

**ASSIGNMENT AND ASSUMPTION OF EIR OBLIGATIONS AND  
IMPLEMENTATION, MONITORING AND REPORTING RESPONSIBILITIES  
UNDER THE STERLING NATURAL RESOURCE CENTER MITIGATION  
MONITORING AND REPORTING PROGRAM**

This Assignment and Assumption of EIR Obligations and Implementation, Monitoring and Reporting Responsibilities under the Sterling Natural Resource Center Mitigation Monitoring and Reporting Program (“Assignment”) is entered into as of October \_\_, 2018 (“The Effective Date”), by and among EAST VALLEY WATER DISTRICT, a County Water District, organized and operating pursuant to California Water Code Section 30000 et seq. (“Assignee”) and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a Municipal Water District, organized and operating pursuant to California Water Code 71000 et seq. (Assignor),(Collectively “The Parties”).

**RECITALS**

**WHEREAS**, on or about October 23, 2015, the Parties entered into an agreement entitled Framework Agreement for the Construction and Operation of Groundwater Replenishment Facilities by and Between East Valley Water District and San Bernardino Valley Municipal Water District (“Framework Agreement”). The project contemplated by the Framework Agreement is known as the Sterling Natural Resource Center; and

**WHEREAS**, on or about March 15, 2016, Assignor as lead agency, adopted Resolutions Number 1038 and 1039 Certifying the Final Environmental Impact Report and adopting CEQA Findings, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Plan and approving the Sterling Natural Resource Center project; and

**WHEREAS**, on March 23, 2016 Assignee, as responsible agency, approved Resolution 2016.02 Adopting CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program for the Sterling Natural Resource Center Project and Approving the Sterling Natural Resource Center, and certified the Final Environmental Impact Report; and

**WHEREAS**, the Mitigation Monitoring and Reporting Program (MMRP) established certain monitoring and reporting obligations which were assumed by Assignor; and

**WHEREAS**, on or about March 6, 2018, the Parties entered into an agreement entitled First Amended Agreement for the Construction and Operation of Groundwater Replenishment Facilities by and between East Valley Water District and San Bernardino Valley Municipal Water District which amendment provided, in pertinent part, as follows:

///

“Notwithstanding the previous subparagraph, if the San Bernardino County Local Agency Formation Commission activates EVWD’s authority to provide wastewater treatment services to its rate payers (Activation), this Agreement shall be deemed terminated in its entirety, effective on the date of Activation and neither Party to this Agreement shall have any further obligation hereunder except for those obligations which have accrued as of the date of Activation.”; and

**WHEREAS**, on June 20, 2018, the San Bernardino County Local Agency Formation Commission approved the activation of EVWD’s latent wastewater treatment authority conditioned upon the following:

“Within 90 days of the effective date of the Reorganization, San Bernardino Valley Municipal Water District (hereafter Valley District) and the East Valley Water District (hereafter EVWD) shall take all actions necessary to transfer all obligations arising under the Sterling Natural Resource Center 2016 EIR and the Mitigation Monitoring and Reporting Program for that project to be assigned to EVWD. This condition complies with the March 2018 amendment to the “Framework Work Agreement” (sic), agreed to by Valley District and EVWD providing that the agreement will terminate upon LAFCO activation of EVWD’s latent wastewater treatment authorities.”; and

**WHEREAS**, the Parties wish to comply with the LAFCO condition of transfer of obligations arising under the Sterling Natural Resource Center 2016 EIR and the MMRP;

**NOW THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **AGREEMENT**

### **1. Assignment**

As of the Effective Date, Assignor hereby transfers, assigns and conveys all of its obligations, and responsibilities, express and implied, arising from and/or related to the Sterling Natural Resource Center Final Environmental Impact Report and associated MMRP, SCH #2015101058.

### **2. Assumption of Assignment**

As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all the obligations and responsibilities of Assignor, express and implied, arising from and/or related to the Sterling Natural Resource Center Final Environmental Impact Report and associated MMRP, SCH #2015101058.

### 3. References in MMRP.

The Parties hereby agree that all references in the MMRP to “Valley District” shall be deemed references to Assignee.

### 4. Indemnification

#### (a) Assignee Indemnity.

Assignee shall indemnify Assignor against and agrees to hold Assignor harmless of and from all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including, but not limited to, reasonable attorney’s fees (collectively, Claims and Costs), based upon or arising out of any negligent or intentional breach or failure of Assignee to observe or perform any obligation of Assignee as set forth in this Agreement.

#### (b) Assignor Indemnity.

Assignor shall indemnify Assignee against and agrees to hold Assignor harmless of and from all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including, but not limited to, reasonable attorney’s fees (collectively, Claims and Costs), based upon or arising out of any negligent or intentional breach or failure of Assignor to observe or perform any of the obligations of the Assignor as set forth in this Agreement.

### 5. Notices

All notices, requests, demands, or other communications required or permitted under this Assignment and Consent shall be in writing unless provided otherwise herein and shall be deemed to have been duly given and received if mailed to the parties to whom notices are to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

Notice to San Bernardino Valley Municipal Water District:

Douglas Headrick, General Manager  
San Bernardino Valley Municipal Water District  
380 East Vanderbilt Way  
San Bernardino, CA 92408

David R. E. Aladjem  
Downey Brand, LLP  
621 Capital Mall  
Sacramento, CA 95814

///  
///  
///

Notice to East Valley Water District:

John Mura, General Manager/CEO  
East Valley Water District  
31111 Greenspot Road  
Highland, CA 92346

Jean Cihigoyenetché  
JC Law Firm  
5871 Pine Avenue, Suite 200  
Chino Hills, CA 91709

6. Binding Effect

This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Entire Agreement

This Assignment and Consent shall constitute the entire Agreement between the parties hereto with respect to the subject matter of this Assignment and Consent and supersedes all prior Agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

8. Severability

If any provision of this Assignment and Consent is determined to be illegal and unenforceable, all other provisions shall nevertheless be effective.

9. Governing Law

This Assignment and Consent and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the state of California with venue in the Superior Court for the County of San Bernardino, California.

10. Counterparts

This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

[SEE NEXT PAGE FOR SIGNATURES]



IN WITNESS WHEREOF, the Assignor, Assignee, and Consultant have executed this Assignment and Consent as of the date first set forth above.

Assignor:

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT, A Municipal Water District

By: Douglas D. Headrick

Printed Name: Douglas D. Headrick

Its: General Manager

Assignee:

EAST VALLEY WATER DISTRICT,  
A County Water District

By: John Mura

Printed Name: John Mura

Its: General Manager/CEO