

AGREEMENT FOR TRANSITION OF RETAIL WATER SERVICE

THIS AGREEMENT FOR TRANSITION OF RETAIL WATER SERVICE ("AGREEMENT") is made and entered into this 21st day of November, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Riverside"), and CITY OF NORCO, a municipal corporation ("Norco"), collectively referred to herein as "Parties".

RECITALS

A. Riverside, through its Public Utilities Department, provides retail water service within its city limits.

B. Norco, through its Public Works Department, provides retail water service within its city limits.

C. Norco has been providing retail water service to several parcels in the City of Riverside, with addresses of 11500 Arlington Avenue and 11551 Arlington Avenue in Riverside, California and Riverside County Assessor's Parcel Numbers 153240018, 153250011, 153250003, 168060005, and 168060008; and 153240036 and 153240034 (the "Riverside Water Service Area"). That area is further depicted and described in the map Exhibit A and incorporated herein by reference.

D. Norco has served these parcels because Riverside's water distribution system did not extend to this area.

E. However, in 2017 Riverside extended its water system along Arlington Avenue and now has the ability to serve these customers. Furthermore, each of the customers has requested for Riverside to provide water service to their parcel and Riverside is in agreement to provide such water service.

F. Norco agrees that Riverside will provide retail water services to properties within the Riverside Water Service Area, in accord with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **PROVISION OF RETAIL WATER SERVICE.** As of the Effective Date, Riverside will provide retail to water service to the specified parcels located within the Riverside Water Service Area.

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2. HOLD HARMLESS. Norco agrees to hold Riverside harmless from any and all damages, liabilities, losses, suits, claims, judgments, fines or demands that Norco incurred during the period when Norco provided water services to the specified parcels located within the Riverside Water Service Area, as well as any claims for damages, liabilities, losses, suits, claims, judgments, fines or demands that Norco may have against Riverside due to Riverside providing water service to the specified parcels located within the Riverside Water Service Area.

3. CONDITIONS FOR PROVISION OF RETAIL WATER SERVICE. Riverside shall only be required to provide retail water service to specified parcels located within the Riverside Water Service Area if the owner of that specified parcel agrees to comply with the following terms and conditions. If owner fails to comply with any or all of the conditions, Riverside shall provide Norco with written notice that Riverside declines to provide water service to the specified parcel:

3.1 In accord with the City of Riverside Water Rules and Rates, as amended from time to time, Owner shall be responsible for all applicable fees and charges required to install all water facilities required by Riverside for the provision of retail water service to the specified parcel.

3.2 Owner shall be a customer of Riverside and the water rate charged to the Owner will be Riverside's applicable retail water customer rate for service to the specific property.

4. GOVERNING LAW AND JURISDICTION. The parties agree that in the exercise of this Agreement, the parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with the Property. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. 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.

5. NOTICES. Service of any notices, or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

Riverside

City of Riverside
Attn: Public Utilities General Manager
3900 Main Street
Riverside, CA 92522

Norco

City of Norco
Attn: Director of Public Works
2870 Clark Avenue
Norco, CA 92860

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6. 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.

7. PARAGRAPH TITLES. The paragraph titles of this Agreement are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the parties set out in this Agreement.

8. AMENDMENTS. This Agreement may be amended or supplemented only by written documents signed by all parties.

9. 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.

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

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

CITY OF RIVERSIDE

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

Susan Wilson
Assistant City Attorney

CITY OF NORCO

By: 
Ted Hoffman, Mayor

ATTEST:

By: 
Cheryl L Link, CMC, City Clerk

APPROVED AS TO FORM:

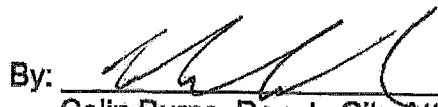
By: 
Colin Burns, Deputy City Attorney

EXHIBIT "A"



RPU Water Pipeline

RPU Service Area Boundary

COLOR GREEN
WHOLESALE NURSERY
11551 ARLINGTON AVENUE
RIVERSIDE, CA 92505

PIERCE BROTHERS
CRESTLAWN MORTUARY
11500 ARLINGTON AVENUE
RIVERSIDE, CA 92505

153240034

153240036

153240018

153250011

153250003

168080005

168090008

CALIFORNIA AVE

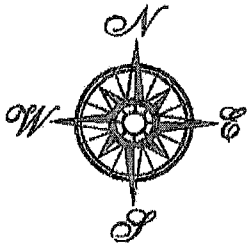
NORTH DR

EIGHTH ST

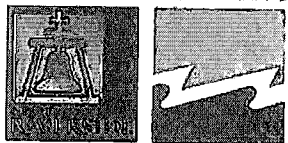
CRESTVIEW DR

SEVENTH ST

ARLINGTON AVE



WATER | ENERGY | LIFE



PUBLIC UTILITIES

PIKES PEAK

MOUNT SHASTA

EXHIBIT "A"