

GAP FLOWS AGREEMENT

This GAP Flows Agreement (“**Agreement**”) is effective December ___, 2025 (“**Effective Date**”), and is among:

- Orange County Water District (“**OCWD**”),
- Irvine Ranch Water District (“**IRWD**”), and
- Orange County Sanitation District (“**OC San**”).

OCWD, IRWD, and OC San are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

A. Purpose. The purpose of this Agreement is to establish the rights and duties of the Parties with respect to IRWD’s supply of recycled water to OCWD’s Green Acres Project (“**GAP**”) or OCWD’s Groundwater Replenishment System (“**GWRS**”), and IRWD’s capacity to discharge recycled water into the OC San ocean outfall system (“**Outfall**”).

B. The GAP System. GAP provides recycled water to approximately 100 different end users in Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach, and Santa Ana. OCWD’s Green Acres Phase II pipeline (“**GAP II**”), which is a takeoff from the GAP system, provides recycled water to Newport Beach end users, and is a part of the GAP system.

C. Recycled Water Supplies to GAP. The GAP system has two sources of supply: (i) tertiary treated wastewater from OCWD, treated from secondary treated wastewater received from OC San’s Plants No. 1 and 2 and supplied primarily during the summer months; and (ii) tertiary treated recycled water from IRWD’s Michelson Water Recycling Plant (“**MWRP**”) received intermittently, usually during the winter months, through IRWD’s intertie facility (the “**Intertie**”) that connects to GAP, which includes the GAP II pipeline.

D. 2011 IRWD GAP II/GWRS Agreement. On December 21, 2011, the Parties and the City of Newport Beach entered into the *Agreement for Irvine Ranch Water District Interties to Orange County Water District Green Acres Project and Groundwater Replenishment System and Orange County Sanitation District Outfall* (“**2011 GAP II/GWRS Agreement**”) relating to the Parties’ operation of the Intertie, GAP II, and the Outfall.

E. 2013 Annexation Agreement. On October 2, 2013, OCWD and IRWD entered into an *Annexation Agreement*, under which IRWD agreed to convey 4 million gallons per day (“**mgd**”) of sewage, recycled water, and runoff flows generated from within IRWD to OC San until 2033.

F. Cross-Services. By a separate agreement, OC San and IRWD are working to consolidate, restate, and streamline several agreements to simplify their operations and finances with regards to the treatment of wastewater. Terms of the separate agreement will provide for the continued sewage flow from IRWD’s Irvine Business Complex into OC San’s retail territory, for the benefit of OCWD and the efficient operation of GWRS.

G. The Parties intend by this Agreement to amend and restate, and in doing so, supersede, the 2011 GAP II/GWRS Agreement.

The Parties therefore agree as follows:

1. **Ownership & Maintenance of Facilities.** Each Party owns the facilities identified on Exhibit A, which are necessary for the delivery of recycled water to OCWD as per Sections 2 and 3 herein, and each Party shall operate and maintain the facilities they own and appurtenant equipment and telemetry.

2. **IRWD Discharge of Recycled Water to GAP.**

2.1 **IRWD-Initiated Discharges.** IRWD may discharge to the Intertie at its sole discretion up to 8 mgd of recycled water treated in accordance with the standards set forth in California Code of Regulations Title 22 (“**Recycled Water**”). If IRWD initiates discharges of Recycled Water to the Intertie, then IRWD will not be entitled to any compensation for that discharged Recycled Water.

A. **Notice.** IRWD shall provide notice to OCWD at least 14 calendar days prior to each scheduled date for commencement or cessation of the discharge of Recycled Water to the Intertie.

B. **Min-Max Daily Discharges.** If IRWD elects to discharge Recycled Water to the Intertie, then during the period its discharge, IRWD shall discharge a minimum of 4 mgd and a maximum of 8 mgd of Recycled Water.

C. **In Lieu of OCWD GAP Operations.** OCWD will not operate the GAP treatment plant, clearwell, pump stations or Santa Ana GAP Reservoir whenever IRWD is delivering Recycled Water to the Intertie.

D. **Continuous Discharges.** IRWD shall make a good faith effort to meet GAP customer demands when discharging Recycled Water to the Intertie. IRWD shall not operate the Intertie on an intermittent basis, but rather will attempt in good faith to operate the Intertie on a continuous basis for each Intertie delivery season that IRWD elects to commence discharges of Recycled Water to the Intertie.

2.2 **OCWD-Requested Supply.** OCWD may request in writing that IRWD discharge Recycled Water to meet GAP or GWRS supply needs at a time when IRWD has not itself elected to discharge Recycled Water to the Intertie (“**OCWD-Requested Supply**”). If IRWD Recycled Water is readily available, and supplied to OCWD at the Intertie at OCWD’s request, then OCWD shall pay IRWD for any OCWD-Requested Supply at a rate equivalent to the Metropolitan Water District of Southern California’s full-service untreated water rate to cover IRWD’s additional costs.

2.3 **No Required Flow.** Nothing in this Agreement requires IRWD to deliver any Recycled Water to the GAP system.

3. **Total Flow From IRWD to OC San and OCWD.** Sections 3.13 and 3.14 of the 2013 Annexation Agreement require IRWD to deliver until October 22, 2033 a total of 4 mgd of combined flows from (i) sewage flows generated by IRWD to OC San, (ii) Recycled Water flows to GAP, and (iii) supply sources qualifying for the OC San Urban Runoff Diversion Program. Upon execution of this Agreement, and the execution of the separate agreement between OC San and IRWD referenced in Recital F, sewage flows from the Irvine Business Complex that are delivered by IRWD to OC San will continue to count towards IRWD's obligation to comply with Sections 3.13 and 3.14 of the Annexation Agreement.

4. **Acceptance of Recycled Water Flows.**

4.1 **Acceptance in GWRS Facilities.** OCWD shall accept any Recycled Water discharged by IRWD to the Intertie for use to supply GAP users or for treatment by the GWRS. Recycled Water that is discharged by IRWD to the Intertie will be deemed to have been delivered through the GWRS Connection to the Outfall (as described in Section 4.2) if it is discharged by IRWD to the Intertie when GWRS is not receiving any influent water and the control valve at the GWRS Connection is in the open position. The volumes of Recycled Water delivered to GAP or GWRS and deemed to have been delivered to the Outfall will be determined from meter readings as provided in Section 8.2. OCWD will not be entitled to any compensation from IRWD for treating or disposing of Recycled Water.

4.2 **Acceptance of up to 8 mgd in OC San Outfall.** OC San shall accept up to 5 mgd of Recycled Water not accepted by OCWD and deemed to have been discharged by IRWD through the GWRS Connection to the Outfall. OC San shall accept up to an additional 3 mgd of Recycled Water discharged by IRWD directly to the Outfall Connection.

4.3 **LRP Payments.** IRWD waives any claim to receive Local Resources Program subsidy payments from The Metropolitan Water District of Southern California for Recycled Water delivered to the Intertie.

4.4 **No Required Acceptance for GWRS.** OCWD is not required to accept any Recycled Water from IRWD for use in, treatment by, or discharge through GWRS.

4.5 **Mutual Waiver of Fees.** OC San shall accept IRWD's flows under this Agreement at no cost for so long as IRWD waives the Harvard Avenue Trunk Sewer maintenance fees. If the *Agreement for Purchase of Capacity in the [IRWD] Harvard Avenue Trunk Sewer* dated June 10, 1991 is terminated, the Parties will meet and negotiate in good faith to determine the appropriate OC San charge to IRWD for conveyance of flows under this Agreement.

5. **Access to IRWD's Outfall Connection Telemetry.** IRWD owns certain Outfall Connection telemetry and a control valve at OC San's Plant No. 2. OC San hereby confirms, ratifies and continues in effect the non-exclusive license conveyed to IRWD pursuant to the 1998 Outfall Connection Agreement for access to the Outfall Connection control valve and telemetry and for such access purposes over the portions of OC San's Plant No. 2 property depicted on Exhibit B; but OC San may modify the license area or designated access route from time to time following written notice to IRWD.

5.1 Regular Maintenance. OC San shall permit IRWD to access OC San's property for routine and scheduled maintenance or repairs of the Outfall Connection telemetry and control valve, upon written or electronic notice at least one week prior to the date of the maintenance. IRWD shall comply with any and all security provisions adopted or instituted by OC San for access into and across OC San's property.

5.2 Emergency Access. In the event of an emergency, IRWD shall notify OC San by telephone prior to access, and OC San shall not unreasonably condition or delay IRWD's access to the OC San property required for emergency response.

5.3 Indemnity. IRWD will indemnify, defend and hold harmless OC San for any property damage, bodily injury, or wrongful death caused by the gross negligence or willful misconduct of IRWD's employees, contractors, or agents while accessing OC San's property.

6. **Shutdown of IRWD's Flows to OC San's Outfall.**

6.1 The Outfall Connection is intended to be used for the disposal of Recycled Water delivered by IRWD through the Intertie and GAP II at any time elected by IRWD as specified in Section 2, which is in excess of the amount accepted into GAP and the GWRS under Sections 4.1 and 4.2. The overflow weir at the GWRS Screening Facility allows IRWD flows at the Plant No. 1 GWRS Connection to enter the OC San outfall and is also intended to be used for the disposal of Recycled Water delivered by IRWD through the Intertie and GAP II, at any time elected by IRWD, which is in excess of the amount accepted into GAP and the GWRS.

6.2 Outfall Shutdowns. If OC San temporarily shuts down Recycled Water deliveries into the Outfall for scheduled or emergency maintenance or repairs or during conditions of high flows through the Outfall, then IRWD shall limit its discharge of Recycled Water through the Intertie to the amount that OC San and OCWD reasonably determine can be used by GAP and GWRS during that shutdown.

A. Scheduled Shutdowns. OC San shall provide IRWD with written notice one week prior to the date of any scheduled maintenance or repair. OC San shall use reasonable efforts to schedule maintenance and repairs during the non-rainy season.

B. Emergency Shutdowns. If emergency high flow conditions or maintenance require a shutdown of the Recycled Water deliveries into the Outfall, then OC San shall give reasonable notice to IRWD by telephone prior to the shutdown.

7. **Source Control.**

7.1 In accordance with both: (a) the 2010 OCWD-OC San GWRS Agreement and (b) the GWRS permit, OC San shall maintain a comprehensive industrial wastewater pretreatment source control program for controlling the discharge of wastes from point sources, including in those areas serviced by IRWD. OC San's current source control program addressing these requirements includes: (a) monitoring and testing of federally regulated categorical and locally regulated non-categorical industrial discharges, (b) a non-point source program for discharges with the potential to adversely affect GWRS performance and water quality, (c) the planning and development of non-industrial source controls for contaminants, and (d) the

regulatory authority to prohibit the discharge of pollutants to the sewer causing OC San effluent to be unsuitable for reclamation, as contained within OC San Ordinance No. OC San-53. For the Recycled Water discharged by IRWD that may supply GWRS that includes any specific contaminant specified by state or federal regulators, both now and in the future, as harmful or potentially harmful to human health and drinking water supplies, and/or affects GWRS performance and water quality, OC San shall develop and implement a pollution source control strategy for that constituent.

7.2 If any contaminants, either known as of the date of this Agreement or discovered after that date, are found in IRWD Recycled Water which require removal in order for the GWRS to meet current or future GWRS permit requirements, and/or any other state or federal regulatory agency standards, then IRWD, OCWD, and OC San will meet and confer in good faith regarding: (a) the appropriate type of source control and/or water treatment needed to address the contaminants; (b) the appropriate sharing of cost for the construction and operation of any necessary treatment facilities; and/or (c) the development and implementation of additional source control strategies. IRWD shall supply trunkline sampling and /or analytical support for all sewer investigations aimed at determining the source or sources of any such contaminant discovered in IRWD's Recycled Water.

7.3 OC San's liability for IRWD's Recycled Water shall extend only to the development and implementation of the additional source control strategies; and shall not include the costs of any construction and/or operation of needed treatment facilities.

7.4 If IRWD Recycled Water is found to contain contaminants in a concentration that affects OCWD's ability to reclaim the GWRS Specification Influent and/or OC San's ability to meet its NPDES discharge limits, and OC San's source control strategies prove unable to mitigate the concentration of said constituent, then OC San and OCWD reserve the right to reject and refuse to accept the IRWD Recycled Water to GWRS. To assist in the identification of contaminant sources or other factors that may affect GWRS performance, IRWD shall provide information concerning all chemicals (e.g., polymers and coagulants) used in the IRWD wastewater and/or solids treatment processes (e.g., manufacturer, type, chemical composition, etc.) in advance of any significant operational change or if requested by OCWD or OC San.

7.5 IRWD shall indemnify, defend and hold harmless OCWD and OC San from any and all liability for any damage to GWRS for noncompliance of these source control terms, conditions and requirements.

8. **Reporting.** IRWD shall provide OCWD and OC San with a monthly report for each calendar month during an operation period for the Intertie, by the last day of the following month. Monthly reports must include the following information:

8.1 **Water Quality Data.** The reports must include final effluent water quality data from MWRP, including, at minimum, the daily results for coliform, electrical conductivity (maximum, minimum and average for each day) and chlorine residual (maximum, minimum and average for each day), and monthly sampling results for total dissolved solids, pH, carbonate, bicarbonate, calcium, magnesium, boron, chloride, sodium, calculated sodium adsorption ratio

(SAR) and adjusted SAR. Results for other constituents that are routinely measured in the final effluent shall also be included. The report shall include the dates of sample collection and units used for reporting. Upon written notification by OCWD or OC San, IRWD shall test for additional constituents based on operational and regulatory needs of OCWD or OC San.

8.2 Meter Readings.

A. IRWD shall provide daily readings, in both acre feet and million gallons, of the quantity of water delivered through the Intertie meter on University Drive and the quantity of excess flow delivered through the Outfall Connection meter.

B. OCWD shall provide daily readings of the quantity of water delivered to the GWRS Connection (at the IT Meter described in Exhibit A) for treatment by OCWD and total water delivered to the Microfiltration Feed meter (described in Exhibit A).

C. OC San shall provide daily readings of the quantity of influent flow to Plant No. 1 and total effluent flow to the Outfall.

D. The Parties' designated staff representatives may revise the designated meters to be read and meter reading responsibilities as they determine that operating circumstances necessitate; and those revision(s) may be made by the mutual written agreement of the Parties' representatives without formally amending this Agreement.

9. **Staff Representatives.** Each Party shall appoint one staff representative and one alternate to facilitate communication between the Parties and aid in the administration of this Agreement. The Parties shall give full consideration to all joint recommendations of the staff representatives. The staff representatives shall meet periodically, but at least once a year, to perform any tasks assigned to them by the Parties, including, but not limited to, the following: provide and receive input on scheduling Recycled Water discharges to the Intertie, GAP, GWRS and the Outfall; address operational concerns in the use and maintenance of the Intertie and GAP II; and address any other operational matters.

10. **Notices.** Any notice or other document and all billings and payments required or permitted to be given by any Party to another Party will be deemed received upon delivery in person to the recipient or upon deposit in the United States mail in the State of California, with postage prepaid, and addressed as follows:

To OC San: Orange County Sanitation District
18480 Bandilier Circle
Fountain Valley, CA 92708
Attention: General Manager
Telephone: (714) 593-7110
E-mail: rthompson@ocsan.gov

To OCWD: Orange County Water District
18700 Ward Street
P.O. Box 8300
Fountain Valley, CA 92728-8300
Attention: General Manager
Telephone: (714)378-3200
E-mail: jkennedy@ocwd.com

To IRWD: Irvine Ranch Water District
15600 Sand Canyon Avenue
P.O. Box 57000
Irvine, CA 92619-7000
Attention: General Manager
Telephone: (949) 453-5590
E-mail: cook@irwd.com

11. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original.

12. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.

13. **Further Acts.** The Parties shall execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

14. **Indemnification.** Each Party agrees to defend, indemnify, and hold the other parties, and their officials, officers, employees and agents free and harmless from any claim, loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any negligent or otherwise wrongful act, omission or willful misconduct of the agreeing Party, their respective officers, employees or agents, arising out of or in connection with the execution or performance of this Agreement, including without limitation the payment of attorneys' fees.

15. **Waiver.** The failure of any Party to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or any Party's waiver of any breach hereunder unless in writing, will not relieve any other Party of any of its obligations hereunder, whether of the same or similar type. The foregoing will be true whether the waiving Party's actions are intentional or unintentional.

16. **Authorization to Execute.** The signatories to this Agreement warrant that they have been lawfully authorized execute this Agreement on behalf of the Party for which they are signing.

17. **Severability.** If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, that invalidity will

not affect other provisions of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

18. **No Assignment.** No Party may assign this Agreement or any interest in it without the prior written consent of the other.

19. **Effectiveness of Agreement; Term.** The term of this Agreement is 20 years and will automatically renew annually unless one of the Parties gives written notice to the other Parties no later than 6 months prior to the renewal or expiration date.

ORANGE COUNTY SANITATION DISTRICT IRVINE RANCH WATER DISTRICT

By: _____
Robert Thompson, General Manager

By: _____
Paul A. Cook, General Manager

ATTEST:

ATTEST:

By: _____
Kelly Lore, MMC, Clerk of the Board
Orange County Sanitation District

By: _____
Kristine Swan, District Secretary
Irvine Ranch Water District

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

By: _____
Scott C. Smith, General Counsel
Orange County Sanitation District

By: _____
Claire H. Collins, General Counsel
Irvine Ranch Water District

[signatures continue on following page]

ORANGE COUNTY WATER DISTRICT

By: _____
John Kennedy, General Manager

ATTEST:

By: _____
Clerk of the Board

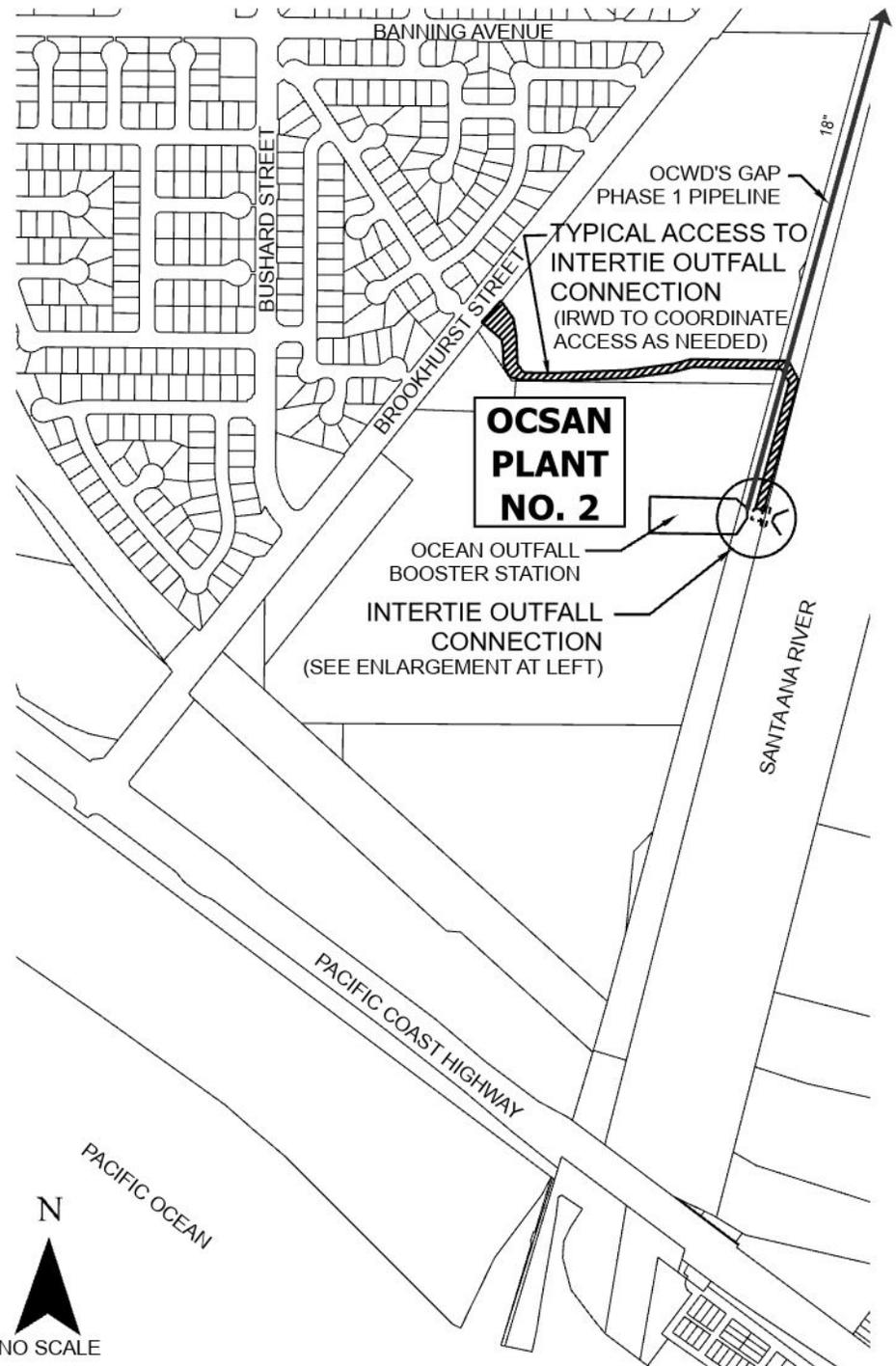
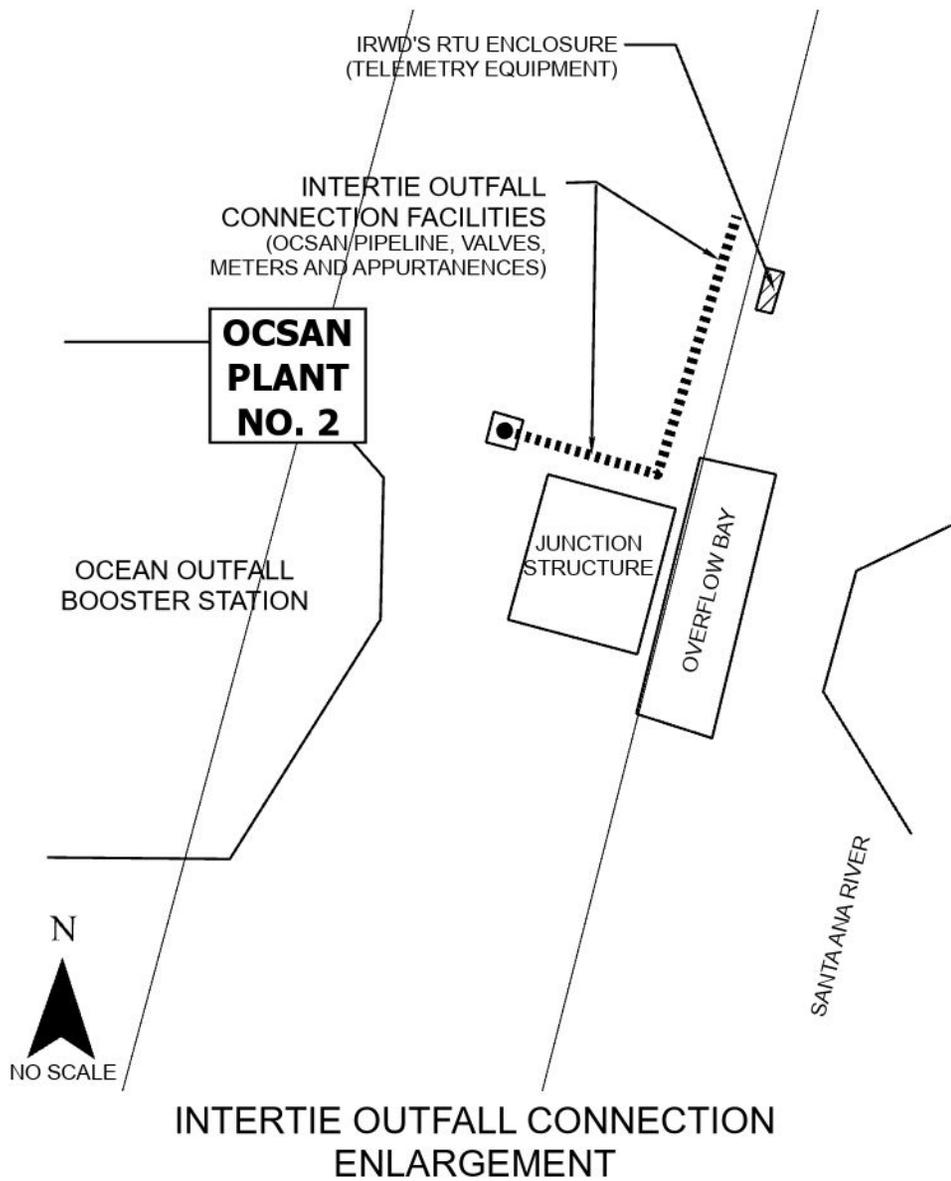
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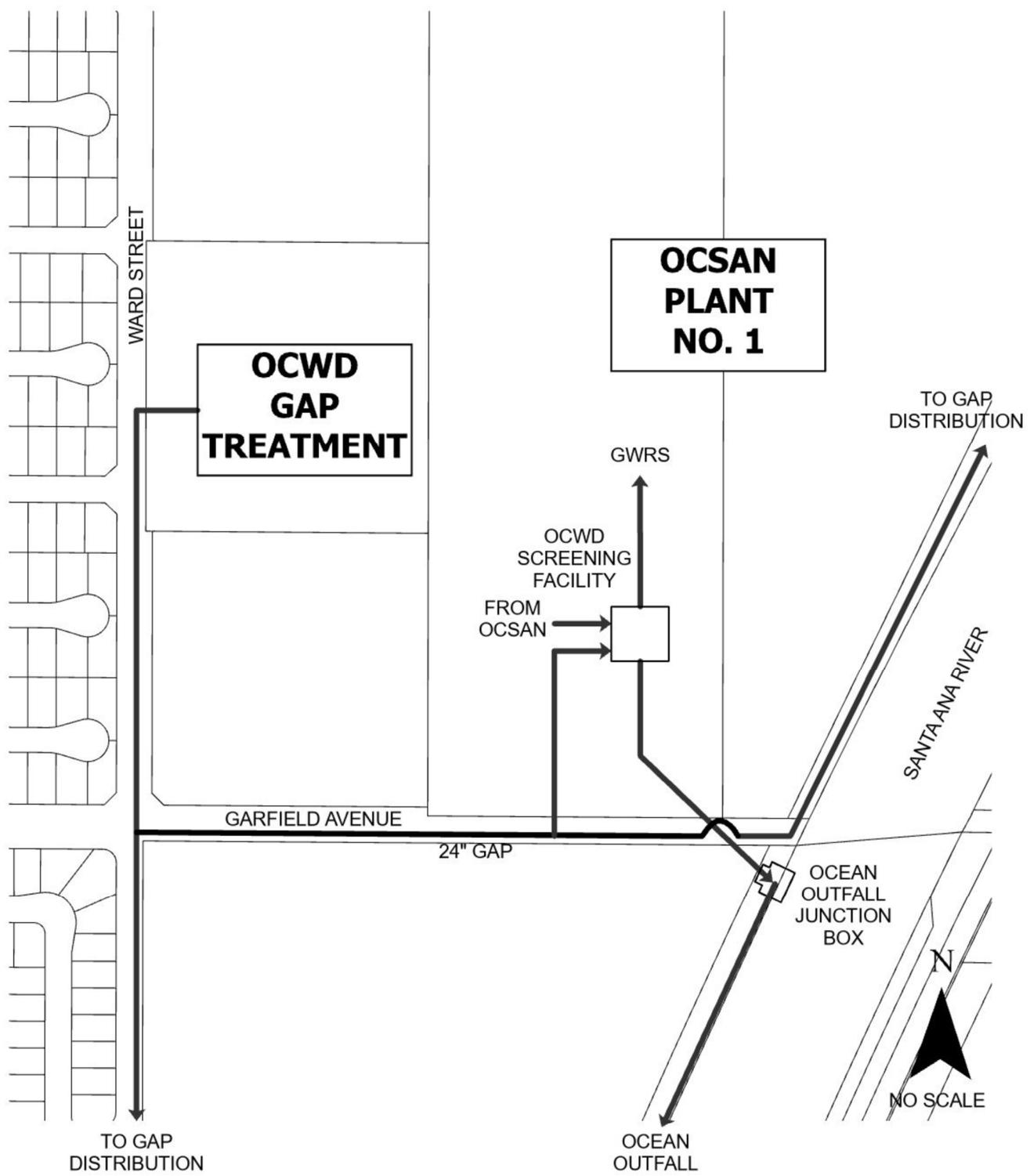
By: _____
Jeremy Jungreis, General Counsel
Orange County Water District

Exhibit A

Acknowledgment of Facilities Ownership

1. IRWD Facilities. IRWD owns:
 - 1.1 the Intertie, Intertie meter and vault, associated pipelines and appurtenances east of, and including, the valve designed to isolate the Intertie from GAP II on Jamboree Road, and
 - 1.2 the Outfall Connection telemetry and Cla Valve at OC San's Plant No. 2.
2. OCWD Facilities. OCWD owns:
 - 2.1 GAP II and associated telemetry equipment and all associated appurtenances north and west of the point of connection between the OCWD GAP II pipeline and the Intertie valve in Jamboree Road,
 - 2.2 the Bonita Creek Park dedicated service line located in the intersection of University Drive and La Vida south of, and including, the valve designed to isolate the Intertie from the park's service line, and
 - 2.3 all other Green Acres Project ("**GAP**") and GAP II facilities not included in Paragraph 1.1 or 1.2.
 - 2.4 the microfiltration feed ("**MFF**"), trickling filter ("**TF**"), activated sludge ("**AS**"), and IRWD feed ("**IT**") meters and GWRS Screening Facility & Overflow Weir, and
 - 2.5 the connection ("**GWRS Connection**") between OC San Plant No. 1 Secondary Effluent Junction Box 4 ("**SEJB 4**") and the 24" GAP pipeline located in Garfield Avenue immediately south of OC San's Plant No. 1 facility, as depicted in Exhibit C, such that the IRWD flows described in Section 4 can be supplied as influent to OCWD's GWRS project.
3. OC San Facilities. OC San owns the Outfall Connection exclusive of all associated telemetry and control valve but inclusive of the meter, as depicted in Exhibit B.





**CONNECTION FOR IRWD INTERTIE DELIVERIES
 TO GWRS AT OC SAN PLANT NO.1
 EXHIBIT "C"**