) this Agreement; (B) the design, engineering and construction of the improvements; (C) the removal and abandonment of the applicable portions of the Irrigation System and Drainage System; (D) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act or neglect on the part of Agency or its Representatives (as defined below); (E) any death, injury, property damage, accident or casualty caused or claimed to be caused by Agency or its Representatives or including Agency or its Representatives or its or their property; (F) any breach by Agency of its obligations under this Agreement; and (G) any enforcement by District of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this Section. If Agency fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including fees and costs, to Agency and to recover the same from Agency. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable. No provision of this Agreement shall in any way limit the extent of the responsibility of Agency for payment of damages resulting from its operations or the operations of any of its Representatives. Agency further covenants and agrees to pay, or reimburse the District Indemnitees, or any of them for any and all Costs in connection with the investigating, defending against or otherwise in connection with Agency's obligations pursuant to this Agreement, except liability arising through the gross negligence or willful misconduct of District Indemnitees, or any of them. District shall have the right, at Agency's expense, to commence, to appear in, or to defend any action or proceeding arising out of or in connection with this Agreement, and in connection therewith, may pay all necessary expenses if Agency fails upon reasonable notice to so commence, appear in or defend any action or proceeding with counsel reasonably acceptable to District. Agency shall be furnished with copies of bills relating to the foregoing upon request.

EDA SHERIFF'S STATION & FIRE STATION  
APPENDIX A  
SCHEDULE

No.	Facilities Item	Reference	Required Size	Oversize	Construction and/or design of the facility described under Item (a) must be completed before Irrigation water service is initiated to the following Units within the Project*
1.a.	Replace 4,060 feet of 20-inch concrete pipe (Lateral 119.64-2.6) with 18-inch C-905 PVC pipe along the south side of Avenue 56 (Airport Blvd) between Tyler and Tyler 0.75 Street per CVWD Drawing Nos. 37717 – 37720.	2(c)(iii)	18"	NA	1
1.b.	Construct vertical meter 3401 at Avenue 56 (Airport Blvd) and Tyler 0.75 Street	2(c)(iii)	NA	NA	1
1.c.	Secure easement and construct line meter 1878 at Avenue 56 (Airport Blvd) and Tyler 0.75 Street	2(c)(iii)	NA	NA	1
1.d.	Construct line meter 1868 at Avenue 56 (Airport Blvd) and Tyler Street	2(c)(iii)	NA	NA	1
2.a.	Secure easement and construct 1,250 feet of a 6-foot by 5-foot concrete box culvert (Thermal Drain/ Open Channel)	2(c)(iii)	NA	NA	1
3.a.	Replace 8,750 feet of 14-inch through 24-inch concrete drain pipe with 18-inch through 36-inch HDPE pipe along the north side of Avenue 56 between Harrison and Tyler 0.75 Street per CVWD Drawing Nos. 37805 – 37813	2(c)(iii)	14" – 36"	NA	1
4.a.	Replace 3,920 feet of 14-18-	2(c)(iii)	14" -	NA	1

EDA SHERIFF'S STATION & FIRE STATION  
APPENDIX A  
SCHEDULE

No.	Facilities Item	Reference	Required Size	Oversize	Construction and/or design of the facility described under Item (a) must be completed before Irrigation water service is initiated to the following Units within the Project*
	inch concrete pipe (Lateral 119.64-4.1) with 12-inch C 900 PVC pipe along the south side of Avenue 56 between Harrison and Harrison 0.75 Street per CVWD Drawing Nos. 37712 – 37716.		18"		
4.b.	Construct line meter 1552 along Avenue 56 (Airport Blvd) and Harrison 0.75 Street	2(c)(iii)	NA	NA	1
5.a.	Abandon delivery point Nos.99.8-0.51-2.5-1.0 RT, 99.8-0.51-2.5-1.3 RT, 99.8-0.51-2.5-1.5 RT, and 99.8-0.51-2.5-1.7 Rt.	2(c)(iii)	NA	NA	1

STATE OF CALIFORNIA            )  
  )  
COUNTY OF                        )        ss

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA            )  
  )  
COUNTY OF                        )        ss

On \_\_\_\_\_ before me, \_\_\_\_\_  
\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)