

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

318



FROM: Redevelopment Agency

SUBMITTAL DATE:
September 23, 2010

SUBJECT: Coachella Valley Water District Agreements for Mecca 18" Water Line Extension Project

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings in accordance with Health & Safety Code Section 33445:
 - a. The proposed improvements will benefit the Mecca Sub Area of the Desert Communities Project Area (DCPA) by improving water service.
 - b. Due to limited funding for new capital improvements, there are no other reasonable means of financing available to the community for this project.
 - c. The proposed improvements will assist in the elimination of physical blighting conditions within the project area and provide essential services.
 - d. The project is consistent with the implementation plan adopted for the DCPA.

(Continued)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,000.00	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: Redevelopment Agency Capital Improvement Funds – Desert Communities Project Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Jennifer V. Sargent
BY: _____
Jennifer V. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: Samuel Wong 9/23/10
SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
BY: Anita C. Willis 9/16/10
ANITA C. WILLIS

DATE: 9/23/10
Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: Item 4.2 of 2/23/09

District: 4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

43
DA-001-F11.doc
FR 11 (REV 08/2010)

(Recommended Motion: (Continued))

2. Approve and execute the Special Installation Agreement with Coachella Valley Water District for the extension of an 18" water line in Mecca;
3. Approve and execute the Standard Installation Agreement with the Coachella Valley Water District for the installation of the ancillary equipment on the Mecca Boys & Girls Club site; and,
4. Authorize the Clerk of the Board to have the agreements recorded.

BACKGROUND: The unincorporated community of Mecca suffers from poor infrastructure, which is a barrier to development for the rural community. The Redevelopment Agency is developing several projects for Mecca to provide essential services, including the new Boys and Girls Club, new Fire Station, and community wide street improvements, which are currently under construction.

In order to upgrade fire flow and water service capacity for the Boys and Girls Club and the Fire Station projects, the Coachella Valley Water District is requiring that an 18" waterline be extended to serve these projects. The waterline will be constructed on Avenue 66, which is where both of these projects are located. The waterline upgrade will also provide the infrastructure needed for the development of a future commercial shopping center that is being developed by a local non-profit agency.

The Redevelopment Agency is proposing to undertake this infrastructure improvement because it will serve the capital projects that are currently being developed and will eliminate an infrastructure barrier to future private development. The Mecca Street Improvement project, currently in development, has been broken into several phases. Phase 1 has been completed and Phase 2 is scheduled to commence in fall 2010. Avenue 66 is scheduled for street improvements in Phase 3 of the project. It is the Redevelopment Agency's intent that the water line be installed prior to the construction of the street improvements to ensure that our construction processes are efficient as possible.

The construction of the Mecca Boys and Girls Club project was awarded to Parkwest Construction by the Board of Directors on February 23, 2010 (Item 4.2). While the line will serve other projects, the Boys and Girls Club project has started construction and the Agency is requesting that the Board approve the necessary 18" water line extension to serve the project.

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. RDA staff, County Counsel and CVWD's counsel have reviewed the agreements and the staff is recommending approval by the Board of Directors.

The installation of the waterline extension is a project that is Statutorily Exempt from CEQA under Article 18, Section 15282 (k). The plans and specifications for the 18" waterline and the ancillary equipment are currently in design. Once the construction documents are complete, they will be presented to the Board of Directors for approval to bid the project. The project cost will be paid for by the Redevelopment Agency Desert Communities Project Area funds and will have no impact on the General Fund.

Attachments:

Special Installation Agreement with CVWD for 18" Water Line Extension Project – 3 copies
Standard Installation Agreement with CVWD for 18" Water Line Extension Project - 3 copies

No Recording Fee
Required Per
Government Code
Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

(Space above this line for Recorder's Use)

APN: 727-270-019

STANDARD DOMESTIC WATER SYSTEM INSTALLATION AGREEMENT

THIS STANDARD DOMESTIC WATER SYSTEM INSTALLATION AGREEMENT
("Agreement") is made on this _____ day of _____, 20____, 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, ("Agency").

RECITALS

A. Agency is the owner of certain real property located in the County of Riverside,
California 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 the Mecca Boys and Girls Club on the Agency Property
("Project") of one (1) unit ("Unit").

C. The Agency Property will require a domestic water system and domestic water
service to the Unit. For purposes of this Agreement, the term "domestic water system" shall
include, without limitation, pipelines and appurtenances thereto, including valves, service
connections and fire hydrants, but excepting a water meter to the Unit.

D. Agency is desirous of having District provide domestic water service to the
Developer Property and is willing to transfer to District the domestic water system necessary
therefor after the construction thereof and District is willing to accept such transfer and to
provide domestic water service to the Agency Property on the terms and conditions set forth
herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Agency General Responsibilities

(a) Agency will comply with District's rules, regulations, ordinances and procedures regarding the design, installation and construction of the domestic water system and the provision of domestic water service to the Agency Property, including, without limitation, "Regulations Governing Domestic Water Service" and "Development Design Manual" as the same may be amended from time to time (collectively, "Rules"). The Rules are incorporated herein by reference.

(b) (i) Agency shall, at Agency's sole cost and expense, be 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 design and construction of the domestic water system 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 purposes 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 and at no cost to District, furnish District with such information as Developer 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 creation of the domestic water system 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.

(c) (i) Agency shall employ, at its sole expense, a qualified professional engineering firm ("Agency's Engineer") to plan, design and prepare detailed construction plans and specifications ("Plans") for the domestic water system in full and complete accordance with District's design criteria and standards, including, but not limited to, the District's

“Development Design Manual” and “Standard Specifications for the Construction of Domestic Water Systems.” 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 thereof 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 of Agency planning and design work and/or 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) Agency and Agency’s successors, assigns and successors-in-interest to the Agency Property shall be liable for the replacement of decorative concrete and other surface improvements, including, but not limited to, alternative paving methods which District may be required to remove in the future to gain access to the domestic water system. District shall not be responsible for seal coating, overlaying or otherwise resurfacing street improvements outside the immediate area of construction. Agency and Agency’s successors shall be responsible for all costs having to do with the same.

2. Developer Pre-Plan Check Requirements

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

(i) Concurrently with the execution of this Agreement by Agency, Agency shall deliver to District a current preliminary report (“PTR”) dated within thirty (30) days of delivery thereof to District. The District shall notify Agency of any title exceptions within the PTR 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 the written notice to cause the subordination of the items listed in the District's notice, as well as any monetary liens or liens of any covenants, conditions and restrictions.

(ii) Pay the District's Hydraulic Modeling Deposit and provide the Developer Property acreage, description and square footage of the Mecca Boys and Girls Club, domestic and landscape irrigation water daily demands and fire flow requirements in the form of a letter from the Fire Marshall.

(iii) Pay the District's Plan Check Deposit and any amounts necessary to reimburse District for costs incurred in connection with review of the Plans.

(iv) Furnish to District Exhibits "A" and "B" and notarized Installation Agreement.

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

(vi) Complete and deliver to District the Supplemental Water Supply Charge (SWSC) worksheet.

(vii) Complete and deliver to District the District's Standard Form Development Category Declaration.

(viii) Furnish to District written petitions for the annexation of the Developer Property to those Improvement Districts of District which are applicable to the public services to be provided.

(ix) Complete and deliver to District the District's Standard Form Domestic Water Plan Checklist.

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

(i) Pursuant to Section 1(a), Agency, at its sole cost and expense, shall furnish to District recorded grant deeds and/or recorded easement document(s) and/or

easements proposed to be dedicated in tract maps and/or public rights-of-way, if applicable, satisfactory to District (in its sole and absolute discretion) as to content, form, location and width, which assure District's unequivocal right to own, operate, maintain, replace, repair, enlarge, reconstruct, remove and improve the domestic water system. Developer shall ensure that all deeds of trust, mortgages and covenants, conditions and restrictions are reconveyed as to fee ownership and/or subordinated as to the easements. Agency shall also ensure that the grant deeds and easements comply with the requirements of the Rules.

(ii) Engineer's estimate of construction costs.

(iii) Landscape irrigation plans and specifications for common areas ("Landscape Plans") for the [Agency Property] in full and complete accordance with the Rules. 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.

3. Agency Plan Approval/Release Requirements

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

(a) Deliver the approved Plans in electronic CAD format.

(b) Execute and deliver the District's Special Water System Installation Agreement in such form and content as shall be acceptable to the District.

4. Agency Pre-Construction Requirements

Following receipt of District's approval of the design and Plans for the domestic water system and prior to the construction thereof, Agency shall do the following:

(a) Agency will provide a copy of Contractor's Performance Bond for not less than one hundred percent (100%) of the bid price at or prior to the preconstruction meeting to District.

Agency hereby understands, acknowledges and agrees that the determination that the domestic water system is complete and final may come after District has accepted such facilities.

(b) Employ, with written concurrence of District, a qualified contractor or contractors (collectively, "Agency's Contractor") properly licensed by the State of California, to construct and complete the domestic water system.

(c) Arrange or cause Agency's Contractor to arrange for a preconstruction meeting with the District. At such meeting there shall be at least one (1) representative of District, Agency and Agency's Contractor. 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.

(e) Agency shall cause Agency's Contractor to obtain and maintain in full force and effect during the term of this Agreement, the insurance coverages listed on Exhibit "C" attached hereto and by this reference incorporated herein.

5. Agency Construction Requirements

Following satisfaction of the requirements set forth in Section 4, Agency shall construct the domestic water system in accordance with the following requirements:

(a) Agency shall, at its own 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 the domestic water system, from all appropriate governmental authorities.

(b) Once the construction and/or installation of the domestic water system 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 domestic water system 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 domestic water system.

(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 the domestic water system 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 domestic water system 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 domestic water system, including, but not limited to, furnishing of materials, and Developer shall keep District free and harmless from such costs.

(g) The domestic water system 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 is required by this Agreement to install and construct certain improvements which will be dedicated to District upon completion thereof in accordance with the terms of this Agreement. Notwithstanding the foregoing, if Agency does not believe that it is required to perform such work in the same manner and subject to the same requirements as would be applicable to District had it undertaken such construction, including, without limitation, the payment of prevailing wages and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contracts Code, then Agency undertakes such construction at Agency's risk. Should it be determined in the future by either the legislature or a court of competent jurisdiction that Agency was required to comply with some or all of the requirements as would be applicable to District had it undertaken such construction, Agency's Contractor(s) shall indemnify, defend and hold harmless the District Indemnitees (as defined in Exhibit "D") from all Costs (as defined Exhibit "D") to which they may be subjected or put, by reason of or resulting from failure to comply with public works project requirements, including, but not limited to, the failure to pay prevailing wages or such other requirements as would be applicable to District had it undertaken such construction.

(i) Agency hereby irrevocably appoints District to inspect the furnishing and installation of the domestic water system. 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 material, 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 domestic water system. In addition thereto, District's inspection is not for the purpose of determining installed footage of water pipeline.

6. Agency Requirements for Progress for Fire Protection, Progress for Domestic Water Service and Project Completion and Acceptance

(a) Upon completion and testing of the domestic water system, and prior to base paving, the Agency may request to progress (place in service) the domestic water system for fire protection only. No water meters will be issued at this stage.

Notwithstanding anything contained in this Section 6, District shall provide to the Agency Property, upon written request by Agency and satisfaction of the District's rules, regulations and procedures, water for fire protection on such terms and conditions as shall be acceptable to the District, in its sole and absolute discretion. Agency acknowledges and agrees that provisions of water for fire protection or the use of the improvements in connection therewith neither is an acceptance of those improvements (which may only be accepted as provided in this Agreement) nor initiates the warranty period pursuant to subsection (c)(v) below.

(b) (i) Upon completion and testing of the domestic water system, and after base paving, the Developer may request to progress (place in service) the domestic water system for fire protection and domestic water service. The District will issue water meter (s) for the approved phase of the Project and/or in accordance meter release schedules outlined in the Special Agreement(s) if any.

(ii) Prior to the first request for meter (s), Agency shall pay to the District all Water System Back-Up Facilities Charges, Supplemental Water Supply Charges and other charges related to the provision of domestic water service ("Domestic Water Charges") to the Agency Property.

(c) (i) Upon completion and testing of the domestic water system, and after final paving, the Agency shall give District notice of the same. District shall make a final inspection and provide written notice to Agency either confirming that the domestic water system has been completed in accordance with the requirements of this Agreement or 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 the domestic water system, Agency shall prepare and execute a Certificate of Completion and Final Acceptance as to the domestic water system 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 in 2(a)(v) shall convey title of the domestic water system at no cost and expense to the District. The domestic water system shall be transferred to District free of all liens and encumbrances. The Agency shall provide CVWD the final construction cost of the District facilities.

(iv) Agency warrants and represents to District that the domestic water system shall be free from construction defects for eighteen (18) months. District shall retain deposit identified in Section 4, paragraph (a) for the duration of the eighteen (18) month guarantee.

(v) Agency's Engineer shall provide to District all field-engineering surveys associated with the construction of the domestic water system 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 Engineer's field engineering surveys and/or proposed facility design changes, all of which have been prepared in accordance with generally accepted engineering practices. 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.

(d) District shall repair, at Agency cost and expense all failures of the domestic water system which was furnished, installed and/or constructed due to faulty materials or installation, during the period commencing with the progress for service reference in 6(a) or 6(b) and within said eighteen (18) month warranty period reference in 6(c). District shall invoice Agency for such costs. Agency shall, within thirty (30) days after written demand therefor, pay or cause Agency's Contractor or surety to pay such costs shown on the invoice. Nothing in this subsection 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.

7. Project Close Out Requirements

After receipt of the Certificate of Completion and Final Acceptance the following requirements shall apply:

(a) Agency shall cause the Agency's Contractor 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 domestic water system have been paid in full.

(c) All permits, plans, construction surveys 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.

(d) Upon a written request of Agency, District will furnish to the appropriate departments of the appropriate city or county, the Department of Real Estate and/or Department of Corporations of the State of California, a letter from District indicating that financial arrangements have been made for the construction of the domestic water system for the Agency Property and District is willing to provide domestic water service to the Mecca Boys & Girls Club, provided Agency has done all of the following:

(i) Complied with all provisions of this Agreement applicable at the time,

(ii) Furnished District an deposit to the District in the amount of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the amount of the construction contract(s), whichever sum is greater,

(iii) Paid to District any amount due under the Domestic Water Charges.

8. General Provisions

(a) Developer 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, in accordance with the provisions of Exhibit "D" attached hereto and by this reference incorporated herein.

(b) Prior to the acceptance of the domestic water system by District, Agency shall furnish to District any and all documents reasonably requested by District.

(c) In the event that construction of the domestic water system has not begun within twelve (12) months of the date of approval of the Plans, District shall have the right to declare this Agreement void. In the event District exercises said right, it shall have no further obligations under this Agreement. Any new or revised agreement and any related domestic water plans shall reflect any new conditions in effect at that time and shall require the submittal of domestic water plans by Agency to the District for approval. Costs, fees and charges due under said new or revised agreement shall be those which are in effect at the time payment thereof is tendered.

(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: General Manager — Chief Engineer
Post Office Box 1058
Coachella, California 92236

AGENCY:

Redevelopment Agency for the County of Riverside
ATTN: Assistant Director – Desert Operations
44-199 Monroe Street, Suite B
Indio, CA 92201

- (e) Time is of the essence of this Agreement and each and every term and provision thereof.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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 attorneys' fees.
- (j) The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

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

(l) 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.

(m) 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.

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

(o) 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.

(p) 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.

(q) Subject to the obligations of Agency set forth herein, and the terms and conditions hereof, upon accepting title to the domestic water system and facilities 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.

(r) 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.

(s) Following fulfillment of the terms and conditions herein and acceptance by District of the domestic water system, District will provide domestic water service to the Agency Property in accordance with the Rules.

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

DISTRICT:

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

By _____

Its _____

AGENCY:

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE, a public agency of the
State of California

By _____

Marion Ashley
Chairman, Board of Directors

APPROVED AS TO FORM:

Pamela J. Walls, Agency Counsel

By: 
Deputy

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

(SEAL)

By: _____
Deputy

EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION OF AGENCY PROPERTY
EXHIBIT "B"	DEPICTION OF AGENCY PROPERTY
EXHIBIT "C"	INSURANCE REQUIREMENTS
EXHIBIT "D"	INDEMNITY PROVISION

EXHIBIT "A"

TO

STANDARD DOMESTIC WATER SYSTEM
INSTALLATION AGREEMENT

LEGAL DESCRIPTION OF AGENCY PROPERTY

EXHIBIT "A"
AGENCY PROPERTY
MECCA BOYS & GIRLS CLUB

BEING A PORTION PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4632, RECORDED AUGUST 21, 2003 AS DOCUMENT NO. 2003-641808, OFFICIAL RECORDS OF THE RIVERSIDE COUNTY RECORDER, SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY AND THE NORTH LINE OF SAID SECTION 17, ALSO BEING THE CENTERLINE OF 66TH AVENUE (30.00 FOOT HALF WIDTH);

THENCE SOUTH 89°47'00" EAST, ALONG SAID NORTH LINE OF SECTION 17, A DISTANCE OF 814.00 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 00°13'00" WEST, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF 66TH AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°47'00" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 905.58 FEET;

THENCE LEAVING SAID SOUTH LINE SOUTH 00°13'00" WEST, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 9.00 FEET;

THENCE SOUTH 43°34'23" EAST, A DISTANCE OF 33.24 FEET TO A POINT LYING 30.00 FEET WESTERLY OF THE NORTH-SOUTH MID-SECTION LINE OF AFOREMENTIONED SECTION 17, WHEN MEASURED AT RIGHT ANGLES;

THENCE SOUTH 00°11'56" WEST, PARALLEL WITH SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 274.02 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°25'19", AN ARC LENGTH OF 57.96 FEET TO A POINT LYING ON SAID NORTH-SOUTH MID-SECTION LINE;

THENCE SOUTH 00°11'56" WEST ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 347.31 FEET TO A POINT LYING ON THE SOUTH LINE OF THE AFOREMENTIONED PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4632;

THENCE NORTH 89°47'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1162.63 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY OF HAMMOND ROAD (60 FEET WIDE) AS ESTABLISHED BY SUPERVISORS MINUTE BOOK VOLUME 14, PAGE 413, DATED MARCH 7, 1917;

THENCE NORTH 36°03'10" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 217.22 FEET TO THE SOUTHWEST CORNER OF THE MECCA CLINIC SITE AS DESCRIBED BY GRANT DEED RECORDED DECEMBER 16, 2003 AS DOCUMENT NO. 2003-980831, OFFICIAL RECORDS OF THE RIVERSIDE COUNTY RECORDER;

THENCE SOUTH 89°47'00" EAST ALONG THE SOUTH LINE OF SAID MECCA CLINIC SITE, A DISTANCE OF 332.35 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00°13'00" EAST ALONG THE EAST LINE OF SAID MECCA CLINIC SITE AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 525.00 FEET; TO THE POINT OF BEGINNING.

CONTAINS 707,470 SQUARE FEET (16.24 ACRES), MORE OR LESS.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE PART HEREOF.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE COACHELLA VALLEY WATER DISTRICT IN AUGUST, 2010.



BRIAN BADEN L.S. 5877

8/5/10

DATE

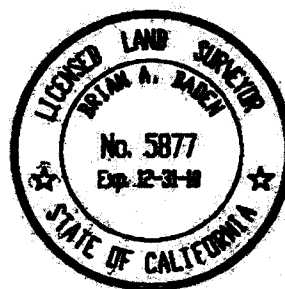


EXHIBIT "B"

TO

STANDARD DOMESTIC WATER SYSTEM
INSTALLATION AGREEMENT

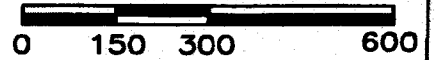
DEPICTION OF AGENCY PROPERTY

NORTH

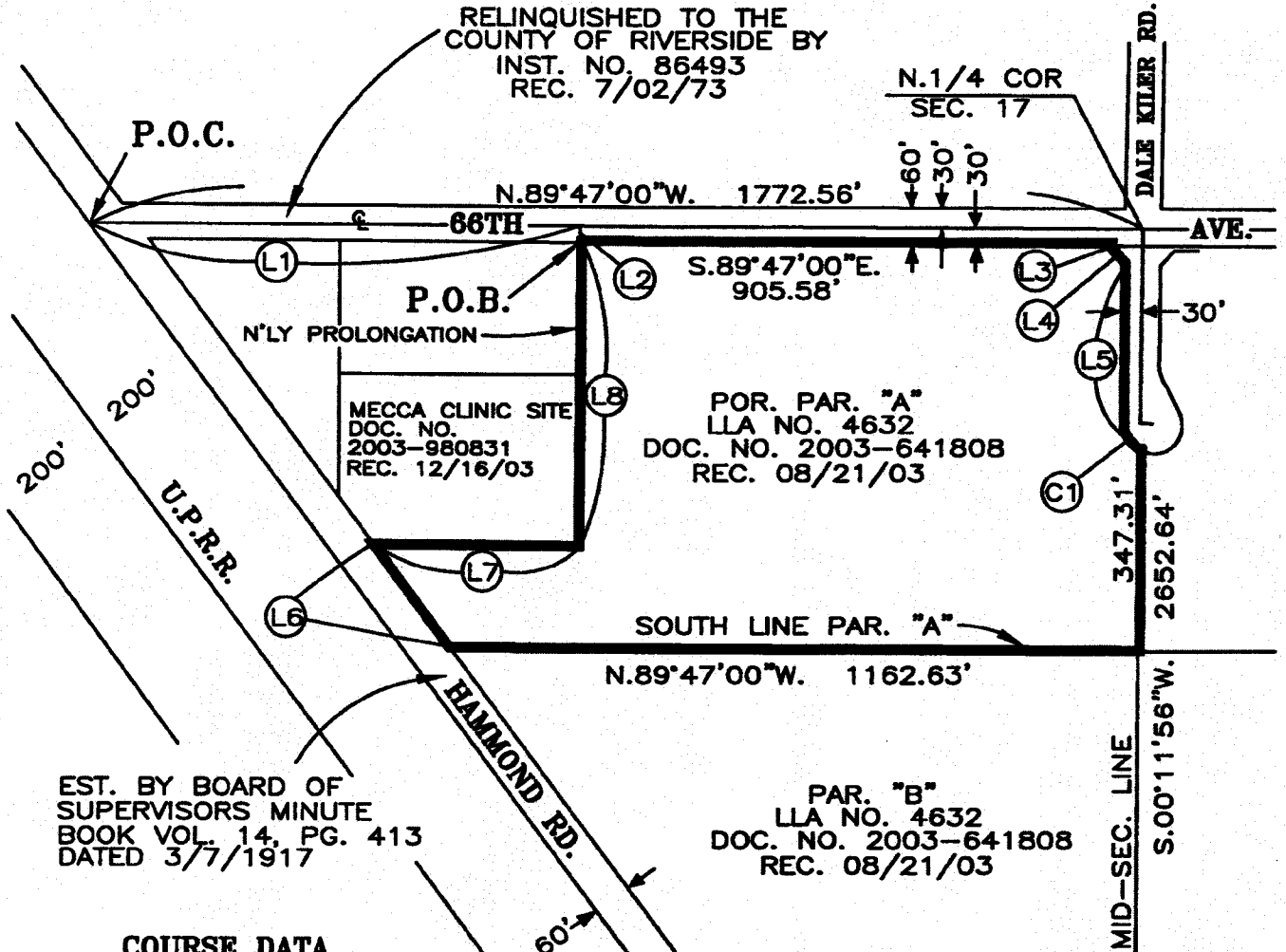
EXHIBIT "B"

AGENCY PROPERTY
 POR. APNS 727-272-021
 AND 727-272-031

SHEET 1 OF 1 SHEET
 SCALE 1"=300'



RELINQUISHED TO THE
 COUNTY OF RIVERSIDE BY
 INST. NO. 86493
 REC. 7/02/73



EST. BY BOARD OF
 SUPERVISORS MINUTE
 BOOK VOL. 14, PG. 413
 DATED 3/7/1917

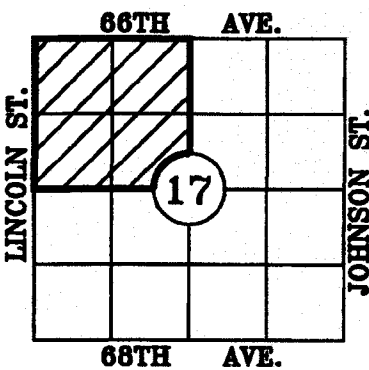
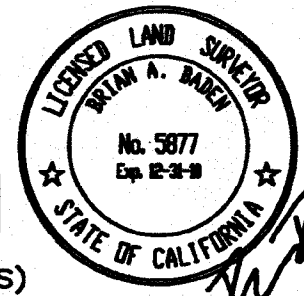
COURSE DATA

LINE	BEARING.	DISTANCE
L1	S.89°47'00"E.	814.00'
L2	S.00°13'00"W.	30.00'
L3	S.00°13'00"W.	9.00'
L4	S.43°34'23"E.	33.24'
L5	S.00°11'56"W.	274.02'
L6	N.36°03'10"W.	217.22'
L7	S.89°47'00"E.	332.35'
L8	N.00°13'00"E.	525.00'

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	66°25'19"	50.00'	57.96'

16.24 ACRES (MORE OR LESS)



COACHELLA VALLEY WATER DISTRICT
 COACHELLA, CALIFORNIA

MECCA BOYS & GIRLS CLUB
 POR. NW 1/4 OF SECTION 17, T.7S., R.9E., S.B.M.

EXHIBIT "C"

TO

STANDARD DOMESTIC WATER SYSTEM
INSTALLATION AGREEMENT

INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

1. Agency shall cause Agency's Contractor to carry and maintain, at -Agency's Contractor(s) sole cost and expense, until the domestic water system has been installed and 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) Worker's Compensation and Employer's Liability:

(i) State Workers 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 Injury, Death and Property Damage – \$1,000,000 per person, \$2,000,000 per occurrence.

(c) Commercial General Liability for Bodily Injury, Death and Property Damage - \$1,000,000 per person, \$2,000,000 per occurrence.

The foregoing policies shall include, without limitation, owned, nonowned and hired automobile (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, canceled or reduced until at least thirty (30) days written notice of such revision, reduction or cancellation shall have been given to District. In the event any policies of insurance are revised, canceled or reduced, Agency's Contractor(s) shall, prior to the revision, cancellation or reduction date, submit evidence of new insurance to the District complying with this Agreement.

(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(s) pursuant to this Agreement shall:

- (a) Name District, and its officers, employees and volunteers as additional insureds;
- (b) Apply severally to Agency and District, and its officers, employees and volunteers;
- (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, if any, which are no greater than those 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 "D"

TO

STANDARD DOMESTIC WATER SYSTEM
INSTALLATION AGREEMENT

INDEMNITY PROVISION

EXHIBIT D

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 any and all actions, causes of action, damages, demands, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) claims, losses and expenses of every type and description ("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 domestic water system, (C) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Agency or its Representatives (as defined below), (D) any death, injury, property damage, accident or casualty caused or claimed to be caused by Agency or its Representatives or involving Agency or its Representatives or its or their property, (E) any breach by Agency of its obligations under this Agreement, and (F) 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 one 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 contractors, engineers, agents or employees. Agency further covenants and agrees to pay, or to reimburse District, its agents, employees, engineers, consultants, officers, directors and administrators, for any and all costs, attorneys' fees, liabilities or expenses in connection with the investigating, defending against or otherwise in connection with any Costs arising out of or in connection with Agency's obligations pursuant to this

Agreement, except liability arising through the gross negligence or willful misconduct of the 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 and in connection with the 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.

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)

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

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

APN: 727-272-031

SPECIAL DOMESTIC WATER SYSTEM
INSTALLATION AGREEMENT

THIS SPECIAL DOMESTIC WATER 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 the Mecca Boys & Girls Club on the Agency Property ("Project"). The Agency Property consists of approximately 12.58 acres.

C. The Project will require a domestic water distribution system and domestic water will be provided to the Mecca Boys and Girls Club.

D. The Project has a fire flow requirement of one thousand six hundred twenty five (1,625) gallons per minute for a three (3) hour duration which exceeds the flow available from the District's existing domestic water system.

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

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 facilities to be constructed hereunder and for compliance with all conditions and mitigation measures which must be satisfied in connection with the same.
- (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 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) Not used.
- (c) 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 and facilities 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," "Standard Specifications for the Construction of Domestic Water Systems". 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.

2. Agency's Responsibilities for Domestic Water Service

Agency shall do the following for domestic water 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 6.(b), design and construct, at Agency's sole cost and expense, to District specifications, the pipelines or facilities shown on Exhibit "E" attached hereto and by this reference incorporated herein before water service is initiated by District to the Units within the Project 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 herein relating to the design, construction and installation of the improvements shall apply to the design, construction and installation of the pipelines described herein.

(b) Prior to the first request for meter(s), Agency shall pay to District all Water System Backup Facilities Charges ("WSBFC") and other applicable charges related to the provision of domestic water service to the Agency Property.

3. Not used.

4. Agency Pre-Plan Check Requirements

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

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

(ii) 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 (in its 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.

5. 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.

6. 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 a copy of Contractor's Performance Bond for not less than 100% of the bid price at or prior to the preconstruction meeting to District.

- (b) Employ, with written concurrence of District, a qualified contractor or contractors (collectively, "Agency's Contractor") properly licensed by the State of California to construct and complete the improvements.

- (i) After the bids are received, District shall have the right to review the bids and the successful bidder.

- (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 "H" has been secured and shall be maintained through the course of the construction of the improvements performed under this Agreement.

7. Agency Construction Requirements

Following satisfaction of the requirements set forth in Section 6, 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. In addition thereto, District's inspection is not for the purpose of determining installed footage of water pipeline.

8. Agency Project Completion and Acceptance

(a) (i) Upon completion and testing of an improvement, 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 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, 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 shall cause Agency's contractor to warrant and represent to District that the improvements covered hereby shall be free from construction defects for eighteen (18) months.

(v) District shall repair, at Agency's cost and expense, all failures of the domestic water system 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. Agency shall, within thirty (30) days after written demand therefore, pay or cause Agency's Contractor or surety to pay such cost shown on the invoice. 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.

9. 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.

10. District Requirements for Domestic Water Service

District shall do the following for domestic water service to the Agency Property:

(a) Not used.

(b) Subject to federal, state and local laws, rules, regulations, ordinances and rulings with respect to the provisions of fire flow, including those of the District, provide a fire flow of one thousand six hundred twenty five (1,625) gallons per minute, respectively, to said Project subject to completion of all District's requirements in connection with the same, including, without limitation, Agency constructing all pipelines and Agency providing payment for the Reservoir Facilities, subject to circumstances within the control of the District.

(c) Subject to Agency constructing the domestic water service system and complying with the terms of this Agreement, including, but not limited to the payment of fees, District shall provide domestic water service to the Project subject to circumstances within the control of District or as otherwise provided by the District's rules, regulations and indices, policies and procedures, as may be amended from time to time. Further, Agency acknowledges that domestic water service shall be provided from such services and facilities as shall be available to the District. In the event water is unavailable to service all of District's customers, service to the Agency Property may be discontinued or subject to reduction in service, as determined by the District.

(d) Consider one hundred percent (100%) of the actual construction cost of the Required Facilities described in subsection 2.(a), as credit toward the Dwelling Unit Charge of the WSBFC in effect on the day each facility is placed into service in District's system for the Project. The Supplemental Water Supply Charge portion of the WSBFC is not creditable and shall be paid at the current rate in effect at the time payment is made, which may be greater than the amount

due at the execution of this Agreement. No refund or transfer of this credit will be made outside the Project.

(e) Consider six percent (6%) of the actual construction costs of all items listed in Section 10.(d) (to reflect engineering, inspection and surveying costs) as credit towards the Dwelling Unit Charge of the WSBFC at the rate in effect on the date each such facility is placed into service in the District system. No refund or transfer of this credit will be made outside the Project.

(f) In the event the construction costs determined above for the Required Facilities exceed the Dwelling Unit Charge of the WSBFC, District will not pay the additional construction costs for the Required Facilities.

11. Not used.

12. 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 "I" 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

(e) 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.

(f) 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 attorneys' fees.

(g) 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.

(h) 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.

(i) 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.

(j) Subject to the obligations of Agency set forth herein, upon accepting title to the improvements and facilities to be constructed hereunder 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.

(k) 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.

(l) 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.

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

(n) 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.

(o) 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.

(p) 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.

(q) 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.

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

(s) 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.

(t) 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

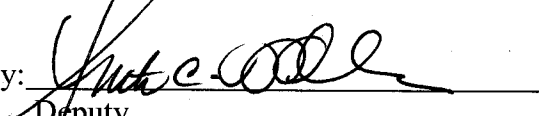
By: _____
Marion Ashley, Chairman
Board of Directors

DISTRICT:

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

By _____
Its: _____

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

By:  _____
Deputy

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

(SEAL)

By: _____
Deputy

EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION AGENCY PROPERTY
EXHIBIT "B"	DEPICTION AGENCY PROPERTY
EXHIBIT "E"	DESCRIPTION/DEPICTION OF FACILITIES
EXHIBIT "H"	INSURANCE
EXHIBIT "I"	INDEMNITY
APPENDIX A	SCHEDULE

EXHIBIT "A"

LEGAL DESCRIPTION AGENCY PROPERTY

EXHIBIT "A"
AGENCY PROPERTY
MECCA BOYS & GIRLS CLUB

BEING A PORTION PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4632, RECORDED AUGUST 21, 2003 AS DOCUMENT NO. 2003-641808, OFFICIAL RECORDS OF THE RIVERSIDE COUNTY RECORDER, SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, LOCATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY AND THE NORTH LINE OF SAID SECTION 17, ALSO BEING THE CENTERLINE OF 66TH AVENUE (30.00 FOOT HALF WIDTH);

THENCE SOUTH 89°47'00" EAST, ALONG SAID NORTH LINE OF SECTION 17, A DISTANCE OF 814.00 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 00°13'00" WEST, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF 66TH AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°47'00" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 905.58 FEET;

THENCE LEAVING SAID SOUTH LINE SOUTH 00°13'00" WEST, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 9.00 FEET;

THENCE SOUTH 43°34'23" EAST, A DISTANCE OF 33.24 FEET TO A POINT LYING 30.00 FEET WESTERLY OF THE NORTH-SOUTH MID-SECTION LINE OF AFOREMENTIONED SECTION 17, WHEN MEASURED AT RIGHT ANGLES;

THENCE SOUTH 00°11'56" WEST, PARALLEL WITH SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 274.02 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°25'19", AN ARC LENGTH OF 57.96 FEET TO A POINT LYING ON SAID NORTH-SOUTH MID-SECTION LINE;

THENCE SOUTH 00°11'56" WEST ALONG SAID NORTH-SOUTH MID-SECTION LINE, A DISTANCE OF 347.31 FEET TO A POINT LYING ON THE SOUTH LINE OF THE AFOREMENTIONED PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 4632;

THENCE NORTH 89°47'00" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1162.63 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY OF HAMMOND ROAD (60 FEET WIDE) AS ESTABLISHED BY SUPERVISORS MINUTE BOOK VOLUME 14, PAGE 413, DATED MARCH 7, 1917;

THENCE NORTH 36°03'10" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 217.22 FEET TO THE SOUTHWEST CORNER OF THE MECCA CLINIC SITE AS DESCRIBED BY GRANT DEED RECORDED DECEMBER 16, 2003 AS DOCUMENT NO. 2003-980831, OFFICIAL RECORDS OF THE RIVERSIDE COUNTY RECORDER;

THENCE SOUTH 89°47'00" EAST ALONG THE SOUTH LINE OF SAID MECCA CLINIC SITE, A DISTANCE OF 332.35 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00°13'00" EAST ALONG THE EAST LINE OF SAID MECCA CLINIC SITE AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 525.00 FEET; TO THE POINT OF BEGINNING.

CONTAINS 707,470 SQUARE FEET (16.24 ACRES), MORE OR LESS.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE PART HEREOF.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE COACHELLA VALLEY WATER DISTRICT IN AUGUST, 2010.



BRIAN BADEN L.S. 5877

8/5/10

DATE

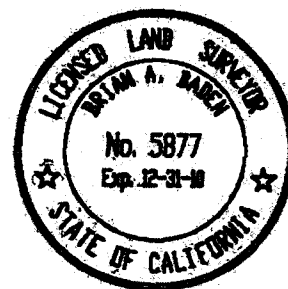


EXHIBIT "B"

DEPICTION AGENCY PROPERTY

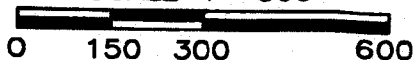
NORTH

EXHIBIT "B"

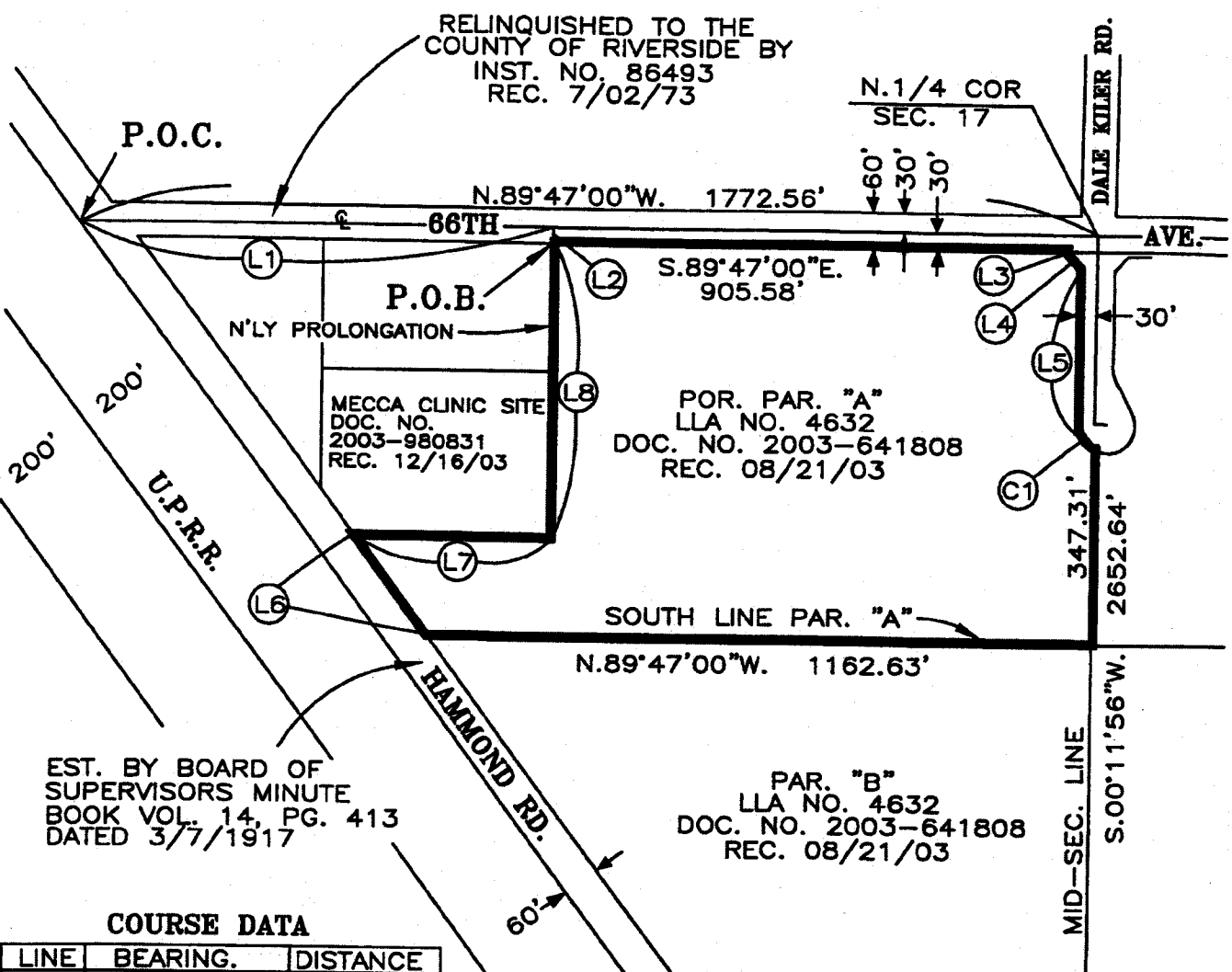
AGENCY PROPERTY
 POR. APNS 727-272-021
 AND 727-272-031

SHEET 1 OF 1 SHEET

SCALE 1"=300'



RELINQUISHED TO THE
 COUNTY OF RIVERSIDE BY
 INST. NO. 86493
 REC. 7/02/73



EST. BY BOARD OF
 SUPERVISORS MINUTE
 BOOK VOL. 14, PG. 413
 DATED 3/7/1917

POR. PAR. "A"
 LLA NO. 4632
 DOC. NO. 2003-641808
 REC. 08/21/03

PAR. "B"
 LLA NO. 4632
 DOC. NO. 2003-641808
 REC. 08/21/03

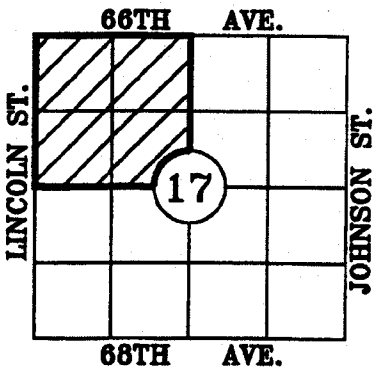
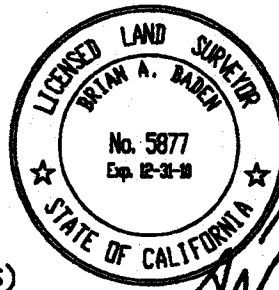
COURSE DATA

LINE	BEARING.	DISTANCE
L1	S.89°47'00"E.	814.00'
L2	S.00°13'00"W.	30.00'
L3	S.00°13'00"W.	9.00'
L4	S.43°34'23"E.	33.24'
L5	S.00°11'56"W.	274.02'
L6	N.36°03'10"W.	217.22'
L7	S.89°47'00"E.	332.35'
L8	N.00°13'00"E.	525.00'

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	66°25'19"	50.00'	57.96'

16.24 ACRES (MORE OR LESS)



COACHELLA VALLEY WATER DISTRICT
 COACHELLA, CALIFORNIA

MECCA BOYS & GIRLS CLUB

POR. NW 1/4 OF SECTION 17, T.7S., R.9E., S.B.M.

EXHIBIT "E"

DESCRIPTION/DEPICTION OF FACILITIES

Exhibit "E"

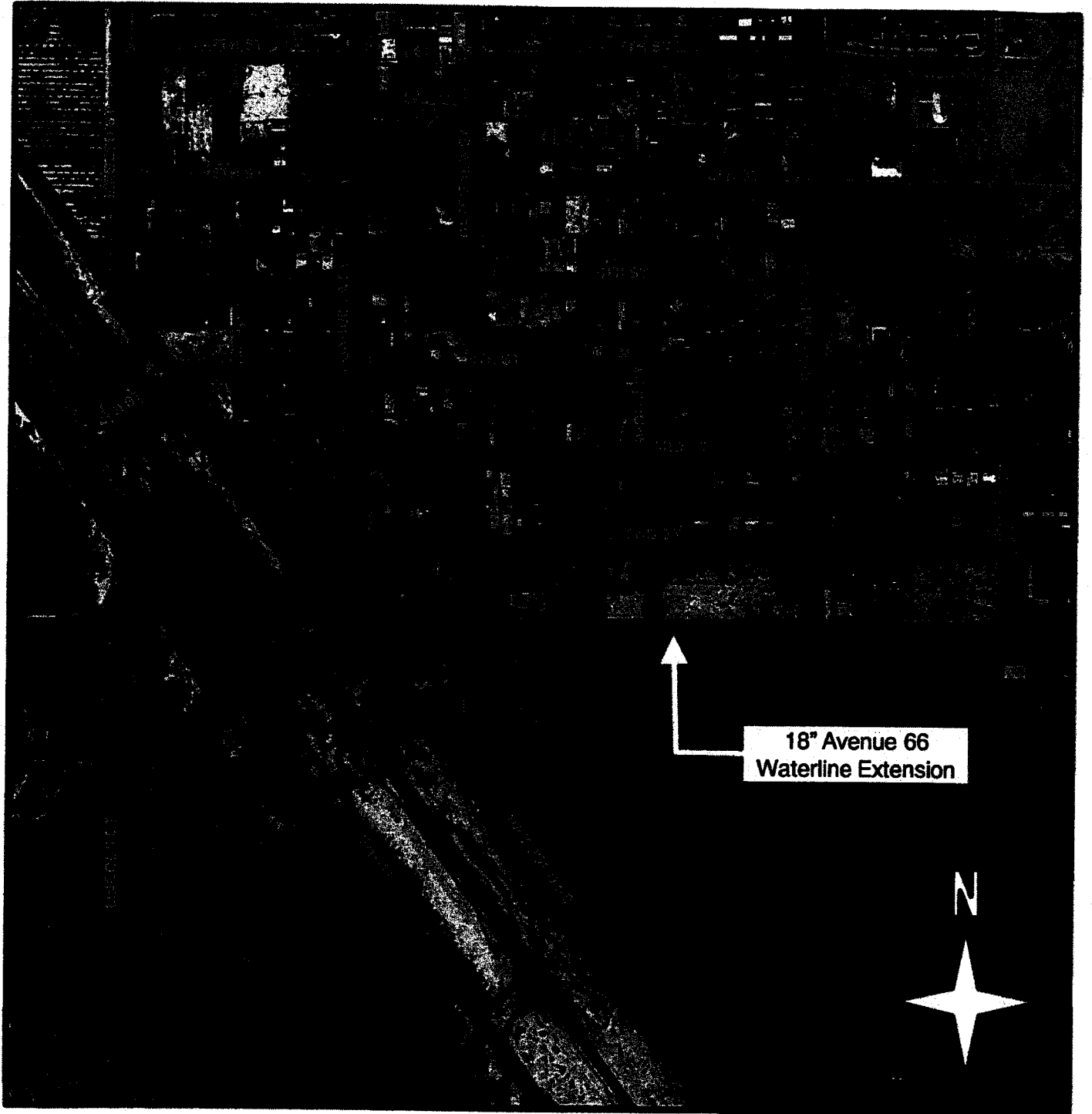


EXHIBIT "H"

INSURANCE

EXHIBIT "H"

INSURANCE REQUIREMENTS

1. Agency or Agency's contractor shall carry and maintain, at Agency's or Contractor's sole cost and expense, 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, 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 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 "I"

INDEMNITY

EXHIBIT "I"

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 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); (D) 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; (E) any breach by Agency of its obligations under this Agreement; and (F) 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 SHERRIF'S STATION & FIRE STATION
APPENDIX A
SCHEDULE

No.	Facilities Item	Reference	Required Size	Oversize	Construction and/or design of the facility described under Item (1) must be completed before domestic water service is initiated to the following Units within the Project*
1.	925' +/- of 18" domestic water pipeline from the intersection of Avenue 66 and Dale Kiler Road on Avenue 66 westerly to a point 400' +/- west of the intersection of Avenue 66 and Brown Street	2(c)(v)	18"	18"	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)