

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

December 16, 2025

FROM

NOEL CASTILLO, Director, Department of Public Works – Solid Waste Management

SUBJECT

Agreement with Evoqua Water Technologies LLC for Resin Replacement Services at the Rialto Combined Treatment Plant

RECOMMENDATION(S)

Approve **Agreement No. 25-1068** with Evoqua Water Technologies LLC, including non-standard terms, for resin replacement services at the Rialto Combined Treatment Plant, in the not-to-exceed amount of \$3,500,000, for the total contract period of December 16, 2025, through December 31, 2028.

(Presenter: Noel Castillo, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Department of Public Works – Solid Waste Management Division (SWMD) is financed by fee revenue that are charged to the public and other agencies for utilization of the County's Waste Disposal System. Sufficient appropriation and revenue have been included in the SWMD 2025-26 budget and will be included in future recommended budgets. Depending on the source of well contamination, partial contract costs will be reimbursed through existing Implementation Agreement No. 15-637 (Two-Party Agreement), approved by the Board of Supervisors (Board) on September 1, 2025 (Item No. 34) with Emhart Industries, Inc. (Emhart). Emhart will pay resin costs to treat perchlorate-contaminated water it is obligated to remediate under a United States Environmental Protection Agency (USEPA) remedial action order.

BACKGROUND INFORMATION

In addition to the Two-Party agreement approved on September 1, 2015 (Item No. 34), the Board approved Four-Party Implementation Agreement No. 15-636 (Four-Party Agreement), involving the Cities of Colton (Colton) and Rialto (Rialto), Emhart, and San Bernardino County (County), collectively referred to as the Parties. The Four-Party Agreement arose from a series of federal lawsuits filed in 2004 and 2005 in which the County was named defendant, amongst others, and wherein Rialto and Colton alleged damages from perchlorate-contaminated water in their drinking water wells. In 2006, the County began treating perchlorate-contaminated water, allegedly emanating from and near the Mid-Valley Sanitary Landfill's Unit 5 Area (Unit 5 Area), through construction of an extraction and ion exchange (IX) resin treatment system. The Two-Party Agreement allocates associated remediation costs between Emhart and the County.

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In 2013, Emhart was required to perform, and partially fund, a USEPA remedial action for the property located north and east of the Unit 5 Area. A technical analysis conducted by Emhart, to implement its remedy, concluded that it would be economical and beneficial to coordinate its treatment with the County by expanding the County's existing treatment plant to reach sufficient capacity for both the County and Emhart treatment obligations (Combined Remedies). As a result, the Four-Party Agreement was reached, providing for: (1) the use of Colton's water rights by Emhart and in exchange delivery of water to Colton's drinking water system; (2) use of Rialto's property for the expanded treatment plant and extraction wells in addition to the use of their water rights; (3) expansion of the County's treatment plant into what is referred to as the combined treatment plant (CTP); and (4) continued cooperation between the County and Emhart for the construction and long-term operation of the Combined Remedies. Rialto operates the CTP, reimbursed by the County and Emhart, as set forth in the Four-Party and Two-Party Agreements.

On December 15, 2020 (Item No. 57), the Board approved Amendment Nos. 1 and 2 to the Four-Party Agreement. Amendment No. 1 added provisions regarding the costs of construction, operation, and maintenance of a liquid chlorinator. Amendment No. 2 added terms to set forth the procedures and process to minimize or eliminate any disruption of the distribution of water to Colton.

On September 15, 2022, and after Emhart's completion of its portion of the CTP, the State Department of Drinking Water (DDW) issued an amended permit to Rialto allowing for the inclusion of water from Emhart's extraction well, EW-1, as a groundwater source of potable water. The permit also allowed the expansion of the CTP for IX resin to remove perchlorate and granular activated carbon to treat various volatile organic compounds, as approved treatment for EW-1 and Rialto's existing wells Rialto 3, Miro 2 and Miro 3 being treated by the County. Therefore, the Parties brought Emhart's extraction water well EW-1 online to the CTP and started the combined treatment and water distribution in December 2022.

On January 24, 2023 (Item No. 43), the Board approved Amendment No. 3 to the Four-Party Agreement to more clearly define the remedy implementation, budgeting, and reimbursement procedures for each of the Parties.

Resin changeouts are not routine but are based on contaminant trigger levels set forth in the DDW permit. The resin changeout process involves a number of steps that include removal and disposal of spent resin, then transfer of new resin into the treatment tank as a water slurry, which requires an inspection and disinfection process. After new resin is transferred, the tank is refilled with clean water, and a pressurized check is done for leaks. Once the test is complete, the site is cleaned, and the treatment plant may re-commence pumping and water treatment.

Since Emhart's treatment commenced, the Parties determined that it is more cost-effective for the County to conduct the resin procurement locking in specific rates since Rialto is unable to procure the resin at this time, and in lieu of one-time purchases where the resin costs vary depending on market rates, resulting in increased costs. Approval of the recommendation allows SWMD to contract directly with Evoqua Water Technologies LLC (Evoqua) to provide IX resin media for use in the CTP. Under County direction, Evoqua will also remove spent IX resin and dispose of it in an environmentally acceptable manner. The not-to-exceed agreement amount accounts for yearly incremental resin cost increases, and in the event of unforeseen resin material or labor costs greater than 5%, prices will be adjusted based on producer price

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indices. Per the cost allocations set forth in the Two-Party Agreement, Emhart will reimburse the County for its use of the resin costs.

The Agreement with Evoqua contains terms that differ from the County standard contract as follows:

1. Evoqua warrants the work to conform to specifications and services will be done in timely and workmanlike manner and that any claim based on the warranty must be made in the earlier of 18 months from delivery of work or 12 months from County's initial operation of the work, but otherwise disclaims all other warranties of any kind.
 - County Policy 11-05 requires a contract to fully warrant its services and products.
 - Potential Impact: While there is some warranty protection offered by Evoqua, if the claim arises outside of the limited warranty or after the warranty period, the County's use of the services and products are done at its own risk.
2. Evoqua's maximum liability for the County does not include consequential, incidental, special, punitive or other indirect damages for the work done, including liability for warranty claims. It also excludes Evoqua's indemnification obligations from third-party claims.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the Agreement amount, leaving the County financially liable for the excess. The liability limitation does not apply to Evoqua's negligence, gross negligence, willful misconduct, or law violations, and is limited to two million dollars or the limits of insurance required under the Agreement, whichever is greater.

SWMD recommends approval of the Agreement with Evoqua, including non-standard terms, because it will meet the County and Chief Executive Officer's goals and objectives by providing clean water to the residents and doing so in a fiscally responsible and business-like manner.

PROCUREMENT

Upon startup of Emhart's portion at the CTP, Rialto's water operator conducted initial IX pilot testing wherein three resin media products were tested. The media were provided by: (1) Evoqua; (2) Ecolab Inc, formerly Purolite, (Purolite); and (3) Calgon Carbon Corporation (Calgon). Upon completion of the pilot testing, all three IX media were approved for use at the CTP by DDW. However, the technical media makeup of the Purolite resin, when utilized, resulted in unacceptable pressure drops in the system, greater than expected from the pilot test. This created concern about operating the CTP system at higher pressures to overcome the elevated pressure drops, potentially resulting in increased costs and safety concerns. Thereafter, Calgon declined to provide bids for IX resin. This left Evoqua's PSR-2 Plus IX media as the only remaining available and acceptable IX resin, due to its technical makeup that did not cause unacceptable pressure drops and DDW approved. A three-year price quotation was requested from Evoqua and reviewed by the Parties. Evoqua's price and contract conditions were found to be reasonable and within market guidelines, allowing the County to comply with its CTP permit requirements and fulfill its commitment for delivery of treated water for distribution to Colton and Rialto. The Purchasing Department supports the non-competitive procurement.

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REVIEW BY OTHERS

This item has been reviewed by County Counsel (Maria Insixiengmay, Deputy County Counsel, 387-5455) on October 29, 2025; Risk Management (Stephanie Pacheco, Staff Analyst, 386-9039) on November 19, 2025; Purchasing (Dyan Newton, Buyer III, 387-3377) on October 30, 2025; and County Finance and Administration (Amanda Trussell, Principal Administrative Analyst, 387-4773) on December 2, 2025.

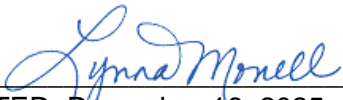
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Jesse Armendarez
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Curt Hagman, Joe Baca, Jr.
Absent: Dawn Rowe

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: December 16, 2025



cc: PW/SWMD - Rodabaugh w/agree
 Contractor - c/o PW/SWMD w/agree
 File - w/agree
CCM 12/19/2025