

**EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT
BETWEEN THE CITY OF RIALTO AND SOCIAL SCIENCE SERVICES, INCORPORATED
FOR THE MAPLE HOUSE FACILITY**

This **EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT** ("Agreement") is made and entered into this 8th day of January, 2019 (the "Commencement Date"), between Social Science Services, Incorporated, the Property Owner ("Owner") and the City of Rialto, a California municipal corporation ("Rialto") with reference to the following facts:

WHEREAS, Certain property identified by Assessor's Parcel Number 0256-203-23-0000, located at 10888 Maple Avenue in Bloomington, just east of Locust Avenue, as identified on **Exhibit "A"** and shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Property"); said Property is located outside the incorporated boundaries of Rialto and within San Bernardino County; and

WHEREAS, Rialto, through its concessionaire Rialto Water Services and sewer system operator Veolia, provides sewer services ("**Sewer Services**") to properties within the City of Rialto's jurisdiction and spheres of influence, and has adequate pipelines, facilities, and infrastructure for said Sewer Services ("**Sewer System**"); and

WHEREAS, San Bernardino County has not provided sewer service to the Service Area; and

WHEREAS, other wastewater collection systems are unavailable; and Owner desires to connect the Property to Rialto's wastewater collection system for the general health safety and welfare; and

WHEREAS, Owner, in accordance with the terms of this Agreement, has committed to or will commit to provide, at Owner's cost, a wastewater lateral with connections from the Owner's private building drain to Rialto's wastewater main, including all road cuts, patching, permits and inspections; and

WHEREAS, Rialto owns and operates the wastewater collection main running along and within Santa Ana Avenue which is part of Rialto's wastewater collection system; and any other related and/or additional facilities used for the conveyance, treatment or disposal of wastewater originating in Rialto and areas located outside the incorporated boundaries of Rialto approved by Rialto for extraterritorial wastewater service (the "Service Area"), and any extensions, expansions or replacements of any of the above being hereinafter referred to as the "Rialto Disposal System"; and

WHEREAS, Rialto has defined and established by Council Resolution a policy and administrative guidelines to provide for wastewater service outside Rialto's corporate boundaries; and has agreed to provide wastewater conveyance, treatment and disposal services for wastewater originating in the Service Area through the Rialto Disposal System on the terms and conditions contained herein; and

WHEREAS, in order to accommodate the conveyance, treatment and disposal of wastewater originating in the Service Area, Rialto has agreed to maintain and/or construct the

Rialto Disposal System and such related and/or additional facilities as may be necessary to adequately provide such service for the Service Area in perpetuity; and

WHEREAS, in consideration of Rialto's agreement to provide adequate conveyance, treatment and disposal services to the Service Area, Owner has agreed to make payments described herein with respect to wastewater from the Service Area discharged into the Rialto Disposal System (such wastewater being "Service Area Wastewater") calculated at one point three (1.3) times the monthly rates charged by Rialto to customers within Rialto, all on terms and conditions more fully set forth herein.

WHEREAS, San Bernardino and Rialto desire to memorialize their arrangement for Rialto's provision of Sewer Services to the Service Area through this 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. RIGHTS AND OBLIGATIONS

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 Delivery and Receipt of Wastewater. At all times, except as may be restricted by unforeseen emergencies, Owner shall have the right to deliver to the Rialto Disposal System normal strength domestic wastewater, and Rialto shall have the obligation to receive all such wastewater into the Rialto Disposal System and to convey, treat and dispose of such wastewater.

Section 1.03 Disposal of Service Area Wastewater; Ownership and Reclamation of Effluent. The cost of constructing, expanding, extending, maintaining and operating the Rialto Disposal System and of conveying, treating and disposing of the Service Area Wastewater (including without limitation and effluent of by-product thereof) after delivery of such Service Area Wastewater to the Rialto Disposal System shall be the responsibility solely of Rialto, and Owner shall have no responsibility for, and shall not be liable to Rialto or any third party for, any costs or other expenses incurred by Rialto in connection with or related thereto, other than payment of the Wastewater User Fees set forth in Section 3.01, provided Owner complies with all aspects of Rialto's Municipal Code, ordinances and policies, incorporated herein by reference, as they relate to wastewater discharge for a Non-Residential customer.

Section 1.04 Ownership of Service Area Wastewater. It is the intention and agreement of the parties that Rialto shall have total ownership and control of all Service Area Wastewater delivered to the Rialto Disposal System. Owner warrants that Owner shall comply with all aspects of the Rialto Municipal Code, Title 12 – Public Utilities, and Administrative Policies.

Section 1.05 Connection Points. Owner is authorized one (1) connection point to the Rialto Disposal System. Such connection point shall be located at a point mutually acceptable to the Owner, City Engineer and the Building Official. Construction of laterals and connection points shall be in conformance with the specifications and details set forth in Rialto's Utility Design Standards, Building Safety Codes and other applicable laws and regulations as may

apply. Maintenance of the lateral including the connection point within the right-of-way shall be the responsibility solely of the Owner. All construction work and maintenance shall be performed under permit from, inspected, and approved by Rialto.

ARTICLE II. PAYMENTS FOR CONSTRUCTION AND EXPANSION OF RIALTO DISPOSAL SYSTEM

Section 2.01 Initial Special Service Availability Payment. In consideration of Rialto's agreements contained herein, Owner shall, promptly upon the effective date of this agreement, pay to Rialto a service connection fee for treatment, collections and related fees in the amount of **\$19,389.01** in accordance with the adopted fee schedule, **Resolution _____**, approved by the Rialto City Council /Rialto Utility Authority on December 11, 2018. Any additional fees related to plan check(s), inspection or not named in this agreement shall be the responsibility of the Owner.

ARTICLE III. WASTEWATER USER CHARGES

Section 3.01 Monthly Wastewater User Fees. After the Commencement Date, Owner shall pay to Rialto for the provision of wastewater conveyance, treatment and disposal services a wastewater fee calculated at a rate equal to one point three (1.3) times the rate then charged by Rialto to properties located within the incorporated boundaries of Rialto, in accordance with Chapter 12.08.200 of the Rialto Municipal Code, or as may be amended from time to time.

Section 3.02 Inspection. Rialto shall have the right to inspect and examine the Sewer System at any time, including during construction and operation of any portion of the Sewer System within the Service Area.

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 Owner complies with all aspects of the Rialto Municipal Code, Title 12 – Public Utilities, and Administrative Policies. Rialto shall have the right to monitor or restrict the discharge of wastewater to the Rialto Disposal System if Rialto suspects or discovers the Owner has discharged prohibited substances, as described in the Rialto Municipal Code, into the Collection System, or violated other provisions of said Municipal Code. Rialto 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. MISCELLANEOUS

Section 5.01 Effective Date; Term. This Agreement shall become effective when the Agreement has been duly executed by both parties hereto, and shall be binding upon the heirs, assigns and successors of the parties. The Agreement shall continue in perpetuity, or until such time as the Property is annexed into the corporate boundaries of Rialto. At such

time, the Owner shall have such rights, privileges and duties, including fees and rates, as all other Rialto citizens for the then current wastewater disposal classification.

Section 5.02 Amendment, Etc. No amendment or waiver of any provisions 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 5.03 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 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Administrator
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Aleshire & Wynder, LLP
 18881 Von Karman Ave., Suite 1700
 Irvine, CA 92612
 Attn: Fred Galante, City Attorney
 Tel: (949) 223-1170
 Fax: (949) 223-1180

If to Owner: Jamie Lamb, CEO
 18612 Santa Ana Avenue
 Bloomington, CA 92316
 Tel: (909) 421-7120
 Fax: (909) 421-7128

With copy to: Not Available

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

Section 5.04 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 5.05 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 5.06 Indemnification. Owner hereto agrees to indemnify, defend, save and hold harmless Rialto and its officers, agents and employees from and against all liability, claims, damages, losses and expense of any nature whatsoever, including but not limited to bodily injury, death, personal injury, property damages and attorney's fees, arising directly or indirectly from any acts or omissions of such indemnified party or its officers, agents or employees in connection with this Agreement.

Section 5.07 Partial Invalidity. The invalidity of any provision of this Agreement will not affect the validity of the remainder hereof.

Section 5.08 Execution In Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

Section 5.09 Time of Essence. Time is of the essence in the fulfillment by the parties hereto of their obligations under this Agreement.

Section 5.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

*** * * * SIGNATURES ON NEXT PAGE * * * ***

IN WITNESS WHEREOF, Rialto and Owner have caused this Agreement to be executed the day and year first above written.

CITY:

CITY OF RIALTO,
a Municipal Corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

CITY:

Property Owner

By: _____
Jamie Lamb, Property Owner

By:

EXHIBIT "A"

LEGAL DESCRIPTIONS

That certain real property located in unincorporated San Bernardino County identified as 10888 Maple Avenue, Bloomington, CA 92316, located on the Northwest corner of Maple Avenue and Santa Ana Street with the Assessor's Parcel Number (APN) Numbers: 0256-203-23-0000 and described in the San Bernardino County Treasurer-Tax Collector database as follows

S T L AND W CO S B L E 1/2 LOT 473 EX PTN IN TRACT NO 5389 AND LOTS 25 AND 26 TRACT NO 5389 DESC AS COM AT MOST ELY COR SD LOT 26 TH ALG SLY LI SD LOT E 66.22 FT TO NELY COR LOT 34 SD TRACT 5389 TH N 41 DEG 32 MIN 18 SECONDS E 43.91 FT TO NELY LI SD LOT 26 TH E 37.10 FT TO ELY LI LOT 25 TH ALG SD ELY LI S 32.81 FT TO POB

EXHIBIT "B"

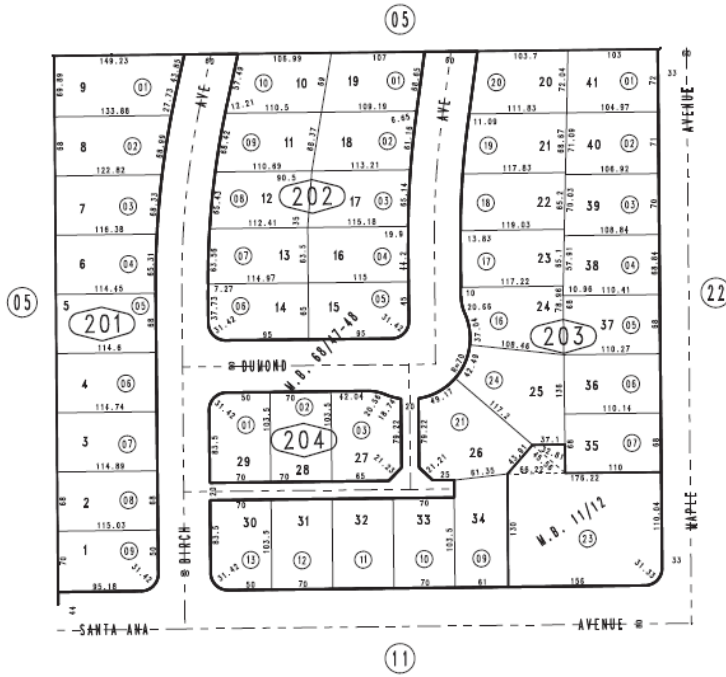
THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



Pin. Semi-Tropic Land & Water Co.
M.B. 11/12

Colton Jt. Unified
Tax Rate Area
64027

0256 - 20



January 2004

Tract No. 5389, M.B. 68/47-48

Pin. N.E.1/4, Sec. 28
T.1S., R.5W.

Assessor's Map
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San Bernardino County

REVISED