

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF CHINO (Chino), and the SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA) for the design of the Euclid Bridge – Brine Line Reach IV-D Relocation (Project).

### WITNESSETH

**WHEREAS**, the City of Chino (**CHINO**) and the Santa Ana Watershed Project Authority (**SAWPA**) are signatories to this Memorandum of Understanding (**MOU**), and may hereinafter be individually referred to as a “**PARTY**” and, collectively referred to as the “**PARTIES**”; and

**WHEREAS**, **CHINO** is designing the Euclid Avenue Bridge Project – ST243 and in coordination with **SAWPA** has identified certain brine line facilities owned, operated, and maintained by **SAWPA** to be in conflict with the proposed viaduct alignment; and

**WHEREAS**, the **PARTIES** desire to cooperate and jointly participate in the development, funding, and design (collectively, the design phase) of a brine line facility, generally referred to as Brine Line Reach IV-D Relocation, located on Euclid Avenue from Pomona Rincon Road to Pine Avenue as depicted in Exhibit A. The design phase, together with the construction phase of the facility, are hereinafter referred to as the “**PROJECT**”); and

**WHEREAS**, the **PARTIES** agree that the **PROJECT** will be of mutual benefit to the **PARTIES**; and

**WHEREAS**, the estimated **PROJECT** design cost is four-hundred sixty-eight thousand Dollars and zero cents (\$468,000) as shown on Exhibit B; and

**WHEREAS** any funding obtained for this **PROJECT** through grants or contributions from outside agencies shall lower the total cost of the **PROJECT** equally for both **PARTIES**; and

**WHEREAS**, contributions from development impact fees and development projects within a **PARTY** will be considered a contribution from that **PARTY** only:

**WHEREAS**, **CHINO** will act as the Lead Agency on the **PROJECT**; and

**WHEREAS**, the **PARTIES** agree that upon completion of the **PROJECT**, **SAWPA** shall own, operate, and maintain the **PROJECT** within **CHINO**’s jurisdiction; and

**WHEREAS**, the **PARTIES** desire to set forth their respective responsibilities and obligations regarding design of the **PROJECT**.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the parties hereby agree as follows:

## **SECTION I**

### **1.0 CHINO SHALL:**

- 1.1 Act as the Lead Agency to have a consultant prepare all environmental documents, construction plans, specifications, engineer's estimates, and manage the design of the **PROJECT**.
- 1.2 Process necessary environmental documents as required, including but not limited to, pursuant to the California Environmental Quality Act, and obtain all necessary environmental agencies' approvals for the final design of the **PROJECT**.
- 1.3 Provide all services to acquire any right-of-way needed for the **PROJECT**, including, but not limited to, eminent domain procedures, contacting owners or occupants, entering properties, inspecting, negotiating right-of-way takes, negotiating easements or replacement property for impacted trees, fences, drive approaches, and other property structures.
- 1.4 Arrange for relocation of any utilities that may interfere with construction of the **PROJECT** within the **PROJECT** sites.
- 1.5 Obtain **SAWPA's** approval on the construction plans and specifications prior to advertising for bids on the **PROJECT**.
- 1.6 Provide **SAWPA** invoices on a quarterly basis for cost incurred on the **PROJECT**.

## **SECTION II**

### **2.0 SAWPA SHALL:**

- 2.1 Pay its share of **PROJECT** design costs based on the **RATIO** as shown in Exhibit B.
- 2.2 Promptly review and comment on construction plans, specifications and engineer's estimates prepared and submitted by **CHINO** or by its representatives, and upon **CHINO** satisfactorily addressing all of **SAWPA's** comments.
- 2.3 Following completion of the **PROJECT**, own, operate, and maintain the **PROJECT**.

### SECTION III

- 3.1 Nothing in this **MOU** obligates either **PARTY** to make any monetary contribution to the other or to the **PROJECT** beyond the amounts listed in Exhibit A.
- 3.2 The **PARTIES** agree that they will collaborate with each other to develop and execute a construction cost sharing agreement prior to Advertisement for Bids.
- 3.3 This **MOU** may be amended or modified only by mutual written consent of **SAWPA** and **CHINO**. Amendments and modifications of a non-material nature may be by the mutual written consent of the respective parties' Director of Public Works or General Manager or their delegates provided that the individuals have the signing authority to bind the respective parties to the modification.
- 3.4 Any correspondence, communication, or contact concerning this **MOU** shall be directed to the following:

SAWPA  
11615 Sterling Avenue  
Riverside, CA 92503  
Attention: General Manager

CHINO  
City of CHINO  
13220 Central Avenue  
Chino, CA 91710  
Attention: City Engineer

- Either **PARTY** may, by notice to the other **PARTY**, change the address specified above. Service of notice or communication shall be complete, if personally delivered, or five (5) days after deposit of said notice or communication in the U.S. mail.
- 3.5 Neither **CHINO** nor any officer or employee of **CHINO** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **SAWPA** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **SAWPA** under this **MOU**. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **SAWPA** shall fully indemnify, defend and hold **CHINO** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of **SAWPA** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **SAWPA** under this **MOU** and for all claims, suits or actions brought forth under any theory or assertions of liability occurring by reason of anything done or omitted to be done by **SAWPA** under or in connection with any work, authority or jurisdiction conferred upon **SAWPA** or arising under this **MOU**.

- 3.6 Neither **SAWPA** nor any officer or employee of **SAWPA** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **CHINO** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **CHINO** under this **MOU**. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **CHINO** shall fully indemnify, defend and hold **SAWPA** harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of **CHINO** under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of **CHINO** under this **MOU** and for all claims, suits or actions brought forth under any theory or assertions of liability occurring by reason of anything done or omitted to be done by **CHINO** under or in connection with any work, authority or jurisdiction conferred upon **CHINO** or arising under this **MOU**.
- 3.7 If any legal action, or any arbitration or other proceeding is initiated for the enforcement of this **MOU**, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this **MOU**, the successful or prevailing **PARTY** shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- 3.8 Venue shall be in San Bernardino County, California.
- 3.9 The **PARTIES** understand, acknowledge and agree that the Recitals are true and correct, and are hereby incorporated into this **MOU**.
- 3.10 This **MOU** may be terminated by the written mutual consent of both **PARTIES**.
- 3.11 Nothing in the provisions of this **MOU** is intended to create duties or obligations to, or rights in, third-parties not parties to this **MOU**, or affect the legal liability of the **PARTIES** to this **MOU** by imposing any standard of care respecting the design, construction or maintenance of the **PROJECT** different from the standard of care imposed by law.

**IN WITNESS WHEREOF**, this **MOU** has been fully executed on behalf of **CHINO** and **SAWPA** by their duly authorized officers, effective as of the last date hereunder written.

*(Signatures on next page.)*

**SANTA ANA WATERSHED PROJECT AUTHORITY**

By: \_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

Name: \_\_\_\_\_  
*Karen Williams*

Title: \_\_\_\_\_  
*General Manager*

Dated: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHINO**  
CITY OF CHINO, a municipal corporation

\_\_\_\_\_  
*Linda Reich, City Manager*

**ATTEST:**

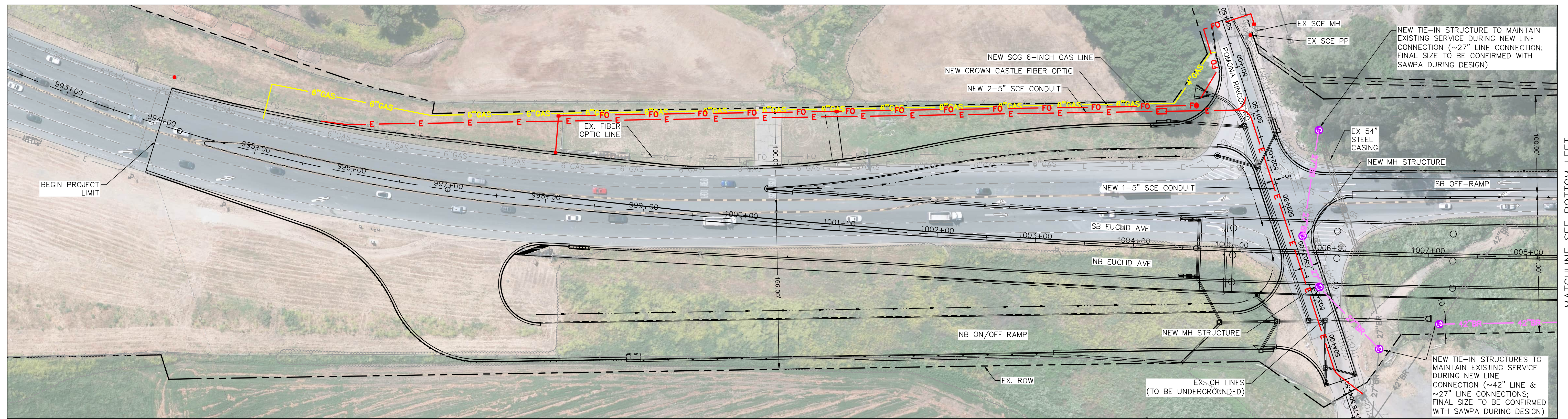
\_\_\_\_\_  
Natalie Gonzaga, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Fred Galante, City Attorney

\_\_\_\_\_  
Hye Jin Lee, Director of Public Works



MATCHLINE SEE BOTTOM LEFT



MATCHLINE SEE TOP RIGHT

MATCHLINE SEE SHEET 2

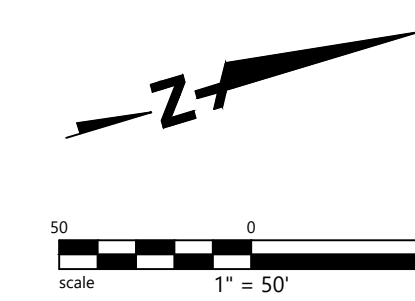
**LEGEND:**

- 42" BR — NEW BRINE LINE
- 27" BR — NEW BRINE LINE
- E — NEW SCE UNDERGROUND LINE
- FO — NEW CROWN CASTLE FIBER OPTIC UNDERGROUND LINE
- 4" GAS — NEW SCG GAS LINE
- 6" GAS — NEW SCG GAS LINE
- SD — NEW STORM DRAIN LINE

- 42" BR — EXISTING BRINE LINE
- 27" BR — EXISTING BRINE LINE
- E — EXISTING SCE UNDERGROUND LINE
- E(OH) — EXISTING SCE OVERHEAD LINE
- JT(OH) — EXISTING JOINT OVERHEAD LINE (SCE & FRONTIER) OR (SCE, FRONTIER & CROWN CASTLE)
- FO — EXISTING CROWN CASTLE FIBER OPTIC UNDERGROUND LINE
- COM — EXISTING CHARTER UNDERGROUND LINE
- 4" GAS — EXISTING SCG GAS LINE
- 6" GAS — EXISTING SCG GAS LINE
- 36" SD — EXISTING STORM DRAIN LINE
- 24" SD — EXISTING STORM DRAIN LINE



PLN 10.2024 at 5:51pm  
 EUCLID-BRINE-LINE-EXHIBIT.dwg  
 COPYRIGHT © 2024 BKF ENGINEERS

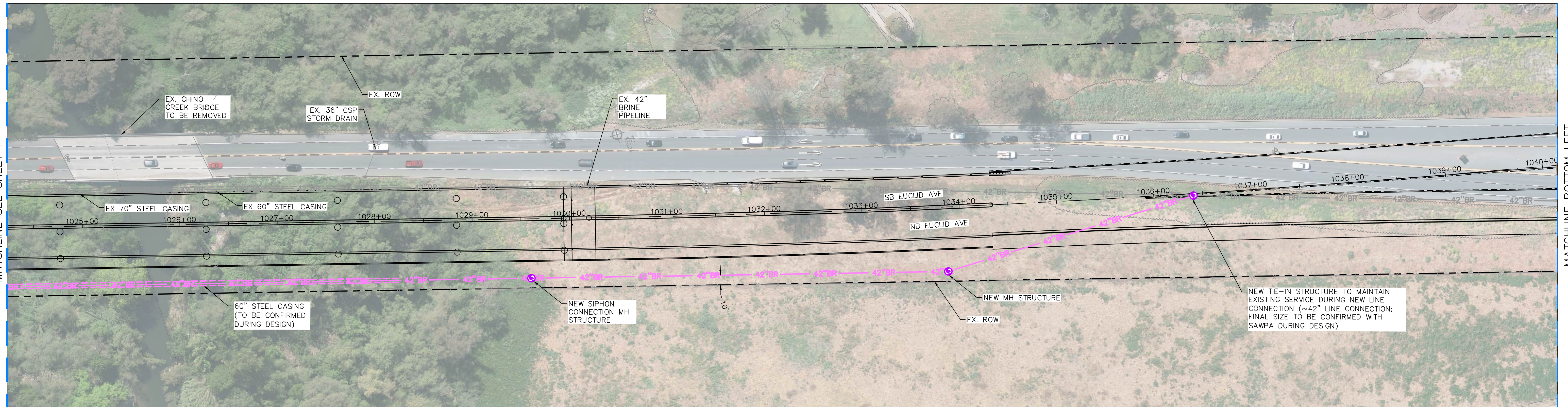


**BKF ENGINEERS**  
 4675 MACARTHUR CT.  
 SUITE 400  
 NEWPORT BEACH, CA 92660  
 (949) 526-8460  
 www.bkf.com

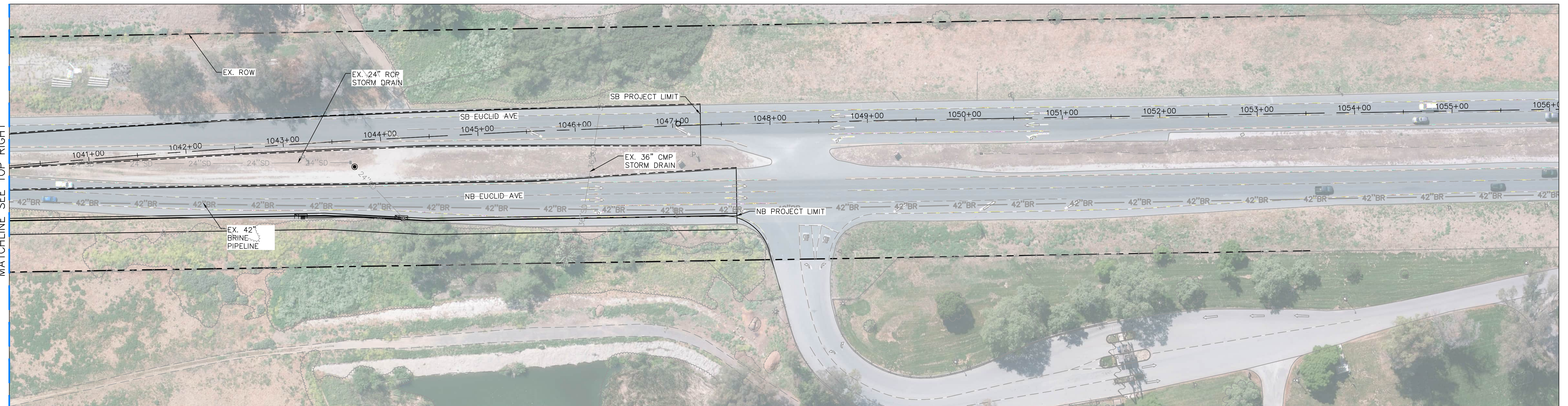
**EXHIBIT A**  
 EUCLID AVENUE BRINE LINE FACILITIES  
 CITY OF CHINO  
 MARCH 2026  
 PREPARED BY  
 BKF ENGINEERS  
 JOB NO. 20231121  
 SHEET 1 OF 2 SHEETS

MATCHLINE SEE SHEET 1

MATCHLINE BOTTOM LEFT



MATCHLINE SEE TOP RIGHT



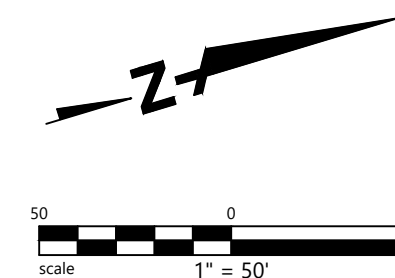
LEGEND:

- 42" BR NEW BRINE LINE
- E NEW SCE UNDERGROUND LINE
- FO NEW CROWN CASTLE FIBER OPTIC UNDERGROUND LINE
- 4" GAS NEW SCG GAS LINE
- 6" GAS NEW SCG GAS LINE
- 60" STEEL CASING (TO BE CONFIRMED DURING DESIGN)
- 24" SD NEW STORM DRAIN LINE

- 42" BR EXISTING BRINE LINE
- E EXISTING SCE UNDERGROUND LINE
- E(OH) EXISTING SCE OVERHEAD LINE
- JT(OH) EXISTING JOINT OVERHEAD LINE (SCE & FRONTIER) OR (SCE, FRONTIER & CROWN CASTLE)
- FO EXISTING CROWN CASTLE FIBER OPTIC UNDERGROUND LINE
- COM EXISTING CHARTER UNDERGROUND LINE
- 4" GAS EXISTING SCG GAS LINE
- 6" GAS EXISTING SCG GAS LINE
- 36" SD EXISTING STORM DRAIN LINE
- 24" SD EXISTING STORM DRAIN LINE

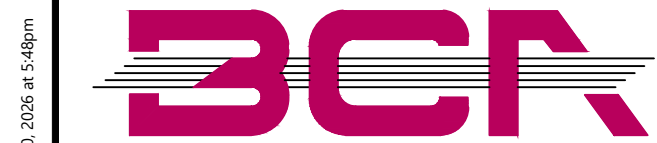
**EXHIBIT A**  
 EUCLID AVENUE BRINE LINE FACILITIES  
 CITY OF CHINO  
 MARCH 2026

PREPARED BY  
**BKF** **BKF ENGINEERS**  
 4675 MACARTHUR CT.  
 SUITE 400  
 NEWPORT BEACH, CA 92660  
 (949) 526-8460  
 www.bkf.com



JOB NO. 20231121

SHEET 2 OF 2 SHEETS



**EXHIBIT B**

	<b><u>DESIGN</u></b>
<b>Total Cost</b>	\$468,000
<b>SAWPA Share (50%)</b>	\$234,000
<b>City of Chino Share (50%)</b>	\$234,000