

**Agreement
Between
RUBIDOUX COMMUNITY SERVICES DISTRICT
and
CITY OF RIVERSIDE
Regarding
Management of Total Dissolved Solids**

This Agreement is by and between Rubidoux Community Services District (“District”), a California special district, and the City of Riverside (“Riverside”), a California charter city and municipal corporation, regarding the District’s management of total dissolved solids (“TDS”) in sewage delivered to Riverside for treatment and disposal. District and Riverside can be collectively referred to herein as “Parties” or individually as “Party”.

Recitals

- A. Riverside owns and operates a 46.0 MGD rated regional wastewater treatment plant (“Riverside WWTP”) and must comply with Order No. R8-2013-0016 NPDES Permit No. CA0105350, issued by the State of California Regional Water Quality Control Board Santa Ana Region. Current flows to the Riverside WWTP are approximately 28 MGD.
- B. The Riverside WWTP has and continues to operate in compliance with the NPDES Permit.
- C. Through contracts dating back to 1978 the District has acquired 3.055 MGD of treatment and disposal rights in the Riverside WWTP. Current sewage flow from the District to the Riverside WWTP average approximately 1.7 MGD.
- D. In addition to sewage flow from Riverside and the District, the Riverside WWTP receives sewage for treatment and disposal from Jurupa Community Services District and Edgemont Community Services District.
- E. The District is reliant on local groundwater for its potable water supply. Historically and currently the local groundwater has a total dissolved solids (“TDS”) concentration averaging approximately 491 mg/L. When you factor in a use increment added by residential and non-residential customers, the resulting

sewage collected from within the District's service area has a TDS concentration averaging approximately 790 mg/L.

- F. The current NPDES Permit issued to Riverside has a TDS effluent concentration limit of 650 mg/L for tertiary treated water discharged to the Santa Ana River. Currently, the TDS effluent concentration of treated water discharged from the Riverside WWTP to the Santa Ana River is approximately 600 mg/L based on a twelve-month weighted running average. This TDS concentration is based on the aggregate of the sewage treated at the Riverside WWTP.
- G. The Rio Vista Specific Plan (the "Rio Vista Project ") is a significant project currently being developed by Richland Communities within the City of Jurupa Valley. The Rio Vista Project seeks annexation into the District's service area. Spanning 917 acres, the Rio Vista Project will feature 1,697 residential homes, approximately 1.2 million square feet of light industrial and 1.4 million square feet of business park space, 510.8 acres dedicated to open space, 14.3 acres of park and recreational amenities, and 13.4 acres for public school sites. Additionally, the Rio Vista Specific Plan aims to generate approximately 3,000 permanent jobs, significantly contributing to the local economy and infrastructure of the City of Jurupa Valley.
- H. The Rio Vista Project is expected to have a substantial financial impact on the District upon full buildout. The District stands to collect approximately \$22 million in one-time capacity fees, along with an estimated \$3.2 million in annual recurring charges for water, wastewater, and solid waste services. In addition, the District is projected to receive approximately \$1.2 million annually in property tax revenue.
- I. Riverside has submitted letters to the Riverside County Local Agency Formation Commission ("LAFCO") objecting to the District's annexation of the Rio Vista Project due to concerns about the District's elevated TDS concentrations. The City opposes the Rio Vista Project service area being annexed to the District for sewer service until the District develops a TDS Management Plan that can be implemented by the District to manage the TDS concentration in untreated sewage the District sends to the Riverside WWTP.
- J. To address concerns regarding the District's TDS concentrations, the District has:

- a. Removed a high-volume industrial discharger from the District's sewage collection system to the Inland Empire Brine Line. This effort cost the District over \$2.3 million and was completed in November 2019.
 - b. Executed agreements to have access to low TDS concentration potable water to blend with local groundwater supply to enable delivering current and buildout sewage flows to the Riverside WWTP from the District at or below 650 mg/L TDS. Access agreements were completed in June 2024.
 - c. Completed a TDS Management Plan, attached hereto for reference, detailing specific actions the District will implement at certain "triggers" to avoid Riverside becoming at risk of non-compliance with its NPDES Permit TDS concentration limits due to sewage flows from the District. Concurrence with the TDS Management Plan between the Parties to this Agreement occurred in April 2025.
- K. Riverside requires the Parties to enter into an Agreement to memorialize understandings related to the TDS Management Plan and obligations each of the Parties have related thereto. This Agreement is a stand-alone agreement and does not alter or amend any prior agreements or contracts between the Parties, and creates no new duties or obligations on the Parties beyond those expressly stated.

NOW THEREFORE the parties mutually agree as follows:

1. The Riverside WWTP is a facility providing sewage treatment and disposal services to Riverside and the following contract public agencies – District, Jurupa Community Services District and Edgemont Community Services District. Riverside as owner and operator of the Riverside WWTP requires all dischargers to deliver sewage Riverside can treat and dispose of in compliance with NPDES Permit No. CA0105350.
2. TDS concentration of tertiary treated water discharged to the Santa Ana River from the Riverside WWTP fluctuates over time with variables such as seasonal snow melt and precipitation, potable water supply, long-term drought periods, and quality of sewage from dischargers.

3. The Parties agree as of the execution of this Agreement the Riverside WWTP rolling 12-month TDS concentration weighted average for effluent is approximately 600 mg/L.
4. The District's TDS Management Plan, through its service area buildout, is intended to manage the TDS concentration in its sewage delivered to the Riverside WWTP to a level at or below 650 mg/L.
5. District shall:
 - a. Include a condition in the Plan of Service and Environmental Impact Report for the Rio Vista Project requiring that a physical potable water supply intertie with West Valley Water District capable of moving up to 2,000 AFY of low TDS concentration water be built.
 - b. In the event that 750 equivalent dwelling units ("EDU"), defined as $\frac{3}{4}$ inch water meter connection, are connected for sewer service within the District's current or expanded service area prior to the Rio Vista Project building the physical intertie with West Valley Water District, the District will cause to build the physical intertie itself within 12 months of connection of the 750th EDU. The count on the future 750 EDUs will start on the date the last Party executes this Agreement.
 - c. Purchase low TDS potable water through the intertie with West Valley Water District to blend with the District's groundwater supply in sufficient volumes to enable the District's TDS concentration in sewage delivered to the Riverside WWTP to be 650 mg/L or less in the event the TDS concentration in tertiary treated water discharged from the Riverside WWTP reaches the following Triggering TDS Concentrations:

Period	TDS mg
12 Month Average	620
5 Year Average	626
10 Year Average	627
15 Year Average	624
20 Year Average	618

- d. These Triggering TDS Concentrations have been determined based on the current NPDES permit TDS compliance calculation and anticipated compliance calculation of a forthcoming NPDES permit. The Triggering TDS Concentrations may be adjusted to reflect future controlling NPDES permits that may use a compliance calculation different from the current and anticipated compliance calculation utilized herein.
 - e. In the event of any changes in TDS conditions in sewage delivered to the Riverside WWTP, the District may request that Riverside reevaluate and/or amend the Triggering TDS Concentrations, which may include discontinuing the purchase of water through the intertie. Any reevaluation and/or amendment of the Triggering TDS Concentrations requested by the District, including the discontinuation of water purchases, shall be at the sole discretion of Riverside.
 - f. If the District successfully implements groundwater treatment solutions, such as a Reverse Osmosis plant, that eliminates the need for imported water and enables independent compliance with the NPDES permit, it may discontinue purchasing water through the intertie.
6. Riverside shall:
- a. Notify LAFCO within thirty (30) calendar days of the date of the execution of this Agreement that Riverside has approved the District's TDS Management Plan and no longer objects to annexations of the new service areas currently proposed, including the Rio Vista Project, into the District for sewer service.
 - b. Provide the District with prompt written notice if and/or when the Riverside WWTP discharge reaches the Triggering TDS Concentration as set forth in Section 5c above.
7. Enforcement – If either Party substantially fails to perform or materially breaches the Agreement, the non-performing or breaching Party shall substantially perform and cure such breach within forty-five (45) days of written notice thereof. In the

event non-performance or breach continues thereafter, the Parties agree to meet within ten (10) days to resolve the issue. Should the issue not be resolved by meeting of the Parties an action may be brought. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach or any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

8. Integrated Agreement – In the event of any conflict, inconsistency, incongruity, or interpretational dispute between the terms of this Agreement and the provisions of any other agreement between the District and Riverside, the provisions of this Agreement shall govern and control regarding TDS Management in sewage delivered by the District to Riverside. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and there are no warranties, representations, or other agreements between the parties on the subjects herein contained except as expressly provided in this Agreement. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed by the party to be bound thereby.
9. Notices - Any notices to the Parties shall be delivered by US mail and email to the following:

Rubidoux Community Services District

Attn: Brian Laddusaw
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
bladdusaw@rcsd.com

City of Riverside

Attn: Edward Filadelfia
5950 Acorn Street
Riverside, CA 92504
efiladelfia@riversideca.gov

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date indicated below.

City of Riverside

Rubidoux Community Services District

Its: _____
Date: _____

its: _____
Date: _____

Attest:

City Clerk

Approved as to form:

Tarren A. Torres
Deputy City Attorney