

Memorandum of Agreement
Between City of Riverside and Edgemont
Community Services District Regarding
Pretreatment Program and Emergency Services

This Wastewater Pretreatment Program and Emergency Services Agreement ("Agreement") is entered into on this ____ day of _____, 20____, by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation ("City") and the Edgemont Community Services District ("Edgemont"), a special Community Services District located in the Cities of Riverside and Moreno Valley. Hereinafter, the City and Edgemont may be referred to collectively as the "Parties."

RECITALS:

This agreement is made with reference to the following facts:

1. The City is a municipal corporation providing wastewater collection and treatment services within its service area. The City owns and operates a regional wastewater treatment facility, the Riverside Regional Water Quality Control Plant ("RWQCP"). The RWQCP provides primary, secondary and tertiary treatment and disposal of wastewater services to Edgemont as well as other districts and entities.
2. The City operates the RWQCP pursuant to the National Pollution Discharge Elimination System ("NPDES") Permit No.CA0105350 ("NPDES Permit") issued by the California Regional Water Quality Control Board, Santa Ana Region ("Regional Board"), which requires City to enter contractual agreements with all contributory agencies to the RWQCP giving City the authority to implement and enforce a Federal EPA-approved Pretreatment Program within City's wastewater system service area, including those portions of the ECSD's service areas that are tributary to the RWQCP ("Pretreatment Service Area(s)").
3. For many years Edgemont has owned, operated and maintained its own wastewater collection system, the effluent of which has been discharged to the City's wastewater collection system and RWQCP.
4. Edgemont's wastewater is treated by the City at the RWQCP pursuant to the terms of an Agreement originally entered into by the parties on January 17, 1984, and thereafter amended on December 16, 1986 and again amended on May, 1 1990 (collectively "1990 Agreement"). Additionally Edgemont and the City entered into a settlement agreement for wastewater services on April 29, 2014.

5. Edgemont's sewer collection system service area boundary and connection point to the City's sewer system is shown in Exhibit A attached hereto and by this reference incorporated herein. Exhibit A shows the metering and sampling station location used to complete flow monitoring and water quality testing of the wastewater from Edgemont to the City wastewater system and RWQCP.
6. Edgemont's service area is mainly residential and has restaurants and non-categorical commercial/industrial users within its district boundaries.
7. The City maintains a Federal EPA-approved pretreatment program that is required under the RWQCP NPDES discharge permit No. CA0105350 issued by the California Regional Water Quality Control Board, Santa Ana Region.
8. Edgemont has adopted a Pretreatment Ordinance within its sewer collection service area boundary.
9. The City has conducted wastewater pretreatment inspections for required facilities within Edgemont's service area for a number of years and Edgemont has paid the City for the costs of those services.
10. Edgemont currently contracts with Houston & Harris PCS, Inc. for the cleaning and maintenance of its sewer collection system lines and manholes and for emergency services.
11. The City has agreed to provide emergency backup services to Edgemont in the event Edgemont's contractor is unavailable or does not have the necessary equipment to handle the emergency.
12. The parties to this agreement desire to enter into this written agreement to memorialize the understanding between them with reference to Pretreatment Program Inspections and Emergency Backup Services.

AGREEMENT:

NOW, THEREFORE, in consideration of the preceding recitals, which are incorporated into this Agreement and the mutual covenants hereinafter, contained, the Parties agree as follows:

1. Pretreatment Regulations

- 1.1. The parties recognize that they must comply with federal and state pretreatment regulations, as well as local standards and requirements. The parties also recognize that conditions, methods and technology affecting the treatment and disposal of Industrial Wastewater, and the requirements or standards therefore, may change after the effective date of this Pretreatment Agreement. The parties agree that this Pretreatment Agreement may be amended from time to time in such a manner as to accommodate any such changes

that may occur, fulfill the intent of this Pretreatment Agreement and comply with US Clean Water Act Pretreatment Standards and Requirements.

- 1.2. The City shall notify Edgemont of any changes to the Riverside Pretreatment Ordinance within (60) days of adoption of the changes. As a result of those changes Edgemont shall make such changes in its Ordinance that are required to make it consistent with this agreement.
- 1.3. The City shall provide notice to Edgemont of any changes to the NPDES Permit, and shall meet and confer with Edgemont during the development of changes to the City's Local Discharge Limits, Pretreatment Ordinance or Pretreatment Program.

2. Inspections and Enforcement.

- 2.1. The City shall conduct Federal EPA pretreatment program inspections for required businesses located within Edgemont's service area. The City and Edgemont shall mutually develop a schedule of regular inspections for required businesses. The City shall also conduct inspections on an as-needed basis when requested by Edgemont.
- 2.2. The City will advise Edgemont of any business inspection deficiencies in the processes, procedures and equipment used by those entities. The City shall consult with Edgemont on any follow-up and enforcement actions necessary for compliance with applicable pretreatment regulations. Edgemont shall be primarily responsible for taking any follow up and enforcement actions necessary to obtain compliance with applicable pretreatment regulations; however, if Edgemont fails or refuses to act, the City may take any action to ensure protection of the RWQCP.
- 2.3. The City shall conduct monthly flow and water quality monitoring at the metering and sample station location as shown on Exhibit A. Annual sampling and monitoring will be completed for compliance with Riverside Local Discharge Limits standards.

3. **Costs of Services.** Edgemont shall pay the City for all costs of service incurred by the City in the course of necessary pretreatment inspections, monitoring, reporting and enforcement activities. The City billing rate for services shall be based on actual costs to provide the service at the time the service was provided including labor and overhead, materials, supplies, equipment and necessary contract services. The City shall send an itemized billing invoice to Edgemont in the month following delivery of the service. Edgemont shall pay for services within 45-days of service of the invoice.

4. Emergency Services

- 4.1. Where Edgemont's emergency services contractor is unavailable or does not have the necessary equipment to handle the emergency, the City shall, at the request of Edgemont,

provide emergency equipment and personnel in the event of a wastewater emergency within Edgemont's service area.

- 4.2. Edgemont shall pay the City for all costs of service incurred by the City in the course of responding and resolving the emergency. The City's billing rate for services shall be based on actual costs to provide the service at the time the service was provided including labor and overhead, materials, supplies, equipment and necessary contract services. The City shall send an itemized billing invoice to Edgemont in the month following delivery of the service. Edgemont shall pay for services within 45-days of service of the invoice.

5. Indemnification

- 5.1. The City, or any of its officers or employees or any other person or entity whose negligent or wrongful act or admission would be imputed to the City, shall not be liable to Edgemont for any direct or consequential loss or damage to Edgemont arising out of an occurrence resulting from the above described inspections and emergency services, except for damage resulting from willful action.
- 5.2. Except for liability resulting from willful misconduct of the City, Edgemont shall indemnify, defend and hold harmless City, its agents, council members, officials, officers and employees from and against any and all liabilities, damages, costs, losses, claims, fines, penalties, fees, and expenses, including reasonable attorney's fees and costs, of every type and description to which they may be put or subjected by reason of and resulting from any negligent act or omission of Edgemont and its agents, officers or employees in the performance of this Pretreatment Agreement and from any claim by any person other than an officer or employee of the City arising out of or in connection with the activities described herein.
6. In the event of any litigation with respect to the terms of this agreement, the prevailing parties shall be entitled to reasonable attorneys' fees and costs.
7. **Severability.** If any term of this Pretreatment Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.
8. **Termination.** This Agreement shall remain in effect for one year, but shall be automatically renewed at the end of each year unless one of the parties gives written a Notice of Intent to Terminate the Agreement sixty (60) days before the end of the year of the then existing agreement.
9. **Applicable law.** This Pretreatment Agreement shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within California.

10. **Modifications or amendments.** No amendment, change or modification of this Pretreatment Agreement shall be valid, unless in writing and signed by all of the Parties hereto.
11. **Successors and assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
12. **Non-waiver.** No waiver by any party hereto of a breach of any provision of this Pretreatment Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

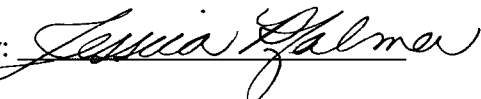
By: _____
City Manager

Attest: _____
City Clerk

EDGEMONT COMMUNITY SERVICES
DISTRICT, a Community Services District

By: 

Manager ADRIAN PROSIDANT
[Printed Name and Title]

By: 

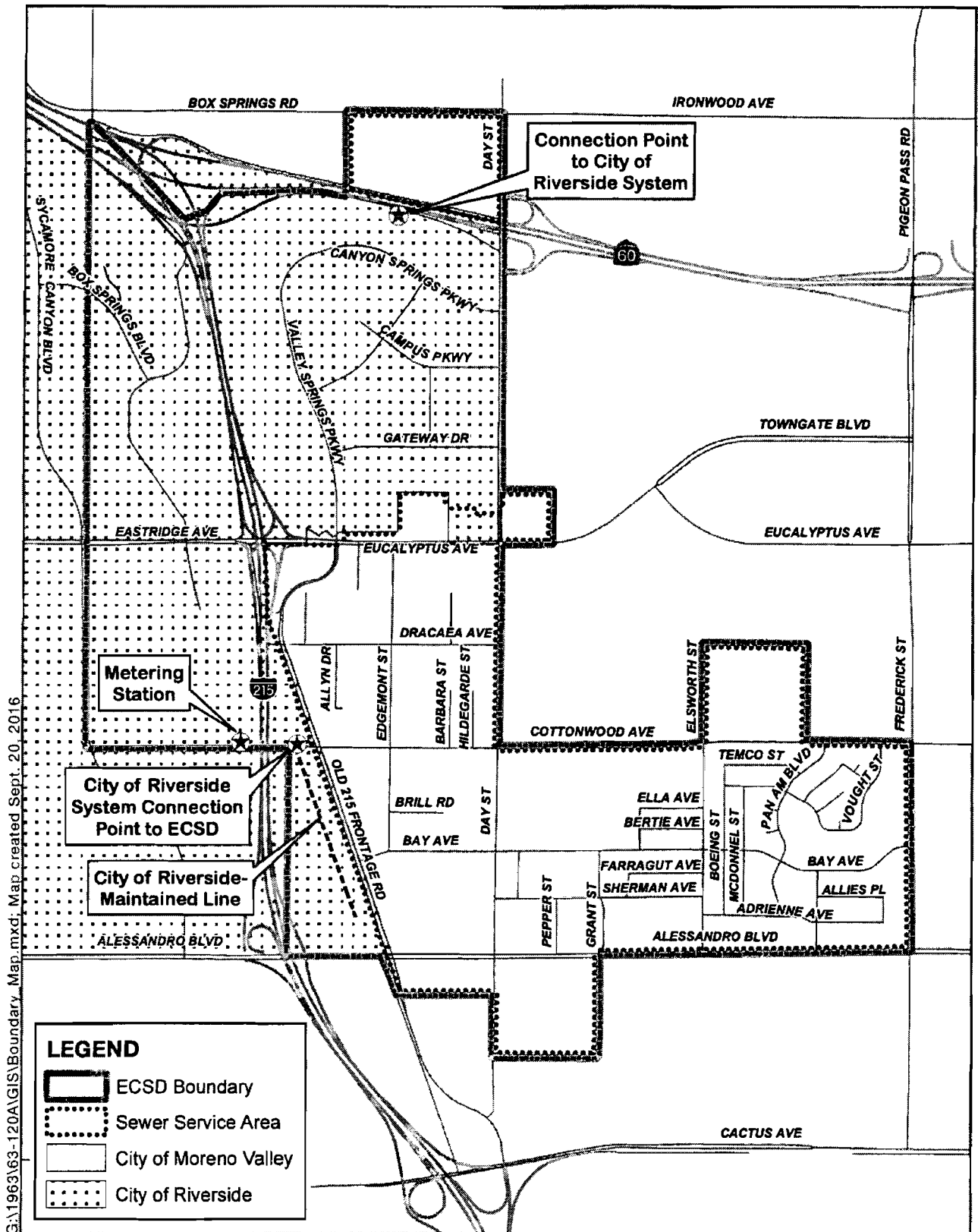
Jessica Pfalmer, Secretary
[Printed Name and Title]

APPROVED AS TO FORM:

By: 
Deputy City Attorney

Exhibit A

Edgemont service area boundary map and location of the Edgemont connection to the Riverside sewer collection system and sewer discharge metering and sample station location.



G:\1963\63-120A\GIS\Boundary Map.mxd; Map created Sept. 20, 2016

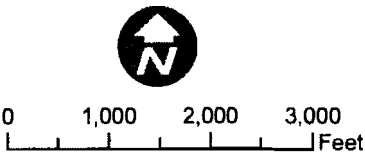


Exhibit A