

SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

SPECIAL NOTICE REGARDING CORONAVIRUS DISEASE 2019 (COVID-19) AND PARTICIPATION IN PUBLIC MEETINGS

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. Governor Newsom issued Executive Order N-25-20 (3-12-20) and Executive Order N-29-20 (3-17-20) which temporarily suspend portions of the Brown Act relative to conducting of public meetings. Accordingly, it has been determined that all Board and Committee meetings of the Santa Ana Watershed Project Authority held pursuant to the Brown Act will be conducted virtually, including meetings of the:

- SAWPA Commission
- PA 22, PA 23, and PA 24 Committees
- OWOW Steering Committee

REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE TUESDAY, NOVEMBER 3, 2020 – 10:00 A.M.

(or immediately following the 9:30 a.m. SAWPA Commission meeting, whichever is earlier)

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the November 3, 2020 meeting of the SAWPA Project Agreement 24 Committee by telephone* and virtually through the Zoom app as follows:

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone*:
 https://sawpa.zoom.us/j/96294388997 	• 1 (669) 900-6833
Meeting ID: 962 9438 8997	Meeting ID: 962 9438 8997

If you are unable to participate by telephone* or virtually, you may also submit your comments and questions in writing for the Committee's consideration by sending them to publiccomment@sawpa.org with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, November 2, 2020. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

*IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly

encouraged. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants. Participation in the meeting via the Zoom app is strongly encouraged; there is no way to protect your privacy if you elect to call in to the meeting. The Zoom app is a free download.

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SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 19, 2020, THIS MEETING WILL BE CONDUCTED VIRTUALLY. ALL VOTES TAKEN DURING THIS VIRTUAL MEETING WILL BE CONDUCTED BY ORAL ROLL CALL.

This meeting will be accessible as follows:

Meeting Access Via Computer (Zoom)*:	Meeting Access Via Telephone*:	
 https://sawpa.zoom.us/j/96294388997 	• 1 (669) 900-6833	
Meeting ID: 962 9438 8997	Meeting ID: 962 9438 8997	
*Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting.		

AGENDA

TUESDAY, NOVEMBER 3, 2020 – 10:00 A.M.

(*or immediately following the 9:30 a.m. SAWPA Commission meeting, whichever is earlier)

REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE

Inland Empire Brine Line

Committee Members

Director Kati Parker
Director Michael Camacho (Alt)
Western Municipal Water District
Director Brenda Dennstedt, Vice Chair
Craig Miller, General Manager (Alt)

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (T. Milford Harrison, Chair)

2. PUBLIC COMMENTS

Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

3. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the Santa Ana Watershed Project Authority subsequent to the posting of the agenda.

Recommendation: Approve as posted.

5. COMMITTEE DISCUSSION/ACTION ITEMS

A. MUTUAL AID AGREEMENT | WESTERN MUNICIPAL WATER DISTRICT (WMWD) AND THE SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA) (PA24#2020.19) ... 13

Presenter: Carlos Quintero

Recommendation: Authorize the General Manager to execute the Mutual Aid Agreement between Western Municipal Water District (WMWD) and the Santa Ana Watershed Project Authority (SAWPA).

Presenter: Carlos Quintero

Recommendation: Receive and file.

6. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. BRINE LINE FINANCIAL REPORT JUNE 2020 39
 Presenter: Karen Williams

Presenter: Karen Williams

7. REQUEST FOR FUTURE AGENDA ITEMS

8. CLOSED SESSION

There were no Closed Session items anticipated at the time of the posting of this agenda.

9. ADJOURNMENT

PLEASE NOTE:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (951) 354-4220. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting.

Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on October 29, 2020, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at SAWPA's office, 11615 Sterling Avenue, Riverside, California.

/s/	
Kelly Berry, CMC	

2020 Project Agreement 24 Committee Regular Meetings

First Tuesday of Every Month

(Note: All meetings begin at 10:00 a.m., or immediately following the 9:30 a.m. SAWPA Commission meeting, whichever is earlier, unless otherwise noticed, and are held at SAWPA.)

January		February	
1/7/20	Regular Committee Meeting	2/4/20	Regular Committee Meeting [cancelled]
March		April	
3/3/20	Regular Committee Meeting	4/7/20	Regular Committee Meeting
May		June	
5/5/20	Regular Committee Meeting	6/2/20	Regular Committee Meeting*
July		August	
7/7/20	Regular Committee Meeting	8/4/20	Regular Committee Meeting
September	r	October	
9/1/20	Regular Committee Meeting [cancelled]	10/6/20	Regular Committee Meeting [cancelled]
November	·	December	
11/3/20	Regular Committee Meeting	12/1/20	Regular Committee Meeting

2021 Project Agreement 24 Committee Regular Meetings

Inland Empire Brine Line First Tuesday of Every Month

(Note: All meetings begin at 10:00 a.m., or immediately following the 9:30 a.m. SAWPA Commission meeting, whichever is earlier, unless otherwise noticed, and are held at SAWPA.)

January		February	
1/5/21	Regular Committee Meeting	2/2/21	Regular Committee Meeting
March		April	
3/2/21	Regular Committee Meeting	4/6/21	Regular Committee Meeting
May		June	
5/4/21	Regular Committee Meeting	6/1/21	Regular Committee Meeting
July		August	
7/6/21	Regular Committee Meeting	8/3/21	Regular Committee Meeting
Septembe	er	October	
9/7/21	Regular Committee Meeting	10/5/21	Regular Committee Meeting
Novembe	er	Decembe	er
11/2/21	Regular Committee Meeting	12/7/21	Regular Committee Meeting

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PROJECT AGREEMENT 24 COMMITTEE

Inland Empire Brine Line

REGULAR MEETING MINUTES August 4, 2020

COMMITTEE MEMBERS PRESENT

T. Milford Harrison, Chair, San Bernardino Valley Municipal Water District Governing Board Brenda Dennstedt, Vice Chair, Western Municipal Water District Governing Board Kati Parker, Inland Empire Utilities Agency Governing Board Paul D. Jones, Eastern Municipal Water District General Manager

ALTERNATE COMMITTEE MEMBERS PRESENT [Non-Voting]

David J. Slawson, Alternate, Eastern Municipal Water District Michael Camacho, Alternate, Inland Empire Utilities Agency Craig Miller, Alternate, Western Municipal Water District

COMMITTEE MEMBERS ABSENT

None

STAFF PRESENT

Rich Haller, Karen Williams, Carlos Quintero, David Ruhl, Jerry Oldenburg, Kelly Berry

OTHERS PRESENT

Andrew D. Turner, Lagerlof, LLP

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE

The regular meeting of the PA 24 Committee was called to order at 10:00 a.m. by Chair Harrison on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California. Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, this meeting was conducted virtually. Members of the public who were unable to participate by teleconference or virtually were invited to submit comments and questions in writing via email for the Committee's consideration. All votes taken during this meeting were conducted via oral roll call.

2. PUBLIC COMMENTS

There were no public comments; there were no public comments received via email.

3. ITEMS TO BE ADDED OR DELETED

There were no added or deleted items.

4. APPROVAL OF MEETING MINUTES: July 7, 2020

Chair Harrison called for a motion to approve the July 7, 2020 meeting minutes as posted.

MOVED, approve the July 7, 2020 meeting minutes.

Result: Adopted by Roll Call Vote (Unanimously)

Motion/Second: Parker/Jones

Ayes Dennstedt, Harrison, Jones, Parker

Nays: None Abstentions: None Absent: None

5. COMMITTEE DISCUSSION/ACTION ITEMS

A. INLAND EMPIRE BRINE LINE FY19-20 FLOW SUMMARY (PA24#2020.15)

Carlos Quintero provided a PowerPoint presentation, an updated version than that contained in the agenda packet on pages 16 – 28. There was no discussion.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 5.A.

B. MAINTENANCE ACCESS STRUCTURE PVC LINER REPAIRS

Carlos Quintero provided a PowerPoint presentation contained in the agenda packet on pages 31 – 41 outlining the repair work completed by Operations staff over the past fiscal year. The Inland Empire Brine Line system contains approximately 440 Maintenance Access Structures (MAS) which are annually inspected and repaired as needed. There was no discussion.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 5.B.

C. <u>EUCLID AVENUE (REACH IV-A AND IV-D) MAINTENANCE ACCESS STRUCTURE</u> REHABILITATION PROJECT (PA24#2020.16)

David Ruhl provided a PowerPoint presentation contained in the agenda packet on pages 45 – 51. Project bids were due July 22, 2020, with an engineer's estimate of \$510,000. Six bids were submitted ranging from \$481,000 to \$813,000; the low bidder was Abhe & Svoboda, Inc. SAWPA staff contacted Abhe & Svoboda references and overall received satisfactory remarks. Staff recommended awarding the contract to Abhe & Svoboda and waiving one minor irregularity (corporate seal not affixed to bid). Committee Member Jones asked if anything may have been missed in their bid given the multiple bids submitted that were over the engineer's estimate. Ruhl did address this concern with Abhe & Svoboda; they are confident their bid is complete and they will be able to complete the work as bid. No complaints or concerns regarding the bid irregularity were received. Legal Counsel Turner noted he is comfortable with waiving the irregularity. Committee Member Jones moved the item. Vice Chair Dennstedt voiced disappointment that a representative from Abhe & Svoboda was not in attendance to address any questions or concerns from the Committee; Chair Harrison concurred and directed staff to ensure company representatives attend meetings in the future when an award of contract is considered by the Committee.

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MOVED, authorize the General Manager to award a contract for public works construction to the lowest, responsive, responsible bidder, Abhe & Svoboda, Inc, for the Euclid Avenue (Reach IV-A and IV-D) Maintenance Access Structure Rehabilitation Project, in an amount not to exceed \$481,000, and waive the minor irregularity.

Result: Adopted by Roll Call Vote (Passed)

Motion/Second: Jones/Parker

Ayes Harrison, Jones, Parker

Nays: Dennstedt Abstentions: None Absent: None

D. <u>ALCOA DIKE – LOWER REACH IV-B AND CRC LATERAL UTILITY PROTECTION</u> PROJECT (PA24#2020.17)

David Ruhl provided a PowerPoint presentation contained in the agenda packet on pages 55 – 61. Project bids were due July 21, 2020, with an engineer's estimate of \$973,000. Three bids were submitted ranging from \$1,349,805 to \$1,706,178; the low bidder was Weka, Inc. Weka has performed several jobs for SAWPA, including the Reach V – Nichols Road Relocation Project which was completed below the contract price and ahead of schedule. SAWPA staff contacted Weka's other references and overall received satisfactory remarks. There were two minor bid irregularities. The first was failure to include the resume of the proposed project superintendent (which was subsequently provided). The second was Weka's insurance acknowledgement included a minor condition to their insurance; after review with legal counsel, it was determined that the condition can be waived without risk to SAWPA. Vice Chair Dennstedt asked legal counsel to verify the irregularities were not substantive. Legal Counsel Turner noted that waiving the two irregularities would not give Weka an unfair competitive advantage over the other bidders and concurred with staff's recommendation to waive the two irregularities.

A total of 14 contractors requested plans and specifications for the project with three submitting bids. In addressing the significant gap between the engineer's estimate and the lowest bid, Ruhl noted the range of bid amounts is most likely due to the complexity of the project and increased minimum qualifications. In terms of the engineer's estimate, there were four items Weka bid higher: (1) the temporary flow bypass; (2), dewatering; (3) removing and replacing 400' of 36" pipe; and, (4) the 60" maintenance access structure (MAS). Weka believes it will take two weeks longer than the engineer's estimate and a lower price per foot cost was used in the engineer's estimate. No protests or written concerns were received from the other bidders. Ruhl advised a representative from Weka was not present.

Committee Member Jones asked if all the bids were analyzed and found to have the same deviations from the engineer's estimate and whether or not staff reached out to the 11 contractors who ultimately did not submit a bid. Ruhl noted staff reached out to several contractors and determined many did not meet the qualifications. In terms of the deviations from the engineer's estimate, Weka had the highest amounts in those four items mentioned earlier. Committee Member Jones asked if time is of the essence in awarding this contract. Ruhl responded the work must be completed before January 2021 due to subsequent work in the area to be awarded by the U.S. Army Corps of Engineers. Committee Member Jones stated that he would vote in favor of the contract award due to the time constraints to

PA 24 Committee Regular Meeting Minutes August 4, 2020 Page 4

complete the work before January 2021; however, he voiced concern about the value SAWPA would receive in terms of the higher contract amount. Committee Member Jones requested the memorandum include the bid analysis process in the future, especially as it relates to any differences in the engineer's estimate which was the case in this bidding process. Chair Harrison and Vice Chair Dennstedt concurred.

MOVED, authorize the General Manager to award a contract for public works construction to the lowest, responsive, responsible bidder, Weka Inc., for the Lower Reach IV-B and CRC Lateral Utility Protection Project, in an amount not to exceed \$1,349,805, and waive the minor irregularities.

Result: Adopted by Roll Call Vote (Passed)

Motion/Second: Parker/Harrison

Ayes Harrison, Jones, Parker

Nays: Dennstedt Abstentions: None Absent: None

E. <u>INLAND EMPIRE BRINE LINE REHABILITATION/PROTECTION PROJECTS</u> CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (PA24#2020.18)

A revised memorandum was provided to the Committee and posted to the website prior to the meeting. David Ruhl provided a PowerPoint presentation contained in the agenda packet on pages 65 – 69. TRC (formerly Vali Cooper and Associates) has provided construction management and inspection services for SAWPA on two previous construction projects and has extensive knowledge of the Brine Line and content of the specifications. Due to this previous work, SAWPA staff requested TRC prepare a scope of work and budget to provide construction management and inspection services. TRC will utilize staff from previous projects thus providing SAWPA with the most efficient and knowledgeable staff. Ruhl noted a TRC representative was not present, but could respond to any questions or concerns.

Committee Member Jones asked if pricing was obtained from other firms; Ruhl noted pricing was obtained from one other firm which was comparable with TRC.

MOVED, authorize the General Manager to execute a General Services Agreement and Task Order No. TRC320-01 in an amount not-to-exceed \$162,118 with TRC, to provide Construction Management and Inspection Services for the Inland Empire Brine Line Rehabilitation/Protection Projects.

Result: Adopted by Roll Call Vote (Passed)

Motion/Second: Parker/Harrison

Ayes Harrison, Jones, Parker

Nays: Dennstedt Abstentions: None Absent: None

6. INFORMATIONAL REPORTS

Recommendation: Receive and file the following oral/written reports/updates.

A. BRINE LINE FINANCIAL REPORT - MAY 2020

PA 24 Committee Regular Meeting Minutes August 4, 2020 Page 5

7. REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

8. CLOSED SESSION

There was no closed session.

9. ADJOURNMENT

There being no further business for review, Chair Harrison adjourned the meeting at 10:53 a.m.

Approved at a Regular Meeting of the Project Agreement 24 Committee on November 3, 2020.

T. Milford Harrison, Chair	
Attest:	
Kelly Berry, CMC Clerk of the Board	

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PA 24 COMMITTEE MEMORANDUM NO. 2020.19

DATE: November 3, 2020

TO: Project Agreement 24 Committee

(Inland Empire Brine Line)

SUBJECT: Mutual Aid Agreement | Western Municipal Water District (WMWD) and

the Santa Ana Watershed Project Authority (SAWPA)

PREPARED BY: Carlos Quintero, Operations Manager

RECOMMENDATION

Authorize the General Manager to execute the Mutual Aid Agreement between Western Municipal Water District (WMWD) and the Santa Ana Watershed Project Authority (SAWPA).

DISCUSSION

WMWD notified SAWPA on June 8, 2020 that it would not renew the 2013 Operations and Maintenance (O&M) Agreement and WMWD would not continue support of routine O&M activities on the Brine Line.

WMWD and SAWPA agreed to replace the O&M Agreement with a Mutual Aid Agreement. The Agreement (Attachment 3) outlines the requirements and reimbursement mechanisms for any assistance during Brine Line or WMWD emergencies.

Historically, SAWPA issued an annual Work Order to WMWD describing the proposed O&M activities on the Brine Line. Moving forward, SAWPA will issue a Work Order to WMWD only if support is provided during Brine Line emergencies.

The scope of the Brine Line emergencies is limited to support during Sewer System Overflows (SSOs) or any other type of catastrophic failure of the Brine Line. WMWD, contingent on available resources, reserves the right to provide support to SAWPA.

The Mutual Aid Agreement has been reviewed by Legal Counsel for SAWPA and WMWD.

CRITICAL SUCCESS FACTORS

5. Protect and preserve the useful life of Brine Line assets through strategic maintenance, repair, and capital improvements.

RESOURCE IMPACTS

Funds required to reimburse WMWD for Brine Line emergencies are included in Fund 240 (Brine Line Enterprise)

Attachments:

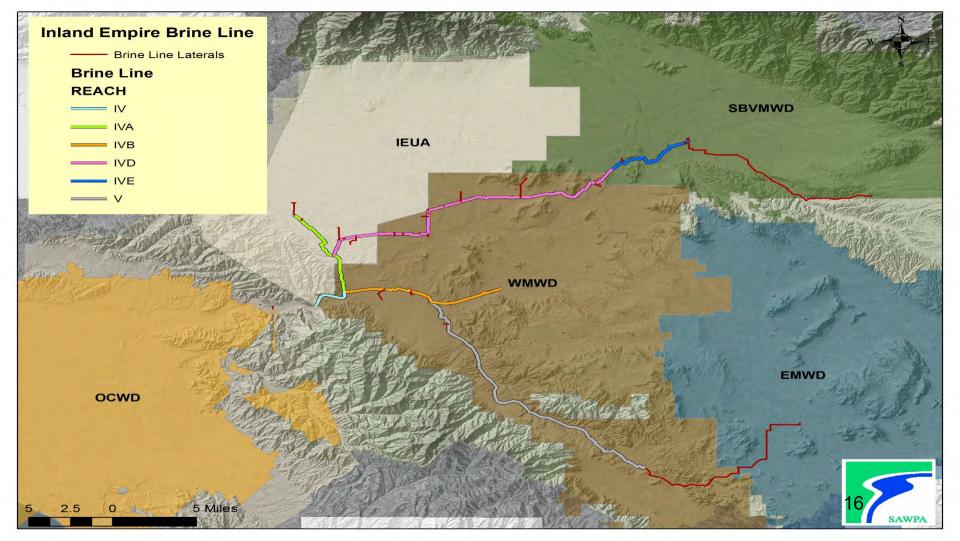
- 1. PowerPoint Presentation
- 2. WMWD-SAWPA Mutual Aid Agreement

SAWPA-WMWD Mutual Aid Agreement

Carlos Quintero, Operations Manager PA24 Committee | November 3, 2020 Item No. 5.A.

Recommendation

 Authorize the General Manager to execute the Mutual Aid Agreement between Western Municipal Water District (WMWD) and the Santa Ana Watershed Project Authority (SAWPA).



SAWPA-WMWD Mutual Aid Agreement

- WMWD has historically supported Brine Line Operations under previous O&M agreement
- SAWPA has been hiring operations staff and is selfperforming most day-to-day activities
- The existing O&M agreement is no longer needed

SAWPA-WMWD Mutual Aid Agreement

- Agreement allows WMWD or SAWPA to provide assistance to each other during emergencies.
- Actual costs to be paid by the Agency receiving mutual aid.

Recommendation

 Authorize the General Manager to execute the Mutual Aid Agreement between Western Municipal Water District (WMWD) and the Santa Ana Watershed Project Authority (SAWPA). Questions??

MUTUAL AID AGREEMENT

FOR

INLAND EMPIRE BRINE LINE REACHES IV, IV-A, IV-B, IV-D, IV-E AND V OPERATED BY THE SANTA ANA WATERSHED PROJECT AUTHORITY AND WASTEWATER COLLECTION AND TREATMENT FACILITIES OPERATED BY WESTERN MUNICIPAL WATER DISTRICT

THIS AGREEMENT is made this 1st day of September 2020 by and between the SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA") AND THE WESTERN MINICIPAL WATER DISTRICT OF RIVERSIDE COUNTY ("WMWD")

RECITALS

- A. SAWPA is responsible for the operation, maintenance, repair and replacement of Reaches IV, IV-A, IV-B, IV-D, IV-E and V of the Inland Empire Brine Line, including laterals up to the flow meter, connection facilities and meters (hereinafter "Brine Line"); and
- B. The Brine Line transports highly saline wastewater from the watershed to the Orange County Sanitation District for treatment and disposal to the Pacific Ocean. WMWD is one of the member agencies of SAWPA and has discharge rights in the Brine Line; and
- C. WMWD operates and maintains a wastewater collection system on behalf of the Western Riverside County Regional Wastewater Authority; a portion of which is located adjacent to the Inland Empire Brine Line;
- D. WMWD operates and maintains a wastewater treatment plant on behalf of the Western Riverside County Regional Wastewater Authority; a portion of which is located adjacent to the Inland Empire Brine Line;
- E. WMWD operates and maintains the Western Water Recycling Facility wastewater treatment plant;
- F. SAWPA is authorized to delegate the aforementioned responsibilities by Agreement with third parties, including Member Agencies, and on August 6th, 2013 SAWPA and WMWD entered into an agreement for the maintenance of Reaches IV, IV-A, IV-B, IV-D, IV-E and V of the Brine Line;
- G. SAWPA and WMWD desire to replace the 2013 Agreement between SAWPA and WMWD to perform certain activities associated with the monitoring, operation and maintenance of Reaches IV, IV-A, IV-B, IV-D, IV-E and V of the Brine Line and to formalize a new agreement for the purposes of coordinating an emergency response in the event of an emergency situation impacting either party's system, facilities, equipment or other resources. Such a response may include, but is not limited to, providing and sharing available equipment, personnel and other services upon request of the other party.
- H. For purposes of this agreement, the agency that suffers the emergency and requires assistance is defined as the "Requesting Party"; the agency that provides emergency assistance is defined as the "Responding Party".

AGREEMENT

NOW THEREFORE, based upon the foregoing and in consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. Mutual Aid

- a) In the event of a service disruption and emergency condition that impacts the ability of either WMWD or SAWPA to continue to provide any of the services it provides, the other party will cooperate to a maximum extent possible, as determined in its discretion, to provide aid and assistance as requested.
- b) A service disruption and emergency condition is defined as any condition where there is a loss of service to a party's customers or its member agencies caused by an unforeseen natural or man-made disaster or other similar event. Disaster examples include, but are not limited to, earthquake, flood, fire, infrastructure failures, Sewer System Overflow ("SSO"), terrorism, criminal activity, or other regional disaster.
- c) Each party's obligations under this Agreement shall be expressly contingent upon its equipment, personnel, and resource availability, as determined by the responding party in its sole and absolute discretion.
- d) Each party's response within the jurisdictional limits of the requesting party shall not interfere with the responding party's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area.
- e) Each party shall endeavor to notify the requesting party in advance when it believes that its equipment, personnel, or resources will not be available to respond with the jurisdictional limits of the requesting party.
- 2. <u>Brine Line Activities to be performed by WMWD:</u> WMWD shall provide all tools, equipment, materials and personnel necessary to perform the activities related to emergency response.
- 3. <u>Activities to be performed by SAWPA:</u> SAWPA shall provide all tools, equipment, materials and personnel available to perform activities related to emergency response in the system operated and maintained by WMWD.
- 4. Compensation, Contact Information, Service Request Protocols.
 - a) Each party shall provide the name(s), address(es), telephone number(s), and title(s) of the responsible employee(s) authorized to request or respond to requests for mutual aid assistance on or before thirty (30) days have elapsed from the date of full execution of this Agreement.
 - b) In the event of a service disruption and emergency condition, the party requesting mutual aid assistance ("Requesting Party") shall specify the type and duration of assistance required

from the responding party ("Responding Party"). The original request may be made by telephone but must be followed up in writing. The written request may be delivered by Requesting Party to Responding Party via email, fax or letter. Text messages from mobile devices do not satisfy this writing requirement. The purpose of this provision is to document mutual aid requests and responses to address cost allocations that arise in performance of this Agreement.

- c) If Requesting Party notifies Responding Party of the existence of an emergency response situation, Responding Party may proceed based upon informal direction from the reciprocal staff member and Responding Party shall be compensated on a time and materials basis as set forth herein. Following the first 48 hours of an emergency, Requesting Party shall provide a specific written work request, budget and information as to the point person, all as required herein.
- d) Upon receiving the mutual aid request, Responding Party shall designate a single point person who is responsible for managing the mutual aid request of Requesting Party. Responding Party's point person shall direct the disposition and utilization of Responding Party's personnel, equipment, materials and other resources furnished in response to the mutual aid request.
- e) Requesting Party shall manage all aspects of the disruptive or emergency situation. Requesting Party shall manage Responding Party's personnel, equipment, materials and resources to address the disruptive or emergency situation upon mutual concurrence of both parties.
- f) The personnel, equipment, materials and resources furnished in response to the request for mutual aid shall be released by Requesting Party when no longer needed or when Responding Party requires return or as required by law.
- g) Requesting Party agrees to pay, as allowed by applicable law, on a time and materials basis which shall be calculated based on all direct, indirect, administrative and contracted costs incurred by Responding Party as a result of providing assistance pursuant to this Agreement. Said calculation shall be based upon Responding Party's cost of service or charges for personnel, equipment, materials and other resources. The parties will only request reimbursement for costs incurred and not additional fees, charges, or mark-up costs.
- h) Except as otherwise specifically set forth in this Agreement, Requesting Party will pay for any damage to the equipment and material provided by the Responding Party that occurs during the requested assistance period.
- 5. <u>Invoicing.</u> Responding Party shall provide Requesting Party a detailed invoice for the cost of the mutual aid services. The detailed invoice shall include personnel assigned classification, dates and hours worked, hourly billing rate, equipment used, materials provided and a summation of total costs incurred. Requesting Party shall immediately notify Responding Party of any dispute with the information in the detailed invoice. The parties shall engage in good faith efforts to resolve any such dispute. Payment shall be made to Responding Party by Requesting Party within thirty (30) days after receipt of a detailed invoice.

- 6. <u>Term of Agreement.</u> The term of this Agreement shall be for five (5) years; provided, however, that either party may terminate the Agreement upon 60 days prior written notice. If after the initial five (5) year period, no new Agreement is in place, this Agreement shall be automatically extended for five (5) years, unless either party may terminate the Agreement upon 60 days prior written notice.
- 7. <u>Mutual Aid Caveat.</u> It is agreed by the parties that protection, maintenance, and repair of each party's own systems and facilities will receive priority in responding to any request for mutual aid assistance from Requesting Party. However, upon receiving a request for mutual aid, Responding Party shall not unreasonably decline mutual aid to Requesting Party.
- 8. <u>Compliance with Law.</u> In performing the services required hereunder, both SAWPA and WMWD shall comply with all applicable Federal, State, County and City statutes, ordinances, rules and regulations. If such compliance is impossible for reasons beyond its control, WMWD and or SAWPA shall immediately notify each other of the fact and reasons therefor.

9. Insurance and Indemnification.

- a) WMWD shall be solely responsible for the health and safety of its employees and agents performing the services required by this Agreement. In that connection, WMWD agrees to maintain Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit; additionally WMWD agrees to maintain Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if WMWD has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident; finally, and WMWD agrees to maintain Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- b) SAWPA shall be solely responsible for the health and safety of its employees and agents performing the services required by this Agreement. In that connection, SAWPA agrees to maintain Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to WMWD) or the general aggregate limit shall be twice the required occurrence limit; additionally SAWPA agrees to maintain Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if SAWPA has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident; finally, and SAWPA agrees to maintain Worker's

Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- c) WMWD hereby covenants and agrees that SAWPA, its officers, employees and agents shall not be liable for any claims, liabilities, penalties, fines, personal injuries, or property damages, resulting from, or claimed to have been caused by or resulting from, any act or omission arising out of, pertaining to, or relating to WMWD's performance of the duties required by this agreement. WMWD hereby covenants and agrees to fully indemnify and hold SAWPA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities and shall reimburse SAWPA for all costs or expenses that SAWPA incurs (including attorney's fees and litigation expenses) on account of any of the foregoing liabilities, unless the liability or claim is proximately caused by SAWPA's negligent act or omission.
- d) SAWPA herby covenants and agrees that WMWD, its officers, employees and agents shall not be liable for any claims, liabilities, penalties, fines, personal injuries, or property damages, resulting from, or claimed to have been caused by or resulting from, any act or omission arising out of, pertaining to, or relating to SAWPA's performance of the duties required by this agreement. SAWPA hereby covenants and agrees to fully indemnify and hold WMWD, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities and shall reimburse WMWD for all costs of expenses that WMWD incurs (including attorney's fees and litigation expenses) on account of any of the foregoing liabilities unless the liability or claim is proximately caused by WMWD's negligent act or omission.
- 10. <u>Assignment.</u> Neither this Agreement nor any duties or obligations hereunder shall be assigned by WMWD without the prior written consent of SAWPA.
- 11. <u>Independent Contractor.</u> WMWD, in performance of the services hereunder, is an independent contractor and all employees of WMWD are solely employees of WMWD and not the agents or employees of SAWPA. SAWPA, in performance of the services hereunder, is an independent contractor and all employees of SAWPA are solely employees of SAWPA and not the agents or employees of WMWD.
- 12. <u>No Third Party Rights.</u> The provisions of this Agreement are not intended to create or clarify any rights in third parties that are not an express party to this Agreement. In addition, no third party shall have the right of action hereunder. This Agreement shall not be enforceable by any parties other than WMWD and SAWPA.
- 13. <u>Further acts.</u> The parties agree to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.
- 14. <u>Complete Agreement</u>. This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for SAWPA and contains all the covenants and agreements between the parties with respect to

the rendering of such services in any manner whatsoever. Any modification to this Agreement will be effective only if it is in writing signed by both parties.

15. Attorney's Fees and Costs. If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year first written above.

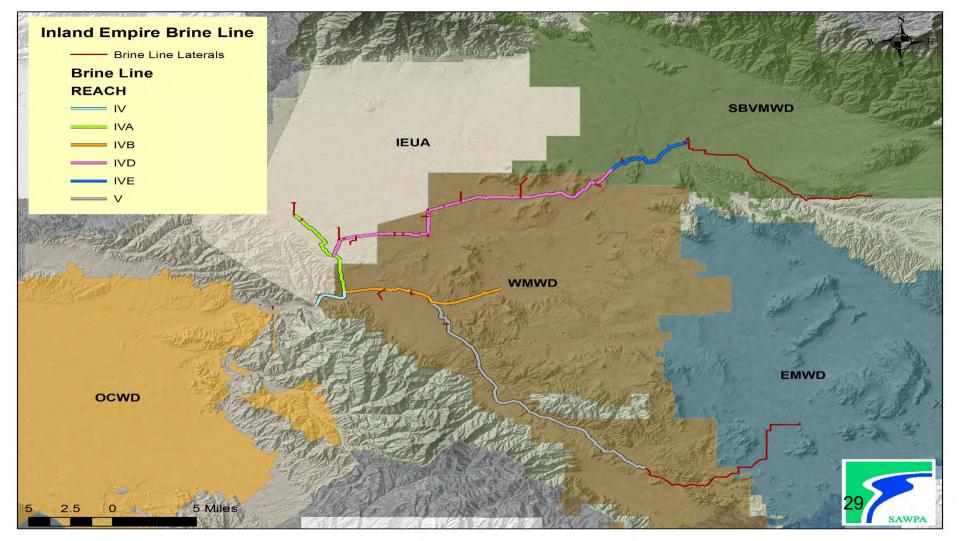
SAN	TA ANA WATERSHED PROJECT AUTHORITY
Ву:	Richard Haller, General Manager
	WESTERN MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
Ву:	Craig Miller, General Manager

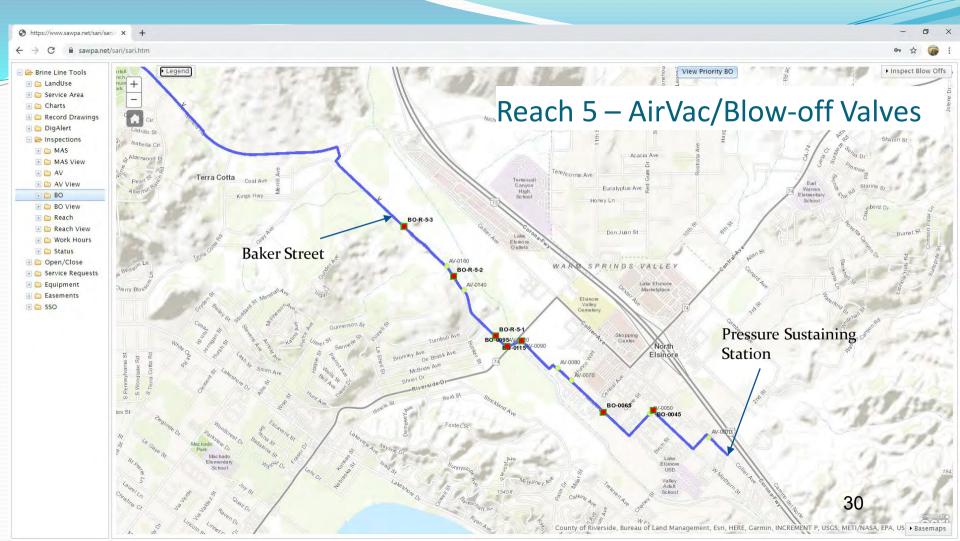
Inland Empire Brine Line Reach 5 Valve Replacement

Carlos Quintero, Operations Manager PA24 Committee | November 3, 2020 Item No. 5.B.

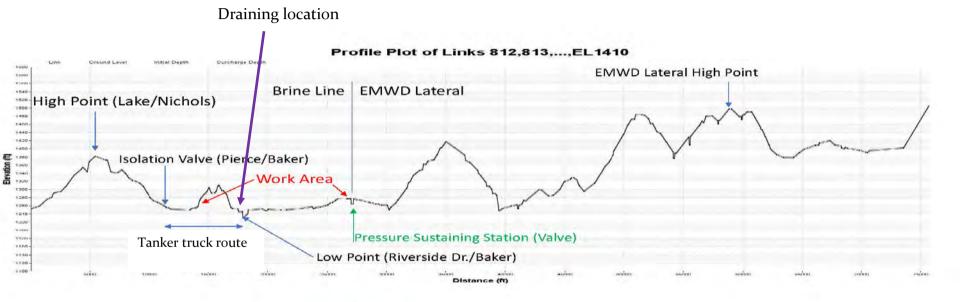
Recommendation

• Receive and file





Reach 5 – Hydraulic Profile



Flow Direction
Section requiring draining (~400,000 gallons)

Shutting off valves isolates this area







Pasadena Street



Line Draining



- Use of 5,000 gallon tanker trucks to drain between 250,000 to 400,000 gallons.
- Cost about 1/3 (\$25,000) of installing a 6,400 ft flow bypass pipe/pump system 36

Recommendation

• Receive and file.

Questions??

Santa Ana Watershed Project Authority PA24 - Brine Line - Financial Report June 2020

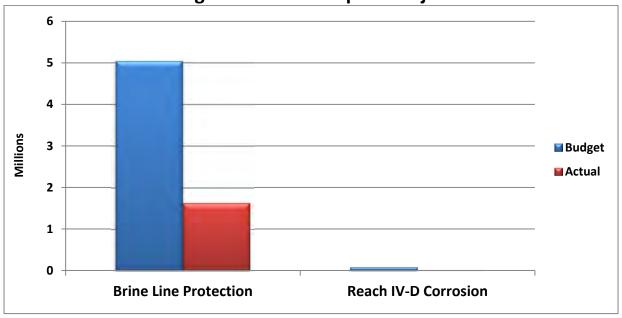
Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the Brine Line's key financial indicators for the Fiscal Year-to-Date
	(FYTD) through June 2020 unless otherwise noted.

Brine Line - Capital Projects

Budget to Actual – C	⊘ ,	Favorable		
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Brine Line Protection	\$5,041,923	\$5,041,923	\$1,632,077	\$3,409,846
Reach IV-D Corrosion	76,211	76,211	10,304	65,907
Total Capital Costs	\$5,118,134	\$5,118,134	\$1,642,381	\$3,475,753

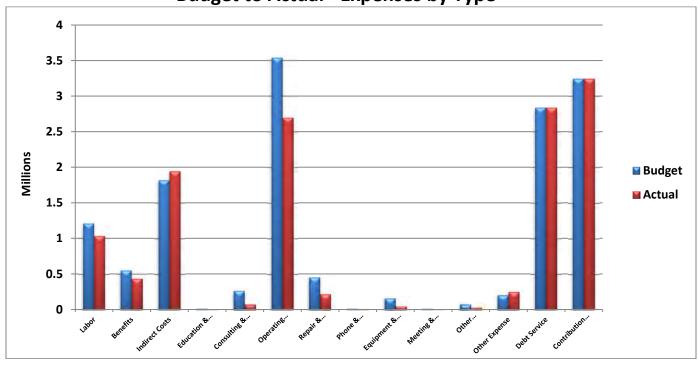
Budget to Actual - Capital Projects



Brine Line – Operating

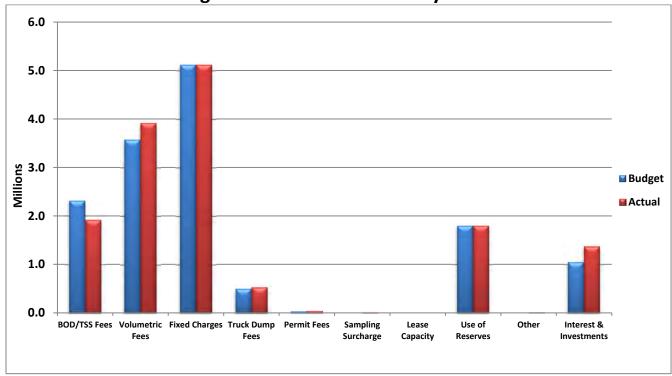
Budget to Actual - Ex	Budget to Actual - Expenses by Type							
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance				
Labor	\$1,206,933	\$1,206,933	\$1,030,734	\$176,199				
Benefits	550,510	550,510	436,000	114,510				
Indirect Costs	1,816,182	1,816,182	1,943,964	(127,782)				
Education & Training	12,000	12,000	2,925	9,075				
Consulting & Prof Svcs	265,000	265,000	77,788	187,212				
Operating Costs	3,537,600	3,537,600	2,697,244	840,356				
Repair & Maintenance	450,000	450,000	220,341	229,659				
Phone & Utilities	11,000	11,000	7,697	3,303				
Equip & Computers	156,500	156,500	48,608	107,892				
Meeting & Travel	10,000	10,000	1,962	8,038				
Other Admin Costs	72,900	72,900	34,630	38,270				
Other Expense	199,250	199,250	245,406	(46,156)				
Debt Service	2,835,027	2,835,027	2,835,753	(726)				
Contribution to Reserves	3,244,227	3,244,227	3,244,228	-				
Total	\$14,367,130	\$14,367,130	\$12,827,280	\$1,539,850				

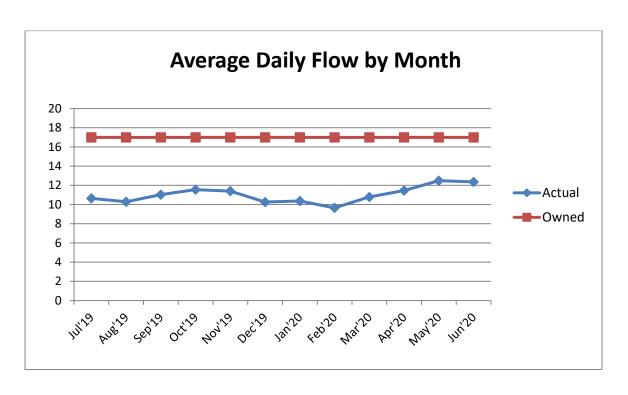
Budget to Actual - Expenses by Type



Budget to Actual - Re	On Track			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$2,308,200	\$2,308,200	\$1,916,463	(\$391,737)
Volumetric Fees	3,573,350	3,573,350	3,920,809	347,459
Fixed Charges	5,118,528	5,118,528	5,118,528	-
Truck Dump Fees	496,000	496,000	529,455	33,455
Permit Fees	36,025	36,025	41,150	5,125
Sampling Surcharge	-	-	13,112	13,112
Lease Capacity Revenue	-	-	-	-
Use of Reserves	1,790,027	1,790,027	1,790,027	-
Other Revenue	-	-	10,334	10,334
Interest & Investments	1,045,000	1,045,000	1,368,068	323,068
Total	\$14,367,130	\$14,367,130	\$14,707,946	\$340,816

Budget to Actual - Revenues by Source



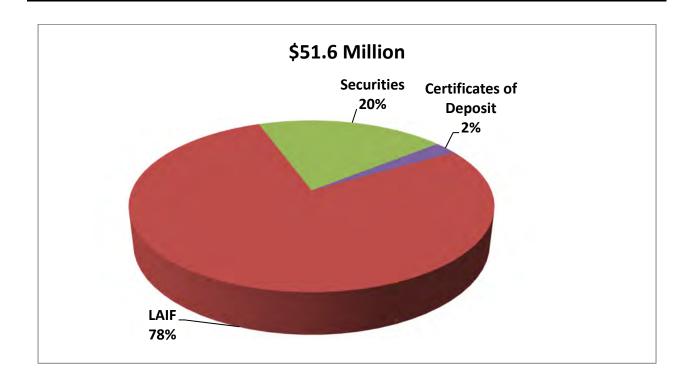


Total Discharge by Agency (in million gallons)

Discharger	Jul '19	Aug'19	Sep'19	Oct'19	Nov'19	Dec'19	6 Month Total
Chino Desalter Authority	76.3642	81.0245	108.2049	125.7369	130.5940	123.9218	645.8463
Eastern Municipal Water District	70.8916	70.0966	71.9713	76.8378	73.3792	56.0144	419.1909
Inland Empire Utilities Agency	17.6180	17.8426	16.2993	18.5452	20.3483	18.4636	109.1170
San Bernardino Valley MWD	26.1114	25.6140	24.3135	25.5259	25.5015	26.0097	153.0760
Western Municipal Water District	125.6778	111.3223	118.5591	108.7548	112.5143	91.3404	668.1687
Truck Discharge	2.7080	2.6838	2.6175	2.7303	2.2921	2.2833	15.3150
Total	319.3710	308.5838	341.9656	358.1309	364.6294	318.0332	2,010.7139

Discharger	Jan'20	Feb'20	Mar'20	Apr'20	May'20	Jun'20	Year Total
Chino Desalter Authority	116.1585	100.4608	111.0748	127.8082	146.3070	123.7563	1,371.4120
Eastern Municipal Water District	46.6572	47.2998	63.6969	71.1265	80.4498	71.1924	799.6034
Inland Empire Utilities Agency	17.4426	16.6445	14.3043	12.8851	12.9725	14.4219	197.7879
San Bernardino Valley MWD	21.5742	20.8120	24.5125	26.0766	27.7502	26.1218	299.9233
Western Municipal Water District	96.4909	111.7791	96.6214	102.8433	124.8832	119.6264	1,320.4130
Truck Discharge	2.2697	2.2414	2.7467	2.9489	3.0681	3.2587	31.8485
Total	300.5931	299.2377	312.9465	343.6886	395.4308	358.3775	4,020.9881

Total Cash & Investments - June



Reserve Fund Balance – June	
	Amount
Self Insurance	\$4,355,708
Debt Retirement	3,765,194
Pipeline Replacement	21,146,193
OCSD Rehabilitation	3,706,357
Capacity Management	11,869,104
Future Capacity	1,817,199
Rate Stabilization	1,018,308
Flow Imbalance	83,913
Brine Line Operating	3,856,386
Total Reserves	\$51,618,362

Legend

Compared to Budget

Ahead or Favorable

Above +5% Favorable Revenue or Expense

Variance

On Track

+5% to -2% Variance

1

Behind -3% to -5% Variance

3

Concern Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.

Capital Projects are 68% below budget. While the OCSD Rock Removal Project is complete, we have not received all the invoices from OCSD. The project also came in below budget.

Santa Ana Watershed Project Authority PA24 - Brine Line - Financial Report July 2020

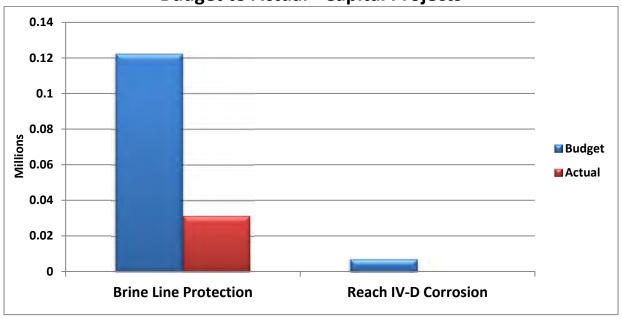
Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the Brine Line's key financial indicators for the Fiscal Year-to-Date
Overview	(FYTD) through July 2020 unless otherwise noted.

Brine Line - Capital Projects

Budget to Actual – C	Favorable			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Brine Line Protection	\$1,466,878	\$122,240	31,445	\$90,795
Reach IV-D Corrosion	82,151	6,846	-	6,846
Total Capital Costs	\$1,549,029	\$129,086	\$31,445	\$97,641

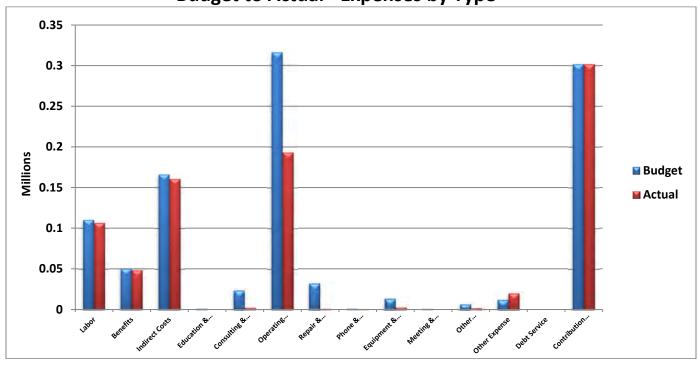
Budget to Actual - Capital Projects



Brine Line – Operating

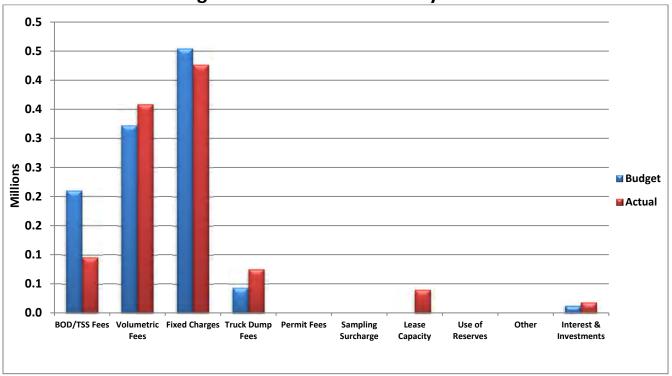
Budget to Actual - Ex	Budget to Actual - Expenses by Type						
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance			
Labor	\$1,320,100	\$110,008	\$106,364	\$3,644			
Benefits	597,981	49,832	48,183	1,649			
Indirect Costs	1,990,646	165,887	160,397	5,490			
Education & Training	12,500	1,042	-	1,042			
Consulting & Prof Svcs	280,000	23,333	2,394	20,939			
Operating Costs	3,792,500	316,042	193,041	123,001			
Repair & Maintenance	385,000	32,083	1,497	30,586			
Phone & Utilities	11,700	975	474	501			
Equip & Computers	161,500	13,458	3,113	10,345			
Meeting & Travel	10,000	833	-	833			
Other Admin Costs	77,900	6,492	2,106	4,386			
Other Expense	142,350	11,863	19,997	(8,134)			
Debt Service	2,835,027	-	-	-			
Contribution to Reserves	3,619,241	301,603	301,603	-			
Total	\$15,236,445	\$1,033,451	\$839,169	\$194,282			

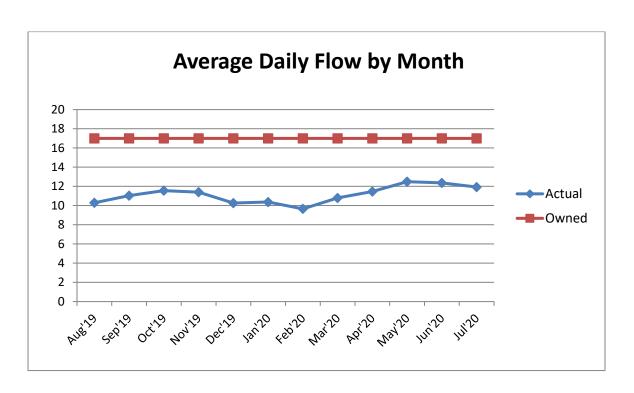
Budget to Actual - Expenses by Type



Budget to Actual - Re	O	On Track		
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$2,520,700	\$210,058	\$95,860	(\$114,198)
Volumetric Fees	3,868,400	322,367	358,448	36,081
Fixed Charges	5,453,233	454,436	426,544	(27,892)
Truck Dump Fees	521,000	43,417	74,989	31,572
Permit Fees	38,085	-	-	-
Sampling Surcharge	-	-	-	-
Lease Capacity Revenue	-	-	39,679	39,679
Use of Reserves	2,160,027	-	-	-
Other Revenue	-	-	67	67
Interest & Investments	675,000	12,500	18,267	5,767
Total	\$15,236,445	\$1,042,778	\$1,013,854	\$28,924

Budget to Actual - Revenues by Source

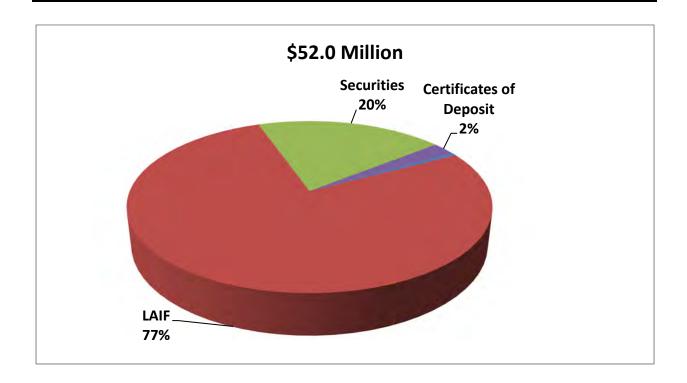




Total Discharge by Agency (in million gallons)

Discharger	Jul '20
Chino Desalter Authority	116.5012
Eastern Municipal Water District	73.2679
Inland Empire Utilities Agency	17.3110
San Bernardino Valley MWD	27.9092
Western Municipal Water District	129.9649
Truck Discharge	3.7416
Total	368.6958

Total Cash & Investments - July



Reserve Fund Balance – July				
		Amount		
Self Insurance		\$4,379,069		
Debt Retirement		3,919,195		
Pipeline Replacement		21,324,850		
OCSD Rehabilitation		3,719,181		
Capacity Management		11,910,170		
Future Capacity		1,823,486		
Rate Stabilization		1,021,832		
Flow Imbalance		84,213		
Brine Line Operating		3,843,401		
To	otal Reserves	\$52,025,397		

Legend

Compared to Budget

Ahead or Favorable

Above +5% Favorable Revenue or Expense

Variance

0

On Track +5% to -2% Variance

1

Behind -3% to -5% Variance

2

Concern Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.

Capital Projects are 76% below budget. It is expected that the projects will be on budget by the end of the year.

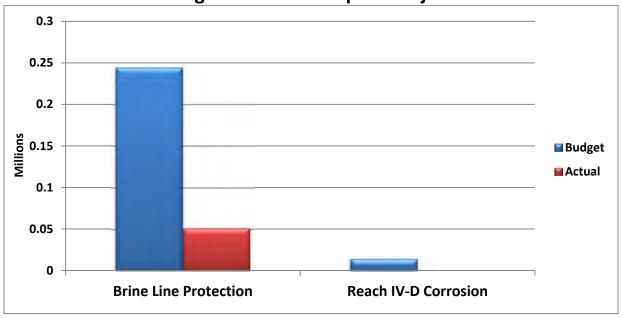
Santa Ana Watershed Project Authority PA24 - Brine Line - Financial Report August 2020

Staff comments provided on the last page are an integral part of this report.

Brine Line - Capital Projects

Budget to Actual – C	Capital Projects		Ø	Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Brine Line Protection	\$1,466,878	\$244,480	\$51,367	\$193,113
Reach IV-D Corrosion	82,151	13,692	-	13,692
Total Capital Costs	\$1,549,029	\$258,172	\$51,367	\$206,805

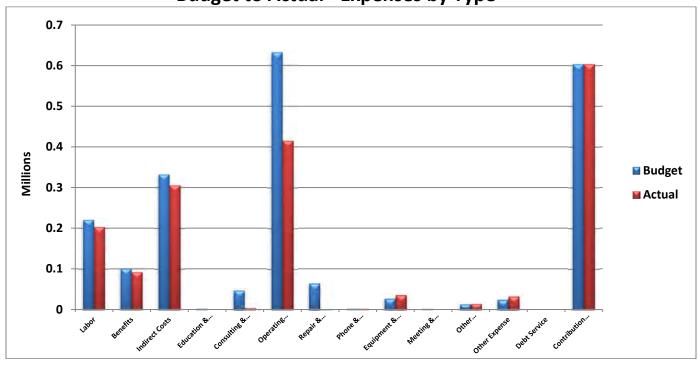
Budget to Actual - Capital Projects



Brine Line – Operating

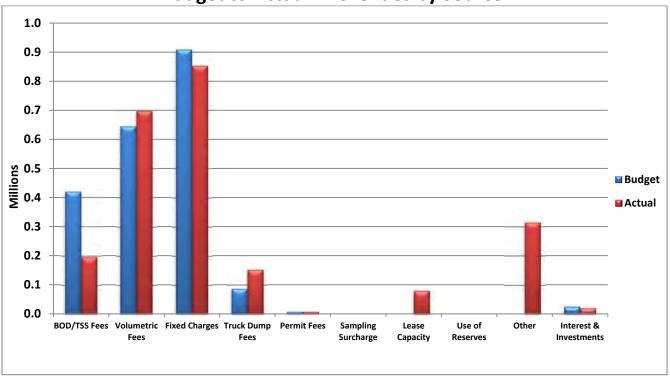
Budget to Actual - Ex	penses by Typ	e	Ø	Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,320,100	\$220,017	\$202,251	\$17,766
Benefits	597,981	99,664	91,620	8,044
Indirect Costs	1,990,646	331,774	304,995	26,780
Education & Training	12,500	2,083	-	2,083
Consulting & Prof Svcs	280,000	46,667	4,479	42,187
Operating Costs	3,792,500	632,083	414,771	217,312
Repair & Maintenance	385,000	64,167	1,497	62,670
Phone & Utilities	11,700	1,950	1,718	232
Equip & Computers	161,500	26,917	35,573	(8,656)
Meeting & Travel	10,000	1,667	-	1,667
Other Admin Costs	77,900	12,983	13,933	(950)
Other Expense	142,350	23,725	31,831	(8,106)
Debt Service	2,835,027	-	-	-
Contribution to Reserves	3,619,241	603,207	603,207	-
Total	\$15,236,445	\$2,066,904	\$1,705,875	\$361,028

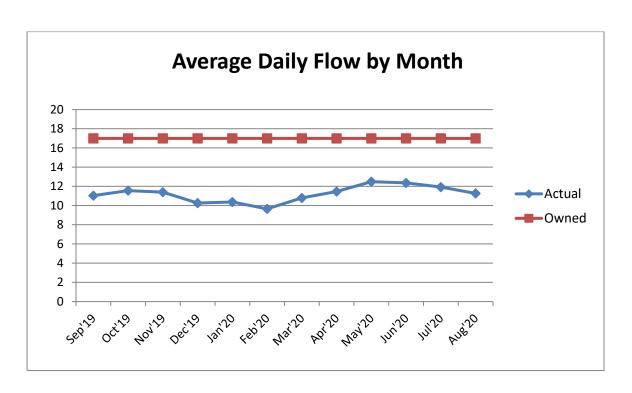
Budget to Actual - Expenses by Type



Budget to Actual - Revenues by Source			Ø	On Track
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$2,520,700	\$420,117	\$196,170	(\$223,947)
Volumetric Fees	3,868,400	644,733	697,757	53,024
Fixed Charges	5,453,233	908,872	853,088	(55,784)
Truck Dump Fees	521,000	86,833	151,109	64,276
Permit Fees	38,085	8,000	8,000	-
Sampling Surcharge	-	-	-	-
Lease Capacity Revenue	-	-	79,357	79,357
Use of Reserves	2,160,027	-	-	-
Other Revenue	-	-	314,593	314,593
Interest & Investments	675,000	25,000	20,259	(4,741)
Total	\$15,236,445	\$2,093,555	\$2,320,333	\$226,778

Budget to Actual - Revenues by Source

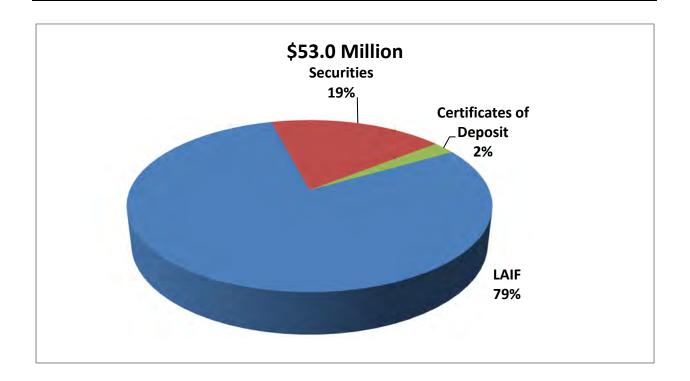




Total Discharge by Agency (in million gallons)

Discharger	Jul '20	Aug'20	Total
Chino Desalter Authority	116.5012	112.1985	228.6997
Eastern Municipal Water District	73.2679	76.5411	149.8090
Inland Empire Utilities Agency	17.3110	15.2022	32.5132
San Bernardino Valley MWD	27.9092	28.2059	56.1151
Western Municipal Water District	129.9649	113.2654	243.2303
Truck Discharge	3.7416	3.7402	7.4818
Total	368.6958	349.1533	717.8491

Total Cash & Investments - August



Reserve Fund Balance – August				
	Amount			
Self Insurance	\$4,387,402			
Debt Retirement	4,061,591			
Pipeline Replacement	21,429,829			
OCSD Rehabilitation	3,719,181			
Capacity Management	11,910,170			
Future Capacity	1,823,486			
Rate Stabilization	1,021,832			
Flow Imbalance	83,234			
Brine Line Operating	4,596,194			
Total Rese	erves \$53,032,919			

Legend

Compared to Budget

Ahead or Favorable

Above +5% Favorable Revenue or Expense

Variance

0

On Track +5% to -2% Variance

A

Behind -3% to -5% Variance

2

Concern Below -5% Variance

Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.

Capital Projects are 80% below budget. It is expected that the projects will be on budget by the end of the year.