

**FIRST AMENDMENT TO AGREEMENT
TO REIMBURSE CITY OF CLOVIS FOR PHASE II OF THE SOUTHERN WATER
MAIN INTERCONNECTION**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of February, 2015, amends the Agreement to Reimburse City of Clovis for Phase II of the Southern Water Main Interconnection, dated June 12, 2008, heretofore entered into between the CITY OF FRESNO, a municipal corporation, ("FRESNO") and the CITY OF CLOVIS, a municipal corporation, ("CLOVIS").

RECITALS

WHEREAS, FRESNO and CLOVIS entered into an agreement to reimburse CLOVIS for Phase I of the southern water main interconnection, dated October 27, 2005, for a total amount not to exceed \$451,000 for the construction of a 16-inch potable water main in North Leonard Avenue from East Gettysburg Avenue to just south of East Ashlan Avenue ("Phase I"); and

WHEREAS, to meet peak hour demands, reduce the reliance and impact on groundwater and provide temporary service and on-going emergency back-up, FRESNO and CLOVIS entered into the Fresno-Clovis Water System Interconnection Agreement, dated May 15, 2007 ("System Agreement"), for interconnection of municipal potable water systems, allowing FRESNO and CLOVIS to exchange potable water through two connection points: (i) the northern connection at East Behymer Avenue and North Willow Avenue, and (ii) the southern connection at North Leonard Avenue and the Gould Canal; and

WHEREAS, FRESNO and CLOVIS entered into an agreement, dated June 12, 2008 ("Phase II Agreement"), to reimburse CLOVIS a total amount not to exceed \$1,152,600 for Phase II of the southern water main interconnection for the construction within twelve months of a 16-inch potable water main in North Leonard Avenue from the south side of East Ashlan Avenue to approximately the south side of the Gould Canal ("Phase II") where it would connect with Phase III that extended south in North Leonard and then west in Shields Avenue to connect to FRESNO'S potable water system at the intersection of Locan Avenue and Shields Avenue ("Phase III"); and

WHEREAS, construction of Phase I by CLOVIS and Phase III by FRESNO have been completed; and

WHEREAS, FRESNO and CLOVIS now desire to extend time to complete construction of Phase II; and

WHEREAS, the purpose of this Amendment is to extend time for construction of Phase II.

AGREEMENT

NOW THEREFORE, the parties agree that the aforesaid Phase II Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. Time to complete construction by CLOVIS of Phase II under the Phase II Agreement is extended to be completed within 18 months of the execution of this Amendment by both parties.
3. Except as otherwise provided herein, the Phase II Agreement entered into by FRESNO and CLOVIS, dated June 12, 2008, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

CITY OF FRESNO,
a municipal corporation

CITY OF CLOVIS,
a municipal corporation

By: _____
Thomas C. Esqueda, Director
Department of Public Utilities

By: _____
Steven White, City Engineer

ATTEST:
YVONNE SPENCE, CMC
City Clerk

ATTEST:
JOHN HOLT
City Clerk

By: _____
Deputy

By: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN, City Attorney

REVIEWED:

By: _____
Brandon M. Collet Date
Deputy

By: _____
Robert Woolley, City Manager

APPROVED AS TO FORM:

By: _____
David J. Wolfe, City Attorney