

11-11-80

AGREEMENT WITH SOUTHERN CALIFORNIA WATER COMPANY REGARDING
WATER SYSTEM INTERTIES (F: 55.40) (XR-112.1)

Staff report dated November 3, 1980, was introduced, indicating that the Southern California Water Company presently provides Garden Grove with domestic water through several interconnections and has the potential to receive emergency supplies through one unused emergency interconnection. Staff advised that the purpose of the proposed agreement is to finalize arrangements for the use of these interconnections and to establish a framework and guidelines for administrative action on future interconnections.

Staff advised that the agreement has been reviewed and approved in concept by the Water System Policy Advisory Committee.

Councilman Holland moved, seconded by Mayor Cannon, that the agreement by and between the CITY OF GARDEN GROVE and the SOUTHERN CALIFORNIA WATER COMPANY, regarding water supply interties, be and hereby is approved; and the Mayor is authorized to execute the agreement on behalf of the City and the City Clerk is directed to attest thereto. Said motion carried by the following vote:

AYES: COUNCILMEMBERS: (4) DINSEN, HOLLAND, WILLIAMS,
CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (1) KRIEGER

November 20, 1980

Southern California Water Company
3625 W. 6th Street
Los Angeles, CA 90020

ATTN: Rafael Victoria

Gentlemen:

Enclosed for your files is a fully executed copy of the agreement between the City of Garden Grove and the Southern California Water Company regarding water system interties.

This agreement was approved by the Garden Grove City Council on November 11, 1980.

Sincerely,

TERI LOUISE STATELY, CMC
City Clerk

Enclosure

cc: Public Works & Development

cc of agreement to:

*PWD
City Attny
Controller*

This intertie agreement was recommended in concept by the Water System Policy Advisory Committee on August 7, 1980. The agreement was prepared by the City Attorney and has been executed by the Southern California Water Company. It is recommended that the City Council authorize execution of the agreement providing for water system interties with the Southern California Water Company.

RAYMOND T. HOLLAND, Director *RT*
Department of Public Works & Development

Leo Hildenbrand

By: Leo Hildenbrand
Water Services Manager

Attachment

ma

5899D

RECOMMENDED FOR APPROVAL:

Delbert L. Powers

Delbert L. Powers
City Manager



RECEIVED

NOV 3 1980

Pub. Works & Devel. Dept.

SOUTHERN CALIFORNIA WATER COMPANY

3625 WEST SIXTH STREET • LOS ANGELES, CALIFORNIA 90020 • TELEPHONE (213) 386-7800

October 28, 1980

Mr. Jeff Garvey
Water Engineering Supervisor
City of Garden Grove
11391 Acacia Parkway
Garden Grove, California 93640

Reference: Interconnection with the City of Garden Grove
Water System at Court Street

Dear Mr. Garvey:

Pursuant to our recent telephone conversation of October 27, 1980, I am writing this letter to confirm the acceptability of the following to the City of Garden Grove relative to the proposed interconnection:

1. The use of Sparling magnetic drive water meter.
2. The use of Cla-Val pressure reducing pressure sustaining and check valve in lieu of detector check and/or backflow prevention device.

As discussed, the above facilities are specified for the referenced interconnection.

Should there be any problem in regard to the above, kindly communicate with us.

Very truly yours,

SOUTHERN CALIFORNIA WATER COMPANY

Rafael P. Victoria
Rafael P. Victoria
Distribution Engineer

RPV/jv

1 or modification of a part of this agreement.

2 6. The parties agree that interties should be established between
3 their two systems as necessary and as consistent with good engineering,
4 operational and economic practices. However, it is mutually agreed that
5 nothing contained in this agreement shall grant or convey, or be deemed to
6 have granted or conveyed, any rights to, or the continued use of, any water,
7 nor shall such accrue, or be deemed to have accrued heretofore, from the use
8 of any intertie connection between the water systems of the parties or the
9 transmission or receipt of the water flowing through any such intertie
10 connection.

11 7. Each of the parties hereby authorizes and directs its respective
12 Director, Department Head or Manager who is responsible for its water supply
13 and water service management and operation ("staff officials") to implement
14 the provisions of this agreement. Said staff officials are hereby authorized
15 to make arrangements for interties between the water systems of the parties
16 without further authorization of the governing body of either party, except in
17 those instances where, in the opinion of one or another of the staff
18 officials, it appears that the proposed intertie does not conform to the
19 general policies, agreements and guidelines of this agreement, or of the
20 requirements of law.

21 8. (A) The staff officials of the parties are authorized and
22 directed by this Agreement to intertie the respective water systems of the
23 parties at whatever locations they mutually determine to be most appropriate
24 to further purposes hereof.

25 (B) If any such intertie is of a permanent type designed to
26 provide a water supply for all municipal purposes, then it is agreed that the
27 benefiting party hereto shall pay one hundred percent (100%) of the capital
28 costs of the construction of such intertie and one hundred percent (100%)

1 thereafter of the maintenance and operational costs thereof. It is
2 contemplated by the parties that such type of permanent intertie will usually
3 be manually operated, and that metering devices will be installed in
4 connection therewith. In the absence of a meter, the amount of water
5 delivered through such an intertie from one agency to the other agency shall
6 be determined by mutually acceptable criteria, based upon flow capacity,
7 pressure, time interval of delivery, and other appropriate factors. Each of
8 the parties agrees that, whenever it uses such a permanent intertie, it shall
9 provide appropriate information concerning the amount of water received
10 through the intertie.

11 (C) If any such intertie is of a permanent nature and is
12 primarily for fire-flow requirements of one of the parties, then in that event
13 the party that receives the fire-flow benefits therefrom agrees to pay one
14 hundred percent (100%) of the capital costs of the construction of such
15 intertie and one hundred percent (100%) of the maintenance and operational
16 costs thereof. The parties contemplate that such a fire-flow intertie
17 normally will be a one-way flow installation, complete with meter and
18 automatically actuated pressure operating devices. Each such fire service
19 meter shall be equipped with a detector check valve and, if necessary, a
20 back-flow prevention device.

21 (D) If the intertie is of a temporary nature, (designed,
22 constructed and intended not to exceed two (2) years duration) then in that
23 event the party that requests the intertie agrees to pay one hundred percent
24 (100%) of the capital costs of construction of such intertie and one hundred
25 percent (100%) of the costs of maintenance and operation thereof. Each such
26 temporary intertie shall have a meter installation and, if necessary, a
27 back-flow prevention device. Neither party shall charge the other a "water
28 main" or "footage" charge for any such intertie but the supplying party may

1 charge the other its current normal customer charge(s) for the type or class
2 of service for which such water supply service is provided.

3 (E) Any construction carried out pursuant to subparts (B), (C)
4 or (D) above shall be done only in accord with plans prepared by the
5 benefiting party and approved by both parties prior to construction.

6 9. It is agreed by the parties that the charge for water going
7 through any of the permanent unmetered or fire-flow interties (now existing or
8 hereafter constructed), as described in paragraphs 8(B) and 8(C) above, shall
9 be the then existing Metropolitan Water District rate plus any member agency
10 surcharge plus a ten percent (10%) surcharge. Amounts thereof shall be
11 determined by the parties, respectively, on a periodic basis and billed from
12 time to time, with the bills due and payable thirty (30) days following
13 presentment.

14 10. In the event of emergency conditions occurring simultaneously
15 within the adjoining service areas of the parties, prudent judgment shall be
16 exercised by the respective staff officials, under such emergency conditions,
17 to coordinate closely the operations of opening or closing all interties in
18 such a manner as not to give the receiving party an advantage or priority over
19 the supplying party.


20 11. In the event that it is necessary to relocate, remove or abandon
21 one or more of the intertie connections heretofore or hereafter made between
22 the respective systems of the parties, the costs thereof shall be paid by the
23 benefiting party on the same basis as the applicable intertie installation
24 costs set forth in Section 8 hereof.

25 12. Each party agrees to indemnify and hold harmless the other
26 party, its officers and employees, from and against any and all loss or
27 damage, and from and against any and all liability for any and all loss or
28 damage, and from and against any and all suits, actions and claims filed or

1 brought by any person or persons, because of or arising out of any performance
2 of or failure to perform any or all things necessary to or required to be done
3 by such party pursuant to this agreement.

4 The parties hereto have executed this agreement the day and year
5 first appearing herein.

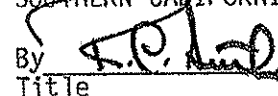
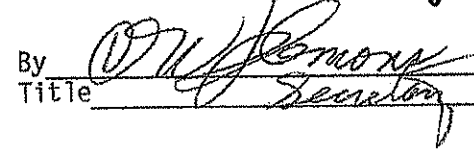
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ATTEST:

City Clerk

CITY OF GARDEN GROVE
By 
Mayor

APPROVED AS TO FORM:

City Attorney

SOUTHERN CALIFORNIA WATER COMPANY
By 
Title VP Operations
By 
Title Secretary

5040D/353A
10/14/80