



AGENDA

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 the zoom link provided below. The zoom link is for viewing purposes only; members of the public will not have speaking privileges virtually. Public Comments may be provided in person or submitted in advance to publiccomment@sawpa.gov. Speaking privileges through zoom are limited to approved entities and pre-vetted participants who must request authorization. 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.

ZOOM LINK FOR VIEWING ONLY

<https://sawpa.zoom.us/j/85815539567>

REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE

TUESDAY, OCTOBER 6, 2026 – 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

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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 Committees' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on October 5, 2026. 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 PA 24 Committee 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 REGULAR MEETING MINUTES: SEPTEMBER 1, 2026..... 5

Recommendation: Approve as posted.

B. APPROVAL OF SPECIAL MEETING MINUTES: SEPTEMBER 10, 2026 11

Recommendation: Approve as posted.

6. COMMITTEE DISCUSSION/ACTION ITEMS

A. LICENSE AGREEMENT WITH RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT (PA24#2026.16)..... 13

Presenter: Daniel Vasquez

Recommendation: To authorize the General Manager to execute a License Agreement with Riverside County Regional Park and Open-Space District (RivCo Parks) to authorize construction, inspection, maintenance, repair and operation of the Santa Ana River Trail (SART) in SAWPA's fee property on Reach IV.

B. INLAND EMPIRE BRINE LINE REACH IV-B LOWER MAINTENANCE ACCESS STRUCTURE PROJECT (PA24#2026.17)..... 39

Presenter: David Ruhl

Recommendation: That the Project Agreement 24 Committee:

1. Direct staff to issue a Request for Proposals (RFP) for Construction Management and Inspection Services for the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project; and
2. Receive and file an update on the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project.



7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

A. BRINE LINE FINANCIAL REPORT – JULY 2026 63

B. GENERAL MANAGER REPORT

C. CHAIR’S COMMENTS/REPORT

D. COMMITTEE MEMBER COMMENTS

8. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

9. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9: (2 potential cases)

July 16, 2026 brine release on Temescal Canyon Road and Dos Lagos Drive

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9: (1 potential case)

10. CLOSED SESSION REPORT

11. ADJOURNMENT



PLEASE NOTE:

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email svilla@sawpa.gov 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

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.gov, 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 October 1, 2026, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, CA 92503.

2026 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 1/6/26 Regular Committee Meeting [cancelled]	February 2/3/26 Regular Committee Meeting
March 3/3/26 Regular Committee Meeting [cancelled]	April 4/7/26 Regular Committee Meeting
May 5/5/26 Regular Committee Meeting	June 6/2/26 Regular Committee Meeting
July 7/7/26 Regular Committee Meeting	August 8/4/26 Regular Committee Meeting
September 9/1/26 Regular Committee Meeting	October 10/6/26 Regular Committee Meeting
November 11/3/26 Regular Committee Meeting	December 12/1/26 Regular Committee Meeting



PROJECT AGREEMENT 24 COMMITTEE
Inland Empire Brine Line
REGULAR MEETING MINUTES
September 1, 2026

COMMITTEE MEMBERS PRESENT

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

COMMITTEE MEMBERS ABSENT

None.

COMMITTEE MEMBERS PRESENT [Non-Voting]

Gil Botello, Alternate, San Bernardino Valley Municipal Water District Governing Board
Derek Kawaii, Alternate, Western Municipal Water District [via – zoom]

STAFF PRESENT

Karen Williams, David Ruhl, Dean Unger, John Leete, Sara Villa, Joel Osuna-Williams,
Shavonne Turner, Emily Fuentes, Lucas Gilbert, Marie Jauregui, Linda Kim

OTHERS PRESENT

Julie Riley, Lagerlof, LLP; Eddie Lin, Inland Empire Utilities Agency; Fred Jung, Orange County
Water District; Michael Miller, Lake Hemet Municipal Water District

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE

The Regular Meeting of the PA 24 Committee was called to order at 10:30 a.m. by Chair Harrison on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, CA 92503.

2. ROLL CALL

An oral roll call was duly noted and recorded by the Clerk of the Board.

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 be added or deleted.

5. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: AUGUST 4, 2026

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

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

6. COMMITTEE DISCUSSION/ACTION ITEMS

A. INLAND EMPIRE BRINE LINE RESERVE FUNDS REVIEW (PA24#2026.14)

Karen Williams provided a presentation titled *Inland Empire Brine Line Reserve Funds Review*, contained in the agenda packet on pages 23-37.

Ms. Williams presented the annual Inland Empire Brine Line Reserve Fund review. The review has been provided to the member agencies' finance staff and General Managers, and no comments or concerns were received. The recommended fiscal year 2027 Brine Line Operating Reserve target was \$2,753,815, representing 25% of total operating expenses. The Brine Line Replacement and Capital Investment Reserve minimum and maximum targets were recommended to be updated to \$20,122,704 and \$49,461,759, respectively, based on the updated 10-year Capital Improvement Plan of approximately \$67.2 million. The remaining reserve funds were recommended to remain at their current levels and continue accruing interest.

Ms. Williams reviewed the balances and changes for each reserve. The Brine Line Operating Reserve was approximately \$117,312 below its proposed target, while the Debt Retirement, Pipeline Capacity Management, and Orange County Sanitation District (OC San) Future Treatment and Disposal Capacity reserves were above their respective targets. The OC San Pipeline Rehabilitation Reserve and other capital reserves remained below their targets. Overall, total reserves were approximately \$71 million, with approximately \$1.7 million restricted for debt service.

Ms. Williams recommended retaining approximately \$3.3 million in the Debt Retirement Reserve to support potential future State Revolving Fund financing requirements. The Pipeline Capacity Management Reserve, currently at approximately \$13.8 million, would also remain unchanged for future capacity-related projects. The OC San Future Treatment and Disposal Capacity Reserve would remain at approximately \$2.1 million, while the OC San Pipeline Rehabilitation Reserve would continue receiving its annual contribution pending updated information from OC San regarding its capital improvement program. The Pipeline Replacement and Capital Investment Reserve had a balance of approximately \$45.5 million as of June 30, 2026, and was expected to approach its maximum target after the fiscal year 2027 contribution and allocation of the remaining surplus. Ms. Williams noted that reaching the target could reduce the need for future contributions to this reserve. She also explained that contributions reflected transfers of excess funds between accounts, including prior-year surplus allocations.

For fiscal year 2026, total revenues were approximately \$16.4 million and total expenses were approximately \$10.3 million, resulting in an excess of approximately \$3.7 million after accounting for budgeted contributions. The recommendation was to transfer \$117,312 of the surplus to the Brine Line Operating Reserve to bring it to its target balance and allocate the remaining surplus to the Pipeline Replacement and Capital Investment Reserve.

A question was raised regarding whether the potential Pipeline Capacity Management projects had been identified. Ms. Williams explained that several potential projects are included in the Capital Improvement Plan; however, no final determination has been made regarding which projects will be pursued. Additional capacity-related improvements are not anticipated until pipeline flows approach 30 MGD, which is still several years away. The reserve funds may be used for one or more of the projects identified in the CIP as the need develops.

A discussion followed regarding the availability of additional OC San treatment capacity. It was noted that OC San would not sell additional capacity until the existing capacity is

being utilized at approximately 30 MGD on a regular basis. Current pipeline flows were reported to average 12 to 13 MGD, while the available capacity was referenced as approximately 17 MGD.

A Commissioner requested clarification regarding the reported contributions. Ms. Williams explained that the Fiscal Year 2026 budget included a \$2 million contribution to the reserve, in addition to approximately \$3 million in prior-year surplus funds transferred into the reserve through the annual reserve review process. It was clarified that these contributions primarily represent transfers of excess funds between reserve accounts rather than new revenues generated by the agency.

Ms. Williams then reviewed the treatment capacity transaction involving Yucaipa Valley Water District. Because OCSAN would not permit the purchase of additional treatment capacity at that time, Yucaipa Valley Water District obtained approximately 0.5 MGD of treatment capacity from the agency pursuant to an agreement. The transaction generated approximately \$4.5 million, which was placed into a reserve account. The reserve earned approximately \$207,000 in interest during Fiscal Year 2026, and SAWPA received a 0.25 percent administrative fee of approximately \$11,601 pursuant to the agreement. As of June 30, 2026, the reserve balance was approximately \$4.7 million and will continue to accrue interest in accordance with the agreement with San Bernardino Valley and Yucaipa Valley Water District.

Ms. Williams noted that no comments or concerns were received from the member agencies' General Managers or financial staff regarding the reserve fund review and recommendations.

MOVED, to approve the following:

1. **R-01 Brine Line Operating Reserve**

Set the target balance at \$2,753,815, representing 25% of total operating expenses of \$11,015,258 for Fiscal Year Ending (FYE) 2027, an increase of \$204,874, and continue to accrue interest.

2. **R-07 Brine Line Replacement and Capital Investment Reserve**

Establish the minimum and target funding levels at \$20,122,704 and \$49,461,759, respectively, based on the revised Capital Improvement Plan (CIP) total of \$67.2 million, as determined through Engineering's review.

3. **Other Reserve Funds**

Approve the continued accrual of interest in FYE 2027 for the following reserve funds, with funding levels (as of June 30, 2026) above their respective targets:

- o R-02 Brine Line Debt Service Reserve
- o R-04 Pipeline Capacity Management Reserve
- o R-05 OC Future Treatment & Disposal Capacity Reserve

4. **Surplus Allocation**

From the projected \$3,692,532 surplus for FYE 2026:

- o Transfer \$117,312 to the R-01 Brine Line Operating Reserve to reach its target balance.
- o Allocate the remaining balance to the R-07 Brine Line Replacement and Capital Investment Reserve.

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

B. INLAND EMPIRE BRINE LINE – DATA MANAGEMENT SYSTEM UPDATE
(PA24#2026.15)

Lucas Gilbert provided a presentation titled *Inland Empire Brine Line Data Management System*, contained in the agenda packet on pages 41-52.

Mr. Gilbert provided an update on the implementation of SAWPA's new database management system for the Brine Line Pretreatment Program. SAWPA serves as the administering agency and delegated control authority for the program, which requires a reliable database management system to support daily operations and maintain program records. The existing IPACS system, which has been in use since 2014, was built on a Microsoft.net framework that has since sunset, prompting the need for replacement. In June 2025, Klir was selected through a competitive procurement process to replace IPACS, and implementation began shortly thereafter.

The new Klir system is a cloud-based environmental compliance data management platform that will provide remote access for SAWPA and participating agency staff, streamline data entry through automated data uploads, enable electronic reporting by regulated industries, and provide enhanced reporting and data-trend analysis capabilities. Implementation has progressed through discovery, system configuration, permitting and enforcement modules, data migration from IPACS, and hands-on testing. IPACS will remain operational during the transition to maintain continuity of records and staff support.

Mr. Gilbert reported that SAWPA has prioritized accurate and complete system configuration over an accelerated implementation schedule. The anticipated timeline includes completion of the Klir onboarding process in September, followed by SAWPA staff training and preparation. Training for participating agency staff is expected to begin in November, with Klir targeted to become the program's primary database management system in January.

Commissioner Gardner expressed concerns regarding potential cybersecurity threats, including the risk of unauthorized access or ransomware affecting the agency's information. Mr. Gilbert explained that the Klir system is a secure, cloud-based platform requiring dual authentication for agency staff access. The electronic reporting portal for participating industries has not yet been implemented but will also use encryption and secure credentials restricted to authorized industry personnel. Commissioner Gardner emphasized the importance of protecting agency data and appropriately restricting access to online systems, while noting that the information contained in the database is less sensitive than some other agency data.

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 – JUNE 2026

B. FINANCIAL REPORT FOR THE INLAND EMPIRE BRINE LINE ENTERPRISE/CIP FOR THE FOURTH QUARTER ENDING JUNE 30, 2026

C. GENERAL MANAGER REPORT

Karen Williams reported that expenditure was below budget and revenues exceeded budget, resulting in a surplus. Overall, operations on the Brine Line side were reported to be progressing well.

D. COMMITTEE MEMBERS COMMENTS

There were no Committee Member comments.

E. CHAIR'S COMMENTS/REPORT

There were no Chair comments.

8. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests for future Agenda items.

Chair Harrison recessed the meeting at 11:00 a.m. for Closed Session.

9. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (D) of Section 54956.9 (two cases):

Spill On Temescal Canyon Road and Dos Lagos Drive

10. CLOSED SESSION REPORT

Chair Harrison resumed the Open Session at 11:24 a.m. and Legal Counsel, Julie Riley announced that the Committee received a report from Counsel; no reportable action was taken on Agenda Item No. 9.A.

11. ADJOURNMENT

There being no further business for review, Chair Harrison adjourned the Regular meeting at 11:25 a.m.

Approved at a Regular Meeting of the Project Agreement 24 Committee on October 6, 2026.

T. Milford Harrison, Chair

Attest:

Sara Villa, Clerk of the Board

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PROJECT AGREEMENT 24 COMMITTEE
Inland Empire Brine Line
SPECIAL MEETING MINUTES
September 10, 2026

COMMITTEE MEMBERS PRESENT

T. Milford Harrison, Chair, San Bernardino Valley Municipal Water District Governing Board
Mike Gardner, Vice Chair, Western Municipal Water District Governing Board
David Slawson, Eastern Municipal Water District Governing Board
Jasmin A. Hall, Inland Empire Utilities Agency Governing Board [via – zoom]

COMMITTEE MEMBERS ABSENT

None.

COMMITTEE MEMBERS PRESENT [Non-Voting]

Gil Botello, Alternate, San Bernardino Valley Municipal Water District Governing Board

STAFF PRESENT

Karen Williams, David Ruhl, John Leete, Sara Villa, Joel Osuna-Williams, Shavonne Turner,
Natalia Gonzalez, Emily Fuentes

OTHERS PRESENT [via – zoom]

Julie Riley, Lagerlof, LLP; Denis Bilodeau, Orange County Water District; Fred Jung, Orange County Water District

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE

The Special Meeting of the PA 24 Committee was called to order at 10:00 a.m. by Chair Harrison on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, CA 92503 and Committee Member Hall at Club Wyndham Park City, 2105 W. Frostwood Boulevard, Park City, UT 84098. Committee Member Hall participated by teleconference from that location, which was identified as a teleconference location on the posted agenda and was open to the public; a quorum of the Committee participated in person from SAWPA's Riverside office.

2. ROLL CALL

An oral roll call was duly noted and recorded by the Clerk of the Board.

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 be added or deleted.

Chair Harrison recessed the meeting at 10:02 a.m. for Closed Session.

5. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation and Consideration of Initiation of Litigation Pursuant to Paragraph (2) or (4) of Subdivision (D)
of Section 54956.9 (two cases):
Spill On Temescal Canyon Road and Dos Lagos Drive

6. CLOSED SESSION REPORT

Chair Harrison resumed the Open Session at 10:31 a.m. and Legal Counsel, Julie Riley announced that the Committee received a report from Counsel; no reportable action was taken on Agenda Item No. 5.A.

7. ADJOURNMENT

There being no further business for review, Chair Harrison adjourned the Special meeting at 10:32 a.m.

Approved at a Regular Meeting of the Project Agreement 24 Committee on October 6, 2026.

T. Milford Harrison, Chair

Attest:

Sara Villa, Clerk of the Board



PA 24 COMMITTEE MEMORANDUM NO. 2026.16

DATE: October 6, 2026

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

SUBJECT: License Agreement with Riverside County Regional Park and Open-Space District

PREPARED BY: Daniel Vasquez, Operations Manager

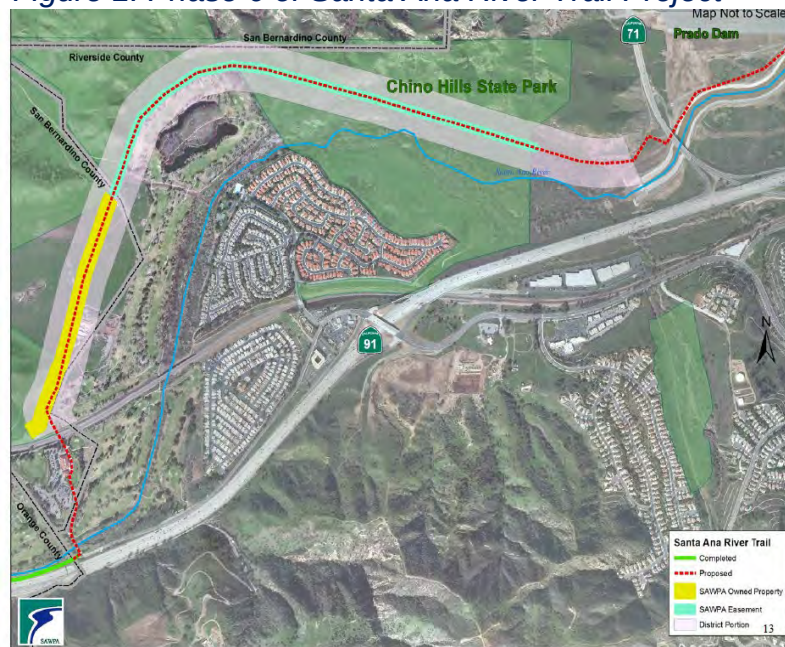
RECOMMENDATION

That the Project Agreement 24 Committee authorizes the General Manager to execute a License Agreement with Riverside County Regional Park and Open-Space District (RivCo Parks) to authorize construction, inspection, maintenance, repair and operation of the Santa Ana River Trail (SART) 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.

Figure 1: Phase 6 of Santa Ana River Trail Project





The attached License Agreement with RivCo Parks was prepared by staff and reviewed by RivCo Parks and SAWPA Legal Counsel. The License Agreement includes the terms for RivCo Parks to construct, repair, inspect, maintain and operate the Santa Ana River Trail (SART) 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.

It is estimated that construction of the Phase 6 SART may commence as early as February 2027.

RESOURCE IMPACTS

Funds for Engineering and Operations staff preparation of the License Agreements and SART coordination are included in the FY27 Budget Fund 240 (Brine Line Enterprise).

ATTACHMENTS

1. PowerPoint Presentation
2. RivCo Parks License Agreement and Exhibits



License Agreement with Riverside County Regional Park and Open-Space District (RivCoParks) for Santa Ana River Trail (SART)

Daniel Vasquez

October 6, 2026

PA 24 Committee Meeting

Recommendation

That the Project Agreement 24 Committee authorize the General Manager to execute a License Agreement with Riverside County Regional Park and Open-Space District (RivCo Parks) to authorize construction, inspection, maintenance, repair and operation of the Santa Ana River Trail (SART) 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.)

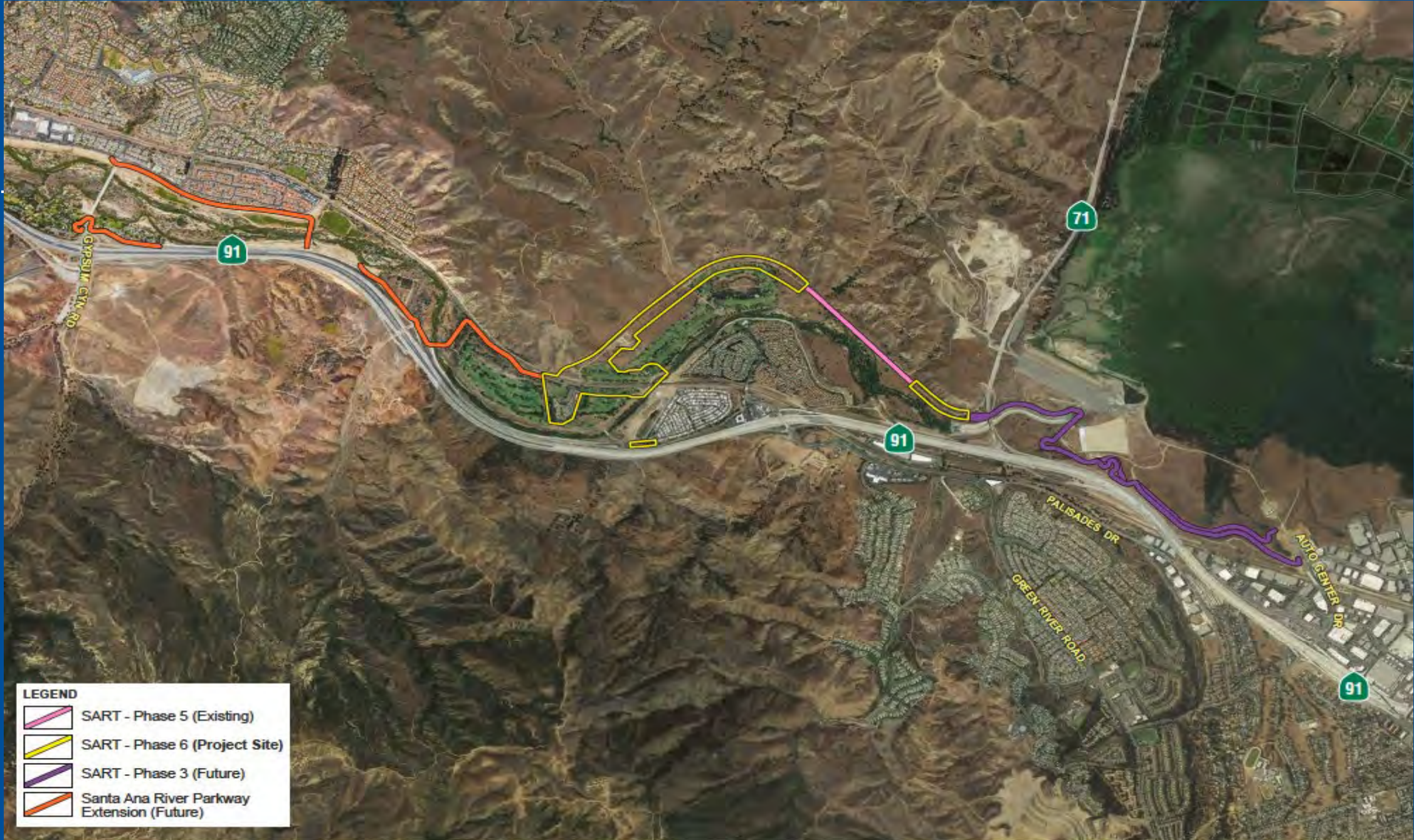
- In 2014, an Operations and Maintenance Agreement was signed by SAWPA with RivCo Parks for development of the SART from below Prado Dam to the Green River Golf Course for 25 years upon completion of construction.
- SAWPA provides feedback in the planning efforts with RivCo Parks for Phase 6 to preserve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



Santa Ana River Trail (Cont.)

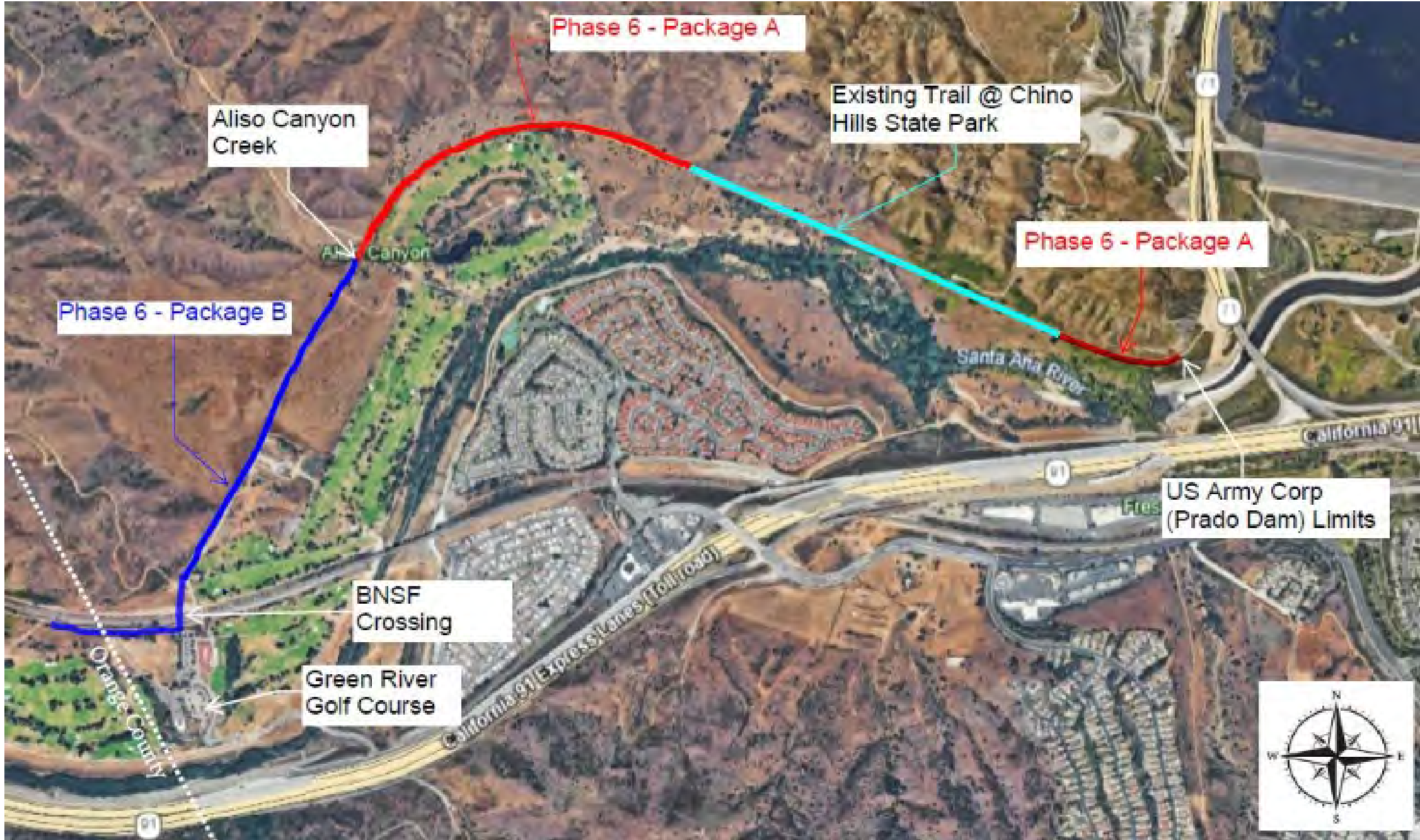


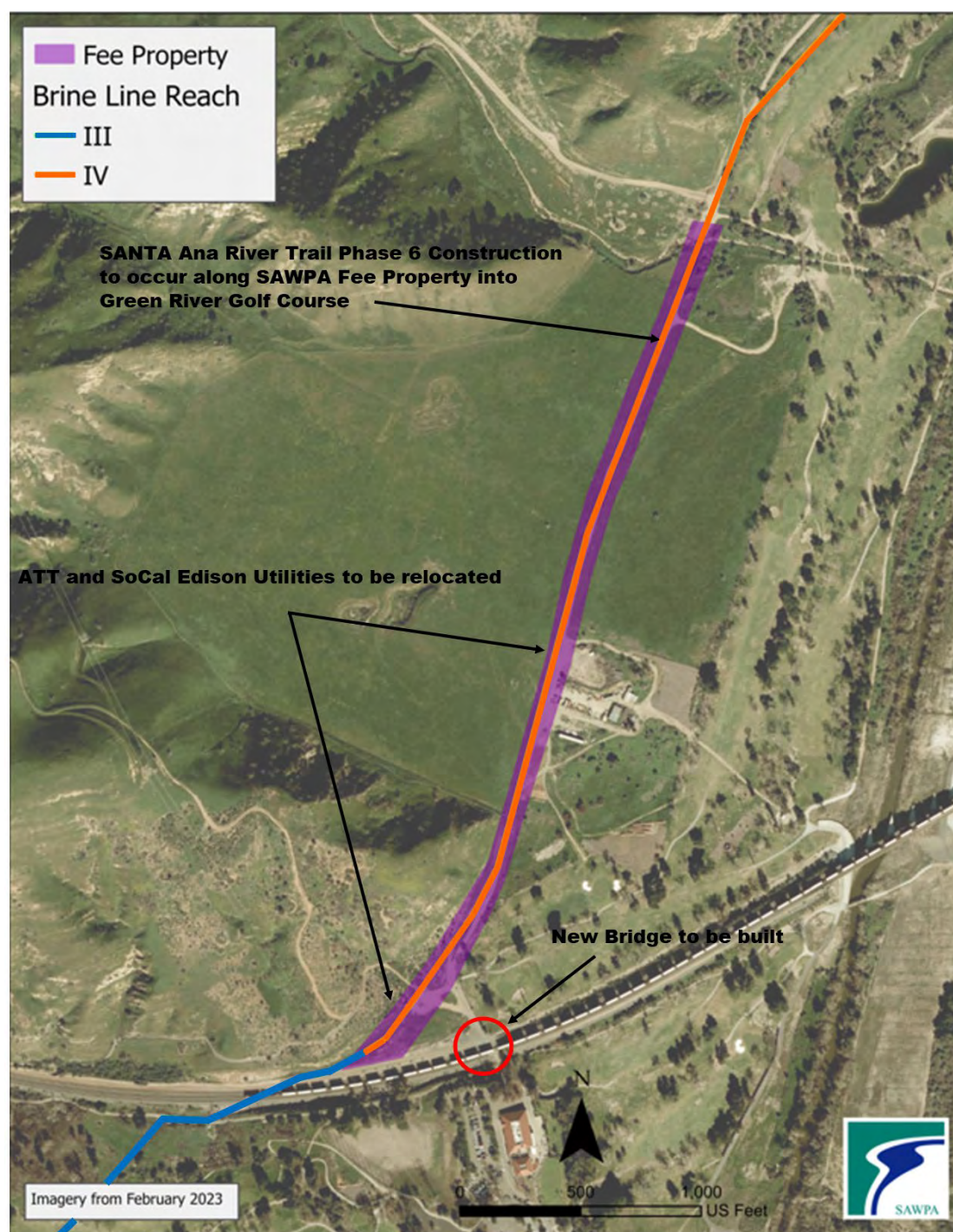
- To accommodate the SART and the railway bridge crossing, RivCoParks has requested a license agreement to facilitate the construction, inspection, maintenance, repair and operation of the Santa Ana River Trail (SART) in SAWPA's property.
- SAWPA brought this request to PA 24 in April of 2024 and began to work on a Draft License Agreement. The License Agreement was reviewed by SAWPA Legal Counsel and RivCoParks.



LEGEND

-  SART - Phase 5 (Existing)
-  SART - Phase 6 (Project Site)
-  SART - Phase 3 (Future)
-  Santa Ana River Parkway Extension (Future)





License Agreement

- The License Agreement protects SAWPA's interest in operating and maintaining the Brine Line.
- The License Agreement extends for 50 years before renewal due to the nature of the trail infrastructure such as the bridge.



Next Steps



- RivCoParks will bring all License Agreements to their governing board for approval and secure funding for Package B.
- Construction of SART Phase 6 (Package A) is anticipated to begin in February 2027.

Recommendation

That the Project Agreement 24 Committee authorize the General Manager to execute a License Agreement with Riverside County Regional Park and Open-Space District (RivCo Parks) to authorize construction, inspection, maintenance, repair and operation of the Santa Ana River Trail (SART) in SAWPA's fee property on Reach IV.

Questions?

Daniel Vasquez

Operations Manager

dvasquez@sawpa.gov

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 the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 (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 Exhibit "A".

2.2 Licensee has requested permission to construct and maintain the Santa Ana River Trail ("SART") Class I Multi-Use Path and Natural Surface Trail facilities above and along portions of such fee property as depicted in Exhibit "A".

2.3 Without in any way restricting Licensor's rights of revocation and termination pursuant to Sections 3.1 and 3.24 of this Agreement, the parties intend that the SART 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 SART 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 SART (the "Licensed Property") to install Class I Multi-Use Path and Natural Surface Trail infrastructure, as more particularly shown in Exhibit's "B" attached hereto and incorporated herein by reference and hereinafter referenced as "SART Infrastructure".

3.2 Use. Licensee shall use Licensed Property and the SART Facilities, as shown on Exhibit's "B", solely for Class I Multi-Use Path and Natural Surface Trail Infrastructure, which includes all activities reasonably necessary for the construction, inspection, maintenance, repair, and operation of such facilities. This includes the use of maintenance vehicles and equipment customarily used for trail upkeep and shall exclude vehicles in excess weight of 20,000 lbs. No material change shall be made by Licensee in the use of the Licensed Property or SART 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 SART 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 Licensors Property. In the event the SART 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 the event of a breach of the obligations contained in this Section 3.3, Licensee shall indemnify Licensor only to the extent that any injury, death, or property damage results directly from Licensee's negligence, willful misconduct, or failure to comply with applicable Hazardous Materials Standards. Prior to any indemnity obligation being triggered, Licensor shall provide Licensee with written notice of the alleged breach and a reasonable opportunity, not less than thirty (30) days, to investigate and cure such breach. Licensee shall not be liable for incidental, unintentional, or de minimis violations that do not result in actual harm or regulatory enforcement. Licensee shall, at its cost, assume the defense of any claims arising solely from such proven breach. Licensee shall reimburse Licensor only for those costs directly attributable to such proven breach, including reasonable fines, penalties, clean-up and disposal costs, and legal expenses.

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 but shall not exceed \$2,500. Anything above this amount would require their review and approval by Licensee. 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.

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, and maintain the SART 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. Routine trail maintenance, including vegetation management, surface repairs, and inspections, may be performed by Licensee or its designee without prior notice to Licensor, provided such activities do not interfere with Brine Line operations. For major maintenance activities that include vehicles in excess weight of 20,000 lbs and that may impact Brine Line infrastructure, Licensee shall provide at least 7 days' written notice to Licensor. Loading calculations may be needed to ensure weight does not impact brine line, additionally any digging and trenching will require notification. 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 or its designee 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 or its designee 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 Licensed Property, 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 as it relates to Licensee's use of the Licensed Property, Licensor shall give Licensee 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 negligence or willful misconduct 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 to inspect the Licensed Property and the SART Infrastructure so as to monitor compliance with this Agreement. In the event of an emergency posing an imminent threat to health, safety, or Brine Line operations, Licensor shall notify Licensee within twenty-four (24) hours of such tests or inspections. If, based on a reasonable and documented basis, Licensor believes that any installation, use, or condition of the Licensed Property or SART Infrastructure may adversely affect Licensor's property, adjacent property, or operations, Licensor may conduct appropriate tests or assessments, including environmental

assessments, to evaluate the condition of the Licensed Property and the SART Infrastructure. Licensee shall reasonably cooperate with Licensor in such assessments.

3.8 Construction and Installation.

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

B. The installation of the SART 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 SART 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.

3.9 Heavy Equipment and Vehicle Weight. Licensee or its designee shall not utilize any heavy equipment or vehicles on or over The Inland Empire Brine Line greater than 20,000lbs without Licensor permission, which will not be unreasonably withheld. 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 indemnify and hold harmless Licensor from and against any third-party claims for personal injury, death, or property damage to the extent caused by the negligence or willful misconduct of Licensee, its employees, contractors, or agents in connection with the construction, maintenance, or use of the SART Infrastructure or Licensed Property. This indemnity shall not apply to the extent any such claim arises from the negligence, willful misconduct, or breach of this Agreement by Licensor. Licensor shall promptly notify Licensee of any claim believed to be subject to indemnity and shall allow Licensee to assume the

defense of such claim. Licensee shall not be responsible for any settlement or expense incurred without its prior written consent.

3.12 Assumption of Risk and Waiver. To the maximum extent permitted by law, Licensee assumes the risk of loss, damage, or injury to its own property and personnel arising from its construction, maintenance, or use of the SART Infrastructure, except to the extent such loss, damage, or injury is caused by the negligence, willful misconduct, or breach of this Agreement by Licensor, its agents, employees, or contractors. Licensee does not assume risk for losses caused by third parties, acts of God, or conditions unrelated to Licensee's use of the Licensed Property.

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 to the extent such claim arises from Licensee's negligence, willful misconduct, or breach of this Agreement. Licensee shall not be required to defend or indemnify Licensor for claims arising from the negligence acts or omissions or willful misconduct of Licensor, its agents, employees, or contractors, or from conditions unrelated to Licensee's use of the Licensed Property. Licensee shall have the right to select legal counsel, control the defense, and approve any settlement. Licensor shall cooperate in the defense and provide timely notice of any claim.

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 SART 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.

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 shall provide Licensee with written notice specifying the nature of the noncompliance. Licensee shall have thirty (30) days from receipt of such notice to cure the noncompliance, unless a longer notice period is specifically provided for elsewhere in this Agreement. If Licensee fails to cure the noncompliance, Licensor may, at its election, revoke and terminate this Agreement.

3.21 Abandonment. —Should Licensee at any time abandon the use of the SART 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 Intentionally Deleted.

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 SART 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 Termination. Licensee agrees the license granted herein commences upon the full execution of the Agreement ("Effective Date") and terminates on the 25th anniversary of the Effective Date; provided, however, that the Parties may agree to extend the Agreement pursuant to Section 3.19 of this Agreement.

3.25 Restoration of Licensor's Property. At the end of the Agreement term, unless renewed, all improvements within the Licensed Property shall remain with the land and become property of Licensor.

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 General Manager, 4600 Crestmore Road, Jurupa Valley, CA 92509. 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.

3.26 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.

3.27 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.

3.28 Intentionally Deleted.

3.29 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 Licensors sole discretion, the relocation of the Pipeline and the license granted by this Agreement.

3.30 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 Licensors 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 Licensors. 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.

3.31 Non-Exclusive License. The license granted by this Agreement is non-exclusive; however, Licensors shall notify Licensee of new license, easement, or right of use within or adjacent to the Licensed Property that would interfere with or impair the safe, continuous, and intended public use of the SART Infrastructure. Licensors shall provide Licensee with at least thirty (30) days' written notice prior to granting any such rights and shall consult with Licensee to ensure compatibility with trail operations and public safety.

3.32 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.

3.33 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.

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

3.35 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Licensors 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.

3.36 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Licensors 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.

3.37 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.

Karen Williams
General Manager
Santa Ana Watershed Project Authority

Kyla Brown
General Manager
Riverside County Regional Park and Open-Space
District

Board of Directors
Jose Medina, Supervisor District 1
Director Chair

EXHIBIT "A"
Legal Description

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

EXHIBIT “B”

100% Design Plans

EXHIBIT "C"

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

The LICENSEE shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in Appendix C of this License Agreement, and in amounts equal to the requirements set forth therein, and shall not commence work until all insurance required by Appendix C is obtained in a form acceptable to the LICENSOR, nor shall the Licensee allow any subcontractor to commence work on a subcontract until all insurance required for the subcontractor has been obtained.

Licensee shall procure and maintain for the duration of this Agreement and all amendments issued hereunder insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the general exercise of the License Agreement, the Licensee, his agents, representatives, employees or subcontractors of the License Agreement.

Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to LICENSOR) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Licensee has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

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

Licensee's Pollution Liability Insurance to provide coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from operations performed by or on behalf of the Licensee. Such insurance shall have limits of no less than \$2,000,000 per occurrence and \$5,000,000 aggregate.

Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against LICENSOR, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from exercise of License Agreement; this provision applies regardless of whether or not LICENSOR has received a waiver of subrogation from the insurer.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** LICENSOR, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out exercise of the License Agreement including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Licensee's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to LICENSOR, its directors,

officers, employees and authorized volunteers. Any insurance or self-insurance maintained by LICENSOR, its directors, officers, employees and authorized volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to LICENSOR.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by LICENSOR. Alternatively, Licensee may self-insure any and all of the required insurance.

Verification of Coverage – Licensee shall furnish LICENSOR with certificates. All certificates are to be received and approved by LICENSOR before License Agreement commences. However, failure to obtain the required prior to the License Agreement commencing and shall not waive the Licensee's obligation to provide them.

Subcontractors - Licensee shall require and verify that all subcontractors of the Licensee maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that LICENSOR, its directors, officers, employees and authorized are additional insureds on Commercial General Liability Coverage.



PA 24 COMMITTEE MEMORANDUM NO. 2026.17

DATE: October 6, 2026

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

SUBJECT: Inland Empire Brine Line Reach IV-B Lower Maintenance Access
Structure Project

PREPARED BY: David Ruhl, Manager of Engineering and Operations

RECOMMENDATION

That the Project Agreement 24 Committee:

1. Direct staff to issue a Request for Proposals (RFP) for Construction Management and Inspection Services for the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project; and
2. Receive and file an update on the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project.

DISCUSSION

In December 2025, the PA 24 Committee authorized Webb & Associates to implement the design of two maintenance access structures on Reach IV-B Lower. The work includes preparation of a preliminary design memorandum, and preparation of plans and specifications for construction of the project. The work is a result of the Pipeline Condition Assessment completed in September 2024 by Woodard & Curran to evaluate a portion of Reach IV-B Lower. This portion of the Brine Line was identified with a high criticality as described in the 2021 Brine Line Criticality Assessment due to the age of the pipeline, location and the ductile iron pipe material. Due to the limited access to Reach IV-B Lower, the consultant recommended adding two MAS to Reach IV-B to allow better access for cleaning, CCTV and future repairs.

The preliminary design memorandum was completed in June 2026. 90% plans were submitted to the Riverside County Flood Control District in September 2026 for review. 60% specifications were submitted for review in September 2026. Final construction plans and specifications for the Project are anticipated to be completed in November 2026. The bid process is anticipated to commence in December 2026, with the start of construction in early 2027. The professional services of a construction management (CM) firm is necessary to oversee construction activities and provide inspection of the work to ensure the project is installed according to the plans and specifications prepared by the design engineer. A copy of the RFP is attached for your review.



Construction Cost Estimate

The construction cost estimate based on preliminary design level information is \$453,000. A revised construction cost estimate will be included with the 100% design submittal.

Schedule

The following is the preliminary schedule of critical activities:

Issue RFP for CM and Inspection Services	October 2026
Final Plans and Specifications	November 2026
File CEQA Notice of Exemption	December 2026
Recommend to PA 24 to Advertise for bids	December 2026
Recommend to PA 24 Award of Construction Contract and CM and Inspection Services	February 2027
Commence Construction	February 2027

RESOURCE IMPACTS

Sufficient funds are available in the Brine Line Reserve (Pipeline Replacement and Capital Investment) to pay for construction and for construction management and inspection services.

ATTACHMENTS

1. PowerPoint Presentation
2. RFP for Construction Management and Inspection Services



Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project

David Ruhl, Executive Manager of
Engineering and Operations

October 6, 2026

Project Agreement 24 Committee

Recommendation

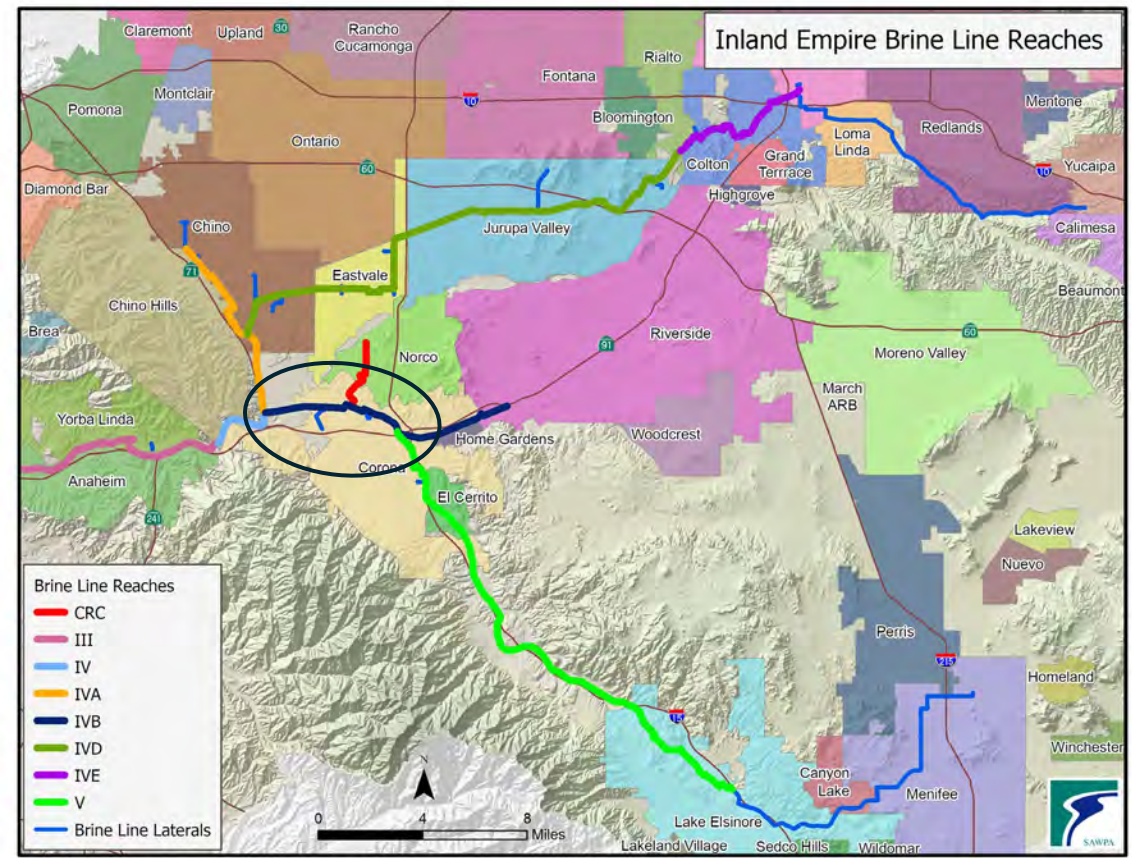
That the Project Agreement 24 Committee:

1. Direct staff to issue a Request for Proposals (RFP) for construction management and inspection services for the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project; and
2. Receive and file an update on the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project.

Reach IV-B Lower

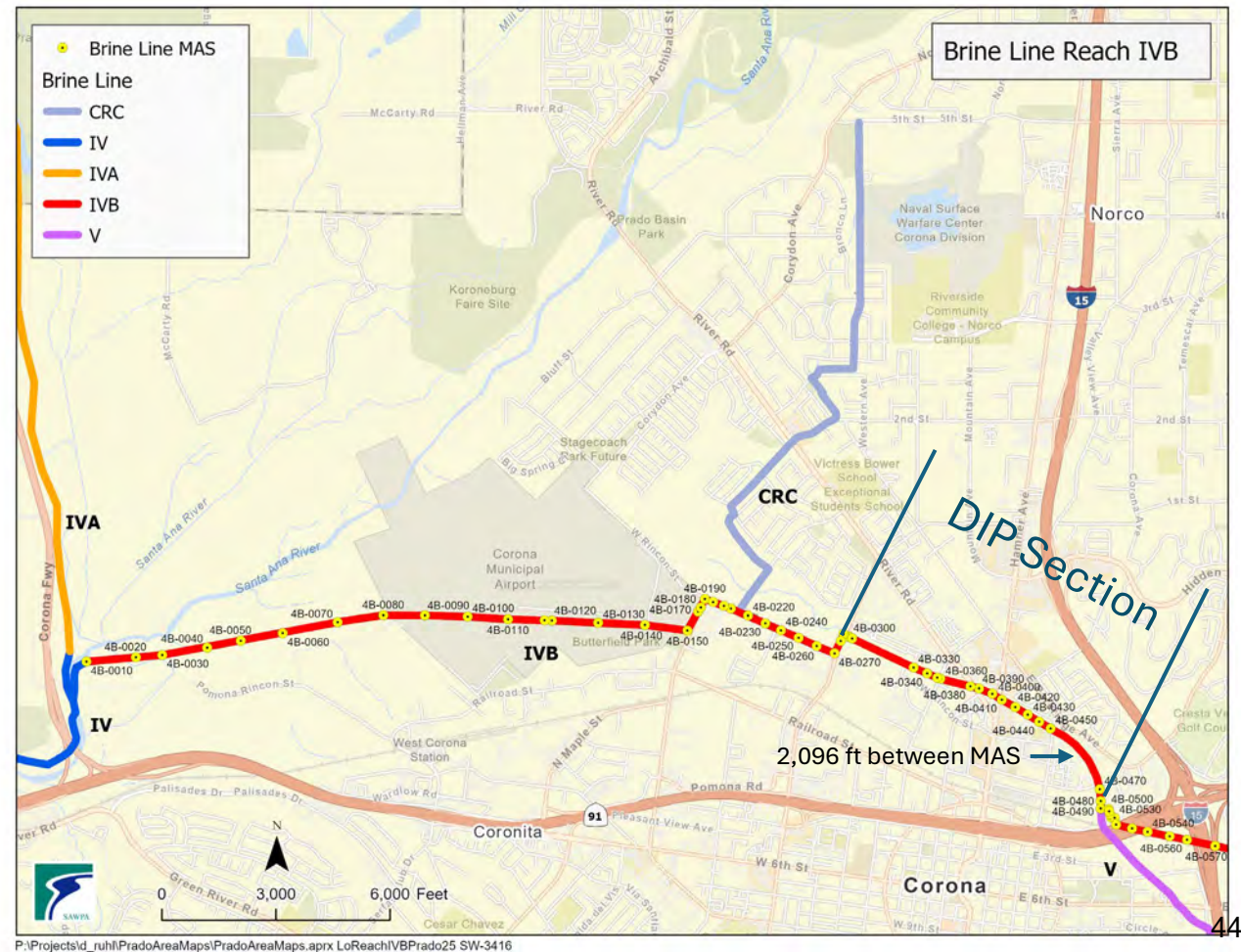
Reach IV-B Lower Background

- Constructed in mid 1990's
- Approximately 5.5 miles
- Pipeline size 30 – 36 inches in Diameter
- 47 Maintenance Access Structure
- Daily flow 5 – 7 MGD
- Maximum Capacity 13 MGD



Reach IV-B Condition Assessment

- Condition Assessment May 2023
- Final Report to PA 24 September 2024
- Near term recommendation to add additional Maintenance Access Structures (MAS)
 - Access for cleaning, inspection and repairs limited due to distance between MAS
- Webb & Associates hired in December 2025 to prepare preliminary design memorandum and plans and specifications for the addition of two MAS



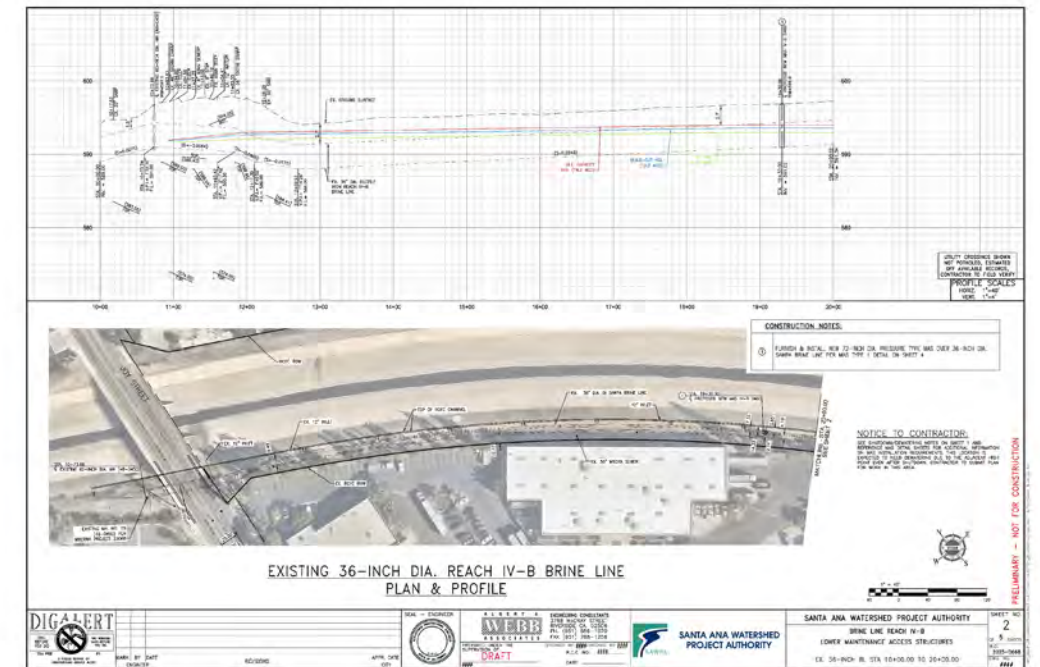
Brine Line Reach IV-B Lower MAS Project

Project Status

- Preliminary design memorandum complete
- 90% design drawings complete
- 60% design specifications complete
- Encroachment Permit – Riverside County FC&WCD

Next Steps

- Complete Final Plans and Specifications
- On-going coordination with upstream dischargers
- Issue RFP for Construction Management and Inspection services



Schedule and Budget



Schedule

- Issue RFP for CM and Inspection Services Oct 2026
- Final Plans and Specifications Nov 2026
- Recommend to PA 24
 - File CEQA Notice of Exemption Dec 2026
 - Advertise for bids Dec 2026
 - Award of Construction Contract Feb 2027
 - Award CM and Inspection Services Feb 2027
- Commence Construction Mar 2027

Budget

- Construction \$453,000

Estimate of construction costs will be refined at final design.

Recommendation

That the Project Agreement 24 Committee:

1. Direct staff to issue a Request for Proposals (RFP) for construction management and inspection services for the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project; and
2. Receive and file an update on the Inland Empire Brine Line Reach IV-B Lower Maintenance Access Structure Project.

Contact Information

David Ruhl

*Executive Manager of Engineering and
Operations*

Druhl@sawpa.gov



SANTA ANA WATERSHED PROJECT AUTHORITY

REQUEST FOR PROPOSALS

FOR

**CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR
INLAND EMPIRE BRINE LINE
REACH IV-B LOWER
MAINTENANCE ACCESS STRUCTURES PROJECT**

October 2026

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
INLAND EMPIRE BRINE LINE
REACH IV-B LOWER MAINTENANCE ACCESS STRUCTURES PROJECT**

The Santa Ana Watershed Project Authority (SAWPA) requests proposals from qualified firms to provide Construction Management and Inspection Services for the Reach IV-B Lower Maintenance Access Structures (MAS) Project. The Project includes the installation of two new MAS on Reach IV-B Lower. Services are listed in more detail in Section 4 of the RFP. Proposals will be accepted until **4:00 pm on, November 19, 2026**.

Proposals must be submitted and uploaded onto Planet Bids at: <https://pbsystem.planetbids.com/portal/52676/portal-home> as a complete electronic/PDF file by the date and time herein above set forth, along with the Fee Proposal, which shall be submitted as both a PDF and Microsoft Excel file and uploaded as General Attachments. SAWPA will not accept hand-delivered proposals. **Proposals received after the above specified date and time WILL NOT be accepted.**

A non-mandatory **pre-proposal meeting** will be held via Zoom at 10:00 am on October 29, 2026, attendance is highly encouraged. Please e-mail David Ruhl at druhl@sawpa.org to get the link for the meeting. No site visit will take place.

Prospective Offerors are required to put all RFP questions, clarifications, or comments through PlanetBids' Q&A system at: <https://pbsystem.planetbids.com/portal/52676/portal-homeas> and/or in writing to David Ruhl, P.E., Executive Manager of Engineering and Operations (druhl@sawpa.org). Questions, clarifications, or comments must be received no later than November 11th at 5:00 pm. The Offerors must verify that SAWPA received the e-mail transmission.

1) Introduction

Agency Background

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD). To learn more about SAWPA please visit www.sawpa.org.

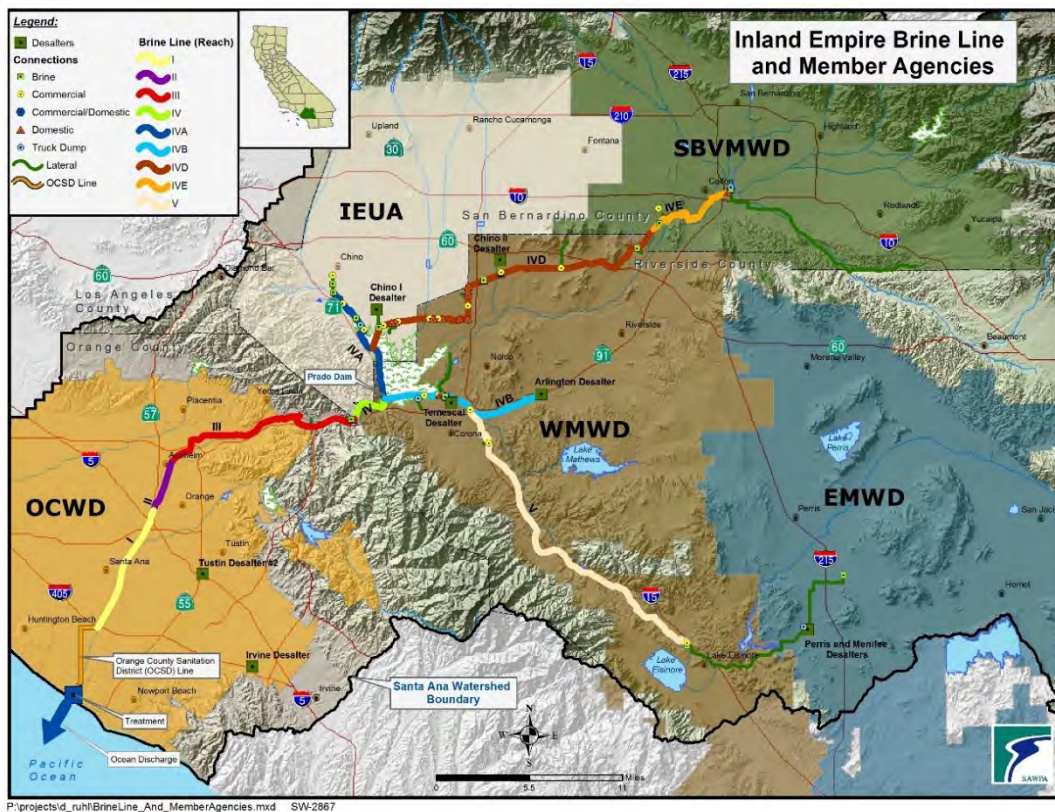
Background

The Inland Empire Brine Line (Brine Line) is an important facility for the removal of salt from the watershed and the ultimate goal of achieving salt balance. The Brine Line transports highly saline wastewater from Inland areas to the ocean for discharge after treatment by Orange County Sanitation District (OC San) at its Huntington Beach plant, see Figure 1.1. Removing salt through the Brine Line system will ultimately allow the watershed to reach salt balance – a key watershed goal and indicator of sustainability.

SAWPA owns either capacity rights in or owns outright approximately 93 miles of pipeline referred to as the Inland Empire Brine Line (Brine Line) in Riverside and San Bernardino Counties and the Santa Ana River Interceptor (SARI) within Orange County. The Brine Line was initially constructed to provide for highly saline, non-domestic discharges in order to protect the inland water quality in the upper Santa Ana River Watershed. Figure 1.1 provides a graphic representation of the Brine Line and its various reaches, 1 through 5.

Discharge to the Brine Line is made through either a direct connection (Direct Discharger) or by hauling to one of four collection stations (Indirect Dischargers). All facilities discharging to the Brine Line require a discharge permit.

Figure 1.1: Inland Empire Brine Line and Member Agency Boundaries



Reach IV-B Lower (Ductile Iron Pipe (DIP) Section)

The DIP section of Reach IV-B is approximately 1.6 miles of 36-inch pipeline which crosses several streets in the City of Corona and runs along the Riverside County Flood Control's Temescal Creek Channel access road. This section of the Brine Line conveys highly saline brine water primarily from five desalters and several industrial dischargers via gravity to Reach IV downstream. The Reach IV-B daily flow is about 5 – 7 million gallons per day (MGD).

In 2023, SAWPA hired a consultant to conduct a condition assessment on the DIP section of Reach IV-B. Due to access limitations on Reach IV-B the consultant recommended adding additional MAS on Reach IV-B to provide access for cleaning, inspection and future repairs.

2) Schedule

October 12, 2026	Issue Request for Proposals
October 29, 2026	Pre-proposal meeting (10:00 am)
November 19, 2026	Proposals due (4:00 p.m.)
December 10, 2026	Interview panel conducts interview of top proposing firms
February 2, 2027	Recommend Award
February 23, 2027	Issue Notice to Proceed

3) Proposal Instructions and Conditions

- a) **Pre-Contractual Expenses** - Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:

- Preparing a proposal in response to the RFP
- Submitting that proposal to SAWPA
- Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement
- Any other expenses incurred by the prospective bidder prior to the date of an executed contract

SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.

- b) **Authority to Withdraw RFP and/or Not Award Contract** – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

- c) **Selection of Multiple Proposals** – Due to the widely varied geographic area and technical requirements, SAWPA has found teams of consultants to be very effective in providing the technical expertise and personnel required to perform services for the Brine Line. Therefore, SAWPA reserves the right to select more than one prospective firm to provide services for all or part of the proposed scope of work.

- d) **Right to Reject Proposal** – SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.
- e) **Discrepancies in Proposal Documents** – Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.
- f) **Oral Statements** - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.
- g) **Conflict of Interest** – The Consultant shall review their past, current or proposed work with agencies or firms having a significant interest in the Brine Line to verify a conflict of interest or the appearance of a conflict will not occur.

4) Scope of Work

The Consultant shall be responsible for providing construction management services throughout the duration of the Project. SAWPA will administer the Agreement with the CM firm and Engineer. The CM Firm shall coordinate its efforts with SAWPA.

The scope of work will include, but not be limited to the following tasks:

Task 1 – Preconstruction Services

- 1. Consultant shall prepare an agenda, distribute notices and shall conduct a preconstruction conference for the Project. The Consultant's Project Manager and Inspector(s) shall attend the preconstruction conferences. The Consultant shall prepare minutes and distribute copies to the attendees, SAWPA and other stakeholders as identified by SAWPA within 48 hours.

Task 2 – Construction Inspection Services

- 2.1 Consultant shall provide inspection for the project to include review and inspection of Contractor's work for compliance with Contract Documents, review of Contractor's compliance with all permits and mitigation measures. Consultant shall provide personnel with the training required to perform duties (safety, confined space entry, etc.).
- 2.2 Consultant shall monitor contractor's activities related to advance notification of property owners, coordination with permit agencies (including but not limited to City of Corona and Riverside County Flood Control & Water Conservation District), permit compliance review and coordination with SAWPA, and coordination with utility companies.

- 2.3 Consultant shall notify SAWPA promptly of any actual or proposed contractor deviations from the contract requirements and provide written recommendations for review by SAWPA and the Engineer when applicable.
- 2.4 Consultant shall notify the Contractor and SAWPA immediately of any spills from the Brine Line or any other anomaly. Consultant shall document all spills from the Brine Line and provide documentation to SAWPA within 2 days of the Brine Line spill.
- 2.5 Consultant shall prepare daily construction reports and other necessary documentation, detailing the contractor's operations performed for each day the contractor is on-site. Include photos in daily reports and provide video if necessary. A copy of the Inspectors Daily Report and photos shall be available to SAWPA within five (5) days from the date of the report through either a web based document management system or email. Daily reports shall be consistent with industry standards and at a minimum include the following:
 - 2.5.1 Date, Contractor's name, time of inspection, Inspector's name, arrival and departure from site.
 - 2.5.2 General site and weather conditions
 - 2.5.3 Hours of work
 - 2.5.4 Activities (including details of each activity)
 - 2.5.5 Difficulties encountered by Inspector or Contractor
 - 2.5.6 Number and work classification of Contractor Personnel on site
 - 2.5.7 Equipment on site including equipment numbers and descriptions sufficiently detailed to obtain independent rental rates for equivalent equipment.
 - 2.5.8 Time periods of equipment being used
 - 2.5.9 Idle or inoperable equipment
 - 2.5.10 Materials and equipment deliveries to the site (including type, quantity, how delivered and a statement on the condition of the deliveries).
 - 2.5.11 Quantities of materials installed
 - 2.5.12 Safety concerns. The corrective action proposed by the Contractor, the person told of the concern, the suggested time frame for correction, the person scheduled to make the correction and the emergency precaution taken until correction could be made.
 - 2.5.13 Description of accidents. A separate accident report is to be filled out and signed by the Contractor for each accident and included with the daily report.
 - 2.5.14 Tests, time, duration and location of tests, and results
 - 2.5.15 Names and employer of any visitors to the site, and time and duration of visit.
- 2.6 Consultant shall provide a short descriptive daily email to SAWPA Project Manager to include a brief summary, in bullet point format, of the contractor's prior day completed activities/proposed activities for the next day.
- 2.7 Provide digital photos in JPEG format during the course of construction. Photos shall have the date and time stamp on the photo. Photos shall be provided every two weeks to SAWPA by either CD/DVD or web based data management system.

Task 3 Construction Management Services

- 3.1 Consultant shall provide records management for the project. Maintain a web-based document management system (DMS). All project documents shall be uploaded to the document management system as soon as possible but no later than fourteen (14) calendar days of the date of the document. The web-based DMS shall be accessible to SAWPA and the Engineer at all times. All project documents shall be delivered to SAWPA at the completion of the project in electronic format.
- 3.2 Weekly progress meetings with Contractor. Schedule and lead weekly meetings with the Contractor including preparing agenda, meeting minutes, and distributing copies of minutes to attendees and SAWPA. Agenda and meeting minutes shall be distributed no later than the day prior the progress meeting during Contractor work hours. Consultant shall track outstanding issues on a weekly basis and post the current list to the DMS. The Inspector shall be present. A Submittal log and RFI log shall be updated weekly and provided at each progress meeting and maintained in the DMS.
- 3.3 Monthly Progress Payments: Review and forward with comments or approve Contractor payment requests within the period allowed by the Contract Documents. Forward to SAWPA for review and payment. Respond to comments from SAWPA or return to Contractor to incorporate comments and resubmit for review/approval.
- 3.4 Shop Drawings, Submittals and RFIs:
 - 3.4.1 Shop Drawings: Coordinate review process for shop drawings, traffic control plans, test reports, and other data submitted by the contractor for compliance with the information required by the Contract Documents. Submittals to be transmitted to the Engineer for their review, comment and/or approval, with an e-mail copy to SAWPA. Submittals shall be tracked and logged. Email copies of Engineers/CM submittal comments to SAWPA for their information and review. Submittals shall not be returned to the Contractor until SAWPA has reviewed and responded with either comments or "no comment". Consultant shall budget for 30 submittals total.
 - 3.4.2 Request for Information (RFI). Review and respond to RFI's. Transmit design related RFI's to the Engineer to obtain input, with an e-mail copy to SAWPA. RFI's shall be tracked and logged. Email copies of RFI's to SAWPA for their information and review. RFIs shall not be returned to the Contractor until SAWPA has reviewed and responded with either comments or "no comment". Consultant shall budget for 15 RFI's total.
 - 3.4.3 RFI's and Submittals shall be reviewed within the time specified in the Contract Documents.
- 3.5 Proposals and Changes
 - 3.5.1 When extra work is deemed necessary by SAWPA, the Consultant shall prepare a Request for Proposal to the Contractor describing the proposed changes in detail. All proposed drawings and specification changes shall

- be prepared by the Engineer, and forwarded to the Contractor by the Consultant. Consultant shall budget for two (2) RFPs. RFPs shall be prepared within 24 – 48 hours of request depending on the complexity.
- 3.5.2 Review proposals from Contractor for contractual and technical merit, negotiate with the Contractor, provide recommendation to SAWPA with documentation for reasoning.
 - 3.5.3 Prepare Field Change Order documentation to be included with Field Change Order. SAWPA will prepare Field Change Order.
 - 3.5.4 Review Contractor's request for changes for contractual and technical merit, assist SAWPA in negotiating with Contractor, provide recommendation to SAWPA with documentation for reasoning.
 - 3.5.5 Prepare change order documentation to be included with Change Order. SAWPA will prepare Change Order. Consultant shall budget for a total of 10 change order items. Change order items may be grouped into one single Change Order, e.g., Changer Order 1 may include change order items 1 – 20.

Task 4 – Project Closeout

4.1 Operations and Maintenance Manuals

Consultant shall receive from Contractor operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the project. Consultant shall review these submittals for conformance with the Contract requirements and shall forward to the Engineer and SAWPA for review.

4.2 Substantial Completion

In coordination with SAWPA, the Consultant shall determine when the Contractor's work is substantially complete. Upon substantial completion of work, the Construction Manager shall coordinate with SAWPA, Engineer, the City of Corona, if needed and Riverside County to conduct a final walk through and develop a comprehensive punch list of items to be completed. This shall be issued with the Certificate of Substantial Completion, which shall be issued by the Construction Manager.

4.3 Final Completion

In coordination with SAWPA, the Consultant shall determine when the work is completed, and shall issue a Certificate of Final Completion. Consultant shall provide a written recommendation to SAWPA regarding final payment to the Contractor. SAWPA will prepare and file a Notice of Completion. Verify required certificates and O&M manuals have been submitted, all permit conditions are completed, and all work required by the Contract is complete.

4.4 Record Drawings.

Collect and review Contractor red-line drawings for compliance with the contract documents at least monthly and at the end of the project. Consultant shall ensure that Contractor's red-line drawings include all RFIs, Field Directives, Change Order modifications, and shop drawing revisions at least on a monthly

basis. In order to monitor Contractor's drawings, Consultant shall generate and maintain an independent set of record drawings that incorporate all RFIs, Field Directives, Change Order modifications and documented changes to the Contract Documents. Upon acceptance of the Contractor's red-line drawings, Consultant shall submit red-line drawings to the Engineer with a copy to SAWPA for preparation of the Project's Record Drawings. Review record drawings prepared by Engineer and submit to SAWPA.

5) Project Schedule

The Construction Project Schedule is as shown in the Preliminary Design Report is 8 weeks.

6) Fee Proposal Requirements

In preparing the fee schedule for the services identified under the scope of work, the Consultant shall take into consideration the following:

- i) Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.
- ii) For each task, provide a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-consultant services. The labor breakdown shall be compiled by project task and be based on a listing of work tasks that correlates with the Consultant's defined scope of work for the project proposal. For each task, sum the total hours and the total cost. The sum of all task hours and task cost shall be provided. This information will be used by SAWPA to evaluate the reasonableness of the fee proposal and will be used in negotiating the final fee amounts for the contract agreement. Optional tasks shall be detailed as described above for all tasks. Optional tasks shall be broken out separately and not included in the sum of all task hours and all task costs. For each optional task sum the total hours and the total cost.
- iii) The Consultant shall detail the hours allocated to meetings by meeting type (kickoff, bi-weekly coordination, Commission, etc.).
- iv) The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal, along with the markup rate for any non-labor expenses and sub-consultants.
- v) SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews. The final scope and fee will be negotiated with the top ranked Consultant.
- vi) Reimbursable expenses will not be allowed unless included in the proposal and negotiated prior to a contract. Billing rate escalations during the contract term are disfavored and shall be approved in negotiations prior to execution of a contract.

7) Proposal Requirements

Although no specific format is required by SAWPA, this section is intended to provide guidelines to the Consultant regarding features, which SAWPA will look for and expect to be included in the proposal.

a) **Content and Format**

SAWPA requests that submitted proposals are organized, presented in an understandable format, and relevant to the services requested. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material is not of benefit and will not contribute to overall evaluation.

Proposals should be limited to pertinent information. Proposal should be no more than twenty-five **(10) typed pages** (based on an 11-point minimum font size), including Table of Contents. Resumes, cover letter and page dividers will not count toward the proposal page limit. Resumes should be included in an appendix. The fee proposal, provided in a separate file, should contain information to clearly respond to the information that is requested in the RFP.

The proposal should include the following:

- Cover or transmittal letter
- Table of Contents, page numbering
- Project Approach and Scope of Services
- Project Team and Organization Diagram
- Descriptions of similar projects by key staff to be used on this assignment including scope and complexity of the projects
- Brief resumes of key staff and sub-consultants (In Appendix)
- Relevant and appropriate references
- Project schedule
- Breakdown of total hours by Task. Total hours include Consultant personnel and subconsultants.
- Contract Exceptions, Proof of Insurance
- Fee proposal, billing rates for staff. In addition, the fee proposal shall include a breakdown of hours by type of personnel identified as part of the project team **(submitted in a separate file)**.

Some of these areas are described in further detail below:

b) **Cover or Transmittal Letter**

An individual authorized to bind the Consultant shall sign the proposal and fee proposal. The proposal shall contain a statement that the proposal and fee are valid for at least a 90-day period.

c) **Project Approach and Scope of Services**

A description of the work program that will be undertaken shall be included in this section. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items identified in the RFP. It should also include a discussion of constraints, problems, and issues that should be anticipated during the contract, and suggestions for approaches to resolving them. Any proposed deviations to the scope of work as described herein should be clearly noted.

d) **Project Team and Organization Diagram**

The purpose of this section is to describe the organization of the project team including sub-consultants and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with SAWPA. An organizational diagram shall be submitted showing all key team members, their office location, and the relationship between SAWPA, the project manager, key staff, and sub-consultants. There also shall be a brief description of the role and responsibilities of all key staff and sub-consultants identified in the team organization.

e) **Project Schedule**

A project schedule shall be included which identifies the timetable for completion of tasks, activities, and phases of the project that correlate with the scope of work for the project. There should be a brief discussion of any key assumptions used in preparing the timetable, and identification of critical tasks and/or events that could impact the overall schedule.

f) **Contract Exceptions, Proof of Insurance**

The Consultant shall carefully review the standard agreement and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

The Consultant shall furnish, with the proposal, proof of insurance coverage to the minimum levels identified in Section 8.

g) **Fee Proposal (In Separate Sealed Envelope)**

A Fee Proposal shall be submitted per the requirements of Section 6 as both a PDF and Excel file and uploaded as General Attachments.

8) General Requirements

a) **Insurance Requirements**

The Consultant shall furnish, with the proposal, proof of the following minimum insurance coverage. Full information on insurance requirements is listed in Attachment A — Standard form of Agreement

These minimum levels of coverage are to be maintained for the duration of the project:

- 1. Commercial General Liability (CGL) - Insurance Services Office (ISO)**
Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
5. **Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Consultant is encouraged to contact its insurance carriers during the Proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

b) Standard Form of Agreement

The selected Consultant will enter into an agreement with SAWPA based upon the contents of the RFP and the Consultant's proposal. SAWPA's standard form of agreement is included as **Attachment A**. The Consultant shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

c) Assigned Representatives

SAWPA will assign a responsible representative to administer the contract and to assist the Consultant in obtaining information. The Consultant also shall assign a project manager who shall be identified in the proposal. The Consultant's representative shall remain in responsible charge of the Consultant's duties from the notice-to-proceed through project completion. SAWPA's representative shall approve any substitution of representatives or sub-consultants identified in the written proposal. SAWPA reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

9) Consultant Evaluation and Selection Process

SAWPA's consultant evaluation and selection process is based on comprehensive review of the proposals for professional services. The following criteria will be used in evaluating the proposals:

1. Understanding of the project requirements including identification of critical elements and key issues for successful project implementation.
2. Technical approach and work plan for the project, including innovative approaches
3. Relevant qualifications and experience of the firm, project manager, other key individuals, and sub-consultants and past performance and experience.
4. Schedule
5. Quality control procedures
6. Results of reference checks
7. Clarity of proposal and compliance with proposal requirements

Firms submitting the best proposals may be invited to an interview conducted by a selection panel made up of representatives from SAWPA member agencies, sub-agencies, and/or SAWPA staff. The number of firms to be invited for interviews is at the discretion of SAWPA. The interview format and details will be included in the interview invitation letter. SAWPA recognizes the significant effort required to respond to this RFP and therefore discourages any firm or team which lacks the required experience to submit a proposal for evaluation.

SAWPA may negotiate a contract with the most qualified firm or firms for the desired consulting services and compensation level, which SAWPA determines is fair and reasonable. Failing a successful negotiation with the best-qualified firm or firms, SAWPA will terminate negotiations and continue the negotiation process with the next most qualified firm(s), in order to obtain the services at a fair and reasonable price, until an agreement is reached, a firm is selected, and an agreement is executed.

10) Attachments

Attachment A — Standard form of Agreement

11) Available Documents

The following reference documents are available for download from SAWPA (Dropbox). Please e-mail David Ruhl at druhl@sawpa.org to receive download instructions.

1. 90% Plans and Specifications

PROPOSAL AUTHORIZATION

(Please provide this document (or exact information) on your letterhead)

I certify I am authorized to submit a binding proposal on behalf of my company, (enter company name), and this proposal conforms to required specifications unless otherwise noted.

Company Name

Proposal Submitted by

Title

Signature

Date

Email

Telephone Number

Facsimile Number

**Santa Ana Watershed Project Authority
PA24 - Brine Line - Financial Report
July 2026**

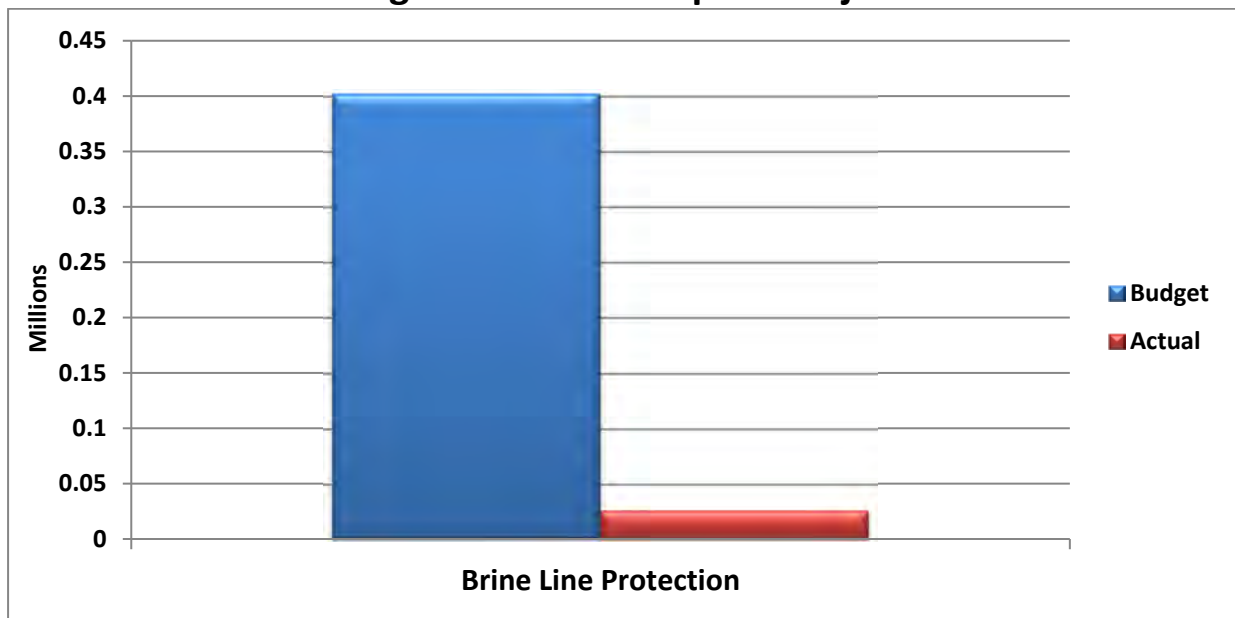
Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the Brine Line's key financial indicators for the Fiscal Year-to-Date (FYTD) through July 2026 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	\$4,828,641	\$402,387	\$26,285	\$376,102
Total Capital Costs	\$4,828,641	\$402,387	\$26,285	\$376,102

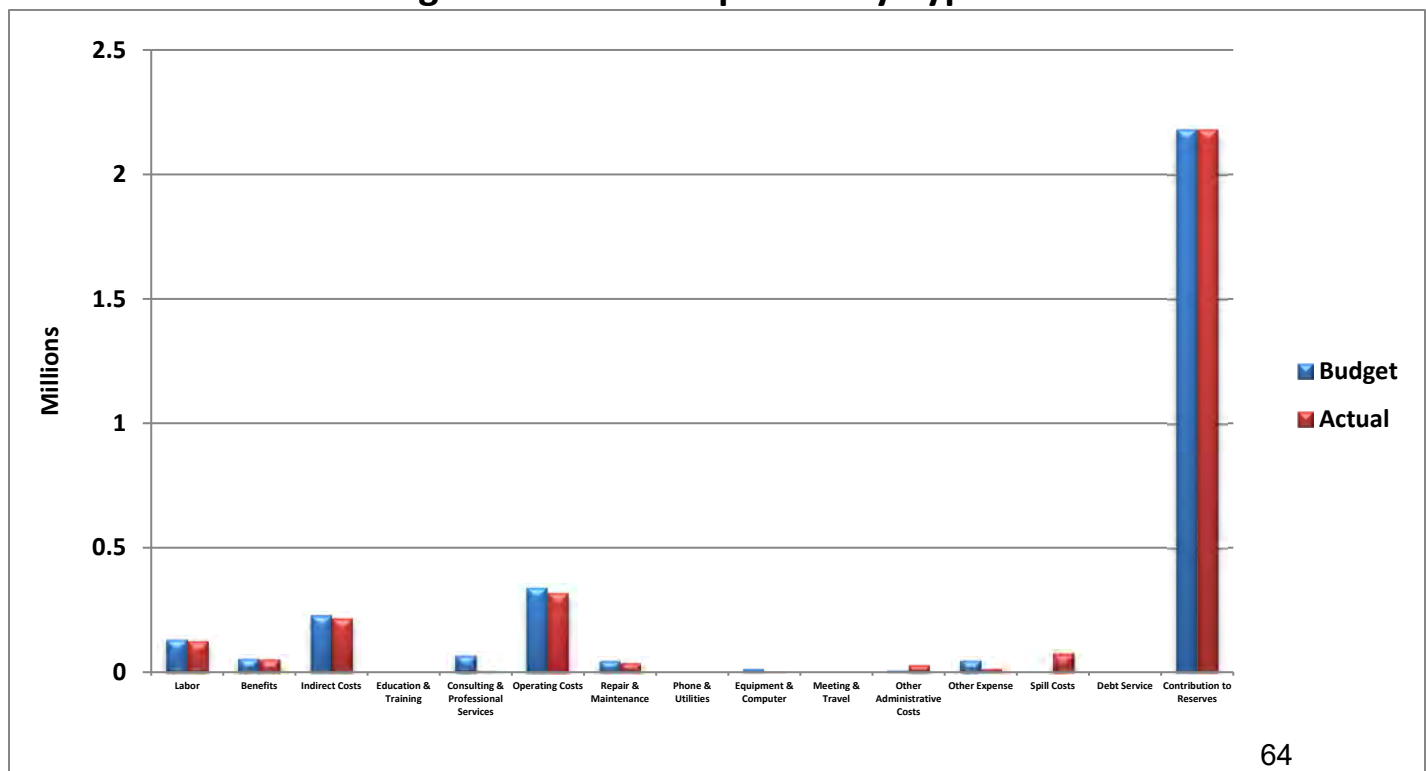
Budget to Actual - Capital Projects



Brine Line – Operating

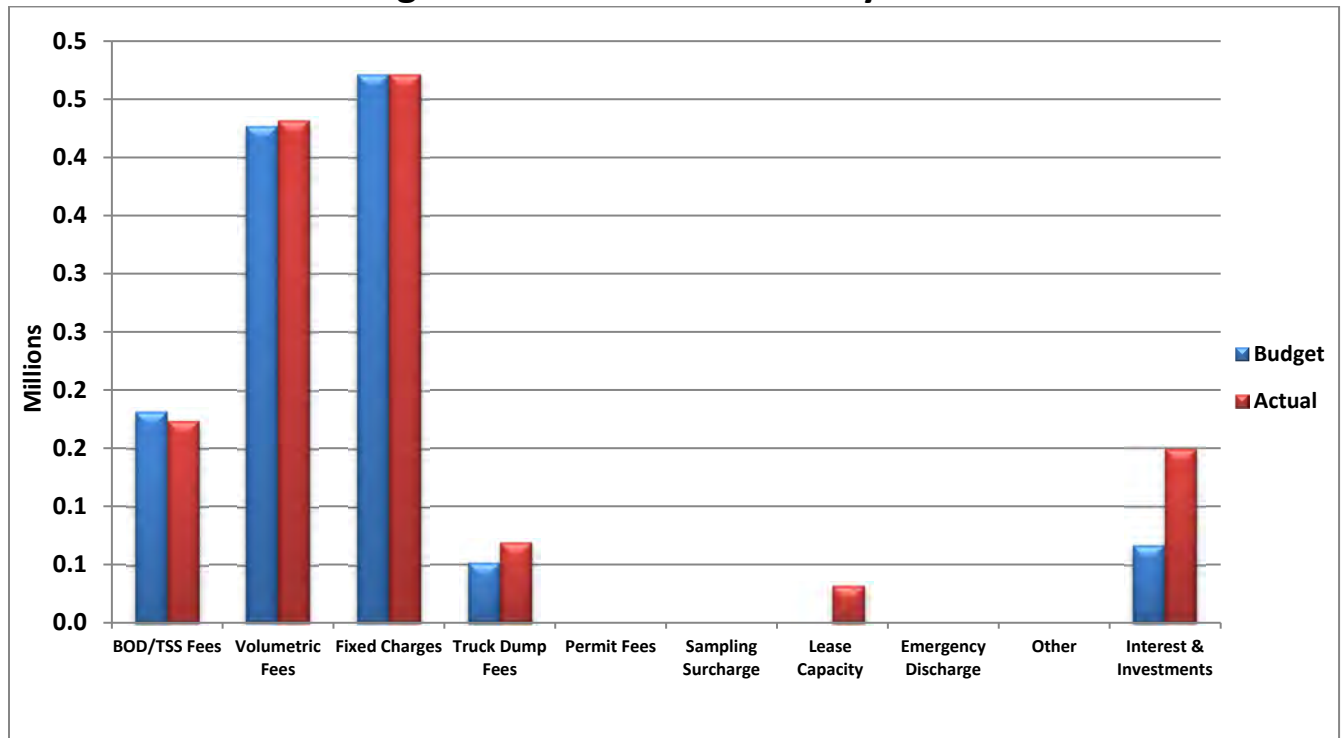
Budget to Actual - Expenses by Type				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,559,822	\$129,985	\$123,468	\$6,517
Benefits	632,914	52,743	50,128	2,615
Indirect Costs	2,741,252	228,438	216,934	11,504
Education & Training	15,225	1,269	-	1,269
Consulting & Prof Svcs	815,750	67,979	4,240	63,739
Operating Costs	4,079,833	339,986	319,024	20,962
Repair & Maintenance	543,750	45,313	36,557	8,756
Phone & Utilities	11,550	963	841	122
Equip & Computers	151,017	12,585	3,280	9,305
Meeting & Travel	3,000	250	-	250
Other Admin Costs	84,925	7,077	28,831	(21,754)
Other Expense	573,220	47,768	14,881	32,887
Spill Costs	-	-	76,611	(76,611)
Debt Service	1,709,476	-	-	-
Contribution to Reserves	2,182,388	2,182,388	2,182,388	-
Total	\$15,104,122	\$3,116,744	\$3,057,183	\$59,561

Budget to Actual - Expenses by Type

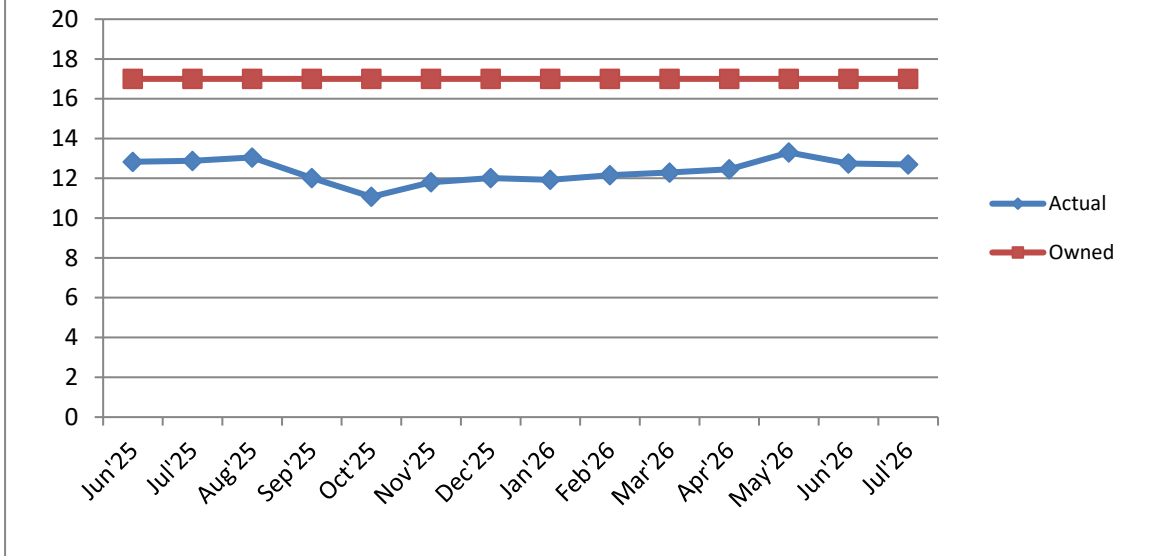


Budget to Actual - Revenues by Source				✓	Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance	
BOD/TSS Fees	\$2,179,500	\$181,625	\$173,679	(\$7,946)	
Volumetric Fees	5,123,090	426,924	431,788	4,864	
Fixed Charges	5,657,172	471,431	471,431	-	
Truck Dump Fees	615,560	51,297	68,610	17,313	
Permit Fees	28,800	-	-	-	
Sampling Surcharge	-	-	-	-	
Lease Capacity Revenue	-	-	31,490	31,490	
Emergency Discharge Fees	-	-	-	-	
Other Revenue	-	-	33	33	
Interest & Investments	1,500,000	66,667	149,041	82,374	
Total	\$15,104,122	\$1,197,944	\$1,326,072	\$128,128	

Budget to Actual - Revenues by Source



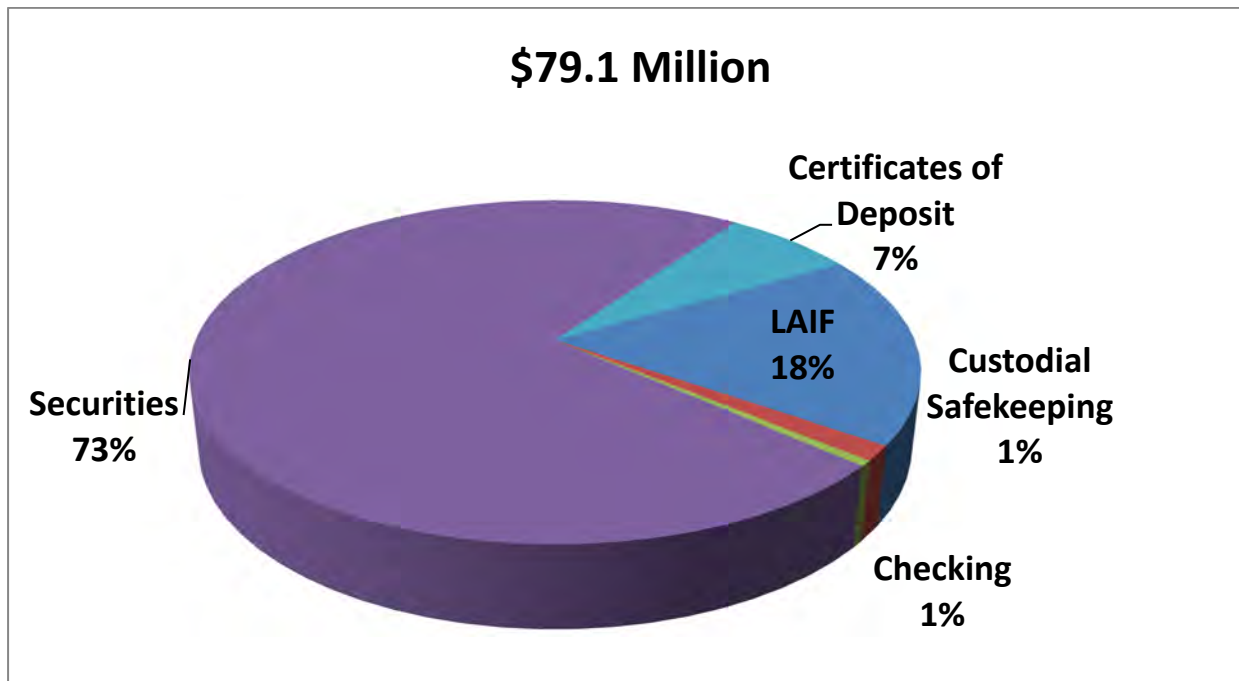
Average Daily Flow by Month



Total Discharge by Agency (in million gallons)

Discharger	Jul'26	Aug'26	Sep'26	Oct'26	Nov'26	Dec'26	Total
Chino Desalter Authority	91.8519						91.8519
Eastern Municipal Water District	103.2546						103.2546
Inland Empire Utilities Agency	12.6492						12.6492
San Bernardino Valley MWD	45.6787						45.6787
Western Municipal Water District	123.9564						123.9564
SAWPA Adjustment	0.0000						0.0000
Truck Discharge	3.5602						3.5602
Total	380.9510						380.9510

Total Cash & Investments



Reserve Fund Balance

	Amount
Debt Retirement	\$3,251,081
Pipeline Replacement & Capital Investment	47,600,607
OC San Pipeline Rehabilitation	3,899,890
Pipeline Capacity Management	13,826,207
OC San Future Treatment & Disposal Capacity	2,116,837
YVWD Treatment Purchase	4,715,493
Brine Line Operating	2,636,503
Brine Line Operating Cash	1,083,855
Total Reserves	\$79,130,473

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 93.5% below budget. Operating Expenses are 1.9% below budget and Revenues are 10.7% above budget.