

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

511 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
July 17, 2012

**SUBJECT:** Hemet MDP Line D  
Project No. 4-0-00211  
Cooperative Agreement  
3<sup>rd</sup> District/3<sup>rd</sup> District

**RECOMMENDED MOTION:**

Approve the Cooperative Agreement between the District and the City of Hemet (City); and authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

The Agreement sets forth the terms and conditions by which the City will design and construct certain flood control facilities within District held easements. Said facilities are to be constructed by the City and inspected by the District and City and subsequently operated and maintained by the District.

Continued on Page 2

KEC:bjj

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

|                       |                             |     |                         |     |
|-----------------------|-----------------------------|-----|-------------------------|-----|
| <b>FINANCIAL DATA</b> | Current F.Y. District Cost: | N/A | In Current Year Budget: | N/A |
|                       | Current F.Y. County Cost:   | N/A | Budget Adjustment:      | N/A |
|                       | Net District Cost:          | N/A | For Fiscal Year:        | N/A |

**SOURCE OF FUNDS:**

|                                  |                          |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote                | <input type="checkbox"/> |

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

**APPROVE**

BY:   
**Michael R. Shetler**

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

**Ayes:** Buster, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione and Stone  
**Date:** July 17, 2012  
**xc:** Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 11/25/08, Item No. 11.2 | District: 3<sup>rd</sup>/3<sup>rd</sup> | Agenda Number:

**11.8**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS  
DATE: 7/17/12

Departmental Concurrence

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

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** Hemet MDP Line D  
Project No. 4-0-00211  
Cooperative Agreement  
3<sup>rd</sup> District/3<sup>rd</sup> District

**SUBMITTAL DATE:** July 17, 2012

**Page 2**

**BACKGROUND:**

This Agreement is also necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the referenced facilities.

County Counsel has approved the Agreement as to legal form and the City has executed the Agreement.

**FINANCIAL INFORMATION:**

The City is funding all design and construction costs. Future operation and maintenance costs will accrue to the District.

KEC:blj

COOPERATIVE AGREEMENT  
HEMET MDP LINE D  
(Project No. 4-0-00211)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CITY OF HEMET, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT and CITY previously entered into that certain agreement entitled "Agreement For the Sale of Real Property and Reservation of Easement" executed on July 19, 2011, hereinafter called "SALE AND RESERVATION OF EASEMENT AGREEMENT", which set forth the terms and conditions under which DISTRICT will convey to CITY in fee simple title a portion of DISTRICT'S existing Hemet Master Drainage Plan Line D right-of-way as further described in Exhibit "A", attached hereto and made a part hereof; and

B. The purpose of the SALE AND RESERVATION OF EASEMENT AGREEMENT is to facilitate CITY'S construction of certain underground storm drain system to replace DISTRICT'S existing concrete-lined trapezoidal channel. Construction of certain underground storm drain system is necessary to accommodate the CITY'S future expansion of Stetson Avenue west of Sanderson Avenue and the expansion of parking and landscaping on the adjacent parcel owned by CITY. The SALE AND RESERVATION OF EASEMENT AGREEMENT contains provisions that include, but are not limited to, (i) reservation of a certain easement for flood control purposes, hereinafter called "DISTRICT EASEMENT", and (ii) execution of this cooperative agreement between DISTRICT and CITY; and

C. The Hemet Master Drainage Plan Line D facility currently consists of approximately 1,070 lineal feet of existing concrete trapezoidal channel located within DISTRICT EASEMENT. CITY proposes to convert the trapezoidal channel to a double

JUL 17 2012 11.9

1 reinforced concrete box culvert as shown in concept in red on Exhibit "B", hereinafter called  
2 "LINE D", attached hereto and made a part hereof. At both the upstream and downstream  
3 terminus, LINE D connects to existing DISTRICT maintained facilities, hereinafter called  
4 "EXISTING STORM DRAIN"; and

5 D. Associated with the construction of LINE D is the construction of certain  
6 catch basins, connector pipes and laterals hereinafter called "APPURTENANCES"; and

7 E. In conjunction with the planned expansion of its infrastructure facilities,  
8 CITY proposes to construct certain parking and landscape features over DISTRICT  
9 EASEMENT configured so as not to impede upon DISTRICT'S ability to operate and maintain  
10 LINE D or restrict DISTRICT'S ingress, egress, or access to LINE D. The above parking and  
11 landscape features of construction, hereinafter altogether called "SURFACE FEATURES", are  
12 located adjacent to and over DISTRICT EASEMENTS. Together LINE D,  
13 APPURTENANCES and SURFACE FEATURES are hereinafter called "PROJECT"; and

14 F. CITY desires DISTRICT to ultimately accept ownership and  
15 responsibility for operation and maintenance of LINE D, therefore, DISTRICT must review and  
16 approve CITY'S plans and specifications for PROJECT and subsequently inspect the  
17 construction of LINE D; and

18 G. DISTRICT desires CITY to accept ownership and sole responsibility for  
19 APPURTENANCES and SURFACE FEATURES. Additionally, it is mutually understood and  
20 agreed that CITY shall assume ownership and sole responsibility for the operation and  
21 maintenance of PROJECT until such time as LINE D is accepted by DISTRICT as set forth  
22 herein; and

23 H. DISTRICT and CITY acknowledge it is in the best interest of the public  
24 to proceed with the construction of PROJECT at the earliest possible date.  
25  
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NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act (CEQA), assume sole lead agency role and responsibility for preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prepare or cause to be prepared at its sole cost and expense, plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with CITY and DISTRICT standards.

3. Continue to pay or cause to be paid to DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS, review and approval of right of way and conveyance documents, and with the processing and administration of this Agreement.

4. Deposit or cause to be deposited with DISTRICT (Attention: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.15. herein, the estimated cost of providing construction inspection for LINE D, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the estimated bonded value of LINE D.

5. Obtain at its sole cost and expense, all necessary licenses, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be necessary to construct, operate and maintain PROJECT.

1           6.     Secure, at its sole cost and expense, all necessary permits, approvals,  
2 licenses or agreements required by any Federal, State or local resource or regulatory agencies  
3 pertaining to the construction, operation and maintenance of PROJECT. Such documents,  
4 hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section  
5 404 permit issued by U.S. Army Corps Of Engineers, a Section 401 Water Quality Certification  
6 issued by the California Regional Water Quality Control Board (CRWQCB), a Section 1602  
7 Streambed Alteration Agreement issued by the California Department of Fish and Game and  
8 National Pollutant Discharge Elimination System Permits issued by the State Water Resources  
9 Control Board or CRWQCB.

10           7.     Prior to commencement of PROJECT construction, provide DISTRICT  
11 with an opportunity to review and approve all REGULATORY PERMITS.

12           8.     Prior to commencement of PROJECT construction, provide DISTRICT  
13 with an opportunity to review and approve IMPROVEMENT PLANS.

14           9.     Grant DISTRICT, by execution of this Agreement, the right to enter upon  
15 property owned or controlled by CITY where necessary and convenient for the purpose of  
16 gaining access to, and performing inspection service for, the construction of LINE D as set forth  
17 herein.  
18

19           10.    Not permit any change to, or modification of, the DISTRICT approved  
20 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.  
21

22           11.    Construct or cause to be constructed PROJECT, pursuant to a CITY  
23 administered construction contract, in accordance with IMPROVEMENT PLANS approved by  
24 CITY and DISTRICT, and pay all costs associated therewith.  
25

26           12.    Furnish or cause its construction manager to furnish, all construction  
27 survey and materials testing services necessary to construct PROJECT.  
28

1           13.    Inspect PROJECT construction or cause PROJECT'S construction to be  
2 inspected by its construction manager.

3           14.    Prior to commencing LINE D construction, furnish DISTRICT with the  
4 final mylar IMPROVEMENT PLANS and assign their ownership to DISTRICT.

5           15.    Prior to commencing PROJECT construction, schedule and conduct a  
6 mandatory pre-construction meeting between CITY, CITY'S construction manager, CITY'S  
7 construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT  
8 (Attention: Construction Inspection) in writing at least twenty (20) days prior to conducting the  
9 pre-construction meeting. Construction shall not begin on any element of LINE D, for any  
10 reason whatsoever, until DISTRICT has issued to CITY a written Notice to Proceed authorizing  
11 CITY to commence construction of LINE D.  
12

13           16.    Provide DISTRICT, as part of CITY'S written notice to DISTRICT of the  
14 pre-construction meeting as set forth in Section I.15., with copies of CITY'S Notice(s) of  
15 Acceptance of faithful performance and payment bonds provided by CITY's contractor(s), the  
16 faithful performance bond being in the amount of one hundred percent (100%) of the estimated  
17 cost for construction of LINE D as determined by DISTRICT and the material and labor  
18 payment bond being in the amount of fifty percent (50%) of the estimated cost for construction  
19 of LINE D as determined by DISTRICT. The surety, amount and form of the bonds shall be  
20 subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect  
21 until LINE D is accepted by DISTRICT as complete; at which time the faithful performance  
22 bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against  
23 any defective work, labor or materials.  
24

25           17.    During the term of construction of PROJECT, provide and maintain or  
26 require its construction contractor(s) to provide and maintain comprehensive liability insurance  
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1 which shall protect DISTRICT and County of Riverside from claims for damages for personal  
2 injury, including accidental and wrongful death, as well as from claims for property damage,  
3 which may arise from construction of PROJECT or the performance of its obligations  
4 hereunder, whether such construction or performance be by CITY, the aforementioned  
5 construction contractor(s), or any subcontractors to said construction contractor(s), or by anyone  
6 employed directly or indirectly by said construction contractor(s) or subcontractors. Such  
7 insurance shall provide for coverage limits of not less than two million dollars (\$2,000,000) per  
8 occurrence and shall name DISTRICT and County of Riverside as additional insureds with  
9 respect to this Agreement and the obligations of CITY hereunder. CITY shall also provide or  
10 require its contractor(s) to provide Workers' Compensation Insurance or a State-approved Self-  
11 Insurance Program in an amount and form to meet all applicable requirements of the Labor code  
12 of the State of California, including Employer's Liability with one million dollar (\$1,000,000)  
13 limits, covering all persons providing services on behalf of PROJECT and all risks to such  
14 persons under this Agreement. Contractor shall require the insurance carriers of the above  
15 required coverages to waive all rights of subrogation against DISTRICT, County of Riverside  
16 and CITY. Said insurance coverage shall be provided by an insurance company licensed to  
17 transact insurance business in the State of California and shall be evidenced by a certificate (or  
18 certificates) of insurance indicating that the insurance is in full force and effect and that  
19 DISTRICT and County of Riverside are named as additional insureds. Said certificate(s) of  
20 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written  
21 notice shall be provided to CITY and DISTRICT prior to any modification, cancellation, or  
22 reduction in coverage of said insurance.  
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1 Prior to CITY issuing a Notice to Proceed to its construction contractor(s)  
2 to begin construction of PROJECT, an original certificate of insurance evidencing the required  
3 insurance coverage shall be provided to DISTRICT.

4 18. Require its construction contractor(s) to comply with all Cal/OSHA  
5 safety regulations, including regulations concerning confined space and maintain a safe working  
6 environment for all CITY and DISTRICT employees on the site.

7 19. Furnish DISTRICT (Attention: Contract Administration Section) with a  
8 CITY approved confined space procedure specific to PROJECT. The procedure shall comply  
9 with requirements contained in California Code of Regulations, Title 8, Section 5158, Other  
10 Confined Space Operations, Section 5157, Permit Required Confined Space and District  
11 confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by  
12 DISTRICT prior to start of construction.  
13

14 20. Grant DISTRICT, by execution of this Agreement, the right to inspect,  
15 operate and maintain LINE D within CITY rights of way.

16 21. Ensure that all work performed pursuant to this Agreement by CITY, its  
17 agents or contractors is done in accordance with all applicable laws and regulations, including  
18 but not limited to all applicable provisions of the Public Contract Code, Labor Code, Business  
19 and Professions Code, and Water Code. CITY shall be solely responsible for all costs  
20 associated with compliance with applicable laws and regulations.  
21

22 22. Assume sole responsibility for the construction, operation and maintenance  
23 of SURFACE FEATURES, including all necessary modifications or corrections as deemed  
24 necessary by DISTRICT for the continuing function, reconstruction, repair or operation and  
25 maintenance of LINE D.  
26  
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1           23. Assume sole responsibility for the temporary removal and subsequent  
2 replacement of SURFACE FEATURES, when, in the exercise of DISTRICT'S sole discretion,  
3 such removal is deemed necessary by DISTRICT to ensure the proper maintenance, operation  
4 and function of LINE D.

5           24. Upon completion of PROJECT construction but prior to DISTRICT'S  
6 acceptance of LINE D for ownership, operation and maintenance, provide DISTRICT with  
7 appropriate engineering documentation necessary to establish that LINE D was constructed in  
8 accordance with CITY and DISTRICT approved IMPROVEMENT PLANS.

9           25. Within two weeks of completing PROJECT construction, provide  
10 DISTRICT with written notice (Attention: Contract Administration Section) that LINE D  
11 construction is substantially complete and requesting that DISTRICT conduct a final inspection  
12 of LINE D.

13           26. Upon completion of PROJECT construction, but prior to DISTRICT  
14 acceptance of LINE D for ownership, operation and maintenance, provide or cause its civil  
15 engineer of record or construction civil engineer of record, duly registered in the State of  
16 California, to provide DISTRICT a redlined "RECORD DRAWINGS" copy of  
17 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "RECORD  
18 DRAWINGS", CITY'S engineer shall schedule with DISTRICT a time to transfer the redlined  
19 changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall  
20 review, stamp and sign IMPROVEMENTS PLANS "RECORD DRAWINGS".  
21

22           27. Accept ownership and sole responsibility for the operation and  
23 maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility  
24 for the operation and maintenance of LINE D as set forth herein.  
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1 injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature  
2 whatsoever.

3 5. Any notices sent or required to be sent to either party shall be mailed to the  
4 following addresses:

|   |                       |
|---|-----------------------|
| 5 RIVERSIDE COUNTY FLOOD CONTROL        | CITY OF HEMET         |
| 6 AND WATER CONSERVATION DISTRICT       | 445 E. Florida Avenue |
| 7 1995 Market Street                    | Hemet, CA 92543       |
| Riverside, CA 92501                     | Attn: John Jansons    |
| 8 Attn: Contract Administration Section |                       |

9 6. If any provision of this Agreement is held by a court of competent  
10 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless  
11 continue in full force without being impaired or invalidated in any way.

12 7. This Agreement is to be construed in accordance with the laws of the State  
13 of California.

14 8. This Agreement is the result of negotiations between the parties hereto and  
15 with the advice and assistance of their respective counsel. No provision contained herein shall  
16 be construed against DISTRICT solely because, as a matter of convenience, it prepared this  
17 Agreement in final form.

18 9. Any waiver by DISTRICT or CITY of any breach by the other of any one  
19 or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent  
20 or other breach of the same or of any other term thereof. Failure on the part of DISTRICT or  
21 CITY to require from the other exact, full and complete compliance with any terms of this  
22 Agreement shall not be construed as in any manner changing the terms hereof, or estopping  
23 DISTRICT or CITY from enforcement hereof.

24 10. This Agreement is intended by the parties hereto as their final expression  
25 with respect to the matters herein, and is a complete and exclusive statement of the terms and  
26  
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1 conditions thereof. This Agreement shall not be changed or modified except by the written  
2 consent of both parties hereto.

3 11. DISTRICT and CITY each pledge to cooperate in regard to the operation  
4 and maintenance of their respective facilities as set forth herein and to discharge their respective  
5 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any  
6 nuisance condition or undue maintenance impact upon the other's facilities.

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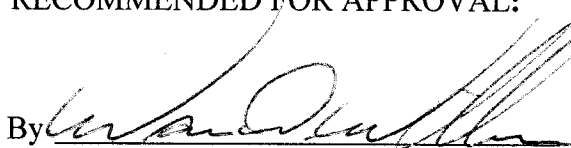
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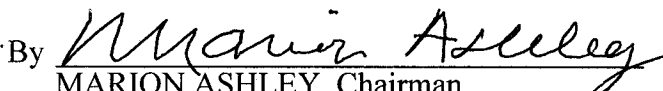
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

JUL 17 2012

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water Conservation District Board of Supervisors

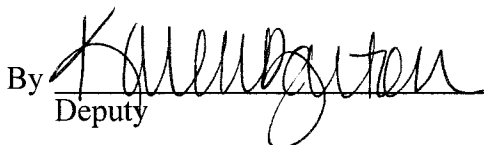
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL KIPNIS  
Deputy County Counsel

By   
Deputy

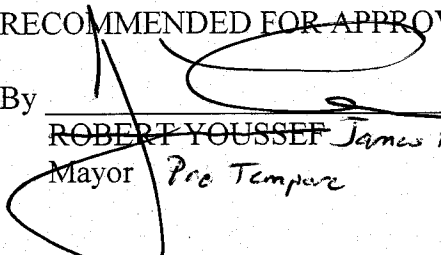
(SEAL)


Cooperative Agreement: Hemet MDP- Line D  
6/27/2012  
KEC:blj

JUL 17 2012 11.8

RECOMMENDED FOR APPROVAL:

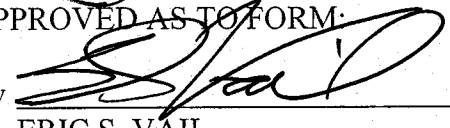
CITY OF HEMET

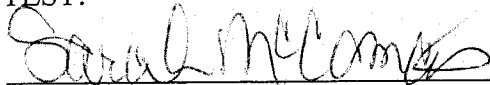
By   
ROBERT YOUSSEF *James Foreman*  
Mayor *Pro Tempore*

By   
BRIAN NAKAMURA  
City Manager

APPROVED AS TO FORM:

ATTEST:

By   
ERIC S. VAIL  
City Attorney

By   
SARAH McCOMAS  
City Clerk

(SEAL)

Cooperative Agreement: Hemet MDP-Line D  
KEC:blj



EXHIBIT A

CITY OF HEMET

STETSON CROSSING

R.C.F.C. & W.C.D. RIGHT-OF-WAY ACQUISITION

That portion of Section 17, Township 5 South, Range 1 West, San Bernardino Base and Meridian in the City of Hemet, County of Riverside, State of California, described as follows:

COMMENCING at the Southwest corner of said Section 17, as said Southwest corner is shown on Record of Survey on file in Book 53, Page 15, Records of Riverside County, California;

THENCE South  $89^{\circ} 04' 36''$  East along the South line of said Section 17, a distance of 1622.27 feet to an intersection with the Southerly prolongation of the West line of Parcel 2 of Parcel Map 4643 as shown by Map on file in Book 7 of Parcel Maps, Page 19, Riverside County Records;

THENCE North  $00^{\circ} 41' 30''$  East, parallel with the West line of said Section 17 and along said Southerly prolongation, a distance of 44.00 feet to the North line of Stetson Avenue and the TRUE POINT OF BEGINNING;

THENCE CONTINUING North  $00^{\circ} 41' 30''$  East along said prolongation, a distance of 55.00 feet;

THENCE South  $89^{\circ} 04' 36''$  East, parallel with the South line of said Section 17, a distance of 978.96 feet to an intersection with a line that is parallel with and 50.00 feet West of the centerline of Sanderson Avenue;

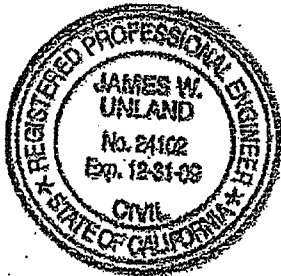
EXHIBIT A

THENCE South  $00^{\circ} 51' 46''$  West along said parallel line, a distance of 32.00 feet;

THENCE South  $45^{\circ} 53' 41''$  West, a distance of 32.51 feet to an intersection with a line that is parallel with and 44.00 feet North of said South line of Section 17, being also the North line of said Stetson Avenue;

THENCE North  $89^{\circ} 04' 36''$  West along said parallel line and said North line, a distance of 955.79 feet to the TRUE POINT OF BEGINNING.



CONTAINING 53,574 square feet (1.23 acres), more or less.



A handwritten signature in black ink, appearing to read "James W. Unland", written over a horizontal line.

Date: 7/1/08

**LEGEND:**

-  BOUNDARY LINE
-  PROPERTY TO BE PURCHASED

**AREA:**

53,574 S.F.  
1.23 ACRES

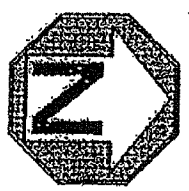
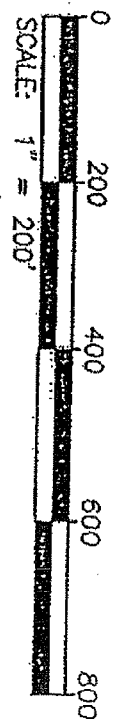
**APN:**

456-050-023

PTN. PCL. 1

P.M. 7/19

PTN. PCL. 2



CAWSTON AVENUE  
N00°41'30"E

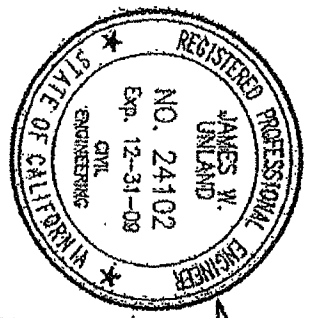
P.O.C.

T.P.O.B.

P.M. 206/18-19

STETSON AVENUE

SANDERSON AVENUE



**JAMES W. UNLAND & ASSOCIATES**  
CIVIL ENGINEERS  
3550 E. Florida Ave. Suite 6  
Hemet, California 92344  
951/892-5575, FAX 951/925-6490

CITY OF HEMET  
STETSON CROSSING  
PLAT MAP

R.C.F.C. & W.C.D. R/W ACQUISITION  
SCALE: 1" = 200' DATE: 7/1/08

M-1-5384

C:\MARCIA\C83-07-005A\DWG\BOXCULVERT\PLAT-01.DWG

EXHIBIT B

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Linda Krupa

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** Hemet **Zip:** \_\_\_\_\_

**Phone #:** 951-378-1512

**Date:** 7-17-12 **Agenda #** 11.8

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**  
 **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**  
*Positioned*

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_