

## **EXTRATERRITORIAL WASTEWATER SERVICE**

### **AGREEMENT BETWEEN THE CITY OF RIALTO AND SERGIO ARTEAGA AND LETICIA MARTINEZ AS JOINT TENANCY PROPERTY OWNERS**

This **EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT** (“Agreement”) is made and entered into this 24<sup>th</sup> day of February 2026, between Sergio Arteaga and Leticia Martinez, owners of the property located at 19010 Valley Boulevard, Bloomington, CA 92316 as joint tenants (Assessor’s Parcel Number 0253-123-47), (collectively, the “Owners”) and the City of Rialto, a California municipal corporation (“City”) (each a “Party” and collectively the “Parties”).

#### **RECITALS**

WHEREAS the City, through its concessionaire Rialto Water Services, and sewer system operator Veolia, provides wastewater conveyance, treatment, and disposal services for wastewater (“Sewer Services”) to properties within the City’s jurisdiction and spheres of influence, and has adequate pipelines, facilities, and infrastructure for said Sewer Services (“Wastewater Collection System”); and

WHEREAS the Owners have requested the City to provide Sewer Services to a property located within the City’s sphere-of-influence, but outside of the City’s existing corporate boundaries, and which is associated with the property located at 19010 Valley Boulevard, Bloomington, CA 92316, and includes Assessor’s Parcel Number 0253-123-47, as identified on Exhibit “A” and shown on Exhibit “B”, attached hereto and made a part hereof (the “Property”); and

WHEREAS the Owners own the Property as joint tenants; and

WHEREAS other wastewater collection systems are unavailable, and the Owners desire to connect the Property to the City’s Wastewater Collection System for the general health, safety, and welfare; and

WHEREAS through its Wastewater Collection System, City owns and operates wastewater collection mains and any other related and/or additional facilities used for the conveyance, treatment or disposal of wastewater originating in the City and areas located outside the corporate boundaries of the City approved by the City for extraterritorial wastewater service (the “Service Area”), and any extensions, expansions or replacements of any of the above being hereinafter referred to as the “City’s Disposal System”; and

WHEREAS City has defined and established by City Council Resolution 4746 a policy and administrative guidelines to provide Sewer Services outside of the City’s corporate boundaries, and has agreed to provide Sewer Services to the Property through the City’s Disposal System on the terms and conditions contained herein; and

WHEREAS California Government Code Section 56375(p) 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 only if the City first requests and receives approval from the Local Agency Formation Commission for San Bernardino County (“LAFCO”); and

WHEREAS City and Owners desire to memorialize their arrangement for the City’s provision of Sewer Services to the Owners through this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and subject to the terms and conditions contained herein, the Parties hereto hereby agree as follows:

### **ARTICLE I. CONDITION PRECEDENT**

**Section 1.01 Recitals Incorporated.** The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

**Section 1.02 Condition Precedent.** The effectiveness of this Agreement is expressly conditioned upon approval by LAFCO authorizing the City to provide new or extended Sewer Services to the Property. The Effective Date of this Agreement shall be the date of such approval by LAFCO (“Effective Date”).

### **ARTICLE II. RIGHTS AND OBLIGATIONS**

**Section 2.01 Delivery and Receipt of Wastewater.** At all times, except as may be restricted by unforeseen emergencies, Owners shall have the right to deliver to the City’s Disposal System normal strength domestic wastewater (“wastewater”), and City shall have the obligation to receive all such wastewater into the City’s Disposal System and to convey, treat and dispose of such wastewater. If wastewater discharged by the Owners does not comply with all aspects of the City’s Municipal Code, the Owners will, solely at its cost and expense, maintain a pre-treatment program for disposal of domestic wastewater pursuant to Section 4.01.

**Section 2.02 Disposal of Service Area Wastewater; Ownership and Reclamation of Effluent.** The cost of constructing, expanding, extending, maintaining and operating the City’s Disposal System and of conveying, treating and disposing of the wastewater (including without limitation any effluent or by-product thereof) from the Property after delivery of such wastewater to the City’s Disposal System shall be the responsibility solely of the City. Owners shall have no responsibility for, and shall not be liable to the City or any third party for any costs or other expenses incurred by the City in connection with the City’s treatment of such wastewater or related thereto—other than design and construction costs to connect to the City’s Disposal System set forth in Section 2.05 and payment of the Wastewater User Fees set forth in Article III—provided Owners comply with all aspects of the City’s Municipal Code, ordinances and policies, incorporated herein by reference, as they relate to wastewater discharge applicable to the Property (“Sewer Regulations”).

**Section 2.03 Ownership of Service Area Wastewater.** It is the intention and agreement of the Parties that the City shall have total ownership and control of all Service Area wastewater delivered to the City's Disposal System from the Property. Owners warrant that Owners shall comply with all aspects of the City's Municipal Code, ordinances, and policies as they relate to wastewater discharge applicable to the Property.

**Section 2.04 Sewer Connection Points.** Owners are authorized one (1) sewer connection point to the City's Disposal System. Such sewer connection point shall be located at a point mutually acceptable to the Owners, City Engineer, and the City's Building Official.

**Section 2.05 Design and Construction of Sewer Improvements.** To convey wastewater from the Property to the sewer connection point per Section 2.04, Owners agree, at their sole expense and without reimbursement from the City, to design and construct the required sewer improvements, including sewer lines, laterals, and connection points needed for the Owners to connect to the City's Disposal System. Construction of sewer lines, laterals, and connection points shall be in conformance with the specifications and details set forth in the City's Utility Design Standards, Building Safety Codes and other applicable laws and regulations, as may apply. City and the Owners also agree that the design and construction necessary to connect to the City's Disposal System is subject to the appropriate City approvals, including but not limited to plan check(s) and inspections and no work may be commenced under this Agreement until City has approved thereof in writing.

**Section 2.06 Inspection.** City shall have the right, but not the obligation, to inspect all sewer improvements, and examine sewer lines, laterals, connection points and any other facilities related to the Owners' connection to the City's Disposal System at any time, including during construction and operation of any portion of the Sewer System within the Service Area.

**Section 2.07 Maintenance and Repairs.** Maintenance, repairs, and replacement of the laterals including the connection point within the right-of-way shall be the responsibility solely of the Owners at Owners' sole cost and expense without reimbursement from the City. All construction work, maintenance, repairs, and replacements shall be performed under permit from, inspected, and approved by the City. Should Owners fail to operate, maintain, repair, and replace the laterals including the connections within the right-of-way as needed for proper operation of the City's Disposal System and in accordance with the Sewer Regulations, the City shall have the right, but not the obligation, to stop providing Sewer Services. Prior to City stopping Sewer Services for the Property, City shall provide the Owners with written notice of the failure to properly operate, maintain, repair, or replace the laterals and/or connections within the right-of-way, and provide the Owners with not less than thirty (30) days to cure such failures. If, after the notice period expires, the Owners have failed to commence a cure of such failures and thereafter diligently prosecute such cure to completion, City may, in its sole and absolute discretion, stop providing Sewer Services for the Property or perform the

as-required services to cure such failures. In the event that the City performs the as-required services to cure such failures, Owners shall be liable to and pay City for all costs and expenses.

**Section 2.08 Special Conditions.** In addition to any other requirement provided in this Agreement, as a condition of receiving service of the City's Disposal System, the Owners shall comply with the following Conditions of Approval:

1. Any material changes of the Property's existing use which result in material increase in demand or additional dwelling units for Sewer Services (volume, biological, or chemical), shall require the written consent of the City of which consent shall not be unreasonably withheld.

### **ARTICLE III. WASTEWATER USER FEES**

**Section 3.01 Initial Special Service Availability Payment.** In consideration of the City's agreements contained herein, Owners shall, promptly upon the Effective Date of this Agreement, pay to City a service connection fee for treatment, collections, and related fees in the amount of \$8,933.71 in accordance with the adopted fee schedule, Resolution 6069, approved by the Rialto City Council/Rialto Utility Authority on December 27, 2011. Any additional fees related to plan check(s), inspection or not named in this Agreement shall be the responsibility of the Owner.

**Section 3.02 Monthly Wastewater User Fees.** After the Effective Date, Owners shall pay to the City for the provision of Sewer Services a wastewater fee calculated at a rate equal to one point three (1.3) times the rate then charged by the City to properties located within the incorporated boundaries of the City, in accordance with the rates established pursuant to Section 12.08.200 of the City's Municipal Code, or as may be amended from time to time.

**Section 3.03 Delinquent Sewer Service Fees.** Owners shall pay to the City delinquent fees as established in the City's Municipal Code, ordinances, or policies. Any sewer charges that are unpaid by the specified due date shall be a debt in favor of the City, which may use any legal means to collect any delinquent sewer charges, including, but not limited to, placing liens on the Property of any such persons, and collecting such delinquent fees, penalties, and interest due and owing on the property tax roll.

### **ARTICLE IV. MONITORING OF SERVICE AREA WASTEWATER**

**Section 4.01 Pre-Treatment Program; Quality Specifications and Standards.** Pretreatment of wastewater from the Service Area may not be required under this Agreement, provided the Owners comply with all aspects of the City's Municipal Code, ordinances, and policies as they relate to wastewater discharge applicable to the Property. City shall have the right to monitor or restrict the discharge of wastewater to the City's Disposal System if City suspects or discovers the Owners have discharged prohibited substances, as described in the City's Municipal Code, into the City's Wastewater Collection System, or

violated other provisions of said Municipal Code. City may, at its option, allow discharge to resume with the Owner's installation, and proper maintenance of, an approved pretreatment device or system.

## **ARTICLE V. TERM**

**Section 5.01 Effective Date; Term.** This Agreement shall become effective as of the Effective Date as provided in Section 1.02. The Agreement shall continue in perpetuity, or until terminated pursuant to Section 5.02, or such time as the Property is annexed into the corporate boundaries of City. At such time, the Owners shall have such rights, privileges, and duties, including fees and rates, as all other City citizens for the then current wastewater disposal classification.

**Section 5.02 Termination.** Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

## **ARTICLE VI. MISCELLANEOUS**

### **Section 6.01 Indemnification.**

To the full extent permitted by law, Owners agree to indemnify, defend, and hold harmless the City, and its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of this Agreement by the Owners and their officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Owners are legally liable ("indemnitors"), arising from Owners' reckless or willful misconduct, or arising from Owners' or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Owners will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Owners will promptly pay any judgment rendered against the City and its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the performance of or failure to perform this Agreement by Owners and indemnitors; and Owners agree to save and hold the City and its officers, agents, and employees harmless therefrom;

(c) In the event the City and/or its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Owners for such damages or other claims arising out of or in connection with the performance of or failure to perform this Agreement by Owners or the operation or activities of Owners and indemnitors hereunder, Owners agrees to pay to the City and its officers, agents, and employees, any

and all costs and expenses incurred by the City, and its officers, agents, and employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The indemnity obligation shall be binding on successors and assigns of Owners and shall survive termination of this Agreement.

**Section 6.02 Successors and Assigns, Recordation of Agreement.** This agreement shall be recorded against the Property in the Office of the San Bernardino County Recorder. The rights, duties, benefits, burdens, and obligations contained herein are appurtenant to and shall run with the land (i.e. the Property). The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. Owners may not assign its rights and/or obligations under this Agreement without the prior written consent of the City, of which consent shall not be unreasonably withheld. Any such consent by City shall not, in any way, relieve Owners of its obligations and responsibilities under this Agreement.

**Section 6.03 Hold Harmless.** The Owners hereby agree that in the event any penalties or surcharges are assessed against the City for a violation of any federal or state statute imposing restrictions on the quality of discharged wastewater from the Property, to the fullest extent permitted by law, Owner will indemnify, defend, and hold harmless City for such penalties and charges to the extent, and only to the extent, that such penalties and charges result solely from Owners' failure to comply with the wastewater discharge quality specifications and standards per Section 4.01.

**Section 6.04 Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:                   City of Rialto  
                                      150 South Palm Avenue  
                                      Rialto, CA 92376  
                                      Attn: City Manager  
                                      Tel: (909) 820-2528  
                                      Fax: (909) 820-2527

With copy to:               Burke, Williams & Sorensen, LLP  
                                      1770 Iowa Avenue, Suite 240  
                                      Riverside, CA 92507-2479

Attn: Eric Vail, City Attorney  
Tel: (951) 788-0100  
Fax: Not Available

If to Owner: Sergio Arteaga  
19010 Valley Blvd  
Bloomington, CA  
Tel: (909) 586-0836  
Fax: Not Available

Leticia Martinez  
19010 Valley Blvd  
Bloomington, CA  
Tel: (909) 586-0836  
Fax: Not Available

With copy to: N/A

Either Party may change its address by notifying the other Party of the change of address in writing.

**Section 6.04 Costs and Expense of Enforcement.** Should litigation be necessary to enforce any term or provision of this Agreement, the prevailing party shall be entitled to collect all litigation costs and attorney's fees incurred by the prevailing party.

**Section 6.05 Amendment.** No amendment or waiver of any provision of this Agreement or consent to any departure from its terms shall be effective unless the same shall be in writing and signed by the parties hereto.

**Section 6.06 Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity of the remainder hereof.

**Section 6.07 Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

**Section 6.08 Time of Essence.** Time is of the essence in the fulfillment by the parties of their obligations under this Agreement.

**Section 6.09 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal action must be brought in a court of competent jurisdiction in San Bernardino County.

**Section 6.10 As-Built Records and Digital File Submission.** The Owners shall submit complete and accurate as-built records, including all necessary revisions, and all relevant digital files (in AutoCAD and PDF) prior to issuance of Notice of Completion permit for the project. The as-built records shall reflect the final, constructed conditions,

including any deviations from the original plans. These submissions shall be provided to the City in both hard copy and digital format.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, City and Owners have caused this Agreement to be executed the day and year first above written.

**CITY:**

CITY OF RIALTO,  
a Municipal Corporation

By: \_\_\_\_\_  
Tanya Williams, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

BURKE, WILLIAMS & SORENSEN, LLP

By: \_\_\_\_\_  
Eric Vail, City Attorney

**OWNERS:**

By: \_\_\_\_\_  
Sergio Arteaga

By: \_\_\_\_\_  
Leticia Martinez

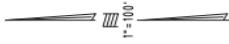
EXHIBIT "A"  
LEGAL DESCRIPTION

TRACT NO 1735 BLOOMINGTON PARK TRACT LOTS 154 155 AND 156 TOGETHER WITH THAT PTN  
OF 20 FT ALLEY ADJLOTS 154 AND 155 ON N ALSO TOGETHER WITH THAT PTN OF S 1/2 OF  
ALLEY ADJ LOT 156 ON N

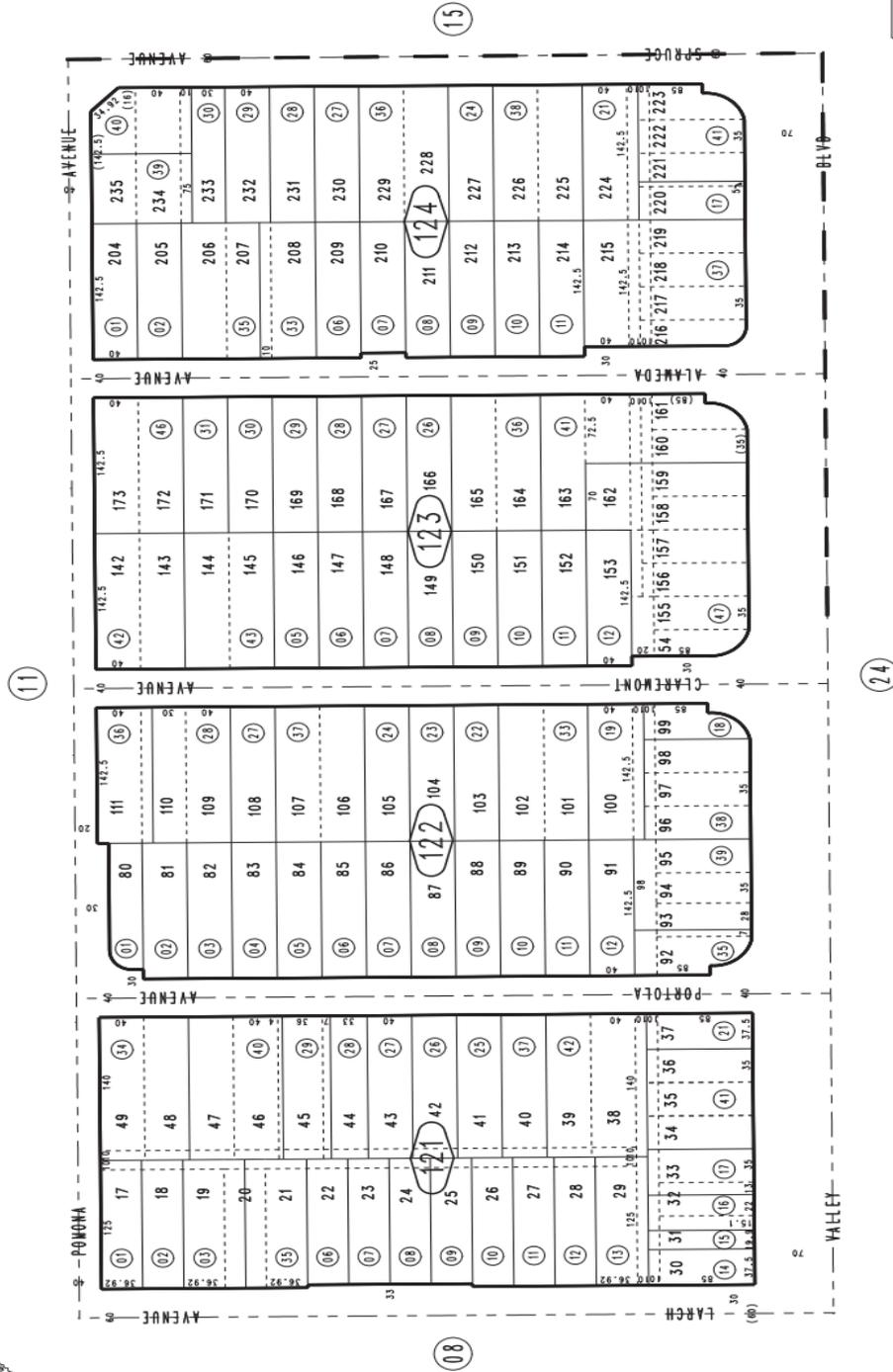
Ptn. Bloomington Park Tract No. 1735  
M.B. 26/39-40

Colton Joint Unified 0253-12  
Tax Rate Area  
64027

THIS MAP IS FOR THE PURPOSE  
OF AD VALOREM TAXATION ONLY.



# EXHIBIT "B"



REVISED  
08/03/22 AP  
04/22/24 KA

Assessor's Map  
Book 0253 Page 12  
San Bernardino County

Ptn. N.E.1/4, Sec. 22  
T.1S., R.5W.

January 2004