



The South Umpqua Rural Community Partnership

A Community Based 501(C)3 SURCP.ORG

34620 Tiller Trail Hwy

Tiller, Oregon

FEIN # 33-1131242

September 2, 2026

INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT **For the Highland Ditch Irrigation Efficiency and Dam Removal Restoration Project**

This Indemnification and Hold-Harmless Agreement ("Agreement") is entered into as of September 2, 2026 ("Effective Date") by, and between:

The South Umpqua Rural Community Partnership, a 501C3 charitable non-profit with principal place of business at 34620 Tiller Trail, Tiller, OR 97484 ("*Indemnitor*"), and

Jeff Cobos, an Oregon private resident with principal place of residence at 767 Upper Cow Creek Road, Azalea, Oregon ("*Indemnitee*").

Collectively, "*Parties*."

1. Project Description

This Agreement applies to the dam removal and river restoration project known as:

Project: Highland Ditch Irrigation Efficiency and Dam Removal Restoration Project.

Location: Jeff Cobos' landownership, located at 767 Upper Cow Creek Road, in Azalea, Oregon.

Scope: Demolition/removal of specified dam structures, sediment and debris management, channel re-grading, bank stabilization, habitat restoration, temporary and permanent access, staging, and associated work, including engineering, construction, monitoring, and related services ("*Work*").

2. Indemnity, Defense, and Hold Harmless

To the fullest extent permitted by applicable law, Indemnitor shall defend, indemnify, and hold harmless Indemnitee, and Indemnitee's directors, officers, employees, agents, and representatives, from and against any and all claims, demands, actions, liabilities, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees and experts' fees) (collectively, "*Claims*") arising out of or relating to:

- a. Injuries or death to Indemnitor's workers, subcontractors, suppliers, or consultants, and to third parties;
- b. Damage to property, including real and personal property, public or private;
- c. Environmental conditions or impacts, including but not limited to erosion, sediment mobilization, turbidity, spills, hazardous substances release, fish/wildlife impacts, and regulatory non-compliance; and
- d. Performance or non-performance of the Work by Indemnitor or its subcontractors, suppliers, consultants, or anyone directly or indirectly employed or engaged by them.

This obligation applies except to the extent a Claim is caused by the sole negligence or willful misconduct of Indemnitee. Where comparative fault applies, Indemnitor's obligations shall be proportionate to Indemnitor's (and its downstream parties') degree of fault.

3. Duty to Defend; Tender; Control of Defense

- a. Immediate Defense. Upon Indemnitee's written tender of any Claim, Indemnitor shall promptly assume the defense with qualified counsel reasonably acceptable to Indemnitee.
- b. Costs. Defense costs incurred from tender date forward shall be borne by Indemnitor, subject to apportionment per Section 2.
- c. Participation. Indemnitee may participate with its own counsel at its expense; Indemnitor shall not settle any Claim that imposes liability or obligations upon Indemnitee without Indemnitee's prior written consent (not unreasonably withheld).
- d. Reservation of Rights. Indemnitor may reserve rights consistent with applicable law, but such reservation does not delay or diminish the duty to defend.

4. Exclusions and Limitations (Compliance with Law)

This Agreement does not require Indemnitor to indemnify or defend Indemnitee for Indemnitee's sole negligence or willful misconduct. If governing law restricts indemnity in construction contracts, the Parties intend this Agreement to be interpreted to the maximum extent permitted by law, with any prohibited portions deemed modified to comply while preserving the Parties' intent to allocate risk as set forth herein.

5. Insurance Requirements

Indemnitor shall, at its own expense, procure and maintain insurance for the duration of the Work and any warranty/monitoring period:

a. Commercial General Liability (CGL): Occurrence form, including premises/operations, products-completed operations, contractual liability, explosion/collapse/underground (XCU), and contractors' protective liability.

- Minimum limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate (or as otherwise agreed).

- Additional Insured: Indemnitee (and its officers, employees, and agents) on a primary and non-contributory basis for ongoing and completed operations, or equivalents).

b. Automobile Liability: \$1,000,000 combined single limit, covering owned vehicle.

c. Workers' Compensation & Employer's Liability: The South Umpqua Rural Community Partnership is an all volunteer 501C3 Charitable Non-Profit. There are no employees associated with the organization. All project work is done via contracted services.

d. Umbrella/Excess Liability: As needed to reach total limits above.

Certificates and endorsements shall be delivered and maintained through the completed operations period (minimum 2 years after substantial completion unless otherwise required).

6. Safety and Regulatory Compliance

Indemnitor shall perform the Work in compliance with all applicable federal, state, tribal, and local laws, permits, and regulations, including but not limited to OSHA, Clean Water Act, Endangered Species Act, state environmental quality standards, in-stream work windows, and project permits. Indemnitor assumes responsibility for site safety and means/methods.

7. Subcontractors and Downstream Parties

Indemnitor shall require all subcontractors, suppliers, and consultants to:

a. be contractually bound to indemnify, defend, and hold harmless Indemnitee on terms no less protective than this Agreement; and

b. carry insurance consistent with Section 5.

8. Property and Access

Indemnitor is responsible for preventing and repairing damage to private and public property, access roads, utilities, and temporary works caused by Indemnitor's activities, subject to Section 2.

9. Notice of Claims

Each Party shall give the other prompt written notice of any Claim reasonably likely to trigger obligations under this Agreement, including pertinent facts, documents, and contact information. Delay in notice does not relieve Indemnitor unless Indemnitor is materially prejudiced by the delay.

10. Allocation; No Waiver of Immunities

Nothing herein waives any immunities, defenses, or limitations available to a public entity under applicable law. If Indemnitee is a public agency, this Agreement shall be construed subject to applicable statutes.

11. Term and Survival

This Agreement becomes effective on the Effective Date and remains in effect through completion of the Work and for the applicable statute of limitations relating to Claims. Defense, indemnity, hold-harmless, insurance, and waiver of subrogation obligations survive completion.

12. Governing Law; Venue

This Agreement is governed by the laws of the State of Oregon without regard to conflict-of-laws rules. Venue for any dispute shall be in the courts located in Douglas County, Oregon.

13. Severability; Interpretation

If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to comply with applicable law, and the remaining provisions shall remain in full force and effect.

Ambiguities shall not be construed against either Party.

This Agreement constitutes the entire understanding regarding indemnity, defense, and hold-harmless obligations for the Project. Amendments must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Indemnitor: South Umpqua Rural Community Partnership

By: Stanley Petrowski

Title: Executive Director

Name: Stanley J. Petrowski Date: September 2, 2026

Indemnitee: Jeff Cobos

Name: _____ Date: September 2, 2026