

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

535



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
January 11, 2012

**SUBJECT:** Mead Valley Library – Eastern Municipal Water District Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding for Temporary Water and/or Sewer Service

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

1. Approve and authorize the Chairman of the Board to execute the Standard Water and/or Sewer Facilities and Service Agreement and Memorandum of Understanding for Temporary Water and/or Sewer Service for the Mead Valley Library Project by and between the Agency and EMWD; and
2. Make findings that the proposed agreement, and any needed amendments thereto, and MOU between the agency and EMWD with regard to the Mead Valley Library construction is an enforceable obligation of the agency.

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

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 89,791	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> I-215 Corridor – Redevelopment Project Area Capital Improvement Project Funds – Mead Valley Sub-Area (previously approved budget)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: January 24, 2012  
xc: RDA, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR/CONTROLLER  
BY:   
DATE: 1/18/12  
Department: SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
DATE: 1/18/12  
BY: MARSHAL L. VICTOR

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



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

Project\_seq\_num: 3357812  
Document ID: 3370278

**STANDARD WATER AND/OR SEWER FACILITIES AND SERVICE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between **EASTERN MUNICIPAL WATER DISTRICT** a public agency ("District") and **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("Sponsor").

**RECITALS**

WHEREAS, Sponsor is planning to develop **MEAD VALLEY LIBRARY APN 318-120-045**, on the map attached hereto as **Exhibit A**, located within District's  Water and/or  Sewer and/or  Recycled Water Improvement District No(s) and Service Area(s) **ISU33,IW16,SA35,SA41**

WHEREAS, the water and/or sewer and/or recycled water system facilities (Subject Facilities) which are generally shown and depicted on the map attached hereto as **Exhibit B**, are necessary to provide water and/or sewer and/or recycled water service for said Subject Development; and

WHEREAS, upon completion of the Subject Facilities and fulfillment of Sponsor's obligations and responsibilities, District shall own, operate, maintain and provide service through said Subject Facilities in accord with District's Rules, Regulations and Policies; and

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and by this reference incorporated herein, is to set forth financial and other arrangements between District and Sponsor for the Subject Facilities, Sponsor's initial estimated cost of which is **\$89,791.00** as developed and shown on **Exhibit C**.

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

1. Terms and Conditions Applicable for this Agreement.

Sponsor and District each agrees to fulfill and/or perform each of the obligations and responsibilities identified on **Exhibit D** as "Applicable" in accordance with the provisions, terms and conditions set forth in the respective paragraphs attached thereto.

2. Financial Participation

Based on Sponsor's initial estimated cost developed in Exhibit C, less District's fixed financial participation in the amount of \$0.00 as shown on **Exhibit E**, Sponsor's estimated final cost for the Subject Facilities is **\$89,791.00**.

3. Documents to be Furnished to District by Sponsor

Sponsor shall furnish to District each of the documents identified on **Exhibit F** as "Applicable". Each identified document shall be duly executed by Sponsor or the involved other party, and submitted to District in accord with the indicated time schedule for each respective document.

FOR DISTRICT USE ONLY	
Water Construction Order No. _____	Assigned Date _____
Sewer Construction Order No. _____	Assigned Date _____

DLK

JAN 24 2012 4.13

4. Payment to be Made by Sponsor to District

Unless noted otherwise, Sponsor shall make payment to District of each of the charges identified on **Exhibit G** as "Applicable" concurrently with Sponsor's execution and delivery of this Agreement to District. Where Sponsor has "deferred" payment of fees, such deferred charges shall be paid by Addendum to this Agreement prior to District's acceptance of the facilities and provision of service to the involved unit(s)

5. Credits to Sponsor Toward Payment of Applicable District Charges

District will credit Sponsor with payment of applicable District charges in the amounts indicated on **Exhibit H**, which credits and all terms and conditions associated therewith are covered in the related documents attached thereto.

6. District's Right to Complete the Subject Facilities

District is hereby granted the unqualified right to complete, at Sponsor's non-reimbursable expense, all or a portion of the Subject Facilities in the event a circumstance arises which, in the opinion of the District, may be a threat to the public's health, safety or welfare.

Prior to District taking such action, Sponsor will receive a written Notice specifying the involved problem and will be given a reasonable period of time to take remedial action, satisfactory to District, within the time specified in the Notice.

Sponsor shall be exclusively responsible for any and all legal and/or financial ramifications and/or settlements with Sponsor's contractor.

7. Force Maieure

If either the District or the Sponsor is delayed, hindered or prevented from performing any term of this Agreement, by any reason beyond either party's control, including without limitation any strike, walkout, inability to procure material, failure of power, restrictive laws or regulations, riot, war, act of God or the default of the other party, then such performance will be excused or tolled during the period of delay and the applicable time period or deadline will be extended by a period equal to the period of such delay.

8. Service Limitations

Following completion of construction and testing but prior to District's acceptance of the Subject Facilities, District may make service available from and through the Subject Facilities under a separate agreement by and between District and Sponsor.

Sponsor hereby specifically agrees not to permit any portion or unit of the Subject Development to be occupied until the Subject Facilities have been accepted by District and all of Sponsor's obligations have been fulfilled, including payment of District charges and completion of improvement district annexation/formation legal proceedings, if applicable.

9. Agreement Limitations

A. Relative to This Entire Agreement

This Agreement shall automatically be canceled and become null and void if it has not been executed on behalf of Sponsor and District and Sponsor has not fulfilled all of its financial and other obligations which are required to be fulfilled concurrently with Sponsor's execution of this Agreement, on or before February 05, 2012;

B. Relative to Financial Participation Charges and Other District Charges

The estimated amounts of all applicable Financial Participation Charges and other District Charges to be paid by Sponsor shall be subject to adjustment to reflect the then per unit amount applicable at the time the involved portion(s)/unit(s) have been completed and service is requested, all as determined by District. Sponsor agrees to pay the full adjusted amount of such District Charges prior to District's acceptance of the facilities and provision of service to the involved unit(s).

For the purposes of this Agreement, the word completed shall be determined by District and mean:

- 1) Those water and/or sewer facilities which have been accepted and placed into service by District; and
- 2) Those units which have been certified for occupancy by the County of Riverside or the involved city (as appropriate) or otherwise approved for release by District for model home or landscape uses.

#### 10. Hold Harmless

Sponsor 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 improvements (or any of them) (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 Sponsor or its Representatives (as defined below), (d) any death, injury, property damage, accident or casualty caused or claimed to be caused by Sponsor or its Representatives or involving Sponsor or its Representatives or its or their property; (f) any breach by Sponsor of its obligation under this Agreement; and (e) 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 Sponsor 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 Sponsor and to recover the same from Sponsor. 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 Sponsor for payment of damages resulting from its operations or the operations of any of its contractors, engineers, agents or employees. Sponsor 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 losses, claims, damages, liabilities, expenses or actions, arising out of or in connection with Sponsor'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 Sponsor'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 Sponsor fails upon reasonable notice to so commence, appear in or defend any action or proceeding with counsel reasonably acceptable to District. Sponsor shall be furnished with copies of bills relating to the foregoing upon request. **If Sponsor fails to fulfill all of its indemnity obligations promptly and without protest, the parties agree that District will incur additional indirect expenses which are not otherwise reflected in the definition of "Costs" herein, and therefore Sponsor shall, in addition to all indemnity obligations hereunder, pay to District an amount equal to 25% of the Costs as liquidated damages for such indirect expenses.**

#### 11. Preparation of This Agreement

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

#### 12. Purpose of Captions

Captions to Paragraphs are for convenience purposes only and are not part of this Agreement.

#### 13. Binding Provision

This Agreement is binding on the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**EASTERN MUNICIPAL WATER DISTRICT**

**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Alicia Arana, Development Coordinator

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

**JOHN TAVAGLIONE**

(Print Name & Title)

**CHAIRMAN, BOARD OF SUPERVISORS**

ATTEST:

KECIA HARPER-IHEM, Clerk

By: \_\_\_\_\_  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: \_\_\_\_\_ 1/17/12  
MARSHAL VICTOR DATE

Mead Valley Library

EASTERN MUNICIPAL WATER DISTRICT

**COST ESTIMATE FOR WATER FACILITIES**

RIVERSIDE COUNTY REDEVELOPMENT

Developer: AGENCY Tract: MEAD VALLEY LIBRARY  
 W.O./C.O.# 12-975 I.D./S.A.# U-41 / 35 Date: 12/02/11  
 Estimator's Initials: LAM Supervisor's Initials: LAB 12411 Typist Initials: LAM

Implementing Facilities: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List _____	
Water Easement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No In Project _____ Offsite _____	Water Pressures: <u>Normal</u> <u>N/A</u> High Lots: _____ Low Lots: _____
Work Authorization: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Treatment Plant Notification: <input type="checkbox"/> Needed <input checked="" type="checkbox"/> Not Needed Plant: <input type="checkbox"/> Water <input type="checkbox"/> Sewer	

- A. Pipeline Installation: INSTALL 546 LF ~ 12" PVC C-900 DR-18 ; INSTALL 48 LF ~ 6" & 4" PVC C-900 DR-18 \$ 32,670
- B. Valves, Hydrants, Fittings, & Misc. INSTALL 2 EA ~ 12" RSGV  
INSTALL 1 EA ~ 6" RSGV ; 1 EA ~ 4" RSGV ; 1 EA ~ 6" SUPER FIRE HYDRANT. \$ 10,645
- C. Force Account Installation: \_\_\_\_\_  
2 EA - CONTRACTOR TO CUT EX. 4" WL & CONNECT BY EMWD \$ 7,000 \*
- D. Install Service Connections 4 EA \$ 8,580
- E. 4 meters (EMWD Installed on Dev. Installed service connection) \$ 7,160

SUBTOTAL 1:	\$ <u>66,055</u>
Contingencies:(10%) (Subtotal 1)	\$ <u>6,610</u>
SUBTOTAL 2: (Contingencies + Subtotal 1)	\$ <u>72,670</u>
Engineering (by Developer's Engineer) ( <u>10.00</u> %) (Subtotal 2)	\$ <u>7,270</u>
EMWD Inspection ( <u>10.00</u> %) (Subtotal 2)	\$ <u>7,270 *</u>
EMWD Plan Review Deposit <u>\$3,500</u> EMWD Plan Review Charges	\$ <u>\$2,200 *</u>
As Builts <u>3</u> sheets x \$ <u>127.00</u> per sheet	\$ <u>381 *</u>

Exhibit "C" TOTAL ESTIMATED COST - WATER \$ 89,791

\*Costs included in Exhibit G, Line A

**Legal Description**

PSN# 3357812 – MEAD VALLEY LIBRARY

Those portions of the South half of Section 10, Township 4 South, Range 4 West, San Bernardino Meridian, in the County of Riverside, State of California, shown as Lots 57 and 58 of a map of Glen Valley Farms Tract No. 3 filed in Book 15 Page 38 of Record of Surveys in the Office of the County Recorder of said County, except that portion of said Lot 58 lying Easterly of the following described line commencing at the Southwest corner of the Southeast quarter of said Section; thence North 0 degrees 01' 03" East, 1325.88 feet; thence North 89 degrees 15' 10 East, 497.25 feet to the true point of beginning; thence North 0 degrees 01' 58" West, 331.46 feet. Also except the West 30.00 feet of said Lot 57 as conveyed to the County of Riverside by Deed recorded September 15, 1953, as Instrument No. 44870 of Official Records.



**OBLIGATIONS/RESPONSIBILITIES**

<b>SPONSOR'S OBLIGATIONS/ RESPONSIBILITIES RELATIVE TO:</b>	<b>PURSUANT TO PARAGRAPH</b>	<b>APPLICABLE</b>	<b>NOT APPLICABLE</b>
A Financial Participation	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B Preparation of Construction Plans/Specifications	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C Construction of Subject Facilities	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D Pre-construction Conference/Project Coordination /Designation of Authorized Representative	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E Inspection of Construction	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F Field Engineering, Surveys, Compaction and Materials Strength Tests, Disinfection Requirements	6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G Construction and Operate/Maintain Permits	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H Easements	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I Grant Deeds For Annexation	9	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J Cost Accounting Records	10	<input checked="" type="checkbox"/>	<input type="checkbox"/>
K Conveyance of Ownership	11	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L Payment to Cover District's Expenses	12	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M Environmental Information & Assistance	13	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N Payment of Other Applicable Charges	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O Improvement District annexation/Formation	15	<input checked="" type="checkbox"/>	<input type="checkbox"/>
P CFD/Assessment District Requirements	16	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Q Street Address	17	<input type="checkbox"/>	<input checked="" type="checkbox"/>
R Water Pressure Conditions	18	<input type="checkbox"/>	<input checked="" type="checkbox"/>
S Treatment Plant Location Notification	19	<input type="checkbox"/>	<input checked="" type="checkbox"/>
T Sewer Backwater Valve	20	<input type="checkbox"/>	<input checked="" type="checkbox"/>
U Special Terms and Conditions	21	<input checked="" type="checkbox"/>	<input type="checkbox"/>
V Insurance Requirements	22	<input checked="" type="checkbox"/>	<input type="checkbox"/>
W Public Works Requirements	23	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X Conversion of Landscape Irrigation to Recycled Water	24	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>DISTRICT'S OBLIGATIONS/ RESPONSIBILITIES TO:</b>	<b>PURSUANT TO PARAGRAPH</b>	<b>APPLICABLE</b>	<b>NOT APPLICABLE</b>
A Financial Participation	1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B Plan Review and Approval	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C Construction of Portions of the Facilities	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D Inspection of Construction	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E Determination of Final Total Costs	10	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F Acceptance, Ownership, and Service Responsibilities	11	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**STANDARD TERMS AND CONDITIONS**  
**APPLICABLE FOR WATER AND/OR SEWER FACILITIES AND SERVICE**

1. Financial Participation

Sponsor shall finance the total cost of the Subject Facilities, less District's financial participation, if any. Sponsor shall bill District for the amount of District's Fixed Financial Participation within thirty (30) calendar days after completion of the Subject Facilities and District's acceptance thereof.

2. Preparation of Construction Plans and Specifications

Sponsor shall employ, at its sole expense, a qualified professional engineering firm to plan, design and prepare detailed construction plans and specifications for the Subject Facilities covered by this Agreement in accord with District standards. Such plans and specifications shall be reviewed and approved by District, in writing, prior to the beginning of any construction.

3. Construction of the Subject Facilities

Unless otherwise approved by District, District shall furnish all labor, materials and equipment necessary to connect the Subject Facilities to District's existing system facilities and may install other portions of the Subject Facilities, including water meters, as provided for in the plans and specifications. Any work performed by the District shall be paid by Sponsor on an actual (including overhead) cost basis.

All facilities furnished, constructed and installed by Sponsor's contractor shall be installed in strict compliance with District approved plans and specifications. Sponsor may not deviate from such approved plans and specifications without prior written approval by District.

Sponsor/Sponsor's contractor shall apply and be approved by District for construction temporary hydrant meter to obtain water for construction, grading, compaction, or related uses. Sponsor/Sponsor's contractor shall comply with backflow requirements associated with such use of hydrant meter and all other applicable requirements. Any use of unmetered water for this purpose will be considered unauthorized use and will be subject to a penalty fee in accordance with Board Resolution No.2963 as amended. Such penalty fee will include a straight-line increase with each subsequent violation, i.e., doubled for the second violation, tripled for the third, etc.

4. Preconstruction Conference/Project Coordination/Designation of Sponsor's Authorized Representative

Sponsor shall be responsible for coordinating all construction activities associated with the Subject Facilities and any other work to be performed by Sponsor's contractor. In this regard, Sponsor shall schedule a pre-construction conference with District personnel.

It shall also be the responsibility of the Sponsor and Sponsor's contractor to hold safety conferences as required by law and comply with applicable Federal, State, local and District safety criteria.

At or prior to the pre-construction conference, Sponsor shall officially, in writing, designate those who have authority to represent Sponsor relative to the furnishing and installation of the Subject Facilities and shall immediately advise the District of any subsequent changes in such authorized representation.

5. Inspection of Construction

District shall be responsible for inspecting the work to be performed by Sponsor's contractor for compliance with the approved plans and specifications.

District's inspection personnel shall have the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by Sponsor's contractor at contractor's expense.

6. Field Engineering Surveys, Compaction and Materials Strength Tests, and Disinfection Requirements

Sponsor's engineer shall provide all field engineering surveys associated with the construction of the Subject Facilities

and/or related work to be performed by Sponsor's contractor, as determined necessary by Sponsor's engineer, Sponsor's contractor, and/or District's inspection personnel, at Sponsor's direct expense. Sponsor shall promptly furnish to District all field notes and grade sheets, together with location, offset, and attendant data and reports, resulting from field engineering surveys and/or proposed facility design changes, all of which have been prepared in accordance with accepted professional engineering practices, and allow District sufficient time to approve or make any required facility design changes resulting therefrom prior to construction.

Sponsor shall be responsible for paying all soil compaction, concrete and steel strength tests and report costs associated with the Subject Facilities required by Sponsor's engineer, appropriate public agency officials and/or District inspection personnel. Full-time professional soils (compaction) testing and full trench certification are required. Sponsor shall contract with a soils testing firm approved by District. A final report shall be required fully certifying trench compaction prior to acceptance of facilities. Sponsor shall promptly furnish results of all such compaction and concrete and steel strength testing to District for its evaluation as to compliance with the specifications. District shall make every reasonable effort to complete the evaluation within 72 hours after its receipt.

Relative to water facilities, Sponsor's contractor shall be responsible for performing all disinfection procedures required by District and the costs associated therewith.

7. Construction and Operate and Maintain Permits

Sponsor shall be responsible for obtaining a Construction Permit from the involved City or County agency for those portions, if any, of the Subject Facilities which are to be constructed within an existing City street and/or County road. At the same time such Construction Permit is obtained by Sponsor, the involved City or County agency will issue an Operate and Maintain Permit to District, which will become effective upon the completion of the involved Subject Facilities and District's acceptance thereof.

8. Grant Deeds

- a) For annexation purposes only, Sponsor shall furnish to District a copy of the grant deed(s) verifying ownership of the property; or
- b) Sponsor shall, for the dollar consideration, if any, set forth in Exhibit C attached to this Agreement, furnish to District a duly executed Grant Deed(s) conveying to District clear unencumbered fee title to the parcel(s) of land identified on the map attached to this Agreement as Exhibit I.

9. Cost Accounting Records

Sponsor shall maintain separate accounting records under which all its engineering and construction expenses for each segment/unit of the Subject Facilities will be individually shown and identified. At the time of the pre-construction conference, Sponsor shall provide District with preliminary accounting records showing the estimated cost of construction broken down by unit bid items. If requested by District, final cost accounting records shall be submitted to the District within 90 days after completion of the Subject Facilities upon which District shall determine the Final Total Cost for each segment/unit of the Subject Facilities for capital value and other accounting record purposes and Sponsor's Final Financial Participation.

10. Conveyance of Ownership

Concurrently with the execution of this Agreement, Sponsor shall execute the Bill of Sale attached to this Agreement as **Exhibit J**, conveying to District clear title to the Subject Facilities effective upon their completion and acceptance by District. In this regard, it is specifically understood and agreed that District is not obligated to accept title to or provide service through the Subject Facilities until final inspection (including television) and testing has been completed and Sponsor has fulfilled its obligations and responsibilities provided for in this Agreement. Upon conveyance of ownership to District, District shall own, operate, maintain and provide service there through in accord with District Policies and Rules and Regulations.

11. Payments to District to Cover District's Expenses

Concurrently with the execution of this Agreement, Sponsor shall make payment to District covering District's estimated engineering, inspection, material and construction related expenses. Such payment shall be subject to additional billing(s) to Sponsor, payable within 15 calendar days; or refund(s) by District, upon completion of

construction and determination of District's actual incurred costs. Such payment(s) covering District expenses shall constitute a portion of Sponsor's costs to be included in Sponsor's cost accounting records.

12. Environmental Information and Assistance

Upon request by District, Sponsor shall, at its sole expense, assist District in the preparation of an Environmental Impact Assessment, or, if necessary, furnish to District a complete Environmental Impact Report relative to the facilities covered by this Agreement and the Subject Development. In this regard, nothing herein shall be construed or interpreted to require District to take or participate in any legal action for the purpose of securing approval for the facilities covered by this Agreement or the developments to be served thereby. All such legal action shall be solely financed and conducted by Sponsor.

13. Payment of Other Applicable District Charges

Prior to receiving service through the Subject Facilities, Sponsor shall pay to District applicable financial participation charges, frontage charges, and other charges as determined by District.

14. Improvement District Annexation/Formation Legal Proceeding Requirements

If the lands to be occupied by the Subject Development are not already located within a District improvement district, Sponsor shall furnish District a petition, duly executed by the legal owners of all the involved lands, requesting that the lands be either annexed to an existing District improvement district or, the formation of a new District improvement district, as determined by District. Annexation must be complete prior to transfer of title of any of the involved lands and District's release for occupancy.

15. CFD/Assessment District Requirements

- a) If the lands to be occupied by the Subject Development are in one of the District's assessment districts and there has been a subdivision of the subject property subsequent to said assessment district formation, Sponsor shall pay the assessment at the time of agreement execution or go through an apportionment of assessment district procedures administered by the District personnel.
- b) Upon completion of the construction of the involved assessment district financed facilities and the determination of the final combined and individual cash assessments, the District shall determine and establish the amount of the portion, if any, of the cash assessment for each parcel within the involved assessment district which is to be credited by District toward partial payment of applicable District front footage and financial participation charges.

16. Street Addresses

Concurrently with the execution of this Agreement, Sponsor shall furnish to District a list of approved street addresses for the development to be served by the Subject Facilities.

17. Water Pressures

If pressures are expected to be in excess of 80 psi, Sponsor shall install, at his expense, a pressure regulator and/or relief valve. If pressures are expected to be less than 40 psi, Sponsor shall install, at his expense, a booster pump and low pressure switch, to be owned, operated and maintained by the subsequent lot owner. Service will not be provided if available system pressure is determined to be lower than 20 psi. Sponsor agrees to inform subsequent lot owners of high or low water pressure conditions and will hold District harmless from any damages resulting from such condition. A Pressure Agreement executed by the Sponsor/lot owner will be recorded with the County holding District harmless from any damages caused by low or high pressures.

18. Treatment Plant Location Notification

In the event any portion of the Subject Development is located within one quarter (1/4) mile of a District treatment plant facility site, Sponsor shall execute a Notice of Condition, recorded with the County, acknowledging the existence and location of the treatment plant and the possibility of nuisance conditions under certain operational and climatic conditions. Such Notice will run with the real property and shall be binding upon subsequent property owners.

19. Sewer Backwater Valve

Sewer backwater valves will be required for those lots, if any, specified on the construction drawings. Sponsor will furnish and install, at Sponsor's cost, sewer backwater valves in accordance with the Uniform Plumbing Code, prior to project or lot release by District.

20. Special Terms, Conditions and/or Requirements

Sponsor shall fulfill all the Special Terms, Conditions and Requirements set forth in **Exhibit K** attached to this Agreement.

21. Insurance Requirements

Prior to the Pre-job construction meeting, Sponsor or Sponsor's contractor, shall provide District with certificates of insurance coverage in accordance with the requirements set forth in **Exhibit L** attached to this Agreement.

NOT APPLICABLE – No District Participation

**DISTRICT'S FIXED FINANCIAL PARTICIPATION**  
(Tract Number)

District agrees to pay Sponsor the total fixed sum of \$ \_\_\_\_\_ as reimbursement for sewer pipeline oversizing (Point A) to (Point B). The breakdown of the reimbursement is as follows:

**Sewer:**

$$\#(\text{inch} - \text{requested}) - \#(\text{inch} - \text{needed}) = \#(\text{inch} - \text{oversizing})$$

$$\#(\text{inch} - \text{oversizing}) \times \frac{\$3.75}{(\text{diameter} - \text{inch}) / l.f.} = \$ \frac{\quad}{l.f.}$$

$$\frac{\$ \quad}{l.f.} \times \quad (l.f.) = \$ \quad$$

**Water:**

$$\#(\text{inch} - \text{requested}) - \#(\text{inch} - \text{needed}) = \#(\text{inch} - \text{oversizing})$$

$$\#(\text{inch} - \text{oversizing}) \times \frac{\$3.00}{(\text{diameter} - \text{inch}) / l.f.} = \$ \frac{\quad}{l.f.}$$

$$\frac{\$ \quad}{l.f.} \times \quad (l.f.) = \$ \quad$$

The terms of reimbursement are as follows:

- 1) No reimbursement for oversizing/extension of facilities can occur if the job is not bid and constructed via prevailing wage requirements. Certified payroll must be submitted to EMWD to insure receipt of payment upon completion and acceptance of the facilities.
- 2) No changes in reimbursement amounts will be considered during construction phase.
- 3) Payment will be made upon receipt of Sponsor's invoice to be submitted within 30 calendar days after District's final acceptance of the facility.
- 4) Additional capacity reimbursement will be deducted from Sponsor's CFD or AD (acquisition) reimbursement of facility costs, if applicable.

## DOCUMENTS TO BE FURNISHED

	DOCUMENTS(S):	Due Date	Applicable	Not Applicable
A	City/County/Road Permits	(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B	Easements	(a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C	Deeds	(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D	Final Cost Accounting Records	(b)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E	Bill of Sale	(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F	Petition for Improvement District Annexation/Formation	(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G	Billing for District's Financial Participation	(d)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H	List of Street Addresses	(c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I	Water Pressure Notice	(a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
J	Treatment Plant Location Notification	(a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
K	Preliminary Cost Accounting Records	(a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
L	Certificate(s) of Insurance	(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M	Reimbursement Waiver Form	(c)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
N	Customer Billing Information	(c)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
O	Performance & Payment Bonds (CFD Projects)	(e)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- (a) Prior to Pre-construction Meeting.  
 (b) Within 90 calendar days after District's acceptance of the Subject Facilities.  
 (c) Upon Sponsor's execution and delivery of this Agreement to District.  
 (d) Within 30 calendar days after District's acceptance of the Subject Facilities  
 (e) At the pre-construction meeting

**ESTIMATE OF CHARGES TO BE PAID BY SPONSOR**

PAYMENT FOR:	<u>AMOUNT</u>	APPLICABLE	NOT APPLICABLE
A. Estimated District Engineering & Inspection Expenses	\$ 9,851.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Estimated District Material & Construction Expenses	7,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Non-Reimbursable Frontage Fees:			
(1) Water	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Special Water	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Sewer	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Special Sewer	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Financial Participation Charges:			
(1) Domestic Water System Facilities	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Domestic Water System Facilities (Landscape)	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Sewer System & Recycled Water Facilities	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Sewer Treatment Plant Capacity Charges	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Pre Occupancy Unmetered Water (per lot) for flushing and testing of interior plumbing - not for use of construction water as it relates to compaction, grading, landscaping, etc. see Exhibit D Item 3 for further clarification.	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Meters	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Source Control Fees	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
H. Per Addendum Processing Fee	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I. Water Supply Development Fee	*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Total	\$ 16,851.00		
Less Previous Fees Paid on 8/22/11	\$ 3,500.00		
Amount to be Remitted with Agreement	\$ 13,351.00		

**\*FEES DEFERRED UNTIL SERVICE IS REQUESTED**  
**See Exhibit G-2 for estimated amount**

**ALL CHARGES SHALL BE SUBJECT TO ADJUSTMENT TO REFLECT THE APPLICABLE PER UNIT CHARGE AT THE TIME SERVICE IS REQUESTED (SEE Paragraph 9.B of Agreement)**



NOT APPLICABLE

MEMO NO. \_\_\_\_\_  
COORD NO. \_\_\_\_\_  
SO/CO. \_\_\_\_\_  
ID NO. \_\_\_\_\_

**NON-REIMBURSABLE FRONTAGE CHARGES**  
**(PAID)**

Eastern Municipal Water District (District) hereby acknowledges receipt of the following amounts from the below named Sponsor(s):

Sponsor(s) Name and Address	Amount of Payment	Percent of Total Payment
1. _____	\$ _____	% _____
2. _____	\$ _____	% _____
3. _____	\$ _____	% _____
4. _____	\$ _____	% _____

Covering the payment of: Non-reimbursable Water Sewer Frontage Special Frontage, under the attached "FRONTAGE TERMS AND CONDITIONS" which are relevant to the particular type of Frontage Charges involved (as above specified), applicable to the following described parcel(s):

Item No.	Frontage Description/General Location	L.F.	\$Amt/L.F.	Total Charge
1.			\$	\$0.00
2.			\$	\$0.00
3.			\$	\$0.00
4.			\$	\$0.00
<b>Total</b>				<b>\$0.00</b>

Distribution: M&R

\_\_\_\_\_/\_\_\_\_\_  
(Date) (Initial)

## FRONTAGE TERMS AND CONDITIONS

### 1. WATER AND SEWER FRONTAGE CHARGES

All nonreimbursable and potentially reimbursable water and sewer frontage charges are levied and collected by the District in accord with applicable provisions of District's rules and regulations (Resolution Nos. 229 and 1643), as amended.

### 2. FRONTAGE CHARGES SEPARATE FROM AND IN ADDITION TO OTHER CHARGES

All water and sewer frontage charges are separate from and in addition to other applicable charges and costs, including, but not limited to, water service connection meter, sewer service lateral, financial participation charges, and the costs of other facilities required to provide service to the involved development.

### 3. REIMBURSEMENT TERMS AND CONDITIONS

Potentially reimbursable water and sewer frontage charges are subject to the following terms and conditions:

- A. No interest will be credited to or paid on any potentially reimbursable balance;
- B. As and when the owner of land(s) for which potentially reimbursable frontage charges have been previously paid requests service from the related water or sewer facility, District will collect from said owner applicable non-reimbursable frontage charges pursuant to District rules and regulations;
- C. During the ten (10) year period which follows the date of the involved FRONTAGE CHARGE MEMORANDUM ("MEMORANDUM"), as and when the District collects nonreimbursable frontage charges from the owner of the land for which potentially reimbursable frontage charges have been previously paid, District will make reimbursement to the Sponsor(s) named in the related MEMORANDUM in an amount equivalent to the per front foot charge set forth in said MEMORANDUM times the frontage for which nonreimbursable frontage charges are collected by District;
- D. All such reimbursements of potentially reimbursable frontage charges will be paid by District to the involved Sponsor(s) named in the related MEMORANDUM, in the amount of each Sponsor's percentage of the then outstanding potentially reimbursable balance owing under said MEMORANDUM;
- E. All reimbursements will be limited to those which can be made by the District within the ten (10) year period which begins after District's substantial acceptance of facilities for service; and
- F. The potential reimbursable balances due a Sponsor under a MEMORANDUM will be assignable to another party only as to the total reimbursable amount then owing. District will change its records to effect such an assignment responsive to its receipt and approval of a "Reimbursable Balance Assignment Notification and Record" form, which has been duly completed and executed by the involved Assignor and Assignee, after which District will execute the confirmation portion of the form and furnish a copy thereof to both the involved Assignor and Assignee.

### 4. FRONTAGE CHARGE PAYMENTS PERTINENT TO THE DESIGNATED PARCEL OF LAND

All nonreimbursable and potentially reimbursable frontage charges will be pertinent to the parcel of land designated in the related MEMORANDUM and will not be transferable to any other parcel of land.

**COMPUTATION OF ESTIMATED FINANCIAL PARTICIPATION CHARGES**

**WATER RELATED CHARGES**

1.	Water Facilities Financial Participation Charges			
	_____	EMS X	<u>\$3,090**</u>	\$ _____
2.	Landscape Meter:			
	_____	EMS X	<u>\$2,639***</u>	\$ _____
				<b>Total</b> \$ _____

**SEWER RELATED CHARGES**

1.	Sewer Facilities Financial Participation Charges			
	_____	EDU X	<u>\$1,748</u>	\$ _____
2.	Sewer Treatment Plant Capacity Financial Participation Charges			
	_____	EDU X	<u>\$2,437</u>	\$ _____
				<b>Total</b> \$ _____

**TOTAL WATER AND SEWER RELATED CHARGES \$ \_\_\_\_\_**

**PART 4 - PAYMENT OF FINANCIAL PARTICIPATION CHARGES:**

Payment of said water and sewer financial participation charges will be:

Made by Sponsor upon execution and delivery of this Agreement to District;

*\*Deferred by Sponsor and paid by Application for Service or Addendum to this Agreement, prior to District's acceptance of facilities and provision of service for each involved portion(s)/unit(s) (see Paragraphs 4. and 9.B. of Agreement).*

**\*\* EMWD assumes the developer will install 5/8" x 3/4" meters. If larger size is required (i.e., 1") then the Water Facilities Financial Participation Charge of \$3,090 will increase based on equivalent meter size per Resolution 1640.**

**\*\*\* A portion of these fees may be eligible for reimbursement at the time of conversion to recycled water (see Exhibit D, Paragraph 24 of this Agreement).**

**NOTE: PAID FINANCIAL PARTICIPATION CHARGES SHALL REMAIN APPURTENANT TO THE REAL PROPERTY PARCEL OF LAND TO WHICH IT IS ASSIGNED, REGARDLESS OF CHANGES IN OWNERSHIP, AND WILL NOT BE TRANSFERABLE TO ANY OTHER PARCEL OF LAND NOR REFUNDED TO ANY PARTY OTHER THAN THE CURRENT OWNER OF THE LAND.**

## CREDITS TO SPONSOR TOWARD PAYMENT OF APPLICABLE DISTRICT CHARGES

<u>DESCRIPTION OF WATER RELATED CREDITS</u>	<u>AMOUNT OF CREDIT</u>	<u>APPLICABLE</u>	<u>NOT APPLICABLE</u>
Nonreimbursable Charges Credited to Sponsor:			
1) Capacity Charges (Sponsor Required Capacity)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Potentially Reimbursable Charges Credited to Sponsor:			
1) Water Frontage Charges		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Additional Special Water Frontage Charges		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Other		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Frontage Charges Previously Paid By Others		<input type="checkbox"/>	<input checked="" type="checkbox"/>
 <u>DESCRIPTION OF SEWER RELATED CREDITS</u>			
Nonreimbursable Charges Credited to Sponsor:			
1) Capacity Charges (Sponsor Required Capacity)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Potentially Reimbursable Charges Credited to Sponsor:			
1) Sewer Frontage Charges		<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Additional Special Sewer Frontage Charges		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Other		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Frontage Charges Previously Paid By Others		<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Attachments:**

H-1 Frontage Charge Memorandum

NOT APPLICABLE

MEMO NO. \_\_\_\_\_  
 COORD NO. \_\_\_\_\_  
 SO/CO. \_\_\_\_\_  
 ID NO. \_\_\_\_\_

**POTENTIALLY REIMBURSABLE FRONTAGE CHARGES**  
**(CREDITED)**

Eastern Municipal Water District (District) hereby acknowledges credit of the following amounts from the below named Sponsor(s):

Sponsor(s) Name and Address	Amount of Payment	Percent of Total Payment
1. _____	\$ _____	% _____
2. _____	\$ _____	% _____
3. _____	\$ _____	% _____
4. _____	\$ _____	% _____

Covering the payment of: Potentially Reimbursable Water Sewer Frontage Special Frontage Charges along the property of others, under the attached "FRONTAGE TERMS AND CONDITIONS" which are applicable to the following described parcel(s):

Item No.	Frontage Description/General Location	L.F.	\$Amt/L.F.	Total Charge
1.			\$	\$0.00
2.			\$	\$0.00
3.			\$	\$0.00
4.			\$	\$0.00
<b>Total</b>				<b>\$0.00</b>

Distribution: M&R

\_\_\_\_\_/\_\_\_\_\_  
 (Date) (Initial)

## FRONTAGE TERMS AND CONDITIONS

### 1. WATER AND SEWER FRONTAGE CHARGES

All nonreimbursable and potentially reimbursable water and sewer frontage charges are levied and collected by the District in accord with applicable provisions of District's rules and regulations (Resolution Nos. 229 and 1643), as amended.

### 2. FRONTAGE CHARGES SEPARATE FROM AND IN ADDITION TO OTHER CHARGES

All water and sewer frontage charges are separate from and in addition to other applicable charges and costs, including, but not limited to, water service connection meter, sewer service lateral, financial participation charges, and the costs of other facilities required to provide service to the involved development.

### 3. REIMBURSEMENT TERMS AND CONDITIONS

Potentially reimbursable water and sewer frontage charges are subject to the following terms and conditions:

- A. No interest will be credited to or paid on any potentially reimbursable balance;
- B. As and when the owner of land(s) for which potentially reimbursable frontage charges have been previously paid requests service from the related water or sewer facility, District will collect from said owner applicable non-reimbursable frontage charges pursuant to District rules and regulations;
- C. During the ten (10) year period which follows the date of the involved FRONTAGE CHARGE MEMORANDUM ("MEMORANDUM"), as and when the District collects nonreimbursable frontage charges from the owner of the land for which potentially reimbursable frontage charges have been previously paid, District will make reimbursement to the Sponsor(s) named in the related MEMORANDUM in an amount equivalent to the per front foot charge set forth in said MEMORANDUM times the frontage for which nonreimbursable frontage charges are collected by District;
- D. All such reimbursements of potentially reimbursable frontage charges will be paid by District to the involved Sponsor(s) named in the related MEMORANDUM, in the amount of each Sponsor's percentage of the then outstanding potentially reimbursable balance owing under said MEMORANDUM;
- E. All reimbursements will be limited to those which can be made by the District within the ten (10) year period which begins after District's acceptance of facilities; and
- F. The potential reimbursable balances due a Sponsor under a MEMORANDUM will be assignable to another party only as to the total reimbursable amount then owing. District will change its records to effect such an assignment responsive to its receipt and approval of a "Reimbursable Balance Assignment Notification and Record" form, which has been duly completed and executed by the involved Assignor and Assignee, after which District will execute the confirmation portion of the form and furnish a copy thereof to both the involved Assignor and Assignee.

### 4. FRONTAGE CHARGE PAYMENTS PERTINENT TO THE DESIGNATED PARCEL OF LAND

All nonreimbursable and potentially reimbursable frontage charges will be pertinent to the parcel of land designated in the related MEMORANDUM and will not be transferable to any other parcel of land.

**BILL OF SALE**

For a valuable consideration, receipt of which is hereby acknowledged, **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE** (Seller), hereby bargains, conveys, and grants unto the Eastern Municipal Water District (District), a public agency of the State of California, the following described personal property, such conveyance to become effective upon completion of the construction/installation by Seller's Contractor(s) and acceptance by the District of such personal property, which is more specifically described as:

The Subject Facilities which are to be furnished and constructed by Sponsor's Contractor(s) as described and provided for in that certain Agreement, by and between Sponsor (Seller in this Bill of Sale) and District, dated \_\_\_\_\_, to which this Bill of Sale is attached as Exhibit J.

Seller hereby warrants that the above-described personal property is free and clear of any and all encumbrances. In this regard Seller hereby agrees to protect and defend (District's) right to own, operate, maintain and provide services through all the personal property hereby transferred to District's ownership wherein the defense of the District's right to own, operate, maintain and provide services as provided hereinabove results from any person or entity's alleged rights to any of the personal property described hereinabove or for any monetary damages resulting from the nonpayment by Seller of any person or entity having the right to file a lien against said personal property. Seller further agrees to indemnify the District for any and all losses which may be occasioned or suffered by the District as a result of any claims by others as to clear title of the personal property covered hereby.

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
Notary Public in and for the State of California

Expiration Date \_\_\_\_\_

SELLER

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

(Signature)

**JOHN TAVAGLIONE**

**CHAIRMAN, BOARD OF SUPERVISORS**  
(Print Name and Title)

Dated: JAN 24 2012

ATTEST:

**KECIA HARPER-IHEM, Clerk**

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

**DEPUTY**

FORM APPROVED COUNTY COUNSEL

BY: \_\_\_\_\_

**MARSHA L. VICTOR**

1/17/12

DATE

EXHIBIT J

JAN 24 2012 4.13

## **SPECIAL TERMS AND CONDITIONS**

- # Sewer and /or Water Financial participation charges are to be determined at the time of Application for Service. Application for Service will require an individual addenda to this agreement upon submittal of plot plans, city conditions, etc. by each respective site developer.
  
- # Water conservation is of utmost importance to the District. Best Management Practices (BMP's) water conservation programs are promoted throughout our service area. Sponsor agrees to support the overall management of water resources by promoting water conservation programs/incentives, water saving appliances, and California friendly landscaping within the new development project. Sponsor's project must meet all plumbing and landscaping code requirements established by the City or County within which the project resides. Large commercial landscaping will require a dedicated landscape irrigation meter, submittal of plans for approval, and an approved water budget. .
  
- # Annexation required to ID's U-33 and U-34.

### # **IMPLEMENTING FACILITIES**

#### Water

1. None

#### Sewer

1. None



**EXHIBIT L**  
**INSURANCE REQUIREMENTS**

**PART A - STANDARD INSURANCE REQUIREMENTS FOR NON-CFD PROJECTS & FEES ONLY CFD PROJECTS**

- I. **Prior to the Pre-job construction meeting, Sponsor or Sponsor's contractor, shall provide District with certificates of insurance coverage in accordance with these requirements.**
- II. **Sponsor or Sponsor's contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.**
- III. **Sponsor or Sponsor's contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, resulting in a Bodily Injury or Property Damage claim and any resultant settlements, which may affect the limits of the required coverage, as soon as is reasonable and practical.**
- IV. **Sponsor or Sponsor's contractor, and each of his subcontractors, shall take out and maintain the following policies of "occurrence form" type insurance, with coverages reasonably acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee.**
  - A. **Workers' Compensation Insurance to cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance**
  - B. **Commercial Liability Insurance. Sponsor or Sponsor's Contractor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:**
    - \$1,000,000 Each Occurrence**
    - \$2,000,000 General Aggregate**
    - \$2,000,000 Products-Completed Operations Aggregate**

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.
  - C. **Automobile Liability Insurance. Sponsor or Sponsor's Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:**

**\$1,000,000 Combined Single Limit**

D. **Equipment.** Sponsor or Sponsor's Contractor shall be solely responsible for its tools, equipment, supplies and materials on and off the jobsite, and shall require its subcontractors to be solely responsible for all maintenance, damage, destruction or theft of subcontractor's tools, equipment, supplies and materials on and off the jobsite until the work of this contract is completed, signed off and accepted by the District.

V. Each such policy of insurance shall:

- A. Be issued by insurance carriers that are:
  - 1. Licensed to transact insurance business in California; and
  - 2. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company.
- B. Captive and/or Risk Retention groups are not acceptable unless rated no less than **A-, Class VIII (8)** by the A. M. Best Company; and
- C. Self Insured Retention (SIR) greater than \$100,000 is acceptable subject to Sponsor providing verification of Sponsor's current net-worth as follows:

SIR Limit	Net-Worth
\$100,000	N/A
\$100,001 to \$250,000	\$2,500,000
\$250,001 to \$500,000	\$5,000,000
\$500,001 to \$1,000,000	\$10,000,000
\$1,000,001 to \$5,000,000	\$50,000,000

VI. Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- A. Domiciled or authorized to do business in the United States; and/or listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list;
- B. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company; and
- C. Risk Retention Groups and/or Captive Insurance carries are not acceptable unless they can provide an AM Best rating that meets District's policy

The District reserves the right to disqualify any **admitted** or non admitted insurer at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

VII. **Additional Insured:** Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85, or CG 20 10 10/01 with CG 20 37 10/01 to include **Completed-Operations (or equivalent forms)** beyond the completion date. Endorsements are required with certificate.

- VIII. Not be canceled, reduced in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits.
- IX. Be endorsed for the **Aggregate Limit to Apply to this Project** by utilizing endorsement form "CG 25 03 03 97" (or equivalent), executed by the insurance carrier. Endorsement required with certificate.
- X. Show evidence of renewal of an expiring policy in conformance with District standards.
- XI. If sponsor is unable to fulfill the insurance requirements stipulated herein, sponsor has the option to:
  - A. Post a Standby Letter of Credit for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project; or
  - B. Post a CD for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project.

<b>PART B - INSURANCE REQUIREMENTS FOR SPECIAL FUNDING (AD/CFD) PROJECTS</b>
--

- I. **Prior to the Pre-job construction meeting, Sponsor and Sponsor's Contractor (if different from Sponsor), shall provide District with certificates of insurance coverage in accordance with these requirements.**
- II. Sponsor and Sponsor's Contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.
- III. Sponsor and Sponsor's Contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, resulting in a Bodily Injury or Property Damage claim and any resultant settlements, which may affect the limits of the required coverage, as soon as is reasonable and practical.
- IV. Sponsor and Sponsor's Contractor and each of his subcontractors shall take out and maintain the following policies of "occurrence form" type insurance, with coverages reasonably acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the guarantee:

**SPONSOR'S CONTRACTOR AND ALL SUBCONTRACTORS:**

- A. **Workers' Compensation Insurance.** Sponsor's Contractor and subcontractors shall cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance.

- B. **Equipment.** Sponsor's Contractor shall be solely responsible for its tools, equipment, supplies and materials on and off the jobsite, and shall require its subcontractors to be solely responsible for all maintenance, damage, destruction or theft of subcontractor's tools, equipment, supplies and materials on and off the jobsite until the work of this contract is completed, signed off and accepted by the District.

**SPONSOR:**

- a. **Commercial Liability Insurance.** Sponsor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:

**\$1,000,000 Each Occurrence**  
**\$2,000,000 General Aggregate**  
**\$2,000,000 Products-Completed Operations Aggregate**

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

- b. **Automobile Liability Insurance.** Sponsor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

**\$1,000,000 Combined Single Limit**

- i. Each such policy of insurance shall:

- A. Be issued by insurance carriers that are:
1. Licensed to transact insurance business in California; and
  2. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company.
- B. Captive and/or Risk Retention groups are not acceptable unless rated no less than **A-, Class VIII (8)** by the A. M. Best Company; and
- C. Self Insured Retention (SIR) greater than \$100,000 is acceptable subject to Sponsor providing verification of Sponsor's current net-worth as follows:

SIR Limit	Net-Worth
\$100,000	N/A
\$100,001 to \$250,000	\$2,500,000
\$250,001 to \$500,000	\$5,000,000
\$500,001 to \$1,000,000	\$10,000,000
\$1,000,001 to \$5,000,000	\$50,000,000

- VI. Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- A. Domiciled or authorized to do business in the United States; and/or listed as an approved

insurance carrier on the California Department of Insurance L.E.S.L.I. list;

- B. Rated no less than **A-, Class VIII (8)** by the A.M. Best Company; and
- C. Risk Retention Groups and/or Captive Insurance carries are not acceptable unless they can provide an AM Best rating that meets District's policy.

The District reserves the right to disqualify any **admitted** or non admitted insurer at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

- VII. **Additional Insured:** Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85, or CG 20 10 10/01 with CG 20 37 10/01 to include Completed-Operations (**or equivalent forms**) beyond the completion date. Endorsements are required with certificate.
- VIII. Not be canceled, reduced in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits.
- IX. Be endorsed for the **Aggregate Limit to Apply to this Project** by utilizing endorsement form "CG 25 03 03 97" (or equivalent), executed by the insurance carrier. Endorsement required with certificate.
- X. Show evidence of renewal of an expiring policy in conformance with District standards.
- XI. If sponsor is unable to fulfill the insurance requirements stipulated herein, sponsor has the option to:
  - A. Post a Standby Letter of Credit for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project; or
  - B. Post a CD for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project

<b>Part C- SPECIAL Insurance Requirements for Self-Insured Retention (SIR) and WRAP Programs</b>
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- I. As an alternative, Sponsor or Sponsor's Contractor (if different from Sponsor) may satisfy the requirements of Part A or Part B via Wrap coverage and Self-Insured Retention as provided for in this section.
- II. Prior to the Pre-job construction meeting, Sponsor or Sponsor's Contractor, shall provide District with Certificates of insurance coverage in accordance with these requirements.
- III. Sponsor or Sponsors contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any

subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.

- IV. Sponsor or Sponsor's contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, giving rise to any potential Bodily Injury or Property Damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.
- V. Sponsor or Sponsor's contractor, and each of his subcontractors, shall take out and maintain the following policies of "Occurrence form" type insurance, with coverages acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee.
- A. **Workers Compensation Insurance** to cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such worker's compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance. Such policy shall provide employers liability limits of **\$1,000,000.00**.
- B. **Commercial Liability Insurance.** Sponsor or Sponsor's Contractor shall procure and maintain commercial liability insurance in amounts stated as follows:
1. **WRAP Insurance:** Sponsor or Sponsor's contractor may satisfy the requirements of General Liability Insurance by providing a "Wrap Insurance Program" that includes all eligible contractors and subcontractors. The program may be structured using a combination of Commercial Liability insurance (primary and excess) and self insurance, which will cover Bodily Injury and Property Damage liability exposures in connection with the Project listed. (Wrap coverage **EXCLUDES** Auto, Worker's Compensation and Property/Builders Risk coverage.) The maximum limits allowed are set forth below. Sponsor shall provide the District with verification of Sponsor's current net-worth.

Net-Worth	SIR limit	Insurance Limit	
		Occurrence	Aggregate
Not Required	Up to \$100,000	\$10,000,000	\$20,000,000
\$2,500,000	\$100,001 to \$250,000	\$15,000,000	\$30,000,000
\$5,000,000	\$250,001 to \$500,000	\$15,000,000	\$30,000,000
\$10,000,000	\$500,001 to \$1,000,000	\$20,000,000	\$30,000,000
\$50,000,000	\$1,000,001 to \$5,000,000	\$30,000,000	\$40,000,000
\$100,000,000	\$5,000,001 to \$10,000,000	\$40,000,000	\$50,000,000

- a. If Sponsor provides Wrap insurance **per project**, the aggregate limit stated above does not apply.

- b. Completed operations and Products coverage will be maintained for a minimum of 10 years.

- C. **Automobile Liability Insurance**. Sponsor or Sponsor's Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

**\$1,000,000** (Primary and Excess)

- D. **Equipment**: Sponsor and or Sponsor's Contractor shall be solely responsible for its tools, equipment, supplies and materials on and off the jobsite, and shall require its subcontractors to be solely responsible for all maintenance, damage, destruction or theft of subcontractor's tools, equipment, supplies and materials on and off the jobsite until the work of this contract is completed, signed off and accepted by the District.

VI. **EACH such policy shall:**

- A. Be issued by insurance carriers that are:
  - 1. Licensed to transact insurance business in California; and / or
  - 2. Rated no less than **A, Class XI (11)** for Wrap coverage and **A-, Class VIII (8)** for Auto and Worker's Comp by the current A.M. Best Guide
- B. Captive and/or Risk Retention groups are not acceptable unless rated no less than **A, Class XI (11)** for Wrap coverage and **A-, Class VIII (8)** for Auto and Worker's Comp by the current A.M. Best Guide; and

VII. Non-admitted / Surplus Lines insurance carriers (carriers not license in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:

- A. Domiciled in the United States; and / or Listed as an approved insurance carrier on the California Department of Insurance L. E. S.L. I. List;
- B. Rated no less than **A, Class XI (11)** for Wrap coverage and **A-, Class VIII (8)** for Auto and Worker's Comp by the current AM Best Guide; and
- C. Risk Retention Groups and/or Captive Insurance carriers are NOT acceptable unless they can provide an AM Best rating that meets the District's policy

The District reserves the right to disqualify any **admitted** or non-admitted insured at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

VIII. **Additional Insured:** Name and list the District as an "Additional Named Insured" by utilizing endorsement from CG20 10 11/85 ed. or its equivalent (CG 2010 10/01ed with the CG 2037 10/01ed. for example) to include completed operation/product coverage. Endorsements to the insurance contracts are required to be submitted with the certificates of insurance.

- A. WRAP programs may include "Blanket Additional Insured endorsement" to the CGL policy under the WRAP policy provided it also provides the equivalent coverage of the Accord CG 20 10 11/85 endorsement.
- IX. Not to be cancelled reduced in coverage or limits, until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits as evidenced by receipt of a registered letter.
- X. Show evidence of renewal of an expiring policy in conformance with District Standards.



**IF SPONSOR IS UNABLE TO FULFILL THE INSURANCE REQUIREMENTS STIPULATED HEREIN, SPONSOR HAS THE OPTION, WITH THE PRIOR WRITTEN CONSENT OF DISTRICT, TO:**

(a) (i) Cause a financial institution ("Bank") located and doing business in the State of California and acceptable to the District, to issue and deliver to the District an irrevocable standby letter of credit in the sum of One Million Dollars (\$1,000,000.00) ("Letter of Credit"). The Letter of Credit shall be reasonably satisfactory to the District as to form and content. The Letter of Credit shall comply in all respects with District's policy or policies (collectively, "Policy") with respect to Letters of Credit on file at District's finance department, if any. In the event of a conflict between the provisions of this Section and the Policy, the Policy shall control. In the event the Sponsor fails to deliver to the District the Letter of Credit when required by the District, the Sponsor shall be required to provide to District all of the insurance required under this Exhibit L. The Letter of Credit shall provide that District shall have the absolute right to draw on the Letter of Credit upon notice to the Bank that there is a claim against the District under the indemnity set forth in the Agreement, or in the event the District determines that the insurance set forth in this Exhibit L would otherwise be applicable. The District, in its option, may draw all or a portion of the funds represented by the Letter of Credit. In the event the District draws on the Letter of Credit, the District shall deposit such sums in an account established by District and may be used by District to satisfy any obligations of Sponsor. If the Letter of Credit is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Letter of Credit have not then been met, the full amount of the Letter of Credit may be drawn by the District. The Letter of Credit, or a substitute letter of credit ("Substitute Letter of Credit"), shall be renewed not less than thirty (30) calendar days prior to the expiration of the Letter of Credit or the Substitute Letter of Credit then in effect. If the Letter of Credit or Substitute Letter of Credit is not renewed within thirty (30) days prior to its expiration date and the request for release or termination of the Letter of Credit or Substitute Letter of Credit has not then been met, the full amount of the Letter of Credit or Substitute Letter of Credit may be drawn by District and deposited in an account established by District and may be used as provided in this Section.

(ii) The District shall return the Letter of Credit or the Substitute Letter of Credit to the Sponsor three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement.

(b) (i) Cause a Bank located and doing business in the State of California and acceptable to the District, to issue and deliver to the District a Certificate of Deposit in the sum of One Million Dollars (\$1,000,000.00) ("Certificate of Deposit"). The Certificate of Deposit shall be reasonably satisfactory to the District as to form and content. The Certificate of Deposit shall comply in all respects with District's policy or policies (collectively, "Policy") with respect to Certificates of Deposit on file at District's finance department, if any. In the event of a conflict between the provisions of this Section and the Policy, the Policy shall control. In the event the Sponsor fails to deliver to the District the Certificate of Deposit when required by the District, the Sponsor shall be required to provide to the District all of the insurance required under this Exhibit L. The Certificate of Deposit shall provide that District shall have the absolute right to draw on the Certificate of Deposit at any time the District determines, in its sole and absolute discretion, there is a claim against the District under the indemnity set forth in the Agreement or in the event the District determines that the insurance set forth in this

Exhibit L would otherwise be applicable. The District, at its option, may draw all or a portion of the funds represented by the Certificate of Deposit. In the event the District draws on the Certificate of Deposit, the District shall deposit such sums in an account established by District and may be used by District to satisfy any obligations of Sponsor. The Certificate of Deposit shall provide that it will automatically renew through such period of time which is three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement. If the Bank does not allow for automatic renewal, Sponsor shall renew the Certificate of Deposit annually. If the Certificate of Deposit is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Certificate of Deposit have not then been met, the full amount of the Certificate of Deposit may be drawn by the District. The Certificate of Deposit, or a substitute certificate of deposit ("Substitute Certificate of Deposit"), shall be renewed not less than thirty (30) calendar days prior to the expiration of the Certificate of Deposit or the Substitute Certificate of Deposit then in effect. If the Certificate of Deposit or Substitute Certificate of Deposit is not renewed within thirty (30) days prior to its expiration date and the request for release or termination of the Certificate of Deposit or Substitute Certificate of Deposit has not then been met, the full amount of the Certificate of Deposit or Substitute Certificate of Deposit may be drawn by District and deposited in an account established by District and may be used as provided in this Section.

(ii) The District shall return the Certificate of Deposit or Substitute Certificate of Deposit to the Sponsor three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement.

NOT APPLICABLE

**REIMBURSEMENT WAIVER FORM**

For valuable consideration, receipt of which is hereby acknowledged, **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (Sponsor)** hereby waives his right to any reimbursements by District for any additional capacity (i.e., "oversizing"), for personal property as described and provided for in that certain Agreement, by and between Sponsor and District, dated \_\_\_\_\_, to which this Reimbursement Waiver Form is attached as Exhibit M.

Sponsor hereby acknowledges that the water and/or sewer facilities above described, will be personal property and therefore will not be built in full accord with provisions of the California Public Contracts Code. As such, District will, upon acceptance and conveyance of the water and/or sewer facilities above described, consider such facilities to be 100% contributed capital.

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_ 2011

SPONSOR  
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Notary Public in and for the State of California

\_\_\_\_\_  
(Print Name and Title)

Expiration Date \_\_\_\_\_

Dated: \_\_\_\_\_

## CUSTOMER BILLING INFORMATION

The following billing information must be filled out and returned with the signed agreement.

---

Company Name (as it will appear on billing statement)

---

Billing Street Number

---

Billing Street Name

---

Billing City

---

Billing State

---

Billing Zip

---

Contact First Name

---

Contact Last Name

---

( )

---

Ext.

---

Accounts Payable Phone Number

---

Project Name

---

Tract Number

---

Lot Number(s)

## CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

MEMORANDUM OF UNDERSTANDING  
FOR TEMPORARY WATER AND/OR SEWER SERVICE

This Memorandum of Understanding (MOU) is entered into by and between **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("Sponsor"). hereinafter referred to as "Sponsor" and Eastern Municipal Water District, a public agency, hereinafter referred to as "District".

1. On \_\_\_\_\_, 201\_\_, a Standard Water and/or Sewer Facilities Service Agreement was entered into between Sponsor and District setting forth financial and other arrangements associated with the subject facilities and the provision of service therethrough.

Paragraph 8 of the agreement provided for the execution of a Special Water and/or Sewer Interim Facilities Agreement to make service available prior to District's acceptance of said water and/or sewer facilities. This agreement serves that purpose with the following conditions:

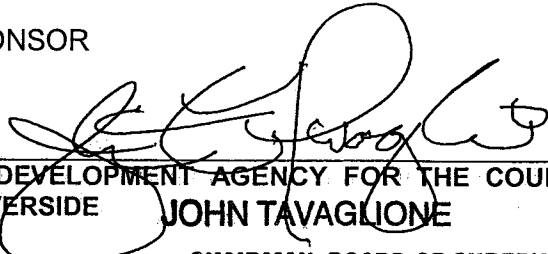
- a. District agrees to provide temporary water and/or sewer service to those units described on Exhibit "A," attached hereto and by this reference incorporated herein, upon receipt of written notice from Sponsor requesting such service. Notice shall be received by District no less than thirty (30) days prior to the need for temporary service by Sponsor;
  - b. District shall have no obligation to provide temporary water and/or sewer services to any other unit or any portion of the property described and/or depicted in the agreement, unless described in Exhibit "A." No course of dealing between Sponsor and District will operate as an implied or express right to receive temporary water and/or sewer service to any portion of Sponsor's property, except as set forth in a written instrument signed by both parties;
  - c. Sponsor shall remit a \$26 processing fee per addendum for Occupancy Release requests, subject to no less than four (4) lots per addendum; and
  - d. Sponsor, at its expense, shall make any repairs or alterations to facilities if they fail to meet District approved standards.
2. Paragraph 11 of Exhibit D to the Standard Water and/or Sewer Facilities Agreement states that upon completion of the water and/or sewer facilities by Sponsor and acceptance of ownership by District, the District will provide service through such facilities in accordance with District's applicable rules and regulations. All of the parties' rights and obligations herein shall cease and be of no further force or effect.
  3. District hereby agrees to provide interruptible domestic water service and/or sewer service pending Sponsor's completion of all facilities and acceptance of ownership by District as specified in the Standard Water and/or Sewer Facilities Agreement if the following conditions are met by Sponsor:
    - a. Hold Harmless. Sponsor hereby agrees to indemnify and hold District harmless from any and all claims for damage to property or injuries to persons arising by reason of or in any manner connected with the temporary operations covered by the Agreement and this MOU. Such indemnification shall include attorneys' fees and court costs; and

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- b. Insurance Policy. Sponsor shall continuously maintain in full force and effect during the term of this MOU, the policies and limits of insurance coverage as set forth in Exhibit L of the Standard Water and/or Sewer Facilities Service Agreement.
  - c. District Inspection/Acceptance. District's inspection personnel shall have authority to enforce District approved construction plans and specifications. Such authority shall include the authority to require Sponsor to make repairs or replace unacceptable materials during the period of temporary utility service. Final District acceptance shall follow District's final inspection and testing and completion of all improvements including other utilities, curbs and paving. District's inspection does not include inspection for compliance with safety requirements by Sponsor or its contractors or subcontractors. Any inspection completed by District shall be for its own benefit, and neither Sponsor nor any third party shall be entitled to rely thereon for any purpose.
4. It is understood and agreed by Sponsor that any changes to the terms and conditions of this MOU or the Agreement shall be in writing and signed by Sponsor and District and that District retains the right to terminate temporary utility service to or through Sponsor's facilities at any time as determined by District in accordance with applicable rules and regulations.
5. This MOU is of no effect until executed by both parties.
6. In the event suit is brought to enforce or interpret any part of the Agreement or this MOU, the prevailing party shall be entitled to recover costs and expenses of the action, including, without limitation:
- a. Attorneys' fees;
  - b. Direct general overhead and administrative costs incurred by said party in connection with the preparation for and/or participation in the action, including, but not limited to, assisting in investigations and discovery, participating in depositions and in any trial or similar proceeding, and the preparation of records, reports, diagrams, maps and other writings (as defined in Section 250 of the California Evidence Code);
  - c. Expert witness fees;
  - d. Transcript costs, court costs and other similar costs;
  - e. Consultant's fees;
  - f. Any other miscellaneous costs directly relating to the claim or action.

SPONSOR

EASTERN MUNICIPAL WATER DISTRICT

By:   
 REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
 JOHN TAVAGLIONE

By: \_\_\_\_\_  
 Alicia Arana, Development Coordinator

ATTEST: **CHAIRMAN, BOARD OF SUPERVISORS**  
 KEGIA HARPER-IHEM, Clerk

By:   
 DEPUTY

JAN 24 2012 4:13

LEGAL DESCRIPTION

PSN# 3357812 – MEAD VALLEY LIBRARY

Those portions of the South half of Section 10, Township 4 South, Range 4 West, San Bernardino Meridian, in the County of Riverside, State of California, shown as Lots 57 and 58 of a map of Glen Valley Farms Tract No. 3 filed in Book 15 Page 38 of Record of Surveys in the Office of the County Recorder of said County, except that portion of said Lot 58 lying Easterly of the following described line commencing at the Southwest corner of the Southeast quarter of said Section; thence North 0 degrees 01' 03" East, 1325.88 feet; thence North 89 degrees 15' 10 East, 497.25 feet to the true point of beginning; thence North 0 degrees 01' 58" West, 331.46 feet. Also except the West 30.00 feet of said Lot 57 as conveyed to the County of Riverside by Deed recorded September 15, 1953, as Instrument No. 44870 of Official Records.

**EXHIBIT A**

