



SAWPA

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

This meeting will be conducted in person at the addresses listed below. As a convenience to the public, members of the public may also participate virtually using one of the options set forth below. Any member of the public may listen to the meeting or make comments to the Committee using the call-in number or Zoom link below. 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.

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
• https://sawpa.zoom.us/j/81322176262	• 1 (669) 900-6833
• Meeting ID: 813 2217 6262	• Meeting ID: 813 2217 6262

REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE TUESDAY, DECEMBER 3, 2024 – 10:00 A.M.

(or immediately following the 9:30 a.m. SAWPA Commission meeting)

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

and

JW Marriott Desert Springs
74-855 Country Club Drive, Room #483
Palm Desert, CA 92260

Committee Members

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

AGENDA

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (Mike Gardner, Vice 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 with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, December 2, 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: NOVEMBER 5, 2024**.....5
Recommendation: Approve as posted.

6. COMMITTEE DISCUSSION/ACTION ITEMS

- A. **AGREEMENT TO PURCHASE TREATMENT AND DISPOSAL CAPACITY RIGHTS (PA24#2024.24)**9

Presenter: David Ruhl

Recommendation: To authorize the General Manager to execute a Treatment and Disposal Capacity Purchase Agreement with San Bernardino Valley Municipal Water District (Valley District), subject to minor, non-substantive changes contingent on concurrence by legal counsel.

- B. **LICENSE AGREEMENT WITH AT&T (PA24#2024.25)**29

Presenter: Daniel Vasquez

Recommendation: To authorize the General Manager to execute a License Agreement with AT&T to remove existing telecommunication poles and install a new telecommunication conduit in SAWPA's fee property on Reach IV.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

- A. **BRINE LINE FINANCIAL REPORT – SEPTEMBER 2024**57
Presenter: Karen Williams

- B. **FINANCIAL REPORT FOR THE INLAND EMPIRE BRINE LINE ENTERPRISE/CIP FOR THE FIRST QUARTER ENDING SEPTEMBER 30, 2024**63
Presenter: Karen Williams

- C. **GENERAL MANAGER REPORT**
Presenter: Jeff Mosher

- D. **COMMITTEE MEMBERS COMMENTS**

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

8. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

9. CLOSED SESSION

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

10. ADJOURNMENT

PLEASE NOTE:

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

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

Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on November 27, 2024, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office, 11615 Sterling Avenue, Riverside, California.

2025 Project Agreement 24 Committee Regular Meetings

Inland Empire Brine Line

First Tuesday of Every Month

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

January 1/7/25 Regular Committee Meeting	February 2/4/25 Regular Committee Meeting
March 3/4/25 Regular Committee Meeting	April 4/1/25 Regular Committee Meeting
May 5/6/25 Regular Committee Meeting	June 6/3/25 Regular Committee Meeting
July 7/1/25 Regular Committee Meeting	August 8/5/25 Regular Committee Meeting
September 9/2/25 Regular Committee Meeting	October 10/7/25 Regular Committee Meeting
November 11/4/25 Regular Committee Meeting	December 12/2/25 Regular Committee Meeting

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PROJECT AGREEMENT 24 COMMITTEE
Inland Empire Brine Line
REGULAR MEETING MINUTES
November 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
Joe Mouawad, Eastern Municipal Water District Governing Board
Jasmin A. Hall, Inland Empire Utilities Agency Governing Board

COMMITTEE MEMBERS ABSENT

None.

ALTERNATE COMMITTEE MEMBERS PRESENT [Non-Voting]

Gil Botello, San Bernardino Valley Municipal Water District Governing Board

STAFF PRESENT

Jeff Mosher, Karen Williams, David Ruhl, Dean Unger, John Leete, Sara Villa, Marie Jauregui

OTHERS PRESENT

Andrew D. Turner, Lagerlof, LLP; Derek Kawaii, Western Municipal Water District; Robert Ennis, Riverside Public Utilities; Ben Orosco

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE

The Regular Meeting of the PA 24 Committee was called to order at 10:36 a.m. by Chair T. Milford Harrison on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, CA 92503.

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 items to added or deleted.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: OCTOBER 1, 2024

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

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

6. COMMITTEE DISCUSSION/ACTION ITEMS

A. REACH IV CONDITION ASSESSMENT FINAL REPORT (PA24#2024.22)

Daniel Vasquez provided a presentation on the Reach IV Condition Assessment Final Report, contained in the agenda packet on pages 13-18. Mr. Vasquez provided an update on the final report. Earlier in the year, draft findings were presented, and the final findings were presented to the PA 24 Committee in July and reviewed by Member Agency staff, with no comments received. The assessment involved extensive CCTV inspections and testing of three maintenance access structures. The key takeaway is that no major issues were found, and no immediate pipe renewal actions are necessary. The structural integrity of the pipes appears solid, with no expected failure within the next 20 years. However, further inspections in the midterm and at a 10-year period will help refine long-term recommendations. A question was asked as to what flow rates and concentration of TDS are assumed in the analysis. Mr. Vasquez noted that we are anticipating the TDS it is going to stay relatively stable or increase in the next ten (10) years, although in the Master Plan it is anticipated to look at these trends and the capital investments that need to take place. Next fiscal year it is anticipated that staff will bring forward an RFP to develop a specification for monitoring and it will include TDS as one of the components to monitor. Committee Member Mouawad expressed that Condition Assessment document is a good report, and it is reassuring to see the pipe is in good condition and that no immediate rehabilitation is required.

This item is to receive and file; no action was taken on agenda item no. 6.A.

B. SEWER SYSTEM MANAGEMENT PLAN 2024 AUDIT FINAL REPORT FINDINGS (PA24#2024.23)

Daniel Vasquez provided a presentation on the Sewer System Management Plan (SSMP) 2024 Audit Final Report Findings, contained in the agenda packet on pages 43-51. The SSMP is a collection of documents outlining how the sewer collection system is managed, ensuring compliance with state regulations, particularly the Waste Discharge Requirements (WDR). In December 2022, the state reissued the WDR, introducing new requirements. Some requirements needed immediate implementation, while others could be addressed on the normal updated schedule. The SSMP is required to be updated every six years, with the next update due in May 2025.

An internal audit was conducted, with findings showing that most categories were either "adequate" or "good." However, there were areas that were identified for improvement, particularly in legal authority, system evaluation, and monitoring. The audit also revealed areas out of compliance with the 2019 SSMP that need to be addressed before the 2025 update. Key recommendations for improvement include creating a tracking system for SSMP element updates, ensuring all relevant contractors and employees are trained on SSMP requirements, coordinating with local stormwater systems in case of spills, and updating the SSMP to include required maps and performance analyses. Additionally, the legal authority

section of the SSMP must be updated to reflect responsibilities related to the Multi-Jurisdictional Pretreatment Agreement.

The next steps involve updating the SSMP in-house to address audit findings, reviewing the draft for approval, and ensuring the updated SSMP is submitted to the state by the May 2025 deadline. It was questioned whether the tracking system and central repository database being implemented for the SSMP would only apply to the SSMP itself or if it would also include the brine line system. Mr. Vasquez noted that the tracking system is primarily for the SSMP and its elements, but it will include the brine line system to the extent that it involves documentation required for SSMP compliance. This could include records such as training documentation, cleaning records, and any other materials necessary for audit compliance with the state.

This item is to receive and file; no action was taken on agenda item no. 6.B.

7. INFORMATIONAL REPORTS

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

A. BRINE LINE FINANCIAL REPORT – AUGUST 2024

B. GENERAL MANAGER REPORT

Jeff Mosher reported that the Master Plan is anticipated to be brought forward to the PA 24 Committee in January as a final report.

C. COMMITTEE MEMBERS COMMENTS

There were no Committee Member comments.

D. CHAIR’S COMMENTS/REPORT

There were no comments/reports from the Chair.

8. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests for future Agenda items.

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 10:58 a.m.

Approved at a Regular Meeting of the Project Agreement 24 Committee on December 3, 2024.

T. Milford Harrison, Chair

Attest:

Sara Villa, Clerk of the Board

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PA 24 COMMITTEE MEMORANDUM NO. 2024.24

DATE: December 3, 2024

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

SUBJECT: Agreement to Purchase Treatment and Disposal Capacity Rights

PREPARED BY: David Ruhl, Executive Manager of Engineering and Operations

RECOMMENDATION

That the Project Agreement 24 Committee authorize the General Manager to execute a Treatment and Disposal Capacity Purchase Agreement with San Bernardino Valley Municipal Water District (Valley District), subject to minor, non-substantive changes contingent on concurrence by legal counsel.

DISCUSSION

Yucaipa Valley Water District (YVWD) discharges RO concentrate from the Wochholz Regional Water Recycling Facility (Facility) to the Brine Line. YVWD is expanding their Facility and has requested from SAWPA through Valley District to purchase 0.505 million gallons per day (MGD) of Treatment and Disposal Capacity Right (Capacity). Facility expansion is expected to be completed in December 2026.

The Wastewater Treatment and Disposal Agreement (1996 Agreement) between Orange County Sanitation District (OC San) and SAWPA provides the terms and conditions for SAWPA to acquire Capacity in OC San's treatment facilities up to 30 MGD, including language that Capacity shall be purchased when the flow exceeds the existing owned Capacity. Currently, SAWPA owns 17 MGD of Capacity and discharges to OC San an annual daily average flow of 12.2 MGD. In September 2024, in response to a request from SAWPA, OC San confirmed that per the 1996 Agreement, additional Capacity is not available for sale until SAWPA's brine discharge to OC San exceeds the currently owned Capacity.

SAWPA staff estimates that it will be several years before the Brine Line flow to OC San exceeds 17 MGD, allowing for the purchase of additional Capacity. The recently completed draft Brine Line Master Plan shows the Brine Line may exceed the currently owned 17 MGD Capacity in the next 5 to 10 years, depending on the timing of future projects.

At the October 2024 PA 24 Committee meeting, SAWPA staff presented an approach for SAWPA to sell Capacity to Valley District to meet the Capacity needs of YVWD. The approach would require SAWPA to sell Capacity to Valley District/YVWD upon execution of an agreement. When the Brine Line monthly average flow exceeds 17 MGD, SAWPA would use these funds to purchase additional Capacity from OC San. At the October 2024 General Manager's (GM) meeting, staff presented to the GM's a procedure for SAWPA to sell Capacity to Member Agencies when Capacity is not for sale from OC San. The GM's reviewed the procedure and thought it was appropriate. Based on these procedures, the attached capacity purchase agreement was prepared by Valley District and SAWPA staff and reviewed by their legal counsels.

The capacity purchase agreement contains the following pertinent points:

- Valley District acquires a Capacity right of 0.505 MGD at a wastewater strength of 20 mg/L Biological Oxygen Demand (BOD) and 20 mg/L of Total Suspended Solids (TSS), also expressed as 84.23 lbs/day BOD and 84.23 lbs/day TSS.
- The Calculated Purchase Price is \$4,485,896.77 and due upon execution of agreement.
- The Calculated Purchase Price is the current cost from OC San to purchase Capacity inflated to a point in time SAWPA is required to purchase Capacity from OC San.
- Inflated price is based on the historical increase in price from OC San, estimated at 1.5%
- Estimated timeline when the Brine Line average flow will exceed SAWPA's currently owned Capacity is 5 years and is based upon the findings in the draft Brine Line Master Plan.
- SAWPA would hold the funds, and any interest earned, in the Brine Line Reserves until such time it is required to purchase Capacity from OC San (Final Purchase Price).
- Valley District would pay the difference in the Final Purchase Price and the Calculated Purchase Price.
- Interest earnings may be used to offset the Final Purchase Price.
- If the calculated purchase price is over estimated, interest on the over estimated amount will be returned in addition to the amount over paid.
- SAWPA will provide an annual accounting statement to Valley detailing interest earnings in the Reserve and the 0.25% deducted annually on the balance of funds to be retained by SAWPA.

It is anticipated that Valley District and YVWD's Boards will approve the agreement at their December meetings.

RESOURCE IMPACTS

The Calculated Purchase Price (\$4,485,896.77) will be deposited into the OC San Future Treatment and Disposal Capacity Reserve (R-05). These funds will be used to purchase capacity from OC San when required. Since SAWPA is required to purchase Capacity in 1 MGD increments, the remaining 0.495 mgd of Capacity would either be purchased by a Member Agency that needs Capacity or SAWPA would purchase and sell at a future time.

Attachments:

1. PowerPoint Presentation
2. Capacity Purchase Agreement



Agreement to Purchase Treatment and Disposal Capacity Rights

Project Agreement 24 Committee

Item No. 6.A

David Ruhl, P.E.

Executive Manager of Engineering and Operations

December 3, 2024

Recommendation

- That the Project Agreement 24 Committee authorize the General Manager to execute a Treatment and Disposal Capacity Purchase Agreement with San Bernardino Valley Municipal Water District (Valley District), subject to minor, non-substantive changes contingent on concurrence by legal counsel.

Treatment and Disposal Capacity Right (Capacity)

- SAWPA has a 30 MGD Capacity Right in OC San's Treatment Facilities and ocean outfall
- SAWPA has purchased 17 MGD of Capacity and has sold this Capacity to Member Agencies
- Capacity is sold in 1 MGD increments (per the 1996 agreement between SAWPA and OC San)
- Note:
 - Per agreement, SAWPA must purchase additional 1 MGD of Capacity when monthly average flow (MGD) exceeds purchased Capacity (currently 17 MGD)



Process to Purchase Capacity

- Sub Agency request to Member Agency
- Member Agency request to SAWPA
- SAWPA notifies OC San of the need to purchase Capacity
- PA 24 Committee Approval of Capacity Purchase Agreements:
 - Between SAWPA and OC San
 - Between SAWPA and Member Agency
 - Note:
 - If Member Agency is selling Capacity, there is an agreement between the Member Agency and Sub Agency

YVWD Request to Purchase Capacity

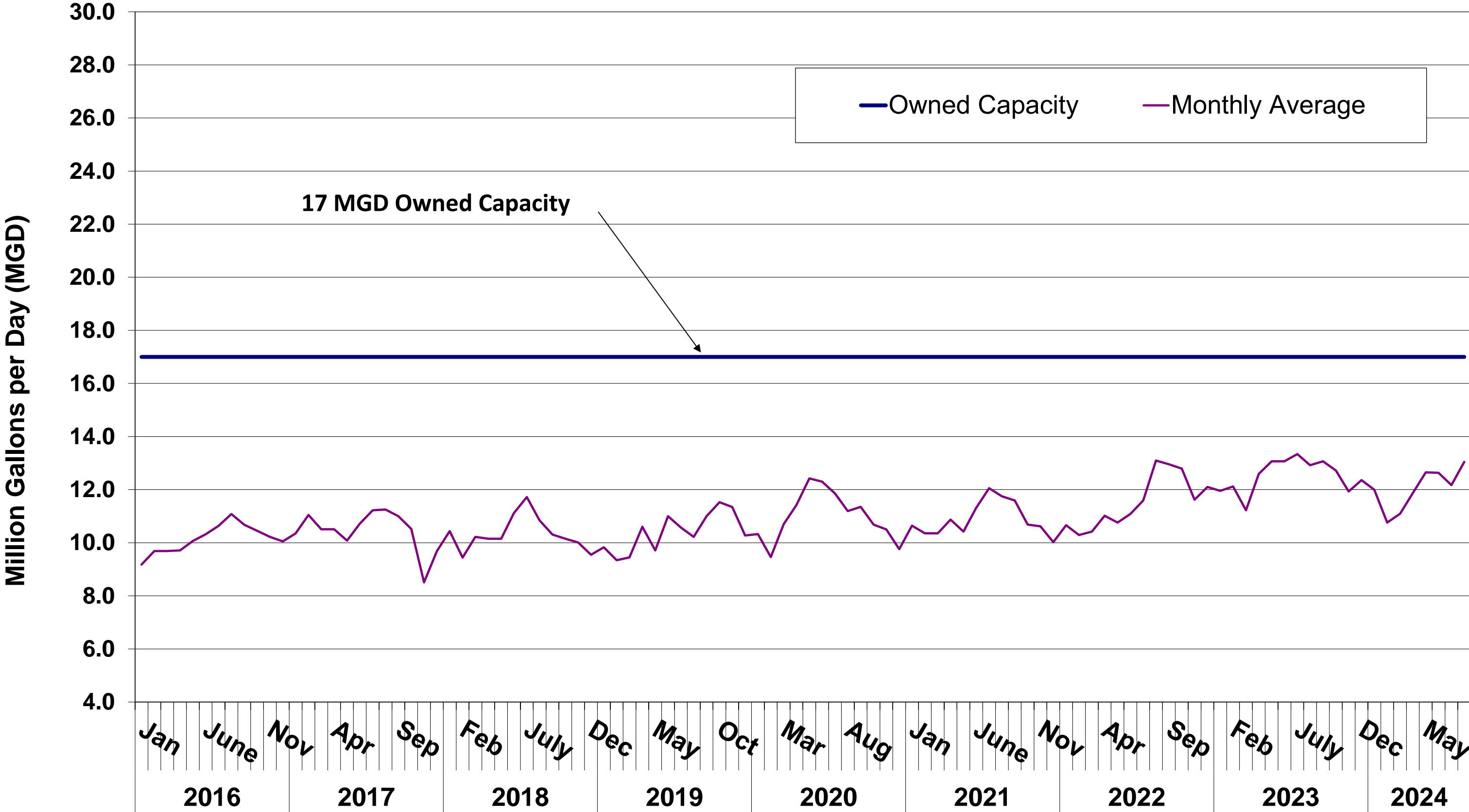
- YVWD discharges RO Concentrate from the Wochholz Regional Water Recycling Facility to the Brine Line
 - YVWD is expanding their Facility and anticipates completion in December 2026
 - YVWD has requested from SAWPA / Valley to purchase 0.505 MGD of T&D Capacity
- YVWD is interested in purchasing Capacity now based on:
 - YVWD Board has directed their staff to secure Capacity prior to the award of a construction contract
 - YVWD has secured funds from the Water Infrastructure Finance and Innovation Act (WIFIA)

Discussions with OC San

- SAWPA contacted OC San on their ability to sell Capacity
- OC San Response:
 - OC San is not willing to sell Capacity until SAWPA exceeds its purchased Capacity (per 1996 Agreement)
- Current information:
 - SAWPA owns 17 MGD of Capacity and currently discharges 12.2 MGD to OC San
 - Brine Line is expected to exceed the 17 MGD Capacity in next 5-10 years (per draft Brine Line Master Plan)

Brine Flow to OC San SARI Metering Station

Historical Monthly Flow



Agency	Discharger	Allocated Capacity (MGD)	3 Month Ave Flow (MGD)	Unused Allocated Capacity (MGD)
CDA	Chino Desalter 1 and 2	3.670	3.603	0.067
EMWD	Menifee and Perris I and II Desalter	4.048	3.340	0.708
IEUA	Green River Golf Club	0.007	0.004	0.003
	California Institute for Women	0.400	0.186	0.214
	In N Out	0.086	0.071	0.015
	California Institute for Men	0.197	0.033	0.161
	Mission Linen	0.712	0.146	0.566
	OLS	0.129	0.013	0.116
	Repet	0.043	0.029	0.014
	Eastside Water Treatment Plant	0.065	0.017	0.048
	Lease Pool Contribution Balance	0.029	0.000	0.029
SBVMWD	Mountainview Power Plant	0.432	0.410	0.022
	Agua Mansa Power Plant	0.062	0.002	0.060
	YVWD – Wochholz Wastewater TP	0.595	0.415	0.180
	Rialto Bioenergy Solutions	0.250	0.029	0.221
	City of Beaumont	0.580	0.541	0.039
WMWD	Anita B. Smith Treatment Facility	0.030	0.006	0.024
	Aramark Uniform Services	0.330	0.175	0.155
	Arlington Desalter	1.400	0.759	0.642
	JCSD	1.155	1.140	0.015
	Temescal Desalter	2.150	1.380	0.770
	Wellington Foods	0.030	0.014	0.016
	Dart Container	0.060	0.032	0.028
	Fruturom	0.005	0.005	0.000
	Stringfellow	0.259	0.114	0.145
	Inactive Dischargers	0.128	0.000	0.128
	Lease Pool Contribution Balance	0.151	0.000	0.151
4 MA's	Collection Stations	0.000	0.120	(0.120)
	Total	17.000	12.585	4.415

Brine Line Treatment and Disposal Capacity (Capacity)

- 17.0 MGD allocated Capacity
- 12.6 MGD brine flow to OC San (3 Month Average)
- 4.4 MGD of unused allocated Capacity

Capacity Purchase Agreement Pertinent Points

- Valley District acquires a Capacity right of 0.505 mgd at a wastewater strength of 20 mg/L BOD and 20 mg/L of TSS
- The Calculated Purchase Price is \$4,485,896.77
- The Calculated Purchase Price is the current cost from OC San to purchase Capacity inflated to a point in time SAWPA is required to purchase Capacity from OC San.
 - Inflated price is based on the historical increase in price from OC San, estimated at 1.5%
 - Estimated timeline when the Brine Line average flow will exceed SAWPA's currently owned Capacity is 5 years and is based upon the findings in the draft Master Plan.
- SAWPA would hold the funds, and any interest earned in the Brine Line Reserves until such time it is required to purchase Capacity from OC San (Final Purchase Price).

Capacity Purchase Agreement Pertinent Points (cont.)

- Valley District would pay the difference in the Final Purchase Price and the Calculated Purchase Price.
- Interest earnings may be used to offset the Final Purchase Price.
- If the calculated purchase price is over estimated, interest on the over estimated amount will be returned in addition to the amount over paid.
- SAWPA will provide an annual accounting statement to Valley detailing interest earnings in the Reserve and the 0.25% deducted annually on the balance of funds to be retained by SAWPA.

Recommendation

- That the Project Agreement 24 Committee authorize the General Manager to execute a Treatment and Disposal Capacity Purchase Agreement with San Bernardino Valley Municipal Water District (Valley District), subject to minor, non-substantive changes contingent on concurrence by legal counsel.

Questions?

**AGREEMENT BETWEEN
SANTA ANA WATERSHED PROJECT AUTHORITY AND
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
FOR ADDITIONAL TREATMENT AND DISPOSAL SERVICE**

THIS AGREEMENT is made as of _____, 2024 (“Effective Date”), between SANTA ANA WATERSHED PROJECT AUTHORITY (“SAWPA”) and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (“VALLEY DISTRICT”), a municipal water district. SAWPA and VALLEY DISTRICT are sometimes individually and collectively referred to herein as “Party” and “Parties” respectively.

RECITALS

A. The Inland Empire Brine Line (“Brine Line”), formerly known as the Santa Ana Regional Interceptor, is a wastewater pipeline conveyance system and was constructed for the transmission of non-reclaimable wastewater. The pipeline extends from the Orange County Sanitation District’s (“OC San”) treatment plant in Fountain Valley into the Upper Santa Ana River Watershed. SAWPA owns the portion of the Brine Line pipeline upstream from the Orange County line and owns a 30 million gallons per day (“mgd”) capacity right in the Brine Line pipeline downstream from the Orange County line.

B. SAWPA also owns a treatment and disposal capacity right of up to 30 mgd in certain wastewater treatment and disposal facilities owned by OC San. This treatment and disposal right, and the pipeline capacity right referred to in Recital A above, are subject to certain payment obligations and other terms and conditions, including that certain Treatment and Disposal Capacity Agreement, dated July 24, 1996, by and between SAWPA and OC San (“1996 Agreement”).

C. Pursuant to the 1996 Agreement, SAWPA has exercised its purchase rights and has acquired and presently owns 17 mgd of capacity, defined as SAWPA’s Treatment and Disposal Right. Whenever SAWPA’s monthly average flow discharged to OC San’s facilities exceeds SAWPA’s then-existing Treatment and Disposal Right, SAWPA must acquire sufficient additional increments of the Treatment and Disposal Right to ensure that SAWPA’s total Treatment and Disposal Right exceeds that monthly average flow.

D. SAWPA’s current monthly average flow is less than 17 mgd and therefore additional Treatment and Disposal Right is not available for purchase from OC San by SAWPA at this time. SAWPA projects that the monthly average flow will exceed SAWPA’s then-existing Treatment and Disposal Right within five (5) years of the Effective Date.

E. To accommodate the discharge of Industrial Wastewater (also known as non-reclaimable wastewater) from eligible dischargers within VALLEY DISTRICT’s boundaries and to maximize the removal of salts from the Upper Santa Ana River Watershed, VALLEY DISTRICT desires to purchase additional Brine Line system Treatment and Disposal Rights from SAWPA.

F. SAWPA desires to sell Treatment and Disposal Rights to VALLEY DISTRICT and will purchase Treatment and Disposal Rights from OC San when required per the 1996 Agreement.

G. This Agreement sets forth the terms and conditions under which VALLEY DISTRICT will acquire from SAWPA such additional Brine Line Treatment and Disposal Rights for the discharge of Industrial Wastewater, and to define VALLEY DISTRICT's rights and responsibilities related to such Treatment and Disposal Rights.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, it is agreed as follows:

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:

a. *1996 Agreement* shall mean the 1996 Agreement as defined in Recital B above.

b. *Disposal Right* shall mean a right by VALLEY DISTRICT to deliver, and an obligation of SAWPA to accept and to provide for delivery, treatment, and disposal in the Brine Line System, of a specified flow of Industrial Wastewater. The amount of this Disposal Right shall be expressed in millions of gallons per day (mgd) and shall be equal to the maximum flow permitted to occur in any consecutive twenty-four hour period from VALLEY DISTRICT through SAWPA's mainline master meters, or SAWPA meters used to measure the flow from each discrete industrial user, provided the maximum flow permitted to occur in any one hour shall not exceed $1.0 \times 1/24$ of the capacity right without prior written approval from SAWPA.

c. *Peaking Flows* shall mean a discharge of Industrial Wastewater into the Brine Line system by VALLEY DISTRICT which exceeds the maximum flow permitted for disposal service purchased as defined under Disposal Right.

d. *Industrial Wastewater* shall mean non-reclaimable wastewater with elevated concentrations of salts, including institutional liquid wastes, which meet the quality requirements of this Agreement, SAWPA ordinances and resolutions, and any successors thereto, and all pertinent rules and regulations governing the discharge of non-reclaimable wastewater.

e. *Brine Line System* shall mean the Brine Line system, including the following facilities:

i. A 30 mgd pipeline capacity right in the pipeline from OC San treatment plant(s) to the Orange County line.

ii. Reaches IV, IV-A, IV-B, IV-D, IV-E, and V of the Brine Line pipeline and any Reaches constructed hereafter. Such Reaches are owned or will be owned entirely by SAWPA.

iii. Treatment and disposal rights acquired by SAWPA from OC San. Such rights include those rights assigned to SAWPA by the Chino Basin Municipal Water District pursuant to an April 12, 1972, agreement. Such rights shall also include the use of such supplemental treatment facilities as may be required and hereafter constructed.

f. *Wastewater Strength* shall mean the concentration and total loading of Biochemical Oxygen Demand (“BOD”) and Total Suspended Solids (“TSS”) expressed in milligrams per liter (mg/L) for concentration and pounds per day (lbs/day) for total loading.

2. **Purchase of Disposal Right.** VALLEY DISTRICT does hereby acquire a Disposal Right of 0.505 mgd for the delivery, treatment, and disposal of Industrial Wastewater to the Brine Line System. Such Disposal Right is in addition to all pipeline and treatment and disposal capacity rights previously acquired by VALLEY DISTRICT.

3. **Calculated Purchase Price.** Subject to final determination as set forth in Section 4, and to the additional costs required under Sections 5, 6, 7, and 8, the initial purchase price of the Disposal Right set forth in Section 2 (“Calculated Purchase Price”) shall be \$4,485,896.77 based upon a wastewater strength of 20 mg/L BOD and 20 mg/L of TSS, also expressed as 84.23 lbs/day BOD and 84.23 lbs/day TSS. The purchase price is the treatment and disposal capital charge only, as determined by the SAWPA Project Agreement 24 Committee. The purchase price is based upon the OC San prepayment of repair, rehabilitation, and replacement purchase cost. VALLEY DISTRICT will be utilizing existing pipeline capacity. The purchase of the Disposal Right contemplated in this Agreement shall not be effective until such time as payment of the Calculated Purchase Price has been made to SAWPA. Payment received from VALLEY DISTRICT will be deposited into SAWPA’s Brine Line Reserve. Interest derived from the deposit will be retained in the Reserve and credited as set forth in Section 4 below. Transfer or assignment of this Disposal Right to another discharger is subject to SAWPA and OC San written approval and additional charge if for other than brine-only discharges.

0.505 MGD x \$8.88/gpd	\$4,484,400.00 Flow
83.4 lbs/day (20 mg/L) x \$9.73/lbs/day	\$819.56 BOD
83.4 lbs/day (20 mg/L) x \$8.04/lbs/day	<u>\$677.21 TSS</u>
	\$4,485,896.77

4. **Final Purchase Price.** At such time as SAWPA’s monthly average flow exceeds its then-existing Treatment and Disposal Right, and SAWPA completes its purchase of additional Treatment and Disposal Right from OC San as required by the 1996 Agreement, the final purchase price of the Disposal Right set forth in Section 2 (“Final Purchase Price”) shall be the pro rata portion of the purchase price paid by SAWPA for such additional Treatment and Disposal Right that is attributable to the Disposal Right set forth in Section 2. SAWPA shall invoice VALLEY DISTRICT the Final Purchase Price for the Disposal Right set forth in Section 2, and VALLEY DISTRICT shall pay the Final Purchase Price as follows:

a. If the Final Purchase Price is greater than the Calculated Purchase Price paid, then VALLEY DISTRICT shall pay the difference between the Final Purchase Price and the Calculated Purchase Price within one hundred fifty (150) days after receipt of the invoice. Interest derived from the Calculated Purchase Price deposit shall be applied as a credit against the Final Purchase Price; provided, however, that any interest derived from the Calculated Purchase Price deposit in excess of the difference between the Final Purchase Price and the Calculated Purchase Price shall be retained by SAWPA up to an amount of \$1,000,000.

b. If the Final Purchase Price is less than the Calculated Purchase Price paid, then SAWPA shall refund to VALLEY DISTRICT the difference between the Calculated Purchase Price and the Final Purchase Price, including the interest derived on the difference amount only. SAWPA shall retain all other interest attributable to the Calculated Purchase Price deposit.

5. Administration and Accounting. SAWPA shall, by February 15th of each calendar year, provide VALLEY DISTRICT with:

a. An estimate and calculation from OC San of the cost for 1 mgd of treatment and disposal capacity, as an estimate of the Final Purchase Price.

b. A financial accounting statement detailing both (i) the calendar year and cumulative interest earnings from the Calculated Purchase Price paid by VALLEY DISTRICT and retained by SAWPA, as outlined in Section 3; and (ii) detailing 0.25% deducted annually on the balance of funds held by SAWPA in the Reserve consisting of the Calculated Purchase Price plus all accrued interest as retained by SAWPA.

6. **Connections.** In the exercise of its Disposal Right, VALLEY DISTRICT shall be entitled to deliver Industrial Wastewater to any points in the Brine Line System provided VALLEY DISTRICT pays the cost of constructing facilities to connect the industrial user or users to the Brine Line System. VALLEY DISTRICT shall be responsible for the cost of whatever facilities may be required to make each such connection to the Brine Line System, including a meter to measure the wastewater flows to each such connections; provided, however, that in the event a meter is determined to be inappropriate in a specific situation, VALLEY DISTRICT and SAWPA may agree on an alternate method of measuring flow. The design of all connection facilities shall be approved by SAWPA prior to construction or installation. Once a connection has been made, the connection facilities shall belong to SAWPA, and SAWPA shall be responsible for their operation, maintenance, repair and replacement including monitoring of both the quantity and quality of Industrial Wastewater. By separate agreement, the Parties may decide to delegate these SAWPA responsibilities by contract to VALLEY DISTRICT.

7. **Operation, Repair, Maintenance and Replacement Costs or User Charges.** In addition to the payments required hereunder for the purchase of its Disposal Right, VALLEY DISTRICT shall pay to SAWPA the operation, repair, maintenance and replacement costs incurred by SAWPA for the delivery, treatment and disposal of the Industrial Wastewater discharged hereunder, sometimes referred to by SAWPA as user charges, as such costs may be determined from time-to-time by the SAWPA Commission and PA 24 Committee. Such operation, repair and maintenance charges shall include OC San's treatment and disposals costs, OC Sans's operations, repair and maintenance costs, SAWPA's share of OC San's Capital Improvement Program, SAWPA's operations, repair and maintenance costs, Brine Line replacement costs, and other capital improvements, SAWPA administration and overhead costs and any other costs approved by the SAWPA Commission and PA 24 Committee. Payment of such operation, maintenance and replacement costs or user charges shall be made by VALLEY DISTRICT within 30 days from the date of receipt by VALLEY DISTRICT of an invoice from SAWPA.

As stated in Section 1, Peaking Flows are not included in the Disposal Right provided for in this Agreement. However, upon prior written notice provided to SAWPA by

VALLEY DISTRICT, Peaking Flows above the nominal capacity referenced in Section 2 above must be purchased at a rate to be set by the SAWPA Commission and PA 24 Committee provided such additional flow capacity is available to accommodate such Peaking Flows above the nominal capacity. The rate to be paid for such Peaking Flows may include the additional capital costs for the modification of existing facilities or for the construction of new facilities in order to accommodate such Peaking Flows. Failure to provide such prior written notice of Peaking Flows above the nominal capacity may result in fines and penalties assessed against VALLEY DISTRICT as provided in SAWPA's rate resolution and Ordinance No. 8, and any successors thereto, and may include termination of service as determined by SAWPA in its sole discretion.

8. **Disposal Rights-Related Fixed Costs.** VALLEY DISTRICT shall also pay to SAWPA its pro-rated share of any annual capital costs replacement charges imposed by OC San or the SAWPA Commission and PA 24 Committee, to the extent that such charges have not already been included as part of SAWPA's user charges referenced in Section 5 above. Payment of these Disposal Rights-related fixed costs shall be made by VALLEY DISTRICT within 30 days from the date of receipt by VALLEY DISTRICT of an invoice from SAWPA.

9. **Supplemental Treatment Costs.** The OC San agreement obligates SAWPA to continue to participate in the construction of all future supplemental treatment facilities on a pro-rated basis. Therefore, VALLEY DISTRICT shall hereafter pay a pro-rated share of the future OC San costs incurred by SAWPA for any additional supplemental treatment facilities required for the Disposal Right purchased hereunder. Payment of the supplemental treatment costs related fixed costs shall be made by VALLEY DISTRICT within 30 days from the date of receipt by VALLEY DISTRICT of an invoice from SAWPA.

10. **Quality Standards.** The quality of the Industrial Wastewater discharged by VALLEY DISTRICT pursuant to this Agreement shall not cause the violation of the standards required under the OC San agreement, OC San's ordinance, SAWPA's ordinances and resolutions, and any successors thereto, regulating the use and availability of the Brine Line System.

11. **Wastewater Discharge Permit.** This Agreement shall not become effective until SAWPA has issued a Wastewater Discharge Permit under its Ordinance No. 8, and any successor thereto, for the discharge of Industrial Wastewater into the Brine Line System. VALLEY DISTRICT shall have the right, at its sole cost and expense, to transfer and reallocate from time-to-time all or part of this Disposal Right among other industrial discharges within its boundaries; provided, however, that any such future discharger shall also first obtain a Wastewater Discharge Permit from VALLEY DISTRICT and SAWPA.

12. **Assignment.** This Agreement shall not be assigned by VALLEY DISTRICT without the prior written consent of SAWPA. However, this provision shall not limit the right of VALLEY DISTRICT to allocate its capacity right among users within its boundaries and to make appropriate agreements in connection therewith.

13. **Succession.** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

**SANTA ANA WATERSHED PROJECT
AUTHORITY**

By: _____

Name: _____

Its: _____

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

By: _____

Name: _____

Its: _____

PA 24 COMMITTEE MEMORANDUM NO. 2024.25

DATE: December 3, 2024

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

SUBJECT: License Agreement with AT&T

PREPARED BY: Daniel Vasquez, Operations Manager

RECOMMENDATION

That the Project Agreement 24 Committee authorize the General Manager to execute a License Agreement with AT&T to remove existing telecommunication poles and install a new telecommunication conduit in SAWPA's fee property on Reach IV.

Background

SAWPA has participated in planning efforts with Riverside County Regional Park and Open-Space District (RivCo Parks) for Phase 6 of the Santa Ana River Trail (SART), providing feedback concerning SAWPA's interests in preserving access for Brine Line maintenance and repairs. This includes 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.

In April 2024, the PA 24 Committee directed staff to prepare a license agreement with AT&T and Southern California Edison (SCE), in response to their request to relocate their utilities in SAWPA's property in support of the Santa Ana River Trail. The attached License Agreement with AT&T was prepared by staff and reviewed by AT&T and SAWPA Legal Counsel. The License Agree includes the terms for AT&T to remove existing telecommunication poles and install a new telecommunication conduit in SAWPA's fee property. The License Agreement includes language to protect SAWPA's property rights, ensure the Brine Line is protected, and preserve and maintain SAWPA'S access to the Brine Line at all times.

SCE is reviewing the License Agreement for their infrastructure relocation. After staff have received and reviewed their comments, staff will bring the SCE License Agreement to PA 24 for approval. It is estimated that construction of the Phase 6 SART and installation of the AT&T conduit may commence as early as Spring 2025.

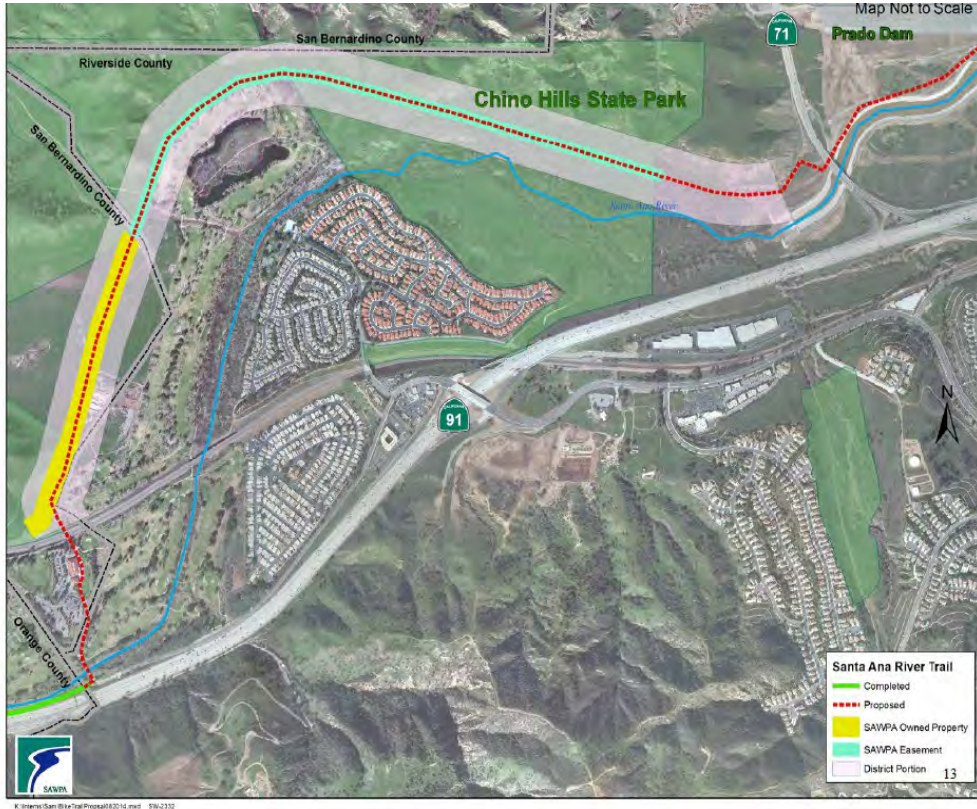


Figure 1: Phase 6 of Santa Ana River Trail Project

RESOURCE IMPACTS

Funds for Engineering and Operations staff preparation of the License Agreements and SART coordination is included in the FY25 Budget Fund 240 (Brine Line Enterprise).

Attachments:

1. PowerPoint Presentation
2. ATT License Agreement and Exhibits



License Agreement with ATT&T

PA 24 Committee
Item No. 6.B
Daniel Vasquez
Manager of Operations
December 3, 2024

Recommendation

To authorize the General Manager to execute a License Agreement with AT&T to remove existing telecommunication poles and install a new telecommunication conduit in SAWPA's fee property on Reach IV.

Background: Santa Ana River Trail (SART)

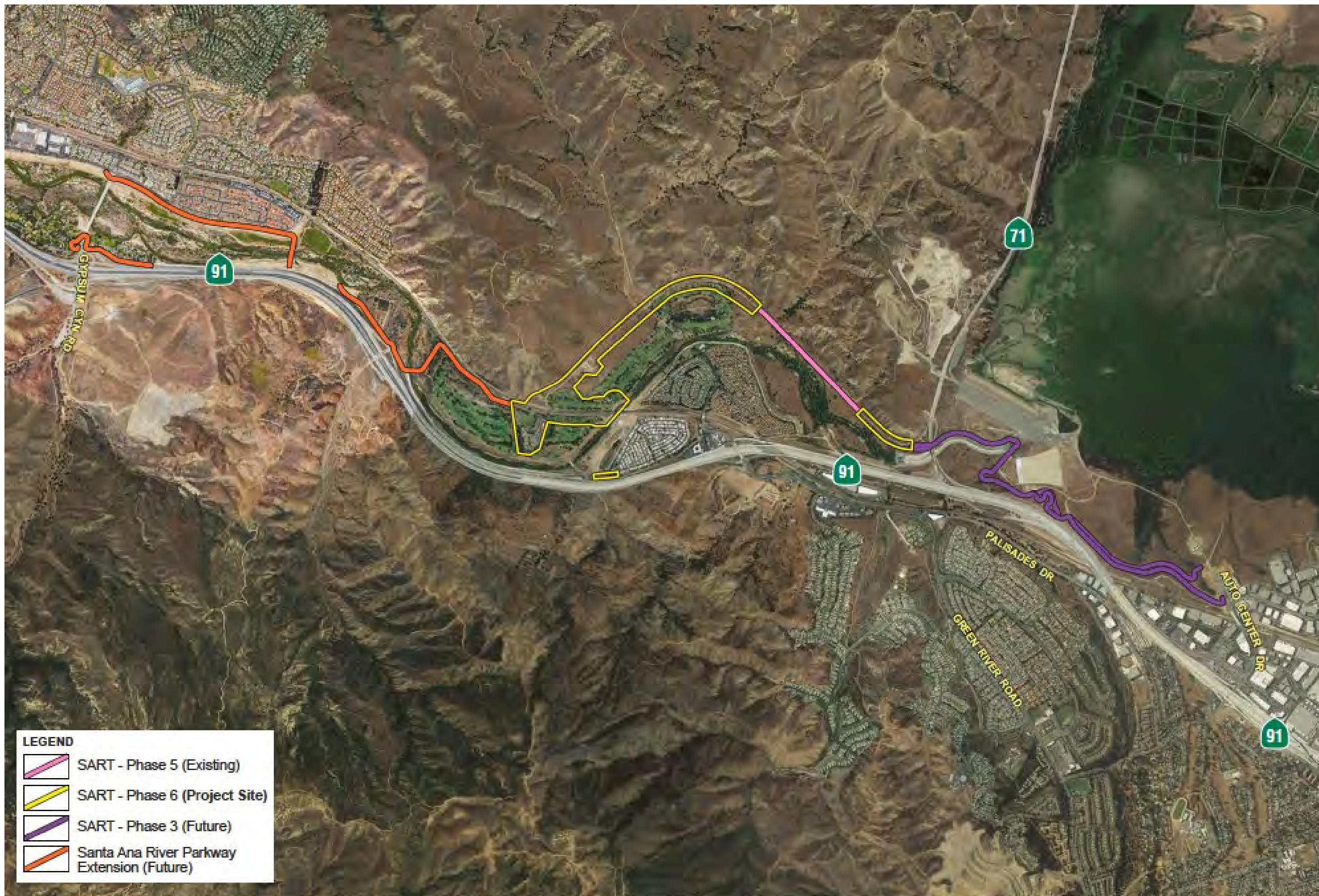
- Phase 6 of the SART includes the construction of approximately 1.5 miles of multi-use path from the terminus of SART Phase 3 through Prado Basin.
- In 2006, SAWPA signed an MOU indicating participation and planning efforts with subsequent amendments.

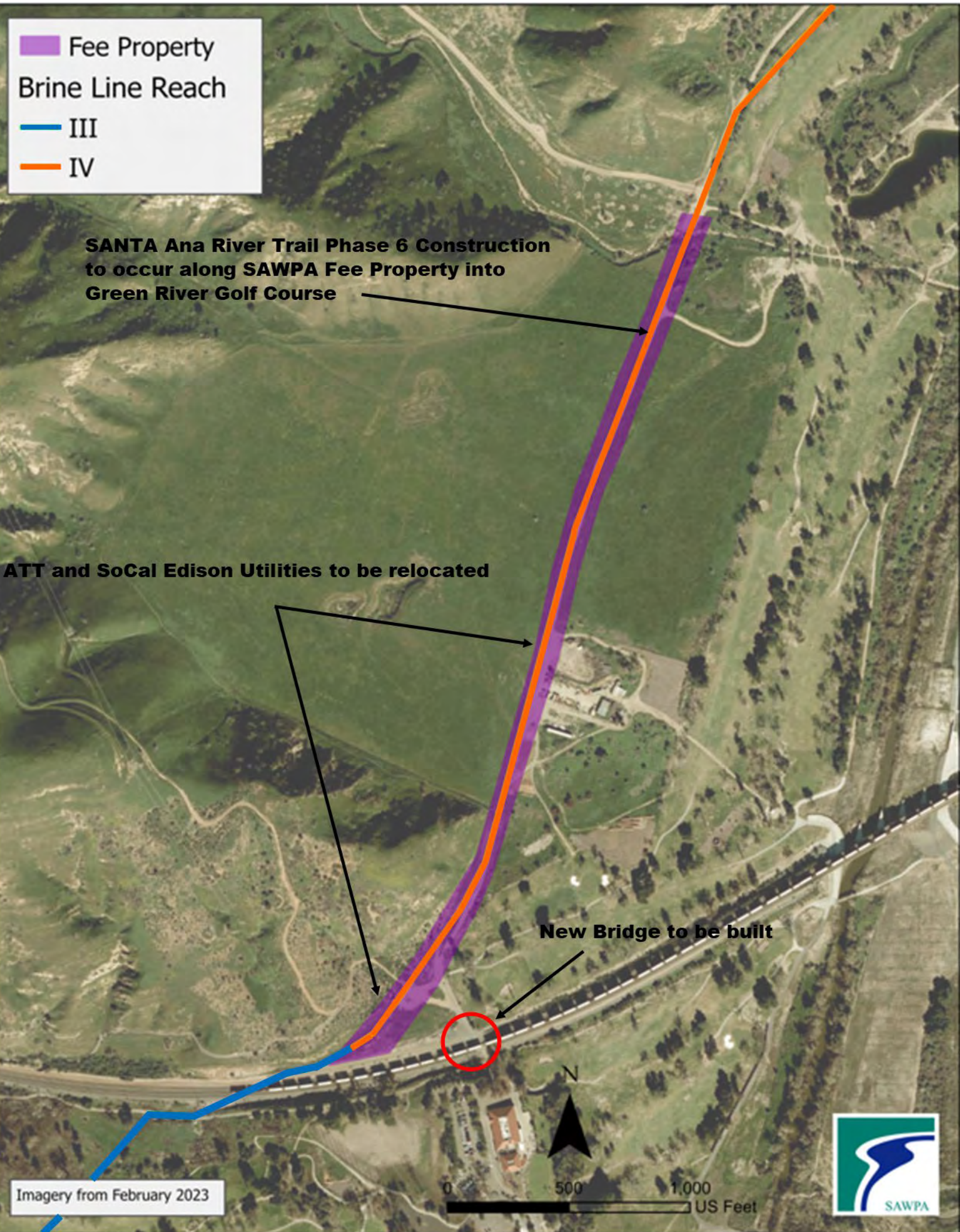
Santa Ana River Trail (Cont.)

- 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.)

- To accommodate the SART and the railway bridge crossing, AT&T has requested a license agreement to relocate their utility infrastructures in SAWPA's property.
- SAWPA brought this request to PA 24 in April and began to work on a Draft License Agreement. The License Agreement was reviewed by SAWPA Legal Counsel and AT&T.







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).
- SCE is proposing to relocate poles on SAWPA property strictly above ground (Red).

License Agreement

- The License Agreement protects SAWPA's interest in operating and maintaining the Brine Line.
- The License Agreement limits the use of the SAWPA fee property to the relocation and upkeep of proposed telecommunications facilities.

Recommendation

To authorize the General Manager to execute a License Agreement with AT&T to remove existing telecommunication poles and install a new telecommunication conduit in SAWPA's fee property on Reach IV.

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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SANTA ANA WATERSHED PROJECT AUTHORITY

LICENSE AGREEMENT

1. **Parties and Date.**

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement"), is made this _____ day of _____, _____ by and between the SANTA ANA WATERSHED PROJECT AUTHORITY(SAWPA), a public agency existing under the authority of the laws of the State of California (hereinafter referred to as "Licensor"), and _____, a California corporation (hereinafter referred to as "Licensee").

2. **Recitals.**

2.1 Licensor is the owner in fee of certain fee property in which the Inland Empire Brine Line is aligned referenced by Attachment "A".

2.2 Licensee has requested permission to install Telecommunication facilities under and along such fee property.

2.3 Without in any way restricting Licensor's rights of revocation and termination under sections 3.1 and 3.24 of this Agreement, the parties intend that the Telecommunications facilities will be installed on a long-term basis; however, this intention shall not constitute any right in Licensee to claim compensation or any other payment for the cost of installation of Telecommunications facilities in the event this Agreement is terminated at any time.

3. **Terms.**

3.1 General Grant. Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a revocable, non-exclusive license in Licensor's fee property adjacent to the Santa Ana River Trail (the "Licensed Property") to (1) Remove existing telecommunication poles and (2) install new conduit and telecommunications infrastructure more particularly shown in Exhibit's "B" attached hereto and incorporated herein by reference.

3.2 Use. Licensee shall use Licensed Property and the Telecommunication Facilities, solely for carrying Telecommunication infrastructure and shall not use it to carry any other commodity or product or for any other purpose whatsoever. No change shall be made by Licensee in the use of the Licensed Property or Telecommunication infrastructure without Licensor's prior written approval.

3.3 Hazardous Materials Use and Related Indemnity.

A. Use and Termination. Licensee covenants that it will not handle or transport Hazardous Materials through the Telecommunication Infrastructure on the Licensed Property. As used in this license, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental

Law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "Environmental Law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to the Licensee or the Licensor's Property. In the event the Telecommunication Infrastructure is now or in the future used in the handling or transporting of Hazardous Materials, Licensee agrees fully to comply with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Hazardous Materials Standards") concerning Hazardous Materials.

B. Indemnity. Notwithstanding anything else contained in this agreement and to the extent permitted by law, in case of a breach of the obligations contained in this Section 3.3. Licensee agrees to assume liability for and to save and hold harmless Licensor from and against any and all injuries to any person, including wrongful death, and damage to property, including without limitation, property of Licensor and Licensee, and all related expenses, including without limitation attorneys' fees, investigators' fees and litigation expenses, resulting in whole or in part from Licensee's failure to comply with any Hazardous Materials Standards issued by any governmental authority concerning Hazardous Materials. Licensee, at its cost, shall assume the defense of all claims, in accordance with Section 3.14 hereof. Licensee agrees to reimburse Licensor for all costs of any kind incurred as a result of the Licensee's failure to comply with this Section 3.3, including, but not limited to, fines, penalties, clean-up and disposal costs, and legal costs incurred as a result of Licensee's handling, transporting, or disposing of Hazardous Materials on the property of Licensor.

C. Inapplicability. It is understood and agreed that a Licensee who does not now, or in the future, generate, handle, transport, treat, store or dispose of on Licensor's property Hazardous Materials within the meaning of this section, is not subject to the provisions of Section 3.3(B).

3.4 Fees

A. Processing Fee. The Licensee agrees to reimburse the Licensor for all costs incurred by Licensor to process future amendments. Reimbursement shall be determined by the hourly rate of the Employee processing future amendments and the hours spent shall be documented by invoice. Such reimbursements shall be made first out of any deposit made by Licensee for such purpose. Any processing costs exceeding that amount shall be reimbursed within 90 days of request. Processing fee shall be waived for processing this original Agreement.

B. Annual Fee. Annual fees in this case shall be suspended with the Licensor retaining the right to enforce fees in the future. Any future removal of this annual fee suspension shall commiserate with the licensee having the option to speedily remove all Telecommunications Infrastructure and terminate this Agreement with the same restoration requirements outlined in section 3.25. Annual fee will be suspended for at least the first 15 years.

3.5 Maintenance, Repair and Use. Licensee shall, at its own cost and subject to the reasonable approval of Licensor's General Manager or his designee, repair, maintain and utilize the Telecommunication Infrastructure and Licensed Property so that it will not at any time be a source of danger to or interference with the present or future Inland Empire Brine Line infrastructure and property of Licensor, or the safe operation of said infrastructure or any other activities on the Licensed Property. For regular service and maintenance of Telecommunications

Infrastructure, Licensee shall provide 7 days written notice to Licensor before coming onto the Licensed Property. Licensee may enter Licensed Property without prior notice in cases of emergencies, including necessity for immediate repairs, and shall in such cases notify Licensor within 24 hours of access. If, at any time, Licensee shall, in the judgment of Licensor, fail to perform properly its obligations under this section, Licensor may, at its option, after thirty (30) days written notice, perform such work itself as it deems necessary for the safe operation of The Inland Empire Brine Line and other uses on the Licensed Property. In such event, Licensee agrees to pay, within fifteen (15) days after a bill is rendered, the cost so incurred by Licensor. However, failure on the part of Licensor to perform the obligations of Licensee shall not release Licensee from liability hereunder for any loss or damage occasioned thereby.

3.6 Standards. Licensee shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby including without limitation, the California State Water Resources Control Board, (or any governing body with authority over Santa Ana Watershed Project authority, hereafter referred to as 'Agency') relating to Licensee's use of the Licensed Property hereunder. In its use of the premises, Licensee shall at all times be in full compliance with all Standards, present or future, set by any Agency, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials. In the event Licensee fails to be in full compliance with Standards set by any Agency, Licensor may, but shall not be obligated to, after giving notice of the failure to Licensee, and if Licensee, within thirty (30) days of such notice, fails to correct such non-compliance, take whatever action it determines in its sole discretion to be necessary to protect the Licensed Property and The Inland Empire Brine Line and other adjacent property. Licensee shall reimburse the Licensor for all costs (including but not limited to, consulting, engineering, clean-up and disposal, and legal costs) incurred by the Licensor as a result of the Licensee's failure to comply with such Standards, and also such costs incurred by the Licensor in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any Agency or court, and paying any fines or penalties imposed for such violations. Licensee shall, to the extent permitted by law, assume liability for and shall save and hold harmless the Licensor from any claim of a violation of the Standards regardless of the nature thereof or the Agency or person asserting such claim, which results from Licensee's use of Licensed Property, except to the extent such claims arise from the sole negligence of the Licensor. Licensee, at its cost, shall assume the defense of all such claims as provided for in Section 3.13 hereof.

3.7 Tests and Inspections. Licensor shall have the right at any time to inspect the Licensed Property and the Telecommunication Infrastructure so as to monitor compliance with this Agreement. If, in Licensor's sole judgment, any installation on, or use or condition of the Licensor's property may have an adverse effect on the its property, adjacent property (whether or not owned by Licensor) or Licensor's operations, Licensor shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Licensed Property and the Telecommunication Infrastructure, as it determines to be necessary or useful to evaluate the condition of the Licensed Property and the Telecommunication Infrastructure. Licensee shall cooperate with Licensor in any tests or inspections deemed necessary by Licensor. Licensee shall pay or reimburse Licensor, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty days of a request for payment.

3.8 Construction and Installation.

A. The Telecommunication Infrastructure shall be installed and constructed at the Licensee's sole cost in accordance with the design plans attached hereto as Exhibit "B." Any deviation from the plans shall be approved in writing by the Licensor's General Manager or his designee.

B. The installation of the Telecommunication Infrastructure shall be accomplished in such a manner so that it will not interfere with or be a source of danger to present or future Brine Line Infrastructure and the property of Licensor, or the safe operation of its Brine Line or other activities on the Licensed Property. Any installation method which will interfere with Brine Line operation or other uses on the property of the Licensor shall be approved in advance by Licensor. Licensor may require that Licensor's representative be present during some or all of the installation of the Telecommunication Infrastructure. If Licensor's representative determines that the installation is not being accomplished in accordance with this agreement, he may, but shall not be required to, halt the work. Notwithstanding the presence of the Licensor's representative, Licensee shall, at all times, retain full liability and responsibility for all aspects of the installation.

C. Licensee shall reimburse Licensor for any expense incurred by Licensor for work to support Licensor's Brine Line and other improvements on or near the Licensed Property, repair and maintenance of the Telecommunication Infrastructure and for any and all other expenses incurred by Licensor on account of the Telecommunication Infrastructure; including, without limitation, the cost of Licensor's representatives if required under subsection A.

3.9 Heavy Equipment and Vehicle Weight. Licensee shall not utilize any heavy equipment or vehicles on or over The Inland Empire Brine Line greater than 20,000lbs without Licensor permission. Licensee shall provide live load calculations performed by a California licensed professional engineer (PE) for vehicles above this weight limit for consideration by Licensor in these cases.

3.10 Insurance. Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by Licensor in the amounts and coverage specified and issued by insurance companies as described on Exhibit "C". Licensor reserves the right, to review and change the amount and type of insurance coverage it requires in connection with this agreement or the work to be performed on the Pipeline. Prior to (i) entering the Licensed Property or (ii) performing any work or maintenance on the Pipeline, Licensee shall furnish Licensor with the insurance endorsements and certificates in the form and amounts specified in Exhibit "C," evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. The foregoing notwithstanding, Licensee has the right to self-insure with regard to the above insurance requirements, and Licensee shall provide, upon Licensor's request, evidence of such self-insurance.

3.11 Indemnity. Licensee shall at all times indemnify and save harmless Licensor against and pay in full all losses, damages, or expenses that Licensor may sustain, incur or resulting in any manner from the construction, maintenance, use, state of repair, or presence of the Telecommunication Facilities or the Licensee's use and maintenance of the Licensed Property, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or

damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, or (e) interference with the use of the Licensor's Inland Empire Brine Line. It is the intention of the parties that Licensor's right to indemnity hereunder shall be valid and enforceable against Licensee regardless of negligence (whether active or passive) on the part of Licensor, its officers, agents and employees, unless such injury is a result of the sole negligence or willful misconduct of the Licensor.

3.12 Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Telecommunication Infrastructure, the Licensed Property, Licensor's property and any other property of, or under the control or custody of, Licensee, which is on or near the Telecommunication Infrastructure. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Licensed Property, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from Licensor's transit operations on or near the Licensed Property. Licensee does not assume the risk of injury resulting from the sole negligence of Licensor, its agents, employees, or contractors. Licensee, on behalf of itself and its Personnel, as a material part of the consideration for this Agreement, hereby waives all claims and demands against Licensor for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives, for itself and its Personnel, the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section and of Section 3. 12 shall survive the termination of this Agreement. As used in this section, "Personnel" means the Licensee, or its officers, directors, affiliates, or anyone directly or indirectly employed by Licensee or for whose acts Licensee is liable.

3.13 Defense. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against Licensor by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or to indemnify or save and hold harmless the Licensor. Licensee shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

3.14 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

3.15 Successors and Assigns. All the covenants and provisions of this Agreement

shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the Licensor and Licensee to the same extent and effect as the same are binding upon and insure to the benefit of the parties hereto.

3.16 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the termination or cessation of this Agreement in any manner shall survive the termination of this Agreement, including without limitation, all payment obligations with respect to fees and all obligations concerning the condition of the Licensor's property, the Telecommunication Infrastructure and the Licensed Property and indemnification.

3.17 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. Any attempted act in violation of this section shall be void and without effect and give Licensor the right to immediately terminate this Agreement.

3.18 Waiver of Covenants or Conditions. The waiver by Licensor of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

3.19 Amendment. This Agreement may be amended at any time by the written agreement of Licensor and Licensee. All amendments to this Agreement shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

3.20 Revocation. If, at any time, Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained, Licensor may, at its election, immediately revoke and terminate this Agreement unless a longer notice period is specifically provided for elsewhere in this Agreement.

3.21 Abandonment. —Should Licensee at anytime abandon the use of the Telecommunication Infrastructure or the Licensed Property, or any part thereof, or fail at any time for a continuous period of six (6) months to use the same for the purposes contemplated by this Agreement, then the Licensor may terminate this Agreement, upon giving written notice to Licensee pursuant to the notice obligation in Section 3.24 below, to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, Licensor shall be entitled to exclusive possession and ownership of the portion so abandoned or discontinued after Licensee has restored the Licensed property as provided in Section 3.25.

3.22 Eviction, Abandonment or Sale. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the Telecommunication Infrastructure is located, or the sale or abandonment by Licensor of said premises, Licensor shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licensor hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

3.23 Condemnation. In the event all or any portion of the Licensed Property shall be

taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Telecommunication Infrastructure. Any other commission or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to Licensor.

3.24 Revocable Licenses and Termination. Licensee agrees that notwithstanding the improvements made by Licensee to the Licensed Property or the installation of the Telecommunication Infrastructure, or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable and may be terminated by Licensor in accordance with the terms of this Agreement.

This Agreement is given by Licensor and accepted by Licensee upon the express condition that it may be terminated at any time by either party upon ninety (90) days' notice in writing to be served upon the other party. Such notice shall state therein the date that such termination shall take place.

3.25 Restoration of Licensor's Property. Claims for Costs. Upon the termination, revocation or cessation of this Agreement in any manner provided in this Agreement, Licensee, upon demand of Licensor and at Licensee's own cost and expense, shall abandon the use of the Telecommunication Infrastructure and remove it and restore the Licensed Property to the same condition in which they were immediately prior to the placing of the Telecommunication Infrastructure thereunder, reasonable wear and tear excepted. In no event shall Licensee have any claim against the Licensor for any of the costs of constructing, maintaining or removing the Telecommunication Infrastructure. In case Licensee shall fail to restore Licensed Property as aforesaid within sixty (60) days after the effective date of termination, Licensor may proceed with such work at the expense of Licensee or may assume title and ownership of the Telecommunication Infrastructure and any other property of Licensee located on Licensor's property. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the conduit is removed and the fee property is restored as above provided.

3.26 Notice. Any notice hereunder to be given by Licensor to Licensee shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to Licensee at, 11615 Sterling Avenue, Riverside, CA 92503. Any notice to be given hereunder by Licensee to Licensor shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to General Manager Santa Ana Watershed Project Authority 11615 Sterling Avenue, Riverside, CA 92503. Either Licensor or Licensee may change its address for the receipt of notice by giving written notice thereof to the other party of such change.

3.27 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Licensor which is not paid when due shall bear interest, from the date due, at the rate of ten percent (10%) per annum. Such interest will be due Licensor as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

3.28 Joint and Several. In the event that two or more parties execute this Agreement as Licensee, all the covenants and agreements of Licensee in this Agreement shall be the joint and several covenants and agreements of such parties.

3.29 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Licensor's property and the Pipeline are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

3.30 Taxes. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Telecommunication Infrastructure, the Licensed Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Pipeline's operations.

3.31 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at Licensor's sole discretion, the relocation of the Pipeline and the license granted by this Agreement.

3.32 Waiver of Relocation Rights. Licensee hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled, but for this waiver and Licensor's express right of termination, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 United State Code Section 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code Section 7260 et seq. or the Real Property Acquisition Relocation Assistance rules and regulations as adopted or hereafter amended by the Licensor. Such waiver shall include, but is not limited to any right (1) to prior notice of termination (other than as specifically provided herein), (2) to relocation assistance payments, or (3) to compensation for fixtures or loss of use of the Licensed Property.

3.33 Non-Exclusive License. The license granted by this Agreement is not exclusive and Licensor specifically reserves the right to grant other licenses within the vicinity of the Telecommunication Infrastructure.

3.34 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.35 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

3.36 Time of Essence. -Time is of the essence in this Agreement.

3.37 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Licensor's property or the Pipeline is located any memorandum

of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

3.38 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the parties with respect to the items set forth herein.

3.39 Governing Law. This Agreement shall be governed by the laws of the State of California.

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

Jeff Mosher, P.E.
General Manager
Santa Ana Watershed Project Authority

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 100 FEET IN WIDTH PARTIALLY IN RIVERSIDE COUNTY AND PARTIALLY IN SAN BERNARDINO COUNTY, AND EXTENDING FROM THE SOUTHEASTERLY LINE OF FRACTIONAL SECTION 30, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF THAT CERTAIN 200.0 FEET WIDE PARCEL OF LAND CONVEYED BY SANTA ANA RIVER DEVELOPMENT COMPANY TO ORANGE COUNTY FLOOD CONTROL DISTRICT, BY DEED DATED AUGUST 29, 1940 RECORDED IN [BOOK 1053, PAGE 550 OF OFFICIAL RECORDS](#) OF SAN BERNARDINO COUNTY (SHOULD READ ORANGE COUNTY) THE CENTER LINE OF SAID CONVEYED LAND BEING THE CENTERLINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S MAIN TRACT AS NOW LOCATED; SAID STRIP OF LAND LYING 50.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, IN THE CITY OF CHINO HILLS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITH ASSESSORS PARCEL NO. 1033-171-04-0-000, BEING A PORTION OF THE PROPERTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF SAID CENTERLINE WITH SAID SOUTHEASTERLY LINE OF SECTION 30, WHICH POINT IS SOUTH 47° 41' 03" EAST 2084.63 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 74° 39' WEST ALONG THE FORMER CENTERLINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY, WHICH CENTERLINE MAKES AN ANGLE OF 36° 57' WITH SAID SOUTHEASTERLY SECTION LINE, A DISTANCE OF 4065.37 FEET; THENCE WESTERLY ON A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1719.12 FEET THROUGH AN ANGLE OF 84° 45' A DISTANCE OF 2542.5 FEET; THENCE TANGENT TO SAID CURVE SOUTH 20° 36' WEST 1304.1 FEET; THENCE SOUTHWESTERLY ON A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5729.65 FEET, THROUGH AN ANGLE OF 5° 00' A DISTANCE OF 500.00 FEET; THENCE TANGENT TO SAID CURVE SOUTH 15° 36' WEST 1300.00 FEET; THENCE ON A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1637.28 FEET; THROUGH AN ANGLE OF 30° 37' 30" A DISTANCE OF 875.00 FEET; THENCE ON A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1146.28 FEET, THROUGH AN ANGLE OF 7° 29' 40" A DISTANCE OF 149.89 FEET TO THE POINT OF ENDING IN SAID WESTERLY PROLONGATION OF THE NORTHERLY LINE OF 200.0 FEET WIDE PARCEL.

THE ABOVE DESCRIBED PARCEL BEING ALL OF THE LAND DESCRIBED IN PARCELS DESIGNATED 1ST, 2ND AND 3RD IN DEED RECORDED JULY 28, 1910 IN [BOOK 302, PAGE 263](#), OF DEEDS, RIVERSIDE COUNTY RECORDS, AND PORTIONS OF LAND CONVEYED BY DEED RECORDED JUNE 21, 1886 IN [BOOK 47, PAGES 204](#) AND 205 OF DEEDS, AND DEED RECORDED AUGUST 27, 1887 IN [BOOK 51, PAGE 69](#) OF DEEDS, SAN BERNARDINO COUNTY RECORDS, AND PART OF THE LAND CONVEYED BY DEED RECORDED DECEMBER 27, 1886 IN [BOOK 50, PAGE 624](#), OF DEEDS, SAN BERNARDINO COUNTY RECORDS.

NOTE: THIS COMPANY HAS PROVIDED SAID DESCRIPTION AS AN ACCOMMODATION FOR THE PURPOSE OF FACILITATING THIS REPORT. SAID DESCRIPTION MAY NOT AN INSURABLE PARCEL PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND, UNTIL APPROVED BY THE APPROPRIATE GOVERNING AGENCY.

Assessor's Parcel Number: [1033-171-04](#)

Ptn. Sec. 23, 24, 25 & 26, T.3S., R.8W., S.B.B.&M. City of Chino Hills Tax Rate Area 1033 - 17

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.



1057
27



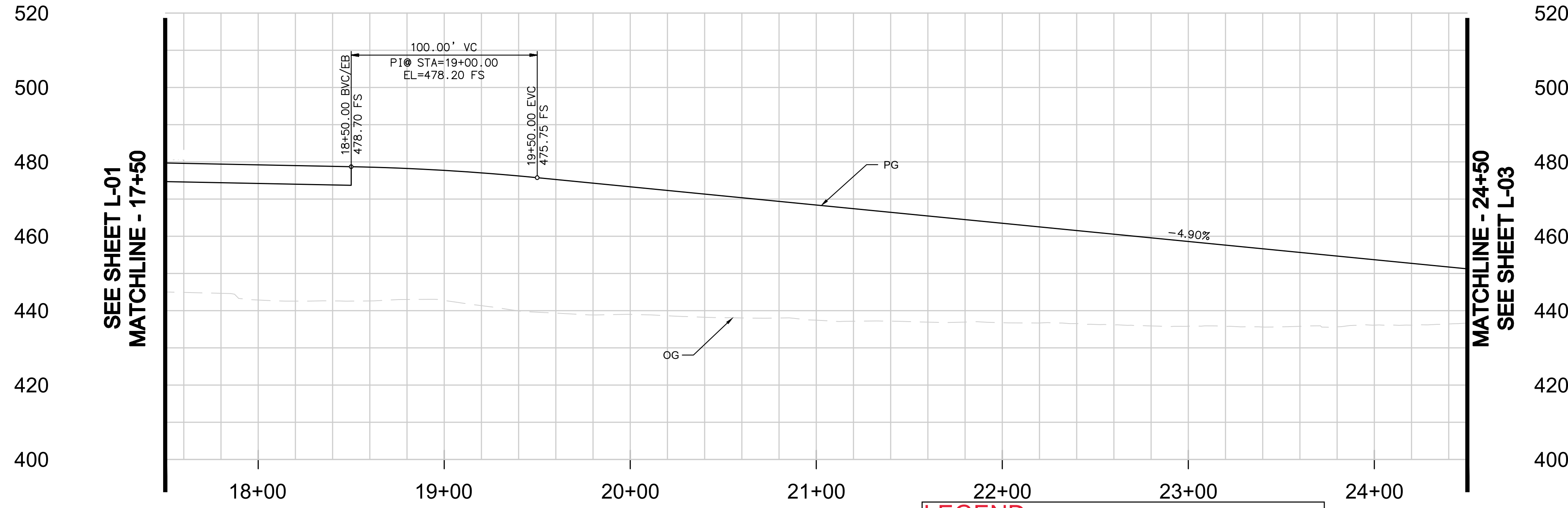
REVISED
10/13/20 KA
07/07/21 GW

Assessor's Map
Book 1033 Page 17
San Bernardino County

San Bernardino County Assessor's Office

MAY 1972

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



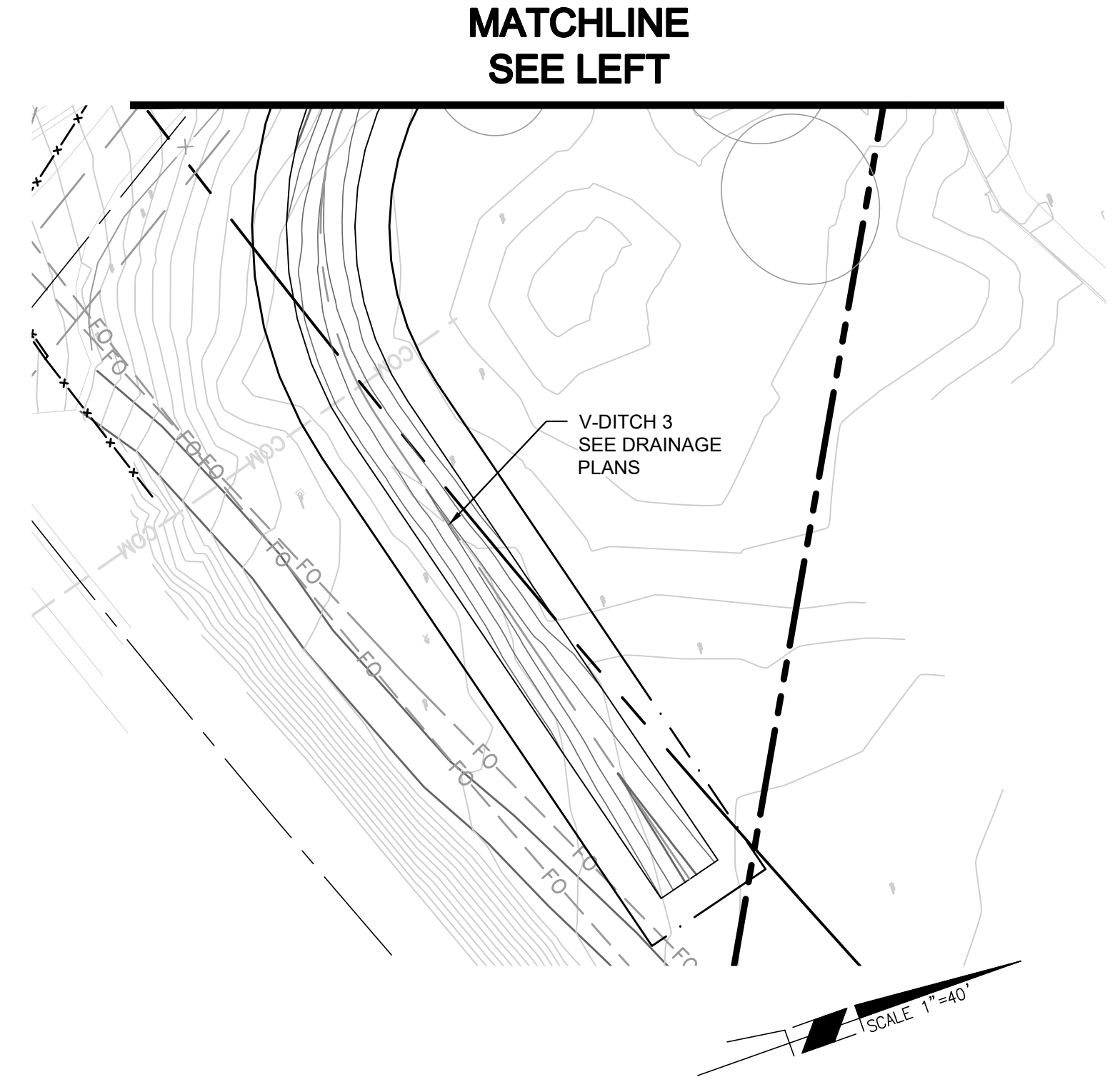
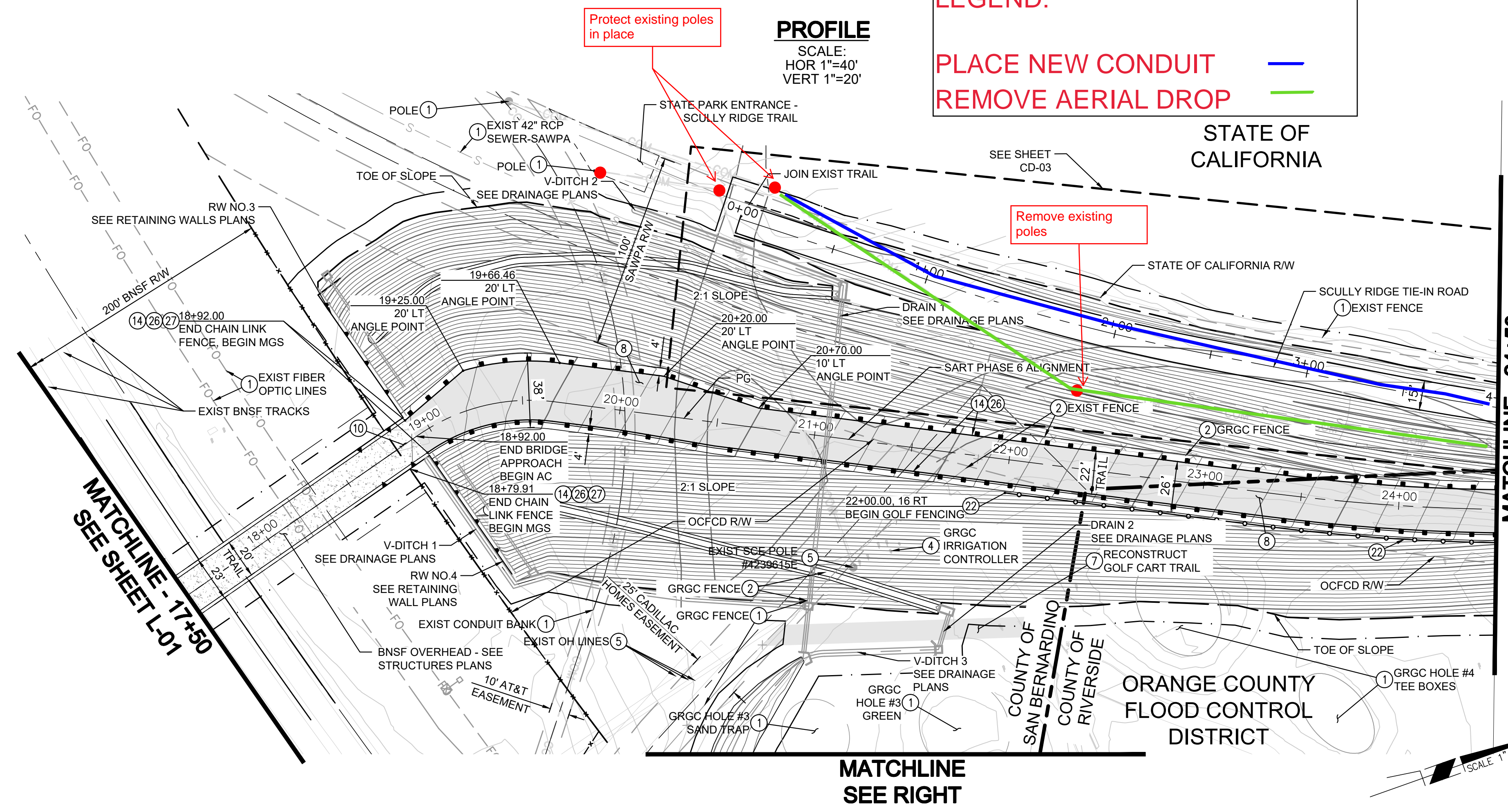
CONSTRUCTION NOTES

- ① PROTECT IN PLACE
- ② REMOVE AND DISPOSE OF ITEM (SEE PLAN)
- ④ RELOCATE ITEM (SEE PLAN)
- ⑤ TO BE RELOCATED BY OTHERS
- ⑦ CONSTRUCT 3" AC PAVING OVER 5" CAB
- ⑧ CONSTRUCT 5" AC PAVING OVER 5" CAB
- ⑩ CONSTRUCT 5" JPCP OVER 12" CAB PER CALTRANS STD PLAN P1
- ⑭ INSTALL DIKE TYPE C PER CALTRANS STD PLAN A87B
- ⑳ CONSTRUCT GOLF FENCING PER DETAIL
- ㉔ INSTALL MGS PER CALTRANS STD PLAN DETAIL A77L1
- ㉚ INSTALL MGS TERMINAL SECTION PER DETAIL

NOTE:
FOR ALIGNMENT AND CURVE DATA, SEE SHEETS HC-01 AND HC-02
FOR DRAINAGE PLAN, SEE SHEETS D-01 TO D-04

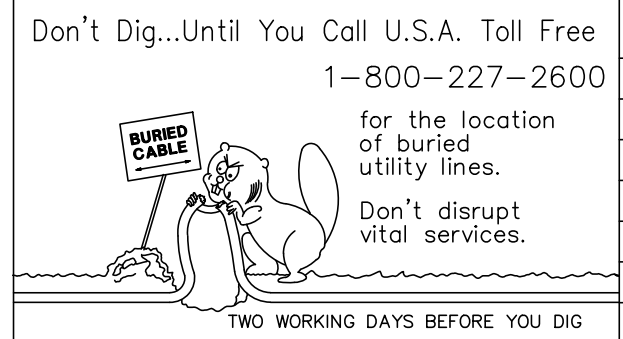
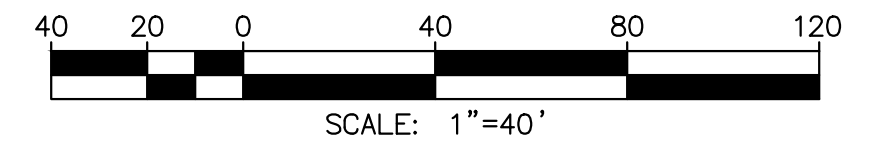
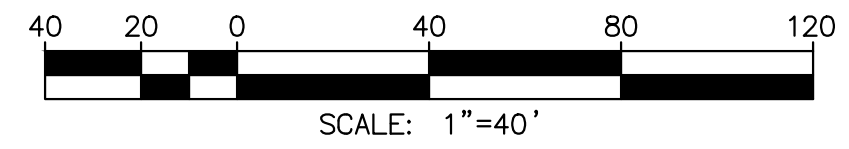
LEGEND:
PLACE NEW CONDUIT ——— (blue line)
REMOVE AERIAL DROP ——— (green line)

PROFILE
SCALE:
HOR 1"=40'
VERT 1"=20'



**65% DESIGN PLANS
NOT FOR CONSTRUCTION**

PLAN
SCALE 1"=40'

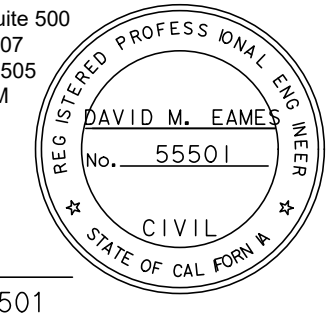


REF.	DESCRIPTION	APPR.	DATE	APPR.	DATE

DESIGNED BY:
DME
DRAWN BY:
RR/SM
DATE DRAWN:
10/2022



5 Hutton Centre, Suite 500
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM



PREPARED UNDER THE SUPERVISION OF:
DAVID M. EAMES
DATE:
R.C.E. #55501

RIVERSIDE COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT
APPROVED BY:
KYLA BROWN
GENERAL MANAGER
RECOMMENDED
DATE:

SANTA ANA RIVER TRAIL - PHASE 6
CLASS 1 MULTI-USE PATH
& NATURAL SURFACE TRAIL
PLAN AND PROFILE
STA 17+50 TO 24+50

RCTC AGREEMENT NO.
17-67-027-09
DRAWING NO.
L-02
SHEET NO.
11 OF 90

H:\PDATA\167982\CADD\TRANSPW\DLV\LAYOUT\167982-L-02.DWG

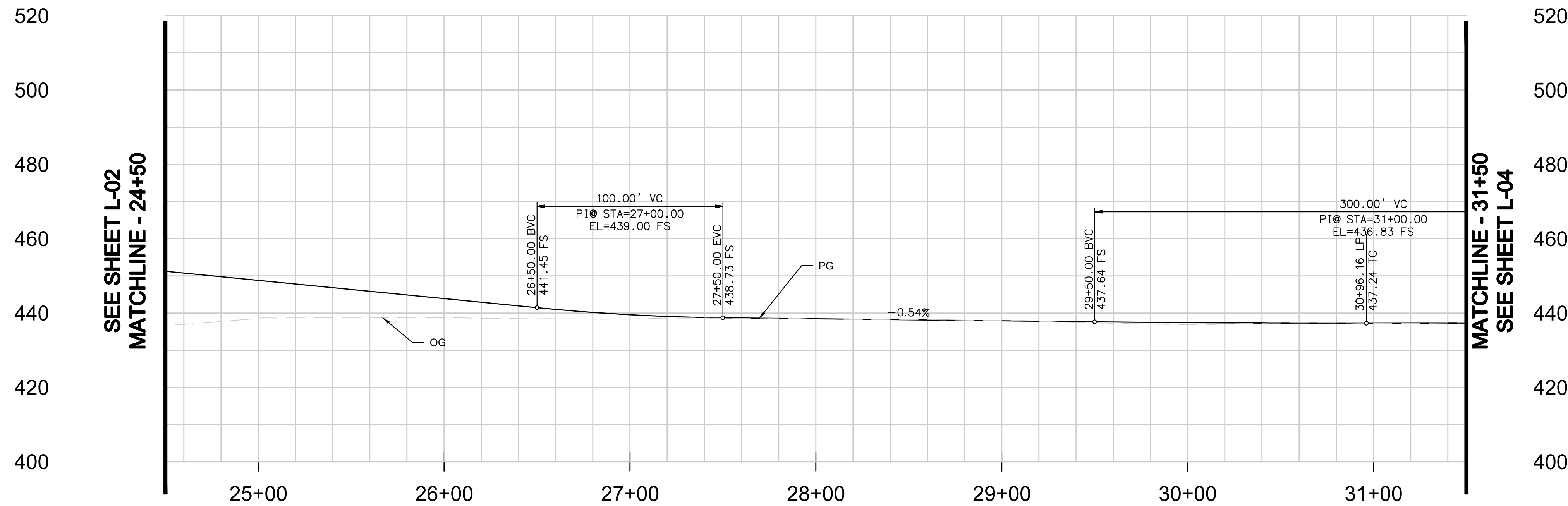
DATE PLOTTED => July 20, 2023
TIME PLOTTED => 9:36 AM
USERNAME => SUSAN.MICHALSKI

CONSTRUCTION NOTES

- ① PROTECT IN PLACE
- ② REMOVE AND DISPOSE OF ITEM (SEE PLAN)
- ④ RELOCATE ITEM (SEE PLAN)
- ⑧ CONSTRUCT 5" AC PAVING OVER 5" CAB
- ⑭ INSTALL DIKE TYPE C PER CALTRANS STD PLAN A87B
- ⑲ CONSTRUCT GOLF FENCING PER DETAIL
- ⑳ INSTALL MGS PER CALTRANS STD PLAN DETAIL A77L1
- ㉑ INSTALL MGS TERMINAL SECTION PER DETAIL
- ㉓ CONSTRUCT FLARED HEADWALL PER OCPW STD PLAN 1903

NOTE:
FOR ALIGNMENT AND CURVE DATA,
SEE SHEETS HC-01 AND HC-02

FOR DRAINAGE PLAN, SEE SHEETS
D-01 TO D-04

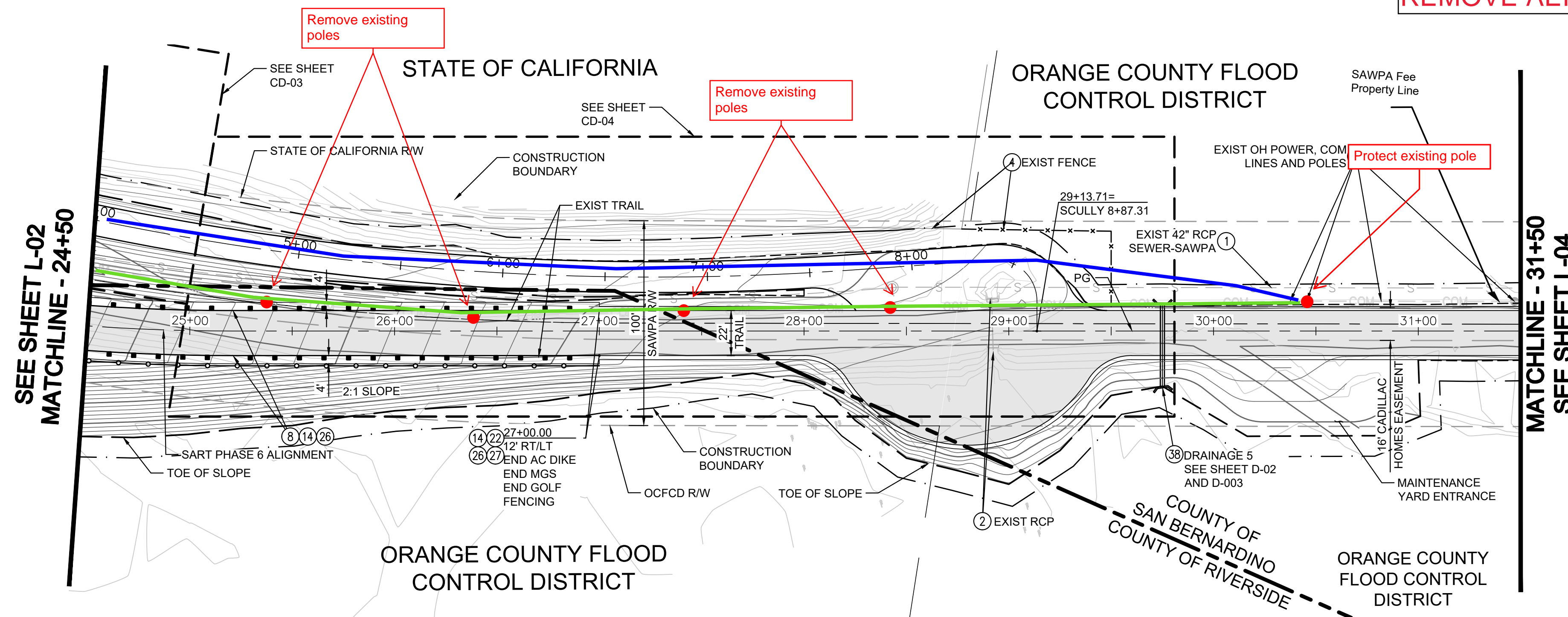


PROFILE
SCALE:
HOR 1"=40'
VERT 1"=20'

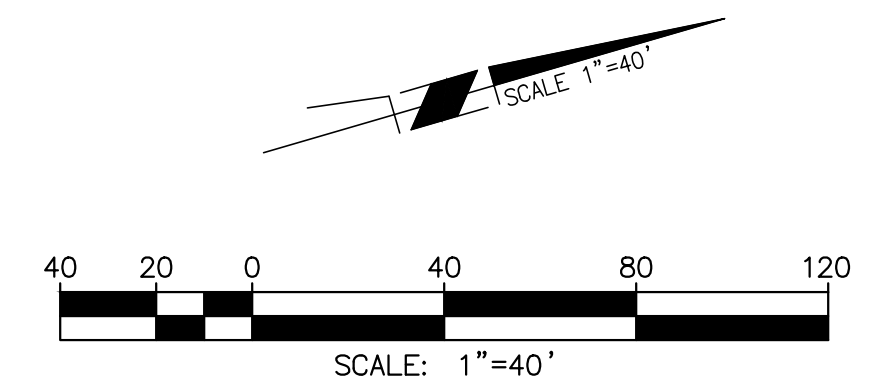
LEGEND:

PLACE NEW CONDUIT ———

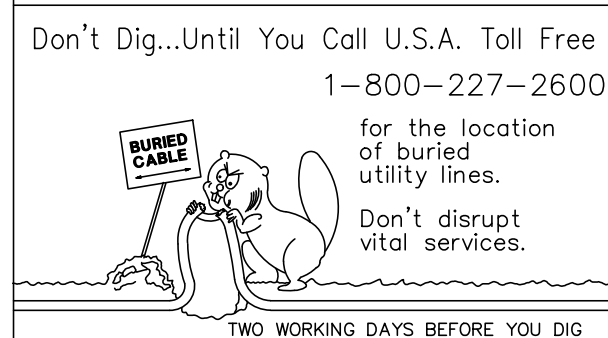
REMOVE AERIAL DROP ———



PLAN
SCALE 1"=40'



**65% DESIGN PLANS
NOT FOR CONSTRUCTION**



REF.	DESCRIPTION	APPR.	DATE	APPR.	DATE

DESIGNED BY: DME
DRAWN BY: RR/SM
DATE DRAWN: 10/2022

Michael Baker INTERNATIONAL
5 Hutton Centre, Suite 500
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

PREPARED UNDER THE SUPERVISION OF:
DAVID M. EAMES
DATE: R.C.E #55501

RIVERSIDE COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT
APPROVED BY:

KYLA BROWN
GENERAL MANAGER

RECOMMENDED

SANTA ANA RIVER TRAIL - PHASE 6
CLASS 1 MULTI-USE PATH
& NATURAL SURFACE TRAIL
PLAN AND PROFILE
STA 24+50 TO 31+50

RCTC AGREEMENT NO. 17-67-027-09
DRAWING NO. L-03
SHEET NO. 12 OF 90


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

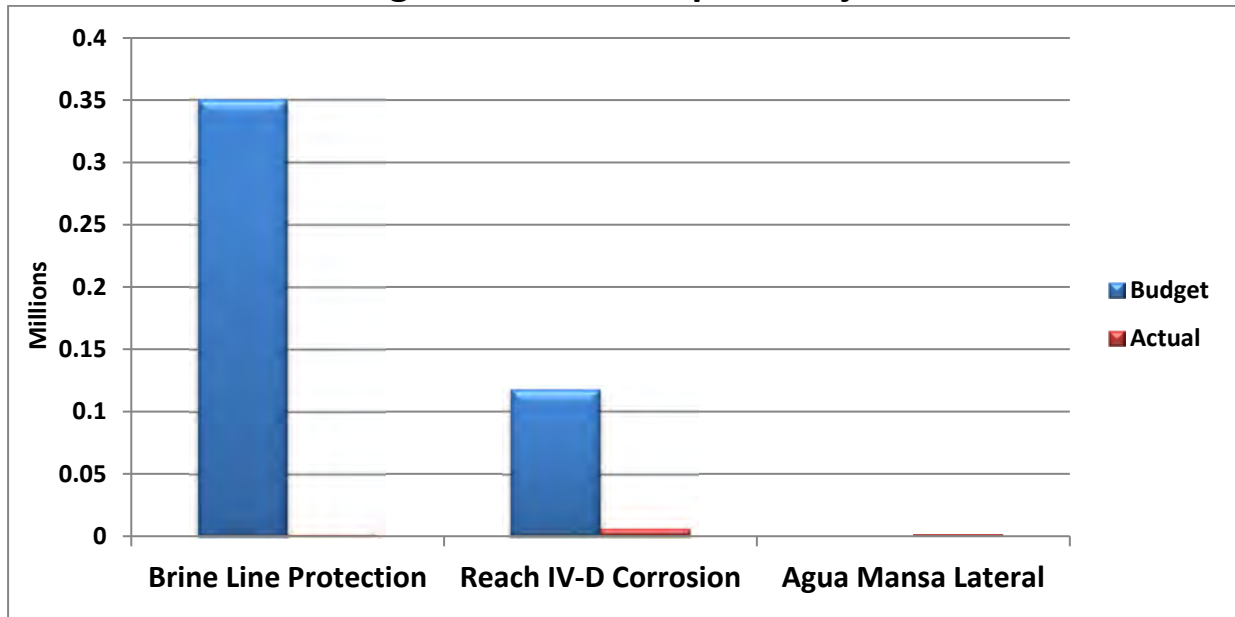
Staff comments provided on the last page are an integral part of this report.

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

Budget to Actual – Capital Projects				Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Brine Line Protection	\$1,400,590	\$350,148	\$1,512	\$348,636
Reach IV-D Corrosion	469,423	117,356	6,271	111,085
Agua Mansa Lateral	-	-	1,488	(1,488)
Total Capital Costs	\$1,870,013	\$467,504	\$9,271	\$458,233

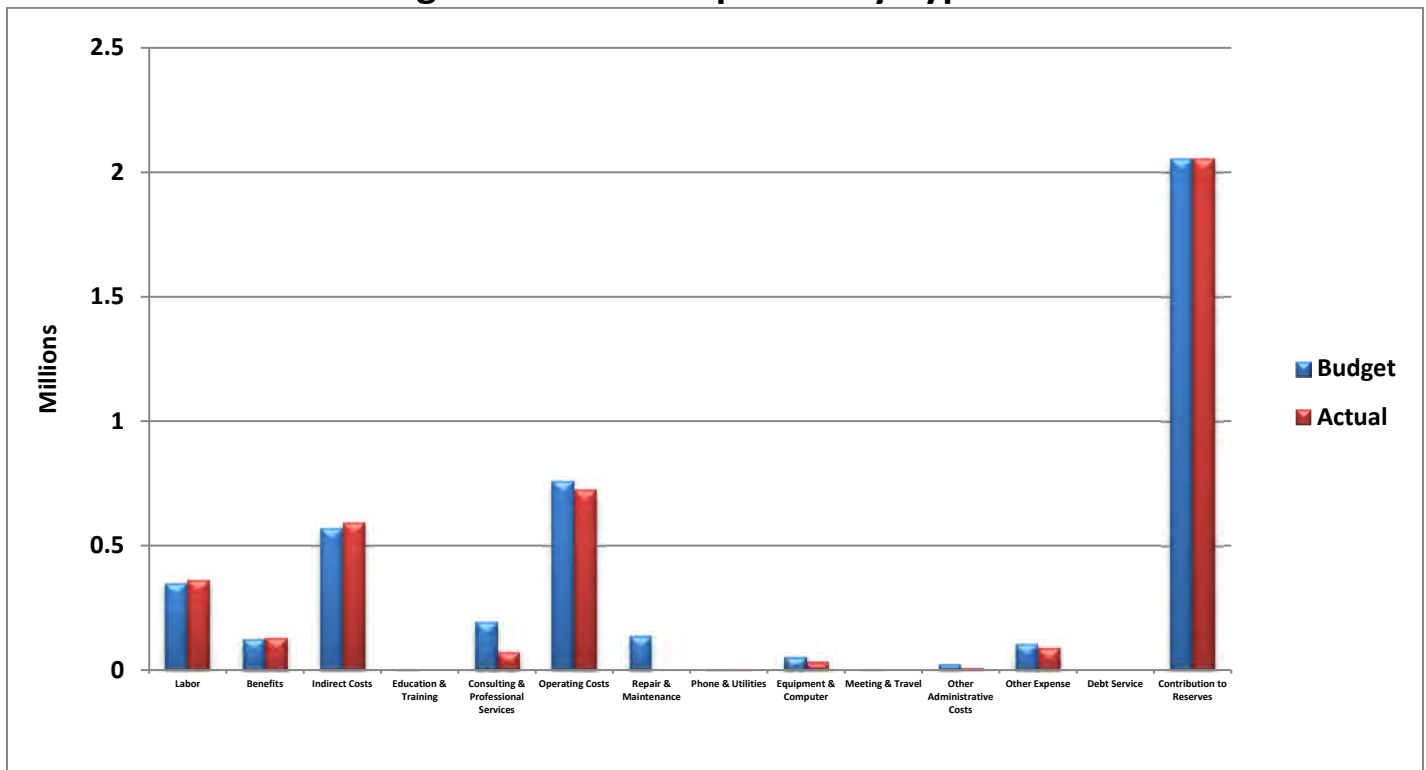
Budget to Actual - Capital Projects



Brine Line – Operating

Budget to Actual - Expenses by Type				 On Track
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,392,817	\$348,204	\$361,937	(\$13,733)
Benefits	507,443	126,861	131,745	(4,884)
Indirect Costs	2,278,716	569,679	592,130	(22,451)
Education & Training	15,225	3,806	-	3,806
Consulting & Prof Svcs	772,500	193,125	75,067	118,058
Operating Costs	3,041,939	760,485	725,191	35,294
Repair & Maintenance	553,558	138,390	687	137,703
Phone & Utilities	13,200	3,300	2,287	1,013
Equip & Computers	204,167	51,042	32,562	18,480
Meeting & Travel	7,700	1,925	1,126	799
Other Admin Costs	98,988	24,747	9,668	15,079
Other Expense	426,597	106,649	89,222	17,427
Debt Service	1,709,476	-	-	-
Contribution to Reserves	2,055,786	2,055,786	2,055,786	-
Total	\$13,078,112	\$4,383,999	\$4,077,408	\$306,591

Budget to Actual - Expenses by Type



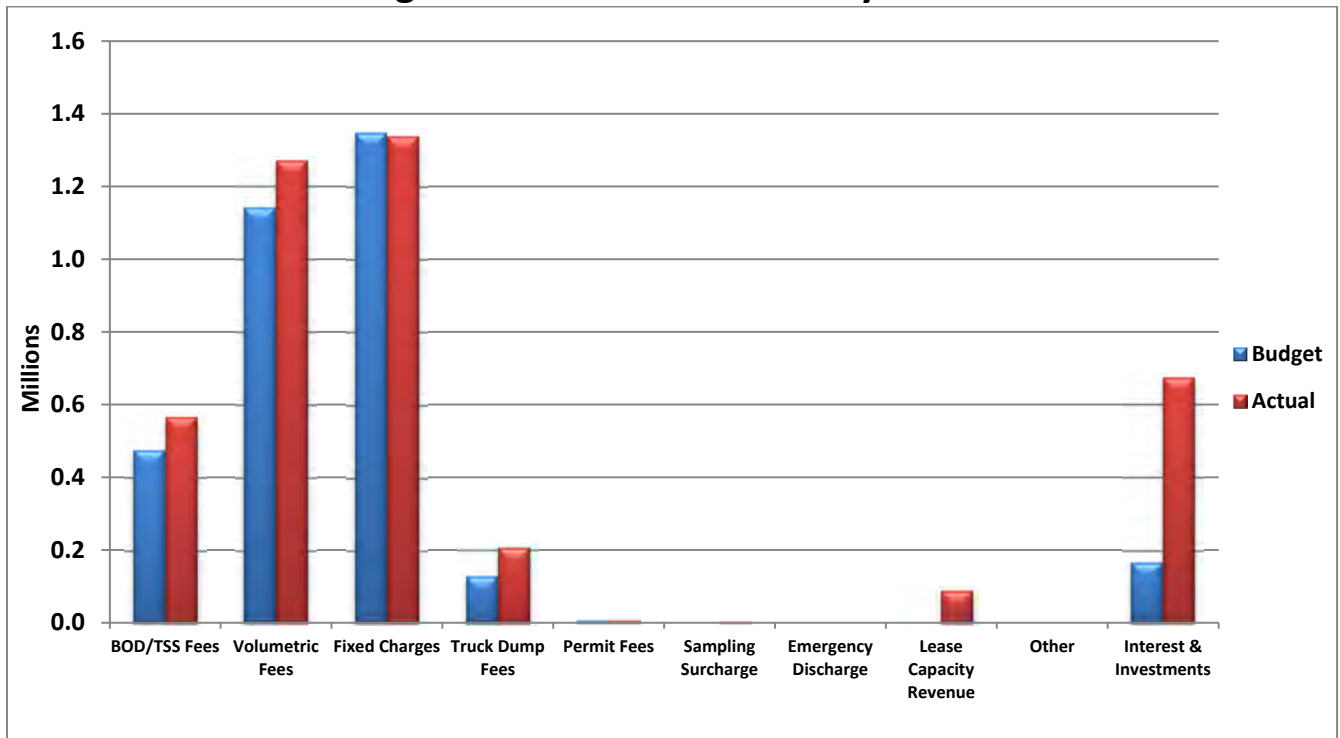
Budget to Actual - Revenues by Source



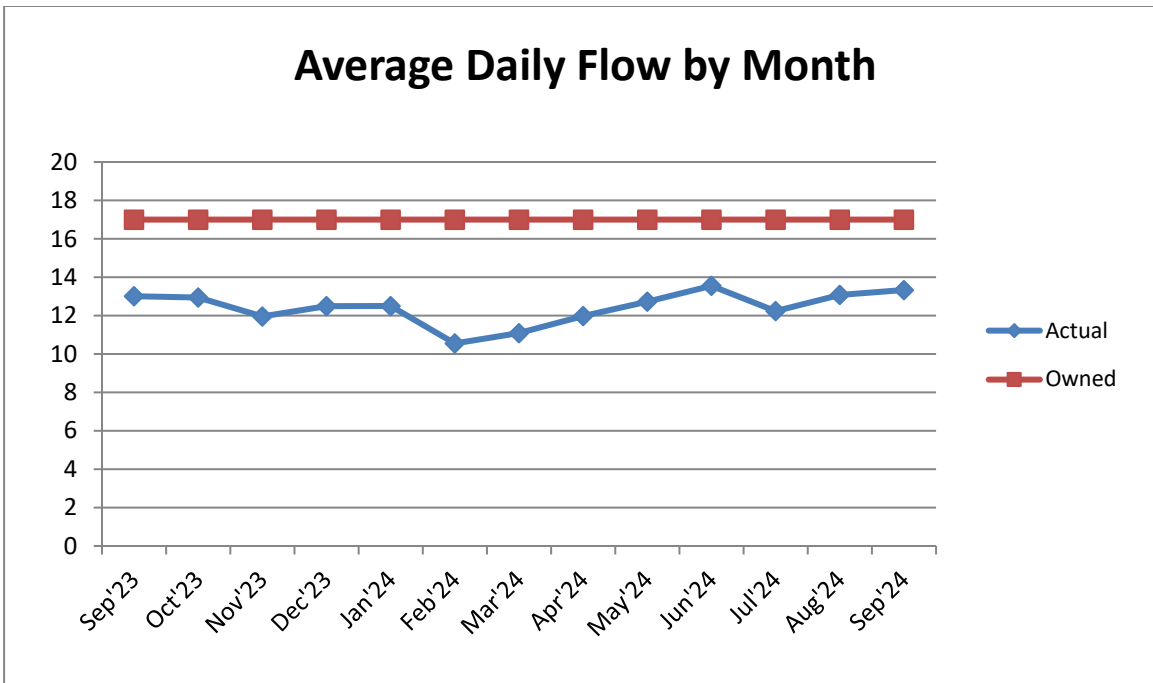
Favorable

	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$1,900,850	\$475,213	\$567,054	\$91,841
Volumetric Fees	4,564,617	1,141,154	1,270,564	129,410
Fixed Charges	5,396,025	1,349,006	1,338,877	(10,129)
Truck Dump Fees	517,020	129,255	206,376	77,121
Permit Fees	26,600	7,900	7,900	-
Sampling Surcharge	-	-	3,761	3,761
Emergency Discharge Fees	-	-	201	201
Lease Capacity Revenue	-	-	87,272	87,272
Other Revenue	-	-	100	100
Interest & Investments	673,000	168,250	673,814	505,564
Total	\$13,078,112	\$3,270,778	\$4,155,919	\$885,141

Budget to Actual - Revenues by Source



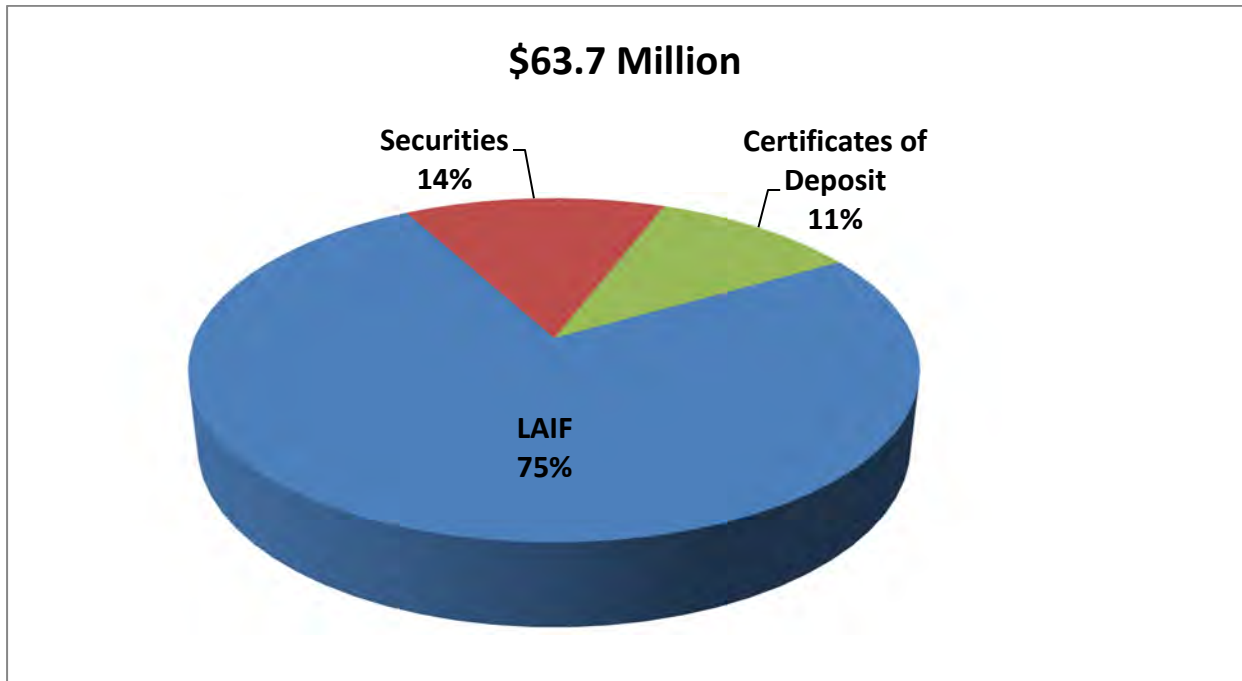
Average Daily Flow by Month



Total Discharge by Agency (in million gallons)

Discharger	Jul'24	Aug'24	Sep'24	Oct'24	Nov'43	Dec'24	Total
Chino Desalter Authority	109.4633	99.5941	115.5658				324.6232
Eastern Municipal Water District	104.3521	91.4534	115.7813				311.5868
Inland Empire Utilities Agency	16.9394	14.3438	15.7094				46.9926
San Bernardino Valley MWD	44.0789	45.0388	44.7654				133.8831
Western Municipal Water District	88.9240	124.8091	124.5022				338.2353
SAWPA Adjustment	0.0000	0.0000	6.5000				6.5000
Truck Discharge	4.0942	3.9492	3.4518				11.4952
Total	367.8519	379.1884	426.2759				1,173.3162





Total Cash & Investments



Reserve Fund Balance

	Amount
Debt Retirement	\$3,011,686
Pipeline Replacement & Capital Investment	36,643,173
OC San Pipeline Rehabilitation	3,036,460
Pipeline Capacity Management	12,808,111
OC San Future Treatment & Disposal Capacity	1,960,963
Brine Line Operating	2,288,059
Brine Line Operating Cash	3,970,580
Total Reserves	\$63,719,032

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 98% below budget. Operating Expenses are 6.99% below budget and Revenues are 27.1% above budget.



SANTA ANA WATERSHED
PROJECT AUTHORITY

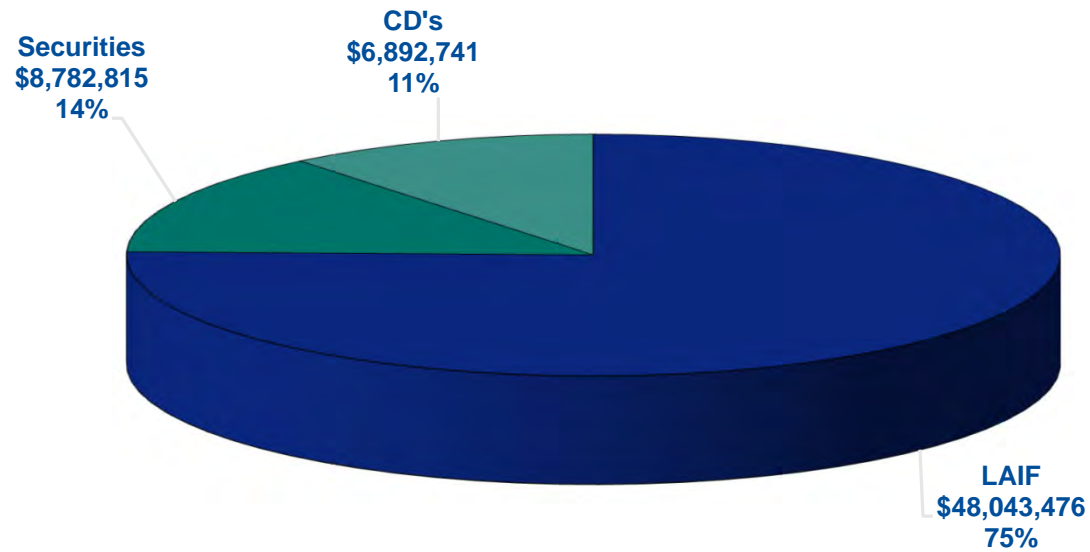
Financial Report for the Inland Empire Brine Line Enterprise/CIP for the 1st Quarter Ending September 30, 2024

Agenda

- Cash & Investments
- Reserve Account Balances
- Transfer, Uses, and Contributions from/to Reserves
- Enterprise Revenues
- Enterprise Expenses
- Enterprise Performance
- Capital Improvement Program

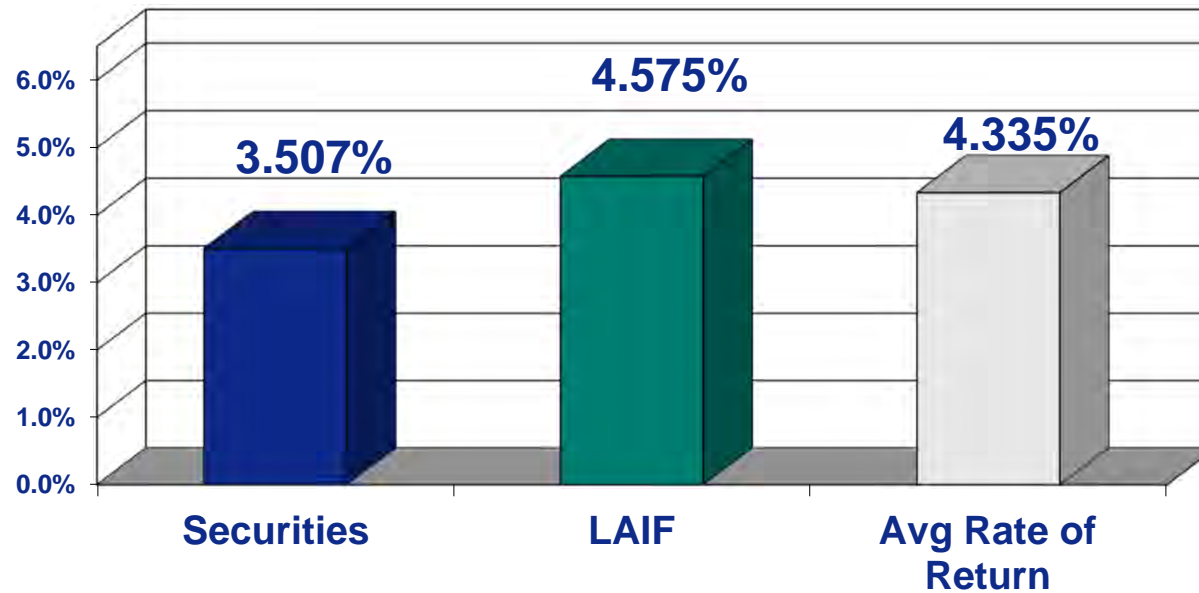
Cash & Investments

\$63,719,032



Cash & Investments

Interest Rate Analysis



Reserve Account Balance

Reserve Account	Balance
Debt Retirement	\$3,011,686
Pipeline Replacement & Capital Investment	36,643,173
OC San Pipeline Rehabilitation	3,036,460
Pipeline Capacity Management	12,808,111
OC San Future Treatment & Disposal Capacity	1,960,963
Brine Line Operating	2,288,059
Operating Cash	3,970,580
Total Reserves	\$63,719,032

Reserve Account Balance

Reserve	Balance @ 12/31/2023	Balance @ 03/31/2024	Balance @ 06/30/2024	Balance @ 09/30/2024
Debt Retirement	\$2,922,922	\$2,951,490	\$2,979,538	\$3,011,686
Pipeline Replacement & Capital Investment	34,710,784	33,985,636	34,149,034	36,643,173
OC San Pipeline Rehabilitation	2,795,769	2,823,097	2,849,924	3,036,460
Pipeline Capacity Mgmt	12,430,612	12,552,108	12,671,389	12,808,111
OC San Future Treatment & Disposal Capacity	1,903,167	1,921,768	1,940,031	1,960,963
Brine Line Operating	2,197,891	2,219,372	2,240,462	2,288,059
Operating Cash	3,392,879	3,902,910	4,429,327	3,970,580
Total	\$60,354,024	\$60,356,381	\$61,259,705	\$63,719,032

Transfers, Uses, and Contributions to/from Reserves

Pipeline Replacement & Capital Investment

- Contribution of \$1,900,000
- SBVMWD Cost Share Agua Mansa - \$562,152
- Use of Reserves Fund 328 (Agua Mansa Lateral Final) - \$125,191
- Interest Earned of \$197,167

OC San Pipeline Rehabilitation

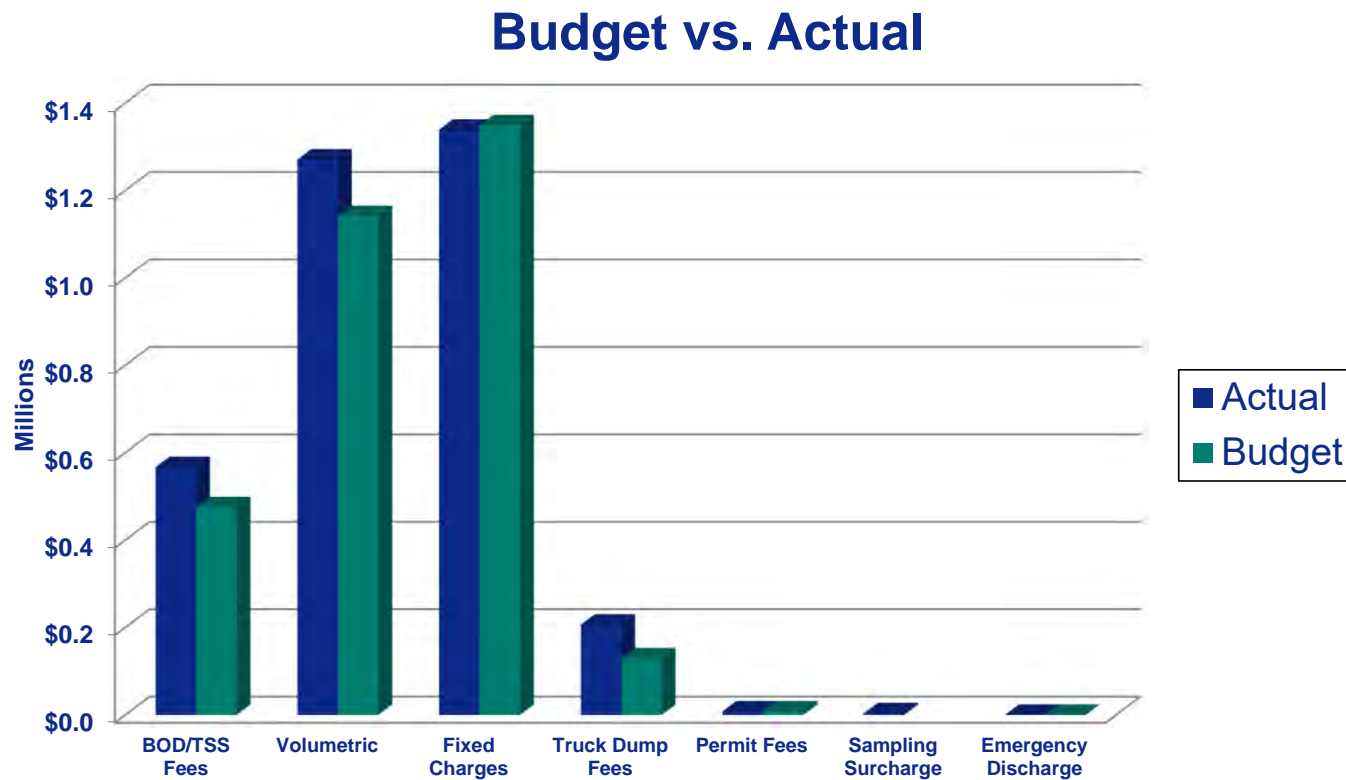
- Contribution of \$155,786

Interest Earned (All Reserve Funds) - \$673,814

Total Operating Revenues

Source	Actual	Budget	Variance Positive/(Negative)
BOD/TSS Fees	\$567,054	\$475,213	\$91,841
Volumetric Fees	1,270,564	1,141,154	129,410
Fixed Charges	1,338,877	1,349,006	(10,129)
Truck Discharge	206,376	129,255	77,121
Permit Fees	7,900	7,900	0
Sampling Surcharge	3,761	0	3,761
Emergency Discharge Fees	201	0	201
Total Operating Revenues	\$3,394,733	\$3,102,528	\$292,205

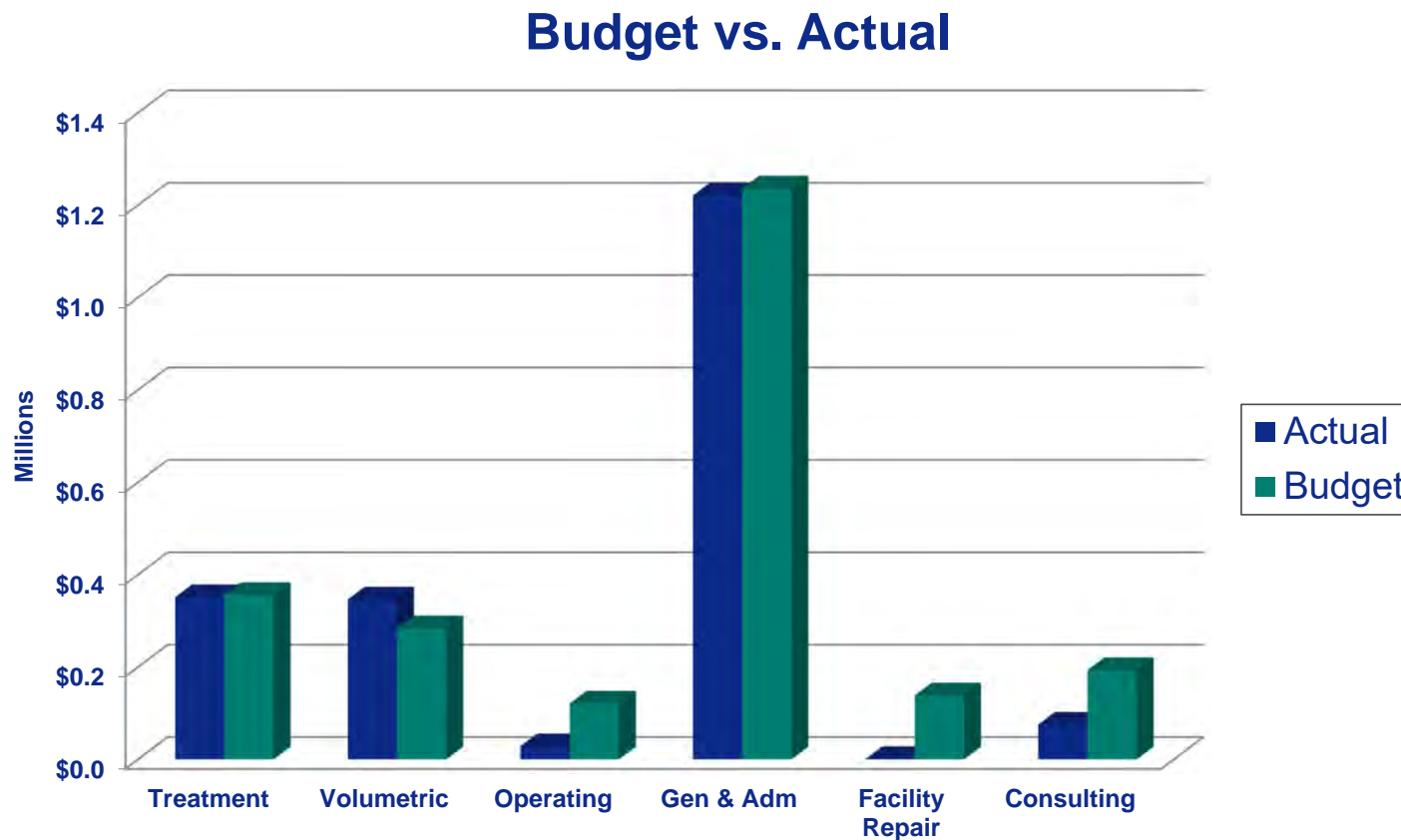
Operating Revenues vs. Budget



Total Operating Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Treatment Costs	(\$351,013)	(\$355,875)	\$4,862
Volumetric Costs	(345,881)	(283,780)	(62,101)
Operating Costs	(28,297)	(120,830)	92,533
General & Administration	(1,220,677)	(1,236,213)	15,536
Facility Repair & Maintenance	(687)	(138,390)	137,703
Consulting & Prof. Services	(75,067)	(193,125)	118,058
Total Operating Expenses	(\$2,021,622)	(\$2,328,213)	\$306,591

Operating Expenses vs. Budget



Non-Operating Revenues and Expenses

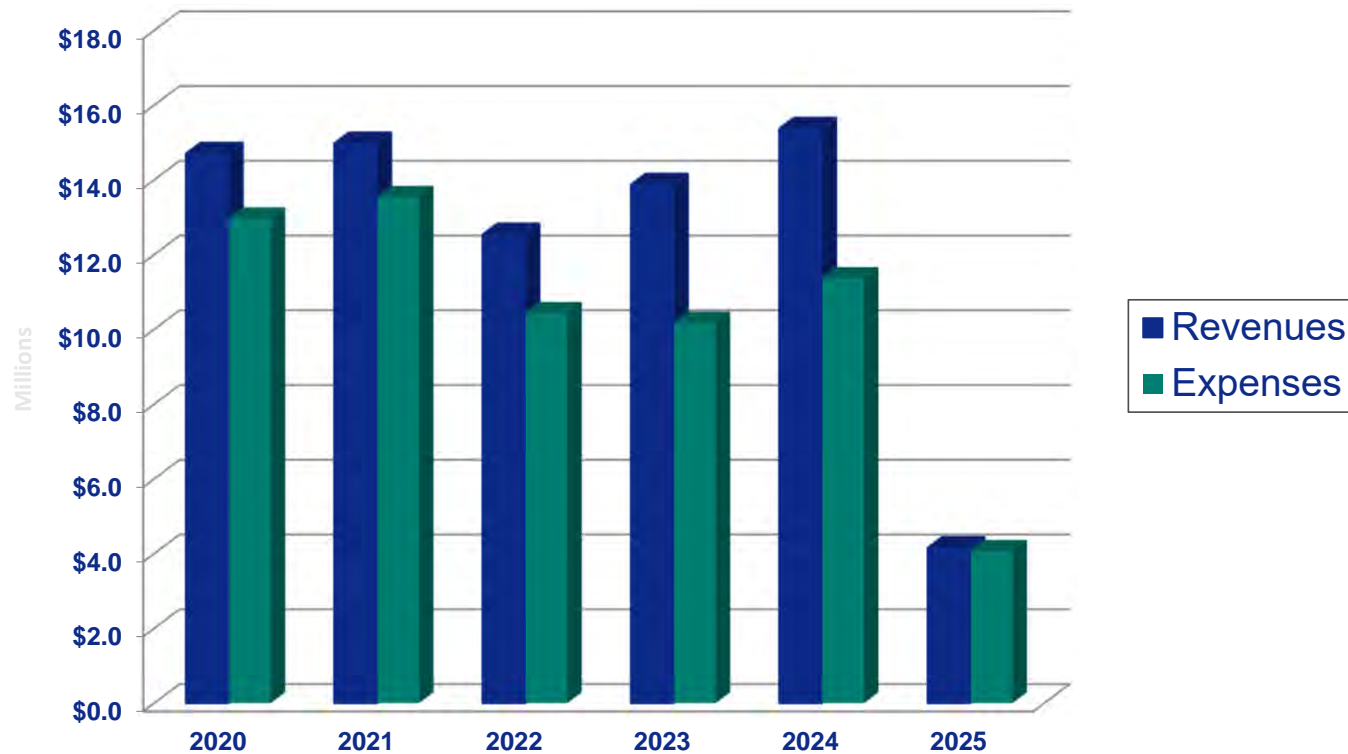
Source	Actual	Budget	Variance Positive/(Negative)
Interest & Investments	\$673,814	\$168,250	\$505,564
Other Income	100	0	100
Contributions to Reserves	(2,055,786)	(2,055,786)	0
Total Non-Operating	(\$1,381,872)	(\$1,887,536)	\$505,664

5 Year Enterprise Performance

FYE	Revenue	Expense	Net Gain (Loss)
2020	14,705,314	(12,973,136)	1,732,178
2021	14,979,869	(13,547,431)	1,432,438
2022	12,540,991	(10,440,350)	2,100,641
2023	13,875,754	(10,184,463)	3,691,291
2024*	15,375,569	(11,378,654)	3,996,915
2025	4,155,919	(4,077,408)	78,511

- Revenues for 2024 does not include capital contributions of \$2,1660,016 for the construction of the Agua Mansa Lateral which are one time revenue sources used to pay for construction.

5 Year Enterprise Performance



Enterprise Performance

Flow, BOD, TSS Actual vs. OC San Billing

	SAWPA Billed	OC San Billing	Difference
Total Flow (MG)	1,172.887	1,178.630	(5.743)
Total BOD (1,000 lbs)	278.015	196.595	81.42
Total TSS (1,000 lbs)	919.437	550.467	368.97
Flow - Pass through per MG	\$272.80	\$293.46	(\$20.66)
BOD cost per 1,000 lbs	\$396.00	\$395.62	\$0.38
TSS cost per 1,000 lbs	\$497.00	\$496.37	\$0.63

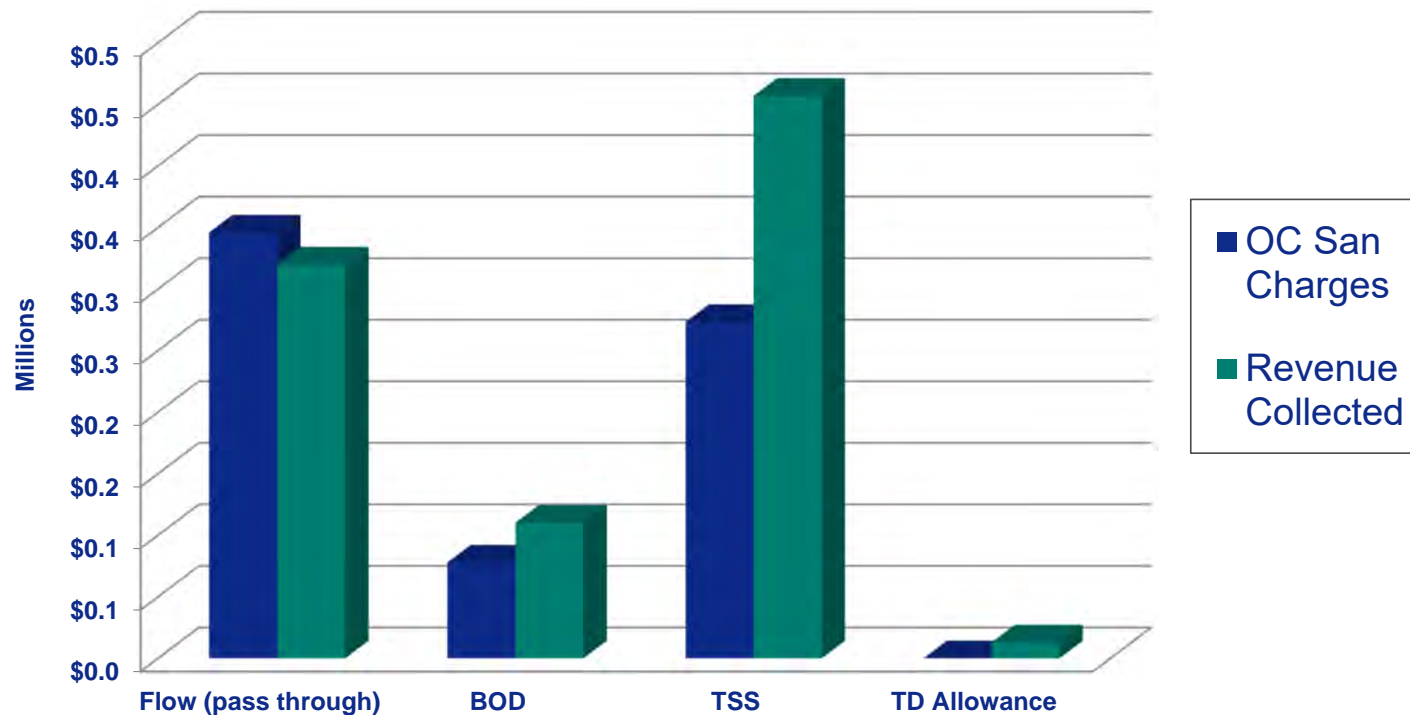
Enterprise Performance

OC San Flow, BOD & TSS Charges vs. Revenue Billed

	Revenue Billed	OC San Charges	Difference
Flow (pass through)	\$319,964	\$345,881	(\$25,917)
BOD	110,093	77,777	32,316
TSS	456,960	273,235	183,725
TD Allowance	12,899	0	12,899
Total	\$899,916	\$696,893	\$203,023

Enterprise Performance

OC San Flow, BOD & TSS Charges vs. Revenue Billed



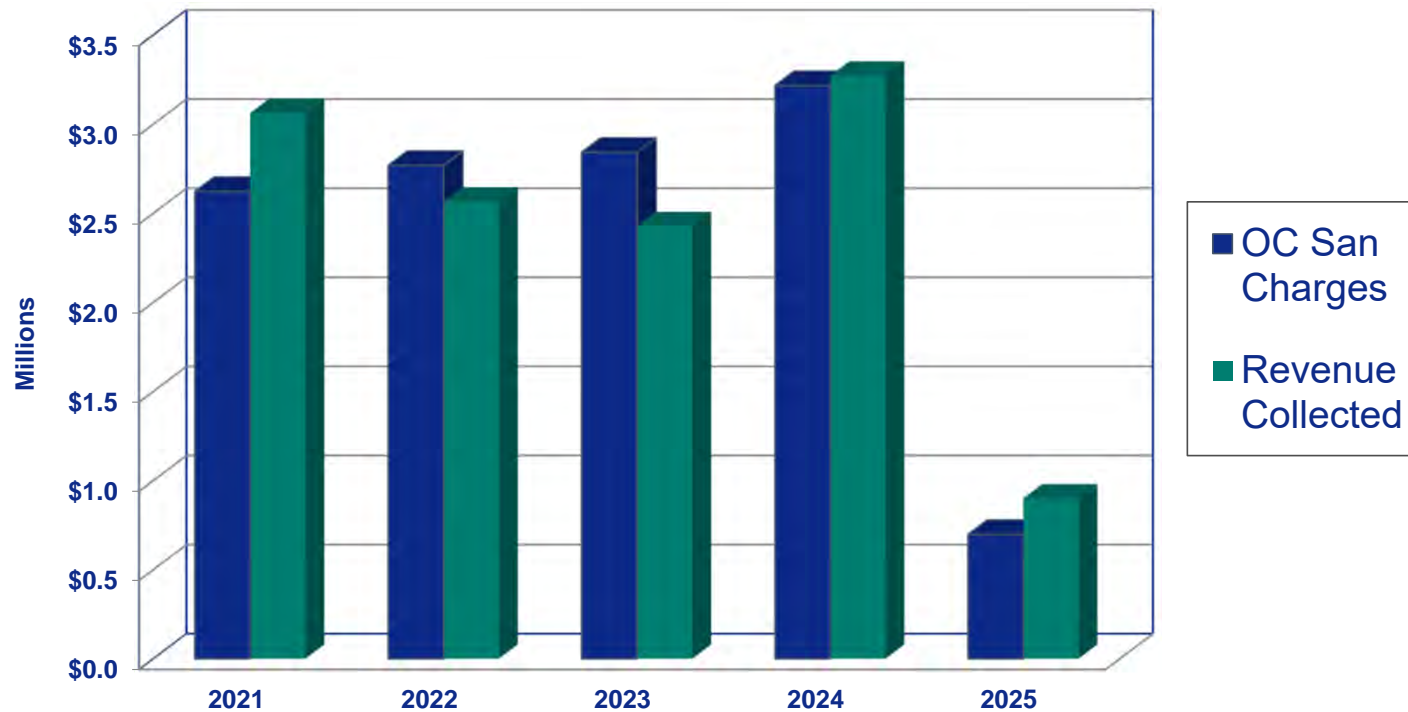
5 Year Enterprise Performance

Flow, BOD & TSS Charges vs. Revenue Billed – Last 5 Years

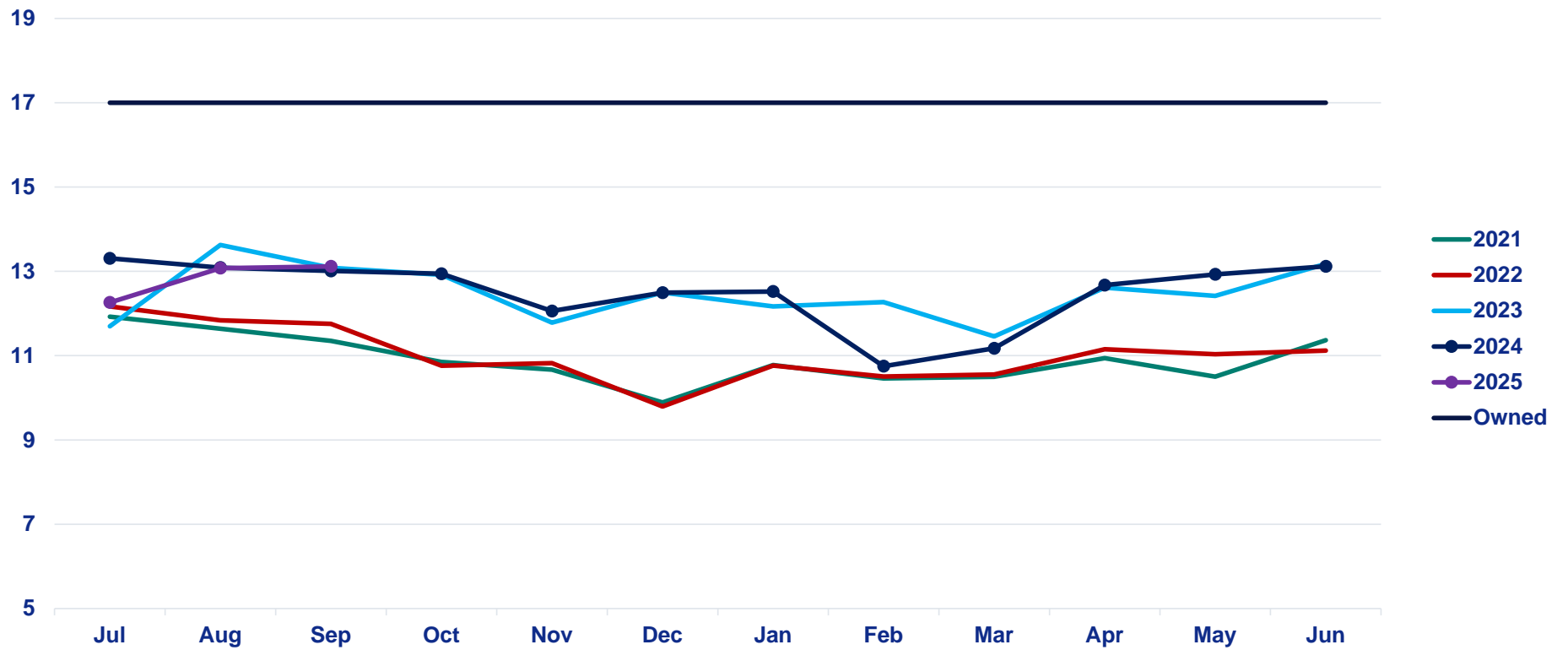
FYE	Revenue Billed	OC San Charges	Difference
2021	3,061,944	2,621,142	440,802
2022	2,566,021	2,767,351	(201,330)
2023	2,427,005	2,841,389	(414,384)
2024	3,271,738	3,216,230	55,508
2025	899,916	696,893	203,023
Total	\$12,226,624	\$12,143,005	\$83,619

5 Year Enterprise Performance

Flow, BOD & TSS Charges vs. Revenue Billed – Last 5 Years

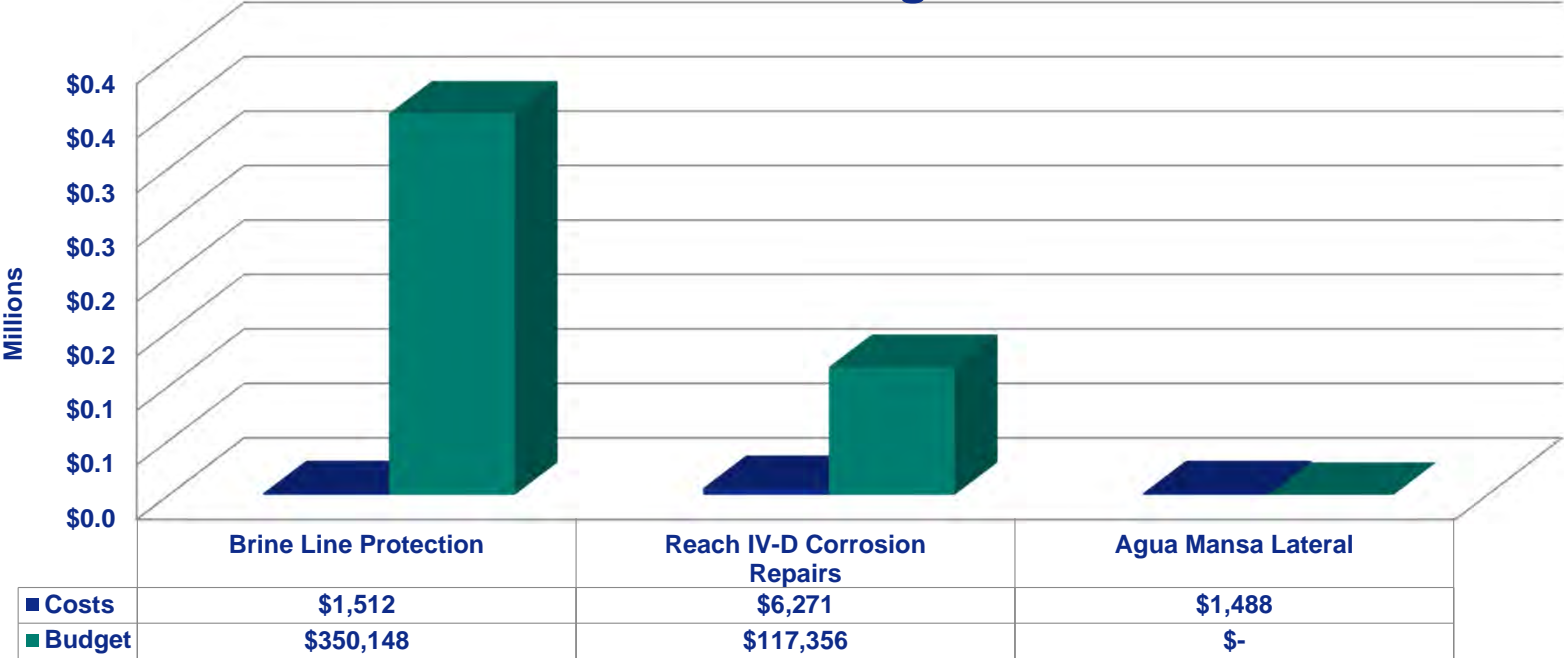


Average Daily Flow



Capital Projects

Costs vs. Budget



Capital Project Fund (320)

Brine Line Protection / Relocation Projects

- **D/S Prado in OC – emergency protection work, pipeline relocation**
- **Above Prado - pipeline relocation and manhole lid adjustments – when required**
- **D/S Prado in Riverside County – bank armoring**

Questions

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