

**AGREEMENT NO. 1991(G)-AI**

**REIMBURSEMENT AGREEMENT  
FOR COOPERATIVE AGENCY GROUNDWATER RECHARGE INFRASTRUCTURE  
CONSTRUCTION PROJECT  
(INTERTIE FACILITIES TO STORM DRAIN BASIN AI)**

THIS REIMBURSEMENT AGREEMENT FOR COOPERATIVE AGENCY GROUNDWATER RECHARGE INFRASTRUCTURE CONSTRUCTION PROJECT (this "Agreement") is made and entered into \_\_\_\_\_, 2021 (the "Effective Date"), by and between the Fresno Metropolitan Flood Control District, a California public corporation, ("District"), and the City of Fresno, a California municipal corporation ("City").

**RECITALS**

WHEREAS, on March 24, 2010, City and District entered that certain "Reimbursement Agreement for Cooperative Agency Groundwater Recharge Infrastructure Construction Projects" (the "Reimbursement Agreement"); and

WHEREAS, the Reimbursement Agreement allowed City and District to cooperatively plan, identify, and construct surface water intertie projects to expand groundwater recharge activities at District's storm drain basins throughout City; and

WHEREAS, in 2019, City authorized District to proceed with the construction of groundwater recharge infrastructure intertie facilities to storm drain Basin AI ("Basin AI Intertie Project"), as depicted in Exhibit A attached hereto and incorporated herein by this reference, which will allow for the expansion of City's groundwater recharge program to meet its long term goals of a balanced and sustainable water resources portfolio by helping to alleviate aquifer overdraft conditions;

WHEREAS, City authorized District to commence construction of the Basin AI Intertie Project and agreed to reimburse District pursuant to the terms set forth in the Reimbursement Agreement; and

WHEREAS, the Reimbursement Agreement has since expired and, as of the Effective Date, is in the process of being extended by a separate restated agreement; and

WHEREAS, despite the expiration of the Reimbursement Agreement, District and City agreed to proceed with and completed construction of the Basin AI Intertie Project under the terms of the Reimbursement Agreement; and

WHEREAS, the Basin AI Intertie Project is now complete and by this Agreement, City wishes to reimburse District for the City Total Cost, as defined below, which reflects City's proportional share of the contract administration and design, inspection, and construction of the Basin AI Intertie Project.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated by this reference, and for valuable consideration hereby acknowledged, the Parties agree as follows:

1. City Total Cost. Within sixty (60) days of the Effective Date of this Agreement, City will reimburse District in the amount of \$80,770.95 ("City Total Cost") for the Basin AI Intertie Project. The City Total Cost, as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference, represents the City's total reimbursement to District for the Basin AI Intertie Project. Following payment of City's Total Cost, the City will have no additional financial obligation to District pertaining to Basin AI Intertie Project.

2. Limitation. This Agreement only pertains to reimbursement for construction of the Basin AI Intertie Project. Should the Parties desire to cooperatively plan, identify, and construct surface water intertie projects in the future, the parties shall enter into a separate agreement.
3. Indemnification. To the furthest extent allowed by law, 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, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. This section shall survive termination or expiration of this Agreement.
4. Miscellaneous.
  - (a) Entire Agreement. This Agreement (including the Exhibits hereto) contains the entire Agreement between District and City in regard to the subject matter hereof, and no oral statements or prior written documents not specifically incorporated into this Agreement shall be any force or effect.
  - (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**

2600 Fresno Street  
Fresno, CA 93721-3623  
Fax Number: 559-488-1045  
Attn: Michael Carbajal

**Fresno Metropolitan Flood Control District**

5469 East Olive Avenue  
Fresno, CA 93727  
Fax Number: 559-456-3194  
Attn: Brent Sunamoto

(d) Severability. If 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) Construction. The parties hereto acknowledge that each party has, or has had the opportunity to have, counsel of its own choosing review and revise this Agreement, such that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(f) 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.

(g) Waiver. 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) Assignment. Neither party hereto shall assign this Agreement, or any interest therein, without the prior written consent of the other. Any such attempted assignment in violation of this Agreement shall be null and void.

**[Signatures follow on the next page.]**

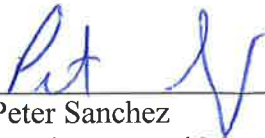
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of

\_\_\_\_\_ day of \_\_\_\_\_ 2021.

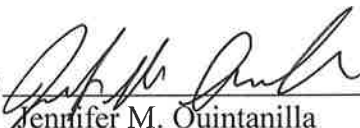
CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Michael Carbajal, Director  
Department of Public Utilities


FRESNO METROPOLITAN FLOOD  
CONTROL DISTRICT  
a California public corporation

By:  \_\_\_\_\_  
Peter Sanchez  
Interim General Manager-Secretary

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  3/14/21  
Jennifer M. Quintanilla  
Deputy

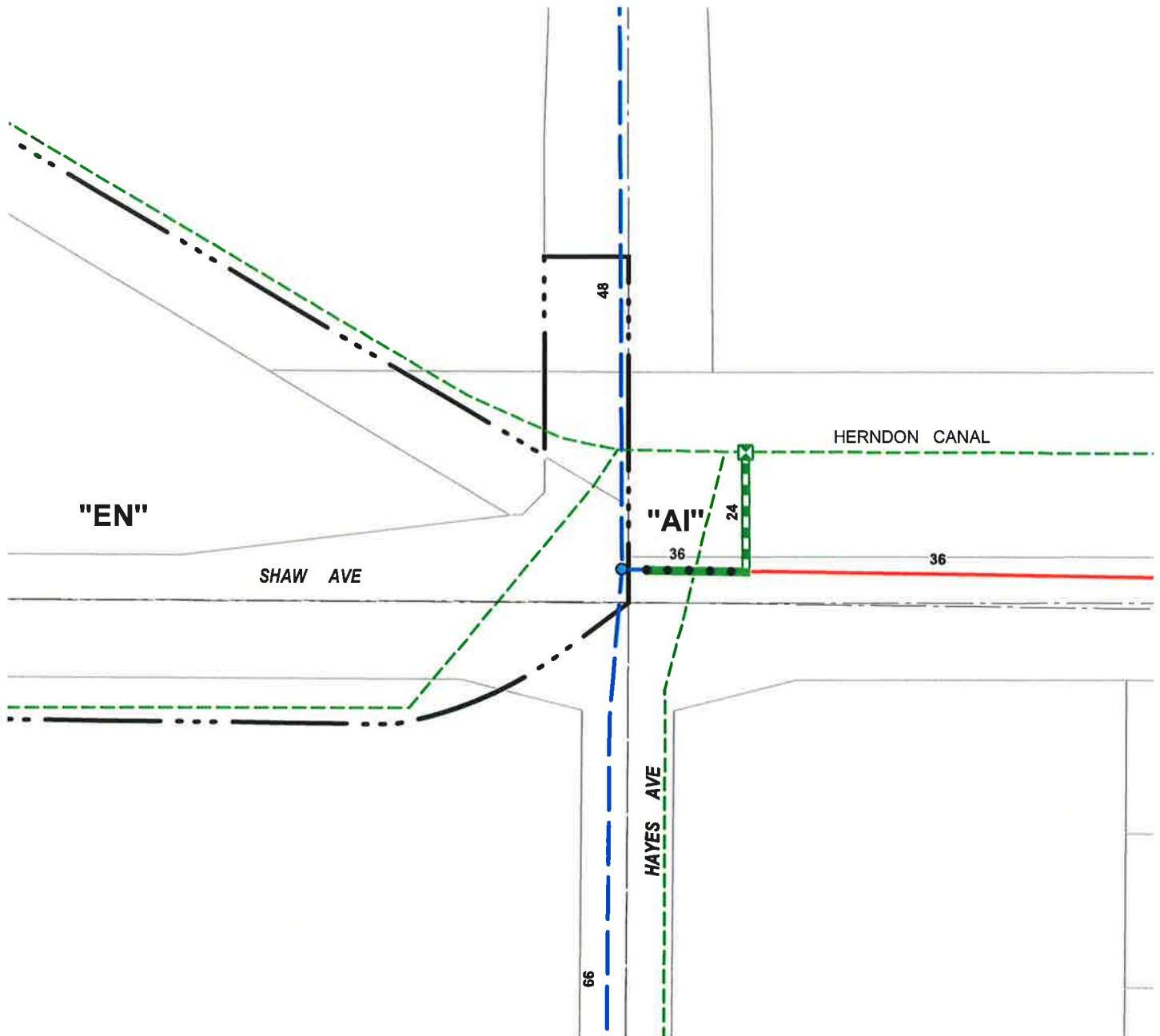
BAKER, MANOCK AND JENSEN

By:  \_\_\_\_\_  
Attorneys for DISTRICT






ATTEST:  
YVONNE SPENCE, MMC

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

**NOTE: THIS MAP IS SCHEMATIC.  
DISTANCES, AMOUNT OF CREDITABLE  
FACILITIES, AND LOCATION OF INLET  
BOUNDARIES ARE APPROXIMATE.**



## LEGEND

-  Master Plan Facilities Constructed
-  Non-Master Plan Facilities To Be Constructed
-  Existing Facilities
-  Future Facilities
-  Drainage Area Boundary



1" = 100'

**CONTRACT "AI-27"**  
**HERNDON CANAL INTERTIE**

**EXHIBIT "A"**



**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT**

Prepared by: danielg

Date: 11/19/2020

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**EXHIBIT "B"**  
**CONTRACT "A1-27"**  
**ACTUAL BREAKDOWN FOR REIMBURSEMENT**

Item No.	Engineer Est. Quantity	Item	District Quantity	City Quantity	BID Price	District Total Cost	City Total Cost
1.	37 LF	24" Rubber Gasket Reinforced Concrete Pipe, ASTM C361 B-25, in Place and Backfilled	0	37	\$ 151.00	-	\$ 5,587.00
2.	80 LF	36" Reinforced Concrete Pipe, Class V or Class IV with Special Bedding, in Place and Backfilled	80	0	\$ 253.00	\$ 25,127.16	\$ -
3.	1 EA	Type "A" Case 1 Manhole with Eccentric Cone, Steps and Bolt Down Lid, in Place and Complete	0.5	0.5	\$ 7,500.00	\$ 3,750.00	\$ 3,750.00
4.	1 EA	48" Type "B" Meter Stand with Flow Meter, in Place and Complete	0	1	\$ 31,600.00	-	\$ 31,600.00
5.	1 EA	Canal Turnout Structure	0	1	\$ 16,700.00	-	\$ 16,700.00
6.	1 LF	Temporary Trench Resurfacing	0	0	\$ 12.00	-	\$ -
7.	52 LF	Permanent Trench Resurfacing	39	13	\$ 96.00	\$ 3,744.00	\$ 1,248.00
8.	1 LS	Traffic Control	0.30	0.70	\$ 4,000.00	\$ 1,200.00	\$ 2,800.00
9.	1 LS	Dust Control	0.30	0.70	\$ 500.00	\$ 150.00	\$ 350.00
10.	1 LS	Worker Protection	0.30	0.70	\$ 2,500.00	\$ 750.00	\$ 1,750.00
11.	1 LS	Miscellaneous Facilities & Operations	0.30	0.70	\$ 7,500.00	\$ 2,250.00	\$ 5,250.00

Approved by \_\_\_\_\_  
 Prepared by BHS

**District Total Cost = \$ 36,971.16**  
 City Subtotal Cost = \$ 69,035.00  
 17% Administration, Design and Inspection = \$ 11,735.95  
**City Total Cost = \$ - \$ 80,770.95**