

**WATER INFRASTRUCTURE REIMBURSEMENT AGREEMENT
FOR TRANSMISSION GRID MAIN IN SOUTH WILLOW AVENUE SOUTH OF EAST
JENSEN AVENUE**

THIS AGREEMENT (Agreement) for is made and entered into on _____, 2026 (Effective Date), by and between the City of Fresno, a California municipal corporation (City) and State Center Community College District (District), collectively referred to as Parties.

RECITALS

WHEREAS, the City and the District entered into an Agreement, dated December 2, 2022, (Extraterritorial Agreement) for extraterritorial service and offsite infrastructure; and

WHEREAS, as part of its expansion activities, the District constructed a First Responders Campus Site (Project); and

WHEREAS, the water distribution mains now provide adequate potable water and fire service to the Project (Public Improvements); and

WHEREAS, the City conditioned approval of the Extraterritorial Agreement necessary to serve the Project on the requirement that the District also construct a 16-inch diameter public water main in South Willow Avenue (including installation of public fire hydrants) from East North Avenue to the existing 14-inch diameter main terminating approximately 930 feet south of East Jensen Avenue; and

WHEREAS, the requirements in the Extraterritorial Agreement provided that 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 terminating approximately 930 feet south of East Jensen Avenue (approximately 3,037 feet) and appurtenances (Public Improvements) be eligible for direct cost reimbursement by separate agreement. The reimbursement amount would be based on the true costs of the Public Improvements

supported by documentation and as approved by the Director of Public Utilities or designee;
and

WHEREAS, construction of the Public Improvements was completed on or about February 7, 2025, and the City has formally accepted the Public Improvements and is now the owner of such improvements; and

WHEREAS, the District has submitted invoices reflecting the cost of constructing the Public Improvements and the City has determined the Reimbursement Amount, as defined in **Exhibit A**; and

WHEREAS, the Department of Public Utilities - Water Division supports reimbursement to the District, out of Enterprise Fund, for the Reimbursement Amount, which reflects the total amount the City will reimburse the District for construction of the Public Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the Parties agree that the aforesaid Agreement be amended as follows:

1. Reimbursement Amount. Within 60 days of the Effective Date of this Agreement, City will reimburse District in the amount of \$1,426,051.44 (Reimbursement Amount) for the Public Improvements. The Reimbursement Amount, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, represents the City's total reimbursement to District for the construction and dedication of the Public Improvements to the City. Following payment of the Reimbursement Amount, the City will have no additional financial obligation to the District pertaining to the Public Improvements.

The City further acknowledges that it has accepted dedication and ownership of the Public Improvements and that the District has no further interest in said improvements.

2. Indemnification. To the furthest extent allowed by law, the District shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers 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, the District or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses and any costs or fees to enforce this agreement), arising or alleged to have arisen directly or indirectly out of this Agreement. The District's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

3. Miscellaneous Terms

a. Entire Agreement. 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 the exhibit or attachment. Furthermore, any terms or conditions contained 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.

b. Modifications. This Agreement may be modified only by a written document executed by both Parties hereto.

c. Notices. All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by

regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this subparagraph 10(c). The addresses noted below shall be that party's address for delivery or mailing of notices. Either party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, two (2) days after the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received after 4:00 p.m. in the time zone in which the party is located or on a Saturday, Sunday or legal holiday, it shall be deemed received, on the next business day.

CITY OF FRESNO

747 R Street, 2nd floor
Fresno, CA 93721
Attn: Paul Amico, PE, Director

STATE CENTER COMMUNITY COLLEGE DISTRICT

1171 Fulton Street
Fresno, CA 93721
(559) 243-7100
Attn: Christine Miktarian

d. Severability. If any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal,

invalid, or unenforceable provision were not a part hereof, and the remaining provisions hereof shall remain in full force and effect.

e. Counterparts. This Agreement may be executed in counterparts, including true and accurate copies of the original, all of which, when taken together, shall be deemed on original agreement. Any executed copy shall not be binding upon any party until all Parties have duly executed a copy of this Agreement.

f. 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 proceeding or action shall be entitled to recover from the party its reasonable attorney's fees and legal expenses.

g. Waiver of Terms. No failure or delay by a party to insist on the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or subsequent breach of such provision. 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.

h. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be in Fresno County, California.

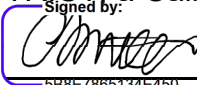
[SIGNATURES FOLLOW ON NEXT PAGE]

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 California public school district

By: _____
Georgeanne A. White
City Manager

Signed by:

By: _____
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Name: Christine Miktarian

By: _____
Paul Amico, PE
Director
Department of Public Utilities

Title: Vice Chancellor, Operations

(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Reviewed for Approval:

By: Jennifer Wharton _____ 6/10/2026
Jennifer M. Wharton _____ Date
Deputy City Attorney

By: _____

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy _____ Date

Attachment:

Exhibit A – Reimbursement Amount for Improvement

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Item No.	Description	Quantity	Unit	Unit Cost	Reim. Amount
1	Mobilization	1	LS	\$ 33,000.00	\$ 33,000.00
2	Traffic Control, Public Convenience, and Safety	1	LS	\$ 65,781.06	\$ 65,781.06
3	SWPPP, Fugitive Dust Control Plan	1	LS	\$ 1,258.23	\$ 1,258.23
4	SWPPP Implementation	1	LS	\$ -	\$ -
5	FDCP Implementation	1	LS	\$ 4,000.00	\$ 4,000.00
6	Worker Protection from Caving Ground in Excavati	1	LS	\$ -	\$ -
7	Clearing and Grubbing	1	LS	\$ -	\$ -
8	16-inch DI Pipe Water Main	3037	LF	\$ 215.48	\$ 654,422.70
9	16-inch Butterfly Valve	7	EA	\$ 10,127.03	\$ 70,889.19
10	Air Release and Vacuum Assembly with Bollards	1	EA	\$ 7,368.71	\$ 7,368.71
11	Fire Hydrant with Delineators	7	EA	\$ 13,593.63	\$ 95,155.41
12	Temporary Trench Resurfacing	3037	EA	\$ 14.68	\$ 44,595.96
13	Permanent Trench Resurfacing (entire Lane)	3037	EA	\$ 100.18	\$ 304,261.42
14	16x14 Wet Tie	1	EA	\$ 7,500.00	\$ 7,500.00
15	Temporary Backflow assembly	1	EA	\$ 20,310.18	\$ 20,310.18
16	County Encroachment Permit	1	LS	\$ 5,566.75	\$ 5,566.75
17	Misc Facilities and Operations	1	LS	\$ 111,941.83	\$ 111,941.83
				Total Construction Cost:	\$ 1,426,051.44

*All construction costs include labor.