INTERAGENCY AGREEMENT

THIS INTERAGENCY AGREEMENT ("Agreement") is made as of March ____ _____, 2017, by and between the WESTERN MUNICIPAL WATER DISTRICT, a public agency ("Western") and the CITY OF RIVERSIDE, a municipal corporation ("City"). Western and City are hereinafter sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. City and Western entered into that certain Cooperative Agreement For Sewer Service, dated April 15, 2003 ("Cooperative Agreement"), which sets forth a sewer service boundary line between the Parties ("Boundary Line"). The Cooperative Agreement is set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

B. The Cooperative Agreement sets forth City's side of the Boundary Line within which City will provide sewer service as follows: (i) to properties it currently serves, or are capable of being served, within City's boundaries; and (ii) to properties that front on Van Buren Boulevard (both sides of the boulevard) and all properties north of Van Buren Boulevard in the Woodcrest area of Riverside County; and

C. The Cooperative Agreement sets forth Western's side of the Boundary Line within which Western will provide sewer service as those properties located south of the Boundary Line; and

D. The Cooperative Agreement provides that the Parties may make minor revisions to the Boundary Line based on ease of service to properties as may be determined by the Parties from time to time; and

E. The Parties have completed studies regarding the cost of providing sewer service in an area along Van Buren Boulevard from King Street to Wood Road as shown on Exhibit B.1 and based on those studies, it was determined that the City could provide sewer service at a lower cost that Western based on a comparison of physical improvements to be built and sewer connection fees.

F. The cost studies performed also determined that two areas, specifically areas A-3 and A-4 as shown on Exhibit B.2, largely within the City, could be connected to existing Western sewer facilities prior to construction of sewer facilities contemplated for providing sewer service for the entire area along Van Buren Blvd. between King Street and Wood Road.

G. Since the area along Van Buren Blvd. between King Street and Wood Road are geographically split between the City and the County, the City and the County of Riverside are contemplating formation of a Community Facilities District ("CFD") with the County acting as lead agency in the CFD formation to help fund facilities necessary for the provision of sewer service along Van Buren Blvd. between King Street and Wood Road; and

H. Unless or until the CFD-funded facilities are installed and in operation, City will need to have an interim/alternative connection ("Western Connection") for delivery of wastewater from A-3 and A-4 to Western's Gamble Lift Station for ultimate conveyance to the Western Water Recycling Facility for treatment and disposal; and

I. Western is willing to provide for such Western Connection for delivery of wastewater from A-3 and A-4 to Western's Gamble Lift Station for ultimate conveyance to the Western Water Recycling Facility pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this Agreement, and for other good, valuable, and adequate consideration, the Parties hereto agree as follows:

1. Design, Construction And Installation Of Facilities Which Comprise The Western Connection

(a) City Facilities City shall be responsible, at its sole cost and expense, for the design, installation, ownership, operation, repair and maintenance of the sewer collection facilities required to service A-3 and A-4 as further set forth in Exhibit "C" attached hereto and incorporated herein by reference ("City Facilities"). Upon completion of construction and installation of the City Facilities, title to the City Facilities will remain with City.

(b) LS Improvements City shall be responsible, at its sole cost and expense, for the design and installation of metering and connection facilities, and modifications, to the Gamble Lift Station which are required to receive wastewater deliveries from A-3 and A-4 ("LS Improvements") as further set forth in Exhibit "C." The design of the LS Improvements shall be subject to the prior written consent of Western. Upon completion of construction and installation of the LS Improvements, and approval by Western of the LS Improvements, City shall transfer title to the LS Improvements to Western at no cost or expense to Western.

(c) LS Expansion The Gamble Lift Station is currently rated at 380 g.p.m. and has an estimated peak flow of 45 g.p.m. per the "Woodcrest Area Sewer Study" prepared by A. A. Webb Study dated September 15, 2015. In the event that Western determines that total flows to the Gamble Lift Station, from all sources, will increase to 300 gallons per minute ("gpm") or more, City shall be responsible, at its sole cost and expense, for the design and installation of improvements necessary to expand the capacity of the Gamble Lift Station from 380 gpm to 435 gpm ("LS Expansion") as further set forth in Exhibit "C." City's expansion efforts shall begin within six months of the date that the total flow is anticipated to, or actually does, exceed 300 gpm, and shall be timely completed. The design of the LS Expansion shall be subject to the prior written consent of Western. Upon completion of construction and installation of the LS Expansion, and approval by Western of the LS Expansion, City shall transfer title to the LS Expansion to Western at no cost or expense to Western. Notwithstanding City's obligation to pay for the LS Expansion as set forth herein, City's right to purchase and otherwise use capacity

in the Gamble Lift Station shall not exceed 200 equivalent dwelling units ("EDU") with an EDU defined as having a discharge capacity right of 200 gallons per day (one EDU = 200 gpd) prior to the Gamble Lift Station being expanded from 380 gpm to 435 gpm.

(d) POC City shall be responsible, at its sole cost and expense, for the design and installation of a Magnetic flow meter which will be the designated point of connection ("POC") for City's Facilities to connect to the Gamble Lift Station, as further set forth in Exhibit "C." This POC shall be located on the inlet of the Gamble Lift Station to measure actual sewage flow from City's connections and customers within A-3 and A-4 pursuant to this Agreement. The design of the POC shall be subject to the prior written consent of Western. Upon completion of construction and installation of the POC, and approval by Western of the POC, City shall transfer title to the POC to Western at no cost or expense to Western.

2. Delivery And Acceptance Of Wastewater Flows

(a) Sewer Service Customers Of City City will develop and maintain all customer relationships with City customers connecting to the City Facilities including, but not limited to, wastewater billing and wastewater services.

(b) Connection Fees Prior to delivery and acceptance of wastewater flows, City shall pay to Western all applicable fees and charges including Western's Sewer Added Facilities Charge, as said amounts may be revised from time to time. The Sewer Added Facilities Charge for commercially zoned properties shall be based on Western's acreage generation sewerage rate of 1,700 gallons per day ("gpd") per acre (4,250 gpd/acre peak flow) which equates to 8.5 EDU's per acre. In no case shall flows delivered and received at the Gamble Lift Station exceed 200 EDUs unless or until the LS Expansion is complete pursuant to this Agreement. Once the Gamble Lift Station is expanded from 380 gpm to 435 gpm, the City can acquire up to a maximum of 400 EDU's of capacity.

(i) Reimbursement Connection fees shall be paid prior to any discharge to Western. If in the future City builds additional facilities to reroute flows from the POC to City's collection system, Western will reimburse City in an amount equal to the original connection fee amounts less 10% for each year (based on 365 days per year or fraction thereof) that City was connected to the Western Connection. Said right to reimbursement shall expire on the date which is 10 years from the date of this Agreement.

(c) Monthly Sewer Rate City shall pay to Western the monthly sewer rate which applies to each parcel connected to the City Facilities in the amounts set forth in Western adopted schedules of sewer rates, charges, and fees, as they may be revised from time to time. The actual monthly sewer bill submitted to City will be calculated as follows:

$$\left\{\frac{(measured\ sewer\ flow\ rate\ at\ POC, GPD)\ X\ (current\ charge\ per\ EDU)}{(200\ GPD\ per\ EDU)}\right\}$$
$$X(number\ of\ days\ in\ billing)$$

(d) Treatment Capacity Surcharge Measured flow rates will be converted to EDUs. Sewage flows discharged at the POC to Western from City will be metered and compared against purchased capacity as paid with appropriate connection fees. If metered flows exceed the purchased capacity measured in EDUs for three (3) consecutive months, City shall pay a treatment capacity surcharge calculated as follows:

Treatment Capacity Exceedance Surcharge =

$$\left\{\frac{number\ of\ months}{120\ months}\right\} X \left\{\frac{sewer\ flow\ exceedance}{(200\ GPD\ per\ EDU)\ x\ (30\ days)}\right\} X\ \{current\ connection\ fee\}$$

(f) Wastewater Quality All discharges to the Western Connection at the POC shall meet applicable laws and regulations regarding water quality and any other applicable regulatory requirements as the same may be revised from time to time.

3. Compliance With Legal, Regulatory, and Permit Requirements

Each Party represents and maintains that it and/or its consultants, contractors, employees and agents shall be skilled in the professional calling necessary to perform their respective activities. Each Party represents that it, its consultants, contractors, employees and agents shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform their respective activities, and that such licenses and approvals shall be maintained throughout the term of this Agreement. In carrying out its respective activities, each Party shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the respective activities and the conditions under which said activities are to be performed. Each Party shall be responsible for obtaining any and all environmental permits and approvals as may be necessary for their respective activities including, but not limited to, compliance with requirements imposed under the California Environmental Quality Act ("CEQA").

4. Term and Termination

(a) This Agreement shall be effective on the date of full execution of this Agreement by both parties ("Effective Date"). The term of this Agreement shall be from the Effective Date to the date of termination by one or both Parties under one of the following procedures:

(b) Notice and Opportunity to Cure If either Party to this Agreement believes that the other Party has failed to perform any obligation of that Party in accordance with the terms of this Agreement ("Default"), the Party alleging the Default shall provide written notice ("Default Notice") to the other Party, setting forth the nature of the alleged Default. Unless otherwise provided by a specific term of this Agreement, the Party claimed to be in Default shall have: (i) with respect to a Default involving the payment of money, ten (10) days after its receipt of the

Default Notice to completely cure such Default, and (ii) with respect to any other type of Default, thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter. If the Party claimed to be in Default does not cure such Default within the time periods and procedures as set forth herein, the Party alleging Default may then terminate this Agreement.

(c) Formation of CFD and Rerouting of Flows This Agreement may be terminated by either Party upon a determination that the following conditions have been met:

(i) Formation of the CFD is completed; and/or

(ii) City at its sole expense has completed the rerouting of flows and otherwise ceased the use of the Western Connection and instead, has commenced the collection, transmission and treatment of said flows through separate City facilities that are outside of this Agreement.

5. General Provisions

(a) Indemnification Each Party ("Indemnitor") hereby agrees to defend, indemnify and hold free and harmless the other Party ("Indemnitee") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with Indemnitor's activities under this Agreement, including any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of Indemnitor by any person pursuant to this Agreement, whether such claims, damages, liabilities, costs and/or judgments are based upon alleged negligence, a dangerous condition of public property, or any other theory of liability. Indemnitor's duty to indemnify Indemnitee shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

(b) Insurance

(i) General Insurance Requirements: The Parties shall provide and maintain, and shall require any and all contractors or subcontractors to maintain, the insurance programs set forth in this section. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party's own expense.

(1) Evidence of Insurance: Each Party shall provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Parties prior to commencing any activities under this Agreement. Such evidence shall identify the coverage, and provide that the other Party receives written notice by mail at least thirty (30) days in advance of cancellation for all required coverage.

(2) Insurer Financial Ratings and Self-Insurance: If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise mutually agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure all or any portion of its insurance obligations herein.

(3) Notification of Incidents, Claims or Suits: The Parties mutually agree to notify one another of any accident or incident relating to this Agreement, which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to this Agreement.

(ii) Insurance Coverage Requirements: Each Party shall maintain the following programs of insurance coverage for this Agreement:

(1) General Liability insurance with general aggregate limits of not less than $2 million and naming the other Party as an additional insured.

(2) Automobile Liability insurance with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the State of California, and for which each of the Parties' contractor and/or subcontractors shall be responsible. This insurance shall include Employers' Liability coverage with limits of not less than $1 million per accident.

(c) Relationship of the Parties Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between Western and City, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

(d) Attorney Fees If either Party brings suit to enforce or to recover for breach of any term, covenant or condition contained herein, the prevailing Party shall be entitled to attorney fees in addition to the amount of any judgment, recovery, and costs.

(e) Entire Agreement This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter. This Agreement may be modified only upon the mutual written agreement of the Parties hereto.

(f) Notices Written notices to be given to either Party must be given by personal delivery or by registered or certified mail addressed and delivered as set forth below. Other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth below:

Western Municipal Water District

14205 Meridian Parkway
Riverside, CA 92518
Attn: General Manager

City of Riverside
Public Works Department
3900 Main Street
Riverside, CA 92522
Attn: Public Works Director

(g) Representation of Authority Each Party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective Parties has the authority to execute this Agreement and to bind their respective Parties to the terms and conditions of this Agreement.

(h) Incorporation of Recitals The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

(i) Invalidity and Severability If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its respective duly authorized officers. The effective date of this Agreement shall be the date first above written.

WESTERN MUNICIPAL WATER DISTRICT

By:_____
John V. Rossi, General Manager

CITY OF RIVERSIDE, a California Charter city and municipal corporation

By:_____
City Manager

Attest:_____
City Clerk

APPROVED AS TO FORM:

By:_____
Deputy City Attorney

Exhibit "A"

Cooperative Agreement

COOPERATIVE AGREEMENT FOR SEWER SERVICE

AGREEMENT made this 15th day of April, 2003 between the City of Riverside ("Riverside") and Western Municipal Water District of Riverside County ("Western").

RECITALS

WHEREAS, Riverside owns and operates a sewer collection and treatment system that discharges a portion of the treated effluent to the Santa Ana River and also uses a portion of the treated effluent as a non-potable source of water supply for certain customers; and

WHEREAS, annexations to Riverside have resulted in the southerly extension of Riverside's sewer collection system as far as Van Buren Boulevard in order to service the Mission Grove/Orangecrest area; and

WHEREAS, Riverside is currently completing a Master Plan for a city-wide recycled water system, in order to increase Riverside's reclamation and reuse of its treated effluent as a source of non-potable irrigation water, to be used for irrigation of park sites, landscape median, reverse frontage areas, agricultural lands and for sale to other non-potable customers and to reduce the current and future increased demand on other sources of water; and

WHEREAS, Western owns and operates a sewer collection, treatment and reclaimed water distribution system that serves areas now outside of Riverside, and provides a non-potable source of water supply to the Riverside National Cemetery and

Interim Agreement

ATTACHMENT 1

other non-potable users such as the General Olds Golf Course, parks schools, citrus orchards and greenbelts; and

WHEREAS, Western is currently expanding the capacity of its treatment plant and is constructing gravity sewers, sewer lift stations and force mains capable of providing sewer service both east and west of Wood Road, from Van Buren Boulevard, southerly to beyond Cajalco Road. A purpose of such plant expansion and collection system construction is to increase the supply of non-potable irrigation water to the cemetery and others, and thereby reduce the current and future increased demand for imported water from the Colorado River, and

WHEREAS, Riverside and Western both encourage the reclamation and reuse of municipal treated effluent, and support the concept that the effluent generated from development southerly of the commercial properties along Van Buren should be reclaimed and reused within that general area rather than discharged to the Santa Ana River; and

WHEREAS, for Riverside to provide sewer service to areas currently in the County south of Van Buren Boulevard would require extensive upsizing and replacement or modifications of many miles of existing sewer lines; and

WHEREAS, as part of its approval on February 27, 2003 of Riverside Annexations 93 and 94, the Riverside County LAFCO endorsed the concept of reclamation and reuse of the treated effluent from these annexations, and future

annexations south of Van Buren, and indicated that Riverside and Western should agree upon a sewer service plan prior to LAFCO's consideration of Riverside Annexation 96; and

WHEREAS, the purpose of this agreement is to establish an understanding regarding those properties that will be provided sewer service by Riverside with the treated effluent either being discharged to the Santa Ana River or for reclamation and reuse by Riverside, and those lands that will be serviced by Western for reclamation and reuse within the local area.

AGREEMENT

1. Riverside will continue to provide sewer service to all properties currently served or capable of being served within the City of Riverside, and will also provide sewer service in the future to all properties that front on Van Buren Boulevard (both sides of the boulevard) and all properties north of Van Buren Boulevard, except for land formerly part of March Air Reserve Base, all as shown on the map attached as Exhibit A.

2. Western Municipal Water District will provide sewer service to all properties not currently serviced by Riverside that are south of properties that front on Van Buren Boulevard, and to all properties that were formerly a part of March Air Reserve Base, as shown on Exhibit A, with the treated effluent used for reclamation and reuse within the local area.

3. Minor revisions to the service area boundaries described above may be made with the approval of the Riverside City Council and Western's Board of Directors.

4. Nothing in this agreement shall be construed to prevent Riverside from the reclamation and reuse of treated effluent from its sewer collection and treatment system for sale to non-potable or other customers.

5. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.

6. Termination. This Agreement may be terminated only by mutual agreement of the parties hereto.

7. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

8. Successors and Assigns. It is mutually understood and agreed that this Agreement shall be binding upon Riverside and Western and their respective successors. Neither this Agreement or any part hereof may be assigned by either party without the prior consent of the other party.

9. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the

event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

10. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of their respective parties each represent and warrant that they have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

11. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[signatures on following page]

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY _____
Deputy City Attorney

CITY OF RIVERSIDE

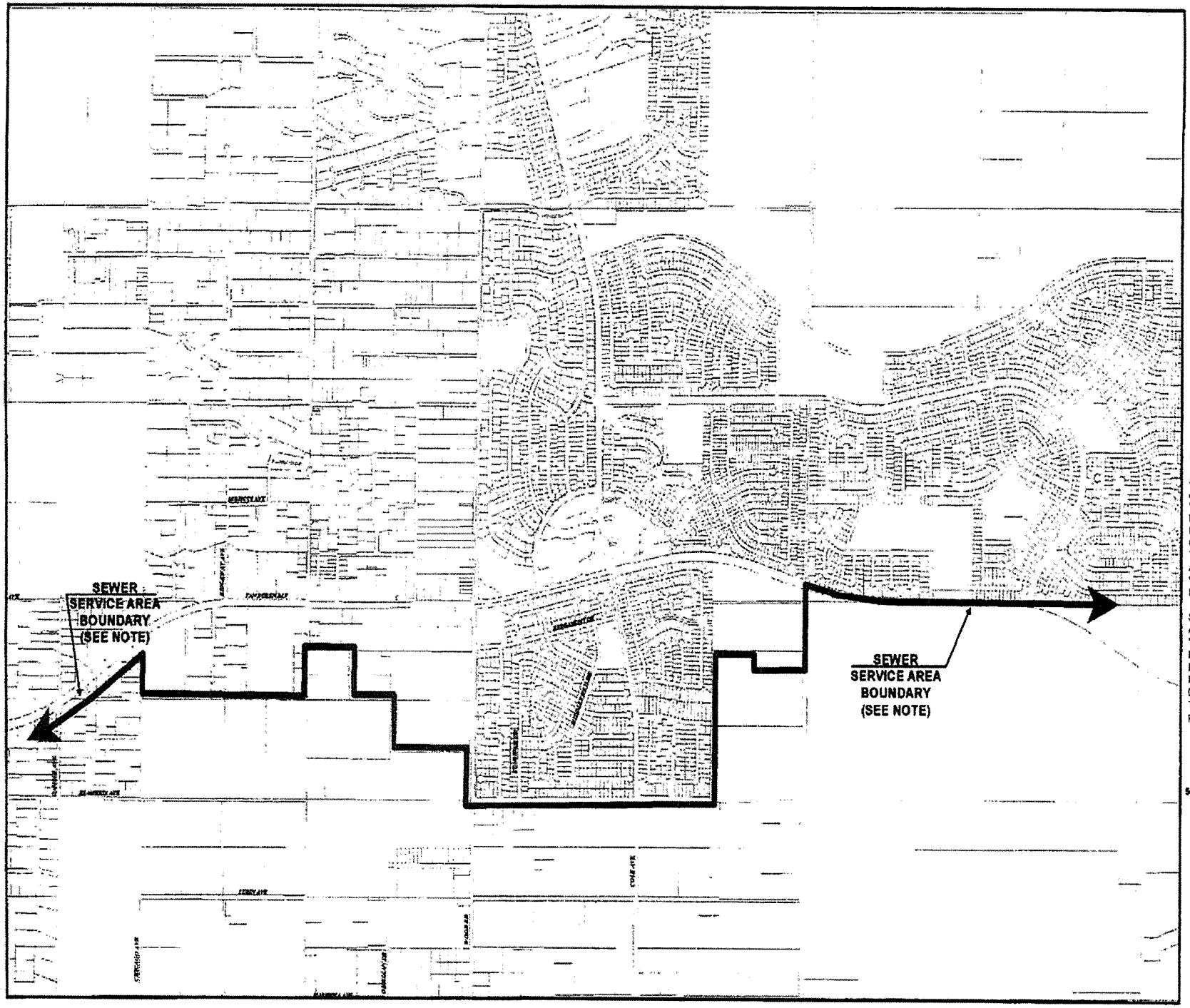
By: _____
George A. Caravalho
City Manager

Attest: _____
City Clerk

WESTERN MUNICIPAL WATER DISTRICT

By: _____

SEWER SERVICE BOUNDARY



NOTE:

SEWER SERVICE IN THE AREA NORTH OF THE "SEWER SERVICE AREA BOUNDARY" WILL BE PROVIDED BY THE CITY OF RIVERSIDE. TREATMENT WILL OCCUR AT VAN BUREN REGIONAL WASTEWATER TREATMENT PLANT.

SEWER SERVICE IN THE AREA SOUTH OF THE "SEWER SERVICE AREA BOUNDARY" WILL BE PROVIDED BY WESTERN MUNICIPAL WATER DISTRICT WITH EFFLUENT TO BE RECLAIMED AND REUSED IN SERVICE AREA

500 0 500 1000 Feet

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS

ATTACHMENT 1

FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE

(Western Municipal Water District of Riverside County)

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE is made and entered into this 19th day of November, 2010 by the City of Riverside ("Riverside") and Western Municipal Water District of Riverside County ("Western") with respect to the following facts:

RECITALS

WHEREAS, on April 15, 2003, the parties entered into a Cooperative Agreement for Sewer Service ("Original Agreement"), wherein Western agreed to provide sewer service to all properties not currently serviced by Riverside located south of those facing Van Buren Boulevard, and all properties formerly part of March Air Force Base; and

WHEREAS, minor revisions the Sewer Service Boundary have been made from time to time and the Parties now wish to Amend the Agreement to formalize the changes; and

WHEREAS, Western has received requests for sewer service for several parcels near the intersection of Van Buren Boulevard and Washington Street ("Van Buren/Washington Parcels"), which are not within Riverside's city limits, but are within Riverside's agreed-upon sewer service area under the Original Agreement; and

WHEREAS, Western can provide sewer service to the Van Buren/Washington Parcels by installing approximately one mile of sewer line at an approximate cost of $2 million, where Riverside would have to install several miles of sewer line at an estimated cost of $13 million to serve the same area and Riverside would have to recover its costs from an uncertain number of future sewer service connections, leading to a wide range of potentially-high costs per estimated dwelling unit; and

WHEREAS, the parties now desire to amend the Original Agreement to adjust the boundaries of the Original Agreement to reflect the previous minor revisions and so that Western can provide sewer service to the Van Buren/Washington Parcels.

NOW, THEREFORE, Riverside and Western agree as follows:

1. The Parties' service areas as set forth in the Original Agreement are hereby adjusted and established as described and shown on Exhibit "A" and exhibit A-1 attached hereto and incorporated herein by reference ("Project Area").

2. Riverside may in the future annex all or part of the Project Area. In the event of an annexation which results in the return of all or part of the Project Area to Riverside's sewer

service area, Western shall be entitled to reimbursement from Riverside for the actual installation costs incurred by Western for connection of Western's sewer system to that part of the Project Area which would thereby be annexed to Riverside and where said costs have not been reimbursed by others. If such an annexation is only for a portion of the Project Area, then the reimbursement entitlement set forth herein shall be made on a proportional basis for that portion of the Project Area which is annexed to Riverside.

3. Western, with the City's concurrence, may add flows generated from outside of the Project Area to the flows that are transmitted through the facilities serving the Project Area.

4. Any potential annexation of the Project Area, either in full or part, as set forth herein, will be made subject to an Amendment of the Original Agreement to either allocate the costs to split the flows in accordance with the sewer service boundaries or to adjust the sewer service boundaries.

5. Except as otherwise specifically set forth in this First Amendment, all of the provisions of the Original Agreement shall remain in full effect.

IN WITNESS WHEREOF, Riverside and Western have caused this First Amendment 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

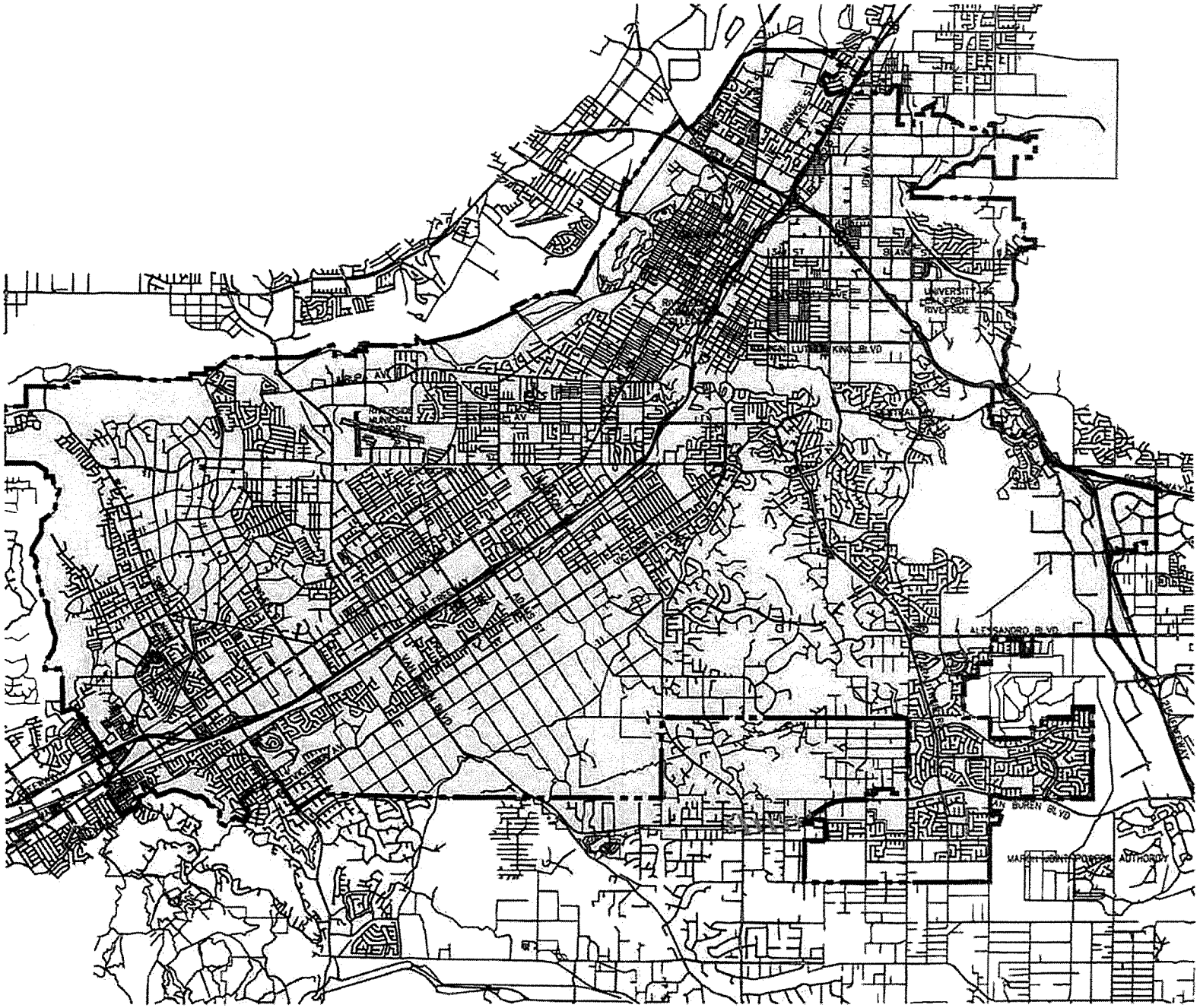
APPROVED AS TO FORM:

By: _____
Deputy City Attorney

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

Charles D. Field

By: _____
Title President, Board of Directors



Symbology

Riverside Sewer Service Area

Western Municipal Sewer Service Area

Edge of Roadway

City Limits

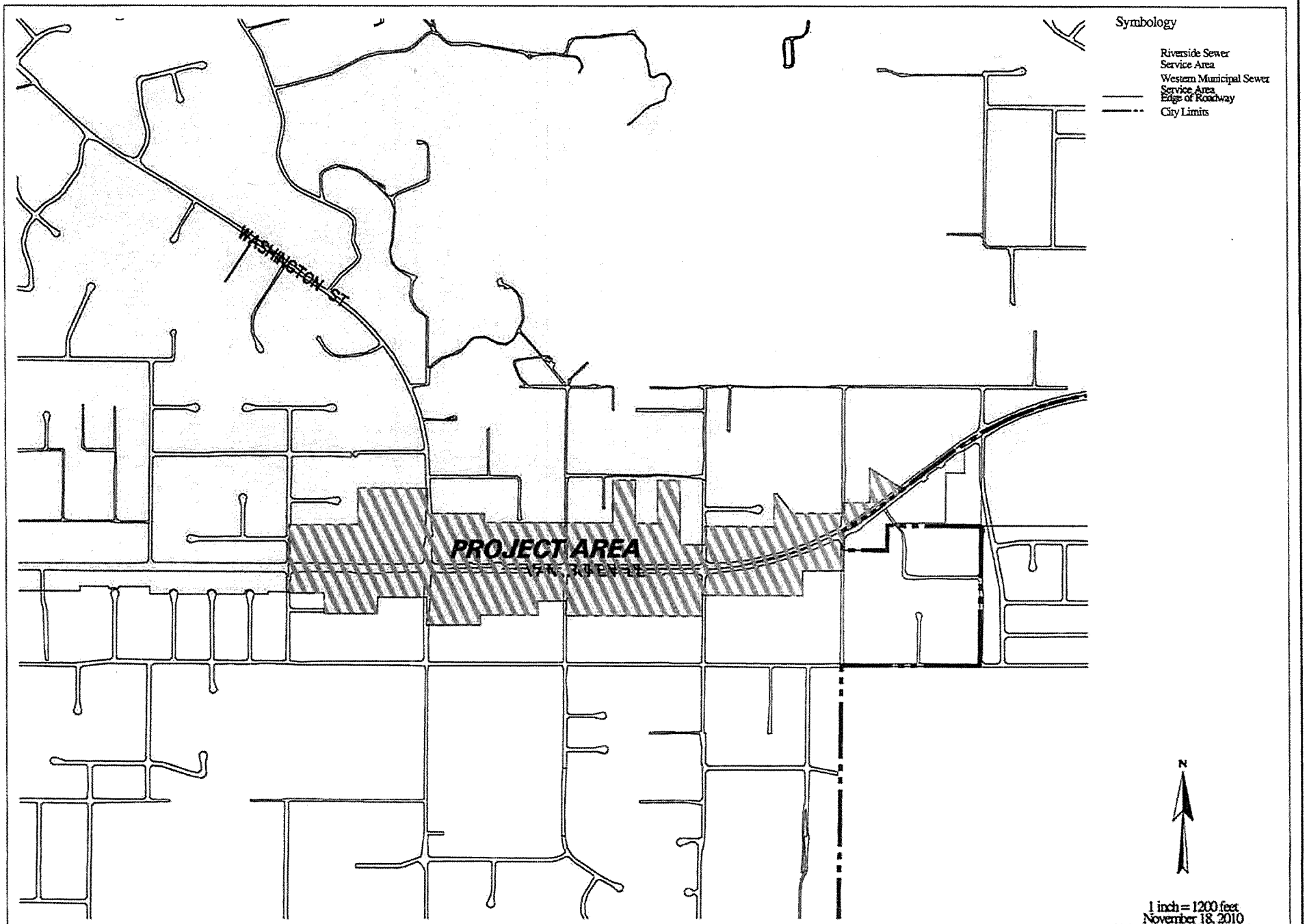
N

1 inch = 9000 feet
November 18, 2010

Aerial photos taken April 2008. The City of Riverside makes no warranty on the accuracy or content of the data shown on this map. This map shall not be reproduced or distributed.
© Copyright 2010, City of Riverside, California
Prepared by: RAD

Sewer Service Areas –Exhibit A

ATTACHMENT 1

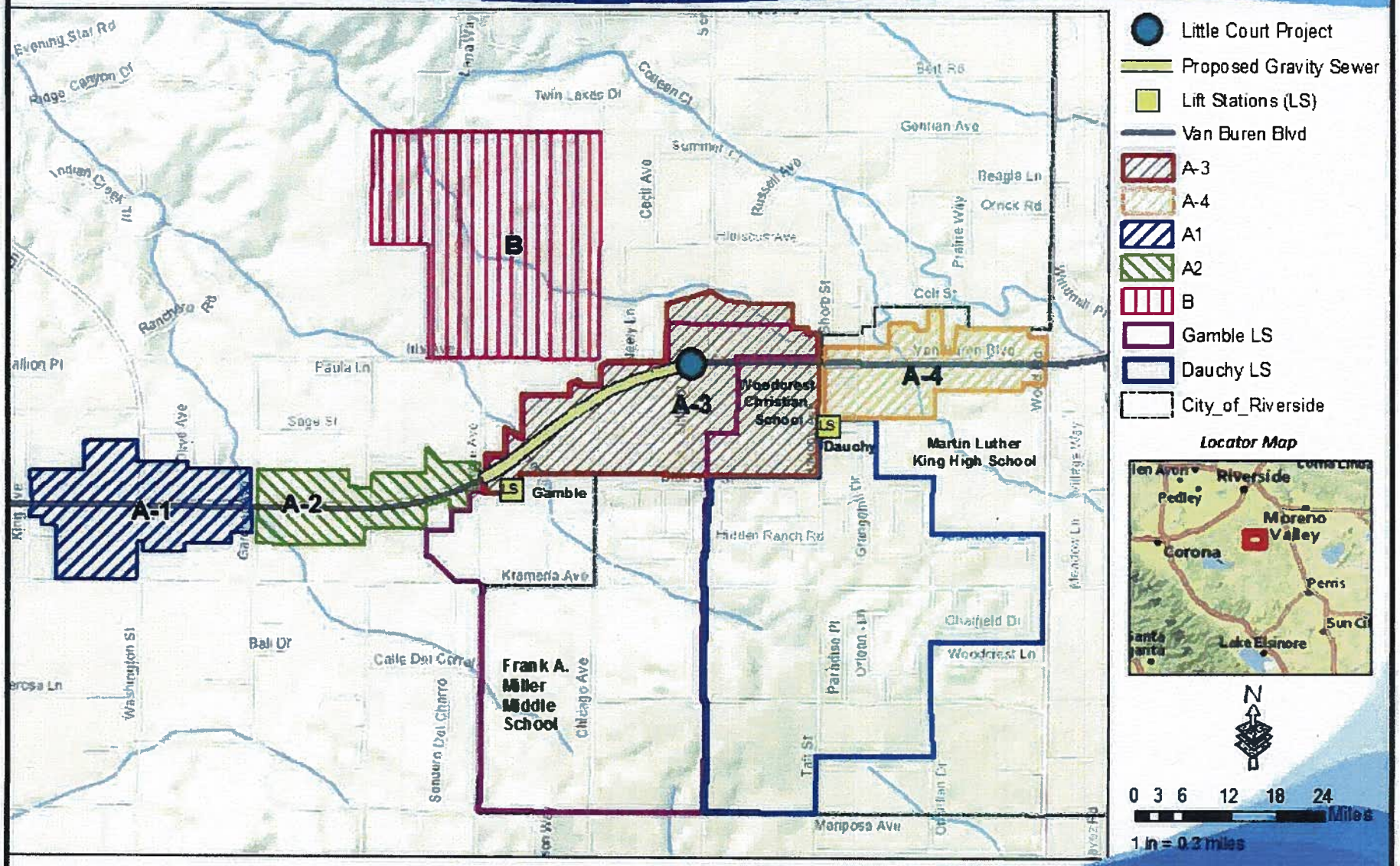


Sewer Service Areas –Exhibit A-1

ATTACHMENT 1

Proposed Initial Improvements for Little Ct. Project

Securing Your Water Supply

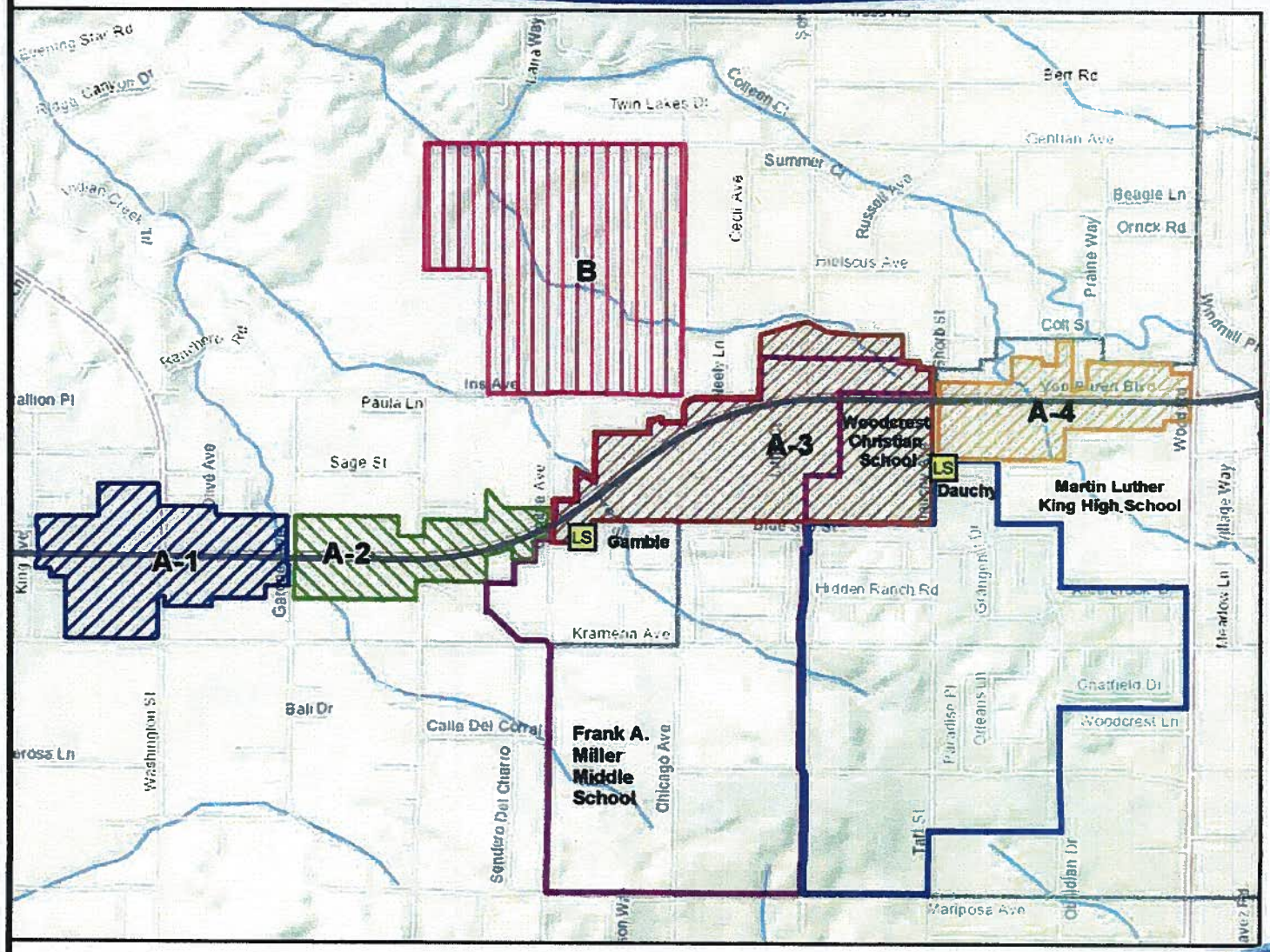


ATTACHMENT 1

Proposed County CFD Areas

WESTERN MUNICIPAL WATER DISTRICT

Securing Your Water Supply



ATTACHMENT 1

SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE

(Western Municipal Water District of Riverside County)

THIS SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE is made and entered into this 13th day of September, 2013 by the City of Riverside, California charter city and municipal corporation ("Riverside") and Western Municipal Water District of Riverside County ("Western") with respect to the following facts:

RECITALS

WHEREAS, on April 15, 2003, the parties entered into a Cooperative Agreement for Sewer Service ("Original Agreement"), wherein Western agreed to provide sewer service to all properties not currently serviced by Riverside located south of those facing Van Buren Boulevard, and all properties formerly part of March Air Force Base; and

WHEREAS, on November 19, 2010, the parties amended the Original Agreement to adjust the boundaries of the Original Agreement to reflect the previous minor revisions and so that Western can provide sewer service to the Van Buren/Washington Parcels ("First Amendment"); and

WHEREAS, the parties now desire to restore the sewer service boundaries back to those established in the Original Agreement, thereby reversing the boundaries established in the First Amendment; and

WHEREAS, the parties have received a request for sewer service for a parcel located at the southeasterly corner of Van Buren Boulevard and Barton Road ("Van Buren/Barton Parcel"), which is within Western's service area, however is excluded from the agreed-upon sewer service area under the Original Agreement; and

WHEREAS, the nearest Western sewer pipeline to this property is approximately one mile away, and connecting to this pipeline would require significant infrastructure construction resulting in a financial hardship to the project; and

WHEREAS, Riverside can provide sewer service to the Van Buren/Barton Parcel by connecting to the Riverside sewer system located in Barton Road, which is much closer in proximity; and

WHEREAS, the parties now desire to amend the Original Agreement by restoring the original boundaries to which Riverside provides sewer service and to include the Van Buren/Barton Parcel.

NOW, THEREFORE, Riverside and Western agree as follows:

1. The Parties' service areas as set forth in the Original Agreement are hereby restored and adjusted as described and shown on Exhibit "A" and Exhibit "B" attached hereto.

2. Except as otherwise specifically set forth in this Second Amendment, all of the provisions of the Original Agreement shall remain in full effect.

IN WITNESS WHEREOF, Riverside and Western have caused this Second Amendment 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

WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY

By: _____
Title General Manager

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

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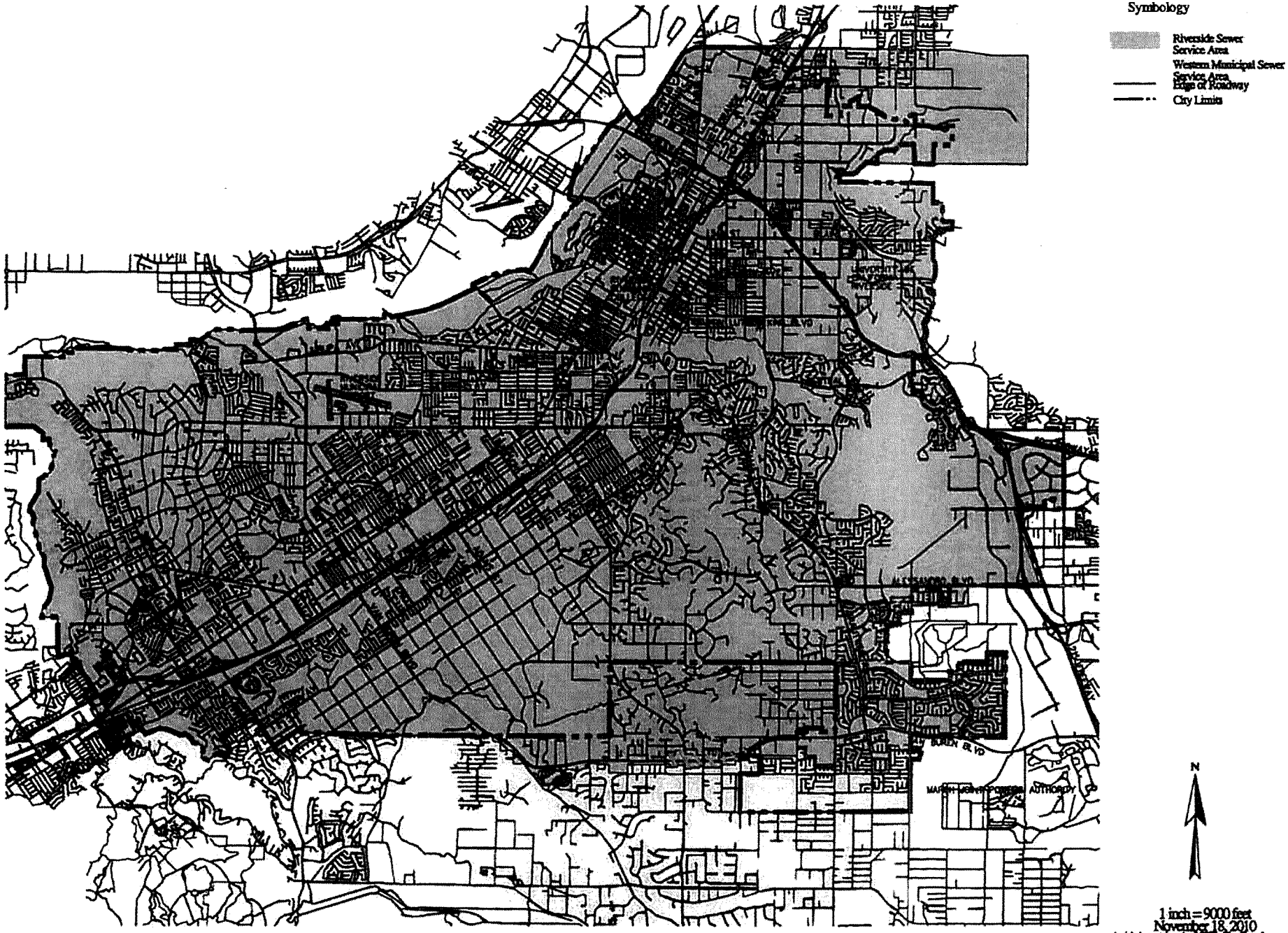
ATTACHMENT 1



Sewer Service Areas –Exhibit A

ATTACHMENT 1

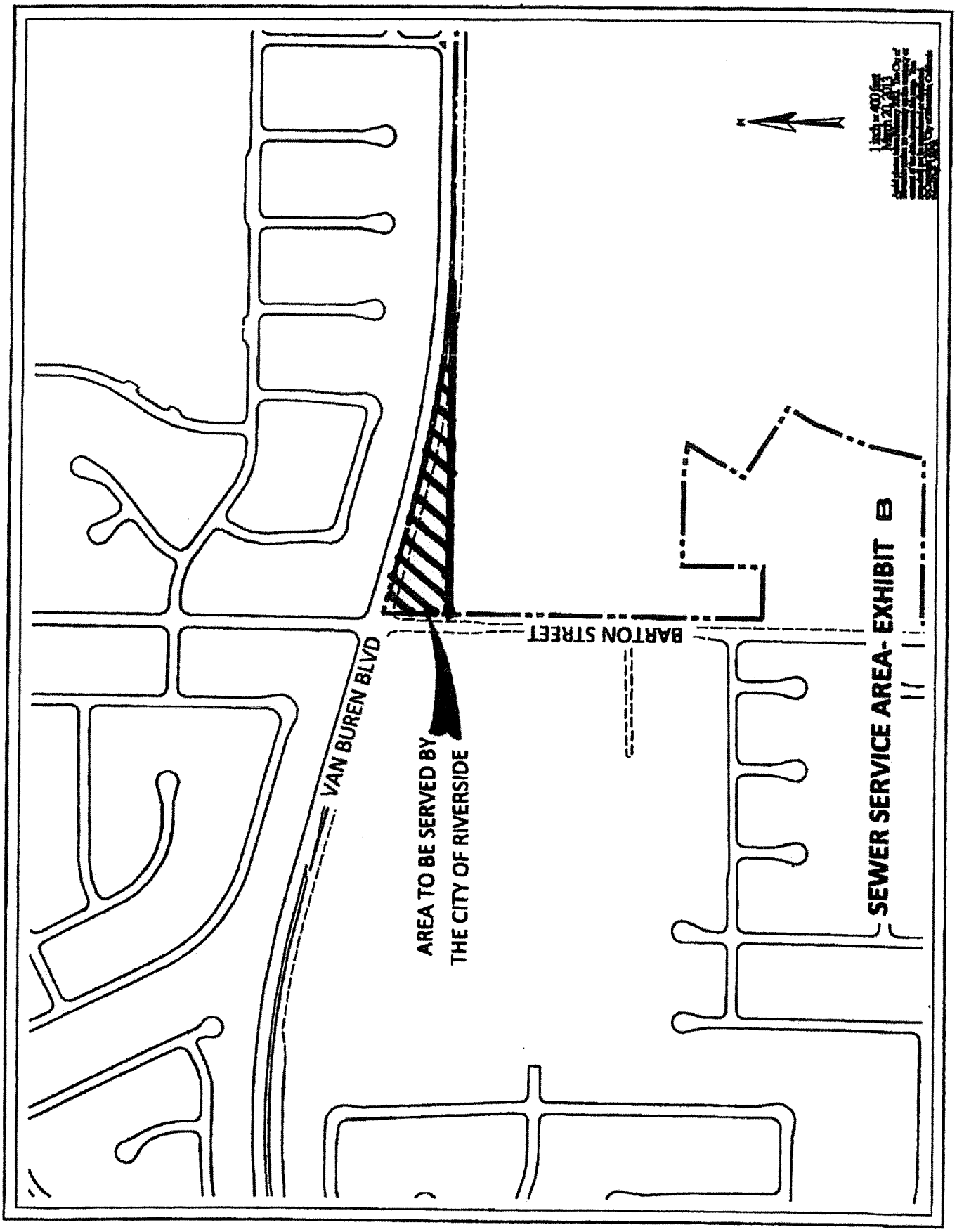

VAN BUREN BLVD
AREA TO BE SERVED BY
THE CITY OF RIVERSIDE
BARTON STREET
SEWER SERVICE AREA- EXHIBIT B

Exhibit "B.1 & B.2"

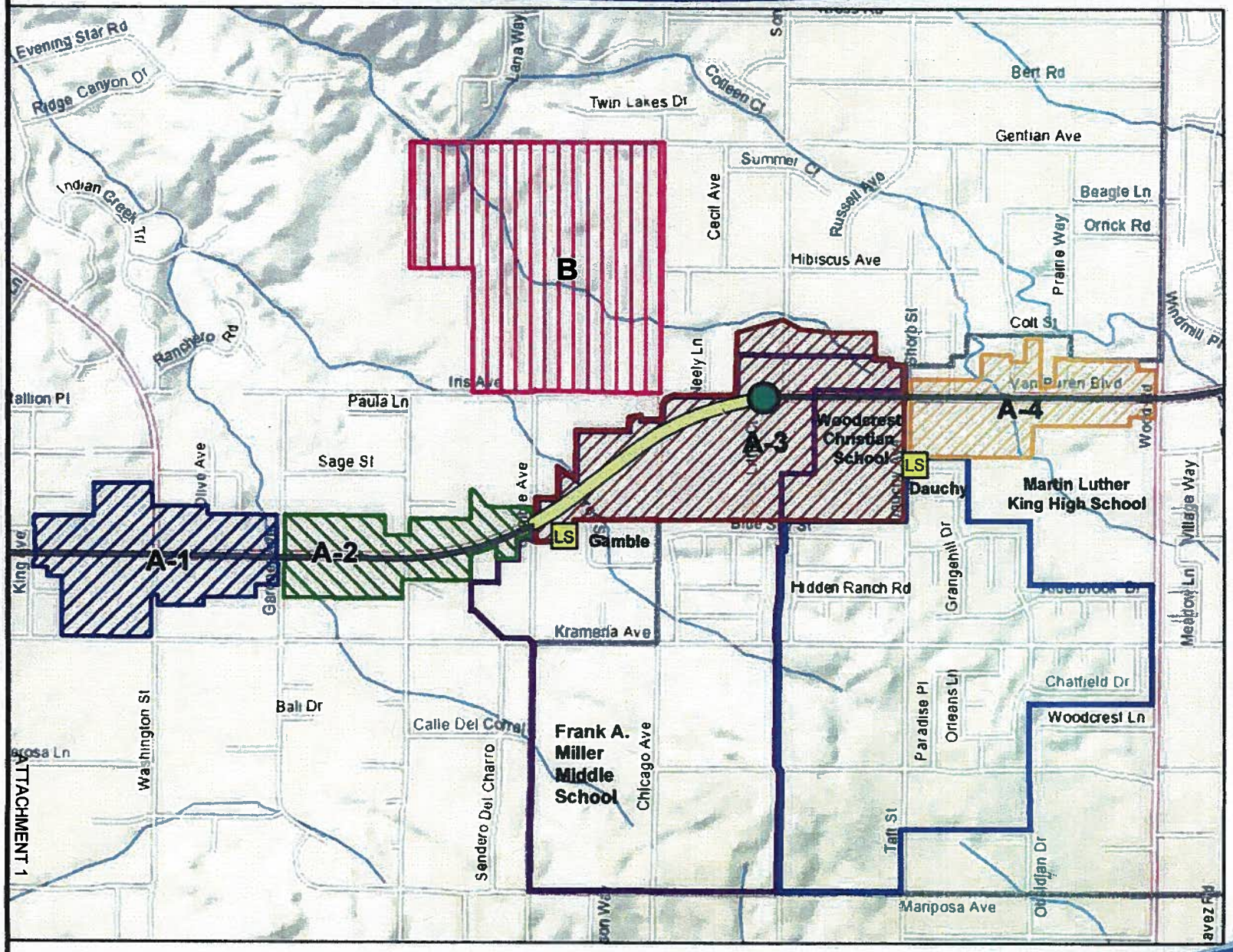
Exhibit B.1: Proposed Woodcrest CFD Area

Exhibit B.2: Proposed Improvements for Little Ct. Development and Location of Areas A-3 and A-4

Proposed County CFD Areas

WESTERN MUNICIPAL WATER DISTRICT

Securing Your Water Supply



- Little Court Project
- Proposed Gravity Sewer
- Lift Stations (LS)
- Van Buren Blvd
- A-3
- A-4
- A1
- A2
- B
- Gamble LS
- Dauchy LS
- City_of_Riverside

Locator Map

N

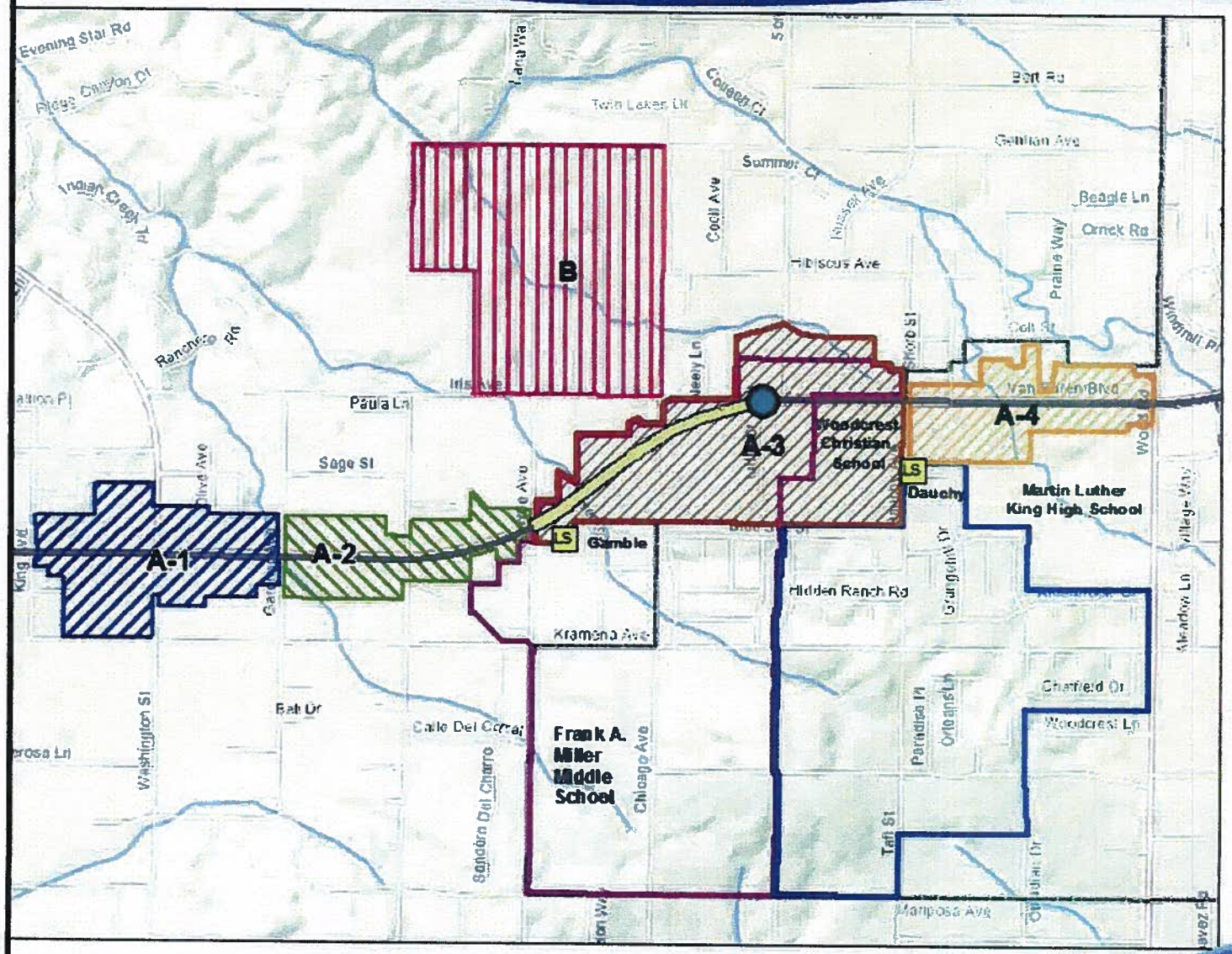
0 3 6 12 18 24 Miles

1 in = 0.3 miles

ATTACHMENT 1

Proposed Initial Improvements for Little Ct. Project

Securing Your Water Supply



Little Court Project
Proposed Gravity Sewer
Lift Stations (LS)
Van Buren Blvd
A-3
A-4
A1
A2
B
Gamble LS
Dauchy LS
City_of_Riverside

Locator Map

N

0 3 6 12 18 24 Miles

1 in = 0.3 miles

ATTACHMENT 1

Exhibit "C"

Facility Requirements

A. Prior to Gamble Lift Station Total Flows Reaching 300 GPM

1. Gravity sewer pipeline in Van Buren Blvd. to service properties with Areas A-3 and A-4 seeking service through City of Riverside
2. Meter manhole structure at Gamble LS for City flows from Areas A-3 and A-4
3. Magnetic meter within newly constructed meter manhole structure along with all equipment to connect meter reads into Western SCADA system
4. Connection piping to Gamble LS downstream of new magnetic meter and meter manhole structure

Notes:

a. Cost to design and construct any of the above facilities is at the sole expense of the City of Riverside

b. Meter manhole structure and magnetic meter shall be to Western's standards and be approved by Western prior to start of construction

c. City shall provide Western with funds for costs associated with review of design inspection and SCADA programming for said facilities

B. Modifications to Gamble LS Once Total Flows is Equal to or Greater Than 300 GPM

1. Design confirmation of pump and/or impellor requirements for flow up to 435 GPM can be met with existing pumps modified
2. Pump and/or impellor modifications to increase flow to 435 GPM
3. Any motor or electrical modifications to support pumping equipment to increase flows to 435 GPM

Notes:

a. Estimated cost for Gamble LS modifications to increase flow from 380 GPM to 435 GPM is estimated at $150,000 per A. A. Webb Study dated September 15, 2015 regarding "Woodcrest Area Sewer Study". City to pay all actual costs at time of modifications being implemented.

b. City responsible for all costs associated with Gamble LS modifications. These include but may not be limited to: design, construction, design review by Western,

inspection by Western, SCADA programming modifications.

c. Design of modifications to be initiated once total flow to Gamble LS reaches 300 GPM

d. All Gamble LS modifications to be completed prior to total flow to Gamble LS reaching 380 GPM