



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 01, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

47 October 1, 2019


CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO.29, MALIBU
AUTHORIZATION TO EXECUTE AN AGREEMENT FOR EMERGENCY INTERCONNECTION
WITH LAS VIRGENES MUNICIPAL WATER DISTRICT
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to execute an agreement with Las Virgenes Municipal Water District for an emergency water service interconnection between Las Virgenes Municipal Water District and the Los Angeles County Waterworks District No. 29, Malibu.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:

1. Find that the recommended action in this Board letter is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Authorize the Director of Public Works or his designee to execute an agreement with Las Virgenes Municipal Water District for an emergency water service interconnection between Las Virgenes Municipal Water District and the Los Angeles County Waterworks District No. 29, Malibu.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Director of Public Works or his designee to execute an agreement with Las Virgenes Municipal Water District (LVMWD) to establish an

emergency water service interconnection to deliver water to the Los Angeles County Waterworks District No. 29, Malibu's (District), water system when the primary water supply from the Metropolitan Water District of Southern California (MWD) is interrupted. The emergency interconnection between LVMWD and the District water systems will allow the District to improve water system reliability and promote emergency preparedness.

The District provides water service to over 7,100 customers in the City of Malibu and the County unincorporated community of Topanga. The primary source of supply for the District is imported water from the MWD, purchased through West Basin Municipal Water District. A 35-mile-long transmission main conveys purchased water from an interconnection with MWD in the City of Culver City to the west part of the City of Malibu. This existing transmission main traverses areas that have previously experienced landslides and future events could potentially interrupt service to District customers. The proposed emergency interconnection with LVMWD's system will significantly improve water supply reliability for the District.

The emergency interconnection is proposed to include a 12-inch water main, a pressure regulating station, and related appurtenances in the west part of the City of Malibu. The water main is proposed to connect to LVMWD's system, in the County unincorporated area of Santa Monica Mountains, with the District's system, which is approximately a mile to the southwest along Encinal Canyon Road in the City of Malibu.

During a natural disaster or other emergency, the District will request emergency water supplies from LVMWD, and LVMWD will provide emergency water supplies to the District after meeting all the demands of its customers. The interconnection will also assist LVMWD in providing water quality maintenance for portions of its system. Water service will be metered by LVMWD and be billed to the District.

The District will fund and implement the design and construction of the emergency interconnection and each party will own and maintain the infrastructure on its side of the meter.

Design of the project is expected to be completed by January 2021 and construction is expected to begin in January 2022. Public Works, on behalf of the District, will return to the Board in 2021 to obtain any necessary approvals for the construction of the project.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy III. 3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action will allow the District to provide customers with a more reliable water supply system.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The District will fund the cost for the design and construction of the emergency water service interconnection, which is estimated to be \$4,100,000.

Funding for the design and construction of the emergency water service interconnection is included in the Los Angeles County Waterworks District No. 29, Malibu, Accumulative Capital Outlay Fund (N33).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the CEQA Guidelines. This proposed action to set CEQA significance thresholds is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

By approving the Agreement, the County does not commit to or approve any specific project. Construction or implementation of the emergency connection would occur only following compliance with CEQA, and we will return to the Board for consideration of appropriate environmental documentation.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Los Angeles County Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will not have a negative impact on current County services or projects and will allow the District to provide customers with a more reliable water supply system.

CONCLUSION

Please return two adopted copies of this letter to Public Works, Waterworks Division.

Respectfully submitted,



MARK PESTRELLA

Director

MP:AA:ea

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Las Virgenes Municipal Water District

**AGREEMENT BETWEEN LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 29, MALIBU, AND THE
LAS VIRGENES MUNICIPAL WATER DISTRICT
FOR EMERGENCY INTERCONNECTION BETWEEN
THEIR POTABLE WATER SYSTEMS**

THIS AGREEMENT, made and entered into this _____ day of _____ 2019, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU, duly authorized pursuant to Division No. 16 of the Water Code, Section 55000, et seq., (hereinafter referred to as WWD29), and the LAS VIRGENES MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911, as amended, (hereinafter referred to as LVMWD). WWD29 and LVMWD shall hereinafter be referred to individually as PARTY and collectively as PARTIES.

RECITALS

WHEREAS, the PARTIES deliver potable water to their respective service areas;
and

WHEREAS, the PARTIES' potable water systems are subject to scheduled and unscheduled interruptions of water deliveries that can negatively impact the PARTIES' ability to deliver potable water to their respective customers; and

WHEREAS, WWD29 has requested an emergency connection with LVMWD to improve system reliability and promote emergency preparedness and disaster response; and the PARTIES have determined that an emergency interconnection (INTERCONNECTION) between their potable water systems would be of benefit and wish to pursue the concept through completion; and

WHEREAS, WWD29 will perform environmental review, preliminary design, final design and construction of the INTERCONNECTION.

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and agreements set forth herein, the PARTIES agree as follows:

1. PURPOSE AND INTENT

- a. The Parties intend to construct the INTERCONNECTION between the potable water systems to allow WWD29 to continue to receive potable water for its customers from LVMWD if their supply of water is interrupted. The PARTIES acknowledge and agree that the INTERCONNECTION is not intended as a dedication or commitment of the water supply of either PARTY to service the other PARTY but is intended to provide a mechanism for delivering potable water under certain circumstances as provided herein.

- b. The INTERCONNECTION would include pipelines, a pressure regulating station (PRS), flow meter, metering device, and related appurtenances and facilities.
- c. This AGREEMENT sets forth the terms by which the PARTIES will cooperate in the preparation of design documents and environmental review under the California Environmental Quality Act (CEQA) for the INTERCONNECTION.

2. PHASE I: ENVIRONMENTAL REVIEW AND PRELIMINARY DESIGN

2.1 Generally

Phase I of this AGREEMENT consists of environmental review and preliminary design of the proposed INTERCONNECTION as set forth in Sections 2.2 and 2.3.

2.2 Environmental Review

- a. WWD29 will act as the lead agency in the preparation of CEQA environmental documents for the INTERCONNECTION. LVMWD will be a responsible agency with respect to the INTERCONNECTION.
- b. WWD29 will retain a consultant to prepare and circulate a CEQA Initial Study on the INTERCONNECTION. The selected consultant shall also prepare the necessary level of CEQA documents as determined by the Initial Study.
- c. LVMWD shall provide WWD29 and the selected consultant with all information necessary regarding LVMWD and its facilities to prepare the CEQA documents.
- d. LVMWD shall retain the right to review and approve the deliverables before finalization of the CEQA documents.
- e. Each PARTY will consider the CEQA documents and reach its own conclusions on whether and how to approve the INTERCONNECTION. The PARTIES acknowledge and agree that without CEQA compliance they will not proceed with construction or implementation of the INTERCONNECTION.
- f. WWD29 shall bear the cost of the environmental review, including the selected consultant fees and all other costs and expenses of preparation and submission of the CEQA documents.

2.3 Preliminary Design

- a. WWD29 shall pay for the preparation of a preliminary design for the Emergency Interconnection improvements, as follows:
 - (1) WWD29 shall plan, design, permit, construct, own, operate, maintain, and pay for the pipelines, appurtenances, and PRS located on its downstream side of the meter.
 - (2) WWD29 shall plan, design, permit, construct and pay for the pipeline, appurtenances, and flow meter located on the upstream side of the meter, together with the metering device, all of which shall be owned, operated, and maintained by LVMWD.
 - (3) Facilities to be dedicated to LVMWD shall be designed and constructed to LVMWD standards.
 - (4) The flow meter and metering device shall be located as close to WWD29 and LVMWD boundary as possible and capable of accurately measuring the range of flows expected through the INTERCONNECTION.
 - (5) WWD29 shall provide LVMWD preliminary plans, final plans and specifications for the INTERCONNECTION, and incorporate LVMWD comments.
 - (6) LVMWD shall ensure that its preliminary design review is completed in sufficient time to enable the consultant performing environmental review to complete its work in accordance with a mutually agreeable schedule.

3. PHASE II: DESIGN AND CONSTRUCTION

- a. Upon successful completion of Phase I, the PARTIES shall proceed with the design and construction of the INTERCONNECTION in accordance with this Section 3.
- b. At WWD29's expense, WWD29 shall complete the final design and construct the pipelines, appurtenances, PRS, flow meter and metering device.
- c. Each PARTY will own, operate, and maintain the pipelines and related improvements located on its side of the flow meter. LVMWD will own, operate, and maintain all pipeline and appurtenances upstream of the meter and the meter itself, and WWD29 shall dedicate such improvements to LVMWD at no cost to LVMWD. WWD29 will own,

operate, and maintain the PRS, pipeline, and appurtenances downstream of the flow meter.

- d. WWD29 will amend its permit with the State Water Resources Control Board Division of Drinking Water. LVMWD will provide WWD29 with all necessary information to comply with drinking water quality regulations.

4. TERMS OF USE

4.1 Availability of Water

- a. LVMWD will provide emergency water to WWD29 through the INTERCONNECTION when its flow and pressure conditions allow, while still meeting the water needs of its own customers. There will be no guarantee of any flow rate, but if capacity is available, LVMWD will make its best effort to provide water as and when requested to do so.
- b. LVMWD may request to activate the INTERCONNECTION to supply a continuous flow of up to 50 gallons per minute to WWD29 for water quality maintenance purposes. WWD29 shall cooperate with LVMWD to activate the INTERCONNECTION for such a purpose and accept the water quality maintenance flow provided it does not compromise the quality of water served to its customers.
- c. Requests for emergency water shall be submitted in writing (e-mail is acceptable) delivered to a designated LVMWD employee. The written request shall include the requested flow rate, desired start time, and estimated duration of the delivery. LVMWD will confirm in writing (e-mail is acceptable) the estimated availability of the requested water. If necessary, the request and response may be communicated verbally by phone and followed up later in writing.

4.2 Costs and Metering

- a. When the INTERCONNECTION is activated, LVMWD shall bill WWD29 monthly for water delivered through the metering device in accordance with its applicable potable water temporary service rates pursuant to the LVMWD Code, except that water supplied pursuant to Section 4.1 b. for water quality maintenance purposes shall be billed using a 1.0 or 100% multiplier in lieu of 1.5 or 150% for temporary service rates.
- b. Meter reads will be taken on the last working day of any month in which water has been delivered.

- c. LVMWD shall own and maintain the meter that measures water delivered to WWD29. LVMWD shall calibrate and test all metering components a minimum of once annually, providing a copy of the associated test and calibration report to WWD29 to confirm accuracy of plus or minus two percent ($\pm 2\%$). If the calibration discloses an error exceeding plus or minus two per cent ($\pm 2\%$), an adjustment shall be made in metered charges, covering the known or estimated extent and period of duration of such error up to a 6-month period.
- d. Signals for access to real-time meter data, if any, shall be made available to WWD29.

4.3 No Liability

Neither PARTY shall be responsible or liable to the other PARTY, or to any other person or entity, for any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this AGREEMENT or any interruption or suspension of water delivery to the other PARTY pursuant to this AGREEMENT.

4.4 No Warranty

Subject to each PARTY'S obligation to comply with applicable law as provided herein, neither PARTY represents nor warrants the quality, quantity, or flow rate of any water available at any time through the INTERCONNECTION. WWD29 shall be responsible for verifying, to its satisfaction, the quality of water entering its system and ensuring that the integration of such water with its system does not cause any water quality issues. If WWD29 becomes aware that the water provided by such PARTY fails to comply with the State Water Resources Control Board Division of Drinking Water potable water regulations and requirements, it shall immediately notify LVMWD.

4.5 Compliance with Laws

Each PARTY is responsible for obtaining and maintaining all required permits and complying with all applicable laws, rules, and regulations relating to the construction, maintenance, repair, ownership, operation, and maintenance of the INTERCONNECTION facilities for which that PARTY is responsible as set forth in this AGREEMENT.

4.6 Protection of Facilities

If any occurrence or condition during operation, maintenance, or repair of the INTERCONNECTION threatens, in the reasonable judgment of a PARTY (AFFECTED PARTY), the integrity or operational capacity of the AFFECTED

PARTY'S facilities, the AFFECTED PARTY may suspend operation, maintenance, or repair of the INTERCONNECTION or take such other action as the AFFECTED PARTY deems reasonably necessary to protect its facilities. The AFFECTED PARTY shall give as much notice as reasonably possible to the other PARTY of the action taken or proposed to be taken.

4.7 Indemnity

- a. WWD29 agrees to defend, indemnify, and hold harmless the LVMWD, its elected officials, directors, officers, agents, employees, and volunteers (LVMWD INDEMNITIES) from and against any and all liability, loss, damage, claims, actions, fees, costs, and expenses (including reasonable attorneys' fees), arising out of or related to the negligent acts, errors, or omissions of WWD29, its elected officials, directors, officers, agents, employees, and volunteers arising from or related to this AGREEMENT, except for loss or damage arising from the sole negligence or willful misconduct of the LVMWD INDEMNITIES.
- b. LVMWD agrees to defend, indemnify, and hold harmless the County of Los Angeles, its special districts, including, but not limited to, WWD29, its elected officials, officers, agents, employees, and volunteers (COUNTY INDEMNITIES) from and against any and all liability, loss, damage, claims, actions, fees, costs, and expenses (including reasonable attorneys' fees), arising out of or related to this AGREEMENT, except for loss or damage arising from the sole negligence or willful misconduct of the COUNTY INDEMNITIES. Notwithstanding the foregoing, this obligation to indemnify shall not apply to any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this AGREEMENT or any interruption or suspension of water delivery to the other PARTY pursuant to this AGREEMENT as provided in Section 4.3.
- c. With respect to water delivered from LVMWD, the following shall apply: neither LVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied or delivered by LVMWD to WWD29 after such water has been delivered to WWD29; nor for claim of damage of any nature whatsoever, including, but not limited to, consequential damages, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond the point at such delivery; and WWD29 shall indemnify and hold harmless LVMWD and its officers, agents, and employees from any such damages or claims of damages and shall reimburse LVMWD for costs of repair of facilities and other damages resulting from the operations of

WWD29. Neither WWD29 nor any of its elected officials, directors, officers, agents, employees, or volunteers shall be liable for the control, carriage, handling, use, disposal, or distribution of water prior to such water being delivered to WWD29; nor for claim of damage of any nature whatsoever, including, but not limited to, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water prior to its delivery to WWD29, excepting, however, claims by LVMWD for costs of repair to LVMWD' facilities and other damages resulting from the operations of WWD29; and LVMWD shall indemnify and hold harmless WWD29 and its officers, agents, and employees from any such damages or claims of damages, except claims by LVMWD for costs of repair of LVMWD' facilities and other damages resulting from the operations of WWD29.

5. ENTIRE AGREEMENT

This AGREEMENT supersedes any prior agreements, negotiations, and communications, oral or written, regarding its subject matter and contains the entire AGREEMENT between the PARTIES relating thereto.

6. NO INDUCEMENT

Each PARTY acknowledges to the other that no one (including, without limitation, any PARTY or any agent or attorney of any PARTY) has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this AGREEMENT, and each PARTY acknowledges that it has not executed this AGREEMENT in reliance on any promise, representation, or warranty not contained herein.

7. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

8. MODIFICATION ONLY IN WRITING

This AGREEMENT may only be changed by written amendment signed by both PARTIES. Any oral representations or modifications concerning this AGREEMENT shall be of no force or effect.

9. NOTIFICATION

Unless and until changed by notification given in accordance with this Section 9, any notice, demand, or request to be given under or pursuant to this AGREEMENT

shall be given in writing at the physical addresses set forth by personal service; overnight courier; or registered or certified, first class mail, return receipt requested:

If to WWD29: Attention Assistant Deputy Director
Los Angeles County Waterworks Districts
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

If to LVMWD: Attention General Manager
Las Virgenes Municipal Water District
4232 Las Virgenes Road, 4th Floor
Calabasas, CA 91302-1994

E-mail is also an acceptable means of notification, if provided to the current e-mail address of the appropriate General Manager or Assistant Deputy Director. Each PARTY is responsible for keeping the other PARTY apprised of any change to such PARTY'S contact information within 10 days of any material change. Any change shall only be effective upon delivery of notice to the other PARTY as provided in this Section 9.

Notice is effective upon the date of mailing for personal service; overnight courier; or registered or certified, first class mail, return receipt requested.

Notice is effective on the date of a reply e-mail from the intended recipient (NOTICED PARTY) to the sender (NOTICING PARTY), acknowledging that the notice has been received by the intended recipient.

10. EFFECTIVE DATE

This AGREEMENT shall become effective on the date the last PARTY signs the AGREEMENT (EFFECTIVE DATE).

11. TERM AND TERMINATION

- a. This AGREEMENT shall commence on the EFFECTIVE DATE and shall continue unless and until terminated as follows:
 - (1) Either PARTY may terminate this AGREEMENT upon written notice to the other PARTY if the PARTIES have failed for any reason to complete Phase I, including compliance with CEQA, within 5 years from the EFFECTIVE DATE.
 - (2) Mutual written agreement of the PARTIES to terminate the AGREEMENT.

- (3) Either PARTY may terminate this AGREEMENT for cause if the other PARTY defaults on any material obligation under this AGREEMENT and such default continues for a period of 60 days after written notice of such default is delivered in accordance with Section 9 of this AGREEMENT.
 - (4) On the 25-year anniversary of the EFFECTIVE DATE of this AGREEMENT or upon the completion of a 5-year extension period (up to a maximum of 25 years in 5-year extensions), whichever is later. Each 5-year extension shall automatically occur, unless one PARTY notifies the other PARTY at any time more than 180 calendar days prior to the extension start date, that the extension is not agreed to by the notifying PARTY. Notice shall be pursuant to Section 9 of this AGREEMENT.
- b. Upon termination of this AGREEMENT, all rights and obligations of the PARTIES shall terminate, except that each PARTY shall retain ownership and responsibility for its own improvements as provided in this AGREEMENT and Section 4.3 (No Liability), Section 4.4 (No Warranty), and Section 4.7 (Indemnity) shall survive termination.

12. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

13. REPRESENTATION BY COUNSEL

Each PARTY acknowledges that it has been represented by legal counsel of its own choice throughout the negotiations which preceded the execution of this AGREEMENT and that it has executed this AGREEMENT with the consent and on the advice of such legal counsel. Each PARTY further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this AGREEMENT prior to the execution hereof and the delivery and acceptance of the consideration specified herein.

14. JOINT DRAFTING

This AGREEMENT has been jointly negotiated and drafted. The language of this AGREEMENT shall be construed as a whole according to its fair meaning and not strictly for or against either PARTY.

15. CALIFORNIA LAW

The provisions of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

16. SIGNING AUTHORITY

Each person executing this AGREEMENT on behalf of a PARTY warrants and represents to the other PARTY that he or she is duly authorized to execute this AGREEMENT on behalf of such PARTY.

17. COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

18. NO THIRD-PARTY RIGHTS

This AGREEMENT is made solely for the benefit of the PARTIES and their respective permitted successors and assigns. No other person or entity may have or acquire any right by virtue of this AGREEMENT.

19. AUTHORITY

Each PARTY represents and warrants to the other it is entering into this AGREEMENT freely and voluntarily and that the execution and performance of this AGREEMENT (i) are within its powers; (ii) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (iii) binds said PARTY and its respective officers, directors, agents, employees, successors, assigns, and any others who may claim through it under this AGREEMENT.

20. FURTHER ACTIONS

Each PARTY agrees to cooperate to carry out the spirit and intent of this AGREEMENT and shall execute and deliver such additional documents, instruments, and other materials as may be reasonably requested by the other PARTY.

21. HEADINGS

Paragraph headings in this AGREEMENT are for reference purposes only and shall not be considered in interpreting this AGREEMENT.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized representatives as of the EFFECTIVE DATE.

LOS ANGELES COUNTY
WATERWORKS DISTRICT
NO. 29, MALIBU

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Michael More/jw
Deputy

LAS VIRGENES MUNICIPAL
WATER DISTRICT

By David W. Pelham
General Manager

APPROVED AS TO FORM:

By [Signature]
District Counsel