

SUPPLEMENTAL AGREEMENT NO. 1  
TO  
FRESNO-CLOVIS WATER SYSTEM INTERCONNECTION AGREEMENT  
FOR INTERCONNECTION OF MUNICIPAL POTABLE WATER SYSTEMS  
FOR TEMPORARY SERVICE AND EMERGENCY BACK UP

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the effective date, by and between the CITY OF FRESNO, a municipal corporation ("FRESNO"), and the CITY OF CLOVIS, a municipal corporation ("CLOVIS"), and FRESNO IRRIGATION DISTRICT, a public corporation ("DISTRICT"). FRESNO and CLOVIS are collectively referred to as "Cities".

RECITALS

WHEREAS, the Cities of FRESNO and CLOVIS are municipal corporations in the State of California where FRESNO is a charter city and CLOVIS is a general law city; and

WHEREAS, the DISTRICT is an irrigation district organized and lawfully operated pursuant to provisions of Division 11 of the California Water Code; and

WHEREAS, Cities have an existing agreement, "FRESNO-CLOVIS WATER SYSTEM INTERCONNECTION AGREEMENT", dated May 15, 2007, ("Interconnection Agreement"), that authorizes and provides for interconnection of the Cities potable water distribution systems at two locations, Leonard Avenue at the Gould Canal Alignment and Behymer Avenue at Willow to provide short term service and ongoing emergency backup; and

WHEREAS, FRESNO and DISTRICT have an existing agreement, "COOPERATIVE AGREEMENT BETWEEN FRESNO IRRIGATION DISTRICT AND CITY OF FRESNO FOR WATER UTILIZATION AND CONVEYANCE", dated May 25, 1976, ("Fresno Cooperative Agreement"), which provides for the conveyance and utilization of surface water supplies; and

WHEREAS, CLOVIS and DISTRICT have an existing agreement, "COOPERATIVE AGREEMENT BETWEEN FRESNO IRRIGATION DISTRICT AND CITY OF CLOVIS FOR WATER UTILIZATION AND CONVEYANCE", dated August 7, 1972, ("Clovis Cooperative Agreement"), which provides for the conveyance and utilization of surface water supplies; and

WHEREAS, the governing bodies of FRESNO, CLOVIS and DISTRICT have and do find and determine that it is in the best interest of said parties to work cooperatively to provide and protect the water supplies for the water users within the respective parties' boundaries.

NOW, THEREFORE, in consideration of the foregoing recitals, it is mutually agreed that:

The Interconnection Agreement does not supersede the Fresno Cooperative Agreement or the Clovis Cooperative Agreement, and all provisions of the Fresno Cooperative

Agreement and the Clovis Cooperative Agreement remain in effect. Accordingly, notwithstanding any contrary provision of the Interconnection Agreement, neither FRESNO nor CLOVIS shall take any action thereunder that conflicts with or is contrary to any provision of the Fresno Cooperative Agreement or the Clovis Cooperative Agreement.

Executed by the parties hereto as of the day and year first above written.

CITY OF FRESNO, a Municipal Corporation

CITY OF CLOVIS, a Municipal Corporation

By: \_\_\_\_\_  
Bruce A. Rudd  
City Manager

By: \_\_\_\_\_  
Robert Woolley  
Clovis City Manager

By: \_\_\_\_\_  
Thomas C. Esqueda  
Director of Public Utilities

ATTEST:

By: \_\_\_\_\_  
City Clerk, City of Clovis

ATTEST:  
YVONNE SPENCE, CMC, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
David Wolfe                      Date  
Clovis City Attorney

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

FRESNO IRRIGATION DISTRICT, a public corporation

By: \_\_\_\_\_  
Brandon M. Collet              Date  
Deputy City Attorney

By: \_\_\_\_\_  
Gary Serrato  
General Manager

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Date  
General Counsel