

**AMENDMENT NO. 1
PARTICIPATION AGREEMENT TO FUND THE
WICKERD ROAD SEWER REPLACEMENT PROJECT**

This Amendment No. 1 to the Participation Agreement to Fund the Wickerd Road Sewer Replacement Project by and between the **EASTERN MUNICIPAL WATER DISTRICT** (hereinafter, "Water District") and the **PERRIS UNION HIGH SCHOOL DISTRICT** (hereinafter "School District") is made and entered into this _____ day of _____, 2023. Water District and School District may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on July 1, 2019, the Parties entered into that certain Participation Agreement to Fund the Wickerd Road Sewer Replacement Project ("Subject Agreement") for purposes of defining the terms, conditions, and financial arrangements whereby School District would fund certain sewer utility improvements involving construction of a 15" replacement gravity sewer main to service the New High School and the Development ("Sewer Replacement Project"); and

WHEREAS, Exhibit C of the Subject Agreement (Cost Estimate for Construction of the Sewer Replacement Project) identifies cost components and totals utilized by the Parties in formulating School District's financial contribution of \$1,593,758 which has been paid by School District to Water District, in full; and

WHEREAS, Due to unforeseen environmental constraints Water District is unable to construct the Sewer Replacement Project, as defined by the Subject Agreement and, specifically, the sewer alignment generally depicted on Exhibit B in the configuration that was originally provided in the Subject Agreement; and

WHEREAS, Water District proposes to design and construct an alternate alignment (hereinafter, the "Alternative Sewer Project") that will meet the sewerage needs and objectives of the Development, New High School, and TTM 37496 as such are defined in the Subject Agreement; and

WHEREAS, the Alternative Sewer Project will be designed and constructed by Water District at no additional cost to School District as more fully described herein; and

WHEREAS, the purpose of this Amendment is to confirm the replacement of the Sewer Replacement Project in favor of Water District's commitment to design and construct the Alternative Sewer Project at no additional cost to School District.

NOW THEREFORE, for and in consideration of the mutual premises and covenants contained herein, the Agreement is hereby amended as follows:

AMENDMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 1.
2. Recital "H" of the Subject Agreement is hereby deleted in its entirety.

3. Section 3, Water District Responsibilities, of the Subject Agreement is hereby deleted in its entirety and replaced as follows:

3. Water District Responsibilities:

- a. Water District shall serve as lead agency in processing under the California Environmental Quality Act (“**CEQA**”) for the Alternative Sewer Project; and
- b. Water District shall be responsible for the design, right of way clearance, bid administration, construction, and overall timing of the Alternative Sewer Project; and
- c. Water District shall provide final construction drawings, construction specifications, and engineer’s estimates (“**Construction Contract Documents**”) for the Alternative Sewer Project for School District review and will cooperate with the School District to ensure that the new design and construction of the Alternative Sewer Project will continue to meet the ongoing service needs of the New High School and is in fact constructed; and
- d. Water District shall advertise, competitively bid, and oversee construction of the Alternative Sewer Project; and
- e. Water District shall continue to provide ongoing sewer service to School District’s New High School through construction completion of the Alternative Sewer Project in accordance with Water District’s Rules and Regulations; and
- f. Water District shall ensure timely connection of the new High School to the Alternative Sewer Project upon completion.

3. Exhibit B, Sewer Replacement Project, is hereby deleted in its entirety and shall be replaced by Water District at such time as completion of the design and environmental review of the Alternative Sewer Project has occurred.

4. Except as amended herein, all other terms and conditions of the July 1, 2019, Participation Agreement shall remain unchanged and in full force and effect.

5. All defined terms not defined in this Amendment No.1 shall have the meaning provided to them originally in the Subject Agreement.

6. For the avoidance of doubt, School District’s financial contribution of \$1,593,758 has been paid by School District and no additional amounts are or will be owed by the School District related to the Alternative Sewer Project, the Subject Agreement or this Amendment No.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be effective as of the date last executed.

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Joe Mouawad, General Manager

Dated: _____

PERRIS UNION HIGH SCHOOL DISTRICT

By: _____
Candace Reines, Deputy Superintendent of Business Services

Dated: _____