# CIT. JOUNCIL MINUTES []-]]-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: ABSENT: COUNCILMEMBERS: (0) NONE

COUNCILMEMBERS: (1) KRIEGER

November 20, 1980

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

YTTN: 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,

JERI LOUISE STATELY, CMC City Clerk

Enclosure

cc: Public Works & Development

Ce of agreement to:
PWND
City altry
Coltroller

### City of Garden Grove

Considered:

Date //-/-80

Action: Denied

Approved

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INTER- DEPARTMENT MEMORANDÚM

To:

Delbert L. Powers

From: Raymond T. Holland

Dept:

City Manager

Dept: Public Works & Development

Subject:

WATER SUPPLY PROGRAM

Date: November 3, 1980

Proposed Intertie Agreement with Southern California Water Company

Attached is a proposed agreement with the Southern California Water Company. This company presently provides Garden Grove with domestic water through several interconnections and has the potential to receive emergency supplies through one unused emergency interconnection. The purpose of the agreement is to finalize arrangements for the use of these existing interconnections and to establish a framework and guidelines for administrative action on future interconnections (if any).

The current need to consider formal arrangements arose as a result of Southern California's need to activate the unused emergency line located at Garden Grove Boulevard and Coast Street. A valved-off line has remained at this site since the City's purchase of their facilities in 1976, but they now require a supplemental emergency supply for the development currently under construction at Beach and Garden Grove Boulevards. Upon review, it was discovered that a formal agreement regarding this line had never been executed.

At the same time, the City has since 1959 been purchasing water from the Southern California Water Company to serve an area near Chapman and Beach. When the matter of the interconnection was researched, it was discovered that this domestic service arrangement was also not covered by any formal agreement. For the City to assume water supply in the involved areas, it would require the construction of water mains costing \$100,000 which would exactly parallel existing Southern California lines. It is, therefore, staff's recommendation that the existing domestic service arrangement be continued under terms of a formal agreement.

A final consideration is that it may be appropriate at some future date for additional interconnections to exist. Rather than requiring a new separate agreement for each case, the current agreement will incorporate terms and guidelines under which future interconnections could be administratively implemented.

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 Compartment of Public Works & Development

Ву:

Leo Hildenbrand

Water Services Manager

Attachment

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5899D

RECOMMENDED FOR APPROVAL:

Delbert L. Powers City Manager



Pub. Works & Devel. Dept.

## SOUTHERN CALIFORNIA WATER COMPANY

3625 WEST SIXTH STREET . LOS ANGELES, CALIFORNIA 90020 . TELEPHONE (213) 366-7800

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:

- 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

Distribution Engineer

RPV/jv

#### **AGREEMENT**

(Water Supply Intertie - Southern California Water Company)

	THIS AGREEMENT	is ma	de and d	ntered	into th	nis <u>11</u>	<u>th</u> da	ìÀ	
of	November	, 198	0, by a	nd betwe	een the	CITY OF	GARDEN	GROVE, a	
Mur	nicipal corporation, a	nd th	e SOUTH	ERN CAL	IFORNIA	WATER (	COMPANY,	a Californi	a
COY	rporation.								

### RECITALS

- 1. Each of the parties is providing water service to its respective adjoining service areas along their common boundaries, and have been doing so for many years.
- 2. It is to the mutual benefit of both parties that their two water distribution systems be intertied, according to good engineering practice, to maximize the dependability and capability of each system.
- 3. There is an existing need for, and there will be future opportunities to provide, additional interties between the water distribution systems of the parties, and economies will be achieved by a minimim of delay in processing approval thereof.
- 4. The parties desire that the locations and operations of such future interties should be determined by engineering and operational considerations, and should be approved and administered cooperatively by the key management personnel who are responsible for and who supervise the provisions of water service for each of the parties.

### AGR EEMENT

# THE PARTIES MUTUALLY AGREE AS FOLLOWS:

5. It is mutually agreed that this Agreement is intended to be a statement of future policy and of the guidelines for implementation of that policy by each of the parties. This Agreement shall remain in full force and effect until and unless the parties mutually agree to termination of the whole

or modification of a part of this agreement.

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- their two systems as necessary and as consistent with good engineering, operational and economic practices. However, it is mutually agreed that nothing contained in this agreement shall grant or convey, or be deemed to have granted or conveyed, any rights to, or the continued use of, any water, nor shall such accrue, or be deemed to have accrued heretofore, from the use of any intertie connection between the water systems of the parties or the transmission or receipt of the water flowing through any such intertie connection.
- 7. Each of the parties hereby authorizes and directs its respective Director, Department Head or Manager who is responsible for its water supply and water service management and operation ("staff officials") to implement the provisions of this agreement. Said staff officials are hereby authorized to make arrangements for interties between the water systems of the parties without further authorization of the governing body of either party, except in those instances where, in the opinion of one or another of the staff officials, it appears that the proposed intertie does not conform to the general policies, agreements and guidelines of this agreement, or of the requirements of law.
  - 8. (A) The staff officials of the parties are authorized and directed by this Agreement to intertie the respective water systems of the parties at whatever locations they mutually determine to be most appropriate to further purposes hereof.
  - (B) If any such intertie is of a permanent type designed to provide a water supply for all municipal purposes, then it is agreed that the benefiting party hereto shall pay one hundred percent (100%) of the capital costs of the construction of such intertie and one hundred percent (100%)

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

- (C) If any such intertie is of a permanent nature and is primarily for fire-flow requirements of one of the parties, then in that event the party that receives the fire-flow benefits therefrom agrees to pay one hundred percent (100%) of the capital costs of the construction of such intertie and one hundred percent (100%) of the maintenance and operational costs thereof. The parties comtemplate that such a fire-flow intertie normally will be a one-way flow installation, complete with meter and automatically actuated pressure operating devices. Each such fire service meter shall be equipped with a detector check valve and, if necessary, a back-flow prevention device.
- (D) If the intertie is of a temporary nature, (designed, constructed and intended not to exceed two (2) years duration) then in that event the party that requests the intertie agrees to pay one hundred percent (100%) of the capital costs of construction of such intertie and one hundred percent (100%) of the costs of maintenance and operation thereof. Each such temporary intertie shall have a meter installation and, if necessary, a back-flow prevention device. Neither party shall charge the other a "water main" or "footage" charge for any such intertie but the supplying party may

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

- (E) Any construction carried out pursuant to subparts (B), (C) or (D) above shall be done only in accord with plans prepared by the benefiting party and approved by both parties prior to construction.
- 9. It is agreed by the parties that the charge for water going through any of the permanent unmetered or fire-flow interties (now existing or hereafter constructed), as described in paragraphs 8(B) and 8(C) above, shall be the then existing Metropolitan Water District rate plus any member agency surcharge plus a ten percent (10%) surcharge. Amounts thereof shall be determined by the parties, respectively, on a periodic basis and billed from time to time, with the bills due and payable thirty (30) days following presentment.
- 10. In the event of emergency conditions occurring simultaneously within the adjoining service areas of the parties, prudent judgment shall be exercised by the respective staff officials, under such emergency conditions, to coordinate closely the operations of opening or closing all interties in such a manner as not to give the receiving party an advantage or priority over the supplying party.
- 11. In the event that it is necessary to relocate, remove or abandon one or more of the intertie connections heretofore or hereafter made between the respective systems of the parties, the costs thereof shall be paid by the benefiting party on the same basis as the applicable intertie installation costs set forth in Section 8 hereof.
- 12. Each party agrees to indemnify and hold harmless the other party, its officers and employees, from and against any and all loss or damage, and from and against any and all liability for any and all loss or damage, and from and against any and all suits, actions and claims filed or

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

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

By Bualhan Manon

APPROVED AS TO FORM:

City Attorney

SOUTHERN CALIFORNIA WATER COMPANY

Title

JAB Dergin

By (

5040D/353A 10/14/80