

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the COUNTY OF TULARE, hereinafter referred to as COUNTY, and the OROSI PUBLIC UTILITY DISTRICT, hereinafter referred to as DISTRICT, with reference to the following:

WHEREAS, DISTRICT is constructing certain improvements to the sewer system located on Walnut Avenue in Orosi as shown on Exhibit "A," attached hereto and made a part hereof by reference; and

WHEREAS, in lieu of DISTRICT resurfacing sewer line trenches, COUNTY will resurface Walnut Avenue as shown on said Exhibit "A"; and

WHEREAS, DISTRICT is willing to pay \$23,520.00 toward the COUNTY trench resurfacing costs; and

ACCORDINGLY, IT IS AGREED:

1. DISTRICT shall contribute to COUNTY trench resurfacing costs in the amount of \$23,520.00.
2. DISTRICT shall notify COUNTY upon construction completion and final acceptance of sewer line installation and trench backfill.
  - 2a. The sewer trench backfill will include installation of twelve (12) inches of Class II aggregate base in the top twelve (12) inches of the trench line, level to the finished surface of existing pavement, compacted to 95%.
3. Upon receipt of funds identified herein above from DISTRICT and notification of construction completion of sewer line installation and trench backfill,

COUNTY shall resurface Walnut Avenue between Road 128 and Road 130 in Orosi.

4. This Agreement represents the entire agreement between DISTRICT and COUNTY as to its subject matter and no oral or written understanding shall be of any force of effect. No part of this Agreement may be modified without the written consent of both parties.
5. 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: Resource Management Agency Director  
Government Plaza  
5961 South Mooney Boulevard  
Visalia, CA 93277

(Fax No.: (559) 730-2653 / Phone No. (559) 733-6291)

DISTRICT: Orosi Public Utility District  
12488 Avenue 416  
Orosi, CA 93647

(Fax No.: (559) 528-2770 / Phone No. (559) 528-4262)

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.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 165 shall not apply to address and interpret any uncertainty.

7. 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.
8. 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. DISTRICT waives the removal provisions of California Code of Civil Procedure Section 394.
9. 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 or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of 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.

12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.
13. DISTRICT 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.

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

COUNTY OF TULARE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: Jean Rousseau  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

Approved as to Form

By: \_\_\_\_\_  
County Counsel

OROSI PUBLIC UTILITY DISTRICT

By: Anthony Pulakalo  
President, Board of Directors