

**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 Dec 2 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 SCCCD.

[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: [Signature]
Brock D. Buche
Director of Public Utilities

By: [Signature]
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: [Signature] 11.22.22
for: Jennifer M. Quintanilla Date
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: [Signature] 12-2-22
Deputy Records Supervisor 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

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: Denken Farms, a California
limited partnership
General Partner

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

By: [Signature]
Kenneth Parnagian, member

By: [Signature]
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:

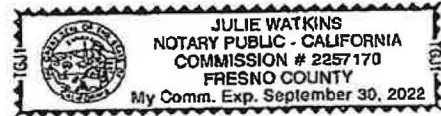
On September 11, 2019 before me, Julie Watkins, Notary Public
a Notary Public, personally appeared Kenneth Parnagian and Dennis Parnagian

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)



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.

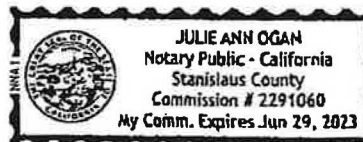
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Julie Ann Ogan

(Seal)



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



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,

A handwritten signature in blue ink, appearing to read "D. Fey", is written over the typed name and title.

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

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

Attachment C

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.

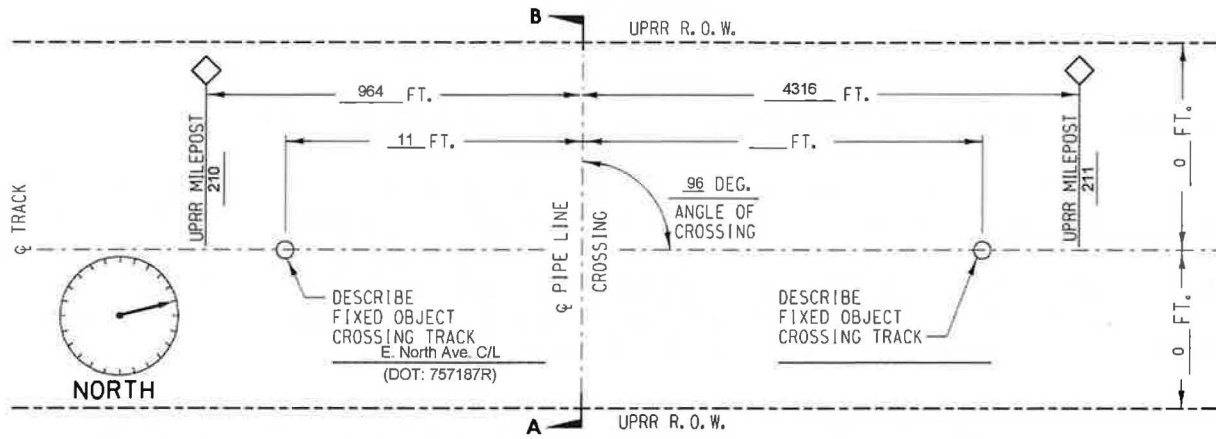
Article 8. ASSIGNMENT.

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**.

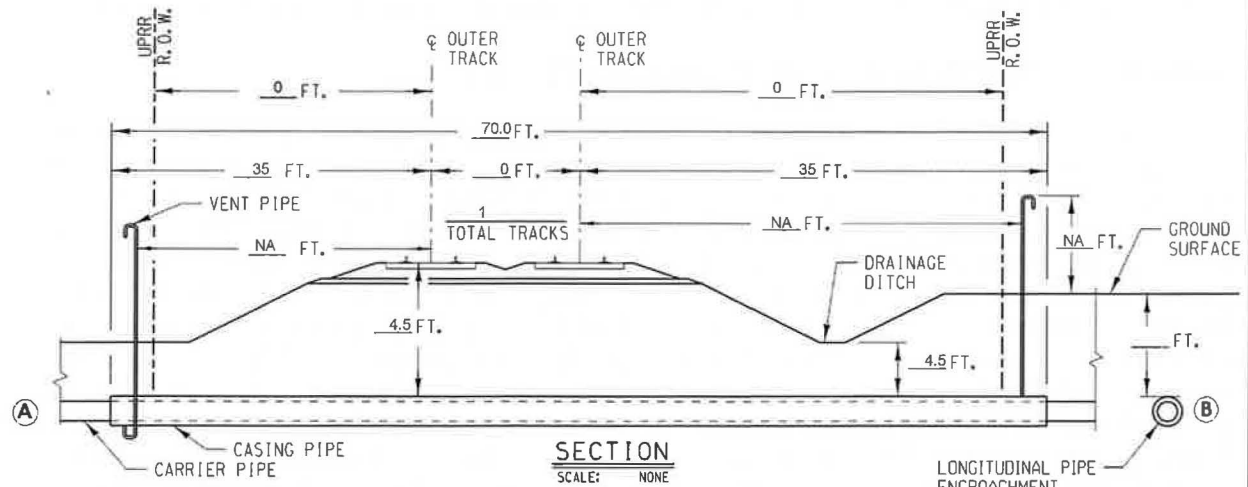
B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

NON-FLAMMABLE LIQUID PIPELINE

CROSSING
 ENCROACHMENT
 BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

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

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

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

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

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,

Attachment D

**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

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>
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**

<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	

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 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**

Fee Description & Unit/Time *	Current	Amnd
Sewage effluent, metered		
HCF¹	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		
HCF¹	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		
HCF¹	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	

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 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**

Fee Description & Unit/Time	Current	Amnd
Hauled Waste Disposal		561
Septage and Non Domestic Waste 1,000 gallons ²	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	
* 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).		
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

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>
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>
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 Scn 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 6-516)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Transmission Grid Reimbursement [^]	See FMC 6-516	530**
Transmission Grid Main (TGM) credit/reimbursement for private installation when required to be constructed to transmission grid size (per lineear 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 Capactiy Charge Ordinance.

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

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

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.