

INLAND EMPIRE BRINE LINE
MULTIJURISDICTIONAL PRETREATMENT AGREEMENT

This Multijurisdictional Pretreatment Agreement (Agreement) is entered into as of October 15, 2013, between Santa Ana Watershed Project Authority (SAWPA) and the agencies (Agencies) using the Inland Empire Brine Line (Brine Line).

I. RECITALS

WHEREAS, Chino Basin Municipal Water District (CBMWD) and County Sanitation Districts of Orange County entered into a Wastewater Interceptor Capacity Agreement on April 12, 1972 (1972 Agreement) by which a 30 MGD interceptor capacity right was acquired by CBMWD. This capacity right was subsequently transferred from CBMWD to SAWPA on November 13, 1974; and

WHEREAS, SAWPA and County Sanitation Districts of Orange County entered into a Memorandum of Understanding on April 1, 1991 (1991 MOU) entitled "Governing Quality Control of Wastewaters Discharged to the Santa Ana Regional Interceptor"; and

WHEREAS, SAWPA and County Sanitation Districts of Orange County entered into an agreement on July 24, 1996, entitled "Wastewater Treatment and Disposal Agreement" (1996 Agreement) defining the terms and conditions for purchase and use of the County Sanitation Districts of Orange County's treatment and disposal facilities; and

WHEREAS, Orange County Sanitation District (OCSD) is the successor-in-interest to the County Sanitation District No. 2 of Orange County, California; and

WHEREAS, SAWPA owns and operates the Inland Empire Brine Line (Brine Line), formerly known as the Santa Ana Regional Interceptor and as the Santa Ana River Interceptor by OCSD, which discharges to OCSD treatment and disposal facilities; and

WHEREAS, OCSD owns and operates wastewater treatment and disposal facilities and is designated by the state of California as a Control Authority per Title 40, Code of Federal Regulations, Part 403 (40 CFR, Part 403) to implement requirements of the National Pretreatment Program (Pretreatment Program); and

WHEREAS, SAWPA did on October 15, 2013, adopt Ordinance No. 7 (superseding Ordinance No. 6) entitled “An Ordinance Establishing Regulations for the Use of the Inland Empire Brine Line” in accordance with federal regulations, contracts and OCSD’s Ordinance; and

WHEREAS, permitted facilities located within SAWPA’s SARI or Brine Line service area (Dischargers) are contributing wastewater, which includes brine, industrial, and domestic wastewater, to OCSD’s wastewater disposal and treatment facilities under the terms of the 1991 MOU and 1996 Agreement; and

WHEREAS, under the terms of the 1991 MOU, OCSD has authorized SAWPA as the Delegated Control Authority to administer and conduct a Pretreatment Program in accordance with the requirements as set forth in 40 CFR, Part 403 and SAWPA’s Ordinance No. 7 and any subsequent or successor ordinance thereto (SAWPA’s Ordinance); and

WHEREAS, Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Jurupa Community Services District (JCSD), San Bernardino Valley Municipal Water District (Valley), San Bernardino Municipal Water Department (SBMWD), Western Municipal Water District (WMWD), and Yucaipa Valley Water District (YVWD) (collectively Agencies) are currently or will upon execution of this Multijurisdictional Pretreatment Agreement (Agreement) be conducting portions of SAWPA’s Pretreatment Program; and

WHEREAS, under the terms of the 1991 MOU and 1996 Agreement, SAWPA and each of the Agencies are required to enter into an interjurisdictional agreement setting forth the respective obligations to develop, implement and enforce a pretreatment program; and

WHEREAS, SAWPA and the Agencies intend to implement a unified and standardized Pretreatment Program with identified roles and responsibilities, as required by the 1991 MOU and 1996 Agreement. The Pretreatment Program will ensure full compliance and efficient implementation with SAWPA’s management and oversight that is based on a set of uniform and consistent policies and procedures. This Agreement will define the roles and responsibilities of the Agencies in implementing the Pretreatment Program; and

WHEREAS, neither SAWPA nor Agency, by entering into this Agreement relinquishes to the other, any of its independent statutory or other power and responsibilities relative to the provisions of sewer service; promulgation,

administration and enforcement of waste discharge requirements; or operation of its publicly-owned sewer facilities. However, by entering into this Agreement SAWPA and Agencies do agree to the cooperative implementation of required powers and responsibilities for ensuring the implementation of the Pretreatment Program; and

WHEREAS, this Agreement supersedes all previous pretreatment agreements with SAWPA in their entirety.

II. DEFINITIONS

As used in this Agreement, the following terms shall have these meanings:

- A. Agency or Agencies shall mean the agencies with discharge rights to the Brine Line: EMWD, IEUA, JCSD, Valley, SBMWD, WMWD, and YVWD. Each Agency has a geographically defined service area. For purposes of the responsibilities described in this Agreement, each Agency's service area excludes the service area of another Agency that it geographically comprises.
- B. Agency-Owned Facilities shall mean facilities owned entirely or partially by any Agency including sewer system pipelines, treatment plants, and collection stations.
- C. Enforcement Response Plan (ERP) shall mean a document that contains step-by-step enforcement procedures developed and approved by SAWPA and followed by SAWPA and Agency personnel to identify, document, and respond to violations by a Discharger, an Industrial User (IU), Significant Industrial User (SIU) or Liquid Waste Hauler (LWH).
- D. SAWPA's Pretreatment Program Policies, Enforcement Response Plan and Procedures Document shall mean documents developed and approved by SAWPA defining the Pretreatment Program requirements and policies applicable to SAWPA and the Agencies to implement the 1991 MOU, 1996 Agreement and SAWPA Ordinance.
- E. SOP shall mean standard operating procedures. SOPs are part of SAWPA's Procedures Document and provide Pretreatment Program implementation guidance.
- F. Discharger shall mean a facility which is directly connected to the Brine Line or indirectly connected to the Brine Line disposing wastewater to the Brine Line or a

Liquid Waste Hauler disposing of wastewater to the Brine Line at an Agency Collection Station.

- G. Permit shall mean a Wastewater Discharge Permit signed and issued by SAWPA.
- H. Permittee shall mean a Discharger that has been issued a Permit signed by SAWPA.

III. AGREEMENT

NOW, THEREFORE, Agencies and SAWPA, in consideration of the mutual promises or performance contained in this Agreement, do hereby agree as follows:

SECTION 1. GENERAL

- A. SAWPA, as the Delegated Control Authority, is responsible for the management, oversight and administration of the Pretreatment Program for all Dischargers tributary and discharging to the Brine Line throughout the Upper Santa Ana River Watershed (SAWPA's service area).
- B. SAWPA has primary responsibility for implementation of all aspects of the Pretreatment Program including but not limited to permitting, monitoring, inspection, enforcement, and reporting of all Dischargers within the SAWPA service area. This responsibility also extends to the Agency-Owned Facilities issued a Permit including Collection Stations, Desalters, Treatment Plants and Ion Exchange Plants that are tributary and discharging to the Brine Line.
- C. Under the oversight of SAWPA, Agencies that have Dischargers tributary and discharging to the Brine Line must fulfill the roles and responsibilities described in this Agreement including SAWPA Delegated Control Authority activities related to, but not limited to, permitting, monitoring, inspection, enforcement, and reporting of all Dischargers within the Agency service area, except Agency-Owned Facilities. Each Agency shall fully implement, and enforce within its boundaries, all the necessary Pretreatment Program requirements as set forth in 40 CFR, Part 403, and SAWPA's Ordinance, Pretreatment Program Policies, and ERP.

- D. For Agency-Owned Facilities, the Agency must have a Permit and shall perform self-monitoring, reporting, and all other requirements defined in the Permit issued by SAWPA. SAWPA shall implement all other Pretreatment Program responsibilities directly for permitted Agency-Owned Facilities.
- E. SAWPA shall prepare the Pretreatment Program Policies, Procedures Document and ERP to define the Pretreatment Program's policies, procedures and range of enforcement response options, respectively. The Pretreatment Program Policies, Procedures Document and ERP set forth the detailed policies and procedures for consistent administration, implementation, and enforcement of the Pretreatment Program by the Agencies; any deviation thereof, without the express approval of SAWPA, is not permitted. In the event of a conflict between the Pretreatment Program Policies and ERP, the more stringent requirement shall apply, as determined by SAWPA's General Manager.
- F. Immediate Cessation of Discharge - Where a discharge to the Brine Line reasonably appears to present an imminent danger to public health, safety, or welfare, or presents or may present an imminent danger to the environment or threatens to interfere with the operation of the Brine Line or OCSD's sewerage and disposal facilities, or could pass through or contaminate treatment plant sludge, or prevent water reclamation, Agencies shall immediately initiate emergency action to halt the discharge per the ERP and SAWPA Ordinance.
- G. Local Limits - SAWPA will adopt pollutant specific local limits as stringent as necessary to protect the regional water quality and treatment and disposal facilities. The Agencies shall implement and enforce pollutant specific local limits as specified in 40 CFR, Part 403, SAWPA's Ordinance, Pretreatment Program Policies, Procedures Document and ERP for those Dischargers tributary to the Brine Line within the Agency service area.
- H. Agencies may adopt additional or more stringent local limits to protect the Agency-Owned Facilities.
- I. SAWPA is responsible for identifying and permitting Dischargers subject to the Pretreatment Program. Agencies shall prepare and maintain an updated industrial user inventory by identifying Dischargers requiring Permits in accordance with the requirements set forth in 40 CFR, Part 403, SAWPA's Ordinance, and Pretreatment Program Policies and Procedures Document.

- J. Agencies shall have in place the staffing and resources necessary, including funding, to fully plan, manage and execute the required SAWPA delegated work described by the mandates of the Pretreatment Program specified in the 40 CFR, Part 403, SAWPA's Ordinance, ERP, Pretreatment Program Policies, and Procedures Document. If an Agency fails to take appropriate action in executing its role and responsibilities in a timely manner as required by SAWPA, SAWPA and the Agency shall meet and confer to identify the cause of the failure and/or deficiency, identify corrective actions and establish a schedule to complete identified corrective actions. SAWPA at its sole discretion may limit or terminate the Agency's role and responsibilities in the implementation of delegated Pretreatment Program work and may implement and perform the required actions directly to ensure compliance at the Agency's cost. In this case, the Agency shall reimburse SAWPA the costs of performing the tasks and additional administrative charges incurred by SAWPA.
- K. Audits of Agencies - SAWPA will conduct once every two years or at a frequency it deems necessary an audit of the Agencies to evaluate compliance with 40 CFR, Part 403, SAWPA's Ordinance, Pretreatment Program Policies, Procedures Document and ERP. SAWPA will issue a written record of the audit and its findings. Upon issuance, Agencies shall respond to the audit findings and take any corrective actions necessary to remedy any deficiencies found during the audit and implement proactive measures to prevent a recurrence. For any longer duration corrective action (over 90 days), a Corrective Action Plan shall be used to establish and track interim milestones to meet the overall corrective action schedule. At SAWPA's discretion, additional Agency audits or inspections may be conducted to evaluate any component or activity of the Pretreatment Program performed by Agency.
- L. Public Notice - Any required Pretreatment Program-related public notices shall be approved by SAWPA prior to issuance.
- M. Agency costs - Each Agency shall be responsible for bearing its own costs for the conduct of the Pretreatment Program, and it is not envisioned that SAWPA will reimburse any such Agency costs.
- N. Prohibition of Discharge Service to Sources Outside of SAWPA Service Area – Permitting of any access to the Brine Line for wastewater originating outside of the SAWPA service area, by any Agency for any user, Discharger, or any other governmental or private entity is prohibited without the prior written approval of SAWPA and OCSD.

- O. Records and Data Management – Each Agency agrees to provide SAWPA with access to all records compiled as part of the Agency’s Pretreatment Program activities related to all discharges tributary to the Brine Line. SAWPA is implementing a Pretreatment Program Data Management System that will serve as a commonly accessible repository for all data collected in implementing the Pretreatment Program. The system will be accessible to SAWPA and the Agencies. Each Agency shall ensure that all appropriate data is promptly loaded to this Data Management System, verified for completeness and accuracy to ensure Pretreatment Program management, implementation and reporting.
- P. Restricted Discharges to the Brine Line - The discharge of stormwater is not authorized except as allowed for in SAWPA’s Ordinance. Agencies shall make reasonable efforts to ensure that stormwater is not discharged to the Brine Line by any public or private entity and that direct or indirect discharges of reclaimable wastewater are minimized.
- Q. Remedies for Breach - SAWPA has the right to take actions identified in the Ordinance including legal action, to enforce the terms of this Agreement. SAWPA has the right to take action directly against noncompliant Dischargers in the event that an Agency is unable or unwilling to do so.
- R. Each Agency shall comply with, and assure Pretreatment Program compliance with the 1991 MOU and the 1996 Agreement and any amendments or successors to them through compliance with this Agreement, 40 CFR Part 403, SAWPA’s Ordinance, Pretreatment Program Policies, Procedures Document, and ERP, and any other policies or procedures required by SAWPA.
- S. All non-emergency communications from Agencies directed at OCSD shall be conducted through SAWPA.

SECTION 2. LEGAL AUTHORITY

- A. SAWPA is a Joint Powers Authority (JPA) per Section 6500 of the State Government Code and delegated a Control Authority by OCSD to administer the implementation of the Pretreatment Program for all Dischargers tributary to the Brine Line in accordance with the 1991 MOU and 1996 Agreement.
- B. SAWPA adopted Ordinance No.7 on October 15, 2013, and intends to adopt a revised ordinance to incorporate or address additional federal and regional

pretreatment program requirements, or make clarifications or other appropriate changes. SAWPA will maintain sufficient legal authority to implement the Pretreatment Program by amendments to the Ordinance as required. SAWPA will prepare and conduct any public hearings and notices required for the development and adoption of any ordinance revision.

- C. Agencies shall adopt the SAWPA Ordinance without changes except those otherwise non-substantive changes required to conform the ordinance to the adopting Agency, and shall adopt subsequent amendments or successor ordinances within 60 days of SAWPA's adoption. The Agency's adopted ordinance shall be no less stringent than SAWPA's Ordinance.
- D. Each Agency hereby designates SAWPA as its agent for the purposes of implementation and enforcement of the Agency's ordinance, and SAWPA designates each Agency as SAWPA's agent for purposes of implementing and enforcing SAWPA's Ordinance, against Dischargers located in that Agency's service area. SAWPA and any Agency may take any action under the other's ordinance that could have been taken by the Agency, including the enforcement of the Ordinance in courts of law.
- E. If the authority of SAWPA to act as an agent for an Agency under this Agreement is challenged by a Discharger, in a court of law or otherwise, the Agency shall take any actions reasonably necessary to ensure the implementation and enforcement of the Agency's ordinance and SAWPA Ordinance against a Discharger.

SECTION 3. PERMITTING

- A. Each Agency shall implement, as delegated by SAWPA, all the permitting and relevant policies and procedures defined and set forth by SAWPA including but not limited to compliance with the SAWPA Ordinance, 40 CFR, Part 403 requirements, Pretreatment Program Policies, ERP, Procedures Document, SOPs, schedules and timelines, forms, document templates, records and document management, data management, and quality control.
- B. Each Agency shall require that all Dischargers in the Agency's service area that are seeking or renewing a Permit shall obtain, complete, and file a permit application with SAWPA or with Agency on behalf of SAWPA in accordance with the provisions of the SAWPA Ordinance, Pretreatment Program Policies and Procedures Document.

- C. Upon receiving a Permit application, an Agency shall be responsible for conducting pre-permit inspection(s), preparing an accurate and concise draft Permit Fact Sheet and a draft Permit, and all the relevant supporting documents, submitting the draft Permit Fact Sheet and draft Permit to SAWPA for review, responding to comments on the draft documents, and submitting the final Permit and final Permit Fact Sheet to SAWPA. The Agency shall deliver the complete draft Permit and draft Permit Fact Sheet to SAWPA for review no later than 45 calendar days prior to the Permit expiration date and in accordance with the requirements set forth in the SAWPA Ordinance, 40 CFR 403, Procedures Document, and Pretreatment Program Policies.
- D. SAWPA will finalize the Permit and Permit Fact Sheet and will submit to OCSD in accordance with the requirements outlined in the 1991 MOU to obtain OCSD's Permit concurrence.
- E. SAWPA will sign and issue Permits for all Dischargers tributary and discharging to the Brine Line and provide Permit approval and SAWPA General Manager or designee signature. Agencies may also sign permits for non-agency owned facilities that are Dischargers to the Brine Line. This dual signature recognizes the joint role SAWPA and the Agencies have in administering the Permit. Agencies agree that under no circumstances will any Discharger or proposed Discharger be allowed to discharge wastewater into the Brine Line without a Permit reviewed by OCSD and approved, signed and issued by SAWPA.
- F. SAWPA or Agency will deliver the fully executed Permit to the Discharger by or prior to the effective date of the Permit.
- G. For Agency-Owned Facilities, Agency will prepare and submit to SAWPA the Permit application as required from all Dischargers. SAWPA will process the permit application for Agency-Owned Facilities in the manner described above. SAWPA will be the sole signatory on the Permit and will deliver the Permit to the Agency.

SECTION 4. SAMPLING, INSPECTIONS AND MONITORING

- A. Unless directed otherwise by SAWPA, Agencies shall perform all required sampling, inspection, or monitoring specified by SAWPA to comply with the Pretreatment Program requirements, SAWPA's Ordinance, Pretreatment Program Policies, Procedures Document and ERP. The sampling, inspection and monitoring may include but are not limited to sampling, inspection and flow monitoring of the

Dischargers, data review and compliance assessment, enforcement follow-up, compliance investigation, and sampling for billing purposes (currently BOD, TSS, and hardness) or any other Pretreatment Program-related field work requested by SAWPA. SAWPA's Pretreatment Policies and Procedures Document describe certain required Permittee self-monitoring. An Agency may at its discretion perform any required self-monitoring on behalf of the Discharger.

- B. Agencies shall review all sampling, inspection; monitoring data such as sampling data and pollutant analyses, inspection reports, self-monitoring data, flow metering data, all other relevant information collected from each Discharger by Agencies for compliance with Permit requirements and shall report to SAWPA on a periodic basis as specified in the Pretreatment Program Policies and Procedures Document, and upon SAWPA's request.
- C. For Agency-Owned Facilities, SAWPA shall perform all required sampling, inspection, or monitoring required to comply with the Pretreatment Program, except that Agencies shall perform all self-monitoring as specified in the Permit. The sampling, inspection and monitoring may include but is not limited to sampling, inspection and flow monitoring of the Agency Owned Facilities' discharge, enforcement follow-up, compliance investigation, and sampling for billing purposes (currently BOD, TSS, and hardness).
- D. SAWPA may, without notice to the Agency, conduct sampling and inspections of any Discharger or at any discharge point located within the Agency's jurisdiction, or at any point along the Brine Line, as it deems necessary. Except in an emergency and for Agency-owned Facilities, SAWPA shall notify the Agency of the intended sampling or inspection as early as possible but not less than 24 hours in advance in order to afford the Agency an opportunity to have a representative present. Such notice may be oral or written. SAWPA may direct that the monitoring or inspection not be communicated to the Discharger.
- E. Where a discharge to the Brine Line reasonably appears to present an imminent danger to public health, safety, or welfare, or presents or may present an imminent danger to the environment or threatens to interfere with the operation of the Brine Line or OCSO sewerage system, SAWPA General Manager may immediately take any necessary steps including but not limited to any sampling and inspection to identify the source of the discharge and halt the discharge.

SECTION 5. ENFORCEMENT

- A. SAWPA is responsible for enforcing the Pretreatment Program's requirements within the SAWPA service area. The Agencies' roles and responsibilities are defined per requirements and guidelines set forth in the SAWPA Ordinance, Pretreatment Program Policies, Procedures Document, and ERP, including but not limited to screening and identifying the Pretreatment Program violations, issuing appropriate enforcement actions and taking the necessary follow-up actions as specified in the SAWPA Ordinance and ERP.
- B. SAWPA and Agencies shall take appropriate enforcement corrective action per SAWPA's Ordinance, Pretreatment Program Policies, and ERP to eliminate Discharger non-compliance.
- C. SAWPA grants Agencies the authority to initiate and manage enforcement activities in accordance with the SAWPA Ordinance and ERP and any other appropriate policies where applicable. Where it deems necessary, SAWPA has the authority at its sole discretion to take over any enforcement action against a non-compliant Discharger. Agencies shall provide notification of recommended enforcement actions and obtain SAWPA's approval and signature of General Manager or designee for any enforcement actions associated with major violations and persistent non-compliance as defined in the ERP.
- D. SAWPA and Agencies will determine Significant Non-Compliance (SNC) as defined by the requirements of 40 CFR, Part 403 and SAWPA's Ordinance for Dischargers within Agency's service area. SAWPA will review and verify the determination per the Pretreatment Program Policies, Procedures Document, and ERP and will take appropriate action.
- E. For Agency-Owned Facilities, SAWPA will determine Significant Non-Compliance (SNC) as defined by the requirements of 40 CFR, Part 403 and SAWPA's Ordinance and will take appropriate action.
- F. In the event that an Agency fails to comply with any requirements set forth in the SAWPA Ordinance, ERP, Policies and Procedures Document in its implementation of the Pretreatment Program in accordance with 40 CFR 403, SAWPA may direct the Agency to complete enforcement actions or SAWPA may exercise its authority to execute its responsibilities at the Agency's expense. SAWPA and the Agency shall meet and confer to identify the cause of the failure and/or deficiency, identify corrective actions and establish a schedule to complete

identified corrective actions to ensure compliance with Pretreatment Program requirements. SAWPA at its sole discretion may limit or terminate the Agency's enforcement role and responsibilities in the implementation of delegate Pretreatment Program work and may implement and perform the required enforcement actions directly to ensure compliance at the Agency's cost. In this case, the Agency shall reimburse SAWPA the costs of performing the enforcement tasks and additional administrative charges incurred by SAWPA.

- G. SAWPA will take necessary actions or issue orders to Agencies to address any enforcement action taken by OCSO, any regulatory agency, or third party due to implementation of the Pretreatment Program. Agency shall pay to SAWPA all reasonable costs, penalties or fees incurred by SAWPA as a result of the Agency's failure to comply with the SAWPA Ordinance, Pretreatment Program Policies, ERP and Procedures Document requirements. These costs shall include but not be limited to any fees, penalties, cost of repair, investigation, and SAWPA's administrative overhead.
- H. For Agency-Owned Facilities, SAWPA will take action in accordance with its Ordinance, ERP, Policies, Procedures Document and the Wastewater Discharge Permit, for non-compliance with Permit requirements and conditions.

SECTION 6. REPORTING

- A. Agencies shall maintain files of all Dischargers' pertinent information including but not limited to permitting, sampling, inspection, flow monitoring, compliance and enforcement documents as defined in the Pretreatment Program Policies, Procedures Documents and ERP. Upon SAWPA's request, Agencies shall provide to SAWPA full access to such files. Upon SAWPA notice of completion of its data management system, Agencies shall upload to the data management system necessary information as required by SAWPA.
- B. Agencies shall manage files and data to allow SAWPA to prepare and submit monthly, quarterly, semi-annual, and annual reports in a manner to meet the OCSO reporting requirements and timeline including water quality, permitting, sampling, inspection, enforcement, monitoring data, and other information as required by SAWPA. Reporting requirements, schedules, and timelines are contained in the Pretreatment Program Policies, Procedures Document and ERP.

- C. Certification of Report Information. Agencies shall certify reports provided to SAWPA per 40 CFR Part 403, SAWPA's Ordinance, and Pretreatment Program Policies requirements.

SECTION 7. INDEMNITY

- A. Each Agency hereby indemnifies SAWPA for all damage, fines and costs incurred by SAWPA as a result of wastewater discharge from the Agency's service area including but not limited to fines, fees, penalties, charges, including those imposed by OCSD, a regulatory agency, or a court of law, or costs incurred by SAWPA, directly or passed through from OCSD or any other entities, resulting from injury to personnel, damage to facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.
- B. SAWPA hereby indemnifies each Agency for all damages, fines and costs incurred by the Agency, imposed by a regulatory agency or a court of competent jurisdiction, arising out of the implementation of the Pretreatment Program and due solely to the negligence of SAWPA, including but not limited to fines, fees, penalties, charges or costs resulting from injury to agency personnel, damage to agency facilities, disruption of treatment processes or operations, and other air and water quality violations.

SECTION 8. NOTICE

Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, and shall be delivered in person, electronic telecommunication (e.g. E-mail or Fax), or sent by registered mail or certified mail, return receipt requested, and shall be deemed received upon actual receipt or 72 hours after deposit in the mail of the United States Postal Service, postage prepaid and addressed as follows:

To SAWPA:
Santa Ana Watershed Project Authority (SAWPA)
Attention: General Manager
11615 Sterling Avenue
Riverside, CA 92503
(951) 354-4220
(951) 785-7076 (fax)

To Agencies:

Eastern Municipal Water District (EMWD)

Attention: General Manager

2270 Trumble Road

Perris, CA 92570

(951) 928-3777

(951) 927-6177 (fax)

Inland Empire Utilities Agency (IEUA)

Attention: General Manager

6075 Kimball Avenue

Chino, CA 91710

(909) 993-1600

(909) 597-8875 (fax)

Jurupa Community Services District (JCSD)

Attention: General Manager

11201 Harrel Street

Jurupa Valley, CA 91752

(951) 685-7434

(951) 685-1153 (fax)

Western Municipal Water District (WMWD)

Attention: General Manager

14205 Meridian Parkway

Riverside, CA 92518

(951) 571-7100

(951) 571-0590 (fax)

San Bernardino Municipal Water Department (SBMWD)

Attention: General Manager

300 N. D Street – 5th Floor

San Bernardino, CA 92418

(909) 384-5141

(909) 384-5158 (fax)

San Bernardino Valley Municipal Water District (Valley)
Attention: General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408
(909) 387-9200
(909) 387-9247 (fax)

Yucaipa Valley Water District (YVWD)
Attention: General Manager
P.O. Box 730
Yucaipa, CA 92399
(909) 797-5117
(909) 797-6381 (fax)

SECTION 9. AMENDMENTS AND MODIFICATIONS

Except as provided in Section 10 below, the terms of this Agreement may be amended only in writing executed by all of the signatories hereto. SAWPA and the Agencies shall review and revise this Agreement as necessary at least once every three years from the effective date. Notwithstanding amendments to this Agreement, compliance with the Federal Clean Water Act (42 U.S.C. Section 1251 et. seq.) and rules and regulations (40 CFR Part 403), including amendments thereto, is continuously required.

SECTION 10. TERMINATION

This Agreement will remain in effect unless terminated by SAWPA or by all of the Agencies. SAWPA may terminate this Agreement in its entirety or with respect to any of the Agencies by providing 90 days written notice to the affected Agencies. Any Agency may terminate its participation in this Agreement by providing 90 days written notice to SAWPA. All benefits and obligations under this Agreement will cease as to the terminating Agencies on the 91st day following such notice if the notice is not earlier withdrawn.

SECTION 11. SEVERABILITY

If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.

SECTION 12. RIGHTS AND RESPONSIBILITIES OF ORANGE COUNTY SANITATION DISTRICT RETAINED

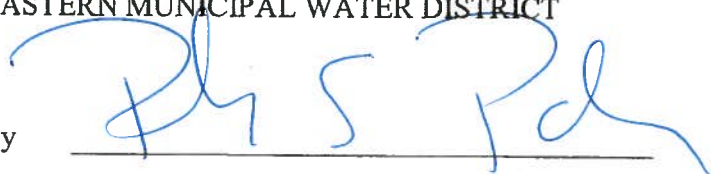
The parties to this Agreement understand and agree that OCSD retains its rights and responsibilities as defined in the 1991 MOU and 1996 Agreement. This Agreement in no way diminishes the effectiveness or reduces the scope of the 1991 MOU and 1996 Agreement.

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

EASTERN MUNICIPAL WATER DISTRICT

By



Name Philip E. Paule

Title EMWD Board President

Date January 13, 2014

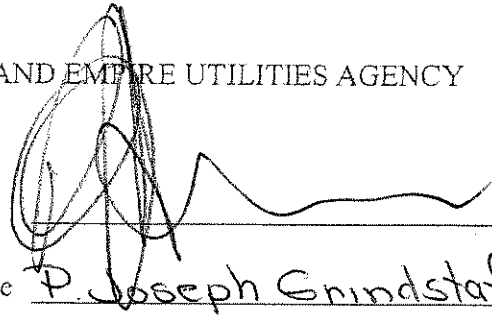
Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

INLAND EMPIRE UTILITIES AGENCY

By

Name



P. Joseph Grindstaff

Title

General Manager

Date

November 20, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

JURUPA COMMUNITY SERVICES DISTRICT

By 

Name Robert Craig

Title Board President

Date November 25, 2013

ATTEST:



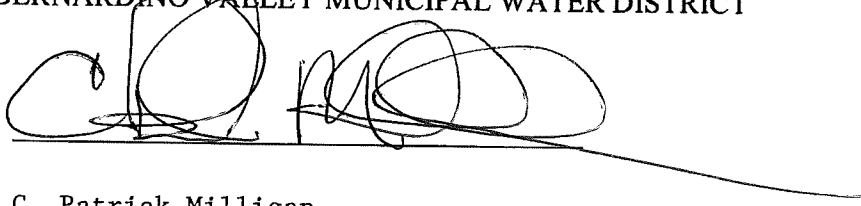
Julie B. Saba, Board Secretary

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By



Name C. Patrick Milligan

Title. Board President

Date November 5, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

By Stacey Aldstadt

Name Stacey Aldstadt

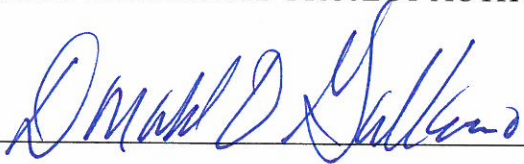
Title General Manager

Date 11/19/13

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

SANTA ANA WATERSHED PROJECT AUTHORITY

By 

Name DONALD D. GALLEANO

Title ACTING CHAIR

Date OCTOBER 15, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

WESTERN MUNICIPAL WATER DISTRICT

By  _____

Name THOMAS P. EVANS

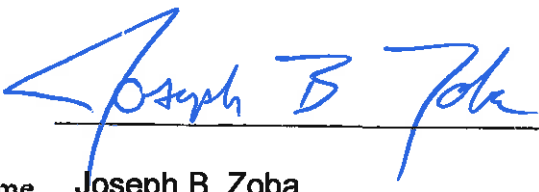
Title President

Date November 20, 2013

Inland Empire Brine Line
Multijurisdictional Pretreatment Agreement

In Witness Whereof, this Agreement is executed as follows:

YUCAIPA VALLEY WATER DISTRICT

By 
Name Joseph B. Zoba
Title General Manager
Date December 10, 2013