

REIMBURSEMENT AGREEMENT BETWEEN THE CIELO VISTA
HOMEOWNERS ASSOCIATION AND SAN BENITO COUNTY
REGARDING THE REROOFING OF COUNTY SERVICE AREA 22
WASTEWATER TREATMENT PLANT FACILITY

This Agreement Is entered into by and between the County of San Benito, a political subdivision of the State of California (hereinafter "COUNTY") and the Cielo Vista Homeowners Association, (hereinafter "CSA 22 H.O.A"), and.

The parties to this Agreement mutually agree and promise as follows:

1. Effective Date. This Agreement is subject to approval by the legislative bodies of the COUNTY and CSA 22 H.O.A. The Agreement is effective on the date approved by the Homeowners Association ("Effective Date"). This Agreement will be submitted to the County Board of Supervisors first for approval, and thereafter to the Homeowners Association. [Effective Date: _____, 2016 (to be inserted after Board action, failure to insert the Effective Date does not Invalidate this Agreement.)]

2. Purpose and Scope Work. CSA 22 H.O.A is engaged in the rehabilitation of its wastewater treatment facility roof. CSA 22 H.O.A is in pursuit of a contract for the purpose of reroofing the CSA 22 Wastewater Treatment Facility. The work that is proposed to be improved is beyond the available County Service Area budget or reserves. CSA 22 H.O.A estimates that it will cost approximately Twenty Five Thousand Dollars to complete the reroof improvement. In a cooperative effort to complete the reroof improvements in a timely and efficient manner, CSA 22 H.O.A agrees reimburse County for bidding, contracting and project management

3. Responsibilities of CSA 22 H.O.A and COUNTY.

A. CSA 22 H.O.A shall be responsible for the following:

(1) To authorize the County to undertake and complete the Cielo Vista Wastewater Treatment Facility Reroof Project.

(2) To conduct its own inspection of Cielo Vista Wastewater Treatment Facility Reroof Project, or if it fails to do so, accept COUNTY'S determination to approve and accept said Cielo Vista Wastewater Treatment Facility Reroof Project Improvements deeming project complete.

(3) Within thirty days of receipt of a COUNTY Invoice, Reimburse COUNTY for costs incurred in connection with the Cielo Vista Wastewater Treatment Facility Reroof Project in an amount not to exceed \$25,000

B. COUNTY shall be responsible for the following:

(1) To undertake and complete bidding, contracting and project management of the Cielo Vista Wastewater Treatment Facility Reroof Project.

(2) Within thirty days of receipt of contract final invoice, Invoice, CSA 22 H.O.A for costs incurred in connection with the Cielo Vista Wastewater Treatment Facility Reroof Project in an amount not to exceed \$25,000.

4. Hold Harmless. CSA 22 H.O.A agrees to release, indemnify, and hold COUNTY, its officers, agents and employees, harmless from and against any claims, costs, damages or liabilities arising out of the construction of the Cielo Vista Wastewater Treatment Facility Reroof Project, or COUNTY Contract management of said Reroof improvements.

5. County Claims against Contractor. In the event CSA 22, H.O.A wishes to pursue a claim in connection with any work performed under the Contract, CSA 22 H.O.A. agrees to waive its right to assert such claim against COUNTY and agrees to proceed only against the Contractor to the extent authorized by the Contract and applicable law. If it is necessary for COUNTY to be involved or participate on behalf of CSA 22 H.O.A in prosecuting such claim, COUNTY agrees to cooperate with the CSA 22 H.O.A., with the understanding that CSA 22 H.O.A shall reimburse COUNTY for any costs and expenses, including attorney's fees, Incurred by CSA 22 H.O.A in connection therewith.

6. Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Any representation or promises of the parties relating to the subject matter of this Agreement shall not be enforceable unless It is contained in this Agreement or In a subsequent written modification thereof.

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

DATE: COUNTY OF SAN BENITO:

Robert Rivas, Chairman of the Board of Supervisors

Attest:

County Clerk

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy 10/14/16

Shirley L. Murphy, Deputy County Counsel

DATE: CSA 22 Home Owners Association:

Roberta Daniel, President