

EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT

This **EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT** ("Agreement") is made and entered into this 28th day of October, 2014, (the "Commencement Date"), between **Colton Joint Unified School District**, ("Owner"), and the **City of Rialto**, a California municipal corporation, ("Rialto"), with reference to the following facts:

WHEREAS, Owner represents they hold lawful title to parcels of land identified by San Bernardino County Assessor's Parcel Number 0256-031-01, 0256-031-02 and 0256-031-03, located at 10750 Laurel Avenue, Bloomington (the "Property"), as identified on **Exhibit "A"** and shown on **Exhibit "B"**; said Property is located outside of the incorporated boundaries of Rialto within San Bernardino County; and

WHEREAS, neither San Bernardino County or any other public agency currently provides wastewater service to the Property; and

WHEREAS, Rialto currently operates a wastewater collection system in Laurel Avenue, adjacent to the Property, and Owner has previously connected the Property to Rialto's wastewater collection system; and

WHEREAS, Owner previously provided, at Owner's cost, a sewer lateral with connections from the building drain to the sewer main on Laurel Avenue, including all road cuts, patching, permits and inspections; and

WHEREAS, Rialto owns and operates the sewer main running along and within Laurel Avenue which is within Rialto's defined Service Area; and any other related and/or additional facilities used for the conveyance, treatment or disposal of wastewater originating in 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 the City'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 Property discharged into the Rialto Disposal System (such wastewater being "Service Area Wastewater") calculated at one point three (1.3) times the monthly rates then charged by Rialto to its residential users, in accordance with Chapter 12.08.200 of the City Code, or as may be amended from time to time, as more fully set forth herein.

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 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, any effluent or 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 Code ordinances and policies, incorporated herein by reference, as they relate to wastewater discharge for a Group V – High School 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 he shall comply with all aspects of the City Public Utility Code, Title 12, 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 previously paid to Rialto a service connection fee in the amount of \$252,089.40 on January 7, 2003, in accordance with its adopted fee schedule.

ARTICLE III. WASTEWATER USER CHARGES

Section 3.01 Monthly Wastewater User Fees. After the Commencement Date, Owner shall establish an account with Rialto for wastewater service, and 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 its residential users, in accordance with chapter 12.08.200 of the City Code, or as may be amended from time to time.

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 City Public Utility Code, Title 12, and Administrative Policies. Rialto shall have the right to monitor or restrict the discharge of any individual user located within the Service Area if it suspects or discovers the user has discharged prohibited substances, as described in the Utility Code, into the Collection System, or violated other provisions of said Code. Rialto may, at its option, allow discharge to resume with the 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 Service Area 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. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person, using a nationally-recognized overnight courier, or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Rialto: City of Rialto
335 W. Rialto Avenue
Rialto, CA 92376
Attn: City Administrator

Owner: Colton Joint Unified School District
1212 Valencia Drive
Colton, CA 92324-1798

All notices regarding any new or increased fee or rate increases affecting the applicable fees and rates in Sections 2.01 and 3.01 herein, shall be provided in the same manner provided to all customers subject to the new or increased fees and charges.

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 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, the Parties have caused this Agreement to be executed the day and year first above written.


CITY OF RIALTO, CALIFORNIA

By 
Deborah Robertson
Mayor

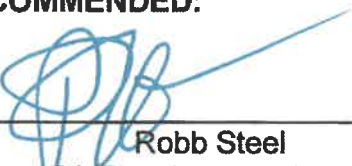
ATTEST:

By 
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By 
Fred Galante, Esq.
City Attorney

RECOMMENDED:

By 
Robb Steel
Asst. CA/Development Services Director

"OWNER"

Colton Joint Unified School District

By: _____

Signature (notarized)

State of California)
County of San Bernardino ss

On December 1, 2014
before me, Joanne P. Medina, Notary Public
personally appeared Jaime R. Ayala
who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the
laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature: Joanne P. Medina

Notary Seal:

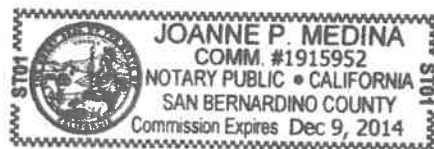


EXHIBIT "A"

The following described property in the unincorporated area of Bloomington, County of San Bernardino, State of California, described as:

Lots 470, 471, and the Southwest $\frac{1}{4}$ of Lot 463, according to plat of Semi-Tropic Land and Water Company, as per plat recorded in Book 11 of Maps, Page 12, records of said County.

EXHIBIT "B"

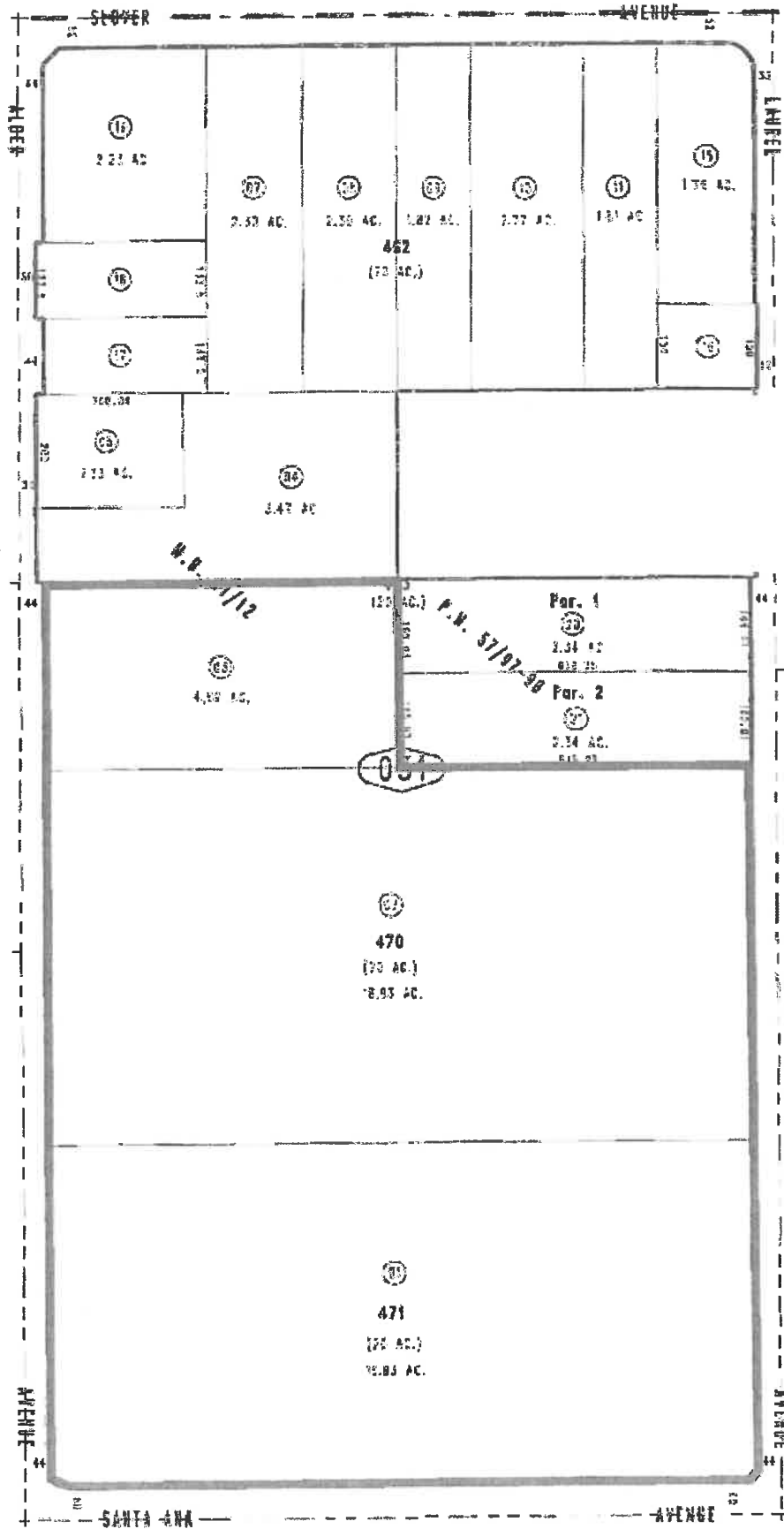


Exhibit "B"