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Regular Council Meeting
December 1, 2022

FRESNO CITY COUNCIL
City of
FRESNO 

Supplement Packet

ITEM(S)

1-X (22-1837)

Actions pertaining to an Extraterritorial Services and Offsite Infrastructure Agreement with State Center Community College District for the First Responders Campus Project (County): ...

Contents of Supplement: Updated Staff Report, Resolution-SCCCD First Responders ETA, SCCCD ETA Agreement, Exhibit A SCCCD EIR Addendum ETA, Exhibit B – Findings and SOC, and Exhibit C – MMRP Final

Item(s)

<p>Supplemental Information:</p> <p>Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.</p>
<p>Americans with Disabilities Act (ADA):</p> <p>The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.</p>

**COUNCIL REPORT – SCCCD
FIRST RESPONDERS ETA**

REPORT TO THE CITY COUNCIL

FROM: BROCK D. BUCHE, PE, PLS, Director
Department of Public Utilities

BY: DEJAN PAVIC, PE, Projects Administrator
Department of Public Utilities – Administration / Utilities Planning & Engineering

SUBJECT

..Title

Actions pertaining to an Extraterritorial Service and Offsite Infrastructure Agreement with State Center Community College District for the First Responders Campus Project (County):

1. Resolution – Adopting findings pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15091 and 15093 as required for Responsible Agencies by CEQA Guidelines Section 15096 for the First Responders Campus Project
2. Approve an Extraterritorial Service and Offsite Infrastructure Agreement with State Center Community College District to provide for connections to the City of Fresno’s municipal water and sewer systems

..Body

RECOMMENDATION

Staff recommends that the City Council (1) adopt CEQA findings pursuant to CEQA Guidelines Section 15096 and (2) approve an Extraterritorial Service and Offsite Infrastructure Agreement between State Center Community College District (SCCCD) and City of Fresno for the First Responders Campus Project; (3) and authorize the Director of Public Utilities to sign the agreement on behalf of the City of Fresno (City).

EXECUTIVE SUMMARY

SCCCD is developing 20-acres of a 39.21-acre parcel for the First Responders Campus Project (Campus) located at the northwest corner of Willow and North Avenues. The campus site is located outside the City of Fresno, but within the City's Sphere of Influence. Due to the school site's proximity to Fresno, SCCCD has requested to extend water and sewer facilities to serve the campus site. In order for the City to provide water and sewer services to the campus, the extension of service needs to be approved by LAFCo and SCCCD must enter into a service agreement with the City. LAFCo approved the extension of service on March 15, 2022, and staff has negotiated an Extraterritorial Service and Offsite Infrastructure Agreement with SCCCD which the City Attorney's Office has approved as to form.

BACKGROUND

SCCCD is developing a 20-acre Campus located at the northwest corner of Willow and North Avenues, southeast of the City of Fresno. The Campus will be a full-service facility designed to accommodate approximately 270 students and 50 employees, to provide instruction and training for police, fire, corrections, EMT and paramedic programs. The Campus will have classrooms, breakout rooms, conference rooms, administrative offices, restrooms, lounges, locker rooms, and storage space. The

specialized site facilities include a scenario village, physical training areas, a grinder pad, a portable burn tower structure, a burn box, a driving pad, maintenance and facilities yard, and vehicle storage. SCCCD is presently constructing the Campus site and anticipates it to be complete and operational for the 2022-2023 school year.

The Campus is located outside the City of Fresno, but within the City's Sphere of Influence. SCCCD does not plan to annex the property to the City at this time. Due to the school site's proximity to the City of Fresno's municipal water and sewers systems, SCCCD has requested to extend municipal water and sewer services to the Campus site. These extensions include a 16-inch diameter water main from the point of service in East North Avenue commencing west of South Chestnut Avenue and extending to South Willow Avenue to the east boundary of the Campus site, then continue north in South Willow Avenue to a point just south of East Jensen Avenue; and connecting to the 66-inch diameter sanitary sewer main in East North Avenue existing across the Campus' frontage.

Pursuant to Section 56133 of the Government Code, a City or District principally in Fresno County may provide new or extended services by contract or agreement outside its boundaries only if it requests and receives approval from LAFCo. Due to SCCCD's decision to not annex the school site to the City of Fresno, the City applied for an extension of services on behalf of SCCCD to obtain sewer and water services from the City of Fresno by agreement. City staff has negotiated an Extraterritorial Service and Offsite Infrastructure Agreement with SCCCD. The agreement outlines the installation and maintenance of water and sewer facilities to serve the school site, and the payment of appropriate fees, charges and other payments for connection. The City Attorney's Office has reviewed the agreement and approved it as to form.

Considering the foregoing, staff recommends that the City Council approve the Extraterritorial Service and Offsite Infrastructure Agreement between SCCCD and City of Fresno; and authorize the Director of Public Utilities to sign the agreement on behalf of the City.

ENVIRONMENTAL FINDINGS

State Center Community College District, as Lead Agency, prepared an Environmental Impact Report for the First Responders Campus Project (the "First Responders Campus Project EIR"), identified by SCH No. 2020039018. SCCCD certified the EIR on November 2, 2021, through the adoption of Resolution 2021.33. The First Responders Campus Project EIR analyzed the construction and operation of the First Responders Campus Project, including but not limited to the impact on sewer and water services, including that portion of the project consisting of installation of water and sewer mains and connection to the City of Fresno's municipal services. This approval is to require the construction of necessary infrastructure to facilitate the provisioning of municipal water and sewer service, to set forth the terms by which service will be provided, and to authorize extraterritorial service.

An analysis has been performed pursuant to CEQA Guidelines Section 15162 to determine whether subsequent environmental review is required for this project. Based upon the analysis, the following findings are made to support the determination that no subsequent environmental review is required:

1. No substantial changes are proposed in the project which will require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects because the project is being implemented as planned.
2. No substantial changes occurred with respect to the circumstances under which the project

was undertaken which will require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

3. There is no new information, which was not known and could not have been known at the time of the previous EIR showing that:
 - a. The project will have one or more significant effects not discussed in the previous EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found to be not feasible are now feasible and would substantially reduce one or more significant effects of the project.

Based upon these findings, it has been determined that subsequent EIR is not required.

However, it was determined that, pursuant to CEQA Guidelines section 15164, an addendum is necessary to add minor clarifying details to the project description. Thus, an addendum was prepared and is attached to the Resolution as Exhibit A.

Pursuant to the requirements of CEQA Guidelines Section 15096(h), the City adopts the findings attached as Exhibit B to the Resolution, as required by CEQA Guidelines 15091 and 15093. Further, it is also recommended that Council adopt the Mitigation Monitoring and Reporting Program prepared by SCCCD, which is attached to the Resolution as Exhibit C.

LOCAL PREFERENCE

Local preference was not implemented as this item does not involve the bid or award of a construction or services contract.

FISCAL IMPACT

There is no impact to the General Fund. No funding is required for this Extraterritorial Service and Offsite Infrastructure Agreement.

Attachments:

Attachment 1 – Resolution Adopting Addendum and CEQA Findings

Attachment 2 – Extraterritorial Service and Offsite Infrastructure Agreement

RESOLUTION SCCCD FIRST RESPONDERS ETA

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, ADOPTING FINDINGS PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTIONS 15091 AND 15093 AS REQUIRED FOR RESPONSIBLE AGENCIES BY CEQA GUIDELINES SECTION 15096 FOR THE FIRST RESPONDERS CAMPUS PROJECT

WHEREAS, on November 2, 2021, State Center Community College District (SCCCD), as lead agency, certified an Environmental Impact Report for the First Responders Campus Project (Project), identified by SCH No. 2020039018 (First Responders Campus Project EIR), through the adoption of Resolution 2021.33; and

WHEREAS, through the adoption of Resolution No. 2021.33, SCCCDC, as lead agency, adopted Findings and Statements of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the Project; and

WHEREAS, the City of Fresno is a Responsible Agency within the meaning of CEQA Guidelines Section 15381 for the First Responders Campus Project and for the First Responders Campus Project EIR; and

WHEREAS, the project description for the First Responders Campus Project EIR includes buildout and installation of public utilities infrastructure necessary for the project's operations, including water and wastewater infrastructure, as well as receipt of water and wastewater service from the City of Fresno through an Extraterritorial Service Agreement (collectively "Extraterritorial Service Agreement"); and

WHEREAS, execution of an Extraterritorial Service and Offsite Infrastructure Agreement between SCCCDC and the City of Fresno to require the construction of infrastructure necessary to provide extraterritorial water and sewer service, set forth the

Date Adopted:

Date Approved:

Effective Date:

City Attorney Approval:



Resolution No. _____

terms under which that infrastructure shall be constructed, and to provide extraterritorial water and sewer service to the Project (collectively “Extraterritorial Service Agreement”) is an action necessary to implement the Project; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines Section 15096 allows a Responsible Agency to consider an Environmental Impact Report (EIR) prepared by a Lead Agency for a project when the approval relates to a portion of the project assessed by the Lead Agency’s EIR; and

WHEREAS, pursuant to CEQA Guidelines Section 15096(f), prior to reaching a decision on a project, the Responsible Agency must consider the environmental effects of the project as shown in the Lead Agency’s EIR, and shall also complete an analysis regarding the necessity of a subsequent EIR pursuant to CEQA Guidelines Section 15162; and

WHEREAS, a Responsible Agency that relies on an EIR prepared by a Lead Agency shall also make the findings required by Section 15091 for each significant effect of the project and shall make findings pursuant to Section 15093 if necessary; and

WHEREAS, a Responsible Agency shall prepare an addendum to a previously certified EIR, as required by Section 15164, if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno, based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, as follows:

1. The Council adopts Addendum No. 1 dated November 29, 2022, attached hereto as Exhibit A, an addendum to the First Responders Campus Project Environmental Impact Report, identified by SCH No. 2020039018, in accordance with Section 15164 of the California Environmental Quality Act Guidelines.

2. The Council finds in accordance with its own independent judgment that:

a. Approval of the Extraterritorial Agreement between State Center Community College District and the City of Fresno is a discretionary approval that is a necessary component of the First Responders Campus Project and the project contemplated in the Extraterritorial Service Agreement was assessed as part of the First Responders Campus Project EIR; and

b. None of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred;

i. The Extraterritorial Service Agreement does not propose changes to the First Responders Campus Project, and is instead an approval that implements a portion of that project; and

ii. There are no substantial changes to the circumstances under which the First Responders Campus Project is undertaken that will require major revisions of the First Responders Campus Project EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

iii. There is no new information of substantial importance that was not known or could not have been known when the First Responders Campus Project EIR was certified showing that the First Responders

Campus Project may have additional significant effects on the environment that were not identified in the First Responders Campus Project EIR; that significant effects previously examined will be substantially more severe than shown in the previous EIR; that previously infeasible mitigation is now feasible; or that mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment.

c. Based on the above determination, a subsequent or supplemental EIR is not required.

3. The Council adopts findings pursuant to CEQA Guidelines 15091 and 15093, as required by CEQA Guidelines 15096, attached hereto as Exhibit B.

4. The Council adopts the Mitigation Monitoring and Reporting Program, attached hereto as Exhibit C.

5. This resolution shall be effective upon final approval.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____ 2022.

AYES :
NOES :
ABSENT :
ABSTAIN :

TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By: _____
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

- Attachments –
- Exhibit A - Addendum No. 1 to the First Responders Campus Project Environmental Impact Report, identified by SCH No. 2020039018
- Exhibit B - Findings and Statement of Overriding Considerations for the First Responders Campus Project
- Exhibit C - Mitigation Monitoring and Reporting Program

SCCCD ETA AGREEMENT

**EXTRATERRITORIAL SERVICE AND OFFSITE INFRASTRUCTURE
AGREEMENT BETWEEN STATE CENTER COMMUNITY COLLEGE DISTRICT
AND THE CITY OF FRESNO**

THIS AGREEMENT is made and entered into effective _____ 2022, (Effective Date) by and between the CITY OF FRESNO, a California municipal corporation (City), and STATE CENTER COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California (SCCCD).

RECITALS

WHEREAS, SCCCDC is engaged in land acquisition and the construction of a First Responders Campus Site (Project);

WHEREAS, the Project site is located on the northwest corner of East North and South Willow Avenues, southeast of the City's corporate boundaries in Fresno County, and incorporates Fresno County Assessor's Parcel Number 316-071-23T;

WHEREAS, the project site will encompass approximately 20.0 acres of a 39.1-acre parcel located in a portion of the South half of the Southwest quarter of Section 19, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, lying West of the Center line of Willow Avenue as now located and East of the East line of the West 1,361 feet of the South half of said Section 19, bounded, more specifically designated as "Total Property" as represented on Attachment A in the Grant Deed (Attachment A) attached to this Agreement (Extraterritorial Property);

WHEREAS, the Project will include the construction and operation of new educational and administrative facilities to provide instruction and training for police, fire, corrections, EMT, and paramedic programs at a single specialized campus. The Project is planned to accommodate up to approximately 270 students at one time and be staffed by up to 50 employees, including administrators, faculty, and support staff;

WHEREAS, SCCCDC anticipates the construction timeline to be January 6, 2023 through May 6, 2023, with operations beginning the fall of 2023;

WHEREAS, there is sewer service available but there currently is no water service available in the vicinity of the project;

WHEREAS, the Extraterritorial Property is within the City's sphere of influence, but is currently outside of City's existing municipal corporate limits;

WHEREAS, California Government Code section 56133(b) permits a city to provide new or extended services by agreement outside its jurisdictional boundaries but within its sphere-of-influence, in anticipation of a later change of organization, and with written approval from the Fresno Local Agency Formation Commission (LAFCo);

WHEREAS, LAFCo reviewed the City's application to extend sanitary sewer and domestic water service to the Extraterritorial Property and on March 15, 2022, LAFCo's Executive Officer approved Resolution OS-22-01 (Attachment B), authorizing the requested extension of services;

WHEREAS, SCCCD does not desire to annex the Extraterritorial Property to the City at this time and has filed an extension of service application with LAFCo and obtained the necessary approvals;

WHEREAS, the City has identified options to provide water and sewer services to accommodate SCCCD's water and sewer demands at the Extraterritorial Property and is willing to provide the services, provided SCCCD meets certain conditions, installs all necessary infrastructure to receive City water and sewer services, and agrees to install said infrastructure in accordance with the provisions of this Agreement;

WHEREAS, on March 21, 2022, the City entered into a Pipeline Crossing Agreement with Union Pacific Railroad Company (UPRR). This Pipeline Crossing Agreement grants the City the right to, among other things, maintain and operate one underground 16-inch steel domestic water pipe encased in a 28-inch steel casing pipeline crossing only, including any appurtenances required for the operation of said pipeline. SCCCD's construction of a segment of water main in East North Avenue under this Agreement must be performed consistent with the terms of the Pipeline Crossing Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, agree as follows:

A. Provisions Specific to Water and Sewer Service. Connection to the City's municipal water and sewer systems by SCCCD shall be subject to the following conditions:

1. Water Main Extensions.

a. SCCCD, at its sole expense and without reimbursement from the City, shall construct a 16-inch diameter public water main (including installation of public fire hydrants) in East North Avenue from the existing 14-inch diameter water main in East North Avenue approximately 1,350 feet west of South Chestnut Avenue east to South Willow Avenue.

i. The parties acknowledge that a segment of this water main will be constructed in UPRR's right of way. As the entity performing construction of the water main segment within UPRR right of way, SCCCD agrees that all work occurring in UPRR's right of way must be performed consistent with the March 21, 2022, Pipeline Crossing Agreement. SCCCD and/or its contractors shall perform all work within UPRR right of way in accordance with the provisions set forth in the March 21, 2022, Pipeline Crossing Agreement, including the indemnification and insurance provisions. The Pipeline Crossing Agreement is attached as Attachment C and is incorporated by reference.

ii. As set forth in Exhibit B, Section 4 of the Pipeline Crossing Agreement, UPRR may determine that certain safety measures are necessary during construction. SCCCD, at its sole expense, will pay

for all safety measures UPRR deems necessary during construction of the water main within UPRR right of way. The City will forward any invoices received from UPRR to SCCCD and SCCCD will, within 15 days of receipt of any such invoice, pay the total amount listed on such invoice.

- b. SCCCD shall construct a 16-inch diameter public water main in South Willow Avenue (including installation of public fire hydrants) from East North Avenue north to the existing 14-inch diameter water main south of East Jensen Avenue.
 - i. SCCCD shall construct the 16-inch water main in South Willow Avenue from East North Avenue to the north boundary of the property at its sole expense.
 - ii. The cost for constructing the 16-inch water main in South Willow Avenue from the north boundary of the property to the existing 14-inch diameter water main south of East Jensen Avenue (approximately 3,000 feet) will be eligible for direct cost reimbursement by separate agreement. The reimbursement amount will be based on the true costs supported by documentation and as approved by the Director of Public Utilities or designee.
 - c. Engineered improvement plans prepared by a Registered Civil Engineer are required for proposed additions to the City Water System.
2. Metered Service Connection. Water service for all domestic, irrigation, and all other uses required for the Extraterritorial Property, including fire training, shall be metered. SCCCD shall install meters approved by the City for all uses.
 3. Destruction of Existing Onsite Wells. SCCCD shall destroy all existing onsite wells in compliance with the State of California Well Standards, Bulletins 74-81 and 74-90, or current revisions, issued by the California Department of Water Resources, and City standards. SCCCD shall not apply any water obtained from onsite wells to the Extraterritorial Property. SCCCD shall comply with Fresno Municipal Code (FMC) section 6-518, as may be amended from time to time.
 4. Sewer Extensions.
 - a. SCCCD, at its sole expense, shall construct a private sewer lateral connecting to the existing 66-inch diameter public sewer main in East North Avenue at Manhole 3262-01.
 - b. Any house branch (sewer lateral) larger than 6-inch shall require a manhole connection.
 5. Septic Tanks Prohibited. No septic tanks shall be installed, replaced, or expanded on the Extraterritorial Property. All existing septic tanks shall be properly destroyed, and all sewer connections must be completed within 90 days of the sewer main extensions installation. Specifically, FMC Section 6-303(a) states "every building or structure in which plumbing fixtures are installed, and every premises having piping thereon, which conveys sewage or other liquid wastes to

an approved point of disposal, shall be connected to the regional sewer system if it is available." Septic tank destruction and sewer connections must be constructed in accordance with the applicable provisions California Plumbing Code, including 24 CCR §722.0 *et. seq.*

6. Permit Required. A City of Fresno street work permit is required for any work in the Right-of-Way.
7. Fire Protection Upgrades. SCCCD shall be solely responsible for meeting any required fire protection upgrades beyond the point(s) of connection to the public water systems.
8. Payment of Fees to City. Prior to issuance of a permit for connecting to the City's water or sewer systems, SCCCD shall pay to the City all required water and sewer fees as determined by the City and set forth in the City's Master Fee Schedule (Attachment D), as may be amended from time to time, including the City's Water Capacity Fee. The Water Capacity Fee shall be based on the number and size of water meters installed to serve the Extraterritorial Property.
 - a. The Water Capacity Fee for any new or expanded service connection shall be payable prior to the issuance of a building permit at the fee level in effect on the date such permit is issued.
 - b. SCCCD shall contact Utility Billing and Collection Services at (559) 621-6765, prior to applying for building permits, regarding conditions of service for special users.
9. Water Supply Redundancy. For water supply redundancy purposes, SCCCD, at its sole expense and without reimbursement from the City, shall be required to connect to the City's public water system at two locations approved by the Director of Public Utilities or designee.
10. City to Provide Water and Sewer Service. Upon SCCCD's full performance of all obligations defined herein, including payment of all fees required by the City under this Agreement, the City will provide SCCCD with water and sewer service from the City's public water system and public sewer system.
 - a. The City's performance is conditioned upon SCCCD obtaining consent of all applicable governmental agencies including, without limitation, approval of this Agreement by LAFCo and obtaining consent from Fresno County, including, without limitation, obtaining necessary encroachment permits or easements from Fresno County, or private property owners, to install new water lines and new sewer lines (Public Portion) along right of ways or across private property, as may be required to serve SCCCD's property (Private Portion). On-site sanitary sewer facilities shall be private.
 - b. The City shall withhold approval of SCCCD's water and sewer construction plans until all necessary approvals, permits, and easements have been legally obtained and duly recorded with Fresno County.
11. No Representation Regarding Water Service, Pressure or Volume for any Private Portion of the New Water Pipeline. The City does not make any representation,

warranty or guarantee of any kind or nature, and hereby specifically disclaims, any kind of representation, warranty or guarantee that any private portion of the water system will yield any specific volume of water or provide any specific water pressure to the Extraterritorial Property under static or dynamic water demand scenarios, or for any use by SCCCD and its tenants, lessees, purchasers, successors or assigns. SCCCD assumes full responsibility for the adequacy of volume of water and water pressure beyond the point of service into the private portion.

12. Water Service Contingent on Surface Water Supply Transfer. The City's provision of water service to the Extraterritorial Property is contingent upon SCCCD annually providing the total annual surface water supply assigned to the Extraterritorial Property, by the Fresno Irrigation District, to the City to meet the Project's total annual water supply demand, plus fire protection demands, at build-out conditions.

a. Acquisition of Surface Water Supply Allocation, Right, Entitlement, or Similar. SCCCD must obtain an annual surface water supply allocation, right, entitlement, or similar from the Fresno Irrigation District to meet the Project's total annual water supply demand. SCCCD shall then dedicate, transfer, or assign the annual surface water supply allocation, right, entitlement or similar, to the City. The total annual surface water entitlement assigned to the Extraterritorial Property by the Fresno Irrigation District will be transferred to the City on an annual basis, and in exchange, the City will satisfy the Extraterritorial Property's total annual water supply demand.

SCCCD is solely responsible for all costs, fees, and expenses associated with the acquisition of an annual surface water supply allocation, right, entitlement, or similar and the dedication, transfer, or assignment to the City. The City will withhold installation of City water meters and initiation of water service until the annual surface water allocations, rights, entitlements, or similar have been transferred and assigned from SCCCD to the City.

At the time of annexation of the Extraterritorial Property to City limits, the Extraterritorial Property will be included in the City and Fresno Irrigation District's annual process of determining the City's King's River Supply.

13. Maintenance and Repair. SCCCD shall be responsible for operation, maintenance, repair, and replacement of all components of the Private Portion of the water system and sewer system beyond the City's Point of Service. Under no circumstances shall the City be required or accountable to maintain, repair or replace the Private Portion of the water system or sewer system unless and until the City may, at its sole discretion and option, accept dedication of the water system or sewer system, or any portion thereof in increments or otherwise, at some future date. SCCCD's obligation to maintain, repair and replace the Private Portion of the water system and sewer system shall include, without limitation, any operation and maintenance, repair, replacement or modification of the Private Portion of the water system and sewer system as may be required by the City. Should SCCCD fail to operate, maintain, repair and replace the Private Portion of water system or sewer system as needed for proper operation of the Public

Portion, the City shall have the right, but not the obligation to stop providing water and sewer service.

- a. Leak Repairs. SCCCD shall respond to and repair leaks, breaks, or overflows caused by unforeseen conditions or damage to any Private Portion receiving water and sewer service from the City, including those caused by SCCCD, other parties, or acts of God. As part of its duty to maintain such Private Portion, SCCCD shall promptly repair all leaks, breaks, and overflows, no matter how said leaks, breaks or overflows may be caused at its sole cost and expense, except that the City shall be responsible for any leaks, breaks, or overflows caused by the City or any contractors or agents acting on behalf of the City. SCCCD acknowledges unrepaired leaks, breaks, and overflows of waste water may cause property damage, and adversely impact public health, safety and welfare. If SCCCD fails to promptly repair all leaks, breaks, and overflows, the City, at its sole discretion, may stop providing water and/or sewer service as may be applicable. Thereafter, the City shall have no obligation to provide water and/or sewer service until SCCCD repairs the leaks, breaks, or overflows to the Private Portion.
 - b. Right to Inspect Water and Sewer System. The City shall have the right to inspect and examine the Public Portion at any time, including during construction and operation of the water system and sewer system.
 - c. Right to Access and Inspect Water Meters. The City shall have the right of entry to access and inspect all water meters for compliance with American Water Works Association (AWWA) standards, whether located on the Private or Public Portions.
14. Exclusive Use of Private Portion. The Private Portion is for the exclusive use of SCCCD on the Extraterritorial Property. After connection to the Public Portion, SCCCD shall not permit the Private Portion to be used, either directly or indirectly, to provide water service or sewer service to any other property regardless of whether the other property is owned by SCCCD or a third party.
 15. Reduction of Property Water Consumption. To the extent possible, SCCCD shall implement efforts to reduce water consumption. Efforts would include use of low-flow fixtures, consideration for areas of artificial turf, use of xeriscaping landscapes, and public awareness on water conservation measures. SCCCD shall at all times comply with all applicable local and state mandated water conservation measures and be subject to fines and penalties as allowed by law. SCCCD shall be subject to the City's water regulations including water conservation requirements, watering schedules, fines, and penalties.
 16. Construction of Public Water Facilities. All Public water facilities shall be constructed in accordance with the most current Department of Public Works standards, specifications, and policies.
- B. Additional Provisions. The following provisions shall apply to this entire Agreement:

1. Continuing Obligations and Responsibilities of SCCCD. SCCCD agrees to promptly pay to the City any and all fees for any water supplied by the City to SCCCD. All fees listed in the City's Master Fee Schedule are updated and amended from time to time by City's Council. Notwithstanding any other section of this Agreement, the fees and rates set forth by the Master Fee Schedule, as currently in effect or as it may be amended, are incorporated herein and shall have precedence over the fees listed in this Agreement and attached exhibits. SCCCD is responsible to pay the fees and rates as set forth by the Master Fee Schedule, except as otherwise specified in this Agreement. SCCCD agrees to maintain its water and sewer service accounts with the City in a current status. SCCCD acknowledges and agrees that should its water service account with the City become 60 days delinquent, the City shall have the right, at the City's sole option, to discontinue water and sewer service to SCCCD's property.
2. No Opposition to Annexation of Property. SCCCD agrees not to oppose, protest, or otherwise object to any proceeding involving the City's annexation of the Property in the future, no matter whether such proceeding is before LAFCo, the Council of the City, or any other legislative body, board, or commission, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of sanitary sewer or domestic water services, which might materially prejudice those holding an interest in the real property. SCCCD understands and agrees that this Agreement and the covenants contained herein are intended to be and shall act as a complete and irrevocable waiver of all such protest rights, whether or not such protest rights are sought to be exercised either as Owners of the Property, which is the subject of the annexation proceedings, or as a registered voter residing on the Property which is the subject of the annexation proceedings. SCCCD shall not be responsible for any charges or fees associated with or related to annexation proceedings solely due to the fact that the Property is part of an area proposed for annexation by the City. However, if SCCCD proposes a development for annexation by the City, whether or not including the Property, SCCCD may be subject to charges and fees associated with or related to such annexation proceedings, and nothing in the Agreement shall operate otherwise.

Except as otherwise provided in this Agreement, SCCCD further agrees that in the event they or any other person or legal entity hereafter succeeding SCCCD's interest in and to the Property or a part thereof seeks to protest the annexation contrary to and in breach of the provisions of this Agreement, the City shall be entitled to take the following actions:

- a. In the event a protest to the annexation is filed with the City, such protest shall be null and void and shall be disregarded by the City in determining the value of all protests to such annexation.
- b. In the event a protest to the annexation is filed with LAFCo or any other board or commission, this Agreement shall act as a complete bar to the acceptance and consideration of such protest by LAFCo or other board or commission at such time as the City files a copy of this Agreement with LAFCo or other board or commission.

3. Covenants Running with the Land. SCCCD acknowledges and agrees that all of SCCCD's covenants, agreements, promises, representations, and warranties as set forth in this Agreement are covenants running with SCCCD's property as defined in the applicable provisions of Sections 1457 et seq. of the California Civil Code. SCCCD's covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with SCCCD's successors and assigns and all parties and persons claiming under them. Within 30 days of execution by the last party to sign, SCCCD agrees to record a copy of this Agreement as a covenant running with the land.
4. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. SCCCD may not assign its rights and/or obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such consent by the City shall not, in any way, relieve SCCCD of its obligations and responsibilities under this Agreement.
5. Notice. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notice served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
6. Binding. Subject to Section 20, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
7. Compliance With Law. In providing the services required under this Agreement, SCCCD shall at all times, comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
8. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
9. Indemnification of City and Union Pacific Railroad Company. To the furthest extent allowed by law, SCCCD shall indemnify, hold harmless and defend the City and Union Pacific Railroad Company and each of their officers, officials, employees,

agents, volunteers and any other railroad company using Railroad Property at or near the location of worksite from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by City, SCCCD, Union Pacific Railroad Company or any other person, and from any and all claims, demands, liabilities, damages and actions in law or equity (including attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement and the performance of any or all work to be done in and upon the street rights-of-way or within SCCCD's property boundary, and premises adjacent thereto, pursuant to this Agreement, or arising or alleged to have arisen directly or indirectly in any way related to the construction, installation and operation of the new supply pipeline or its appurtenances by anyone occupying any portion of SCCCD's property including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses, and attorney fees arising from water quality compliance, a lack of volume of water, inadequate fire flow, lack of water pressure in, from or delivered to the new water supply pipeline, or lack of flow capacity in the new water supply pipeline. SCCCD's obligations under the preceding shall apply regardless of whether City or any of its officers, officials, boards, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If SCCCD should subcontract all or any portion of the work to be performed under this Contract, SCCCD shall require each subcontractor to indemnify, hold harmless and defend City, Union Pacific Railroad Company and each of its officers, officials, employees, agents, volunteers and other railroad companies in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

10. Insurance. Prior to the start of construction, and for five years following completion of the Water Main as detailed in this agreement, SCCCD or the contractor they hire shall pay for and maintain in full force and effect all insurance as required in Attachment E. If at any time during the life of the Agreement or any extension, SCCCD or any of its contractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SCCCD or the Contractor they hire shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SCCCD of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by SCCCD or the Contractor they hire shall not be deemed to release or diminish the liability of SCCCD or the Contractor they hire, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY and Union Pacific Railroad shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SCCCD or the Contractor they hire. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

11. Public Health, Safety, and Welfare. Nothing contained in this Agreement shall limit the City's authority to exercise its police powers, governmental authority or take other appropriate actions to address threats to public health, safety and welfare, including temporarily suspending water services as deemed appropriate by the City in its sole determination and discretion.
12. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
13. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
14. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
15. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provisions of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
16. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceedings or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
17. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
18. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within any Exhibit or Attachment hereto which purport to

modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
20. No Third-Party Benefits. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
21. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written agreement duly authorized and executed by both the City and SCCC.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation


STATE CENTER COMMUNITY
COLLEGE DISTRICT, a political
subdivision of the State of California

By: _____
Brock D. Buche
Director of Public Utilities

By:  _____
Name: Christine D. Miktarian

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: Vice Chancellor, Operations
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By:  _____ 11-22-22
Jennifer M. Quintanilla Date
for: Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy Date

REVIEWED BY:

Addresses:
CITY:
City of Fresno
Attention: Director of Public Utilities
Department of Public Utilities
1626 E Street
Fresno, CA 93706

State Center Community College District
Attn: Christine D. Miktarian, Vice
Chancellor, Operations
Operations and Information Systems
1171 Fulton Street
Fresno, CA 93721

- Attachments:
Attachment A – Property Deed
Attachment B – LAFCo Resolution OS-22-01
Attachment C – Pipeline Crossing Agreement
Attachment D – Department of Public Utilities, Master Water Service Fee Schedule
Attachment E – Insurance Requirements

Attachment A

Fresno County Recorder
Paul Dictos, CPA

2019-0105499

Recorded at the request of:
CHICAGO TITLE FRESNO - 7330

09/16/2019 10:31 22

Titles: 1 Pages: 6

Fees: \$0.00

CA SB2 Fees: \$0.00

Taxes: \$0.00

Total: \$0.00

RECORDING REQUESTED BY:
Chicago Title Company

Escrow No.: 45001575-450-SM
Title No.: 45001575

WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:
State Center Community College District
Christine D. Miktarian
1171 Fulton Street
Fresno, CA 93721

APN: 316-071-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares exemption under the following:

The document is executed or recorded by the state or any county,
municipality, or other political subdivision of the state, (GC 273881.1(a) (2)
(D)).

Property Address: 3276 E. North Avenue, Fresno, CA

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

This transfer is exempt from the documentary transfer tax.
The undersigned grantor(s) declare(s): This conveyance is exempt from the payment of a documentary transfer
tax pursuant to Revenue and Taxation Code Section 11922.

**THIS DOCUMENT IS BEING RECORDED FOR THE BENEFIT OF STATE CENTER COMMUNITY COLLEGE
DISTRICT AND IS EXEMPT FROM THE PAYMENT OF A RECORDATION FEE (GC 27383 AND GC 6108)**

The property is located Unincorporated area of Fresno County.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Parga Partners, a California general partnership

hereby GRANT(S) to

State Center Community College District, a political subdivision of the State of California

the following real property in the County of Fresno, State of CA:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Dated: September 7, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below..

Parga Partners, a California
general partnership

By: J-Mar Fowler, L.P.,
a California limited partnership
General Partner

By: J-Mar Development Company, Inc.,
a California Corporation
General Partner

By: _____
Dean Arakelian, President

By: Danken Farms, a California
limited partnership
General Partner

By: GZ Management, LLC,
a California limited liability company
General Partner

By: _____
Kenneth Parnagian, member

By: _____
Dennis Parnagian, member

This document is executed in counterparts,
each of which is deemed to be an original,
but such parts constitute one and the
same instrument.

NOTARY ACKNOWLEDGEMENT(S) TO GRANT DEED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno) SS:

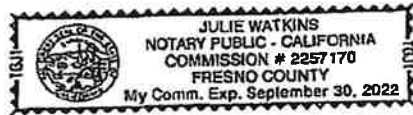
On September 11, 2019 before me, Julie Watkins, Notary Public
a Notary Public, personally appeared Kenneth Parnagian and Dennis Parnagian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie Watkins (Seal)



Dated: September 7, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Parga Partners, a California
general partnership

By: J-Mar Fowler, L.P.,
a California limited partnership
General Partner

By: J-Mar Development Company, Inc.,
a California Corporation
General Partner

By: Dean Arakelian
Dean Arakelian, President

This document is executed in counterparts,
each of which is deemed to be an original,
but such parts constitute one and the
same instrument.

By: Denken Farms, a California
limited partnership
General Partner

By: G2 Management, LLC,
a California limited liability company
General Partner

By: Kenneth Parnagian, member

By: Dennis Parnagian, member

*original attached
in counterpart*

NOTARY ACKNOWLEDGEMENT(S) TO GRANT DEED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno) SS:

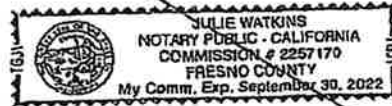
On September 11, 2019 before me, Julie Watkins, Notary Public
a Notary Public, personally appeared Kenneth Parnagian and Dennis Parnagian

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Julie Watkins (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

On September 12, 2019 before me, Julie Ann Ogan, Notary Public
(insert name and title of the officer)

personally appeared Dean Arakelian
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie Ann Ogan (Seal)



EXHIBIT A
LEGAL DESCRIPTION

For APN/Parcel ID(s): 318-071-23

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of the South half of the Southwest quarter of Section 19, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, lying West of the center line of Willow Avenue as now located and East of the East line of the West 1,361 feet of the South half of said Section 19, bounded and described as follows:

Beginning at the point of intersection of the center line of Willow Avenue and the South line of the South half of the Southwest quarter of said Section 19, which point is 113.5 feet West of the Southeast corner of the Southwest quarter of said Section 19; thence West along the South line of the Southwest quarter of said Section 19 a distance of 1,370.1 feet to a point thereon which is 1,361 feet East of the southwest corner of said Section 19; thence North parallel with the West line of the Southwest quarter of said Section 19 a distance of 1,324.7 feet to a point on the North line of the South half of the Southwest quarter of said Section 19; thence East along the North line of the South half of the Southwest quarter of said Section 19 a distance of 1,360.1 feet to a point on the center line of Willow Avenue, thence South along said center line a distance of 1,331.5 feet to the point of beginning.

Excepting therefrom all that portion described as follows:

Beginning at the Southwest corner of said Section 19; thence North $00^{\circ}20'21''$ East 30.04 feet along the West boundary of said Section 19, thence North $88^{\circ}14'27.4''$ East, 2,844.36 feet; thence South $01^{\circ}54'35.2''$ East, 54 feet to the South quarter corner of said Section 19; thence, South $88^{\circ}43'27''$ West, 2,845.70 feet along the South boundary of said Section 19 to the point of beginning.

Also that portion of the said South half of said Southwest quarter lying West of the centerline of Willow Avenue as now located and East of the East line of the West 1,361 feet of the South half of said Section 19 described as follows:

Beginning at a point North $00^{\circ}12'57''$ East 749.51 feet from the South boundary of said Section 19, on the centerline of said Willow Avenue; thence, North $89^{\circ}47'03''$ West 42.40 feet; thence, Southeasterly along the arc of a non-tangent curve, concave to the Northeast (having a 4,030 foot radius; a radius point which bears south $89^{\circ}47'03''$ East and a central angle of $07^{\circ}11'09''$) a distance of 505.43 feet; thence, South $06^{\circ}58'12''$ West, 85.94 feet to a point on the centerline of said Willow Avenue; thence, North $00^{\circ}12'51''$ East 589.37 feet along said centerline of Willow Avenue to the point of beginning, as granted to the County of Fresno by deed recorded August 15, 1968, Book 5602 Page 339, Document No. 57268.

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by grant deed from Parga Partners, a California general partnership, to State Center Community College District, a political subdivision of the state of California, is hereby accepted by Christine Miktarian, Vice Chancellor, Operations and Information Systems, on behalf of State Center Community College District pursuant to the authority conferred by the Board of Trustees of State Center Community College District, and State Center Community College District, as grantee, consents to recordation of said grant deed by its duly authorized representative below.

DATED: September 10, 2019

STATE CENTER COMMUNITY COLLEGE DISTRICT,
a political subdivision of the state of California

By: 

Christine Miktarian

Its: Vice Chancellor, Operations and Information Systems

Attachment B



Fresno Local Agency Formation Commission

March 15, 2022

Brock Buche, Director of Public Utilities
City of Fresno
2600 Fresno Street, Rm. 4019
Fresno, CA 93721

Dear Mr. Buche:

Subject: Resolution OS-22-01 authorizing the City of Fresno to extend sanitary sewer and domestic water services to the State Center Community College District's First Responders Campus at 3276 E. North Avenue

The City of Fresno's request to extend of sanitary sewer service to territory outside of the city limit and inside of the Fresno sphere of influence has been authorized. Please see the enclosed resolution.

Please contact me at your convenience with any questions.

Sincerely,



David E. Fey,
Executive Officer

enclosure

cc: LAFCo Commissioners
Dejan Pavic, DPU Manager, City of Fresno
Kevin Grey, Supervising Engineering Technician, City of Fresno
Brian R. Speece P.E., Ridgerunner Engineering
Bernard Jimenez, Planning & Resource Management Officer, Fresno County
Oscar Garcia, Fresno County Auditor-Controller/Treasurer-Tax Collector
Paul Dictos, Fresno County Assessor-Recorder
Buddy Mendes, County Supervisor, District 4

RESOLUTION NO. OS-21-09

**A RESOLUTION OF THE FRESNO LOCAL AGENCY FORMATION COMMISSION
AUTHORIZING AN EXTENSION OF SANITARY SEWER AND DOMESTIC WATER
SERVICES TO TERRITORY OUTSIDE OF THE FRESNO CITY LIMIT
WITHIN THE FRESNO SPHERE OF INFLUENCE**

WHEREAS, pursuant to Government Code (GC) section 56427, the Fresno Local Agency Formation Commission (LAFCo) determines spheres of influence, as defined in GC section 56076, for local agencies as a plan for the probable physical boundaries and service area of a local agency; and

WHEREAS, pursuant to GC sec. 56133 (c), LAFCo may authorize a city or special district to provide new or extended services outside of its jurisdictional boundaries in anticipation of a later change of organization; and

WHEREAS, on October 1, 2014, by Resolution No. 127, LAFCo delegated to the executive officer the authority to authorize extension of service requests under GC sec. 56133; and

WHEREAS, the executive officer has determined that an extension of service request shall be processed as an administrative action with notice of action given only to the affected local agency or agencies and the owner(s) of the affected territory; and

WHEREAS, the City of Fresno ("City") owns and operates a regional municipal wastewater collection and treatment system for the ratepayers in and around the City; and

WHEREAS, the City owns and operates a regional municipal water production, treatment and distribution system for the ratepayers in and around the City; and

WHEREAS, on February 9, 2022, the City filed an application with Fresno LAFCo to authorize extension of sanitary sewer and domestic water services to the State Center Community College District ("District") First Responders Campus at 3276 E. North Avenue, also identified as Assessor's Parcel Number 316-071-23T, and as depicted in Exhibit "A," (hereafter the "Subject Parcel") being outside of the corporate limits of the City but within the City's sphere of influence (SOI); and

WHEREAS, at this time, annexation of the Subject Parcel is not feasible because the city lacks a strategic and effective process to facilitate the submittal of a reorganization application to LAFCo; and

WHEREAS, no City water service is proximate to the Subject Parcel and in lieu of annexation to the City of Fresno may, by agreement with the District, extend water service approximately one-half mile to the Subject Parcel; and

WHEREAS, City sanitary sewer service is proximate and available to the Subject Parcel; and

WHEREAS, provision of water and sanitary services requires LAFCo's authorization under GC sec. 56133; and

WHEREAS, prior to connection of these services, the District, as owner of the Subject Parcel shall enter into an Extra-Territorial Agreement with the City, which shall incorporate a recorded covenant, stipulating that the District will not oppose future annexation to the City.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the authority delegated by the commission, I, David Fey, Executive Officer of the Fresno Local Agency Formation Commission, on this date hereby determine the extension of water and sanitary sewer services outside the Fresno city limits and within the Fresno SOI as described in this resolution hereby authorized subject to the following conditions:

1. The record owner of title to the Subject Parcel shall record a covenant, in a form reasonably acceptable to the City, stating that the record owner, and all subsequent owners of the Subject Parcel, shall not protest the future annexation of the Subject Parcel if such annexations are not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of sanitary sewer or domestic water services, which might materially prejudice those holding an interest in the real property.
2. This authorization is limited to the provision of sanitary sewer and domestic water services by the City identified in the administrative record of OS-22-01, incorporated herein by this reference. Further extension of this service or connection of other properties, or to a use not specifically described in this resolution are subject to Fresno LAFCo authorization.

BE IT FURTHER RESOLVED THAT pursuant to GC sec. 56895, any person or affected agency may file a written request with the executive officer requesting amendments to or reconsideration of the resolution. The request shall state the specific modification to the resolution being requested and shall state what new or different facts that could not have been presented previously are claimed to warrant the reconsideration. Notwithstanding GC sec. 56106, the deadlines set by this section are mandatory. The person or agency shall file the written request within 30 days of the adoption of the initial or superseding resolution making determinations.

CERTIFICATION

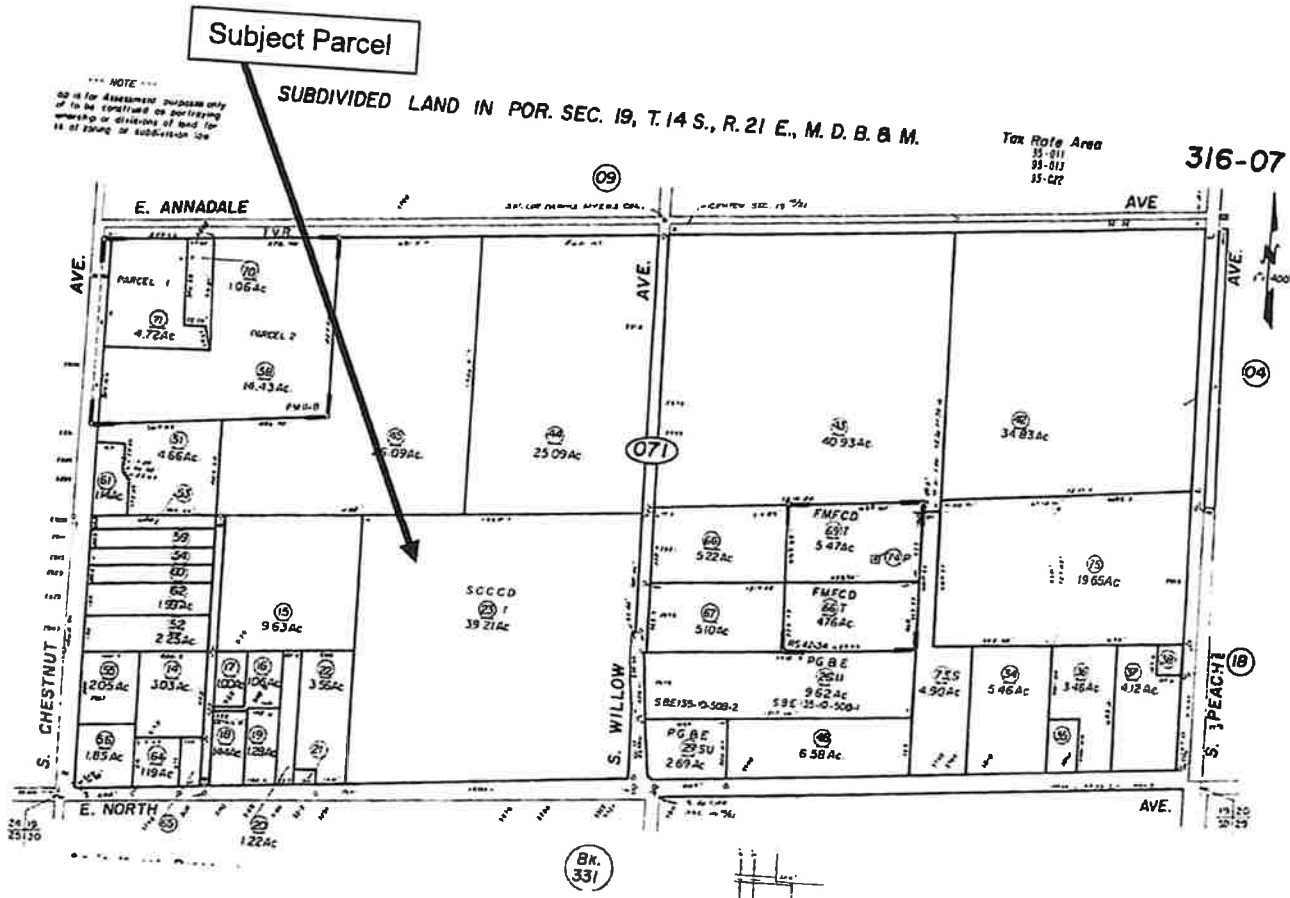
I, David E. Fey, Executive Officer of the Fresno Local Agency Formation Commission, Fresno County, State of California, hereby certify that pursuant to the authority delegated by the Fresno LAFCo to the executive officer, I approved the foregoing resolution on the 15th day of March, 2022.



DAVID E. FEY, Executive Officer
Fresno Local Agency Formation Commission

G:\LAFCo Projects\Cities\Fresno\OS\OS-22-01\Reso OS-22-01.docx

Exhibit A



Attachment C

PIPELINE CROSSING AGREEMENT

Mile Post: 210.18, Fresno (Industry Track 124) Subdivision
Location: Malaga, Fresno County, California

THIS AGREEMENT ("Agreement") is made and entered into as of March 21, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF FRESNO WATER DIVISION**, to be addressed at 1910 E. University Avenue, Fresno, California 93703 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground sixteen inch (16") steel domestic water pipe encased in a twenty eight inch (28") steel casing pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Malaga, Fresno County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 07, 2022, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground sixteen inch (16") steel domestic water pipe encased in a twenty eight inch (28") steel casing pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 4. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03316-79)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF FRESNO WATER DIVISION
1910 E. University Avenue
Fresno, California 93703

Article 11. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF FRESNO WATER DIVISION

By: Thomas Leddy

By: Robert A. Diaz

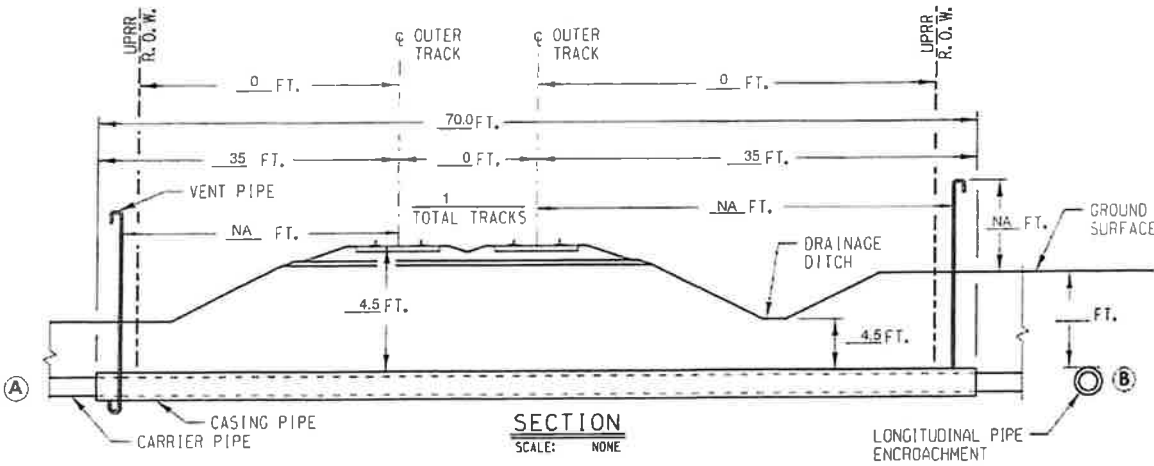
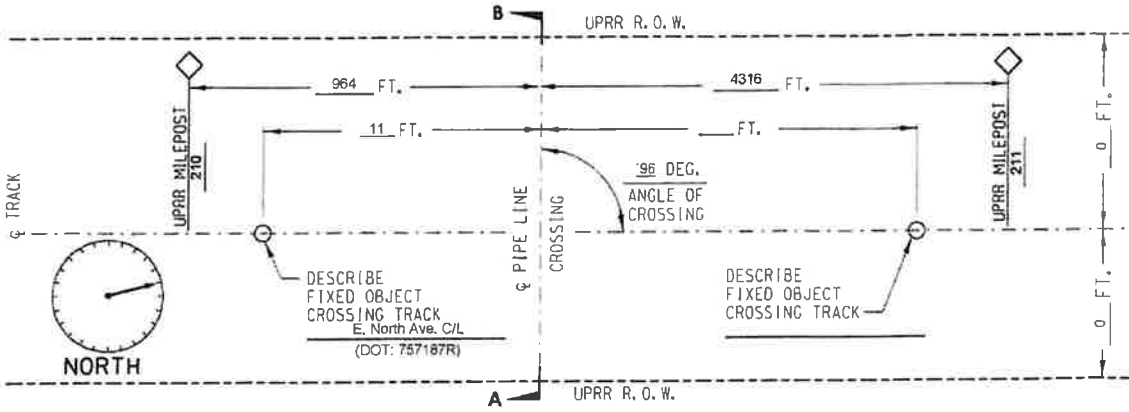
Thomas Leddy
Sr Analyst Real Estate

Name Printed: Robert A. Diaz

Title: Supervising Engineering Technician

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL DUCTILE IRON PIPE. IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED DOMESTIC WATER
 OPERATIONAL PRESSURE 70 PSI. MAOP 250 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0.3. DIAMETER 16 IN.
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 70 FT.
 WALL THICKNESS 0.438 IN. DIAMETER 28 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 32 AND 32.


 BUILDING AMERICA®	
EXHIBIT "A"	
SUBDIVISION: <u>Fresno Sub. (Industry Track 124)</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>210.18</u>	LAT.: <u>36.692452</u>
E.S.M.: <u>35+81 ±</u>	LONG.: <u>-119.737214</u>
NEAREST CITY: <u>MALAGA</u>	COUNTY: <u>FRESNO</u> STATE: <u>CA</u>
APPLICANT: <u>CITY OF FRESNO WATER DIVISION</u>	
FILE NO.: <u>0331679</u>	DATE: <u>4/22/2022</u>

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS: PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline

Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. **Definitions.** As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Attachment D

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

COMMUNITY SANITATION

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Illegal Pile - trash and debris		464
Total labor and equip first hour minimum	172.63	
Total labor and equip each additional 15 minutes after the first hour	41.98	
Refrigerator Disposal	8.00	

CONNECTION CHARGES - SEWER (FMC 6-304 and 6-305)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Deferment of Payment FMC 6-305 (c) applicable to existing single-family residences anywhere in the City's service area [and commercial or industrial development in the Enterprise Zone]:		407
Application		
Interest on unpaid balance / per annum, maximum 15-year term [* 2% above the City's pooled cash rate or maximum amount authorized by law, whichever is less as determined pursuant to FMC Section 6-305 (c)(1)	15.00 [Variable *]	
House Branch Sewer Charge		
House Branch Connection / Contract cost plus	100%	
Inspection/administration / Contract cost	10.00 +10%	
Interest charge (5 year limit) / Total	7%	
Lateral Sewer Charge		
Maximum lot depth 100 feet / per square foot	0.10	
Major Facilities Sewer Charge Unit	-0-	
Oversize Charge * Maximum lot depth 100 feet / per square foot	0.05	
* For parcels in the UGM area, oversize charges are deposited into separate UGM oversize charge service area accounts.		
Copper Avenue Sewer Lift Station Benefit Service Area Fee per Equivalent Dwelling Unit (EDU)	650.00	410

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

FACILITY CHARGES - SEWER (FMC 6-304 and 6-305)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Trunk Sewer Charge (Residential Users)		
Trunk sewer service area maps are maintained by the Director of the Public Works Department.		
Fee not applicable for development existing as of 10/01/92 in the Fowler Service Area per map (attached as Exhibit A).		
Cornelia Service Area / Living unit	419.00	
Fowler Service Area / Living unit	344.00	
Grantland Service Area / Living unit	419.00	
Herndon Service Area / Living unit	496.00	
UGM Trunk Sewer Fee	See Development Dept - UGM Fees	
Wastewater Facilities Sewer Charge (Residential Users)		
- for maps vested between October 25, 1992, through December 30, 1995 (Phase 1a) / per unit or LUE	1,910.00	
- for maps vested after December 30, 1995 (Phase 1b) / per unit or LUE (Reso 95-278, adopted 10/31/95)	2,119.00	
Wastewater Facilities Sewer Charge (Commercial & Industrial Users)		
Formula:		
Sewer Flow charge = (W * Sewer flow rate)		
BOD charge = (W + 1,000,000) * X * BOD rate)		
TSS charge = (W + 1,000,000) * Y * TSS rate)		
W = Sewer Flow in gallons/day		
X = BOD concentration in mg/L * 8.345		
Y = TSS concentration in mg/L * 8.345		
Sewer Flow rate / gallon per day	3.40	
BOD rate / per pound	760.88	
TSS rate / per pound	626.35	
Trunk Sewer Charge (Commercial and Industrial Users)		
Fowler Service Area / gallon per day	1.012	539
Grantland/Cornelia Service Area / gallon per day	1.233	539
Herndon Service Area / gallon per day	1.460	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SEWER REIMBURSEMENTS/CREDITS - SEWER MAINS (FMC 6-306)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Sewer oversize credit for private installation when required to be constructed to a size larger than 8 inches (per linear foot):		
10-inch diameter	2.50	
12-inch diameter	4.50	
15-inch diameter	8.00	
18-inch diameter	13.00	
21-inch diameter	19.00	
24-inch diameter	26.00	
27-inch diameter	31.00	
UGM area, except as provided in FMC 6-306 - maximum	17,000.00	
Extra depth credit for oversize sewer installations (per linear foot):		
Depth over 8 to 12 feet	1.00	
Depth over 12 to 16 feet	4.00	
Depth over 16 to 20 feet	9.00	
Depth over 20 feet	15.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Commercial Service Franchised Effective 12/05/2011		510
Commercial Recycling & Green Waste Service Franchised Effective 12/05/2011		510
Roll Off Service Franchised Effective 10/31/2011		510
Multi-Family Service Franchised Effective 12/05/11		510
Commercial/Multi-Family Recycling Service Franchised Effective 12/05/11		510
 SOLID WASTE, NON-BIN/COLLECTION SERVICES*		 483
Single-family Residential		
Basic service / per month		
One 96-gallon container one day per week	25.37	
Additional automated containers (12-month minimum) after first 96-gallon container:		
64-gallon container / per month	7.43	
96-gallon container / per month	10.25	
96-gallon green waste container / per month	3.87	
96-gallon recycling container / per month	3.74	
Alternative service / per month		
One 64-gallon container one day per week	19.20	
 Senior Citizen (62 years or older) meeting all the conditions listed below / per month:		 483
1 Service must be in name of senior citizen;		
2 Occupants of residence must be senior citizen or dependants of senior citizen;		
3 Benefitting senior citizen must meet California Public Utilities Commission poverty level guidelines;		
4 Benefitting senior citizen must notify the City when they no longer qualify.		
Basic service / per month		
One 96-gallon container one day per week	21.81	
One 64-gallon container one day per week	16.51	
 Container Exchange	 35.28	 554
Container Exchange for New 64 gallon container	72.49	565
Container Exchange for New 96 gallon container	82.71	565

* Fee changes effective 09/01/09

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Solid Waste, Special Haul		554
30 minute minimum	68.65	
Each additional 15 minutes or fraction over 30 minutes	16.00	
Illegal Dumping Cleanup		
1 hour minimum	377.11	561
Each additional 15 minutes	19.74	
Foreman's Charge	44.02	554
Skip Fee		528
1st two incidents each fiscal year	No Charge	
3rd incident and each incident thereafter in a fiscal year	16.27	554
Special Event Truck Rental Per Hour (2 hour minimum)	77.53	554
MULTI-FAMILY RESIDENTIAL, NON-BIN/COLLECTION SERVICES* **		483
Basic service shall be 0.3 cubic yard in 45-, 64-, or 96-gallon containers		
64-gallon container, one day a week / per month	19.20	
96-gallon container, one day a week / per month	25.37	
***This equates to one-half of the 96-gallon container rate.		
Additional automated containers (12-month minimum) after first 96-gallon container		483
96-gallon green waste container / per month	3.87	
96-gallon recycling container / per month	3.74	
Private Collection		
Collection Route Permit		
Year	325.00	
Month	28.00	
Service Location Permit		
Location per year	17.00	
When service cannot be adequately provided by City:		
Construction and Demolition Private Collection		
Material Diversion Fee	17.70	
Roll-off Franchise Application Fee	560.00	502
Code Violation Appeal Fee		
Single Family Residential up to two units	35.00	
Multi-Residential with three or more units	55.00	
Commercial Apartment Complex and Commercial Business	75.00	

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Container in View, Code Citation Penalties		435
1st Violation	Notice of Violation	
2nd Violation	Notice of Violation	
3rd Violation or thereafter (penalty to be determined by department director within specified range)	50.00-200.00, maximum 1,500 per period July 1 - June 30	
Improper Use of Container, Code Citation Penalties		435
1st Violation	Notice of Violation	
2nd Violation	Notice of Violation	
3rd Violation or thereafter (penalty to be determined by department director within specified range)	50.00-200.00, maximum 1,500 per period July 1 - June 30	
Unauthorized Removal of Segregated Recyclable Material Penalties		435
1st Violation, Minimum	100.00	
2nd Violation within one year, Minimum	200.00	
3rd Violation or thereafter within one year, Minimum	500.00	
Community Sanitation Services Only		In-Lieu
Residential - Customer per month	6.23	
Commercial - Service location per month	6.23	

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

Each Wastewater rate below consists of two components, Capital and Operation and Maintenance (O&M). This breakdown is listed below each rate for your information.

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Sewer Service Charges, Industrial Users (as defined in Section 6-302 of the FMC)		
High Industrial: Sewage effluent volume of 25,000 gallons in a single day, or Biochemical Oxygen Demand (BOD) greater than 265 mg/liter (mg/l), or Total Suspended Solids (TSS) greater than 300 (mg/l).		
Total fee amount is based on three components: Flow (in hundred cubic feet (HCF) or gallons), pounds of BOD, and pounds of TSS.		
Potable water, metered		
Per HCF¹	0.507	
Capital	0.173	
O&M	0.334	
=+ BOD / pound	0.261	
Capital	0.089	
O&M	0.172	
=+ TSS / pound	0.296	
Capital	0.101	
O&M	0.195	
or		
Per 1,000 gallons²	0.678	
Capital	0.231	
O&M	0.447	
=+BOD / pound	0.261	
Capital	0.089	
O&M	0.172	
=+ TSS / pound	0.296	
Capital	0.101	
O&M	0.195	

¹There are 748 gallons in a hundred cubic feet.

²Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

* Rates are effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
High Industrial (continued)		
Sewage effluent, metered		
Per HCF ¹	0.559	
Capital	0.191	
O&M	0.368	
=+ BOD / pound	0.261	
Capital	0.089	
O&M	0.172	
=+ TSS / pound	0.296	
Capital	0.101	
O&M	0.195	
or		
Per 1,000 gallons ²	0.749	
Capital	0.256	
O&M	0.493	
=+ BOD / pound	0.261	
Capital	0.089	
O&M	0.172	
=+ TSS / pound	0.296	
Capital	0.101	
O&M	0.195	
<i>Pounds of BOD or TSS can be calculated using the following formulas: Pounds BOD = (W ÷ 1,000,000) * 8.345 * BOD concentration in mg/l Pounds TSS = (W ÷ 1,000,000) * 8.345 * TSS concentration in mg/l Note: BOD concentration can be based on the actual or estimated value W=sewer or water flow in gallons/day</i>		
Low Industrial:		
Potable water, metered		
HCF ¹	1.077	
Capital	0.368	
O&M	0.709	
1,000 Gallons ²	1.44	
Capital	0.492	
O&M	0.948	
Sewage effluent, metered		
HCF ¹	1.185	
Capital	0.405	
O&M	0.780	
1,000 Gallons ²	1.583	
Capital	0.541	
O&M	1.042	

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* Rates are effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Minimum Charge		
Month	25.75	
Capital	8.80	
O&M	16.95	
Sewer Service Charges, Commercial Users - classification determined by concentration (mg/l) of Biochemical Oxygen Demand (BOD) or Total Suspended Solids (TSS) present in flow.		
High: BOD or TSS greater than or equal to 501 mg.		
Portable water, metered		
HCF¹	3.514	
Capital	1.201	
O&M	2.313	
1,000 Gallons²	4.698	
Capital	1.605	
O&M	3.093	
or		
Sewage effluent, metered		
HCF¹	3.864	
Capital	1.320	
O&M	2.544	
1,000 Gallons²	5.167	
Capital	1.766	
O&M	3.401	
Minimum Charge		
Month	25.75	
Capital	8.80	
O&M	16.95	
Medium: BOD or TSS without a range of 201-500 mg/l		
Portable water, metered		
HCF¹	1.792	
Capital	0.612	
O&M	1.180	
1,000 Gallons²	2.398	
Capital	0.819	
O&M	1.579	

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* Rates are effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Sewage effluent, metered		
HCF ¹	1.973	
Capital	0.674	
O&M	1.299	
1,000 Gallons²	2.637	
Capital	0.901	
O&M	1.736	
Minimum charge		
Month	25.75	
Capital	8.80	
O&M	16.95	
Low: BOD or TSS within the range of 0-200 mg/l		
Potable water, metered		
HCF ¹	1.077	
Capital	0.368	
O&M	0.709	
1,000 Gallons²	1.440	
Capital	0.492	
O&M	0.948	
or		
Sewage effluent, metered		
HCF ¹	1.184	
Capital	0.405	
O&M	0.779	
1,000 Gallons²	1.583	
Capital	0.541	
O&M	1.042	
Minimum Charge		
Month	25.75	
Capital	8.80	
O&M	16.95	
Sewer Service Charges, Residential Users		
Single Family:		
Unit per month	25.75	
Capital	8.80	
O&M	16.95	

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* Rates effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Senior Citizen (62 years or older) meeting all the conditions listed below / per month:	23.16	
1. Single-family residents only;		
2. Service must be in name of senior citizen;		
3. Occupants of residence must be senior citizen or dependants of senior citizen (not to exceed		
4. Benefitting senior citizen must notify the City when they no longer qualify.		
Multi-family:		
First unit / per month	25.75	
Capital	8.80	
O&M	16.95	
Each Additional unit / per month	17.29	
Capital	5.91	
O&M	11.38	
Sewer Service Charges, Schools (on the basis of average daily attendance):		
Kindergarten/elementary		
Student/Year	15.957	
Capital	5.453	
O&M	10.504	
Middle		
Student/Year	24.762	
Capital	8.462	
O&M	16.300	
Senior high		
Student/Year	29.866	
Capital	10.206	
O&M	19.660	
Parochial		
Student/Year	8.632	
Capital	2.950	
O&M	5.682	
College		
Student/Year	10.646	
Capital	3.638	
O&M	7.008	

* Rates are effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Hauled Waste Disposal		561
Septage and Non Domestic Waste		
1,000 gallons²	69.812	
Capital	13.496	
O&M	56.316	
High Strength Non Domestic Waste - per gallon	0.03	561
Hauled Waste disposal station badge:		464
Replacement / per badge	25.00	
Pretreatment Surcharges (monthly charges)		
Category I - Individual permit*	27.54	
Category II - General permit**	4.05	
Category III - No permit required***	1.29	
Category IV - All residential users	0.06	
<p>* All industrial high-strength and categorically regulated users. ** All commercial establishments which may require pretreatment and monitoring activity (automotive repair, bakeries--retail, car washes, hotels/motels with dining facilities, laundromats, markets with garbage disposals, mortuaries, nursing homes, printers, restaurants, shopping centers). ***No discharge of process water (automotive--retail, business/services).</p>		
Special Charges and Penalties		435
Television Inspection/Sewer		
CCTV Inspection		
per hour (one hour minimum)	182.73	539
CCTV Standby		
15- minute period	45.68	539
CCTV Inspection lateral tie-in (sewer mains less than 15" in diameter) per hour (one hour minimum)	116.88	539
Inspection cleaning for minor debris per hour (30 minutes minimum)	179.45	539
Video Inspection Sit-In per hour (one hour minimum)	114.63	539
Review Outside Contractor CCTV Inspection / per hour	143.25	561
Sewer Access Structure Channel Inspection / per hour	114.67	561
Disconnection or reconnection inspection fee / per inspection	12.50	
Discharge flow dye test / per-hour	129.23	539
Combo Truck rate / per hour	204.40	539
After-Hours Service Call (Single Responder) / per hour	95.34	561

¹ There are 748 gallons in a hundred cubic feet.

² Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Pretreatment Administrative Penalties		464
Notice of Non-compliance	250.00	480
Warning Notice	250.00	
Notice of Violation	500.00	
Consent Order	750.00	
Compliance Order	1,000.00	
Show Cause Order	1,000.00	
Administrative cost recovery charges for failure to meet reporting deadlines:		464
First day late	89.89	561
Each additional day late	44.95	
Composite Sampler Rental / per day	75.00	
Pretreatment enforcement charges/per hour	89.89	
Miscellaneous non-enforcement charges/per hour	89.89	
Laboratory Services		554
General Wet Chemistry / Bacteriological Analyses per hour	90.79	
Organic Analysis / per hour	89.10	
Inorganic Analysis / per hour	72.05	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Water, Metered Service Rate total charge shall be monthly meter service charge plus quantity charge based on usage.		522
Water Meter Service Charge, (meter size per month):		
Domestic		
3/4-inch or smaller	13.50	
1-inch	17.90	
1-1/2-inch	20.80	
2-inch	35.30	
3-inch	52.80	
4-inch	79.00	
6-inch	152.00	
8-inch	705.00	
10-inch	1,113.00	
12-inch	1,462.00	
Irrigation***		
3/4-inch or smaller	10.70	
1-inch	13.40	
1-1/2-inch	15.20	
2-inch	24.10	
3-inch	34.90	
4-inch	51.00	
6-inch	96.00	
8-inch	436.00	
10-inch	687.00	
12-inch	901.00	
Water Quantity Charge:		
All Customer Classes		
Each 100 Cubic Feet (HCF)	1.74	
1,000 gallons	2.33	
Water Affordability Credit for Income - Qualified		522
Single Family Residential Accounts Only, \$/Month	Up to \$5.00	

* Rates effective 7/1/16

** Rates shall be adjusted annually by staff to reflect the rates in effect as per Res. No. 2015-36

***These charges were previously charged at the Domestic service rate.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time ***</u>	<u>Current</u>	<u>Amnd</u>
Water Quantity Charge (continued):		
Wells, private (used for irrigation or commercial purposes when required to be metered)		
Each HCF	0.218	
1,000 gallons	0.290	
Water drawn from a fire hydrant / Minimum per month	29.97	
Backflow Prevention, Program Fee		540
Per assembly/per month	2.00	
Private Fire Protection Charges, \$/Month		
Private Hydrants	45.60	522
Fire Service Connections****		
1-inch	15.70	
1-1/2-inch	15.70	
2-inch	15.70	
2-1/2 and 3-inch	15.70	
4-inch	15.70	
6-inch	45.60	
8-inch	98.00	
10-inch	175.00	
12-inch	283.00	
Irrigation of City-Owned Property, Not Metered		
100 square feet	0.24	
Penalties		464
Fire hydrant, unauthorized use / first violation	500.00	
Each violation after first violation	1,000.00	

** Rates shall be adjusted annually by staff to reflect the rates in effect as per Res. No. 2015-36

*** Rates effective 7/1/16

**** These charges were previously a part of the Fire Protection Automatic Sprinkler Service charges.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Penalties (continued)		
Fire hydrant damage repair fee		
Excavation not required	669.00	561
Excavation required	100%	500
Delinquent notice		
Sewer connection, deferred payment plan, 60 days delinquent	2.00 + accumulated interest & principal installment	
Returning travel meter after permit expiration date per day	10.00	
Conditions of service work (related to Water Conservation, FMC 6-520(e))*		
First Month with Incident	Notice of Water Waste Issued	549
Second Month with Incident	25.00	
Third Third Month with Incident	50.00	
Fourth Month with Incident	100.00	
Fifth through Twelfth Month with Incident	100.00	
Illegal connection / per violation (See Service Work for disconnection, damage, and reinstallation of service after first incident.)	45.00	
Delinquent Payment		499
Utility billings / per billing for water, sewer, sanitation, and/or solid waste service if unpaid balance > \$10.00	2%	
Notification to discontinue services for non-payment of utility charges:		
Customers / per notification	8.00	
Customers with tenants / per tenant notified at a single billing address	2.00	
Minimum	8.00	
Research project fees / per hour	45.00	
Discontinuance of service for non-payment and restoration of service after payment		
Per Discontinuance / Restoration	15.00	

NOTE: The above fees are administered by the Utilities, Billing, and Collection Section of the Department of Public Utilities.

*Fines shall not be imposed upon incidents of water waste recorded by the City's water meter reading system until the passage of a Council resolution authorizing such fines.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Service Work (related to remedy of illegal water connection)		561
Blind washer installation / per service	129.00	
Blind washer removal / per service	129.00	
Service Disconnection / per service	301.00	
Service Restoration / per service	1,028.00	
Padlock on curb stop / per installation	10.00	
Intentional Damage to Meter/Meter Box/Angle Meter Stop/Curb Stop/ Automatic Meter Reading Equipment (Cost & Overhead)	100%	525
After-hours turn on service work:		561
Water, Discontinuance & Restoration of service (except emergency) per call	238.00	
Water, Temporary Service*		561
Single Family Residential (metered)	See Water Metered Service Rates	487
Fire hydrant permit	27.00	
Fire hydrant wrench deposit	125.00	
3-inch Fire Hydrant Meter Deposit	1,282.00	
Testing and Cleaning Fee	131.00	561

Deposits required shall be refunded upon the return of all equipment. Deductions shall be made for water service charges due and the cost of repair or replacement of damaged equipment. Any additional replacement costs will be billed to the customer. See Water Metered Service Rate section for the quantity and water meter service charges (3-inch Domestic Service).

* This fee to sunset as of January 1, 2013 for customers on a metered rate

** Rates shall be adjusted annually by staff to reflect the rates in effect as per
Res. No. 2015-36

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Well Drilling Permit and Inspection		561
Water Supply Well Permit / each	293.00	
Water Supply Well Inspection / each	359.00	
Monitoring Well Permit / each	293.00	
Monitoring Well Inspection / each	342.00	
Well Destruction & Abandonment		561
(Water Supply/Monitoring Wells / each)		
Well Abandonment Permit	293.00	
Well Abandonment Inspection	207.00	
Well Destruction Permit	293.00	
Well Destruction Inspection	342.00	
Underground Utility Remark Fee (per call back)	166.00	561
Sale of Surplus Dirt		456
City load / per yard of dirt	5.00	
Customer pick-up / per yard of dirt	1.20	

WATER CONNECTION CHARGES (FMC 6-507)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Deferment of Payment applicable to existing single-family residences Same basis and fees as sewer connection charges.	See FMC Sctn 6-305 (c)	
Frontage Charge		
Front foot or fraction	6.50	
Installation Charges		464
Meter & Service Installation (when installed together)		
1-inch	2,241.00	
1-1/2-inch	2,508.00	
2-inch	2,671.00	
Minimum residential service connections:		489
Lots less than 20,000 square feet (1-inch)		
Lots 20,000 square feet or greater (1-1/2-inch)		
Meter Installation (when installed on existing services)		415
1-inch	330.00	
1-1/2-inch	455.00	
2-inch	530.00	
Larger than 2-inch (FMC 6-507(a)(3))		
Cost plus overhead	100%	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Installation Charges (continued):		
Service Installation (without meter)		464
Service to house (between property line and house) can be reduced based upon setback, fixtures, etc., as provided in the UPC and UBC. (includes tap, service line, corp stop, curb stop and fittings)		
1-inch	2,178.00	
1-1/2-inch	2,363.00	
2-inch	2,486.00	
Larger than 2-inch (FMC 6-507(a)(3))		
Cost plus overhead	100%	
Water Capacity Fee^		530**
Meter Size*		
Up to 3/4	3,551.00	
1"	5,684.00	
1-1/2"	7,106.00	
2"	14,206.00	
3"	22,732.00	
4"	35,518.00	
6"	71,036.00	
8"	340,967.00	

*Fees for meters larger than 8-inches will be determined at the time the development is proposed to recover the cost of facilities required to meet the water demand for the meter size.

^Adjusted July 1 annually, beginning July1, 2018, based on the 20-City Construction Cost Index as reported in the Engineering New Record for the 12-month period ending in May of the year of the adjustment.

**530th Master Fee Schedule Amendment effective upon effective date of the Water Capacity Charge

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-516)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Transmission Grid Reimbursement ^A	See FMC 6-516	530**
Transmission Grid Main (TGM) credit/reimbursement for private installation when required to be constructed to transmission grid size (per linear foot):		
12-inch diameter	10.00	
14-inch diameter	14.50	
16-inch diameter	31.00	
24-inch diameter	41.00	
Maximum	10,000.00	
Trench surfacing credit for TGM installations (per linear foot):		
In existing asphalt concrete streets	10,000 or construction costs, whichever is less	
In existing non-asphalt concrete streets	6.00 or construction cost, whichever is less	

**530th Master Fee Schedule Amendment effective upon effective date of the Water Capacity Charge Ordinance.

Attachment E

Attachment E
INSURANCE REQUIREMENTS

(a) Prior to the start of construction, and for five years following the completion of the Water Main as detailed in this agreement, SCCCD or the contractor they hire shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY and Union Pacific Railroad Company and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, SCCCD or any of its contractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SCCCD or the Contractor they hire shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SCCCD of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SCCCD or the Contractor they hire shall not be deemed to release or diminish the liability of SCCCD or the Contractor they hire, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY and Union Pacific Railroad shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SCCCD or the Contractor they hire. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability

(including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

SCCCD or the Contractor they hire shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY and Union Pacific Railroad Company and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

* The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$2,000,000 per accident for bodily injury and property damage.

* "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. RAILROAD PROTECTIVE LIABILITY insurance. Contractor must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage)

on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

5. CONTRACTORS' POLLUTION LEGAL LIABILITY with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

- (i) \$2,000,000 per occurrence or claim; and,
- (ii) \$4,000,000 general aggregate per annual policy period.

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by CONTRACTOR pursuant to the Agreement.

UMBRELLA OR EXCESS INSURANCE

In the event SCCCD or the Contractor they hire purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY and Union Pacific Railroad Company and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SCCCD or the Contractor they hire shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice has been given to CITY, except 10 days for nonpayment of premium. SCCCD or the Contractor they hire is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SCCCD or the Contractor they hire shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SCCCD or the Contractor they hire shall provide a new certificate, and applicable endorsements, evidencing renewal of

such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General, Railroad Protective, Pollution, and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name CITY and Union Pacific Railroad Company and each of their officers, officials, employees, agents, and volunteers as an additional insured. SCCCD or the Contractor they hire shall establish additional insured status for the City and Union Pacific Railroad Company and each of them for all ongoing and completed operations under both Commercial General and Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Railroad Protective Liability policy shall be written on ISO form CG 00 35 12 04 or another endorsement that provides equivalent coverage on behalf of the Union Pacific Railroad Company only as named insured.

(v) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the SCCCD or the Contractor they hire's insurance shall be primary to and require no contribution from the City or Union Pacific Railroad Company. The Commercial General and Pollution Liability policies are required to include primary and non contributory coverage in favor of the City and Union Pacific Railroad Company for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City and Union Pacific Railroad Company and each of their officers, officials, employees, agents, and volunteers. If SCCCD or the Contractor they hire maintains higher limits of liability than the minimums shown above, City and Union Pacific Railroad Company requires and shall be entitled to coverage for the higher limits of liability maintained by SCCCD or the Contractor they hire.

(vi) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and Union Pacific Railroad Company and each of their officers, officials, agents, employees and volunteers.

(vii) The Commercial General, Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and Union Pacific Railroad Company and each of their officers, officials, agents, employees and volunteers.

(viii) H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

PROVIDING OF DOCUMENTS - SCCCS shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SCCCS shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of SCCCD shall also be required to provide all documents noted herein.

SUBCONTRACTORS - If SCCCD subcontracts any or all of the services to be performed under this Agreement, SCCCD shall require each contractor/subcontractor to meet the Insurance Requirements contained in this agreement.

EXHIBIT A – SCCCD EIR
ADDENDUM ETA



Exhibit A

Addendum No. 1

Extraterritorial Service (ETA) and Offsite Infrastructure Agreement Project

November 29, 2022

Prepared for:



City of Fresno, Department of Public Utilities
1626 E. Street
Fresno, California 93706

Prepared by:

Harris and Associates
Kristin Blackson, PMP, Senior Project Manager
600 B Street, Suite 2000
San Diego, California 92101

1.1 Project Summary

The following project is addressed for consistency with the 2021 First Responders Campus Project for State Center Community College District (SCCCD) and the certified Environmental Impact Report (2021 SCCC D EIR, SCH No. 2020039018). The project is the Extraterritorial Service (ETA) and Offsite Infrastructure Agreement (Project) between SCCC D and the City of Fresno (City).

Project name:	Extraterritorial Service (ETA) and Offsite Infrastructure Agreement for the First Responders Campus Project.
Project location:	The northwest corner of East North and South Willow Avenues, southeast of the City's corporate boundaries in Fresno County, and incorporates Fresno County Assessor's Parcel Number 316-071-23T.
Lead agency's name and address:	The City of Fresno, Department of Public Utilities 1626 E. Street Fresno, California 93706
Contact person:	Brock D. Buche, Director
Project sponsor's name and address:	The City of Fresno, Department of Public Utilities 1626 E. Street Fresno, California 93706
Location of administrative record:	The City of Fresno, Department of Public Utilities 1626 E. Street Fresno, California 93706
Previously Certified 2021 EIR:	The First Responders Campus Project includes the development and operation of new educational and administrative facilities to provide instruction and training for police, fire, corrections, EMT and paramedic programs at a single specialized campus. The project would encompass approximately 20.0 acres of a 39.21-acre parcel. The First Responders Campus Project and the 2021 SCCC D EIR are available for viewing online at

<https://ceqanet.opr.ca.gov/2020039018/4> or at the following location:

State Center Community College District
1171 Fulton Street
Fresno, CA 93721

1.2 2021 Project Description and Background

The 2021 First Responders Campus Project and 2021 SCCC CD EIR includes the development and operation of new educational and administrative facilities to provide instruction and training for police, fire, corrections, EMT and paramedic programs at a single specialized campus. The project would encompass approximately 20.0 acres of a 39.21-acre parcel located at the northwest corner of Willow and North Avenues in Fresno County, approximately one-quarter mile southeast of the existing City of Fresno city limits. The project site is within the City of Fresno Sphere of Influence, and the scope of the project includes future annexation to the City of Fresno.

Facilities planned as part of the proposed campus include approximately 61,600 square feet of academic building space and approximately 116,300 square feet of space for specialized site facilities. The academic buildings would house the District's Police, Fire, and EMS programs and include facilities such as classrooms, breakout rooms, conference rooms, administrative offices, restrooms, lounges, locker rooms, and storage space. The specialized site facilities include a scenario village, physical training areas, a grinder pad, a portable burn tower structure, a burn box, a driving pad, maintenance/facilities yard, and vehicle storage. The campus would also include asphalt-paved parking areas, landscaping, and a retention pond. The campus is planned to accommodate up to approximately 270 students at one time and be staffed by up to 50 employees, including administrators, faculty, and support staff. Operational hours would range from 7:00 am to 10:00 pm on weekdays throughout the year, with most activity on the campus taking place during morning and afternoon hours and more limited activities occurring during evenings and weekends.

1.3 Project Location and Setting

The project is located on a 39.21-acre parcel situated at the northwest corner of Willow and North Avenues in an unincorporated area of Fresno County approximately 0.25 miles from the City of Fresno city limits (Fresno County APN 316-071-23). The project site encompasses the western 20.0 acres of the parcel. The project site parcel is currently vacant. Previously, the parcel had been used for agricultural purposes and was most recently farmed during 2017. The parcel also previously contained a single-family residence and accessory structures, which were demolished after having fallen into disrepair.

The area surrounding the project site consists of a mixture of industrial, commercial, agricultural and rural residential uses. A large industrial area with many industrial and commercial operations existing immediately south of the site. East of the site are agricultural areas, few rural-density single-family residences, a PG&E electrical substation, and vacant land. North of the site are agricultural areas, truck/trailer storage areas, and vacant land. West of the site are a cluster of rural-density single-family residences, a radio transmission tower, and vacant land. South of the site are several buildings which house commercial and industrial uses. The project site is also in the vicinity of the unincorporated communities of Malaga (located approximately 0.5 miles south) and Calwa (located 1.5 miles northwest). Notable roadways in the area include SR-99, Chestnut Avenue, Golden State Boulevard, Jensen Avenue, and North Avenue.

1.4 Proposed Project

SCCCD is presently constructing the Campus site and anticipates it to be complete and operational for the 2023-2024 school year. The Campus is located outside the City of Fresno, but within the City's Sphere of Influence. While SCCCD does not plan to annex the property to the City at this time, SCCCD has requested to extend municipal water and sewer services to the Campus site. These extensions include a 16-inch diameter water main from the point of service in East North Avenue commencing west of South Chestnut Avenue and extending to South Willow Avenue to the east boundary of the Campus site, then continue north in South Willow Avenue to a point just south of East Jensen Avenue; and a sewer connection which will tie to the 66-inch diameter sanitary sewer main in East North Avenue existing across the Campus' frontage. The water main extension includes bore and jack casing installations under the Union Pacific Railroad crossing and Fresno Irrigation District – Central No. 33 Canal crossing, both of which are located west of South Chestnut Avenue. The 16-inch diameter water main will connect to an existing 14-inch diameter water main in East North Avenue approximately 1,350-feet west of the intersection with South Chestnut Avenue. Approximately 4,060-feet of 16-inch diameter water main, including installation of public fire hydrants, will be constructed in East North Avenue, and approximately 4,330-feet on 16-inch diameter water main, including installation of public fire hydrants, will be constructed in South Willow Avenue, connecting to an existing 14-inch diameter water main in South Willow Avenue approximately 942-feet south of East Jensen Avenue. All water main construction will occur in the County Road right-of-way.

Pursuant to Section 56133 of the Government Code, a City or District principally in Fresno County may provide new or extended services by contract or agreement outside its boundaries only if it requests and receives approval from LAFCo. Due to SCCCD's decision to not annex the school site to the City of Fresno, the City applied for an extension of services on behalf of SCCCD to obtain sewer and water services from the City of Fresno by agreement. City staff has negotiated an Extraterritorial Service and Offsite Infrastructure Agreement with SCCCD. The agreement outlines the installation and maintenance of water and sewer facilities to serve the school site, and

the payment of appropriate fees, charges and other payments for connection. Implementation of the agreement is consistent with the scope and analysis of the 2021 SCCCD EIR.

Implementation of the project would require approvals from the following additional Responsible Agencies:

- The County of Fresno must review and approve plans and accept improvements related to the provision of public street access.
- Fresno Metropolitan Flood Control District (FMFCD) must review and approve any plans for storm drainage improvements or modifications.
- The San Joaquin Valley Air Pollution Control District must review and approve the Rule 9510 Indirect Source Review application and determine compliance with Regulation VIII and any other applicable rules and regulations.
- The Fresno County Health Department must review and approve any plans for food preparation and service facilities.

The California Department of Fish and Wildlife is the only Trustee Agency identified for the project. The agency has jurisdiction over biological resources the project may impact.

1.5 Public Review Process

Public Review Process SCCCD has undertaken the following steps in the public review process for the 2021 SCCCD EIR:

- Prior to deciding to prepare an EIR for the project, SCCCD initially sent a Request for Consultation (RFC) for the project to all responsible, trustee, and interested agencies for the project. The RFC was also sent to nearby property owners and residents. The RFC included a summary description of the project, its location, and potential environmental effects. The purpose of the RFC was to solicit guidance from the agencies as to the scope and content of the environmental information that should be included in the project's evaluation of environmental impacts, and to allow nearby property owners and residents to provide environmental comments on the project for the District's consideration.
- SCCCD distributed a Notice of Preparation (NOP) for the project to all responsible, trustee, and interested agencies for the project, as well as nearby property owners and residents. The purpose of the NOP was to solicit guidance from the agencies as to the scope and content of the environmental information to be included in the EIR and preliminary input from nearby property owners and residents.
- SCCCD distributed a Notice of Availability (NOA) for the Draft Project EIR. The notice stated that the District completed the Draft EIR and included a brief description of the project and its location, an address where copies of the Draft EIR were available, and a review period during which the agencies and the public may submit comments on the Draft EIR.
- The NOA was sent for publication to the CEQA State Clearinghouse for the State Center Community College District First Responders Campus Project EIR; published the notice

in a newspaper of general circulation in the area affected by the project; posted the notice along with project documents on the District's website consistent with requirements set forth under Executive Orders affecting the posting of environmental documents during California's State of Emergency related to COVID-19; mailed the notice to all organizations and individuals who previously requested the notice in writing; and mailed the notice to the owners and occupants of properties adjacent to the project area.

- SCCCD prepared a Final EIR for the project, which included revisions to the Draft EIR, responses to comments received during the public review period for the Draft EIR, and a Mitigation Monitoring and Reporting Program. The District provided the Final EIR to anyone who commented on the Draft EIR at least 10 days prior to Board consideration of the project approval.
- The Final EIR was presented to the SCCCD Board of Trustees for review and certification as part of its consideration of the project. The 2021 SCCCD EIR was certified in November 2021.

1.6 Environmental Determination

SCCCD previously prepared the 2021 First Responders Campus Project and certified EIR (2021 SCCCD EIR, SCH No. 2020039018). This Addendum to the EIR addresses changes to the project as described in the 2021 EIR. Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 and 15164 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 of the State CEQA Guidelines apply. The project would establish an agreement to which utilities would be provided to the project site, consistent with the impacts described in the previous EIR. There are no substantial changes to the project, no changes in circumstances have occurred, and no new information of substantial importance has manifested, would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines to add minor clarifying details to the project description. Public review of this Addendum is not required per CEQA.

1.7 Evaluation of Project Environmental Impacts

Environmental Topics Addressed

The following environmental resources, if checked below, would be potentially affected by this project and would involve at least one significant impact that substantially exceeds or is otherwise outside the scope of activities evaluated for potential environmental effects in the 2021 SCCCD EIR:

If “None” is checked below, this project is deemed entirely consistent with and covered by the environmental analysis contained in the 2021 SCCCD EIR.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Air Quality | <input type="checkbox"/> Biological Resources |
| <input type="checkbox"/> Cultural and Tribal Cultural Resources | <input type="checkbox"/> Energy | <input type="checkbox"/> Geology and Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Hydrology and Water Quality |
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Noise | <input type="checkbox"/> Population and Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |
| <input checked="" type="checkbox"/> None | | |

This EIR Addendum documents whether or not the project is consistent with the 2021 SCCCED EIR and on the basis of this evaluation and pursuant to the CEQA Guidelines:

- I find that the Project WOULD NOT have new significant effects on the environment that have not already been addressed by the 2021 SCCCED EIR, no substantial changes have occurred with respect to the circumstances under which the project will be undertaken, and no new information of substantial importance to the project has been identified. However, minor technical changes or additions are necessary, and in accordance with Section 15164 of the CEQA Guidelines, an ADDENDUM has been prepared.
- I find that although the Project WOULD have one or more new significant effects on the environment, there will not be a significant effect in this case because new project-specific mitigation measures have been identified that would reduce the effects to a less than significant level. In accordance with Section 15162 of the CEQA Guidelines, a TIERED MITIGATED NEGATIVE DECLARATION has been prepared.
- I find that the Project MAY have a new significant effect on the environment that was not adequately addressed in the previous EIR or a significant effect previously examined will be substantially more severe than shown in the previous EIR, and there may not be feasible mitigation which would reduce the new significant effect to a less than significant level. In accordance with Section 15162 of the CEQA Guidelines, a TIERED ENVIRONMENTAL IMPACT REPORT is required.



Signature of Project Sponsor

11/29/22

Date

Section 2 Applicable Mitigation Measures

The following mitigation measures from the certified 2021 SCCCD EIR Mitigation Monitoring and Reporting Program would be applicable to the impacts associated with the 2021 First Responders Campus Project. No new significant impacts or increased severity in impacts that were not analyzed in the 2021 First Responders Campus Project have been identified; therefore, no additional project-specific mitigation is required.

2.1 Air Quality

MM AQ-1. On-road diesel vehicles shall comply with Section 2485 of Title 13 of the California Code of Regulations. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:

- a. Shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location, except as noted in Subsection (d) of the regulation; and,
- b. Shall not operate a diesel-fueled auxiliary power system to power a heater, air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5.0 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation.

MM AQ-2. Heavy-duty, off-road diesel-fueled equipment (50 horsepower, or greater) shall comply with the 5-minute idling restriction identified in Section 2449(d)(2) of the California Air Resources Board's In-Use Off-road Diesel regulation.

MM AQ-3. Heavy-duty, off-road diesel-fueled equipment (50 horsepower, or greater) shall be fitted with diesel particulate filters, per manufacturer's recommendations, or shall meet at minimum Tier 3 emissions standards. To the extent locally available, Tier 4 should be used.

MM AQ-4. Signs shall be posted at the project site construction entrance to remind drivers and operators of the state's five-minute idling limit. **MM AQ-5.** To the extent available, fossil-fueled equipment shall be replaced with alternatively-fueled (e.g., natural gas) or electrically-driven equivalents. **MM AQ-6.** Construction truck trips shall be scheduled, to the extent possible, to occur during non-peak hours. **MM AQ-7.** The burning of vegetative material shall be prohibited.

MM AQ-8. The proposed project shall comply with SJVAPCD Regulation VIII for the control of fugitive dust emissions. Regulation VIII can be obtained on the SJVAPCD's website: <https://www.valleyair.org/rules/1ruleslist.htm>. At a minimum, the following measures shall be implemented:

- a. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- b. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- c. All land clearing, grubbing, scraping, excavation, land leveling, grading, and cut & fill activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- d. When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- e. Trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)
- f. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
- g. On-road vehicle speeds on unpaved surfaces of the project site shall be limited to 15 mph.
- h. Sandbags or other erosion control measures shall be installed sufficient to prevent silt runoff to public roadways from sites with a slope greater than one percent.
- i. Excavation and grading activities shall be suspended when winds exceed sustained speeds of 20 miles per hour (Regardless of wind speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation).

MM AQ-9. The above measures for the control of construction-generated emissions shall be made available to project contractors and included on site grading and construction plans.

2.2 Biological Resources

MM BR-1: Special Status Birds

1. Avoidance. If feasible, any vegetation removal will take place between September 1 and February 1 to avoid impacts to nesting birds in compliance with the Migratory Bird Treaty Act. If vegetation removal must occur during the nesting season, project construction may be delayed due to actively nesting birds and their required protective buffers.

2. Pre-construction Surveys.

a. If vegetation removal or ground disturbance will commence between February 1 and August 31, a qualified biologist will conduct a preconstruction survey for nesting birds within 10 days of the initiation of disturbance activities. This survey will cover:

i. Potential nest sites in trees, bushes, or grass within species-specific buffers of the project area (Swainson's hawk – 0.5 mile, other raptor species – 500 feet, non-raptor species – 250 feet).

ii. Survey protocol developed by the Swainson's Hawk Technical Advisory Committee (TAC) should be followed, which includes survey timing and requirements for repeated visits.

b. If no active nests are detected during the pre-construction survey, then no further action is required. If an active nest is detected, then minimization measures (described below) shall be implemented.

3. Minimization/Establish Buffers.

a. Special status bird species and MBTA-protected species: If any active nests are discovered (and if construction will occur during bird breeding season), the USFWS and/or CDFW will be contacted to determine protective measures required to avoid take. These measures could include fencing off an area where a nest occurs, or shifting construction work temporally or spatially away from the nesting birds. Biologists are required on site to monitor construction while protected migratory birds are nesting in the project area to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. If an active nest is found after the completion of the pre-construction surveys and after construction begins, all construction activities will stop until a qualified biologist has evaluated the nest and erected the appropriate buffer around the nest.

4. If avoidance is not possible a qualified biologist will develop appropriate mitigations that will reduce project impacts to sensitive biological resources to a less than significant level. The type and amount of mitigation will depend on the resources impacted, the extent of the impacts, and the quality of habitats to be impacted. Mitigations may include, but are not limited to: 1) Compensation for lost habitat in the form of preservation or creation of in-kind habitat protected by conservation easement; 2) Purchase of appropriate credits from an approved mitigation bank or land trust servicing the Tulare County Area; 3) Payment of in-lieu fees.

5. Take Authorization. In the event an active Swainson's hawk nest is detected during surveys and the one-half mile no-disturbance buffer around the nest cannot feasibly be implemented, SCCCD shall consult with CDFW is warranted to discuss how to implement the project and avoid take. If

take cannot be avoided, take authorization through the acquisition of an Incidental Take Permit (ITP), pursuant to Fish and Game Code section 2081 subdivision (b) is warranted to comply with CESA.

MM BR-2: Burrowing Owl

1. Pre-construction Surveys.

a. Surveys for burrowing owl will occur within 14 days prior to any ground disturbance, no matter the season. Surveys will cover potential burrowing owl burrows in the project area and suitable habitat within 150 m (500 ft). Evaluation of use by owls shall be in accordance with California Department of Fish and Wildlife survey guidelines (CBOC 1993, CDFG 1995, CDFG 2012). Surveys will document if burrowing owls are nesting or using habitat in or directly adjacent to the project area. Survey results will be valid only for the season (breeding (Feb 1-Aug 31) or non-breeding (Sept 1-Jan 31) during which the survey is conducted.

b. If no active burrows are detected during the pre-construction surveys, then no further action is required. If an active burrow is detected, then minimization measures (described below) shall be implemented.

2. Minimization/Establish Buffers: If burrowing owl are detected within the survey area, CDFW will be consulted to determine the suitable buffer, which can range from 50-500 meters depending on the level of disturbance of the project activity, existing disturbance of the site (vehicle traffic, humans, pets, etc.), and time of year (nesting vs. wintering). If avoidance is not feasible, the District will work with CDFW to determine appropriate mitigation, such as passive exclusion or translocation, and associated mitigation land offset (CDFG 2012).

2.3 Cultural Resources

MM CR-1: Prior to the start of ground disturbing activities, a field survey of the site shall be conducted by a qualified cultural resources specialist to ascertain whether there are cultural resources on the surface of the project site. If surface resources are encountered and determined by the cultural resources specialist to be potentially significant, the specialist shall make recommendations to the Lead Agency on mitigation measures to be implemented to protect the discovered resources in accordance with CEQA Guidelines §15064.5 and Public Resources Code §21083.2.

MM CR-2: If cultural resources are encountered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified cultural resources specialist shall be consulted to determine the significance of the resources in accordance with CEQA Guidelines §15064.5. If potentially significant, the qualified cultural resources specialist shall make recommendations to

the Lead Agency on mitigation measures to be implemented to protect the discovered resources in accordance with CEQA Guidelines §15064.5 and Public Resources Code §21083.2.

MM CR-3: If cultural remains are encountered during ground disturbing activities, work shall stop in the immediate vicinity of the find and the County Coroner notified in accordance with Health and Safety Code §7050.5 and CEQA Guidelines §15064.5(e). If the remains are determined to be of Native American descent, the procedures and requirements set forth in CEQA Guidelines §15064.5(d) and (e) and Public Resources Code §5097.98 shall be implemented.

2.4 Geology and Soils

MM GS-1: If paleontological resources are discovered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified paleontologist shall be consulted to determine whether the resources require further study. If the resources are determined to be potentially significant, the qualified paleontologist shall make recommendations to the District on the measures that shall be implemented to protect the discovered resources, including but not limited to, excavation and evaluation of the find, as well as providing the resources to an appropriate institution or person who is capable of providing long-term preservation to allow future scientific study.

2.5 Greenhouse Gas Emissions

MM GHG-1: To reduce the project's generation of greenhouse gas (GHG) emissions, the following measures shall be implemented at the project site prior to its initial operation and maintained throughout its operation:

- a. The project shall install infrastructure for at least 18 electric vehicle (EV) charging stations. Further, the District shall pursue grant or other funding sources to implement EV charging stations on the site.
- b. The project shall install bicycle parking and shower/locker facilities.
- c. SCCCDC shall establish a program (or programs) which promote alternatives to single-occupancy vehicle trips at the First Responders Campus. This shall include establishing a ride-sharing or ride-matching program that functions to coordinate pooled travel between the First Responders Campus and other SCCCDC campuses, such that students and staff are able to make pooled trips to and from the First Responders Campus during periods of regular instruction at the project; instituting parking charges for students and employees at the campus; and providing a transit subsidy for students (e.g., free bus passes, as funding allows).
- d. SCCCDC shall act to promote improved and increased access to transit for the project. In addition to the transit subsidy for students provided under c, above, SCCCDC shall coordinate with the City

of Fresno's Department of Transportation (FAX) regarding transit service in the vicinity of the project site, specifically to promote the routing of transit lines and placement of transit stops at the project site.

2.6 Noise

MM N-1: The following measures shall be implemented to reduce construction generated noise levels.

a. Noise-generating construction activities including equipment maintenance, shall be limited to the hours between 6:00 a.m. and 9:00 p.m. on weekdays, and between 7:00 a.m. and 5:00 p.m. on Saturday or Sunday.

b. Stationary construction equipment that generates noise that exceeds 65 dBA at the project boundaries shall be shielded with a barrier that meets a sound transmission class rating of 25.

c. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers.

d. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.

e. Construction staging areas shall be located at the furthest distance possible from nearby residential land uses.

2.7 Transportation

MM T-1: To ensure compatibility with the future planned widening of North Avenue set forth in the long-range planning of the City of Fresno and County of Fresno, the project site shall maintain a physical configuration which will allow for related improvements to facilitate appropriate widening of North Avenue as an arterial street, such as curb and gutter and utility relocations.

MM T-2: (Advisory LOS Measure – Not Required by CEQA) SCCCDC shall be responsible for contributing its proportionate share of the installation of improvements at the intersections identified in Equitable Share Responsibility Calculation (Table 21 in the Traffic Impact Study included as Appendix E of the EIR). Fair share contributions shall only be made for those facilities, or portion thereof, currently not funded by the responsible agencies roadway impact fee program(s) or grant funded projects, as appropriate. It is recommended that SCCCDC work with the City of Fresno and Fresno County to develop the estimated construction costs.

MM T-3: To reduce the project's generation of vehicle miles traveled (VMT), the following measures shall be implemented at the project site prior to its initial operation and maintained throughout its operation:

a. The project shall install infrastructure for at least 18 electric vehicle (EV) charging stations. Further, the District shall pursue grant or other funding sources to implement EV charging stations on the site.

b. The project shall install bicycle parking and shower/locker facilities.

c. SCCCDC shall establish a program (or programs) promoting alternatives to single-occupancy vehicle trips at the First Responders Campus. This shall include establishing a ride-sharing or ride-matching program that functions to coordinate pooled travel between the First Responders Campus and other SCCCDC campuses, such that students and staff are able to make pooled trips to and from the First Responders Campus during periods of regular instruction at the project; parking charges for students and employees; and a transit subsidy for students (e.g., free bus passes, as funding allows).

d. SCCCDC shall act to promote improved and increased access to transit for the project. In addition to the transit subsidy for students provided under c, above, SCCCDC shall coordinate with the City of Fresno's Department of Transportation (FAX) regarding transit service in the vicinity of the project site, specifically to promote the routing of transit lines and placement of transit stops at the project site.

2.8 Tribal Cultural Resources

MM TC-1: If tribal cultural resources are discovered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified professional with expertise in tribal cultural resources shall be consulted to recommend an appropriate course of action with the input of potentially affected tribes. If it is determined that the project may cause a substantial adverse change to a tribal cultural resource, mitigation measures to be considered should include those identified in Public Resources Code Section 21084.3.

Section 3 References

The primary sources of information for the project-level Addendum are the 2021 SCCCD EIR, including all relevant technical studies and references noted in those documents, which are incorporated by reference herein.

EXHIBIT B – FINDINGS AND SOC

Exhibit B

**STATE CENTER COMMUNITY COLLEGE DISTRICT
FIRST RESPONDERS CAMPUS PROJECT**

State Clearinghouse No. 2020039018

**Extraterritorial Service (ETA) and Offsite Infrastructure
Agreement Project**

**California Environmental Quality Act
Findings and Statement of Overriding
Considerations**

December 1, 2022

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I. Introduction

This Attachment contains the Findings and Statement of Overriding Considerations for Addendum 1 to the First Responders Campus Project and Final Environmental Impact Report (EIR), approved and certified by the State Center Community College District (SCCCD). This Addendum is to implement the Extraterritorial Service (ETA) and Office Infrastructure Agreement for the First Responders Campus Project, to be approved and undertaken by the City of Fresno (City) as a Responsible Agency. The requirements for findings and statements of overriding considerations are contained in the California Environmental Quality Act (“CEQA”) and in Title 14, California Code of Regulations, Chapter 3, Guidelines for Implementation of the California Environmental Quality Act (“State CEQA Guidelines”). Pertinent sections from the State CEQA Guidelines are as follows:

Findings: State CEQA Guidelines Section 15091:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

(1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

(3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

Statement of Overriding Considerations: State CEQA Guidelines Sections 15093(a) and (b):

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project, including region-wide or statewide environmental benefits, outweigh the unavoidable adverse effects, the adverse environmental effects may be considered “acceptable.”

(b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the Final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The Statement of Overriding Considerations shall be supported by substantial evidence in the record.

Record of Proceedings

These findings are based upon the information contained in the record of proceedings, including the Notice of Preparation and all other public notices issued by the District and the City; the Final EIR (which incorporates the Draft EIR and its Appendices); all comments and recommendations received on the Draft EIR, either verbatim or in summary; all responses to comments submitted on the Draft EIR; the Mitigation Monitoring and Reporting Program (MMRP) for the Project; and Addendum 1.

Custodian and Location of Records

State Center Community College District is the custodian of the documents and other materials that constitute the administrative record for the Project. Copies of these documents, which constitute the record of proceedings, are available for review upon request at the SCCC District Operations Office, 1171 Fulton Street, Sixth Floor, Fresno, CA 93721, (559) 243-4200.

II. Findings for Significant Impacts of the Project

a. Introduction

Based on the Final EIR (which incorporates the Draft EIR and its Appendices), this section presents the significant effects of the Project, the mitigation measures identified to avoid or reduce the significant effects and the finding(s) adopted for each significant effect.

Potentially significant environmental effects of the project have been identified in the following subject areas: air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, noise, transportation, and tribal cultural resources. Most of these impacts can be avoided or reduced to a less than significant level by incorporating mitigation measures.

Two project impacts, even with the inclusion of mitigation measures, have been identified as significant and unavoidable: 1) A significant and unavoidable transportation impact would occur because the amount of vehicle miles traveled (VMT) generated by the project would be above the Fresno County regional average reduction rate; 2) A significant and unavoidable impact involving greenhouse gas (GHG) emissions would occur because the project would result in GHG emissions above the GHG efficiency threshold calculated for the project.

b. Air Quality

Impact: The project may conflict with or obstruct implementation of the applicable air quality plan.

Mitigation Measures:

MM AQ-1. On-road diesel vehicles shall comply with Section 2485 of Title 13 of the California Code of Regulations. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:

- a. Shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location, except as noted in Subsection (d) of the regulation; and,
- b. Shall not operate a diesel-fueled auxiliary power system to power a heater, air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5.0 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation.

MM AQ-2. Heavy-duty, off-road diesel-fueled equipment (50 horsepower, or greater) shall comply with the 5-minute idling restriction identified in Section 2449(d)(2) of the California Air Resources Board's In-Use Off-road Diesel regulation.

MM AQ-3. Heavy-duty, off-road diesel-fueled equipment (50 horsepower, or greater) shall be fitted with diesel particulate filters, per manufacturer's recommendations, or shall meet at minimum Tier 3 emissions standards. To the extent locally available, Tier 4 should be used.

MM AQ-4. Signs shall be posted at the project site construction entrance to remind drivers and operators of the state's five-minute idling limit.

MM AQ-5. To the extent available, fossil-fueled equipment shall be replaced with alternatively-fueled (e.g., natural gas) or electrically-driven equivalents.

MM AQ-6. Construction truck trips shall be scheduled, to the extent possible, to occur during non-peak hours.

MM AQ-7. The burning of vegetative material shall be prohibited.

MM AQ-8. The proposed project shall comply with SJVAPCD Regulation VIII for the control of fugitive dust emissions. Regulation VIII can be obtained on the SJVAPCD's website: <https://www.valleyair.org/rules/1ruleslist.htm>. At a minimum, the following measures shall be implemented:

- a. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover.
- b. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- c. All land clearing, grubbing, scraping, excavation, land leveling, grading, and cut & fill activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- d. When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- e. Trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)

- f. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
- g. On-road vehicle speeds on unpaved surfaces of the project site shall be limited to 15 mph.
- h. Sandbags or other erosion control measures shall be installed sufficient to prevent silt runoff to public roadways from the sites with a slope greater than one percent.
- i. Excavation and grading activities shall be suspended when winds exceed sustained speeds of 20 miles per hour (Regardless of wind speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation).

MM AQ-9. The above measures for the control of construction-generated emissions shall be made available to project contractors and included on site grading and construction plans.

Impact: The project could expose sensitive receptors to substantial pollutant concentrations.

Mitigation Measures: Implement MM AQ-1 through AQ-9

Finding

The City finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the Final EIR.

Rationale for finding: Mitigation Measures AQ-1 through AQ-9 have been incorporated into the Project, and the District has adopted the Mitigation Monitoring and Reporting Program presented in Section 5 of the Final EIR.

Reference to record: Final EIR Sections 2.5 and 3.2; Draft EIR Section 4.3, Summary Table of Potentially Significant Impacts and Mitigation Measures, and Appendix B (Air Quality and Greenhouse Gas Impact Analysis).

c. Biological Resources

Impact: The Project could have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS).

Mitigation Measures:

MM BR-1: Special Status Birds (except Burrowing Owl – see MM BR-2)

- 1. **Avoidance.** If feasible, any vegetation removal within or adjoining the project area will take place between September 1 and February 1 to avoid impacts to nesting birds in compliance with the Migratory Bird Treaty Act (MBTA). If vegetation removal must occur during the nesting season, project construction may be delayed due to actively nesting birds and their required protective buffers.

2. Pre-Construction Surveys.
 - a. If vegetation removal or ground disturbance will commence between February 1 and August 31, a qualified biologist will conduct a pre-construction survey for nesting birds within 10 days of the initiation of disturbance activities. This survey will cover:
 - i. Potential nest sites in trees, bushes, or grass within species-specific buffers of the project area (Swainson's hawk – 0.5 mile, other raptor species – 500 feet, non-raptor species – 250 feet).
 - ii. Survey protocol developed by the Swainson's Hawk Technical Advisory Committee (TAC) should be followed, which includes survey timing and requirements for repeated visits.
 - b. If no active nests are detected during the pre-construction survey, then no further action is required. If the survey does detect an active nest or burrow, then minimization measures (described below) shall be implemented.
3. Minimization/Establish Buffers.
 - a. Special status bird species and MBTA-protected species: If any active nests are discovered (and if construction will occur during bird breeding season), the USFWS and/or CDFW will be contacted to determine protective measures required to avoid take. These measures could include fencing off an area where a nest occurs, or shifting construction work temporally or spatially away from the nesting birds. Biologists are required on site to monitor construction while protected migratory birds are nesting in the project area to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. If an active nest is found after the completion of the pre-construction surveys and after construction begins, all construction activities will stop until a qualified biologist has evaluated the nest and erected the appropriate buffer around the nest.
4. If avoidance is not possible: a qualified biologist, in consultation with CDFW, will develop appropriate mitigations that will reduce project impacts to sensitive biological resources to a less than significant level. The type and amount of mitigation will depend on the resources impacted, the extent of the impacts, and the quality of habitats to be impacted. Mitigations may include, but are not limited to: 1) Compensation for lost habitat in the form of preservation or creation of in-kind habitat protected by conservation easement; 2) Purchase of appropriate credits from an approved mitigation bank or land trust servicing the Fresno County area; 3) Payment of in-lieu fees.
5. Take Authorization. In the event an active Swainson's hawk nest is detected during surveys and the one-half mile no-disturbance buffer around the nest cannot feasibly be implemented, SCCCD shall consult with CDFW to discuss how to implement the project and avoid take. If take cannot be avoided, take authorization through the acquisition of an Incidental Take Permit (ITP), pursuant to Fish and Game Code section 2081 subdivision (b) is warranted to comply with CESA.

MM BR-2: Burrowing Owl1. Pre-Construction Surveys.

- a. Surveys for burrowing owl will occur within 14 days prior to any ground disturbance, no matter the season. Surveys will cover potential burrowing owl burrows in the project area and suitable habitat within 150 m (500 ft). Evaluation of use by owls shall be in accordance with California Department of Fish and Wildlife survey guidelines (CBOC 1993, CDFG 1995, CDFG 2012). Surveys will document if burrowing owls are nesting or using habitat in or directly adjacent to the project area. Survey results will be valid only for the season (breeding (Feb 1-Aug 31) or non-breeding (Sept 1-Jan 31) during which the survey is conducted.
- b. If no active burrows are detected during the pre-construction surveys, then no further action is required. If an active burrow is detected, then minimization measures (described below) shall be implemented.

2. Minimization/Establish Buffers: If burrowing owl are detected within the survey area, CDFW will be consulted to determine the suitable buffer, which can range from 50-500 meters depending on the level of disturbance of the project activity, existing disturbance of the site (vehicle traffic, humans, pets, etc.), and time of year (nesting vs. wintering). If avoidance is not feasible, the District will work with CDFW to determine appropriate mitigation, such as passive exclusion or translocation, and associated mitigation land offset (CDFG 2012).

Note: If burrowing owl are found within the recommended buffers and avoidance is not possible, it is important to note that according to the Staff Report (CDFG 2012), exclusion is not a take avoidance, minimization, or mitigation method and is considered a potentially significant impact under CEQA. However, if necessary, CDFW recommends that burrow exclusion be conducted by qualified biologists and only during the non-breeding season, before breeding behavior is exhibited and after the burrow is confirmed empty through non-invasive methods, such as surveillance. CDFW recommends replacement of occupied burrows with artificial burrows at a ratio of 1 burrow collapsed to 1 artificial burrow constructed (1:1) as mitigation for the potentially significant impact of evicting burrowing owl. Burrowing owl may attempt to colonize or re-colonize an area that will be impacted; thus, CDFW recommends ongoing surveillance, at a rate that is sufficient to detect the owls if they return.

Finding

The City finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale for finding: Mitigation Measures BR-1 and BR-2 regarding special status bird species and Burrowing Owl have been incorporated into the Project, and the District has adopted the Mitigation Monitoring and Reporting Program presented in the Final EIR.

Reference to record: Final EIR Section 2.5; Draft EIR Section 4.4 and Summary Table of Potentially Significant Impacts and Mitigation Measures.

d. Cultural Resources

Impact: The project could cause a substantial adverse change in the significance of historical and/or archaeological resources pursuant to State CEQA Guidelines Section 15064.5 and potentially disturb any human remains.

Mitigation Measures:

MM CR-1: Prior to the start of ground disturbing activities, a field survey of the site shall be conducted by a qualified cultural resources specialist to ascertain whether there are cultural resources on the surface of the project site. If surface resources are encountered and determined by the cultural resources specialist to be potentially significant, the specialist shall make recommendations to the Lead Agency on mitigation measures to be implemented to protect the discovered resources in accordance with CEQA Guidelines §15064.5 and Public Resources Code §21083.2.

MM CR-2: If cultural resources are encountered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified cultural resources specialist shall be consulted to determine the significance of the resources in accordance with CEQA Guidelines §15064.5. If potentially significant, the qualified cultural resources specialist shall make recommendations to the Lead Agency on mitigation measures to be implemented to protect the discovered resources in accordance with CEQA Guidelines §15064.5 and Public Resources Code §21083.2.

MM CR-3: If cultural remains are encountered during ground disturbing activities, work shall stop in the immediate vicinity of the find and the County Coroner notified in accordance with Health and Safety Code §7050.5 and CEQA Guidelines §15064.5(e). If the remains are determined to be of Native American descent, the procedures and requirements set forth in CEQA Guidelines §15064.5(d) and (e) and Public Resources Code §5097.98 shall be implemented.

Finding

The City finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale for finding: Mitigation Measures CR-1 through CR-3 have been incorporated into the Project, and the District has adopted the Mitigation Monitoring and Reporting Program presented in the Final EIR.

Reference to record: Final EIR Section 2.5; Draft EIR Section 4.5 and Summary Table of Potentially Significant Impacts and Mitigation Measures.

f. Geology and Soils

Impact: The project could directly or indirectly destroy a unique paleontological resource or site.

Mitigation Measures:

MM GS-1: If paleontological resources are discovered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified paleontologist shall be consulted to determine whether the resources require further study. If the resources are

determined to be potentially significant, the qualified paleontologist shall make recommendations to the District on the measures that shall be implemented to protect the discovered resources, including but not limited to, excavation and evaluation of the find, as well as providing the resources to an appropriate institution or person who is capable of providing long-term preservation to allow future scientific study.

Finding

The City finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale for finding: Mitigation Measure GS-1 has been incorporated into the Project, and the District has adopted the Mitigation Monitoring and Reporting Program presented in the Final EIR.

Reference to record: Final EIR Section 2.5; Draft EIR Section 4.7 and Summary Table of Potentially Significant Impacts and Mitigation Measures.

g. Greenhouse Gas Emissions

Impact: The project would generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.

Mitigation Measures:

MM GHG-1: To reduce the project’s generation of greenhouse gas (GHG) emissions, the following measures shall be implemented at the project site prior to its initial operation and maintained throughout its operation:

- a. The project shall install infrastructure for at least 18 electric vehicle (EV) charging stations. Further, SCCCD shall pursue grant or other funding sources to implement EV charging stations on the site.
- b. The project shall install bicycle parking and shower/locker facilities.
- c. SCCCD shall establish a program (or programs) which promote alternatives to single-occupancy vehicle trips at the First Responders Campus. This shall include establishing a ride-sharing or ride-matching program that functions to coordinate pooled travel between the First Responders Campus and other SCCCD campuses, such that students and staff are able to make pooled trips to and from the First Responders Campus during periods of regular instruction at the project; instituting parking charges for students and employees at the campus; and providing a transit subsidy for students (e.g., free bus passes, as funding allows).
- d. SCCCD shall act to promote improved and increased access to transit for the project. In addition to the transit subsidy for students provided under c, above, SCCCD shall coordinate with the City of Fresno’s Department of Transportation (FAX) regarding transit service in the vicinity of the project site, specifically to promote the routing of transit lines and placement of transit stops at the project site.

Finding

The City finds that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained

workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

Rationale for finding:

Implementation of the Project would contribute to increases of GHG emissions that are associated with global climate change. To evaluate the potential significance of the project's GHG generation, the Draft EIR utilized a GHG efficiency threshold based on the Project's service population, which is calculated by dividing the GHG emissions inventory goal (allowable emissions) by the estimated service population of the individual project.

Based on the modeling conducted and measuring a service population of 320 (270 students and 50 employees), the calculated GHG efficiency for the Project would exceed the efficiency threshold. As noted in the Draft EIR, a majority of the Project's operational GHG emissions would be associated with energy use and the operation of motor vehicles. To a lesser extent, GHG emissions would also be associated with live fire training, solid waste generation, and water use. Project-generated GHG emissions are projected to decrease in future years due largely to improvements in energy efficiency and vehicle fleet emissions. Additionally, mobile-source emissions were conservatively calculated based on the default fleet-distribution assumptions contained in the model, which includes medium and heavy-duty vehicles. Mobile sources associated with educational facilities typically consist largely to light-duty vehicles, thus it is reasonably likely that actual mobile-source emissions would be less than modeled. Nonetheless, because the GHG efficiency for the Project would exceed the efficiency threshold, this impact is considered potentially significant.

Mitigation Measure GHG-1 implements a number of actions to reduce GHG emissions resulting from the Project, particularly addressing operational GHG emissions associated with energy use and the operation of motor vehicles. Additionally, the Project would be designed to meet current building energy-efficiency standards, which includes measures to reduce overall energy use, water use, and waste generation. However, implementation would not reduce the Project's GHG efficiency to a level below the GHG efficiency threshold. Therefore, the impact is considered significant and unavoidable.

See Section III of this Attachment for a description of the specific considerations that make the Project alternatives infeasible.

Reference to record: Final EIR Section 2.4; Draft EIR Sections 4.8 and 6.3, Summary Table of Potentially Significant Impacts and Mitigation Measures, and Appendix B (Air Quality and Greenhouse Gas Impact Analysis).

Impact: The project would conflict with an applicable plan, policy, or regulation of an agency adopted to reduce the emissions of greenhouse gases.

Mitigation Measures: Implement MM GHG-1.

Finding

The City finds that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or Project alternatives identified in the Final EIR.

Rationale for finding: As discussed above, the Project would result in increased GHG emissions that would conflict with the State's GHG-reduction targets. Mitigation Measure GHG-1 implements a number of to reduce GHG emissions resulting from the Project, particularly addressing operational GHG emissions associated with energy use and the operation of motor vehicles. Additionally, the Project would be designed to meet current building energy-efficiency standards, which includes measures to reduce overall energy use, water use, and waste generation. However, even with mitigation measures implemented, predicted increases in operational GHG emissions (primarily those occurring from mobile sources) would still exceed the threshold of significance. As a result, the Project's GHG emissions could remain conflict with local, regional, or state GHG-reduction planning efforts. Therefore, this impact is considered significant and unavoidable.

See Section III of this Attachment for a description of the specific considerations that make the Project alternatives infeasible.

Reference to record: Final EIR Section 2.4; Draft EIR Sections 4.8 and 6.3, Summary Table of Potentially Significant Impacts and Mitigation Measures, and Appendix B (Air Quality and Greenhouse Gas Impact Analysis).

h. Noise

Impact: The project may result in a substantial temporary or permanent increase in ambient noise levels in its vicinity that exceed standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Mitigation Measures:

MM N-1: The following measures shall be implemented to reduce construction-generated noise levels.

- a. Noise-generating construction activities including equipment maintenance, shall be limited to the hours between 6:00 a.m. and 9:00 p.m. on weekdays, and between 7:00 a.m. and 5:00 p.m. on Saturday or Sunday.
- b. Stationary construction equipment that generates noise that exceeds 65 dBA at the project boundaries shall be shielded with a barrier that meets a sound transmission class rating of 25.
- c. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers.
- d. Whenever feasible, electrical power shall be used to run air compressors and similar power tools.
- e. Construction staging areas shall be located at the furthest distance possible from nearby residential land uses.

Finding

The City finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale for finding: Mitigation Measure N-1 has been incorporated into the Project, and the District has adopted the Mitigation Monitoring and Reporting Program presented in the Final EIR.

Reference to record: Final EIR Sections 2.5 and 3.2; Draft EIR Section 4.12, Summary Table of Potentially Significant Impacts and Mitigation Measures, and Appendix D (Noise and Groundborne Vibration Impact Analysis).

i. Transportation

Impact: Operation of the project could conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, considering all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.

Mitigation Measures:

MM T-1: To ensure compatibility with the future planned widening of North Avenue set forth in the long-range planning of the City of Fresno and County of Fresno, the project site shall maintain a physical configuration which will allow for related improvements to facilitate appropriate widening of North Avenue as an arterial street, such as curb and gutter and utility relocations.

MM T-2 (Advisory LOS Measure – Not Required by CEQA): SCCCD shall be responsible for contributing its proportionate share of the installation of improvements at the intersections identified in Equitable Share Responsibility Calculation (Table 21 in the Traffic Impact Study included as Appendix E of this EIR). Fair share contributions shall only be made for those facilities, or portion thereof, currently not funded by the responsible agencies roadway impact fee program(s) or grant funded projects, as appropriate. It is recommended that SCCCD work with the City of Fresno and Fresno County to develop the estimated construction costs.

Finding

The City finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale for finding: Mitigation Measure T-1 has been incorporated into the Project, and the District has adopted the Mitigation Monitoring and Reporting Program presented in the Final EIR.

Mitigation Measure T-2 is an advisory measure based on Level of Service analysis evaluating road congestion and delay and, in accordance with SB 743, is not required under CEQA. This measure will be implemented through future collaboration and agreement(s) between SCCCD, Fresno County and the City of Fresno.

Reference to record: Final EIR Sections 2.5 and 3.2; Draft EIR Section 4.16, Summary Table of Potentially Significant Impacts and Mitigation Measures, and Draft EIR Appendix E (Traffic Impact Study).

Impact: The project would be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b), regarding VMT significance.

Mitigation Measures:

MM T-3: To reduce the project's generation of vehicle miles traveled (VMT), the following measures shall be implemented at the project site prior to its initial operation and maintained throughout its operation:

- a. The project shall install infrastructure for at least 18 electric vehicle (EV) charging stations. Further, SCCCD shall pursue grant or other funding sources to implement EV charging stations on the site.
- b. The project shall install bicycle parking and shower/locker facilities.
- c. SCCCD shall establish a program (or programs) promoting alternatives to single-occupancy vehicle trips at the First Responders Campus. This shall include establishing a ride-sharing or ride-matching program that functions to coordinate pooled travel between the First Responders Campus and other SCCCD campuses, such that students and staff are able to make pooled trips to and from the First Responders Campus during periods of regular instruction at the project; parking charges for students and employees; and a transit subsidy for students (e.g., free bus passes, as funding allows).
- d. SCCCD shall act to promote improved and increased access to transit for the project. In addition to the transit subsidy for students provided under c, above, SCCCD shall coordinate with the City of Fresno's Department of Transportation (FAX) regarding transit service in the vicinity of the project site, specifically to promote the routing of transit lines and placement of transit stops at the project site.

Finding

The City finds that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

Rationale for finding:

As discussed in the EIR, the amount of Vehicle Miles Traveled (VMT) associated with development and operation of the First Responders Campus is projected to exceed the Fresno County VMT threshold for employment uses of 13 percent below the existing regional VMT per capita, and effective mitigation measures for reducing VMT will be difficult to implement on a project level. While implementation of the measures included as part of Mitigation Measure T-3 would help promote some reductions in project-related VMT compared to unmitigated conditions, it remains uncertain whether the measures would be able to reduce the project's VMT to a level below the regional VMT per capita threshold. Therefore, even with the implementation of mitigation measures, this impact would remain significant and unavoidable.

See Section III of this Attachment for a description of the specific considerations that make the Project alternatives infeasible.

Reference to record: Final EIR Sections 2.4 and 3.2; Draft EIR Sections 4.8 and 6.3, Summary Table of Potentially Significant Impacts and Mitigation Measures, and Appendix E (Traffic Impact Study).

j. Tribal Cultural Resources

Impact: There is the potential for undiscovered tribal cultural resources to be present that could be disturbed or damaged by construction and/or site preparation activities.

Mitigation Measures:

MM TC-1: If tribal cultural resources are discovered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified professional with expertise in tribal cultural resources shall be consulted to recommend an appropriate course of action with the input of potentially affected tribes. If it is determined that the project may cause a substantial adverse change to a tribal cultural resource, mitigation measures to be considered should include those identified in Public Resources Code Section 21084.3.

Finding

The City finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale for finding: Mitigation Measure TC-1 has been incorporated into the Project, and the District has adopted the Mitigation Monitoring and Reporting Program presented in the Final EIR.

Reference to record: Final EIR Section 2.5; Draft EIR Section 4.17 and Summary Table of Potentially Significant Impacts and Mitigation Measures.

III. State CEQA Guidelines Section 15091(a)(3) Alternatives Findings

a. Introduction

Because the proposed Project would result in significant unavoidable environmental effects related to greenhouse gas emissions and transportation, the City must consider the feasibility of any environmentally superior alternative to the proposed Project and evaluate whether these alternatives could avoid or substantially lessen the significant unavoidable environmental effects while achieving most of the Project objectives.

The CEQA Guidelines require that an EIR "... describe a range of reasonable alternatives to a project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives." (Section 15126.6). The Draft EIR, in Sections 6.1 through 6.3, evaluated the impacts associated with three alternatives to the proposed Project, including a "No Project" alternative and two alternative locations for the Project. As CEQA requires, the evaluation considers the extent to which each alternative would achieve the objectives of the Project.

b. Project Objectives

The District's objectives in seeking to develop and operate the original project are as follows:

- Provide facilities for police, fire, and other emergency response programs which will allow for high-quality instruction, increased student capacity, and greater programming opportunities.
- Consolidate and integrate existing police, fire, and other emergency response training at one accessible location.
- Provide a site which can physically accommodate the specialized facilities needed for emergency response training programs, satisfy applicable criteria for the siting of community college facilities, and operate with minimal disturbance occurring to and from surrounding uses.
- Provide a location that is regionally centralized and accessible to users throughout SCCCD's enrollment boundaries.
- Support the substantial need for trained police, fire, and other emergency response personnel by agencies in the region.
- Provide training for good-paying stable jobs in a socioeconomically disadvantaged area.
- Reduce crime by providing an adequate supply of well-trained personnel to area agencies.
- Provide for continuing professional education for existing police, fire, and emergency response personnel.
- Develop new community college facilities in a manner consistent with the SCCCD Master Plan.

c. Discussion/Analysis

No Project Alternative

The State CEQA Guidelines require that an EIR evaluate the specific alternative of "No Project" along with its impact. The purpose of describing and analyzing a No Project alternative is to allow decision makers to compare the impacts of approving the proposed Project with the impacts of not approving the Project.

The results of adopting the No Project alternative would be as follows:

- The increase in vehicle miles traveled (VMT) associated with the project in excess of the VMT threshold would not occur.
- The increase in GHG emissions associated with the project in excess of the calculated GHG efficiency threshold would not occur.
- The No Project alternative would result in SCCCD's Police and Fire academies remaining at their current respective locations.
- The objectives of SCCCD proposing the project would not be achieved. By not developing the proposed First Responders Campus or taking some other course of action to expand instructional facilities for its emergency responder programs,

SCCCD's long-term ability to adequately house and provide instruction to students in its emergency responder programs would be hindered. Operational efficiencies of combining emergency responder programs onto a single specialized campus would not be achieved. Further, installation of modern infrastructure and technology would be impeded due to complexities and extra costs entailed in retrofitting older existing facilities.

Alternatives Not Under Consideration

Alternative Project Designs: The identification and evaluation of alternative designs for the project was determined to be unnecessary. As discussed in the EIR, any potentially significant environmental impacts of the project associated with specific design aspects of the project would be avoided or rendered less than significant with the implementation of mitigation measures identified in the EIR. The project's two significant and unavoidable impacts (VMT and GHG emissions) are attributable to the project site's location (specifically, vehicle travel necessary to reach the location) rather than design aspects of the project.

Alternative Project Locations

Two alternative locations for the project were evaluated as part of the EIR. The alternative sites are discussed in more detail below, specifically addressing the following items: 1) whether VMT-related impacts would be avoided; 2) whether GHG-related impacts would be avoided; 3) what additional potentially significant impacts (if any) may occur from the alternative; 4) the extent to which the alternative would meet the project objectives; and 5) the extent to which the alternative would not meet the project objectives. (Refer also to Figure 5 on page 111 of the Draft EIR, which displays the alternative locations in relation to the proposed project site.)

Alternative Location #1: 39.33-acre parcel located east of the City of Fresno at the southwest corner of Fowler Avenue and Clinton Avenue (2211 S. Fowler Avenue; Fresno County APN 496-220-17S).

This site is within the City of Fresno SOI and is designated Light Industrial in the City of Fresno's General Plan Land Use Map. The site is currently occupied with agriculture (vineyards) with a single-family residence at the southern portion of the parcel. Approximately 34 acres of the parcel are designated as Prime Farmland, with the remainder designated as Semi-agricultural and Rural Commercial Land. Development in the vicinity of the site includes a mixture of agriculture, commercial and light industrial uses, single-family residential subdivisions, rural single-family residences, and Fresno Yosemite International Airport. Using Fresno COG VMT mapping tool, the site's VMT per Employee is shown as "green" (i.e., "below") for both the 13-percent threshold and the 15-percent threshold.

The primary results of proceeding with Alternative Location #1 would be as follows:

- Based on review of the site using Fresno COG's VMT mapping tool, vehicle miles traveled (VMT) associated with this site would be below the regional VMT threshold.
- Since GHG emissions resulting from the project are primarily associated with vehicular travel, this alternative is also projected to have less GHG emissions than

the proposed project. However, GHG emissions would still be significant and remain above the GHG efficiency threshold.

- Other environmental impacts are anticipated to be comparable overall to those that would occur from the currently proposed project site. Like the project site, it is within the City of Fresno SOI and designated for industrial use, and the site was encompassed within the Plan Area evaluated as part of the City of Fresno General Plan MEIR. However, there could be site-specific environmental effects as a result of developing the project at this site. Particularly, this site may have a significant impact upon Agricultural Resources, as it is designated Prime Farmland and is currently farmed and is adjacent to other agricultural land.
- The objectives set forth by SCCCD in proposing the project appear to be mostly achievable. The site's physical properties appear capable of meeting SCCCD's long-term ability to adequately house and provide instruction to students as well as achieve operational efficiencies through combining emergency responder programs onto a single specialized campus. However, this site is at a less regionally centralized location than the proposed project site, which could affect the region-serving potential of the project. Further, as opposed to the project location, the alternative site would not be located in a socioeconomically disadvantaged area.

Alternative Location #2: 51.35-acre parcel located in an unincorporated area near Calwa on the west side of Orange Avenue between California Avenue and Church Avenue (2314 S. Orange Avenue; Fresno County APN 480-050-19).

This site is within the City of Fresno SOI and is designated Heavy Industrial in the City's General Plan Land Use Map. The site is occupied by what appears to be the remnants of a former cotton processing facility or other commercial agricultural use; the remaining on-site development includes two vacant buildings and large asphalt and concrete paved areas. Development in the vicinity of the site consists primarily of industrial and warehouse uses, plus some small clusters of rural single-family residences to the east and west of the site. There is also a railroad line located on the west side of the site. Using Fresno COG VMT mapping tool, VMT per Employee for Alternative Location #2 is shown as "orange" for both the 13-percent threshold and the 15-percent threshold, which the VMT tool describes as "within \pm the regional average".

The primary results of proceeding with Alternative Project Location #2 would be as follows:

- Based on review of the site using Fresno COG's VMT mapping tool, vehicle miles traveled (VMT) associated with this site are within the mixed and/or margin-of-error range for meeting the regional VMT threshold. While the VMT of this alternative could be lower than that of the proposed project site, it is not clear if development of the project at this site would achieve project-specific VMT below the regional VMT threshold.
- Since GHG emissions resulting from the project are primarily associated with vehicular travel, this alternative would also be projected to generate less GHG emissions than the proposed project site. However, GHG emissions would still be significant and remain above the GHG efficiency threshold.

- Other environmental impacts are anticipated to be comparable overall to those that would occur from the currently proposed project site. Like the proposed project site, it is within the City of Fresno SOI and designated for industrial use, and the site was encompassed within the Plan Area evaluated as part of the City of Fresno General Plan MEIR. However, while many of the environmental impacts are likely to be comparable to the project site, there are several potential environmental drawbacks to this site. For instance, with respect to Hazards and Hazardous Materials, depending on the site's history and surrounding use history, there could be hazards present and/or cleanup required. In addition, development of the site would also involve the removal of extensive asphalt and concrete paved areas, as well as old structures from the past use of the site. Finally, the parcel's western boundary is adjacent to a rail line, which is problematic for satisfying applicable criteria for the siting of community college facilities.
- The objectives set forth by SCCCD in proposing the project would be largely achievable. This site is in a regionally centralized location that appears to offer a similar region-serving capacity as the proposed project site. The site's size and shape appear to be capable of meeting SCCCD's long-term ability to adequately house and provide instruction to students as well as achieve operational efficiencies through combining emergency responder programs onto a single specialized campus. Like the project site, the alternative site would also be located in a socioeconomically disadvantaged area. However, with the adjacent railroad, the site would not satisfy community college siting criteria.

d. Findings

While the No Project alternative would avoid impacts resulting from GHG emissions and VMT associated with the Project, it would not meet any of the Project objectives. Among the alternative project locations, Alternative Location #1 is the environmentally superior alternative because it would avoid significant impacts to VMT in comparison to the proposed Project, but it would not necessarily avoid significant impacts resulting from GHG emissions associated with the project, and it would impede attainment of the Project's objectives of a regionally centralized location and location within a socioeconomically disadvantaged area.

For these reasons, the City finds that specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the Project alternatives identified in the Final EIR.

IV. State CEQA Guidelines Section 15093 Statement of Overriding Considerations

a. Preface

When a project results in significant and unavoidable adverse environmental impacts, CEQA requires decisionmakers to balance the benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the Project.

CEQA Guidelines Section 15093 states:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the Project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”
- (b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the Project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

b. Statement of Overriding Considerations

The City hereby finds that each of the economic, legal, social, technological, or other benefits of the Project, as enumerated below, both individually and collectively outweigh the significant and unavoidable adverse environmental impacts of the Project:

- 1. The Project will provide new training facilities for police, fire, and other emergency response programs. Police, fire, and other emergency response services are a fundamental and essential component of providing for the health, welfare and safety of a community and the Project will be instrumental in meeting the growing need for first responders throughout the region.
- 2. The Project site offers the benefit of being able to physically accommodate the specialized facilities needed for emergency response training programs and will consolidate and integrate training facilities at one accessible location with minimal disturbance to and from surrounding land uses.
- 3. The proposed facilities will allow for high-quality instruction, increased student capacity, and greater programming opportunities, as well as continuing professional education opportunities for existing police, fire, and emergency response personnel.
- 4. The Project will facilitate an increase in quality employment opportunities in the community through the training and instruction of students, as well as direct employment opportunities as part of its construction and operation.
- 5. The Project will provide substantial infrastructure improvements to the area, including street widening, medians, dedicated turn lanes, sidewalks and bike lanes to improve access and safety for motor vehicles, bicycles and pedestrians on North Avenue; extensions of City of Fresno water infrastructure to the area; and storm drainage improvements.

EXHIBIT C – MMRP FINAL

5. Mitigation Monitoring and Reporting Program

5.1 Purpose

This Mitigation Monitoring and Reporting Program (MMRP) has been prepared in accordance with State CEQA Guidelines Section 15091(d) and Sections 15097(a) and (d). The purpose for the Mitigation Monitoring and Reporting Program is to ensure that the mitigation measures identified in Section 2 of this Final EIR are implemented.

5.2 Lead Agency

The State Center Community College District will undertake the First Responders Campus Project and is the Lead Agency for the project.

5.3 Mitigation Monitoring and Reporting Coordinator

The Vice Chancellor of Operations, or designee, shall act as the Project Mitigation Reporting and Monitoring Coordinator (Coordinator).

5.4 Reporting and Monitoring Procedures

The MMRP table presented here lists the mitigation measures that will be implemented as part of the project. These measures correspond to those listed in the Summary section of this Final EIR. To ensure that the mitigation measures are properly implemented, the table identifies the timing and responsibility for monitoring and reporting the implementation of the measures. SCCCDC will have the responsibility for implementing the measures applicable to development of the project, with oversight and/or responsibilities from other agencies occurring as indicated in the MMRP.

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State Center Community College District
First Responders Campus Project EIR

Mitigation Monitoring and Reporting Program SCCCD First Responders Campus Project				
AIR QUALITY				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: The project may conflict with or obstruct implementation of the applicable air quality plan.</p>	<p>MM AQ-1 through AQ-9: Measures to Reduce Localized Pollutant Concentrations</p> <p>The following measures shall be implemented to reduce potential expose of sensitive receptors to localized pollutant concentrations associate with project construction. The term “construction” as used here shall refer broadly to pre-operational site preparation activities including, but not limited to, excavation, grading, and paving.</p> <p>MM AQ-1. On-road diesel vehicles shall comply with Section 2485 of Title 13 of the California Code of Regulations. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:</p> <ol style="list-style-type: none"> a. Shall not idle the vehicle’s primary diesel engine for greater than 5 minutes at any location, except as noted in Subsection (d) of the regulation; and, b. Shall not operate a diesel-fueled auxiliary power system to power a heater, air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5.0 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation. <p>MM AQ-2. Heavy-duty, off-road diesel-fueled equipment (50 horsepower, or greater) shall comply with the 5-minute idling restriction identified in Section 2449(d)(2) of the California Air Resources Board’s In-Use Off-road Diesel regulation.</p> <p>MM AQ-3. Heavy-duty, off-road diesel-fueled equipment (50 horsepower, or greater) shall be fitted with diesel particulate filters, per manufacturer’s recommendations, or shall meet at minimum Tier 3 emissions standards. To the extent locally available, Tier 4 should be used.</p>	<p>Ongoing during site preparation and construction</p>	<p>SCCCD</p>	

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	<p>MM AQ-4. Signs shall be posted at the project site construction entrance to remind drivers and operators of the state's five-minute idling limit.</p> <p>MM AQ-5. To the extent available, fossil-fueled equipment shall be replaced with alternatively-fueled (e.g., natural gas) or electrically-driven equivalents.</p> <p>MM AQ-6. Construction truck trips shall be scheduled, to the extent possible, to occur during non-peak hours.</p> <p>MM AQ-7. The burning of vegetative material shall be prohibited.</p> <p>MM AQ-8. The proposed project shall comply with SJVAPCD Regulation VIII for the control of fugitive dust emissions. Regulation VIII can be obtained on the SJVAPCD's website: https://www.vallevair.org/rules/iruleslist.htm. At a minimum, the following measures shall be implemented:</p> <ol style="list-style-type: none"> a. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover or vegetative ground cover. b. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant. c. All land clearing, grubbing, scraping, excavation, land leveling, grading, and cut & fill activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking. d. When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. e. Trackout shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.) f. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant. 		
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	<p>g. On-road vehicle speeds on unpaved surfaces of the project site shall be limited to 15 mph.</p> <p>h. Sandbags or other erosion control measures shall be installed sufficient to prevent silt runoff to public roadways from sites with a slope greater than one percent.</p> <p>i. Excavation and grading activities shall be suspended when winds exceed sustained speeds of 20 miles per hour (Regardless of wind speed, an owner/operator must comply with Regulation VIII's 20 percent opacity limitation).</p> <p>MM AQ-9. The above measures for the control of construction-generated emissions shall be made available to project contractors and included on site grading and construction plans.</p>			
<p>Impact: The project could expose sensitive receptors to substantial pollutant concentrations.</p>	<p>Mitigation Measures: Implement MM AQ-1 through AQ-9.</p>	<p>Ongoing during site preparation and construction</p>	<p>SCCCD</p>	
BIOLOGICAL RESOURCES				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: The project could have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS).</p>	<p>MM BR-1: Special Status Birds (except Burrowing Owl—see MM BR-2)</p> <ol style="list-style-type: none"> 1. <u>Avoidance.</u> If feasible, any vegetation removal will take place between September 1 and February 1 to avoid impacts to nesting birds in compliance with the Migratory Bird Treaty Act (MBTA). If vegetation removal must occur during the nesting season, project construction may be delayed due to actively nesting birds and their required protective buffers 2. <u>Pre-construction Surveys.</u> <ol style="list-style-type: none"> a. If vegetation removal or ground disturbance will commence between February 1 and August 31, a qualified biologist will conduct a pre-construction survey for nesting birds within 10 days of the initiation of disturbance activities. This survey will cover: <ol style="list-style-type: none"> i. Potential nest sites in trees, bushes, or grass within species-specific buffers of the project area (Swainson's hawk – 0.5 mile, other raptor species – 500 feet, non-raptor species – 250 feet). 	<p>Prior to the commencement of vegetation removal and ground disturbance and ongoing during site preparation and construction (if special status species are found)</p>	<p>SCCCD and CDFW, as necessary</p>	

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	<ul style="list-style-type: none"> ii. Survey protocol developed by the Swainson’s Hawk Technical Advisory Committee (TAC) should be followed, which includes survey timing and requirements for repeated visits. b. If no active nests are detected during the pre-construction survey, then no further action is required. If an active nest is detected, then minimization measures (described below) shall be implemented. <p>3. <u>Minimization/Establish Buffers.</u></p> <ul style="list-style-type: none"> a. Special status bird species and MBTA-protected species: If any active nests are discovered (and if construction will occur during bird breeding season), the USFWS and/or CDFW will be contacted to determine protective measures required to avoid take. These measures could include fencing off an area where a nest occurs, or shifting construction work temporally or spatially away from the nesting birds. Biologists are required on site to monitor construction while protected migratory birds are nesting in the project area to ensure that the buffer is adequate and that the nest is not stressed and/or abandoned. If an active nest is found after the completion of the pre-construction surveys and after construction begins, all construction activities will stop until a qualified biologist has evaluated the nest and erected the appropriate buffer around the nest. <p>4. <u>If avoidance is not possible</u> a qualified biologist, in consultation with CDFW, will develop appropriate mitigations that will reduce project impacts to sensitive biological resources to a less than significant level. The type and amount of mitigation will depend on the resources impacted, the extent of the impacts, and the quality of habitats to be impacted. Mitigations may include, but are not limited to: 1) Compensation for lost habitat in the form of preservation or creation of in-kind habitat protected by conservation easement; 2) Purchase of appropriate credits from an approved mitigation bank or land trust servicing the Fresno County Area; 3) Payment of in-lieu fees.</p> <p>5. <u>Take Authorization.</u> In the event an active Swainson’s hawk nest is detected during surveys and the one-half mile no-disturbance buffer around the nest cannot feasibly be implemented, SCCCDC shall consult with CDFW to discuss how to implement the project and avoid take. If take cannot be avoided, take authorization through the acquisition of an Incidental Take Permit (ITP), pursuant to Fish and Game Code section 2081 subdivision (b) is warranted to comply with CESA.</p>			
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	<p>MM BR-2: Burrowing Owl</p> <p>1. <u>Pre-construction Surveys:</u></p> <p>a. Surveys for burrowing owl will occur within 14 days prior to any ground disturbance, no matter the season. Surveys will cover potential burrowing owl burrows in the project area and suitable habitat within 150 m (500 ft). Evaluation of use by owls shall be in accordance with California Department of Fish and Wildlife survey guidelines (CBOC 1993, CDFG 1995, CDFG 2012). Surveys will document if burrowing owls are nesting or using habitat in or directly adjacent to the project area. Survey results will be valid only for the season (breeding (Feb 1-Aug 31) or non-breeding (Sept 1-Jan 31) during which the survey is conducted.</p> <p>b. If no active burrows are detected during the pre-construction surveys, then no further action is required. If an active burrow is detected, then minimization measures (described below) shall be implemented.</p> <p><u>Minimization/Establish Buffers:</u> If burrowing owl are detected within the survey area, CDFW will be consulted to determine the suitable buffer, which can range from 50-500 meters depending on the level of disturbance of the project activity, existing disturbance of the site (vehicle traffic, humans, pets, etc.), and time of year (nesting vs. wintering). If avoidance is not feasible, the District will work with CDFW to determine appropriate mitigation, such as passive exclusion or translocation, and associated mitigation land offset (CDFG 2012).</p> <p>Note: If burrowing owl are found within the recommended buffers and avoidance is not possible, it is important to note that according to the Staff Report (CDFG 2012), exclusion is not a take avoidance, minimization, or mitigation method and is considered a potentially significant impact under CEQA. However, if necessary, CDFW recommends that burrow exclusion be conducted by qualified biologists and only during the non-breeding season, before breeding behavior is exhibited and after the burrow is confirmed empty through non-invasive methods, such as surveillance. CDFW recommends replacement of occupied burrows with artificial burrows at a ratio of 1 burrow collapsed to 1 artificial burrow constructed (1:1) as mitigation for the potentially significant impact of evicting burrowing owl. Burrowing owl may attempt to colonize or re-colonize an area that will be impacted; thus, CDFW recommends ongoing surveillance, at a rate that is sufficient to detect the owls if they return.</p>		
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CULTURAL RESOURCES				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: The project could cause a substantial adverse change in the significance of historical and/or archaeological resources pursuant to State CEQA Guidelines Section 15064.5 and potentially disturb any human remains.</p>	<p>MM CR-1 through CR-3: Mitigation for Potential Discovery of Cultural Resources</p> <p>MM CR-1: Prior to the start of ground disturbing activities, a field survey of the site shall be conducted by a qualified cultural resources specialist ascertain whether there are cultural resources on the surface of the project site. If surface resources are encountered and determined by the cultural resources specialist to be potentially significant, the specialist shall make recommendations to the Lead Agency on mitigation measures to be implemented to protect the discovered resources in accordance with CEQA Guidelines §15064.5 and Public Resources Code §21083.2.</p> <p>MM CR-2: If cultural resources are encountered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified cultural resources specialist shall be consulted to determine the significance of the resources in accordance with CEQA Guidelines §15064.5. If potentially significant, the qualified cultural resources specialist shall make recommendations to the Lead Agency on mitigation measures to be implemented to protect the discovered resources in accordance with CEQA Guidelines §15064.5 and Public Resources Code §21083.2.</p> <p>MM CR-3: If cultural remains are encountered during ground disturbing activities, work shall stop in the immediate vicinity of the find and the County Coroner notified in accordance with Health and Safety Code §7050.5 and CEQA Guidelines §15064.5(e). If the remains are determined to be of Native American descent, the procedures and requirements set forth in CEQA Guidelines §15064.5(d) and (e) and Public Resources Code §5097.98 shall be implemented.</p>	<p>MM CR-1: Prior to ground disturbing activities</p> <p>MM CR-2 and MM CR-3: Ongoing during ground disturbing and construction activities</p>	<p>SCCCD</p>	
GEOLOGY AND SOILS				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: The project could directly or indirectly destroy a unique paleontological resource or site.</p>	<p>MM GS-1: Mitigation for Potential Discovery of Subsurface Paleontological Resources</p> <p>MM GS-1: If paleontological resources are discovered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified paleontologist shall be consulted to determine whether the resources require</p>	<p>Ongoing during ground disturbing and construction activities</p>	<p>SCCCD</p>	

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	further study. If the resources are determined to be potentially significant, the qualified paleontologist shall make recommendations to the District on the measures that shall be implemented to protect the discovered resources, including but not limited to, excavation and evaluation of the find, as well as providing the resources to an appropriate institution or person who is capable of providing long-term preservation to allow future scientific study.			
GREENHOUSE GAS EMISSIONS				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: The project would generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.</p>	<p>MM GHG-1: Reduction of GHG Emissions Generated by Motor Vehicle Use</p> <p>MM GHG-1: To reduce the project's generation of greenhouse gas (GHG) emissions, the following measures shall be implemented at the project site prior to its initial operation and maintained throughout its operation:</p> <ol style="list-style-type: none"> a. The project shall install infrastructure for at least 18 electric vehicle (EV) charging stations. Further, SCCCD shall pursue grant or other funding sources to implement EV charging stations on the site. b. The project shall install bicycle parking and shower/locker facilities. c. SCCCD shall establish a program (or programs) which promote alternatives to single-occupancy vehicle trips at the First Responders Campus. This shall include establishing a ride-sharing or ride-matching program that functions to coordinate pooled travel between the First Responders Campus and other SCCCD campuses, such that students and staff are able to make pooled trips to and from the First Responders Campus during periods of regular instruction at the project; instituting parking charges for students and employees at the campus; and providing a transit subsidy for students (e.g., free bus passes, as funding allows). d. SCCCD shall act to promote improved and increased access to transit for the project. In addition to the transit subsidy for students provided under c, above, SCCCD shall coordinate with the City of Fresno's Department of Transportation (FAX) regarding transit service in the vicinity of the project site, specifically to promote the routing of transit lines and placement of transit stops at the project site. 	<p>MM GHG-1(a), (b): During construction</p> <p>MM GHG-1(c), (d): Ongoing during project operation</p>	<p>SCCCD</p>	

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<p>Impact: The project would conflict with an applicable plan, policy, or regulation of an agency adopted to reduce the emissions of greenhouse gases.</p>	<p>Mitigation Measures: Implement MM GHG-1.</p>	<p>MM GHG-1(a), (b): During construction</p> <p>MM GHG-1(c), (d): Ongoing during project operation</p>	<p>SCCCD</p>	
NOISE				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: The project may result in a substantial temporary or permanent increase in ambient noise levels in its vicinity that exceed standards established in the local general plan or noise ordinance, or applicable standards of other agencies.</p>	<p>MM N-1: Reduction of Construction-Generated Noise Levels</p> <p>MM N-1: The following measures shall be implemented to reduce construction-generated noise levels.</p> <ol style="list-style-type: none"> a. Noise-generating construction activities including equipment maintenance, shall be limited to the hours between 6:00 a.m. and 9:00 p.m. on weekdays, and between 7:00 a.m. and 5:00 p.m. on Saturday or Sunday. b. Stationary construction equipment that generates noise that exceeds 65 dBA at the project boundaries shall be shielded with a barrier that meets a sound transmission class rating of 25. c. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers. d. Whenever feasible, electrical power shall be used to run air compressors and similar power tools. e. Construction staging areas shall be located at the furthest distance possible from nearby residential land uses. 	<p>Prior to and during grading and construction activities</p>	<p>SCCCD</p>	

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TRANSPORTATION				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: Operation of the project could conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system.</p>	<p>MM T-1 through T-2: Accommodation of Future Roadway System Modifications</p> <p>MM T-1: To ensure compatibility with the future planned widening of North Avenue set forth in the long-range planning of the City of Fresno and County of Fresno, the project site shall maintain a physical configuration which will allow for related improvements to facilitate appropriate widening of North Avenue as an arterial street, such as curb and gutter and utility relocations.</p> <p>MM T-2: (Advisory LOS Measure – Not Required by CEQA) SCCCDD shall be responsible for contributing its proportionate share of the installation of improvements at the intersections identified in Equitable Share Responsibility Calculation (Table 21 in the Traffic Impact Study included as Appendix E of this EIR). Fair share contributions shall only be made for those facilities, or portion thereof, currently not funded by the responsible agencies roadway impact fee program(s) or grant funded projects, as appropriate. It is recommended that SCCCDD work with the City of Fresno and Fresno County to develop the estimated construction costs.</p>	<p>Ongoing during the project's operation</p>	<p>SCCCDD</p>	
<p>Impact: The project would be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b), regarding VMT significance.</p>	<p>MM T-3: VMT Reduction Measures</p> <p>MM T-3: To reduce the project's generation of vehicle miles traveled (VMT), the following measures shall be implemented at the project site prior to its initial operation and maintained throughout its operation:</p> <ol style="list-style-type: none"> a. The project shall install infrastructure for at least 18 electric vehicle (EV) charging stations. Further, SCCCDD shall pursue grant or other funding sources to implement EV charging stations on the site. b. The project shall install bicycle parking and shower/locker facilities. c. SCCCDD shall establish a program (or programs) promoting alternatives to single-occupancy vehicle trips at the First Responders Campus. This shall include establishing a ride-sharing or ride-matching program that functions to coordinate pooled travel between the First Responders Campus and other SCCCDD campuses, such that students and staff are able to make pooled trips to and from the First Responders Campus during periods of regular instruction at the project; parking charges for students and 	<p>MM T-3(a), (b): During construction</p> <p>MM T-3(c), (d): Ongoing during project operation</p>	<p>SCCCDD</p>	

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	<p>employees; and a transit subsidy for students (e.g., free bus passes, as funding allows).</p> <p>d. SCCCDD shall act to promote improved and increased access to transit for the project. In addition to the transit subsidy for students provided under c, above, SCCCDD shall coordinate with the City of Fresno's Department of Transportation (FAX) regarding transit service in the vicinity of the project site, specifically to promote the routing of transit lines and placement of transit stops at the project site.</p>			
TRIBAL CULTURAL RESOURCES				
IMPACT	MITIGATION MEASURES	TIMING	MONITORING AGENCY	SIGN OFF
<p>Impact: There is the potential for undiscovered tribal cultural resources to be present that could be disturbed or damaged by construction and/or site preparation activities.</p>	<p>MM TCR-1: Avoidance of Impacts to Undiscovered Subsurface Resources</p> <p>MM TCR-1: If tribal cultural resources are discovered during ground disturbing activities, work shall stop in the immediate vicinity of the find and a qualified professional with expertise in tribal cultural resources shall be consulted to recommend an appropriate course of action with the input of potentially affected tribes. If it is determined that the project may cause a substantial adverse change to a tribal cultural resource, mitigation measures to be considered should include those identified in Public Resources Code Section 21084.3.</p>	<p>Ongoing during site preparation and construction</p>	<p>SCCCDD</p>	