



# S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

<b>Meeting Access Via Computer (Zoom):</b>	<b>Meeting Access Via Telephone:</b>
• <a href="https://sawpa.zoom.us/j/89296190253">https://sawpa.zoom.us/j/89296190253</a>	• 1 (669) 900-6833
• Meeting ID: 892 9619 0253	• Meeting ID: 892 9619 0253

This meeting will be conducted in person at the address listed above. As a convenience to the public, members of the public may also participate virtually using one of the options set forth above. Any member of the public may listen to the meeting or make comments to the Committee using the call-in number or Zoom link above. However, in the event there is a disruption of service which prevents the Authority from broadcasting the meeting to members of the public, the meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in-person.

## AGENDA

**TUESDAY, APRIL 2, 2024 – 10:00 A.M.**  
(or immediately following the 9:30 a.m. SAWPA Commission meeting)

### **REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE** Inland Empire Brine Line

#### **Committee Members**

<b>Eastern Municipal Water District</b>	<b>Inland Empire Utilities Agency</b>
Joe Mouawad, General Manager	Director Jasmin A. Hall
Director David J. Slawson (Alt)	Shivaji Deshmukh, General Manager (Alt)
<b>San Bernardino Valley Municipal Water District</b>	<b>Western Municipal Water District</b>
Director T. Milford Harrison, Chair	Director Mike Gardner, Vice Chair
Director Gil Botello (Alt)	Craig Miller, General Manager (Alt)

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

**2. ROLL CALL**

**3. 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).

Members of the public may make comments in-person or electronically for the Committee’s consideration by sending them to [publiccomment@sawpa.gov](mailto:publiccomment@sawpa.gov) with the subject line “Public Comment”. Submit your electronic comments by 5:00 p.m. on Monday, April 1, 2024. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Committee.

**4. 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.

**5. CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Committee by one motion as listed below.

- A. **APPROVAL OF MEETING MINUTES: MARCH 5, 2024**.....5  
**Recommendation:** Approve as posted.

**6. COMMITTEE DISCUSSION/ACTION ITEMS**

- A. **SANTA ANA RIVER TRAIL (SART) LICENSING AGREEMENTS (PA24#2024.8)**.....9

**Presenter:** Daniel Vasquez

**Recommendation:** That the Project Agreement 24 Committee (PA 24) consider a request from AT&T and Southern California Edison to relocate their utilities in SAWPA's property in support of the Santa Ana River Trail and direct staff to prepare a License Agreement with AT&T and Southern California Edison for approval by PA 24 at a future meeting.

- B. **CARB CLEAN FLEET REGULATORY COMPLIANCE (PA24#2024.9)**.....49

**Presenter:** Daniel Vasquez

**Recommendation:** Receive and file.

**7. INFORMATIONAL REPORTS**

**Recommendation:** Receive for information.

- A. **BRINE LINE FINANCIAL REPORT – JANUARY 2024**.....69

**Presenter:** Karen Williams

- B. **GENERAL MANAGER REPORT** .....75

**Presenter:** Jeff Mosher

- C. **COMMITTEE MEMBERS COMMENTS**

- D. **CHAIR'S COMMENTS/REPORT**

**8. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**9. CLOSED SESSION**

- A. **CONFERENCE WITH LEGAL COUNSEL – EXPOSURE TO LITIGATION – PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)**

Number of Potential Cases: One

**10. CLOSED SESSION REPORT**

**11. 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](http://www.sawpa.org), subject to staff's ability to post documents prior to the meeting.

**Declaration of Posting**

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on March 28, 2024, a copy of this agenda has been uploaded to the SAWPA website at [www.sawpa.gov](http://www.sawpa.gov) and posted at SAWPA's office, 11615 Sterling Avenue, Riverside, California.

**2024 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.)

<b>January</b>		<b>February</b>	
1/2/24	<del>Regular Committee Meeting</del> [cancelled]	2/6/24	Regular Committee Meeting
<b>March</b>		<b>April</b>	
3/5/24	Regular Committee Meeting	4/2/24	Regular Committee Meeting
<b>May</b>		<b>June</b>	
5/7/24	Regular Committee Meeting	6/4/24	Regular Committee Meeting
<b>July</b>		<b>August</b>	
7/2/24	Regular Committee Meeting	8/6/24	Regular Committee Meeting
<b>September</b>		<b>October</b>	
9/3/24	Regular Committee Meeting	10/1/24	Regular Committee Meeting
<b>November</b>		<b>December</b>	
11/5/24	Regular Committee Meeting	12/3/24	Regular Committee Meeting

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**PROJECT AGREEMENT 24 COMMITTEE**  
Inland Empire Brine Line  
**REGULAR MEETING MINUTES**  
March 5, 2024

**COMMITTEE MEMBERS PRESENT**

T. Milford Harrison, Chair, San Bernardino Valley Municipal Water District Governing Board  
Mike Gardner, Vice Chair, Western Municipal Water District Governing Board  
David Slawson, Alternate, Eastern Municipal Water District General Manager  
Jasmin Hall, Inland Empire Utilities Agency Governing Board

**COMMITTEE MEMBERS ABSENT**

Joe Mouawad, Eastern Municipal Water District General Manager

**ALTERNATE COMMITTEE MEMBERS PRESENT [Non-Voting]**

Gil Botello, San Bernardino Valley Municipal Water District Governing Board

**STAFF PRESENT**

Karen Williams, David Ruhl, Daniel Vasquez, Dean Unger, John Leete, Sara Villa, Melissa Bustamonte, Zyanya Ramirez

**OTHERS PRESENT**

Andrew D. Turner, Lagerlof, LLP; Ken Tam, Inland Empire Utilities Agency; Derek Kawaii, Western Municipal Water District

**1. CALL TO ORDER | PLEDGE OF ALLEGIANCE**

The Meeting of the PA 24 Committee was called to order at 10:00 a.m. by Chair T. Milford Harrison on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

**2. ROLL CALL**

**3. PUBLIC COMMENTS**

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

**4. ITEMS TO BE ADDED OR DELETED**

There were no added or deleted items.

**5. CONSENT CALENDAR**

**A. APPROVAL OF MEETING MINUTES: FEBRUARY 6, 2024**

Recommendation: Approve as posted.

**MOVED**, to approve the Consent Calendar as posted.

Result:	<b>Adopted by Roll Call Vote</b>
Motion/Second:	Slawson/Hall
Ayes:	Gardner, Hall, Harrison, Slawson
Nays:	None
Abstentions:	None
Absent:	Mouawad

**6. COMMITTEE DISCUSSION/ACTION ITEMS**

**A. AGUA MANSA LATERAL PROJECT (PA24#2024.5)**

David Ruhl provided a presentation titled Inland Empire Brine Line Agua Mansa Lateral, contained in the agenda packet on pages 11-19. In August 2023, the PA 24 Committee awarded a construction contract to Genesis Construction (Contractor) in the amount of \$2,207,290. A Notice to Proceed was issued for work to commence on September 11, 2023, and requiring the Contractor to complete all work by March 9, 2024.

In December 2023, the Contractor commenced survey and potholing activities to locate existing underground utilities that cross the pipeline alignment or are within proximity to the alignment to avoid potential conflicts during the trench excavation. During this process, the contractor encountered several unknown utilities and several other utilities where their locations were not as identified on the plans provided by the utility companies. Due to these findings the pipeline alignment was adjusted to avoid these conflicts. Recently, the contractor has submitted additional costs for these alignment changes and additional potholing efforts which are being reviewed by the Construction Manager, Falcon Engineering (CM). Once the costs are reviewed and if they are agreed upon as extra work, a change order will be issued to the Contractor.

In January 2024, the Contractor completed potholing activities and commenced trench excavation and pipe installation. Currently, the Contractor has installed about 1,900 feet of 12-inch pipe or about 42% of the total pipeline length. The contract completion date has been extended to April 5, 2024, due to a delay from the City of Colton issuing the construction encroachment permit and several days of no work due to the rain. Additional days may be granted to the contractor due to extra work for additional potholing and alignment changes. The CM is required to be on-site during construction activities to document the work and ensure the Project is being constructed per the plans and specifications. The original contract amount, including Change Order 1, is \$100,000. The original contract budget amount was an estimate based on 30 working days for construction and typical CM activities prior to and after construction. However, an additional budget is necessary to continue to cover inspection services due to a longer construction period and greater involvement from the CM due to the contractor encountering unknown underground utility conflicts. The revised budget amount is an estimate and is based on the Contractor's schedule and an additional 46 working days for construction.

**MOVED**, to approve the following:

1. Change Order 2 to Task Order FALC328-01 for Construction Management and Inspection Services for the Agua Mansa Lateral Project, in an amount not to exceed \$106,540.30; and
2. Receive and file an update on the Agua Mansa Lateral Project.

Result:	<b>Adopted by Roll Call Vote</b>
Motion/Second:	Gardner/Hall
Ayes:	Gardner, Hall, Harrison, Mouawad
Nays:	None
Abstentions:	None
Absent:	None

**B. BRINE LINE SERVICE CONTRACTS REQUEST FOR PROPOSALS (PA24#2024.6)**

Daniel Vasquez provided a presentation titled Brine Line Service Contracts RFPs, contained in the agenda packet on pages 61-66. SAWPA relies on several outside service providers to perform critical maintenance activities on the Brine Line requiring specialty equipment. The Brine Line service contracts that are being inquired about are On-Call CCTV Services, On-Call Line Cleaning Services, and Brine Line Flow Meter Calibration Services.

The duration of the contracts shall be for a period of two (2) years (July 1, 2024 through June 30, 2026) with an option to renew for one (1) additional year (through June 30, 2027). The current Task Orders for these services expire June 30, 2024.

SAWPA staff requests authorization to issue Request for Proposals (RFP) for the Brine Line Services. The proposals will be due April 8, 2024, and authorization of the service contracts will be presented to the PA 24 Committee on May 7, 2024.

**MOVED**, to direct the General Manager to issue Requests for Proposals (RFPs) for the following Inland Empire Brine Line service contracts: On-Call CCTV Services, On-Call Line Cleaning Services, and Brine Line Flow Meter Calibration Services.

Result:	<b>Adopted by Roll Call Vote</b>
Motion/Second:	Hall/Slawson
Ayes:	Gardner, Hall, Harrison, Mouawad
Nays:	None
Abstentions:	None
Absent:	None

**C. BRINE LINE SEWER SYSTEM MANAGEMENT PLAN 2024 AUDIT (PA24#2024.7)**

Daniel Vasquez provided a presentation titled Brine Line Sewer System Management Plan 2024 Audit, contained in the agenda packet on pages 79-87. The State Water Resources Control Board adopted the Statewide Waste Discharge Requirements (WDR) General Order WQ 2022-0103-DWQ on December 6, 2022. This order became effective on June 5, 2023. Several changes were made to the previous General Order, notably that the SSMP update schedule has been changed from every five (5) to every six (6) years and internal audits from every two (2) to every three (3) years. SAWPA staff performed the last internal audit in 2021 and updated the Spill Emergency Response Plan (SERP) in June 2023. The next audit is due by early November of 2024. An external audit will evaluate the implementation and effectiveness of SAWPA's SSMP in preventing spills and overall compliance with the newly adopted WDR General Order.

Mr. Vasquez referenced the slides and provided a brief overview of the audit requirements and noted that SAWPA staff requests authorization to issue a Request for Proposal (RFP) for the Inland Empire Brine Line Sewer System Management Plan. The proposals will be due April 15, 2024, and the recommendation of award will be presented to the PA 24 Committee on May 7, 2024.

**MOVED**, to direct the General Manager to issue a Request for Proposal (RFP) for the Inland Empire Brine Line Sewer System Management Plan (SSMP) 2024 Audit.

Result:	<b>Adopted by Roll Call Vote</b>
Motion/Second:	Slawson/Gardner
Ayes:	Gardner, Hall, Harrison, Slawson
Nays:	None
Abstentions:	None
Absent:	None

**7. INFORMATIONAL REPORTS**

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

**A. BRINE LINE FINANCIAL REPORT – DECEMBER 2023**

**B. FINANCIAL REPORT FOR THE SECOND QUARTER ENDING DECEMBER 31, 2023**

Karen Williams provided a brief presentation titled Financial Report for the Inland Empire Brine Line Enterprise/CIP for the Second Quarter Ending December 31, 2023, contained in the agenda packet on pages 95-117.

**C. GENERAL MANAGER COMMENTS**

There were no General Manager comments.

**D. COMMITTEE MEMBERS COMMENTS**

There were no Committee Member comments.

**E. CHAIR'S COMMENTS/REPORT**

There were no Chair comments.

**8. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

It was requested that an update on the Bankruptcy be provided at a future meeting.

**9. CLOSED SESSION**

There was no Closed Session.

**10. ADJOURNMENT**

There being no further business for review, Committee Chair T. Milford Harrison adjourned the Regular meeting at 10:42 a.m.

**Approved at a Regular Meeting of the Project Agreement 24 Committee on April 2, 2024.**

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T. Milford Harrison, Chair

Attest:

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Sara Villa, Clerk of the Board



## **PA 24 COMMITTEE MEMORANDUM NO. 2024.8**

**DATE:** April 2, 2024

**TO:** Project Agreement 24 Committee  
(Inland Empire Brine Line)

**SUBJECT:** Santa Ana River Trail (SART) Licensing Agreements

**PREPARED BY:** Daniel Vasquez, Operations Manager

### **RECOMMENDATION**

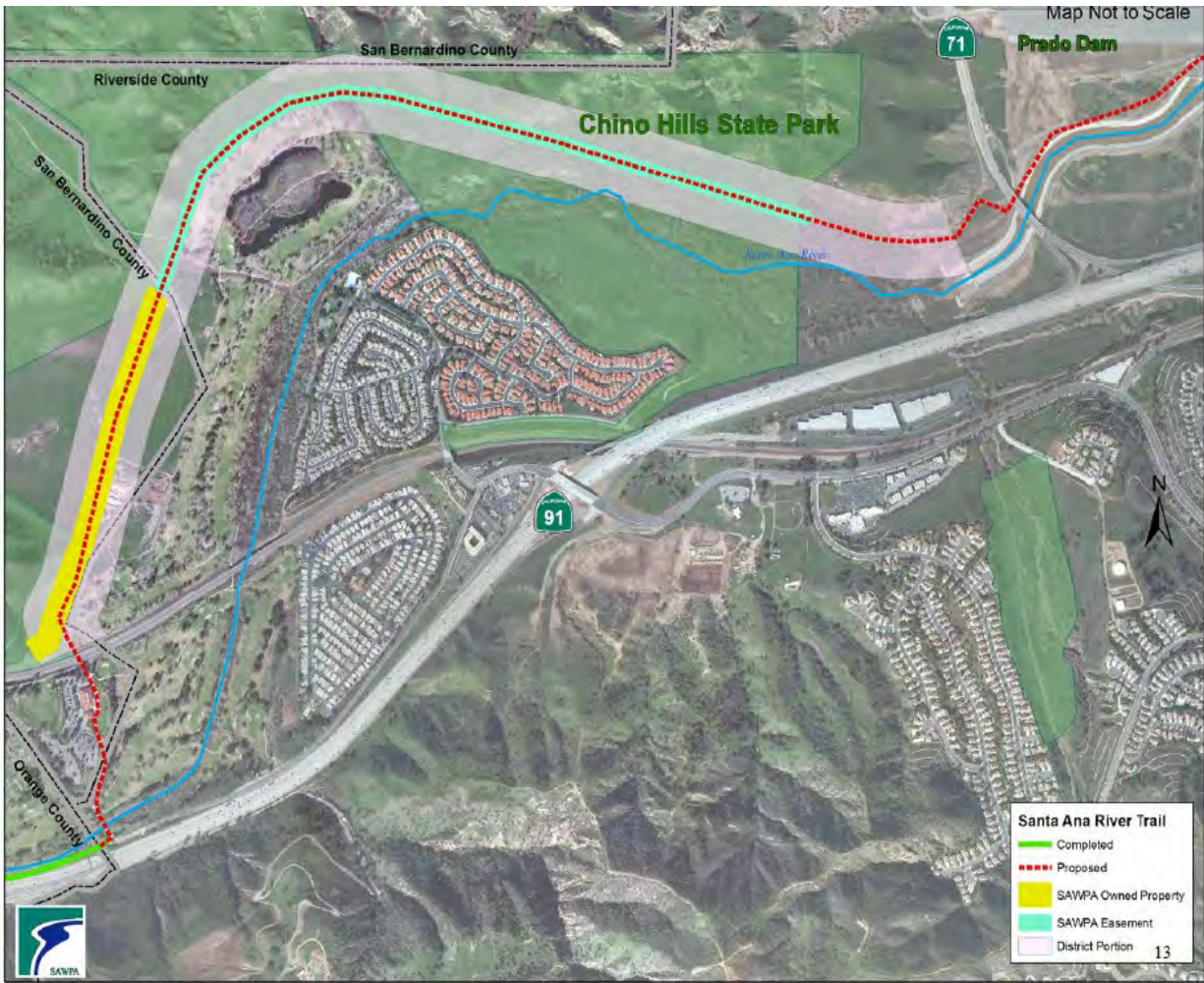
That the Project Agreement 24 Committee (PA 24) consider a request from AT&T and Southern California Edison to relocate their utilities in SAWPA's property in support of the Santa Ana River Trail and direct staff to prepare a License Agreement with AT&T and Southern California Edison for approval by PA 24 at a future meeting.

### **DISCUSSION**

In June 2006, SAWPA, Orange County, Riverside County, San Bernardino County, and the Wildlands Conservancy signed a Memorandum of Understanding (MOU) and subsequent Amendments (Attachment 1) to coordinate planning efforts for a 100-mile-long Santa Ana River Trail. Additionally, in 2014, SAWPA entered into an Operations and Maintenance Agreement (Attachment 2) with Riverside County Regional Park and Open-Space District (RivCo Parks) for the development of the Santa Ana River Trail from below Prado Dam to the Green River Golf Course. The Agreement allows RivCo Parks to operate and maintain the SART through SAWPA's property for 25 years upon completion of construction. In 2018, an advisory group was established by the Santa Ana River Conservancy (SARCON) to provide local decision-making expertise for the Santa Ana River Trail Project. SAWPA participates in SARCON's advisory groups.

SAWPA has participated in the planning efforts with RivCo Parks for Phase 6 of the SART Project, providing feedback concerning SAWPA's interests in preserving access for Brine Line maintenance and repairs including review and input of the proposed elevated bridge over the BNSF railway crossing and utility relocations within SAWPA's property. Phase 6 SART proposed alignment through SAWPA's fee property and easement with California State Parks is shown below in Figure 1. To accommodate the SART and the railway bridge crossing, Southern California Edison and AT&T have requested a license agreement to relocate their utility infrastructures in SAWPA's property. The license agreements will include language to protect SAWPA's property rights, ensure the Brine Line is protected and SAWPA's access to the Brine Line is not hindered and is maintained at all times. After approval by Legal Counsel, SAWPA staff will bring these License Agreements to PA 24 for approval. It is estimated Phase 6 construction may commence as early as Spring 2025.

Figure 1: Phase 6 of Santa Ana River Trail Project



## RESOURCE IMPACTS

Funds for Engineering and Operations staff preparation of the License Agreements and Santa Ana River Trail coordination is included in the FY 2024 Budget Fund 240 (Brine Line Enterprise).

### Attachments:

1. 2006 Memorandum of Understanding with 2011 Addendum
2. 2014 Operations and Maintenance Agreement
3. PowerPoint Presentation

Memorandum of Understanding

Coordinated Parkway Planning

Among Counties along the

Santa Ana River Corridor

THIS AGREEMENT, hereby dated the 14th day of February, 2006,

BY AND BETWEEN

The County of Orange, a subdivision of the State of  
California, hereinafter referred to as "ORANGE";

AND

The County of Riverside, a subdivision of the State of  
California, hereinafter referred to as "RIVERSIDE";

AND

The County of San Bernardino, a subdivision of the State of  
California, hereinafter referred to as "SAN BERNARDINO";

AND

The Santa Ana Watershed Project Authority, a recognized  
regional agency that has significant responsibility for the  
management of the Santa Ana River throughout the  
watershed, hereinafter referred to as "SAWPA";

AND

The Wildlands Conservancy, a private non-profit group that  
has been instrumental in the development of the Parkway to  
date and is uniquely positioned and capable of fostering  
good stewardship throughout the basin, hereinafter referred  
to as "WILDLANDS";

is to establish a mechanism to facilitate planning, project implementation, and reporting and accountability for the parties as they endeavor to create a recreational parkway along the Santa Ana River.



**RECITALS**

1  
2       **WHEREAS**, certain lands within the counties of Orange, Riverside and San Bernardino form an expansive  
3 watershed which leads from the San Bernardino Mountains to the Pacific Ocean along a river course known as the  
4 Santa Ana River, and

5       **WHEREAS**, the Santa Ana River is a 110 mile-long river that serves the diverse needs of the three counties  
6 and adjacent cities including flood control, water conservation, habitat protection, education and recreation; and

7       **WHEREAS**, the parties have identified the common desire to create a 100-mile long recreational parkway  
8 adjacent to the Santa Ana River; and

9       **WHEREAS**, Orange, Riverside and San Bernardino Counties, along with several cities, have separately  
10 adopted recreational plans, that include trails, and

11       **WHEREAS**, these regional and local plans identify the Santa Ana River as an important recreational corridor,  
12 and the parties have identified the need to coordinate these activities along the river to ensure consistency, facilitate  
13 planning, and share resources; and

14       **WHEREAS**, a recreational parkway along the Santa Ana River would provide a trail system that is accessible  
15 to more than 7 million people living within a 2-hour drive, and that the river trail consists of a Class I (paved off-road)  
16 bikeway and a separate riding and hiking trail designed to serve the needs of equestrians, joggers, and bicyclists;  
17 and

18       **WHEREAS**, on March 12, 1976, then Secretary of Interior Thomas Kleppe deemed portions of the trail in  
19 Orange County and San Bernardino County as the Santa Ana River National Recreational Trail #80 and #100,  
20 respectively, establishing for the first time, a national trail along the Santa Ana River;, and

21       **WHEREAS**, the parties recognize that visitors to the Santa Ana River would derive a substantial additional  
22 benefit if the separate lengths of the Santa Ana River Trail were connected together, thus allowing public access to  
23 the entirety of local and regional recreational facilities along the river; and

24       **WHEREAS**, the parties recognize the substantial public interest and benefit for a continuous recreational trail  
25 from the San Bernardino Mountains to the Pacific Ocean.  
26

1                   **NOW THEREFORE, THE PARTIES to this Agreement hereby agree as follows:**

2                   1. The PARTIES will establish an advisory committee comprised of eight (8) voting members:  
3                   one elected Supervisor from each of the three counties, three elected city representatives (one  
4                   from each county to be appointed by the Supervisor of that county), one representative from  
5                   SAWPA, and one representative from WILDLANDS for a total of eight (8) members. The  
6                   committee will be referred to as the Policy Advisory Group (PAG). The PARTIES also agree  
7                   that:

- 8                   a. The role of the PAG will be to monitor progress of the Santa Ana River Parkway,  
9                   discuss issues related to that progress, and coordinate decision making across  
10                  jurisdictional boundaries to ensure expeditious completion of the Parkway. Decisions  
11                  will be made by simple majority and will be limited to the existing authority of PAG  
12                  members. Creation of this PAG confers no new authority on its members. Only elected  
13                  officials will be able to vote on matters related to the use of public funds, and SAWPA  
14                  and WILDLANDS shall abstain from voting on matters related to the use of such public  
15                  funds in connection with this Agreement.
- 16                  b. The PAG will consider recommendations made by a technical advisory group  
17                  (described below) in its decision making.
- 18                  c. The PAG will schedule bi-monthly meetings at a mutually agreed upon date, time and  
19                  location to be determined by availability of PAG members.
- 20                  d. PAG meetings will be convened by a chair, elected by majority of the PAG members,  
21                  who will hold the position for one year. After one year, the chair will rotate to another  
22                  PAG member as nominated and agreed upon by a majority of the PAG members.  
23                  Alternatively, the chair may serve successive years and need not be rotated if agreed  
24                  upon by a majority of the PAG members. The PAG members may also agree to elect,  
25                  by a majority vote, a vice-chair to act on the chair's behalf in case of the chair's  
26                  absence.



- 1 e. The chair has the responsibility of convening meetings, producing agendas, and signing  
2 letters as directed by a majority of the PAG members. PAG members shall have the  
3 opportunity at the next PAG meeting to review, comment and approve of draft  
4 documents before signature by the chair.
- 5 f. The PAG will evaluate its progress and effectiveness annually and revise this  
6 agreement as necessary to meet the changing needs of the Parkway effort;
- 7 g. Once the Parkway is completed, the PAG will revisit its purpose and need for its  
8 existence. If the PAG determines that its existence is no longer necessary, it shall  
9 disband.

10 2. The PARTIES will establish a technical working group comprised of staff from Parks and Open  
11 Space or related departments from the three counties that are PARTIES to this Agreement, the  
12 cities adjacent to the river, special districts (e.g., Jurupa Parks and Recreation *et al.*), California  
13 State Parks, SAWPA and WILDLANDS, and that group shall be referred to as the Technical  
14 Advisory Group (TAC). The PARTIES also agree that:

- 15 a. The role of the TAC is to review progress on the Parkway, share information regarding  
16 on-going and future development, identify opportunities for sharing and leveraging  
17 resources, coordinate activities across jurisdictional boundaries, and apprise the PAG of  
18 Parkway progress and associated issues.
- 19 b. The TAC will address logistical issues including development and installation of signage  
20 and sharing responsibilities associated with operations and maintenance and public  
21 safety. The TAC may create subcommittees to study these issues and make  
22 recommendations to the PAG.
- 23 c. TAC meetings will be convened by a chair, elected by a majority of TAC members, who  
24 will hold the position for one year. After one year, the chair will rotate to another TAC  
25 member elected by a majority of the TAC members. Alternatively, the Chair may serve  
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successive years and need not be rotated if agreed upon by a majority of the TAC members. A vice-chairman may also be elected, if necessary and desired.

d. The TAC chairman has the responsibility of interfacing with and advising the PAG, either informally or on a regular basis (as decided by the TAC in coordination with the PAG.) The chair will bring TAC's recommendations to the PAG, identify decision points, and prepare reports as necessary.

3. The PARTIES agree to allow SAWPA to apply for funds on their behalf as identified in a separate agreement dated October 16, 2001. SAWPA agrees to coordinate funding requests through the TAC which will request approval from the PAG for any such coordinated funding request.

4. The PARTIES agree to work cooperatively and expeditiously to complete the Santa Ana River Trail.

5. The PARTIES agree to work cooperatively with other non-signatory, but essential agencies.

6. The term of the Agreement shall be five years from the date of the last signature in time below unless otherwise terminated by mutual consent of all of the PARTIES to this Agreement. All PARTIES have the right to withdraw from this Agreement. If so, the PARTY that wishes to withdraw must give 120 days notice to the remaining PARTIES with the obligation to continue to fund ongoing expenses/operations until completed. In the event of a PARTY's withdrawal, this agreement must be amended to reflect the change in membership.



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IN WITNESS WHEREOF, each party hereto has executed this AGREEMENT by a duly authorized representative as of the date set forth above.

SANTA ANA WATERSHED PROJECT  
AUTHORITY, a Special District

DATE: \_\_\_\_\_

By: *Mark W. Sporn*  
Chairman of the SAWPA Commission  
Riverside, California

COUNTY OF ORANGE, a subdivision of  
The State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
of Orange County California

COUNTY OF RIVERSIDE, a subdivision of  
The State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
of Riverside County California

COUNTY OF SAN BERNARDINO, a  
subdivision of The State of California

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
of SAN BERNARDINO County California

WILDLANDS CONSERVANCY, a private non-  
profit organization

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director, Wildlands Conservancy,  
Oak Glen, California



SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

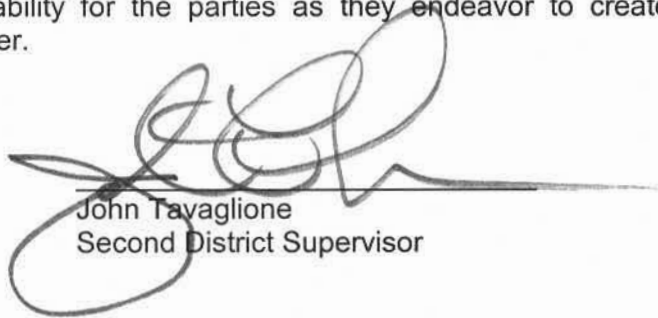
**SUBJECT:** Supervisor John Tavaglione

**SUBMITTAL DATE:** June 27, 2006

**SUBJECT:** Memorandum of Understanding between Riverside, Orange and San Bernardino Counties, the Santa Ana River Watershed Project Authority and the Wildlands Conservancy for coordinated parkway planning among counties along the Santa Ana River Corridor

**RECOMMENDED MOTION:** That the Board of Supervisors approve the MOU for coordinated parkway planning among counties along the Santa Ana River Corridor.

**BACKGROUND:** The purpose of this MOU is to establish a mechanism to facilitate planning, project implementation, and reporting and accountability for the parties as they endeavor to create a recreational parkway along the Santa Ana River.



John Tavaglione  
Second District Supervisor

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Prev. Agn. ref.

Dist.

AGENDA NO.

**ORIGINAL**

CLERK OF THE BOARD  
ORANGE COUNTY

**Amendment No. 1 to  
Memorandum of Understanding**

Coordinated Parkway Planning  
Among Counties along the  
Santa Ana River Corridor

This Amendment No. 1 to Memorandum of Understanding (hereinafter "Amendment No. 1") is entered into as of MAY 17, 2011,

**BY AND AMONGST**

The County of Orange, a political subdivision of the State of California, hereinafter referred to as "ORANGE"

**AND**

The County of Riverside, a subdivision of the State of California, herein referred to as "RIVERSIDE";

**AND**

The County of San Bernardino, a subdivision of the State of California, herein referred to as "SAN BERNARDINO";

**AND**

The Santa Ana Watershed Project Authority, a recognized regional agency that has significant responsibility for the management of the Santa Ana River throughout the watershed, herein referred to as "SAWPA";

**AND**

The Wildlands Conservancy, a private non-profit group that has been instrumental in the development of the Parkway to date and is uniquely positioned and capable of fostering good stewardship throughout the basin, herein referred to as "WILDLANDS";

ORANGE, RIVERSIDE, SAN BERNARDINO, SAWPA and WILDLANDS hereafter are collectively referred to as the "PARTIES" and individually as a "PARTY"

**RECITALS**

**WHEREAS**, certain lands within the counties of Orange, Riverside and San Bernardino form an expansive watershed which leads from the San Bernardino Mountains to the Pacific

1 Ocean along a river course known as the Santa Ana River;

2       **WHEREAS**, the Santa Ana River is a 110-mile-long river that serves the diverse needs of  
3 the three counties and adjacent cities including flood control, water conservation, habitat  
4 protection, education and recreation ;

5       **WHEREAS**, Orange, Riverside and San Bernardino Counties, along with several cities,  
6 have separately adopted recreational plans, that include trails;

7       **WHEREAS**, these regional and local plans identify the Santa Ana River as an important  
8 recreational corridor, and the PARTIES have identified the need to coordinate these activities  
9 along the river to ensure consistency, facilitate planning, and share resources;

10       **WHEREAS**, on March 12, 1976, then Secretary of Interior Thomas Kleppe deemed  
11 portions of the trail in Orange County and San Bernardino County as the Santa Ana River  
12 National Recreational Trail #80 and #100, respectively, establishing for the first time, a national  
13 trail along the Santa Ana River;

14       **WHEREAS**, on July 18, 2006, a Memorandum of Understanding (hereinafter  
15 "AGREEMENT") was executed to establish a mechanism to facilitate planning, project  
16 implementation, and reporting and accountability for the PARTIES as they endeavor to create a  
17 recreational parkway along the Santa Ana River for a period of five years from the date of the  
18 last signature signed on January 8, 2007; and

19       **WHEREAS**, it is necessary to extend the AGREEMENT for three (3) years to provide  
20 additional time for the PARTIES to complete a recreational parkway along the Santa Ana River.

21       **NOW, THEREFORE, IT IS AGREED** by and between PARTIES to amend AGREEMENT  
22 as follows:

- 23       1. Section 3 is deleted in its entirety.  
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1 2. Section 6 is deleted and replaced with:  
2

3 "The term of the AGREEMENT shall be eight (8) years from the date of the last  
4 signature in time below unless otherwise terminated pursuant to Section 1 g. or by  
5 mutual consent of all of the PARTIES to this AGREEMENT. All PARTIES have the  
6 right to withdraw from this AGREEMENT. If so, the PARTY that wishes to withdraw  
7 must give 120 days notice to the remaining PARTIES. In the event of a PARTY's  
8 withdrawal, this AGREEMENT must be amended to reflect the change in  
9 membership."  
10

11 3. Except as expressly set forth in this AMENDMENT No. 1, all other terms and  
12 conditions of the AGREEMENT shall remain unchanged and in full force and effect.  
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2 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 1 to  
3 AGREEMENT by a duly authorized representative as of the date set forth above.  
4

5 **Santa Ana Watershed Project Authority,**  
6 **a Special District**

7 Date: \_\_\_\_\_

8 By  \_\_\_\_\_

9 Terry Catlin, Chair of the Board for the  
10 Santa Ana Watershed Project Authority,  
11 Riverside, California  
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1 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 1 to  
2 **AGREEMENT** by a duly authorized representative as of the date set forth above.

3  
4 **COUNTY OF RIVERSIDE, a subdivision of the**  
5 **State of California**

6 Date: AUG 16 2011

7 By: Bob Buster  
8 Bob Buster, Chairman of the Board of Supervisors of  
9 Riverside County, California

10 By: Kecia Harper-Ihem deputy  
11 Clerk of the Board

12 SIGNED AND CERTIFIED THAT A COPY OF  
13 THIS DOCUMENT HAS BEEN DELIVERED TO  
14 THE CHAIRMAN OF THE BOARD

15 Date: \_\_\_\_\_

16 APPROVED AS TO FORM  
17 Office of the County Counsel  
18 RIVERSIDE County, California

19 By: [Signature]  
20 Deputy


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26  
Kecia Harper-Ihem, Clerk of the Board  
Clerk of the Board of Supervisors  
Of Riverside County, California

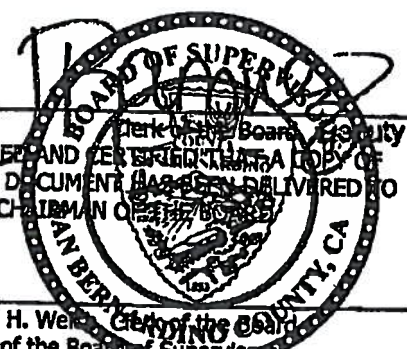


1 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 1 to  
2 **AGREEMENT** by a duly authorized representative as of the date set forth above.

3  
4 **COUNTY OF SAN BERNARDINO, a subdivision of**  
5 **the State of California**

6 Date: SEP 13 2011

7 By   
8 Josie Gonzales, Chair of the Board of Supervisors  
9 of San Bernardino County, California

10 By:   
11 Clerk of the Board, Deputy  
12 **SIGNER AND CERTIFICATE: A COPY OF**  
13 **THIS DOCUMENT HAS BEEN DELIVERED TO**  
14 **THE CHAIRMAN OF THE BOARD**  
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Laura H. Weir, Clerk of the Board  
Clerk of the Board of Supervisors  
Of San Bernardino County, California

Date: \_\_\_\_\_

APPROVED AS TO FORM  
Office of the County Counsel  
SAN BERNARDINO County, California

By: \_\_\_\_\_  
Deputy

1 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 1 to  
2 AGREEMENT by a duly authorized representative as of the date set forth above.

3  
4 **WILDLANDS CONSERVANCY, a private non-**  
5 **profit organization**

6 Date: 10/31/2012

7 By David Myers  
8 David Myers  
9 Executive Director, Wildlands Conservancy  
10 Oak Glen, California

11 By Heidi Ston  
12 Clerk of the Board  
13 SIGNED AND CERTIFIED THAT A COPY OF  
14 THIS DOCUMENT HAS BEEN DELIVERED TO  
15 THE GENERAL MANAGER

16 Date: 10/31/12  
17 APPROVED AS TO FORM  
18 SAN BERNARDINO, California

19 Heidi Ston  
20 Clerk of the Board  
21 Of Wildlands Conservancy  
22 San Bernardino, California

23 By Heidi Ston, Esq.  
24 Attorney



1 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 1 to  
2 AGREEMENT by a duly authorized representative as of the date set forth above.

3  
4 **COUNTY OF ORANGE, a political subdivision of  
the State of California**

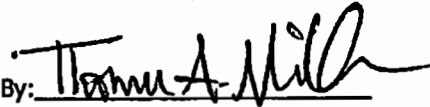
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6 Date: \_\_\_\_\_

7 By \_\_\_\_\_  
8 ~~Jess A. Carabajal~~ Director, OC Public Works  
Orange County, CA

9 Date: 4-19-11

10 APPROVED AS TO FORM  
11 Office of the County Counsel  
ORANGE COUNTY, California

12   
13 By: \_\_\_\_\_  
Deputy

**Amendment No. 2 to  
Memorandum of Understanding**

Coordinated Parkway Planning  
Among Counties along the  
Santa Ana River Corridor

This Amendment No. 2 to Memorandum of Understanding (hereinafter "Amendment No. 2") is entered into as of Oct. 6, 2015,

**BY AND AMONGST**

The County of Orange, a political subdivision of the State of California, hereinafter referred to as "ORANGE"

**AND**

The County of Riverside, a subdivision of the State of California, herein referred to as "RIVERSIDE";

**AND**

The County of San Bernardino, a subdivision of the State of California, herein referred to as "SAN BERNARDINO";

**AND**

The Santa Ana Watershed Project Authority, a recognized regional agency that has significant responsibility for the management of the Santa Ana River throughout the watershed, herein referred to as "SAWPA";

**AND**

The Wildlands Conservancy, a private non-profit group that has been instrumental in the development of the Parkway to date and is uniquely positioned and capable of fostering good stewardship throughout the basin, herein referred to as "WILDLANDS";

ORANGE, RIVERSIDE, SAN BERNARDINO, SAWPA and WILDLANDS hereafter are collectively referred to as the "PARTIES" and individually as a "PARTY"

**RECITALS**

**WHEREAS,** certain lands within the counties of Orange, Riverside and San Bernardino form an expansive watershed which leads from the San Bernardino Mountains to the Pacific

1 Ocean along a river course known as the Santa Ana River;

2       **WHEREAS**, the Santa Ana River is a 100-mile-long river that serves the diverse needs of  
3 the three counties and adjacent cities including flood control, water conservation, habitat  
4 protection, education and recreation;

5       **WHEREAS**, Orange, Riverside and San Bernardino Counties, along with several cities,  
6 have separately adopted recreational plans, that include trails;

7       **WHEREAS**, these regional and local plans identify the Santa Ana River as an important  
8 recreational corridor, and the PARTIES have identified the need to coordinate these activities  
9 along the river to ensure consistency, facilitate planning, and share resources;

10       **WHEREAS**, on March 12, 1976, then Secretary of Interior Thomas Kleppe deemed  
11 portions of the trail in Orange County and San Bernardino County as the Santa Ana River  
12 National Recreational Trail #80 and #100, respectively, establishing for the first time, a national  
13 trail along the Santa Ana River;

14       **WHEREAS**, on June 27, 2006, a Memorandum of Understanding (hereinafter  
15 "AGREEMENT") was executed to establish a mechanism to facilitate planning, project  
16 implementation, and reporting and accountability for the PARTIES as they endeavor to create a  
17 recreational parkway along the Santa Ana River for a period of five years from the date of the  
18 last signature signed on January 8, 2007; and  
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20       **WHEREAS**, this AGREEMENT was extended by Amendment (hereinafter "AMENDMENT  
21 1") on May 17, 2011 for an additional three (3) years from the date of the last signature to  
22 provide additional time for the PARTIES to complete a recreational parkway along the Santa  
23 Ana River; and  
24

25       **WHEREAS**, on September 25, 2014, Governor Brown signed into law the creation of a  
26

1 Santa Ana River Conservancy program through the State Coastal Conservancy (hereinafter  
2 "CONSERVANCY"); and

3 **WHEREAS**, the PARTIES wish to continue working with each other and cooperatively  
4 with the CONSERVANCY to advise, prioritize, and direct activities in the Santa Ana River  
5 corridor; and

6  
7 **WHEREAS**, the PARTIES wish to extend the AGREEMENT an additional 3 years to allow  
8 time for completion of the trail and to work cooperatively in Partnership with the  
9 CONSERVANCY;

10 **NOW, THEREFORE, IT IS AGREED** by and between PARTIES to amend AGREEMENT  
11 as follows:

- 12  
13 1. Section 1 shall be modified to reflect the addition of 3 additional voting members to  
14 the Policy Advisory Group for a total of 11 voting members. Section 1 will be deleted  
15 and replaced with:

16  
17 "The PARTIES will establish an advisory committee comprised of eleven (11) voting  
18 members: one elected Supervisor from each of the three counties, six elected city  
19 representatives (two from each county to be appointed by the Supervisor of that  
20 county), one representative from SAWPA, and one representative from WILDLANDS  
21 for a total of eleven (11) members. The committee will be referred to as the Policy  
22 Advisory Group (PAG)."

- 23  
24 2. Section 3 is deleted in its entirety.

- 25  
26 3. Section 6 is deleted and replaced with:

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"The term of the AGREEMENT shall be twelve (12) years from the date of the last signature in time below unless otherwise terminated pursuant to Section 1 g. or by mutual consent of all of the PARTIES to this AGREEMENT. All PARTIES have the right to withdraw from this AGREEMENT. If so, the PARTY that wishes to withdraw must give 120 days notice to the remaining PARTIES. In the event of a PARTY's withdrawal, this AGREEMENT must be amended to reflect the change in membership."

3. Except as expressly set forth in this AMENDMENT No. 2, all other terms and conditions of the AGREEMENT shall remain unchanged and in full force and effect.

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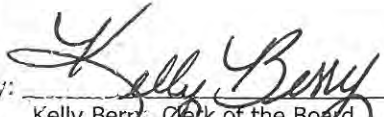
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**IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 2 to AGREEMENT by a duly authorized representative as of the date set forth above.

**Santa Ana Watershed Project Authority, a Special District**

Date: October 6, 2015

By   
Thomas P. Evans, Chairman, of the Commission of the Santa Ana Watershed Project Authority, Riverside, California

By:   
Kelly Berry, Clerk of the Board  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE COMMISSION

Date: October 6, 2015  
APPROVED AS TO FORM  
RIVERSIDE, California

  
Kelly Berry, Clerk of the Board  
Riverside, California

By:   
Larry B. McKenney, Executive Counsel

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1 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 2 to  
2 AGREEMENT by a duly authorized representative as of the date set forth above.

3  
4 **COUNTY OF RIVERSIDE, a subdivision of the**  
5 **State of California**

6 Date: \_\_\_\_\_

7 By \_\_\_\_\_  
8 Marion Ashley, Chairman, Board of Supervisors of  
9 Riverside County, California

10 By: \_\_\_\_\_

Date: \_\_\_\_\_

11 Clerk of the Board  
12 SIGNED AND CERTIFIED THAT A COPY OF  
13 THIS DOCUMENT HAS BEEN DELIVERED TO  
14 THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM  
Office of the County Counsel  
RIVERSIDE County, California

15 By: \_\_\_\_\_  
16 Deputy

17 \_\_\_\_\_  
18 Kecia Harper-Ihem, Clerk of the Board  
19 Clerk of the Board of Supervisors  
20 Of Riverside County, California

1 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 2 to  
2 AGREEMENT by a duly authorized representative as of the date set forth above.

3  
4 **COUNTY OF SAN BERNARDINO, a subdivision of**  
5 **the State of California**

6 Date: \_\_\_\_\_

7 By \_\_\_\_\_  
8 James Ramos, Chairman of the Board of  
9 Supervisors of San Bernardino County, California

10 By: \_\_\_\_\_  
11 Clerk of the Board

Date: \_\_\_\_\_

12 SIGNED AND CERTIFIED THAT A COPY OF  
13 THIS DOCUMENT HAS BEEN DELIVERED TO  
14 THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM  
Office of the County Counsel  
SAN BERNARDINO County, California

15 By: \_\_\_\_\_  
16 Deputy

17 \_\_\_\_\_  
18 Laura H. Welch, Clerk of the Board  
19 Clerk of the Board of Supervisors  
20 Of San Bernardino County, California



1 **IN WITNESS WHEREOF**, each party hereto has executed this Amendment No. 2 to  
2 AGREEMENT by a duly authorized representative as of the date set forth above.

3  
4 **WILDLANDS CONSERVANCY, a private non-profit organization**

5  
6 Date: \_\_\_\_\_

6 By \_\_\_\_\_

7 David Myers  
8 Executive Director, Wildlands Conservancy  
9 Oak Glen, California

10 By: \_\_\_\_\_

10 Date: \_\_\_\_\_

11 Clerk of the Board

11 SIGNED AND CERTIFIED THAT A COPY OF  
12 THIS DOCUMENT HAS BEEN DELIVERED TO  
13 THE GENERAL MANAGER

11 APPROVED AS TO FORM  
12 SAN BERNARDINO, California

13 By: \_\_\_\_\_

14 Attorney

14 Clerk of the Board  
15 Of Wildlands Conservancy  
16 San Bernardino, California



## OPERATIONS AND MAINTENANCE AGREEMENT

for

### PRADO BASIN TO GREEN RIVER SEGMENT OF THE SANTA ANA RIVER TRAIL

THIS AGREEMENT is made and entered into in duplicate, effective this **2nd day of September 2014**, by and between the **Riverside County Regional Park and Open-Space District**, hereinafter referred to as “DISTRICT”, and the **Santa Ana Watershed Project Authority**, hereinafter referred to as “SAWPA”.

#### WITNESSTH:

WHEREAS, the section of the Santa Ana River Trail and Parkway that comprises the Prado Basin to Green River segment passes through property for which SAWPA owns title to, and holds an easement from the California Department of Parks and Recreation, hereinafter referred to as “STATE PARKS”;

WHEREAS, SAWPA owns and operates the Inland Empire Brine Line;

WHEREAS, in 2007, The District secured grant funding from the State of California Resources Agency through the California River Parkways Grant Program to complete construction of the section that comprises the Prado Basin to Green River segment;

WHEREAS, the Prado Basin to Green River segment will consist of approximately 2.2 miles of soft-surface trail and an asphalt bicycle trail;

WHEREAS, the funding award from the California River Parkways Grant Program requires an Operations and Maintenance Agreement for the duration of 25 years from the date of the grant award to DISTRICT;

WHEREAS, SAWPA desires to allow the DISTRICT to operate and maintain the section of the Santa Ana River Trail and Parkway that comprises the Prado Basin to Green River segment that passes through property for which SAWPA holds title to and an easement from State Parks;

WHEREAS, the granting of access to SAWPA property for construction of the trail, and other provisions related to design and construction, will be the subject of separate action by SAWPA, and no commitments regarding those matters are implied by this Agreement; and

WHEREAS, SAWPA acknowledges that the completed trail(s) will be operated and maintained for a period of not less than 25 years, and it grants permission to the DISTRICT to maintain any portions of the developed trail(s) constructed using grant funds that may exist on the SAWPA easement or property SAWPA owns title to during that period.

**NOW THEREFORE, IT IS AGREED:**

THE DISTRICT shall maintain, at DISTRICT expense, the developed trail(s), all fences, access gates, drainage facilities, the structural adequacy of the developed trail(s), and directional signs and interpretive displays constructed or installed with funding from the California River Parkways grant to the DISTRICT;

THE DISTRICT shall not interfere with SAWPA's continued access to the Inland Empire Brine Line and its maintenance access structures at all times of the year to effect maintenance or repairs;

THE DISTRICT shall hold SAWPA harmless for the wear and tear of the trail by the equipment and vehicles used to access the Inland Empire Brine Line and its maintenance access structures on the portions of the Santa Ana River Trail and Parkway that pass through property for which SAWPA owns title to or holds an easement from State Parks; and

THE DISTRICT shall indemnify and defend SAWPA, its Commissioners, elected officials, officers, employees, and agents from and against all claims, demands, liability, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, in connection with, or resulting from, or alleged to have arisen out of or resulted from the use of or presence on the Santa Ana River Trail and Parkway where it passes through property that SAWPA owns, uses or occupies, by any users of the Santa Ana River Trail and Parkway; and

THE DISTRICT will deliver to SAWPA a notice of completion once construction of the section that comprises the Prado Basin to Green River segment is complete.

Duration: This agreement shall continue upon the completion of construction of the facility for a period of 25 years.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and date first written above:

**RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN SPACE DISTRICT**

BY:   
Scott Bangle, General Manager

DATE: 9/15/14

**SANTA ANA WATERSHED PROJECT  
AUTHORITY**

BY:   
Celeste Cantu, General Manager

DATE: Sept 2, 2014



# Santa Ana River Trail (SART) Licensing Agreements

PA 24 Committee

No. 6.A

Daniel Vasquez

Manager of Operations

April 2, 2024

# Recommendation

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That the Project Agreement 24 Committee (PA 24) consider a request from AT&T and Southern California Edison to relocate their utilities in SAWPA's property in support of the Santa Ana River Trail and direct staff to prepare a License Agreement with AT&T and Southern California Edison for approval by PA 24 at a future meeting.



# Santa Ana River Trail

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- Phase 6 of the Santa Ana River Trail includes the construction of approximately 1.5 mile multi-use path from the terminus of SART Phase 3 through Prado Basin.

# Santa Ana River Trail (Cont.)

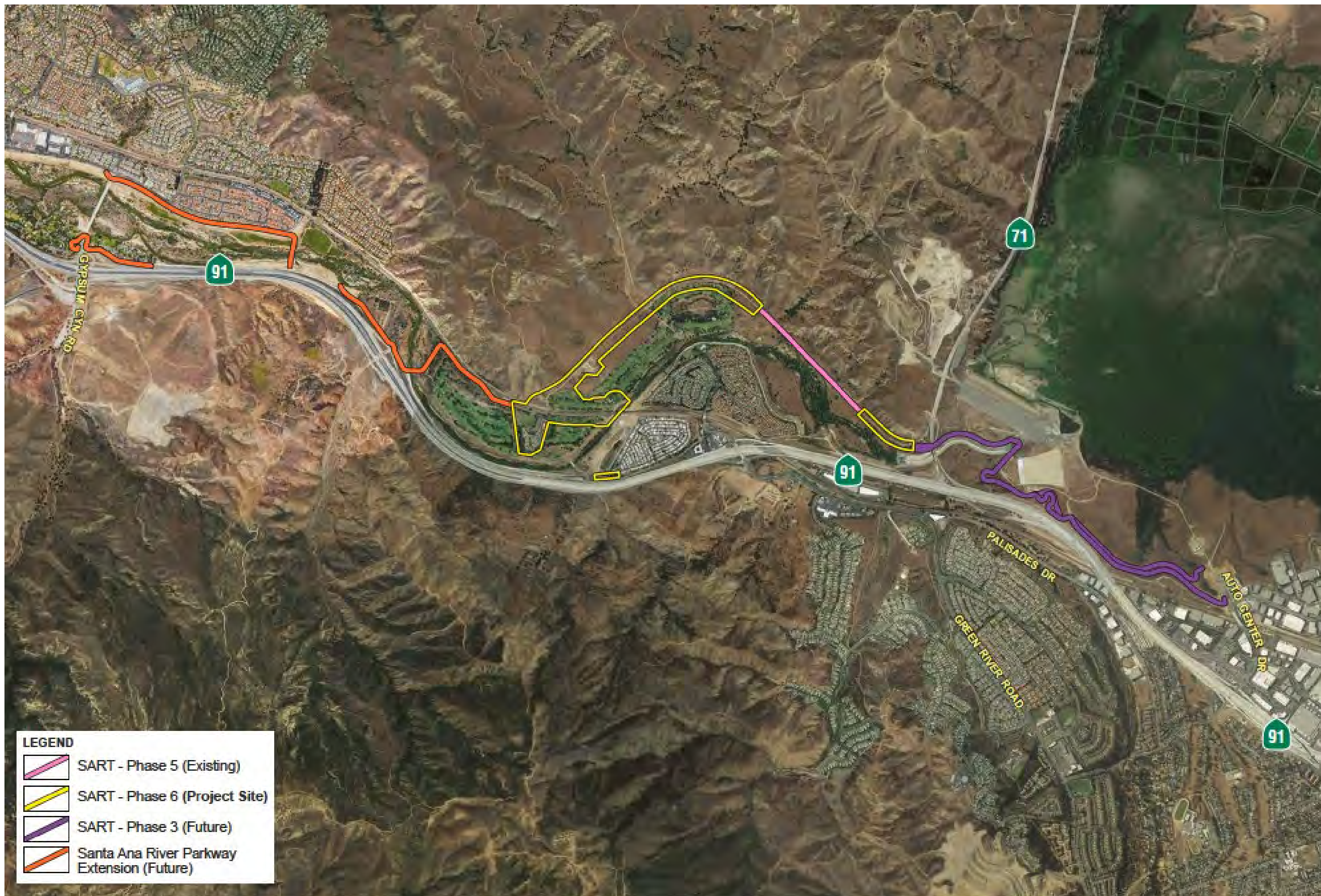
- In 2006, SAWPA signed an MOU indicating participation and planning efforts with subsequent amendments.
- In 2014, an Operations and Maintenance Agreement was signed by SAWPA with RivCo Parks for development of the SART from below Prado Dam to the Green River Golf Course for 25 years upon completion of construction.
- SAWPA provides feedback in the planning efforts with RivCo Parks for Phase 6 to preserve SAWPA access for Brine Line maintenance and repairs.



# Santa Ana River Trail (Cont.)

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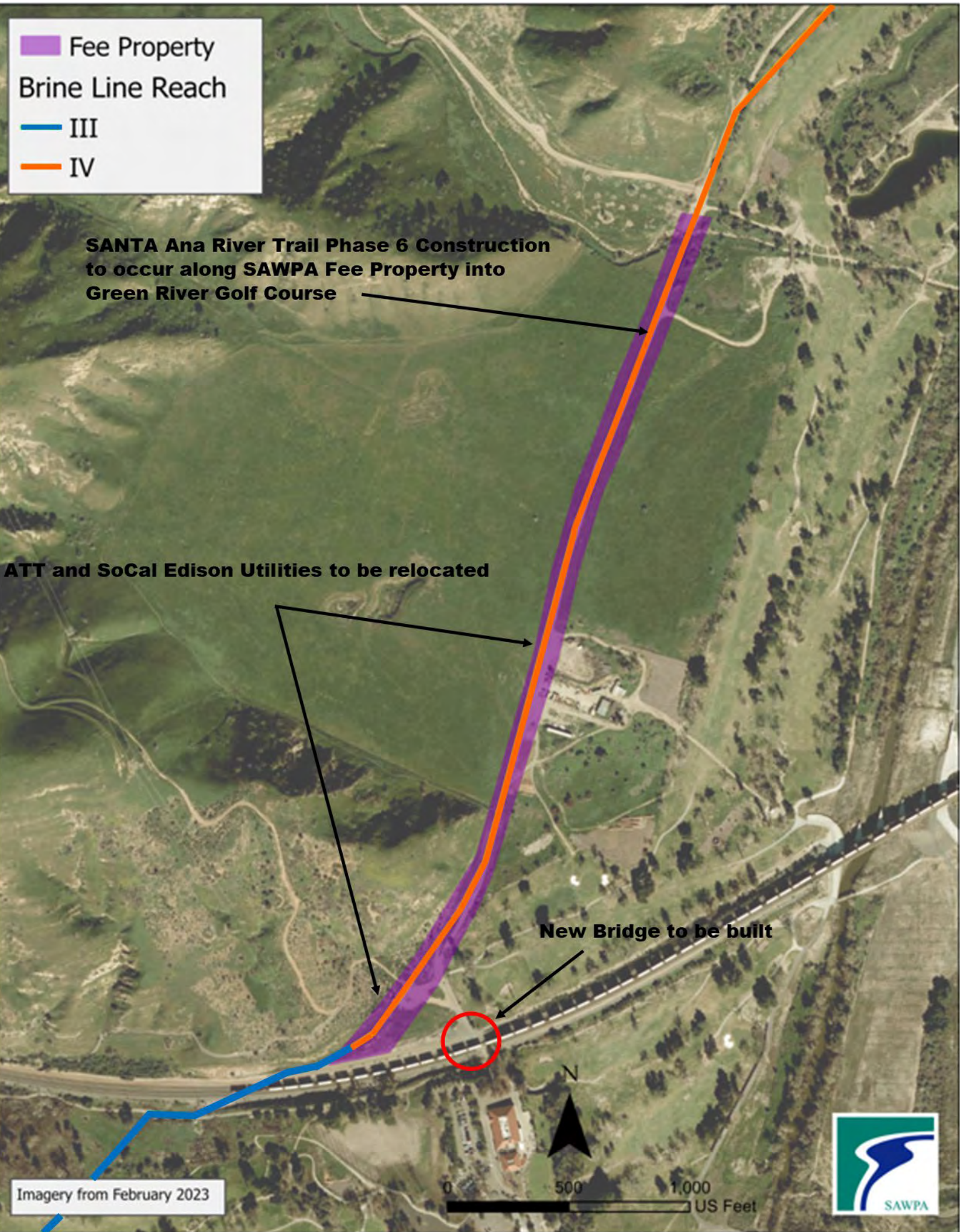
- To accommodate the SART and the railway bridge crossing, Southern California Edison and AT&T have requested a license agreement to relocate their utility infrastructures in SAWPA's property.















SAWPA Owned Fee Property

SoCal Edison Proposed Above-Ground Facilities

ATT Proposed Under-Ground Facilities

- AT&T is proposing to remove poles and relocate facilities underground in a northeasterly direction on SAWPA fee property (Blue).
- Socal Edison is proposing to relocate poles on SAWPA property strictly above ground (Red).

# License Agreements

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That the Project Agreement PA 24 Committee (PA 24) consider a request from AT&T and Southern California Edison to relocate their utilities in SAWPA's property in support of the Santa Ana River Trail and direct Staff to prepare a License Agreement with AT&T and Southern California Edison for approval by PA 24 at a future meeting.



# Questions?

---

Daniel Vasquez  
Santa Ana Watershed Project Authority  
Office (951) 354-4220 | Cell (951) 555-1234  
emailaddress@sawpa.org  
sawpa.gov



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## PA 24 COMMITTEE MEMORANDUM NO. 2024.9

**DATE:** April 2, 2024

**TO:** Project Agreement 24 Committee  
(Inland Empire Brine Line)

**SUBJECT:** CARB Clean Fleet Regulatory Compliance

**PREPARED BY:** Daniel Vasquez, Operations Manager

### RECOMMENDATION

Receive and file.

### DISCUSSION

SAWPA currently owns and maintains six (6) vehicles, as outlined in Table 1, for the operation and maintenance activities of the Brine Line. The fleet vehicles consist of four (4) work trucks, one (1) van for sampling and one (1) mid-size SUV for minor operation and maintenance activities. To maintain an adequate and dependable fleet of vehicles, they are typically replaced at either 100,000 miles or by age of ten years whichever occurs first and according to condition and reliability. One (1) work truck will be replaced during the current budget cycle. SAWPA requires its work trucks to have 4-wheel drive(4X4) and a minimum towing capacity of 9000 lbs. to properly service the Brine Line.

Beginning in 2027, small government agencies (10 or fewer vehicles) will be required by the California Air Resources Board (CARB) to ensure 100% of all new vehicle fleet purchases are zero-emission electric vehicles (ZEV). This rule was adopted by CARB on April 28, 2023, to support Governor Gavin Newsom's Executive Order N-79-20. An additional option presented by CARB's new rule would be to follow the ZEV Fleet Milestones option in lieu of waiting to comply by 2027. State and local government fleets may purchase either ZEV, or near ZEVs, or a combination of both, until 2035. Beginning in 2035, only ZEVs will meet CARB requirements. Adopting the Milestone option is to commit to replacing a certain percentage of the existing fleet according to Table 2 and does not merely govern new purchases.

Table 1: Current Fleet vehicles.

Make/Model	Year	Mileage	Towing Capacity	Gross Vehicle Weight Rating	Estimated Year of Replacement
Ford F250 4x4	2017	80861	12900	10000	2026
Ford F350 4x4	2019	26836	12600	11300	2029
Ford F550 4x4	2014	84586	16000	19500	2026
GMC Sierra 2500 4x4	2013	94133	9900	9500	2024
Ford Escape	2011	81871	N/A	2490	2027
Nissan NV2500	2018	34630	N/A	9100	2028

Table 2: Milestone Option for compliance

<b>ZEV Fleet Milestones by Milestone Group and Year</b>					
Percentage of vehicles that must be zero-emission	10%	25%	50%	75%	100%
<b>Milestone Group 2: Work trucks, day cab tractors, buses with three axles</b>	<b>2027</b>	<b>2030</b>	<b>2033</b>	<b>2036</b>	<b>2039 and beyond</b>

**Regulatory requirements of note**

1. SAWPA must begin reporting through the CARB TRUCRS (CARB online registration system) reporting platform by April 1, 2024.
2. As a local government with a small fleet (fewer than 10 vehicles), SAWPA is not required to begin purchasing ZEV until 2027 (at which time it immediately becomes 100% of new purchases must be ZEV).
3. SAWPA may elect the milestone compliance option at any time until January 1, 2030. Once elected, SAWPA may not switch back to the earlier compliance pathway. The milestone percentages (as properly rounded) apply to fleet population and not to new fleet purchases.
4. Vehicles designated as backup vehicles (vehicles that are driven fewer than 1,000 miles per year) are exempt from ZEV compliance. These backup vehicles must be designated in TRUCRS at the beginning of the compliance year and reconfirmed as a backup annually.

**Operational necessities for Brine Line Fleet Service Trucks**

1. Day to day Brine Line operations require an average of 45 miles per day per vehicle. This range of drivability could be as much as 150-200 miles per day.
2. The Brine Line includes certain sections in difficult to reach areas near the Santa Ana River, it's tributaries and within the Prado Basin inundation area. During inclement weather conditions or during the wet seasons, serviceability or emergency response may be hindered by water, mud, and vegetation. For this reason, every service truck requires 4-wheel drive. Figure 1 is an image of the road conditions along the Prado access road.
3. The ability to respond immediately to an emergency according to our Spill Emergency Response Plan is a requirement of the State of California. For this reason, Service Trucks are to maintain high fuel levels.
4. The ability to drive to any multiple parts of the 73-mile Brine Line in an emergency to prevent and respond to spills while towing upwards of 16,000 lbs by trailer.



*Figure 1 Image of Access Road conditions within the Prado Dam Inundation Area*

### **ZEV Medium and Heavy-Duty Truck Concerns of Note**

1. SAWPA work trucks need to have off road capabilities with 4-wheel drive due to the terrain where Brine Line infrastructure exists. 4-wheel drive ZEV options are either very limited or not available now. All-wheel drive options may be substituted but are not ideal due to the mud and potentially flooded nature of the terrain.
2. Battery range on ZEV pickup trucks are manufacturer estimates. Battery range will be much lower when towing heavy loads.
3. Market availability of similar vehicles is very limited. Waitlists and reservations exist for most medium to heavy duty truck options. A sample of ZEV trucks that are available or estimated to be available are shown in Table 3.
4. The towing capabilities of available ZEV trucks with the largest ranges have substantially lower towing capacities than what is currently used.
5. To maintain high responsiveness to spills and other emergencies, SAWPA would require the ability to charge batteries very quickly and at any time to adequately respond. SAWPA does not currently have the charging infrastructure to support such capabilities. Efforts to estimate future charging infrastructure upgrades are ongoing. Upgrade costs to fully



support the fleet may range into the hundreds of thousands of dollars given the current infrastructure.

*Table 3: Sample of available ZEV Trucks*

<b>Model</b>	<b>Cost Estimation</b>	<b>GVWR Estimation</b>	<b>Max Towing Capacity Estimation</b>	<b>Miles per charge Estimation (No tow)</b>	<b>All Wheel Drive</b>	<b>4WD</b>	<b>Availability</b>
2024 Hummer EV 2x Pickup e4WD	\$109,335.00	10550	7500	329	Yes	No	Available
2024 Sierra EV Denali Edition 1	\$107,000.00	N/A	9500	400	Yes	No	Summer 2024-Reservation Only
2024 Chevrolet Silverado EV	\$106,000.00	5553	8400	450	Yes	No	Summer 2024-Reservation Only
Superwolf	\$66,000	N/A	6724	275	Yes	No	TBD
EF1-TP Super	N/A	N/A	11000	450	Yes	No	TBD
2025 Ram 1500 REV	\$85,000.00	7500	14000	500	Yes	No	Q4 2024

### **Potential Future Budgetary Impacts**

It is recommended that SAWPA elect to stay on the default compliance path which requires all new purchases after 2027 to be ZEV. SAWPA may still consider the milestone option in the future if regulations or other conditions change. Caution is warranted with the milestone option as it requires percentages of the fleet to be ZEV even if there are no new purchases. In addition, the milestone option is irrevocable once elected. SAWPA will register all current fleet vehicles in TRUCRS on April 1<sup>st</sup>.

The current obstacles to purchasing new ZEV service trucks to perform existing service truck operations are substantial. Availability is very low, the charging infrastructure necessary to support fast charging for emergency operations is expensive, the available towing capacities are markedly lower, tow load drive distance is very limited, and the all-wheel drive options are not identical to current 4-wheel drive capabilities.

Therefore, it is further recommended that SAWPA invest in replacing most or all of it's fleet vehicles before 2027. If SAWPA elects to do this, SAWPA may elongate the remaining useful life of its combustion engine vehicles while the ZEV market continues to develop. In addition, this method would allow SAWPA to develop the necessary charging infrastructure to support the

future ZEV fleet. According to CARB, vehicles not in use could be considered ‘backup vehicles’ for emergency use so long as they do not exceed 1,000 miles per year. SAWPA could then use its existing fleet until the remaining useful life is expended. The remaining challenge would be maintaining and storing these vehicles until existing fleet trucks expend their useful life. A long-term storage location would need to be determined. It is recommended to explore establishing such an agreement with one of SAWPA’s member agencies.

It is estimated that this could prolong, within the existing regulation, the use of combustion engine service trucks until at least 2035. The potential benefits of following this recommendation include avoiding manufacturer defects, especially in the first few years of Advanced Clean Fleet compliance, as well as maintaining the necessary capability for operational and emergency response for the Brine Line.

Table 4 shows the estimated cost to replace SAWPA’s fleet vehicles prior to 2027.

*Table 4: Estimation of fleet replacement costs*

<b>Model</b>	<b>Cost Estimation</b>	<b>GVWR</b>	<b>Towing Capacity Estimation</b>	<b>Terrain</b>
<b>2024 Ford F250 4x4</b>	\$85,000.00	11400	14000-22000	4WD
<b>2025 Ford F250 4x4</b>	\$85,000.00	11400	14000-22001	4WD
<b>2024 Ford F350 4x4</b>	\$115,000.00	14000	14000 - 27000	4WD
<b>2024 Ford F550 4x4</b>	\$100,000.00	19500	17500	4WD
<b>2024 Nissan NV2500</b>	\$45,000.00	8500	N/A	N/A
<b>Total Cost Estimation</b>	<b>\$430,000.00</b>			

**Next Steps**

Staff will continue to monitor CARB requirements for modifications, extensions or exemptions as well as market availability and performance of Zero-Emission Vehicles. In addition, staff is currently researching the necessary future charging infrastructure and will provide PA 24 updates as more information becomes available.

**RESOURCE IMPACTS**

Funds for Engineering and Operations staff time dedicated to CARB compliance is budgeted in FY24 and FY25 Fund 240 (Brine Line Enterprise). The cost to purchase and replace one vehicle is included in the FY 24 and FY 25 Budget. Costs of purchasing additional vehicles would be evaluated and included in a future budget.

Attachments:

1. Presentation

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# **CARB Advanced Clean Fleet Regulatory Compliance**

PA 24 Committee

Item No. 6.B

Daniel Vasquez

Manager of Operations

April 2, 2024

# Background

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- Beginning in 2027, small government agencies (10 or fewer vehicles) will be required by California Air Resources Board (CARB) to ensure 100% of all new vehicle fleet purchases are zero-emission electric vehicles (ZEV).
- This rule was adopted by CARB on April 28, 2023, to support Governor Gavin Newsom's Executive Order N-79-20
- Update to PA – 24 in August 2023 to explore options
  - 100% of all new Brine Line vehicle purchases are EV's starting 2027
  - Milestone Option – Replace Brine Line vehicle fleet according to milestone schedule
  - Purchase all new combustion engine vehicles prior to 2027, and EV's thereafter

# Existing Fleet

Make/Model	Year	Mileage	Towing Capacity	Gross Vehicle Weight Rating
Ford F250 4x4	2017	80,861	12,900	10,000
Ford F350 4x4	2019	26,836	12,600	11,300
Ford F550 4x4	2014	84,586	16,000	19,500
GMC Sierra 2500 4x4	2013	94,133	9,900	9,500
Ford Escape	2011	81,871	N/A	2,490
Nissan NV2500	2018	34,630	N/A	9,100

SAWPA has historically replaced service trucks every 10 years, every 100,000 miles or with the advent of significant non routine maintenance, whichever occurs first.

# Milestone Option

ZEV Fleet Milestones by Milestone Group and Year					
% of vehicles that must be ZEV	10%	25%	50%	75%	100%
Milestone Group 2: Work trucks, day cab tractors, buses with three axles	<b>2027</b>	<b>2030</b>	<b>2033</b>	<b>2036</b>	<b>2039 and beyond</b>
Number of existing fleet vehicles that would need to be replaced with new purchase ZEV	1	1	1	2	1

Adopting the Milestone option is to commit to replacing a certain percentage of the existing fleet according to the table and does not merely govern new purchases.

# ZEV Medium and Heavy-Duty Truck Concerns

SAWPA work trucks need to have off road capabilities with 4-wheel drive

Battery range on ZEV pickup trucks will be much lower when towing heavy loads

SAWPA would require the ability to charge batteries very quickly and at any time to respond to spills

# ZEV Medium and Heavy-Duty Truck Concerns (Cont.)

Upgrade costs for fast charging infrastructure is estimated to be substantial.

4-Wheel Drive options are very limited

All Wheel Drive options are not ideal for off road capabilities.



# 4-Wheel Drive is Necessary





# 4-Wheel Drive is Necessary





# Existing Fleet Remaining Useful Life

Make/Model	Year	Current Mileage	Estimated Mileage 1/1/2027	Age of Vehicle 2027	Estimated Year of Replacement
Ford F250 4x4	2017	80,861	121,291	10 Years	2026
Ford F350 4x4	2019	26,836	46,963	8 Years	2029
Ford F550 4x4	2014	84,586	109,962	13 years	2026
GMC Sierra 2500 4x4	2013	94,133	119,805	11 years	2024
Ford Escape	2011	81,871	100,764	16 years	2027
Nissan NV2500	2018	34,630	51,945	9 years	2028

## Estimation of Fleet Replacement Costs prior to 2027

Model	Cost Estimation	GVWR	Towing Capacity Estimation	Terrain
2024 Ford F250 4x4	\$85,000.00	11400	14000-22000	4WD
2025 Ford F250 4x4	\$85,000.00	11400	14000-22001	4WD
2024 Ford F350 4x4	\$115,000.00	14000	14000 - 27000	4WD
2024 Ford F550 4x4	\$100,000.00	19500	17500	4WD
2024 Nissan NV2500	\$45,000.00	8500	N/A	N/A
<b>Total Cost Estimation</b>	<b>\$430,000.00</b>			

# Summary

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- Stay on the default compliance path which requires all new purchases after 2027 to be ZEV
  - Milestone option can be selected at anytime
- Invest in replacing most of the Brine Line fleet vehicles before 2027 in next Budget cycle
  - Maintain ability to adequately operate and maintain the Brine Line and respond to emergencies
  - Extends the remaining useful life of its combustion engine vehicles while the ZEV market continues to develop
  - Allow SAWPA to develop the necessary charging infrastructure to support the future ZEV fleet

# Next Steps

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- Continue to monitor CARB requirements for modifications, extensions, or exemptions to current requirements
- Continue to monitor market availability and performance of ZEV
- Research necessary future charging infrastructure for ZEV fleet vehicles
- Provide PA 24 Committee updates as more information becomes available



**Questions?**

# Thank You

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**Santa Ana Watershed Project Authority  
PA24 - Brine Line - Financial Report  
January 2024**

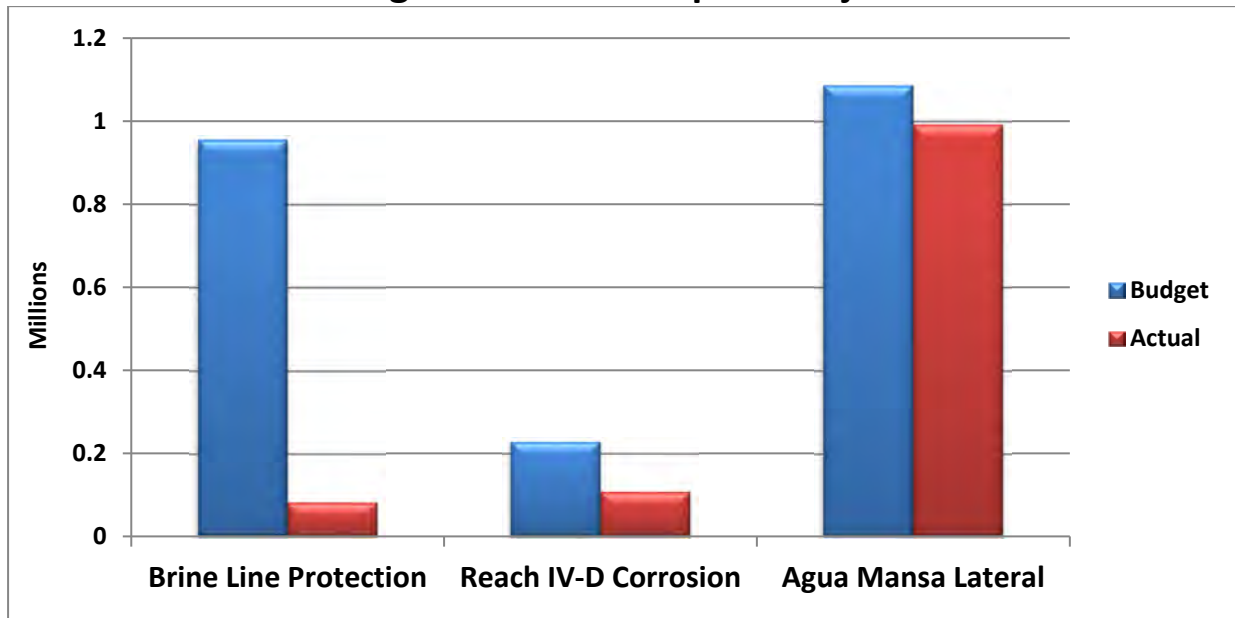
*Staff comments provided on the last page are an integral part of this report.*

<b>Overview</b>	This report highlights the Brine Line’s key financial indicators for the Fiscal Year-to-Date (FYTD) through January 2024 unless otherwise noted.
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**Brine Line - Capital Projects**

<b>Budget to Actual – Capital Projects</b>				<b>Concern</b>
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Brine Line Protection	\$ 1,639,115	\$956,150	\$82,765	\$873,385
Reach IV-D Corrosion	391,577	228,420	108,572	119,848
Agua Mansa Lateral	1,862,445	1,086,426	991,683	94,743
<b>Total Capital Costs</b>	<b>\$3,893,137</b>	<b>\$2,270,996</b>	<b>\$1,183,020</b>	<b>\$1,087,976</b>

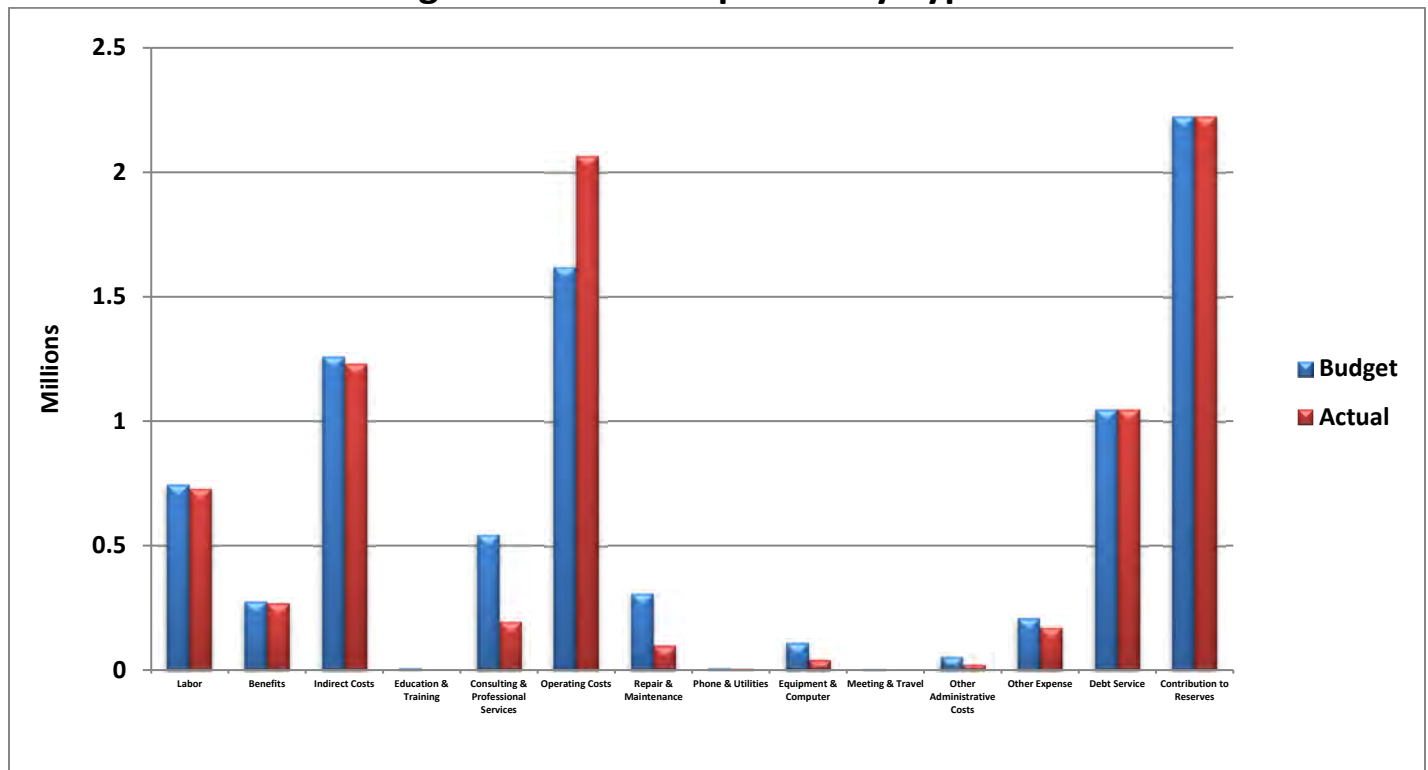
**Budget to Actual - Capital Projects**



## Brine Line – Operating

Budget to Actual - Expenses by Type				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,274,437	\$743,422	\$726,655	\$16,767
Benefits	467,548	272,736	266,682	6,054
Indirect Costs	2,155,749	1,257,523	1,229,500	28,023
Education & Training	14,500	8,458	-	8,458
Consulting & Prof Svcs	930,000	542,500	196,409	346,091
Operating Costs	2,776,349	1,619,537	2,066,793	(447,256)
Repair & Maintenance	525,080	306,297	99,595	206,702
Phone & Utilities	12,000	7,000	5,564	1,436
Equip & Computers	188,706	110,079	42,963	67,116
Meeting & Travel	7,000	4,083	520	3,563
Other Admin Costs	89,915	52,450	23,521	28,929
Other Expense	355,551	207,405	169,959	37,446
Debt Service	1,709,476	1,044,273	1,044,273	-
Contribution to Reserves	2,225,309	2,225,309	2,225,309	-
<b>Total</b>	<b>\$12,731,620</b>	<b>\$8,401,072</b>	<b>\$8,097,743</b>	<b>\$303,329</b>

### Budget to Actual - Expenses by Type



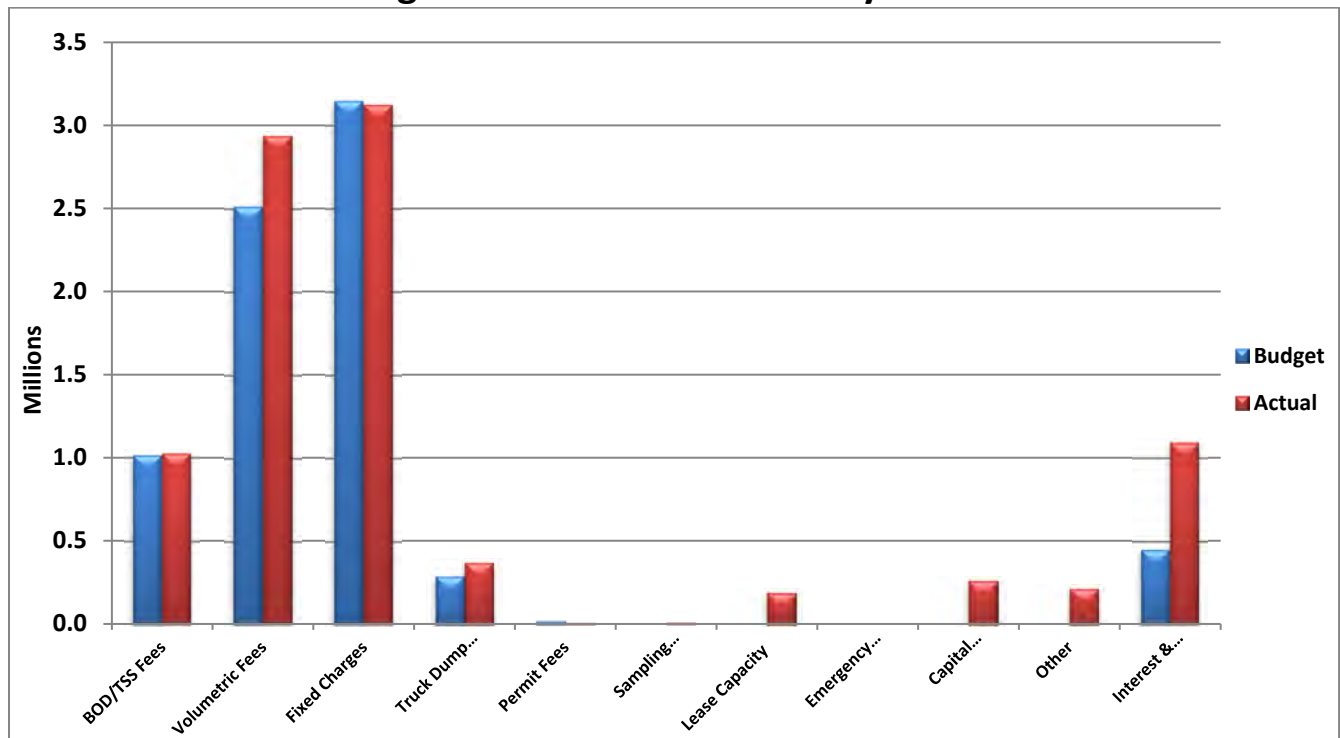
## Budget to Actual - Revenues by Source



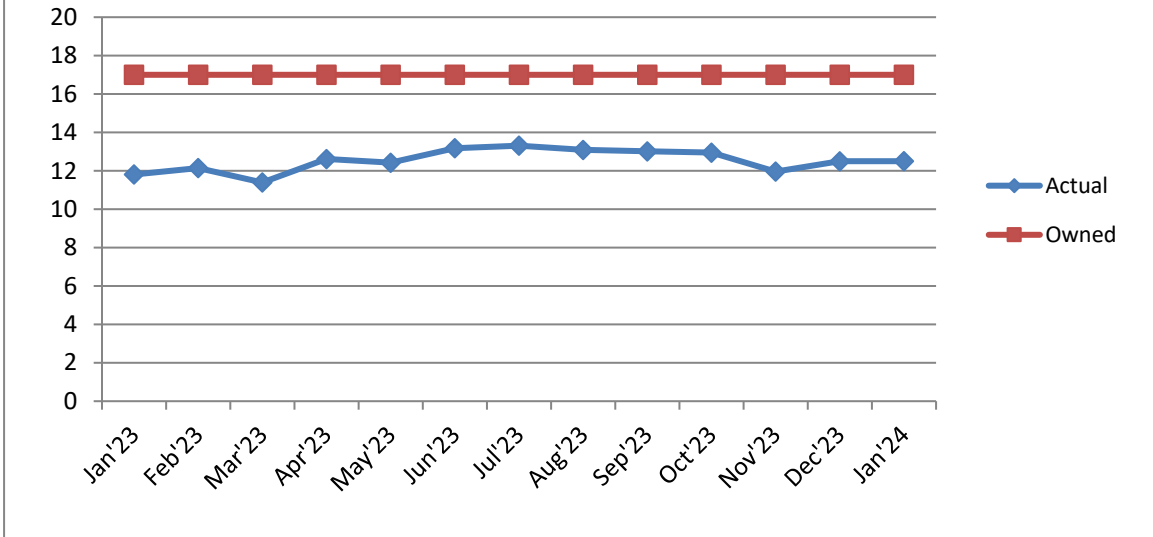
**Favorable**

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$1,738,500	\$1,014,125	\$1,023,723	\$9,598
Volumetric Fees	4,308,095	2,513,055	2,939,853	426,798
Fixed Charges	5,396,025	3,147,681	3,124,047	(23,634)
Truck Dump Fees	492,400	287,233	368,204	80,971
Permit Fees	26,600	15,517	7,900	(7,617)
Sampling Surcharge	-	-	7,484	7,484
Lease Capacity Revenue	-	-	186,834	186,834
Emergency Discharge Fees	-	-	567	567
Use of Reserves	-	-	-	-
Capital Contributions - RBF	-	-	260,432	260,432
Other Revenue	-	-	210,244	210,244
Interest & Investments	770,000	449,167	1,092,640	643,473
<b>Total</b>	<b>\$12,731,620</b>	<b>\$7,426,778</b>	<b>\$9,221,928</b>	<b>\$1,795,150</b>

## Budget to Actual - Revenues by Source



### Average Daily Flow by Month



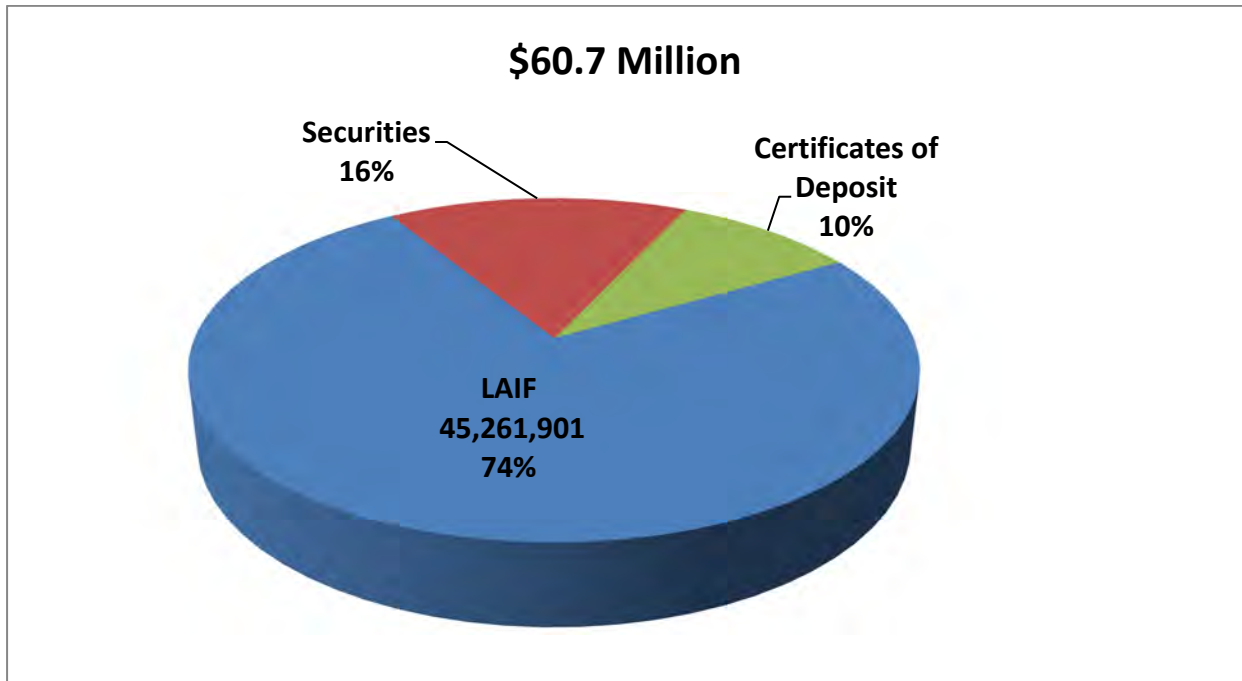
### Total Discharge by Agency (in million gallons)

Discharger	Jul'23	Aug'23	Sep'23	Oct'23	Nov'23	Dec'23	Total
Chino Desalter Authority	112.9255	98.9731	115.9900	100.2035	100.3549	122.5894	651.0364
Eastern Municipal Water District	118.6649	113.3889	120.1618	103.9813	94.6151	119.3859	670.1979
Inland Empire Utilities Agency	14.0668	13.8985	13.1309	13.2450	13.5089	13.9267	81.7768
San Bernardino Valley MWD	45.5391	45.0113	43.0704	44.7854	44.5283	45.3451	268.2796
Western Municipal Water District	129.1791	128.7686	119.3664	109.8389	105.7687	107.9789	700.9006
SAWPA Adjustment	2.0000	2.5000	1.5000	0.0000	0.0000	0.0000	6.0000
Truck Discharge	3.3964	3.0670	3.0422	3.3005	2.9823	3.1076	18.8960
<b>Total</b>	<b>425.7718</b>	<b>405.6074</b>	<b>416.2617</b>	<b>375.3546</b>	<b>361.7582</b>	<b>412.3336</b>	<b>2,397.0873</b>

Discharger	Jan'24	Feb'24	Mar'24	Apr'24	May'24	Jun'24	Total
Chino Desalter Authority	100.8655						751.9019
Eastern Municipal Water District	88.6661						758.8640
Inland Empire Utilities Agency	12.8018						94.5786
San Bernardino Valley MWD	43.6713						311.9509
Western Municipal Water District	113.9276						814.8282
SAWPA Adjustment	0.0000						6.0000
Truck Discharge	3.1975						22.0935
<b>Total</b>	<b>363.1298</b>						<b>2,760.2171</b>







## Total Cash & Investments



## Reserve Fund Balance

	Amount
Debt Retirement	\$2,951,490
Pipeline Replacement & Capital Investment	34,225,359
OC San Pipeline Rehabilitation	2,823,097
Pipeline Capacity Management	12,552,108
OC San Future Treatment & Disposal Capacity	1,921,768
Brine Line Operating	2,219,372
Brine Line Operating Cash	4,014,494
<b>Total Reserves</b>	<b>\$60,707,688</b>

## Legend

		<u>Compared to Budget</u>
	Ahead or Favorable	Above +5% Favorable Revenue or Expense Variance
	On Track	+5% to -2% Variance
	Behind	-3% to -5% Variance
	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.

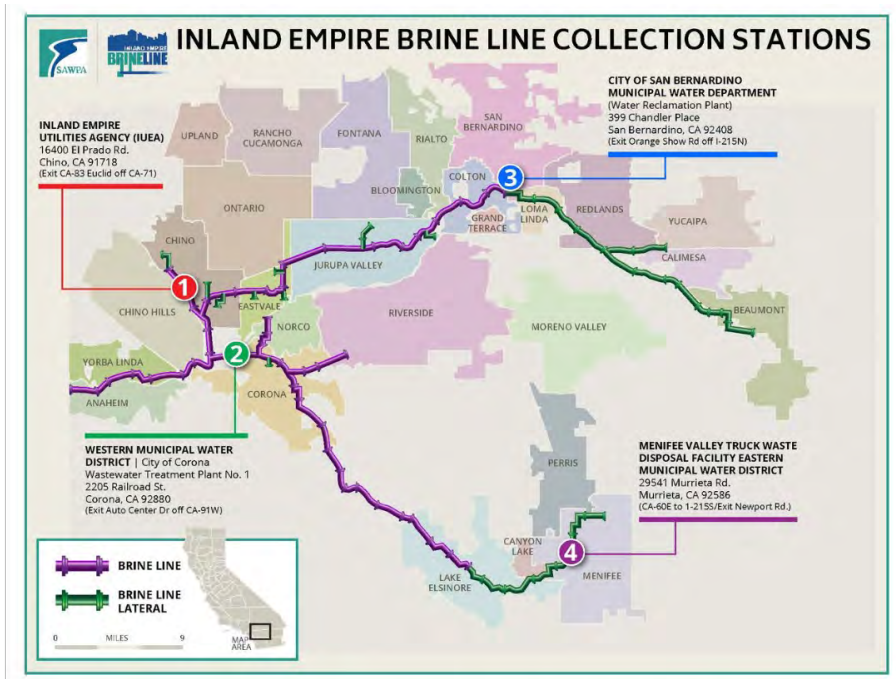
Capital Projects are 47.9% below budget. It is expected that they will be on target by the end of the year.



Santa Ana Watershed Project Authority | 11615 Sterling Avenue, Riverside, CA 92503 | sawpa.gov

## SAWPA Unveils New Inland Empire Brine Line Outreach Materials

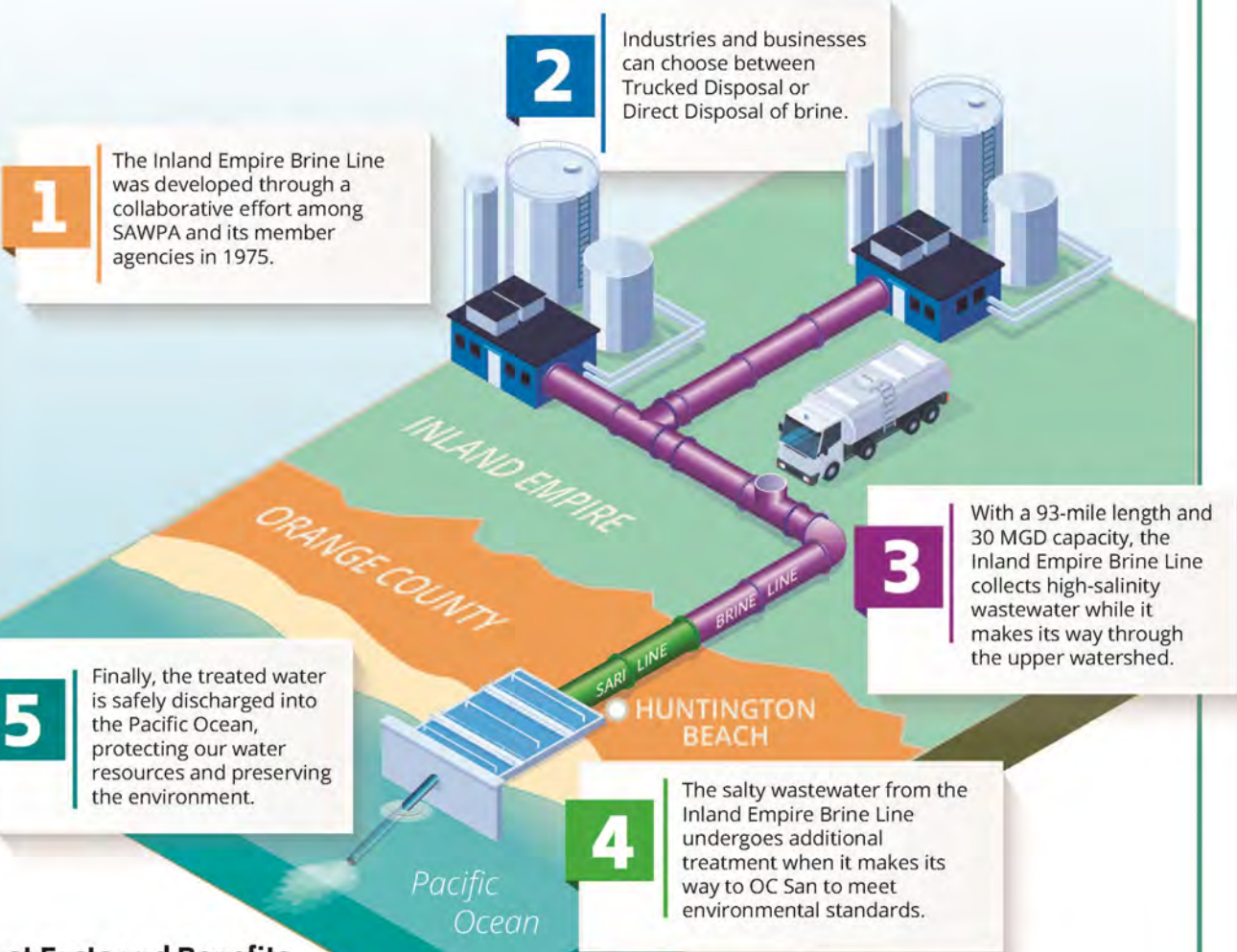
SAWPA Communications has developed enhanced marketing and outreach materials for the Inland Empire Brine Line as part of ongoing efforts to revamp the Inland Empire Brine Line marketing plan. New outreach material includes an infographic flyer, a collection station map, and a newly updated Inland Empire Brine Line map. The comprehensive collateral package is strategically designed to broaden the customer base, enhance brand identity, and boost awareness of the Inland Empire Brine Line.





# INLAND EMPIRE BRINE LINE: Managing Salty Wastewater for a Sustainable Future

The Inland Empire Brine Line, created by SAWPA, offers a cost-effective method for salty wastewater disposal, ensuring water quality and regulatory compliance while emphasizing SAWPA's dedication to sustainability and water resource protection.



### Fast Facts and Benefits

Removes 500,000 pounds of salt per day

Promotes water conservation and protects ecosystems

Supports the region's economic and social well-being