

CITY OF FRESNO  
City Clerk's Office (Original)

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SECOND AMENDMENT TO THE MASTER AGREEMENT  
FOR THE USE OF FRESNO IRRIGATION DISTRICT  
CANALS FOR THE DISPOSAL OF STORM WATERS

This Second Amendment to the Master Agreement for the Use of Fresno Irrigation District Canals for the Disposal of Storm Water (hereinafter referred to as Master Agreement), executed on this 25th day of September, 2012 (the "Effective Date"), by and between the County of Fresno, a political subdivision of the State of California (hereinafter referred to as "County"), the City of Fresno, a municipal corporation of the State of California (hereinafter referred to as "Fresno"), the City of Clovis, a municipal corporation of the State of California (hereinafter referred to as "Clovis"), the Fresno Metropolitan Flood Control District (hereinafter referred to as "FMFCD"), and the Fresno Irrigation District (hereinafter referred as "FID"). (County, Cities, FMFCD, and FID are sometimes collectively referred to as "the Parties.")

RECITALS:

WHEREAS, on January 7, 1972, as subsequently amended in the First Amendment executed on January 25, 1972, the Parties entered into a Master Agreement for use of FID's canals for disposal of storm waters, and

WHEREAS, said Master Agreement identifies a distribution of all reasonable costs and expenses incurred by FID, as a result of the execution of said Master Agreement and/or in the administration and carrying out of said agreement, or on account of maintenance, alterations, repair, operation, or use of the canals which is solely caused by the discharge of storm waters into the canals by the Parties of the agreement as follows:

Fresno Irrigation District	3%
County of Fresno	40%
City of Fresno	25%
City of Clovis	5%
Fresno Metropolitan Flood Control District	25%
Alluvial Drainage District	2%

APPROVED BY CITY COUNCIL  
March 21, 2013  
By Sherrin L. Badgett  
DEPUTY

1 WHEREAS, the Parties now agree that the conditions, institutional arrangements,  
2 jurisdictional boundaries, and responsibilities for storm water management have substantially  
3 changed since the original agreements were executed, and as a result, warrant reconsideration  
4 of the original distribution of costs obligations identified in the Master Agreement.

5 NOW, THEREFORE, the Parties hereby agree to amend the Master Agreement as  
6 follows:

7 AGREEMENT

8 1. The distribution of cost obligations listed in Paragraph 12 of the Master Agreement is  
9 hereby amended, as follows:

10	Fresno Irrigation District	4%
11	County of Fresno	20%
12	City of Fresno	33%
	City of Clovis	7%
	Fresno Metropolitan Flood Control District	36%

13 2. This Second Amendment hereby amends the Master Agreement to reflect the  
14 succession of the Alluvial Drainage District by FMFCD, including its cost obligation, and

15 3. Unless expressly modified by the terms of this Second Amendment, all other terms of  
16 the Master Agreement, and of the First Amendment to the Master Agreement, shall remain in  
17 full force and effect, and

18 4. This agreement shall take effect on January 1, 2013.

19 IN WITNESS THEREOF, the Parties hereto have executed this Second Amendment to  
20 the Master Agreement in the County of Fresno, State of California, on the date set forth above.

21 **COUNTY OF FRESNO**, a Political  
22 Subdivision of the State of California

**CITY OF FRESNO**, a Municipal  
Corporation of the State of California

23 By: *Abraham A. Prohigian*  
24 Chairman, Board of Supervisors  
9/25/12

By: *Mark Scott*  
for Mark Scott, City Manager

25 ATTEST:  
26 Bernice E. Seidel  
Clerk to the Board of Supervisors

ATTEST:

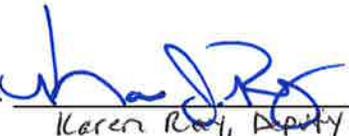
27 By: *Bernice E. Seidel*  
28 Bernice E. Seidel,  
Clerk to the Board of Supervisors

By: *Sherrie L. Badetocher*  
City Clerk 4/18/2013

1 REVIEWED AND RECOMMENDED  
FOR APPROVAL:  
2 John A. Navarrette, County Administrative  
Officer

3  
4  
5 By:   
6 John A. Navarrette  
County Administrative Officer

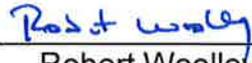
APPROVED AS TO LEGAL FORM:  
~~James C. Sanchez~~, City Attorney  
City of Fresno

By:   
Karen Ray, Deputy

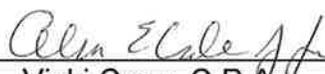
7 APPROVED AS TO LEGAL FORM:  
8 Kevin Briggs, Fresno County Counsel

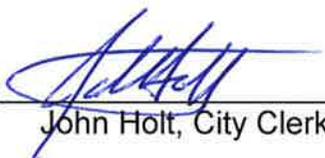
9  
10 By:   
11 Kevin Briggs, County Counsel  
MICHAEL LINDEN, DEPUTY

CITY OF CLOVIS, a Municipal  
Corporation of the State of California

By:   
Robert Woolley, City Manager

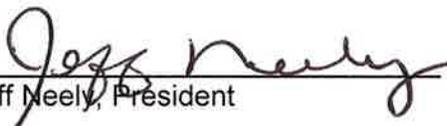
12 APPROVED AS TO ACCOUNTING FORM:  
13 VICKI CROW, C.P.A.  
Auditor-Controller/Treasurer-Tax Collector

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15 By:   
16 Vicki Crow, C.P.A.

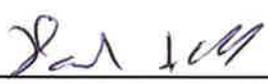
ATTEST:  
By:   
John Holt, City Clerk

17 **FRESNO IRRIGATION DISTRICT**

18 JEFF NEELY  
19 President, Fresno Irrigation District

20  
21 By:   
22 Jeff Neely, President

APPROVED AS TO LEGAL FORM:  
DAVID WOLFE, City Attorney, City of  
Clovis

By:   
David Wolfe, City Attorney

23 REVIEWED AND RECOMMENDED FOR  
APPROVAL:

24  
25 GARY R. SERRATO  
General Manager, Fresno Irrigation District

26  
27 By:   
28 GARY R. SERRATO, General Manager

1 **FRESNO METROPOLITAN FLOOD CONTROL**  
2 **DISTRICT**

3 REVIEWED AND RECOMMENDED FOR  
4 APPROVAL:

5 BOB VAN WYK  
6 General Manager, Fresno Metropolitan Flood  
7 Control District

8 By:   
9 Bob Van Wyk, General Manager

10 APPROVED AS TO LEGAL FORM:  
11 Baker, Manock, Jensen

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13 By: \_\_\_\_\_  
14 Douglas B. Jensen, Attorney for District

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