

**AMENDMENT TO
INTERAGENCY AGREEMENT
BETWEEN THE CITY OF RIVERSIDE AND
WESTERN MUNICIPAL WATER DISTRICT**

This FIRST AMENDMENT TO INTERAGENCY AGREEMENT (this “**Amendment**”) is made and entered into this 15th day of October, 2025, (the “**Effective Date**”) by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (the “**City**”), and WESTERN MUNICIPAL WATER DISTRICT, a California public agency (“**Western Water**”). The City and Western Water are herein referred to singularly as “**Party**” and collectively as “**Parties**”, with reference to the following facts:

RECITALS

WHEREAS, on or about March 28, 2017, City and Western Water entered into that certain Interagency Agreement (the “**Agreement**”) detailing responsibilities for temporary sewer service on Van Buren Blvd. between King Street and Wood Road; and

WHEREAS, Section 2(b) of the Agreement sets forth the methodology for assessing connection fees and provides that the Sewer Added Facilities Charge applicable to commercially zoned properties shall be determined using Western Water’s acreage-based sewerage generation rate of 1,700 gallons per day (gpd) per acre, with a peak flow rate of 4,250 gpd per acre, which equates to an allocation of 8.5 Equivalent Dwelling Units (EDUs) per acre; and

WHEREAS, the allocation of EDUs is intended to reflect the estimated wastewater flow generated by a given customer and is assigned based on factors including, but not limited to, water consumption, the nature of the business, and operational characteristics such as the number of employees or seating capacity, in order to ensure that sewer-related charges are reasonably proportional to the actual impact of a commercial facility on the sewer system; and

WHEREAS, connection fees, also referred to as capacity charges, have been assessed by Western Water upon the commencement of service to various developments, and such fees will require reimbursement to the respective customers in accordance with the terms of this Amendment; and

WHEREAS, the Parties acknowledge that Section 2(c) of the Agreement sets forth the methodology for calculating monthly sewer treatment charges; however, the application of this formula has resulted in inaccurate and unintended billing outcomes, including materially understated charges that do not accurately reflect the actual volume of sewer flows or the corresponding treatment costs incurred by Western Water; and

WHEREAS, ongoing development projects continue to require connection to the sewer system, necessitating coordination between Western Water and the City to determine applicable fees and to ensure the submission of all necessary documentation for Western Water’s review and assessment related to the ultimate treatment of sewer service; and

WHEREAS, City and Western Water desire to amend the Agreement to ensure that sewer service charges are equitable and accurately reflect the actual wastewater discharge and usage

characteristics of each commercial facility;

TERMS

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Western Water mutually agree as follows:

SECTION I. Connection Fees

1. Western Water shall refund to each respective customer the full amount of the connection fees (i.e. capacity fees) previously assessed, within thirty (30) days following the full execution of this Amendment, and shall provide the City with a copy of each refund check issued. Within thirty (30) days following the City's receipt of notice of each such refund, the City shall reimburse Western Water in an amount equal to the refund issued, thereby making Western Water financially whole. Notice may be delivered via digital copy of refund checks to the email of the City Manager or their delegated individual.

2. Until such time as the City has completed and activated its sewer collection system and lift station for the receipt and treatment of wastewater, Western Water shall collect necessary documentation (including industrial waste surveys, plumbing plans, and grease interceptor information as applicable) from all new customers and tenant improvements. Western Water will coordinate with the City to obtain any pertinent business or use-related information and will consult with the City regarding specifications for grease interceptors and any other components (e.g., clarifiers) beyond Western Water's scope. Western Water shall, to the best of its ability, collect the above information, but is not liable nor guarantees the veracity of any information collected on behalf and for the purposes of the City. The City has a duty to verify any information provided by Western Water, regardless of purpose.

3. Section 2(b) "Connection Fees" is replaced in its entirety with the following quoted text:

"Capacity Fees" Prior to delivery and acceptance of wastewater flows, Western Water shall calculate all applicable fees and charges in accordance with its prevailing rate structure and policies. The City may verify the accuracy of these calculations; however, the City shall remit payment of all such fees and charges to Western Water. Notwithstanding the foregoing, the Capacity Charges, also known as Connection Fees or Sewer Added Facilities Charge, shall be calculated based on the number of Equivalent Dwelling Units (EDUs) assigned by Western Water for the specific business type at the time of connection. Western Water shall provide the City with the calculated Equivalent Dwelling Units ("EDUs"). Capacity Charges due to Western Water must be remitted by the City prior to Western Water issuing customer clearance or installing domestic meters. 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 List Station is expanded from 380 gpm to 435 gpm, the City can acquire up to a maximum of 400 EDUs of capacity."

SECTION II. Monthly Sewer Rates

4. In order to more accurately recover costs in accordance with the intent and purpose of the

Agreement, the Parties desire to amend the calculation methodology such that, effective as the Effective Date of this Amendment, the monthly sewer treatment charges shall be calculated by converting Western Water's per-EDU monthly rate into a per-gallon rate, and applying that rate to the actual metered sewer flow discharged by the City during each applicable billing period. The City shall assume direct responsibility for billing customers for monthly sewer treatment services henceforth.

5. The per-gallon rate methodology of Section II.4 of this Amendment shall supersede the previous calculation method stipulated in Section 2(c) of the Agreement and apply retroactively to all billing periods with outstanding invoices. This methodology shall also apply to all future billing periods beginning after the date this Amendment is fully executed and continue until termination of the Agreement.

6. The City shall remit full payment of all outstanding and unpaid monthly invoices issued prior to the execution of this Amendment, calculated retroactively based on the corrected per-gallon rate methodology, to ensure recovery of actual treatment costs incurred by Western Water.

SECTION III. General Terms

7. This Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement, as written shall remain in full force and effect. All terms and conditions of this Amendment not explicitly for the purposes of altering a term in the Agreement shall be incorporated into the Agreement as additional terms and conditions of the Agreement. From and after the Effective Date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

8. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment. Nothing contained in this Amendment shall be construed to create, and the Parties do not intend to create any rights in third parties.

9. All Parties to this Amendment warrant and represent that they have the power and authority to enter into this Amendment and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Amendment have been fully complied with. This Amendment may be signed in counterparts, each of which will constitute an original.

10. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties. The waiver by any Party to this Amendment of the breach or performance of any provision of this Amendment shall not be deemed a continuing waiver or a waiver of any subsequent breach or performance, whether of the same or another provision of this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE.]

SIGNATURE PAGE TO:

**FIRST AMENDMENT TO
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WESTERN MUNICIPAL WATER DISTRICT**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the Effective Date above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

WESTERN MUNICIPAL WATER DISTRICT,

By: _____
Mike Futrell
City Manager

By:  _____
Craig Miller
General Manager

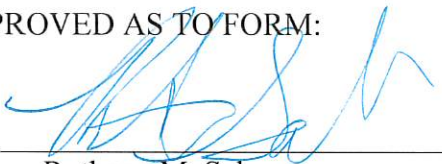
ATTEST:

By: _____
Donesia Gause
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:  _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Ruthann M. Salera
Sr. Deputy City Attorney