

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



ITEM: 11.2
(ID # 12575)

MEETING DATE:
Tuesday, October 06, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Amended and Restated Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Hemet and the City of San Jacinto for San Jacinto Master Drainage Plan Line E-2, Stage 1 and San Jacinto Master Drainage Plan Line E-2A, Stage 1 (MS 152), Project Nos. 4-0-00251 and 4-0-00252, CEQA Exempt, District 3. [Not to exceed \$4,851,300 – District Zone 4 Funds – 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this Amended and Restated Cooperative Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines;
2. Approve the Amended and Restated Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of San Jacinto (San Jacinto) and the City of Hemet (Hemet);
3. Authorize the Chairwoman to execute the Amended and Restated Cooperative Agreement on behalf of the District; and
4. Direct the Clerk of the Board to return three (3) copies of the executed Amended and Restated Cooperative Agreement to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 9/24/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 06, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board
By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$4,851,300	\$ 0	\$4,851,300	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25140-947460-536200 (Zone 4 Contribution to Non-County Agency – 97%) 25140 947460 523220 Zone 4 License and Permits – 3%			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 29, 2017 (MT Item No. 5132, Agenda Item No. 11.8), the Board of Supervisors approved the Cooperative Agreement between the District and the Cities of Hemet and San Jacinto, which set forth the terms and conditions by which the District would contribute funding to San Jacinto for the design and construction of San Jacinto Master Drainage Plan (MDP) Line E-2, Stage 1 and San Jacinto MDP Line E-2A, Stage 1 as part of a San Jacinto administered public works construction contract. Pursuant to the original Cooperative Agreement, the District would contribute a not to exceed amount of One Million Five Hundred Seventy Thousand Dollars (\$1,570,000) for the design and construction of said facilities. However, in collaborations between the District, San Jacinto and Hemet, the District agreed to contribute an additional amount of Three Million One Hundred Forty Thousand Dollars (\$3,140,000) toward the construction of the facilities. The additional funding allocation will be shifted from funds in the District's 5-Year Capital Improvement Plan (CIP) allocated to the proposed San Jacinto Valley MDP Line G-3 and the Little Lake MDP Line B, Stage 2 facilities.

This Amended and Restated Cooperative Agreement supersedes the previous Cooperative Agreement in its entirety and sets forth the terms and conditions by which the District will contribute a total amount not to exceed Four Million Seven Hundred Ten Thousand Dollars (\$4,710,000) to support San Jacinto's efforts to construct the San Jacinto MDP Line E-2, Stage 1 and San Jacinto MDP Line E-2A, Stage 1 facilities. The Amended and Restated Cooperative Agreement is also necessary for the Cities of Hemet and San Jacinto to grant the District the necessary rights to access, inspect, operate and maintain the project within their respective rights of way.

Upon completion of project construction, the District will assume ownership and responsibility of the operation and maintenance of the mainline storm drain systems greater than 36 inches. The City of Hemet will assume ownership and responsibility of the project's associated appurtenances located within its respective rights of way. The City of San Jacinto will assume ownership and responsibility of the operation and maintenance of the project's associated appurtenances located within its respective rights of way.

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County Counsel has approved the Amended and Restated Cooperative Agreement as to legal form. The City of Hemet and the City of San Jacinto have executed the Amended and Restated Cooperative Agreement.

Environmental Findings

Pursuant to CEQA, the project was reviewed and determined to be categorically exempt from CEQA pursuant to State Guidelines Sections 15061(b)(1) or (b)(3). The Amended and Restated Agreement is between public agencies to provide funding, rights and responsibilities for the San Jacinto MDP Line E-2, Stage 1 and San Jacinto MDP Line E-2A, Stage 1 project. The District will contribute funding to the City of San Jacinto for the design and construction of as part of the City of San Jacinto's administered public works construction contract. The District will also assume ownership and responsibility of the operation and maintenance of the mainline storm drain systems greater than 36 inches upon completion of the projects construction. The City of San Jacinto will act as Lead Agency, and obtain the necessary approvals and agreements pertaining to the construction, operation and maintenance of the future project. The City of San Jacinto will also assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of the future project. Therefore, nothing further is required.

Prev. Agn. Ref.: MT 5132, 11.08 of 08.29.17

Impact on Residents and Businesses

The District's financial contribution toward the project is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon construction completion, this project will provide drainage improvements for adjacent property owners and businesses in the area.

Additional Fiscal Information

Project Funding Summary

\$ 4,710,000	Maximum District Contribution
\$ 141,300	Multiple Species Habitat Conservation Plan Mitigation Fee – 3%
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\$ 4,851,300	Total Estimated Project Cost

In the original Cooperative Agreement approved by the Board of Supervisors in 2017, the District was to contribute an amount not to exceed \$1,570,000 to San Jacinto for the design and construction of the San Jacinto MDP Line E-2, Stage 1 and San Jacinto MDP Line E-2A, Stage 1 facilities. Under this Amended and Restated Cooperative Agreement, the District is providing up to \$4,710,000 in funding to toward the project's construction.

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Sufficient funding is included in the District's Zone 4 budget for FY 2019-20 and will be included in the proposed budget in future years as appropriate and necessary. Future operation and maintenance costs associated with the mainline storm drain that is greater than 36 inches in diameter will accrue to the District.

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities in cooperation with and on behalf of the City. The MSHCP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP. The City is the Lead Agency and the MSHCP permittee responsible for compliance with the applicable MSHCP requirements.

ATTACHMENTS:

1. Vicinity Map
2. Amended and Restated Cooperative Agreement

AMR:blm
P8/231213

 _____ Jason Farin, Principal Management Analyst	9/29/2020	 _____ Gregory L. Priamos, Director County Counsel	9/24/2020
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AMENDED AND RESTATED COOPERATIVE AGREEMENT
 San Jacinto Master Drainage Plan Line E-2, Stage 1
 San Jacinto Master Drainage Plan Line E-2A, Stage 1
 Project Nos. 4-0-00251 and 4-0-00252
 (MS 152)

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Hemet, a municipal corporation ("HEMET") and the City of San Jacinto, a municipal corporation ("SAN JACINTO"), hereby agree as follows:

RECITALS

A. On August 29, 2017 [MT Item No. 5132, DISTRICT's Board Agenda Item No. 11.8], DISTRICT, HEMET and SAN JACINTO entered into a Cooperative Agreement ("PREVIOUS AGREEMENT"), which set forth the terms and conditions under which DISTRICT, HEMET and SAN JACINTO will contribute funding to design and construct the San Jacinto Master Drainage Plan Line E-2, Stage 1 ("LINE E-2") and San Jacinto Master Drainage Plan Line E-2A, Stage 1 ("LINE E-2A") storm drain systems; and

B. Pursuant to PREVIOUS AGREEMENT, DISTRICT, HEMET and SAN JACINTO desired to contribute an amount not to exceed one million five hundred seventy thousand dollars (\$1,570,000) towards LINE E-2 and LINE E-2A design and construction costs, respectively; and

C. Subsequent to the execution of PREVIOUS AGREEMENT:

(i) SAN JACINTO requested DISTRICT to use the unexpended balance from the proposed San Jacinto River, Stage 4 (Project No. 4-0-0-00020) facility, to cover its portion of the financial contribution towards LINE E-2 and LINE E-2A; and

(ii) HEMET requested DISTRICT to use the unexpended balance from the proposed Little Lake Master Drainage Plan Line B, Stage 2 (Project No. 4-0-0-00265) facility, to cover its portion of the financial contribution towards LINE E-2 and LINE E-2A; and

D. DISTRICT has allocated and appropriated the funds to ensure the construction of the LINE E-2 and LINE E-2A storm drain system; and

E. DISTRICT is willing to contribute an additional amount not to exceed Three Million One Hundred Forty Thousand Dollars (\$3,140,000) on behalf of SAN JACINTO and HEMET from these reallocated funds for LINE E-2 and LINE E-2A, hereinafter called "ALLOCATED CONTRIBUTION", as set forth herein; and

F. DISTRICT, HEMET and SAN JACINTO now wish to amend and restate their respective understandings, roles and responsibilities pertaining to the project as set forth herein. Furthermore, DISTRICT, HEMET and SAN JACINTO mutually agree that the provisions of this Agreement shall supersede all provisions of PREVIOUS AGREEMENT; and

G. LINE E-2 consists of approximately 7,300 lineal feet of underground storm drain system, hereinafter called "DISTRICT DRAINAGE FACILITY", as shown on DISTRICT's Drawing No. 4-1082 and in concept on Exhibit "A" attached hereto and made a part hereof. At its upstream terminus, DISTRICT DRAINAGE FACILITY will connect to DISTRICT's existing San Jacinto Master Drainage Plan – Line E facility; and

H. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of certain catch basins, inlets, laterals and connector pipes that are thirty-six inches (36") or less in diameter located within HEMET jurisdiction or rights of way ("HEMET APPURTENANCES"); and

I. Also associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of catch basins, inlets, laterals and connector pipes that are thirty-six inches (36") or less in diameter located within SAN JACINTO jurisdiction or rights of way ("SAN JACINTO APPURTENANCES"); and

J. Altogether, DISTRICT DRAINAGE FACILITY, HEMET APPURTENANCES and SAN JACINTO APPURTENANCES are hereinafter called "PROJECT"; and

K. DISTRICT, HEMET and SAN JACINTO wish to work collaboratively to expedite PROJECT, therefore desire to have SAN JACINTO take the lead role in administering the PROJECT; and

L. Subject to the not to exceed amount of Four Million Seven Hundred Ten Thousand Dollars, DISTRICT's contributions shall be as follows:

- i. One hundred percent (100%) of the ALLOCATED CONTRIBUTION, on behalf of SAN JACINTO and HEMET to construct PROJECT, provided that the ALLOCATED CONTRIBUTION does not exceed a total sum of Three Million One Hundred Forty Thousand Dollars (\$3,140,000);
- ii. DISTRICT wishes to support SAN JACINTO's efforts to construct PROJECT by providing a financial contribution in an amount not to exceed One Million Five Hundred Seventy Thousand Dollars (\$1,570,000) towards the PROJECT's construction costs ("DISTRICT CONTRIBUTION"). ALLOCATED CONTRIBUTION and DISTRICT CONTRIBUTION are hereinafter called "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Four Million Seven Hundred Ten Thousand dollars (\$4,710,000), as set forth herein; and

M. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT, HEMET and SAN JACINTO with respect to funding, design, construction, inspection, ownership operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

SAN JACINTO shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume 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, the necessary plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and HEMET standards, and submit to DISTRICT (Attention: Special Projects Section) and HEMET (Attention: City Engineer) for their review and approval prior to advertising PROJECT for construction bids.

3. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include, but are not limited to, a Section 404 Permit issued by the U.S. Army Corps of Engineers (USACOE), a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control

Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

4. Obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be needed to construct, operate and maintain PROJECT.

5. Prior to advertising PROJECT for construction, provide DISTRICT an opportunity to review and make a determination on all REGULATORY PERMITS and rights of way documents. The REGULATORY PERMITS or rights of way documents shall not unreasonably constrain, inhibit or impair DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITY.

6. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT.

7. Advertise, award and administer a public works construction contract for PROJECT at its sole cost and expense.

8. Provide DISTRICT (Attention: Special Projects Section) and HEMET (Attention: City Engineer) with written notice that SAN JACINTO has awarded a construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth herein the lowest responsible bid contract amount.

9. Invoice DISTRICT (Attn: Chief of Planning Division) for DISTRICT TOTAL CONTRIBUTION at the time of providing written notice of the award of a construction contract as set forth in Section I.8, subject to and provided that DISTRICT TOTAL CONTRIBUTION shall not exceed the total sum of Four Million Seven Hundred Ten Thousand Dollars (\$4,710,000).

10. Assign or caused to be assigned ownership of PROJECT plans to DISTRICT.
11. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between SAN JACINTO, SAN JACINTO's construction manager, SAN JACINTO's construction contractor(s), DISTRICT, HEMET and other affected entities. SAN JACINTO shall notify DISTRICT (Attention: Construction Management Section) and HEMET (Attention: City Engineer) in writing at least twenty (20) days prior to conducting the pre-construction meeting.
12. Furnish DISTRICT and HEMET, at the time of providing written notice of intent to start construction as set forth in Section I.8, with a construction schedule which shall show the order and dates in which SAN JACINTO or SAN JACINTO's contractor proposes to carry on the various parts of work, including estimated start and completion dates.
13. Construct or cause to be constructed, PROJECT pursuant to a SAN JACINTO administered construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT, HEMET and SAN JACINTO and pay all costs associated therewith.
14. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, and pay all costs associated therewith.
15. Furnish or cause its construction manager to furnish all construction survey and materials testing services necessary to ensure PROJECT construction is accomplished in accordance with the DISTRICT, HEMET and SAN JACINTO approved IMPROVEMENT PLANS.
16. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by SAN JACINTO where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of PROJECT.

17. Relocate or cause to be relocated, at its sole cost and expense, all conflicting SAN JACINTO owned utilities. SAN JACINTO shall also order the relocation of all other utilities installed by permit or franchise within SAN JACINTO rights of way which conflict with the construction of PROJECT and which could be relocated at the utility company's expense.

18. Not permit any change to or modification of DISTRICT, HEMET and SAN JACINTO approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without the prior written permission and consent of DISTRICT and HEMET. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT and/or HEMET, in their sole discretion, to provide written notice to SAN JACINTO that DISTRICT and/or HEMET is unable to 1) perform its obligations hereunder and/or 2) to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITY or HEMET APPURTENANCES due, either in whole or in part, to said breach of this Agreement.

19. Procure or caused to be procured insurance coverages during the term of this Agreement. SAN JACINTO shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to SAN JACINTO issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in EXHIBIT "B" of this Agreement.

20. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all for all SAN JACINTO, DISTRICT and HEMET employees on the site.

21. Require its construction contractor(s) to furnish DISTRICT (Attention: Construction Management Section) with a confined space procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT no less than twenty (20) days prior to requesting that DISTRICT perform a final inspection for acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT prior to conducting the final inspection.

22. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and HEMET (Attention: City Engineer) with written notice that PROJECT construction is substantially complete and request that DISTRICT and HEMET conduct a final inspection of DISTRICT DRAINAGE FACILITY and HEMET APPURTENANCES, respectively.

23. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT and HEMET inspection of PROJECT in accordance with Sections II.9 and III.8, (ii) DISTRICT and HEMET acceptance of PROJECT construction as being complete, (iii) DISTRICT acceptance of DISTRICT DRAINAGE FACILITY construction as being complete, (iv) HEMET acceptance of HEMET APPURTENANCES construction as being complete, (v) DISTRICT and HEMET receipt of stamped and signed record drawings of PROJECT plans as set forth in Sections I.26 and I.27, respectively.

24. Upon completion of PROJECT construction, provide DISTRICT and HEMET with a copy of SAN JACINTO's Notice of Completion.

25. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and maintenance, provide DISTRICT with appropriate engineering documentation necessary to establish that DISTRICT DRAINAGE FACILITY was constructed in accordance with the approved IMPROVEMENT PLANS. Upon completion of PROJECT construction but prior to HEMET's acceptance of HEMET APPURTENANCES for ownership, operation and maintenance, provide HEMET with appropriate engineering documentation necessary to establish that HEMET APPURTENANCES were constructed in accordance with the approved IMPROVEMENT PLANS.

26. Upon completion of construction of PROJECT but prior to DISTRICT's acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and maintenance, SAN JACINTO's civil engineer of record or construction civil engineer of record duly registered in the State of California shall provide DISTRICT with redlined "record drawing" plans for IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing", SAN JACINTO's engineer shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawing".

27. Upon completion of construction of PROJECT but prior to HEMET's acceptance of HEMET APPURTENANCES for ownership, operation and maintenance, SAN JACINTO's civil engineer of record or construction civil engineer of record duly registered in the State of California shall provide HEMET with redlined "record drawing" plans for IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing", SAN

JACINTO's engineer shall schedule with HEMET a time to transfer the redlined changes into HEMET's original mylars at HEMET's office, after which the engineer shall review, stamp and sign mylars "record drawing".

28. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT all rights of way and easements within SAN JACINTO rights of way deemed necessary by DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITY.

29. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within SAN JANCINTO rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

30. For any costs that SAN JACINTO shall incur, including but not limited to the costs identified in Section I, paragraphs 14 and 15 above, SAN JACINTO may utilize DISTRICT TOTAL CONTRIBUTION for such costs.

SECTION II

HEMET shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review and approve IMPROVEMENT PLANS prepared by SAN JACINTO prior to SAN JACINTO advertising for bids to construct PROJECT.
3. Obtain all necessary rights of way, rights of entry and temporary construction easements within HEMET necessary to construct, operate and maintain PROJECT.

4. Cooperate with SAN JACINTO in its efforts to obtain all necessary REGULATORY PERMITS.

5. Inspect or cause to be inspected construction of HEMET APPURTENANCES, and pay all costs associated therewith.

6. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within HEMET rights of way or easements.

7. Order the relocation of all utilities installed by permit or franchise within HEMET rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.

8. Not permit any change to or modification of DISTRICT, HEMET and SAN JACINTO approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without the prior written permission and consent of DISTRICT. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to HEMET that DISTRICT is unable to 1) perform its obligations hereunder, and/or 2) to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITY due, either in whole or in part, to said breach of this Agreement.

9. Upon receipt of SAN JACINTO's written notice that PROJECT construction is substantially complete, conduct a final inspection of HEMET APPURTENANCES.

10. Accept ownership and responsibility for the operation and maintenance of HEMET APPURTENANCES upon (i) HEMET inspection of HEMET APPURTENANCES in accordance with Sections I.22 and II.9, (ii) HEMET acceptance of HEMET APPURTENANCES as being complete, (iii) HEMET receipt of SAN JACINTO's recorded Notice of Completion as

set forth in Section I.24, and (iv) HEMET receipt of stamped and signed "record drawing" of PROJECT plans as set forth in Section I.27.

11. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT all rights of way and easements within HEMET rights of way deemed necessary by DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITY.

12. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within HEMET rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION III

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Review and make a determination on all necessary REGULATORY PERMITS and rights of way documents prior to SAN JACINTO advertising PROJECT for bids. REGULATORY PERMITS or rights of way documents shall not unreasonably constrain, inhibit or impair DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITY.

3. Review and approve IMPROVEMENT PLANS prior to SAN JACINTO advertising PROJECT for construction bids.

4. Within seven (7) calendar days of receiving the SAN JACINTO's public works construction bid opening, review and approve or reject bids for construction of PROJECT.

DISTRICT may only reject bids found by DISTRICT to be unreasonably high. DISTRICT shall not unreasonably withhold approval of contract.

5. Pay SAN JACINTO within thirty (30) days after receipt of SAN JACINTO's invoice for DISTRICT TOTAL CONTRIBUTION as set forth in Section I.9, subject to and provided that DISTRICT TOTAL CONTRIBUTION shall not exceed Four Million Seven Hundred Ten Thousand Dollars (\$4,710,000).

6. Within thirty (30) days of SAN JACINTO awarding PROJECT construction contract, pay Riverside Conservation Authority (RCA), the costs associated with the mitigation fee per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"), which is either the lesser of (i) three percent (3%) of the lowest responsible bid price or (ii) three percent (3%) of lowest responsible bid price, less the value of the applicable project specific mitigation.

7. Conduct periodic inspections of DISTRICT DRAINAGE FACILITY construction for quality control purposes at its sole cost and provide any comments to SAN JACINTO's designated PROJECT construction inspector.

8. Upon receipt of SAN JACINTO's written notice that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT DRAINAGE FACILITY.

9. Accept sole responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITY upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITY in accordance with Sections I.22 and III.8, (ii) DISTRICT acceptance of DISTRICT DRAINAGE FACILITY as being complete, (iii) DISTRICT receipt of SAN JACINTO's recorded Notice of Completion as set forth in Section I.24, (iv) DISTRICT receipt of appropriate engineering documentation as set forth in Section I.25, (v) DISTRICT receipt of stamped and signed "record drawing" of PROJECT plans as set forth in Section I.26, (vi) DISTRICT's

acceptance of all necessary rights of way and/or easements as set forth in Sections I.28 and II.11, and (vii) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITY are in a satisfactorily maintained condition.

SECTION IV

It is further mutually agreed:

1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Four Million Seven Hundred Ten Thousand Dollars (\$4,710,000) and shall be used by SAN JACINTO solely for the purpose of constructing PROJECT as set forth herein.

2. In the event SAN JACINTO's contractor does not complete the construction of PROJECT in accordance with DISTRICT and HEMET standards, SAN JACINTO shall complete the project utilizing the bonds and insurances secured for the PROJECT.

3. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT, HEMET and SAN JACINTO but shall not be deemed complete until DISTRICT, HEMET and SAN JACINTO mutually agree that construction is completed in accordance with DISTRICT, HEMET and SAN JACINTO approved IMPROVEMENT PLANS.

4. DISTRICT personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITY but shall provide any comments to SAN JACINTO personnel who shall be solely responsible for all communications with SAN JACINTO's construction contractor(s).

5. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY, DISTRICT DRAINAGE FACILITY shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITY is not in an acceptable condition, corrections will be made at sole expense of SAN JACINTO.

6. SAN JACINTO shall indemnify, defend and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions or services of SAN JACINTO or SAN JACINTO's construction contractor(s), its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of SAN JACINTO or SAN JACINTO's construction contractor(s), its officers, employees, subcontractors, agents or representatives. SAN JACINTO or SAN JACINTO's construction contractor(s) shall defend, at their sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by SAN JACINTO or SAN JACINTO's construction contractor(s), SAN JACINTO or SAN JACINTO's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SAN JACINTO or SAN JACINTO's construction contractor(s) indemnification to Indemnitees as set forth herein.

SAN JACINTO or SAN JACINTO's construction contractor(s) obligation hereunder shall be satisfied when SAN JACINTO or SAN JACINTO's construction contractor(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe SAN JACINTO's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve SAN JACINTO's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

7. DISTRICT and HEMET shall indemnify, defend, save and hold harmless SAN JACINTO (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's and HEMET's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

8. SAN JACINTO shall indemnify, defend, save and hold harmless HEMET (including its officers, employees, agents, representatives, independent contractors, and

subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to SAN JACINTO's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees or (d) any other element of any kind or nature whatsoever.

9. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

10. DISTRICT, HEMET and SAN JACINTO each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

11. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Special Projects Section

CITY OF HEMET
510 East Florida Avenue
Hemet, CA 92543
Attn: Steve Loriso

CITY OF SAN JACINTO
595 S. San Jacinto Avenue, Building A
San Jacinto, CA 92583
Attn: Stuart McKibbin

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

13. This agreement is to be construed in accordance with the laws of the State of California.

14. DISTRICT, HEMET nor SAN JACINTO shall assign this Agreement without the written consent of the other party.

15. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

16. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

17. Any waiver by DISTRICT, HEMET or SAN JACINTO or any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT, HEMET or SAN JACINTO to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT, HEMET or SAN JACINTO from enforcing this Agreement.

18. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards the PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify HEMET and SAN JACINTO in writing.

19. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

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

October 6, 2020
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By *J. Uhley*
JASON E. UHLEY
General Manager-Chief Engineer

By *Karen S. Spiegel*
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

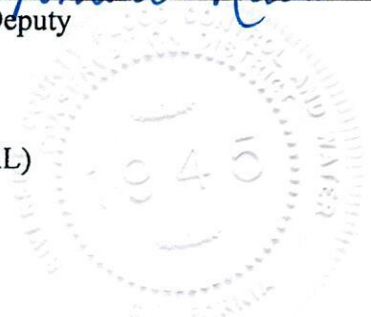
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By *Yolanda Rasso*
Deputy

(SEAL)



Amended and Restated Cooperative Agreement: City of Hemet and City of San Jacinto
San Jacinto Master Drainage Plan Line E-2, Stage 1
San Jacinto Master Drainage Plan Line E-2A, Stage 1
02/11/2020
AMR:blm

RECOMMENDED FOR APPROVAL:

CITY OF HEMET


By 
CHRISTOPHER LOPEZ
City Manager

By 
RUSS BROWN
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
ERIC S. VAIL
City Attorney

By 
CLAY JAMES
Deputy City Clerk

(SEAL)

Amended and Restated Cooperative Agreement: City of Hemet and City of San Jacinto
San Jacinto Master Drainage Plan Line E-2, Stage 1
San Jacinto Master Drainage Plan Line E-2A, Stage 1
02/11/2020
AMR:blm

CITY OF SAN JACINTO

By *Robert A. Johnson*
ROBERT A. JOHNSON
City Manager

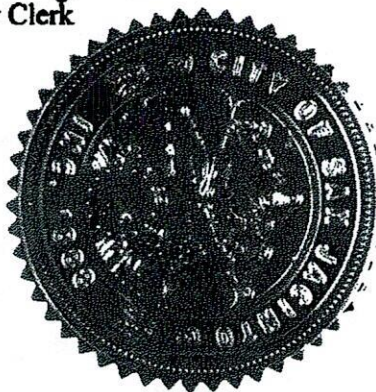
APPROVED AS TO FORM:

By *M. J. Maurer*
MICHAEL J. MAURER
City Attorney

ATTEST:

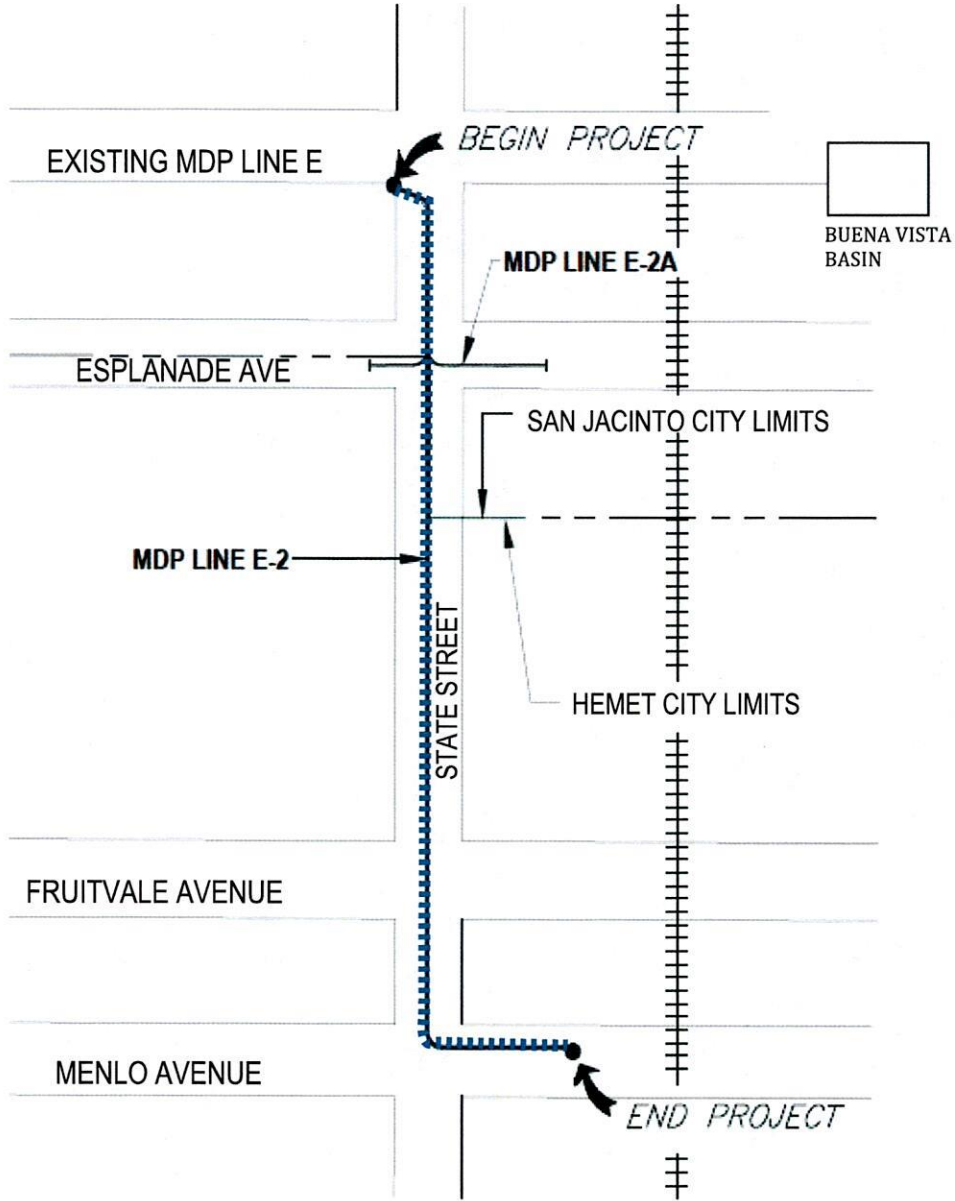
By *Sherry G. Walton*, *Interim*
~~ANGEL WALTON~~
City Clerk

(SEAL)



Amended and Restated Cooperative Agreement: City of Hemet and City of San Jacinto
San Jacinto Master Drainage Plan Line E-2, Stage 1
San Jacinto Master Drainage Plan Line E-2A, Stage 1
02/11/2020
AMR:blm

Exhibit A



COOPERATIVE AGREEMENT

San Jacinto Master Drainage Plan Line E-2, Stage 1
San Jacinto Master Drainage Plan Line E-2A, Stage 1
Project Nos. 4-0-00251 and 4-0-00252
(MS 152)
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EXHIBIT B

DISTRICT Required Insurance is as follows:

SAN JACINTO's PROJECT construction contractor(s) shall not commence operations until DISTRICT and HEMET have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing SAN JACINTO's PROJECT construction contractor(s) obligation to indemnify or hold DISTRICT and HEMET harmless, SAN JACINTO's construction contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as
Additional Insured:

A. Workers' Compensation:

If SAN JACINTO's construction contractor(s) has employees as defined by the State of California, SAN JACINTO's construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with

AMENDED AND RESTATED COOPERATIVE AGREEMENT

EXHIBIT B

limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SAN JACINTO's construction contractor(s) performance of its obligations hereunder. Policy shall name i) HEMET, its officers, employees, elected or appointed officials, agents or representatives, and 2) DISTRICT, as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If SAN JANCINTO's construction contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SAN JACINTO's construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the

AMENDED AND RESTATED COOPERATIVE AGREEMENT

San Jacinto Master Drainage Plan Line E-2, Stage 1
San Jacinto Master Drainage Plan Line E-2A, Stage 1

Project Nos. 4-0-00251 and 4-0-00252

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occurrence limit. Policy shall name i) HEMET, its officers, employees, elected or appointed officials, agents or representatives, and 2) DISTRICT, as Additional Insureds.

D. Professional Liability:

SAN JACINTO's construction contractor(s) shall cause any architect or engineer retained by SAN JACINTO's construction contractor(s) in connection with the performance of SAN JACINTO's construction contractor(s) obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If SAN JACINTO's construction contractor(s) shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

AMENDED AND RESTATED COOPERATIVE AGREEMENT

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E. Pollution and Asbestos Liability:

SAN JACINTO's construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering SAN JACINTO's construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the SAN JACINTO's construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

SAN JACINTO's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. If SAN JACINTO's

AMENDED AND RESTATED COOPERATIVE AGREEMENT

San Jacinto Master Drainage Plan Line E-2, Stage 1
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EXHIBIT B

construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by SAN JACINTO's construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, SAN JACINTO's construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, SAN JACINTO's construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT, HEMT and SAN JACINTO, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT, HEMET and SAN JACINTO.

SAN JACINTO's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

F. General Insurance Provisions – All Lines:

AMENDED AND RESTATED COOPERATIVE AGREEMENT

EXHIBIT B

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. The construction contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the DISTRICT's Risk Manager, SAN JACINTOS construction contractor(s) carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. SAN JACINTO's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT and HEMET with 1) a properly executed original certificate(s) of insurance and certified

AMENDED AND RESTATED COOPERATIVE AGREEMENT

EXHIBIT B

original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT and HEMET prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If SAN JACINTO's construction contractor(s) insurance carrier(s) policies do not meet the minimum notice requirement found herein, SAN JACINTO's construction contractor(s) shall cause SAN JACINTO's construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and HEMET receive, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full

AMENDED AND RESTATED COOPERATIVE AGREEMENT

San Jacinto Master Drainage Plan Line E-2, Stage 1
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EXHIBIT B

force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- v. It is understood and agreed by the parties hereto that SAN JACINTO's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT'S and HEMET's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by SAN JACINTO's construction contractor(s) has become inadequate.

AMENDED AND RESTATED COOPERATIVE AGREEMENT

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- vii. SAN JACINTO's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. SAN JACINTO's construction contractor(s) agrees to notify DISTRICT and HEMET of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

AMENDED AND RESTATED COOPERATIVE AGREEMENT

San Jacinto Master Drainage Plan Line E-2, Stage 1
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