



Contract Number

21-689 A1

SAP Number

4400017777

Public Works

Department Contract Representative	Darren J. Meeka, P.E., Deputy Director
Telephone Number	(909) 386-8703
Contractor	City of Rialto
Contractor Representative	Thomas J. Crowley
Telephone Number	(909) 820-8056
Contract Term	January 1, 2023 to December 31, 2025
Original Contract Amount	\$598,944
Amendment Amount	\$998,672
Total Contract Amount	\$1,587,616
Cost Center	6706604250

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

WHEREAS, the CITY OF RIALTO, ("Rialto") and SAN BERNARDINO COUNTY ("County") previously entered into Contract No. 00-289, dated May 20, 2000, wherein the County agreed to pay Rialto in consideration for the grant of water rights by Rialto to Fontana Union Water Company to pump 1,600 acre feet of water in the Rialto/Colton Groundwater Basin necessary for the County to comply with Order No. 99-86 Revising Clean-up and Abatement Order No. 98-96 issued by the Regional Water Quality Control Board, Santa Ana Region ("Regional Board Order");

WHEREAS, Rialto entered into a Standby Water Lease with Fontana Union Water Company for the lease of 1,600 acre feet of water in the Rialto/Colton Groundwater Basin dated May 9, 2000;

WHEREAS, said Contract No. 00-289 between the County and Rialto expired on May 20, 2020;

WHEREAS, Rialto entered into an extension of the Standby Water Lease with Fontana Union Water Company for continued lease of the 1,600 acre feet in February, 2019;

WHEREAS, the County is engaged in good faith discussions with Fontana Union Water Company regarding whether the 1,600 acre feet per year is still necessary and the terms for such use, with the County's position being that it is no longer necessary;

WHEREAS, Contract No. 21-689 between the County and Rialto expires on December 31, 2022;

WHEREAS, to the extent it may be necessary or desirable as determined by the County during its negotiations with Fontana Union Water Company, the County desires to be able to utilize up to 1,600 acre feet of water for compliance with the Regional Board Order for the period January 1, 2023 through December 31, 2025, and to reimburse Rialto for such use as set forth in this Amendment No. 1 to Agreement 21-689;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants and conditions, the parties hereto agree to Amend Agreement 21-689 as follows:

Section 3 of the Agreement, entitled "Term" shall be amended as follows: "This Agreement shall remain in effect through December 31, **2025**."

Section 4 of the Agreement, entitled "County's Payment of Consideration for Water Rights Granted Under the Standby Water Lease" shall be amended as follows:

"As consideration for the grant and/or exercise of the standby water rights granted to Fontana Union Water Company pursuant to the terms of the Standby Water Lease, the County shall make payment to Rialto the amount of \$53.08 per acre foot charged for making water rights available (\$84,928) and an additional payment of \$132.70 per acre foot for each acre foot of water drawn from or produced pursuant to such standby water rights (up to \$212,320) for a total of \$297,248 for the 2020/2021 Water Year.

For the 2021/2022 Water Year, the County shall make payment to Rialto the amount of \$53.87 per acre foot charged for making water rights available (\$86,192) and an additional payment of \$134.69 per acre foot for each acre foot of water drawn from or produced pursuant to such standby water rights (up to \$215,504) for a total of \$301,696.

For the 2022/2023 Water Year, the County shall make payment to Rialto the amount of \$ 56.57 per acre foot charged for making water rights available (\$ 90,512) and an additional payment of \$ 141.42 per acre foot for each acre foot of water drawn from or produced pursuant to such standby water rights (up to \$226,272) for a total of \$ 316,784.

For the 2023/2024 Water Year, the County shall make payment to Rialto the amount of \$ 59.40 per acre foot charged for making water rights available (\$ 95,040) and an additional payment of \$ 148.49 per acre foot for each acre foot of water drawn from or produced pursuant to such standby water rights (up to \$237,584) for a total of \$ 332,624.

For the 2024/2025 Water Year, the County shall make payment to Rialto the amount of \$ 62.37 per acre foot charged for making water rights available (\$ 99,792) and an additional payment of \$ 155.92 per acre foot for each acre foot of water drawn from or produced pursuant to such standby water rights (up to \$249,472) for a total of \$ 349,264.

The County will inform Rialto in writing within 30 days prior to the start of the water year the degree to which the County intends to utilize the standby water rights for that water year. The estimation provided by the County does not preclude the County from notifying Rialto during the water year that the County intends to utilize additional standby water rights, which Rialto agrees to accommodate to the extent such rights remain available to Rialto in that water year, up to the amounts allowed under this Agreement. For the three water years, the County will pay the respective amount per acre foot charge for making water rights available regardless of whether it utilizes the 1,600 acre feet of standby water rights. The County shall make the required payments within sixty (60) days of receipt of an invoice from Rialto indicating the amount of water produced pursuant to the standby water rights. Such invoice shall not be issued until the close of the water year (September 30).

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