

AGREEMENT FOR REIMBURSEMENT

This Agreement ("AGREEMENT") is made and entered into this 30th day of July, 2024 by and between the **COUNTY OF TULARE** (hereinafter referred to as "COUNTY"), and the **CITY OF VISALIA** (hereinafter referred to as "CITY"). An individual signatory agency in this AGREEMENT is referred to as "PARTY." Collectively, the signatory agencies in this AGREEMENT are referred to as "PARTIES."

RECITALS

WHEREAS, the COUNTY is the lead agency on the Avenue 280 Widening Project - Segment 2 which includes roadway reconstruction and widening between Road 140 (Lover's Lane) in Visalia, and Virginia Avenue in Farmersville. (hereinafter collectively referred to as "PROJECT"); and

WHEREAS, the PROJECT is scheduled for construction in fiscal year 2024/2025; and

WHEREAS, COUNTY has determined that CITY is the owner of a sanitary sewer system within the limit of PROJECT; and

WHEREAS, CITY has requested that master planned sanitary sewer infrastructure between Road 140 (Lover's Lane) and Road 144 be installed as a part of the PROJECT;

WHEREAS, the COUNTY has determined that a portion of the Project lies within the City of Visalia Urban Growth Boundaries as established in the City's General Plan, and the LAFCO sphere of influence; and

WHEREAS, COUNTY agrees to include a portion of the master planned sewer system expansion as part of the PROJECT;

WHEREAS, the CITY agrees to reimburse COUNTY for the full cost for all work involved in the design and construction of the sanitary sewer related work; and

WHEREAS, this AGREEMENT provides the framework for the collaboration between COUNTY and CITY by defining the terms and conditions under which adjustment of existing sanitary sewer manholes found to be in conflict with the PROJECT will be handled; and

WHEREAS, PARTIES are authorized to enter into this AGREEMENT per California Government Code section 23004, et seq., and the California Streets and Highways Code sections 1685 and 1803.

NOW, THEREFORE, it is mutually understood and agreed by PARTIES as follows:

Tulare County Agreement No. 31826

1. CITY hereby agrees to reimburse the COUNTY for actual design and construction costs for sanitary sewer work. The limits of the new sewer installation are shown on Exhibit A (attached), and the estimated construction costs are shown on Exhibit B (attached). Actual construction costs will be determined based on the actual installed cost of sewer system that were paid to the contractor. Design costs shall be calculated based on a percentage of construction cost and shall not exceed five percent (5%) of the actual construction cost for sewer system work.
2. Upon PROJECT completion, the COUNTY shall invoice the CITY within six (6) months of the recorded Notice of Completion date for the improvements. The CITY shall pay the COUNTY within ninety (90) days of the invoice date.
3. Upon approval of the Notice of Completion by the COUNTY Board of Supervisors, the warranty period of one (1) year begins. CITY hereby agrees that all work completed as part of this PROJECT is subject to the above warranty period. If there is a defect in such work, the COUNTY, on behalf of the CITY, will cause the contractor that performed the work to undertake necessary corrective action.
4. COUNTY agrees that as the plans and specifications for the sanitary sewer portion of the PROJECT are being designed it shall seek confirmation from the CITY for review and confirmation that the proposed sewer design will properly integrate with the existing CITY sewer system. Review by the CITY is limited to confirmation that the proposed design will integrate with the existing CITY sewer system. COUNTY agrees the plans for the PROJECT shall not be released until CITY has confirmed that the sewer plan design will meet CITY requirements, or twenty (20) business days have passed after COUNTY provides the CITY with written notice that confirmation of the sewer design is required for the COUNTY to move forward with construction bidding. CITY agrees that no other authorization, oversight, input or requirement other than the authority conferred by this AGREEMENT shall be necessary from the COUNTY.

5. This AGREEMENT shall terminate upon acceptance of final payment by COUNTY for the PROJECT, unless the PARTIES agree through an amendment to this AGREEMENT to an extension of time.
6. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and save harmless COUNTY and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT.
7. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and save harmless CITY and its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this AGREEMENT.
8. COUNTY shall maintain complete and accurate records with respect to all work authorized by this AGREEMENT.
9. COUNTY shall provide CITY with a copy of the As-Built plans after the completion of the project.

10. This AGREEMENT represents the entire AGREEMENT between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this AGREEMENT may be modified without the written consent of both parties.
11. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:	RMA Director: Government Plaza 5961 S Mooney Blvd Visalia, CA 93277 Phone No. (559) 624-7000 Fax No.: (559) 730-2653
CITY:	City Manager: 220 N. Santa Fe St. Visalia, CA 93292 Phone No.:(559) 713-4300 Fax No.:(559) 713-4800

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

12. This AGREEMENT reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
13. Unless specifically set forth, the parties to this AGREEMENT do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

14. This AGREEMENT shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this AGREEMENT shall be brought in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
15. The failure of either party to insist on strict compliance with any provision of this AGREEMENT shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the AGREEMENT by the other party.
16. The Recitals and the Exhibits to this AGREEMENT are fully incorporated into and are integral parts of this AGREEMENT.
17. This AGREEMENT is subject to all applicable laws and regulations. If any provision of this AGREEMENT is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the AGREEMENT to either party is lost, the AGREEMENT may be terminated at the option of the affected party. In all other cases the remainder of the AGREEMENT shall continue in full force and effect.
18. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this AGREEMENT.
19. COUNTY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
20. This AGREEMENT becomes effective when executed by both parties.

THE PARTIES, having read and considered the above provisions, indicate their AGREEMENT by their authorized signatures below.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this AGREEMENT on the day and year first written above:

CITY OF VISALIA

Date 6-17-24

By

Leslie B. Caviglia
Leslie Caviglia
City Manager

ATTEST: Michelle Nicholson
Chief Deputy City Clerk
of the City of Visalia

By Michelle Nicholson

Approved as to Form:
City Attorney

By [Signature]

COUNTY OF TULARE

Date 7/30/2024

By

[Signature]
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By [Signature]
Deputy Clerk



Approved as to Form:
County Counsel

By Matthew C. Pierce
Deputy

Matter No. 2023747

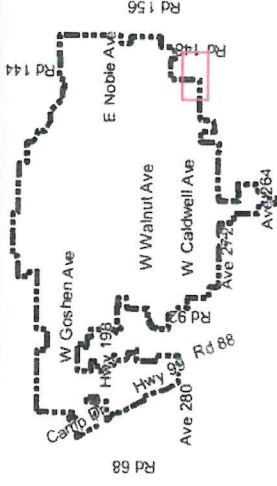
Tulare County Agreement No. _____

Exhibit “A”

Project Number: WWGM-7
 Project Name: South Lovers Lane Main
 System Type: Sanitary SewerCollection System

Project Description:

This project will connect a 12-inch to the 15-inch diameter pipeline in Cadwell across the Lovers Lane intersection and provide an alignment to the north along Lovers Lane. A preliminary analysis shows the pipeline has depth to cross the waterway and maintain spacing.



Project Details:

Project Element	Existing Diameter (in)	Proposed Diameter (in)	Replace New	Length (ft)	Unit Cost (\$)	Baseline Construction Cost ⁽¹⁾ (\$)	Estimated Construction Cost ⁽²⁾ (\$)	Capital Improvement Cost ⁽³⁾ (\$)	Project Schedule
Gravity Main	-	12	New	5,000	\$ 240	\$ 1,200,000	\$ 1,560,000	\$ 1,989,000	2031-2035

Notes:

- (1) ENR 20 City Average Construction Cost Index for March 2021 is 11,759.
- (2) Estimated Construction Cost includes a 30% contingency of the baseline construction cost.
- (3) Total project costs includes a 10% markup for engineering, a 10% markup for construction management and a 7.5% markup for project administration of the estimated construction cost.

Project Cost Allocation:

Reimbursement Category	Percent	Cost (\$)
Existing Users	0%	\$ -
Future Users	100%	\$ 1,989,000
Total	100%	\$ 1,989,000

Notes on Cost Estimation:

Project will address future growth, therefore 100-percent of cost is assigned to future users.

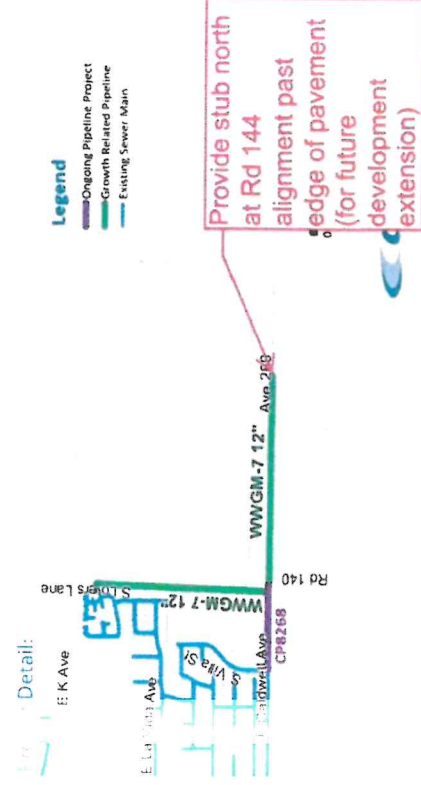


Exhibit “B”

Project: Avenue 280 Widening, Segment 2

Preliminary Engineer's Estimate - Sanitary Sewer in City of Visalia Spere of Influence per Masterplan

Date: 3/12/2024
By: K. Chavez
Checked: K. McDonald

Item	Description of Work	Qty	Unit	Unit Price	Total
1	12-Inch PVC Sanitary Sewer Pipe (Lovers Lane to Rd. 144)	2,683	LF	\$150.00	\$402,450.00
2	48-Inch Sanitary Sewer Manhole (Lovers Lane to Rd. 144)	6	EA	\$10,000.00	\$60,000.00
3	Sanitary Sewer Plug (Lovers Lane to Rd. 144)	1	EA	\$500.00	\$500.00
Construction Subtotal					\$462,950.00
Contingency (10%)					\$46,295.00
Estimated Design Fees					\$23,147.50
Total					\$532,392.50

*Note unit prices for material and labor are priced according to the current market rates and values and they are subject to change in the future.