

**RIVERSIDE – WESTERN
COOPERATIVE AGREEMENT
FOR**

WATER PRODUCTION AND

CONVEYANCE SECOND AMENDMENT

1. **PARTIES:** This Second Amendment to the Cooperative Agreement for Water Production and Conveyance ("Amendment") is made and entered into this ____ day of _____, 2016 by and between the **City of Riverside** ("Riverside") and the **Western Municipal Water District** ("Western"), each municipal corporations organized and existing under the laws of the State of California and hereinafter sometimes referred to jointly as the "Parties" or individually as a "Party."

2. **RECITALS:**

2.1 On March 30, 2009, the Parties entered into the Cooperative Agreement for Water Production and Conveyance ("Agreement"), wherein Riverside agreed to operate its unused capacity in its groundwater production, water transmission, and/or water distribution facilities to produce and convey Western's annually allocated, stored, or conserved groundwater in the Bunker Hill Basin, Rialto/Colton Basin, Riverside North Basin and Riverside South Basin to points of interconnection between the Parties' water utility systems.

2.2 The Parties desire to optimize groundwater production for the maximum benefit of their respective customers and region by maximizing Riverside's groundwater production in the Bunker Hill Basin to match Riverside's annual export right.

2.3 Riverside expects to have unused annual allocation of export rights from the Bunker Hill Basin in Calendar Years 2016 and 2017.

2.4 Western has requested that Riverside provide the Production Services and Conveyance Services described in the Agreement to utilize Riverside's unused annual allocation of export rights from the Bunker Hill Basin, and Riverside is willing to provide such services in accordance with the rates, terms and conditions of this Amendment.

2.5 The Parties desire to develop a long-term agreement that includes both commodity pricing terms for surplus groundwater; energy and conveyance terms that benefit all water ratepayers of Riverside and Western while compensating Riverside for related operations and maintenance expenses.

3. **Agreement:** In consideration of the foregoing recitals that are incorporated herein by this reference and the mutual terms and conditions herein, the Parties agree as follows:

3.1 Paragraph 4 of the Agreement entitled "Definitions" is amended to add the following:

"4.21 Bunker Hill Export Allocation. Riverside's annual volumetric export right of groundwater from the Bunker Hill Basin as defined in the 1969 Judgment."

3.2 Paragraph 10 of the Agreement entitled "Rates and Charges" is amended to add the following:

"10.1.3 Lease of Bunker Hill Export Allocation. For each acre foot up to a maximum of 5,000 acre-feet, or portion thereof, of water produced and conveyed from the Bunker Hill Basin beginning on the date of Agreement execution through February 2017, Western shall pay the sum of Two Hundred Twenty-Five dollars and Zero cents (\$225.00)."

3.3 All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are hereby incorporated by reference into this Second Amendment as though set forth in full herein.

IN WITNESS WHEREOF, Riverside and Western have caused this Second Amendment to be duly executed the day and year first above written.

CITY OF RIVERSIDE

WESTERN MUNICIPAL WATER DISTRICT

By: _____

John A. Russo
City Manager

By: _____

John V. Rossi
General Manager

Attest:

By: _____

City Clerk

APPROVED AS TO FORM:

By: *Susan Wilson*

Assistant City Attorney