### CITY OF YUBA CITY STAFF REPORT

**Date:** October 19, 2021

**To:** Honorable Mayor & Members of the City Council

From: Public Works Department

**Presentation by:** Diana Langley, Public Works Director

### **Summary**

Subject: California Water Service Company Interconnect Agreement

**Recommendation:** Adopt a Resolution authorizing the City Manager to execute an Agreement

for Limited Emergency Water Supply and Maintenance of the Intertie

Connection with California Water Service Company.

**Fiscal Impact:** No fiscal impact to the City. The agreement provides that either agency

purchasing water from the other agency must pay the water rates in effect

at the time of delivery.

#### Purpose:

To facilitate the interconnection of the Marysville and Yuba City water systems on a limited basis in anticipation of possible emergency or disaster situations.

### **Background:**

As part of the design and construction of the 5<sup>th</sup> Street Bridge Replacement Project (Yuba City Capital Improvement Project No. 17-01), a new 12-inch diameter water main was installed in the bridge to facilitate a possible connection between the City of Marysville's water system and the City of Yuba City's water system during emergency or disaster situations.

Construction of the bridge replacement was substantially completed in October 2020 and project closeout with Caltrans is on-going. Staff have been coordinating with California Water Service Company (CWS), the operator of Marysville's water system, to develop an agreement that governs the potential use of the new water main in the bridge.

#### Analysis:

The Agreement for Limited Emergency Water Supply and Maintenance of the Intertie Connection (Attachment 1 – Exhibit A) contains the proposed provisions for utilizing the new water main in the bridge. Key requirements include the following:

 Physical connections must be made by each agency to connect their respective water systems to the new pipeline in the bridge.

- Yuba City's physical connection will include a bi-directional flow meter to measure the amount of water delivered.
- The process of flushing and disinfecting the new water main in the bridge is to begin within 2 hours of a verbal agreement of the supplying agency to provide water.
- Maintenance costs to be shared equally between the two agencies.
- Water supply is limited to emergency or disaster-related situations for a reasonable period of time.

### **Fiscal Impact:**

There is no direct fiscal impact associated with the agreement. The agency receiving water is required to pay the agency supplying water for all water delivered in accordance with the supplying agency's then effective regular tariff schedule or water rates. Maintenance costs, estimated to be approximately \$2,000 annually, are to be shared between CWS and the City.

### **Alternatives:**

Direct staff to modify the terms of the proposed agreement.

#### **Recommendation:**

Adopt a Resolution authorizing the City Manager to execute an Agreement for Limited Emergency Water Supply and Maintenance of the Intertie Connection with California Water Service Company.

### Attachments:

1. Resolution – Authorizing the City Manager to execute an Interconnect Agreement

Prepared by:	Submitted by:	
Kevin Bradford Deputy Public Works Director – Engineering	Dave Vaughn City Manager	
Reviewed by:		
Department Head		
Attorney		

### ATTACHMENT 1

RESOLUTION NO.	N NO.
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# RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LIMITED EMERGENCY WATER SUPPLY AND MAINTENANCE OF THE INTERTIE CONNECTION WITH CALIFORNIA WATER SERVICE COMPANY

WHEREAS, on January 17, 2017, the City of Yuba City (City) approved plans and specifications for the 5<sup>th</sup> Street Bridge Replacement Project (Contract No. 17-01), including a new 12-inch diameter water main to be installed in the bridge to facilitate a possible connection between the City of Marysville's water system and the City of Yuba City's water system during emergency or disaster situations; and

WHEREAS, the 5<sup>th</sup> Street Bridge Replacement Project, including the new 12-inch diameter water main, was substantially completed in October 2020; and

WHEREAS, the City and City of Marysville's water system operator, California Water Service Company (CWS), now desire to have the authority to utilize the new 12-inch diameter wain as intended during emergency or disaster situations; and

WHEREAS, staff and legal counsel from both the City and CWS have collaborated to develop an agreement governing the use and maintenance of the new 12-inch diameter water main.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

- 1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
- 2. The City Council approves the "Agreement for Limited Emergency Water Supply and Maintenance of the Intertie Connection" attached as Exhibit "A" with California Water Service Company subject to its material terms. The City Manager is authorized to execute the same on behalf of the City and to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to form by the City Attorney.
- 3. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19<sup>th</sup> day of October, 2021.

	Marc Boomgaarden, Mayor
ABSENT:	
NOES:	
AYES:	

Ciara Wakefield, Deputy City Clerk	
	APPROVED AS TO FORM COUNSEL FOR YUBA CITY:
	Shannon Chaffin, City Attorney Aleshire & Wynder, LLP

Exhibit A - Agreement

### **EXHIBIT A**

### AGREEMENT FOR LIMITED EMERGENCY WATER SUPPLY AND MAINTENANCE OF THE INTERTIE CONNECTION

#### **PREAMBLE**

THIS AGREEMENT, is made and entered into on this \_\_\_\_\_ day of September, 2021 ("Effective Date") by and between the City of Yuba City, California, a general law California municipal corporation with its primary business address at 1201 Civic Center Boulevard, Yuba City, CA 95993 ("City"), and the California Water Service Company, a California corporation, with its primary business address at 1720 North First Street, San Jose, CA 95112 ("Company"). City and Company may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

#### **RECITALS**

WHEREAS, the Parties hereto are engaged in the supply of water in the County of Yuba and County of Sutter in contiguous service areas separated by the Feather River; and

WHEREAS, each Party has its own water supply and under usual and ordinary operation conditions neither Party would have occasion to purchase water from the other Party; and

WHEREAS, in the public interest and in anticipation of possible emergency or disaster situations, the Parties believe it is prudent to have an interconnection of the respective water systems so that water can be supplied by either Party to the other Party upon a limited basis in cases of emergency or disaster, and desire to do so by entering into this Agreement.

### **AGREEMENT PROVISIONS**

NOW, THEREFORE, for and in consideration of the promises and of the provisions herein contained, the Parties agree as follows:

1. INTERCONNECT LOCATION. The water systems of City and Company will be connected with a 12-inch (12") diameter piped interconnection ("Intertie"), which includes manually controlled gate valves on both City's and Company's side of the Intertie, along with physical gaps between the Intertie and the City's and Company's systems. The physical gaps shall be joined, only as authorized by the terms of this

Agreement, via a temporary potable water pipeline, one on the City's side of the Intertie and the other on the Company's side of the Intertie. A bi-directional flow meter shall be installed on the City's side of the Intertie during emergency use of the Intertie. The Intertie lies within the service area of the City and the service area of Company. A location map showing the location of the Intertie, as well as the plans and profiles for the Intertie, is attached hereto as Exhibit "A".

2. REQUEST FOR SUPPLEMENTAL WATER. In the event either Party shall require supplemental water due to emergency or disaster, failure of water supply, power failure for an extended period of time, mechanical failure of pumps and/or a major pipeline break, the Party shall have the right to request to obtain water from the other Party. Requests for supplemental water may initially be made verbally to the appropriate contact listed in Section 15 "Notice" of this Agreement, but shall ultimately be made in writing to same prior to exchanging supplemental water.

To the extent the supplying Party is able to provide supplemental water in view of its circumstances and demands at the time of the request, the supplying Party shall verbally confirm to the appropriate contact listed in Section 15 "Notice" of this Agreement that supplemental water will be provided and that confirmation shall also be provided in writing to the same. The determination by the supplying Party whether to provide supplemental water, including the amount of water to be provided, shall be in the sole discretion of the supplying Party.

- 3. INITIATING DELIVERY OF SUPPLEMENTAL WATER. The supplying Party shall install its temporary potable waterline connection and begin disinfecting the Intertie within 2 hours of verbal agreement to provide supplemental water. When the receiving Party is prepared to receive water, supplying Party will install the temporary connection and open its valves on the supplying side of the Intertie. The receiving Party shall begin flushing the Intertie. The receiving Party shall perform bacteriological testing, if possible given the circumstances, before commencing delivery and notify the other Party of the test results. City shall install the bi-directional flow meter on City's side of the Intertie prior to exchanging supplemental water. Nothing in this paragraph shall prevent either Party from activating the Intertie in less time if the other Party has been properly notified and has declared that it is ready to start delivery. The Intertie shall be operated manually and shall function only when the supplying Party is capable of providing supplemental water above and beyond that which is required to service its needs.
- 4. OWNERSHIP, OPERATION AND MAINTENANCE. The Intertie is within an easement/public right of way within the Twin Cities Memorial Bridge (commonly known as the 5<sup>th</sup> Street Bridge), which is located in both the City of Yuba City and City of Marysville. The Intertie has been constructed by the City according to water industry and health standards and pursuant to plans, drawings, and specifications approved by

Company and the City. The final tie-in of the Intertie to Company's water system was constructed by Company. Company shall be responsible for the costs of one temporary potable waterline connection and one bi-directional flow meter. Company shall provide the bi-directional flow meter to City. City shall be responsible for the cost of one temporary potable waterline connection.

Ownership of the Intertie shall be as follows: The City will own and maintain the Intertie and bi-directional flow meter, with the maintenance costs to be shared equally with Company. Maintenance costs shall be agreed to by City and Company prior to performing the maintenance, whenever feasible. For ordinary maintenance of the Intertie, Company shall share costs equally with the City up to \$1,000 annually for its proportionate share. Sharing of ordinary maintenance costs greater than \$1,000 annually requires a written agreement by the Parties, which may be executed by staff of City and Company as allowed by the purchasing policies of each entity. A detailed invoice of maintenance costs shall be submitted to Company's contact in Section 15 "Notice" of this Agreement and Company shall promptly reimburse City for Company's share of the costs within 30 days. The City will own, operate, and maintain the connection from the City water main up to the Intertie, and Company will own, operate and maintain the connection from the Company water main up to the Intertie. The City shall store the bi-directional flow meter in a manner that allows it to be successfully installed during emergency use of the Intertie.

The Intertie will have two (2) normally closed valves, one on each side of the bridge, and each Party shall own the one on their respective side. Each party shall be responsible for maintaining and operating their respective valve.

- 5. WATER SUPPLY IS FOR LIMITED PURPOSE ONLY. Nothing herein shall be deemed to constitute a dedication of the water supply of either Party to service the territory of the other Party or to constitute a commitment to supply water to the other Party as a regular customer. The obligation to supply water under this Agreement is limited to supplemental water above and beyond that required to service the needs of the supplying Party, and only during emergency or disaster for a reasonable period of time to permit the Party being supplied to affect repairs to its own sources or to obtain water from other sources. Nothing herein shall be deemed to constitute a change in the respective service areas of Company or the City.
- 6. COMPENSATION FOR WATER USAGE. To compensate the Party supplying water herein for its costs of operation, any Party receiving water shall pay the supplying Party for all water delivered in accordance with the supplying Party's then effective regular tariff schedule or water rates. Charges are to be made only for months in which water is actually delivered and such payments to be made within thirty (30) days after receipt of a bill. The amount of water delivered shall be estimated if conditions do not permit metered measurement.

- 7. FAILURE TO SUPPLY WATER. Neither Party shall be responsible in damages for any failure to supply water or for interruption of the supply.
- 8. ACCESS TO VALVE SITES. The representatives of the Parties shall at all times have access to the Intertie for the purpose of reading meter registration and/or examining the meter and valves to ascertain whether or not they are operable and in good condition.
- 9. HOLD HARMLESS/INDEMNIFICATION. To the extent permitted by law, Company agrees to protect, defend, hold harmless and indemnify City, its City Council, and employees from and against any claim, injury, liability, loss, cost, expense or damage, including all costs and reasonable attorney's fees in providing a defense to any third party claim arising therefrom, for which City shall become liable to the extent arising from Company's negligent, reckless or wrongful acts, errors, or omissions in performing under this Agreement or a breach of this Agreement.

To the extent permitted by law, City agrees to protect, defend, hold harmless and indemnify Company and its employees from and against any claim, injury, liability, loss, cost, expense or damage, including all costs and reasonable attorney's fees in providing a defense to any third party claim arising therefrom, for which Company shall become liable to the extent arising from City's negligent, reckless or wrongful acts, errors, or omissions in performing under this Agreement or a breach of this Agreement.

10. TERMINATION. This Agreement shall continue in effect until terminated by either Party upon not less than six (6) months written notice to the other. Either Party may terminate this Agreement for convenience or cause.

Company acknowledges that the City has expended \$1,075,000 to construct Intertie improvements to allow the Company to receive water from the City as set forth in this Agreement. If Company terminates the Agreement within 10 years of the Effective Date, Company shall repay the City 10% of the City's total Intertie construction costs for each remaining year period (as may be prorated) until 10 years after the Effective Date of this Agreement. Equal and regular payments shall be made each month prior to the completion of the 10<sup>th</sup> year.

11. ASSIGNMENTS AND SUCCESSORS IN INTERST. City and Company bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. City and Company represent and warrant that they have authority to enter into this Agreement.

- 12. AMENDMENTS. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement.
- 13. INTEGRATED DOCUMENT TOTALITY OF AGREEMENT. This Agreement embodies the agreement between the City and Company and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of the City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon he City.
- 14. NO THIRD PARTY BENEFICIARY. This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.
- 15. NOTICE. Any notice which is hereby provided may be given by either Party to the other shall be delivered to the Party to whom such notice is given at the following respective addresses:

Public Works Director City of Yuba City 1201 Civic Center Boulevard Yuba City, CA 95993 Phone: (530) 822-4626 District Manager California Water Service Co. 131 D Street Marysville, CA 95901 Phone: (530) 742-6911

Either Party may change the address to which notice shall thereafter be delivered by giving notice. Notice may be sent by mail or electronic delivery. If notice is sent via email, a hard copy of the material shall also be mailed.

- 16. CROSS-CONNECTION. The Parties agree that no cross-connection control device is needed at the Intertie. It is further agreed that since the pressures in each water system are sufficiently close to allow direct meter connection, pressure reducing or regulating equipment is not needed to protect each system from variations in pressure between and within the other system.
- 17. COORDINATION OF INTERTIE SYSTEM: During the term of this Agreement, the City and the Company will meet as needed to discuss and coordinate the opening and closing of the intertie system and will jointly respond to any operational issues, including, but not necessarily limited to, low pressure and contamination.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

## "City" City of Yuba City, A Municipal Corporation

	Approved as to form:
City Manager	City Attorney
Attest:	
City Clerk	
"Comp California Water S A California ( By:	ervice Company,
Vice P General	McGhee President Counsel

Exhibit A: Location Map and Intertie Connection Plans

"Company"

INDEX OF SHEETS \*

SHEET NO.

TITLE

1 TITLE SHEET
2-4 UTILITY PLAN & PROFILE
5 UTILITY DETAILS
6-10 STRUCTURE PLANS

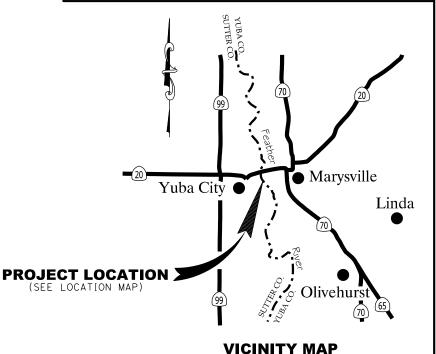
6-10 STRUCTURE PLANS

\* SHEETS HAVE BEEN FORMATED FOR 12" WATER INTERCONNECT LINE.
SEE "5TH ST BRIDGE REPLACEMENT PROJECT" PLAN SHEETS FOR INFORMATION NOT SHOWN.

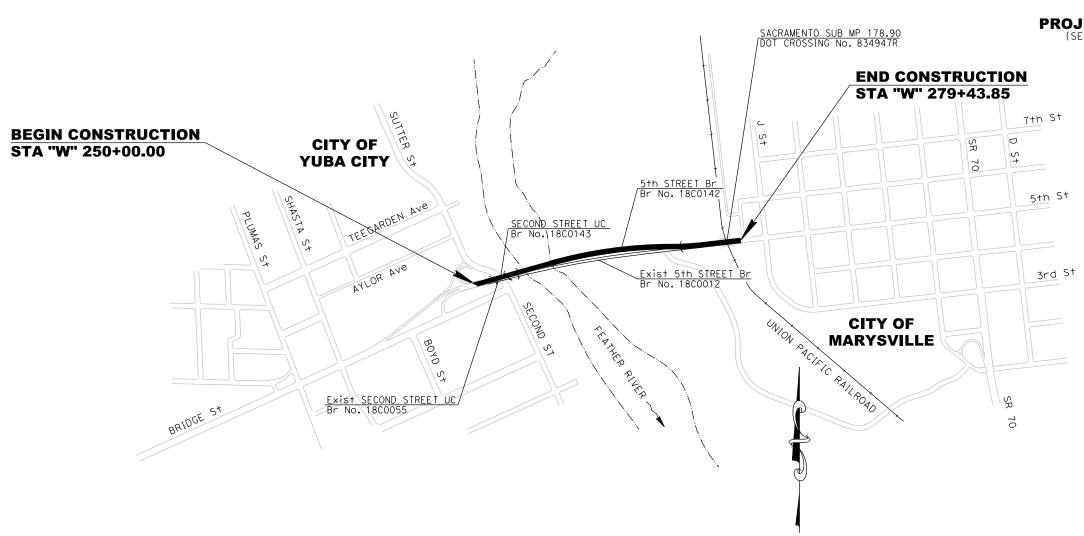
## DEPARTMENT OF PUBLIC WORKS CITY OF YUBA CITY

AGREEMENT FOR LIMITED EMERGENCY WATER SUPPLY AND MAINTENANCE OF THE INTERTIE CONNECTION

### EXHIBIT A



No Scale



### **LOCATION MAP**

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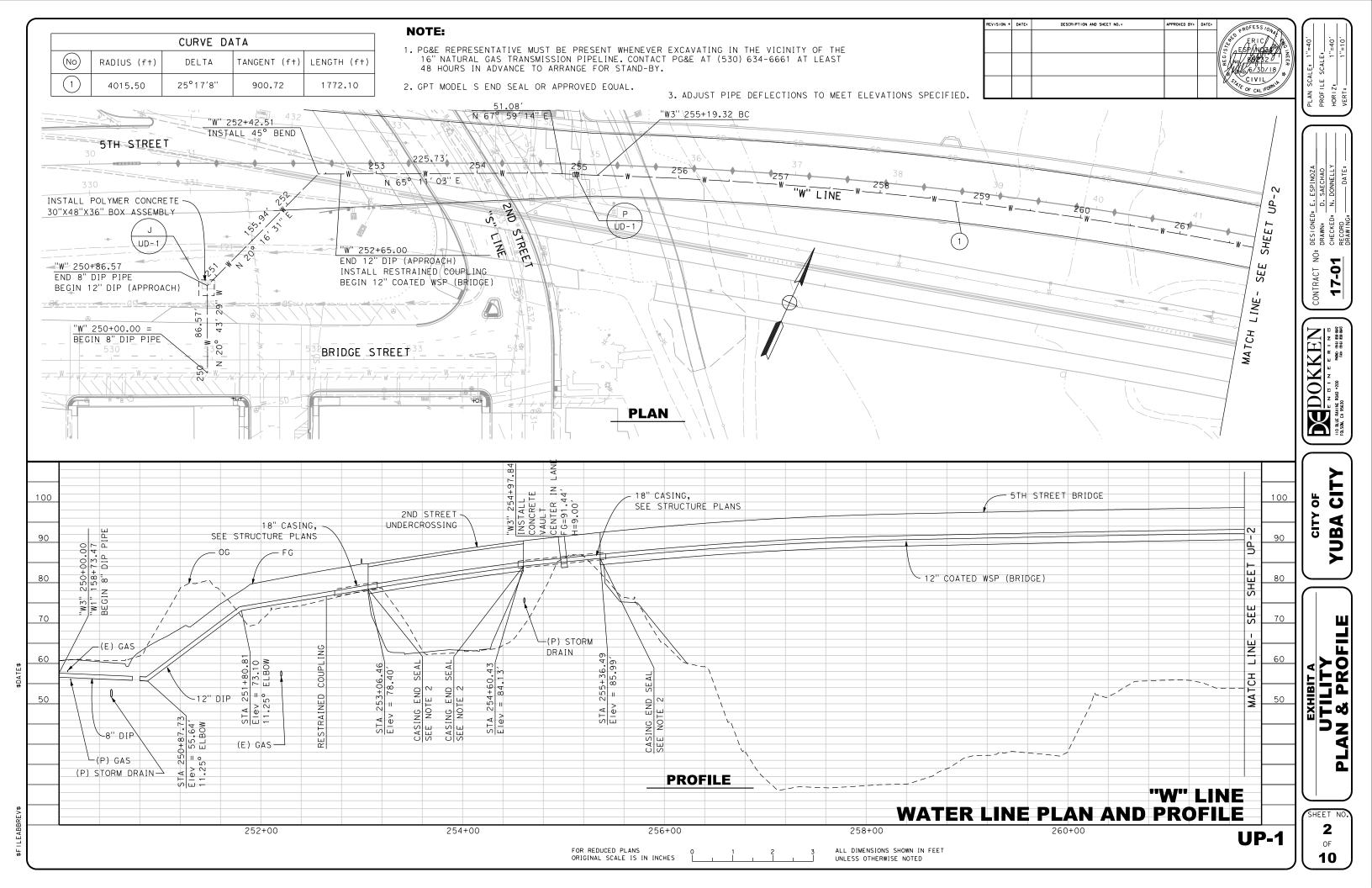
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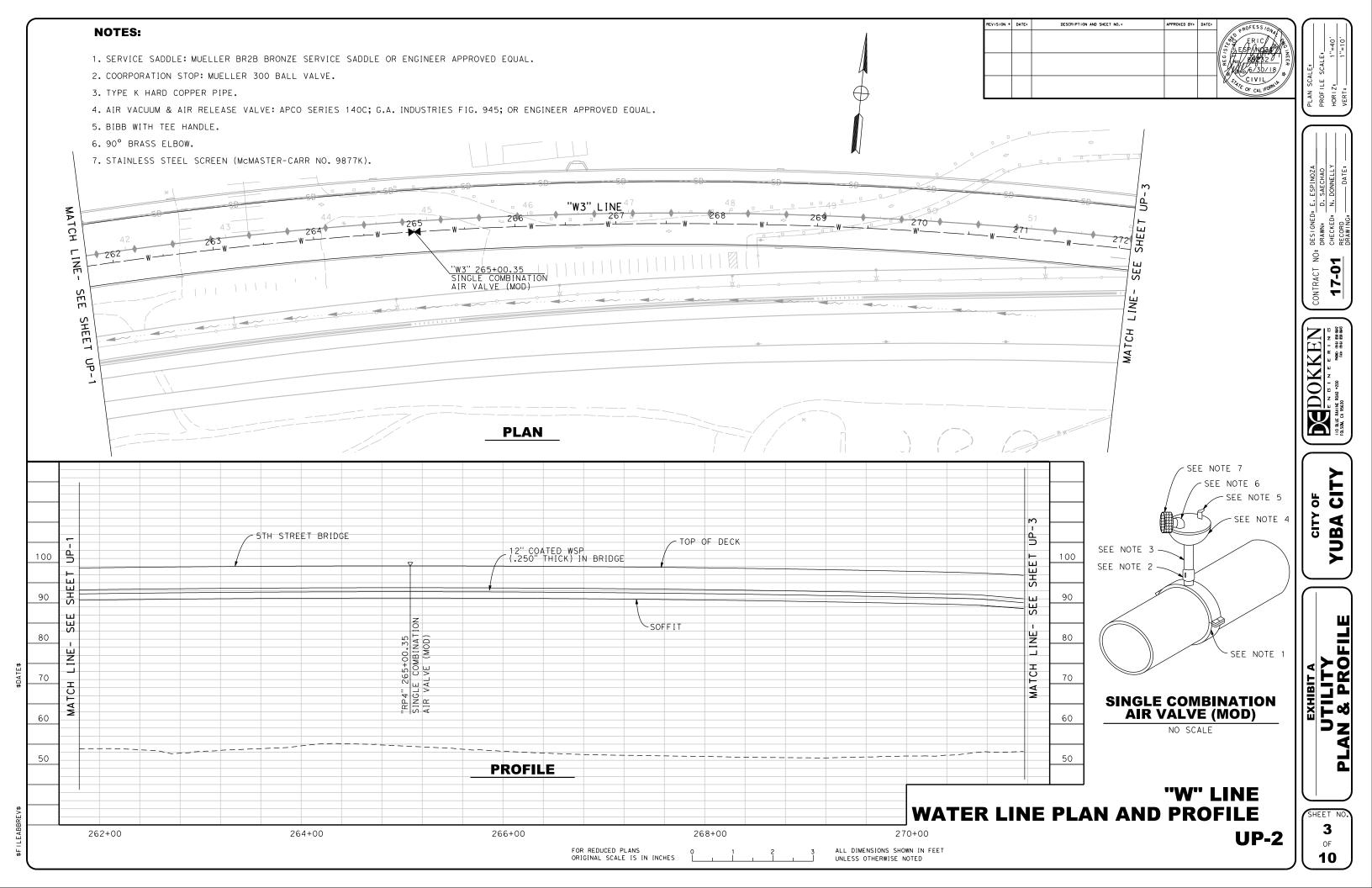
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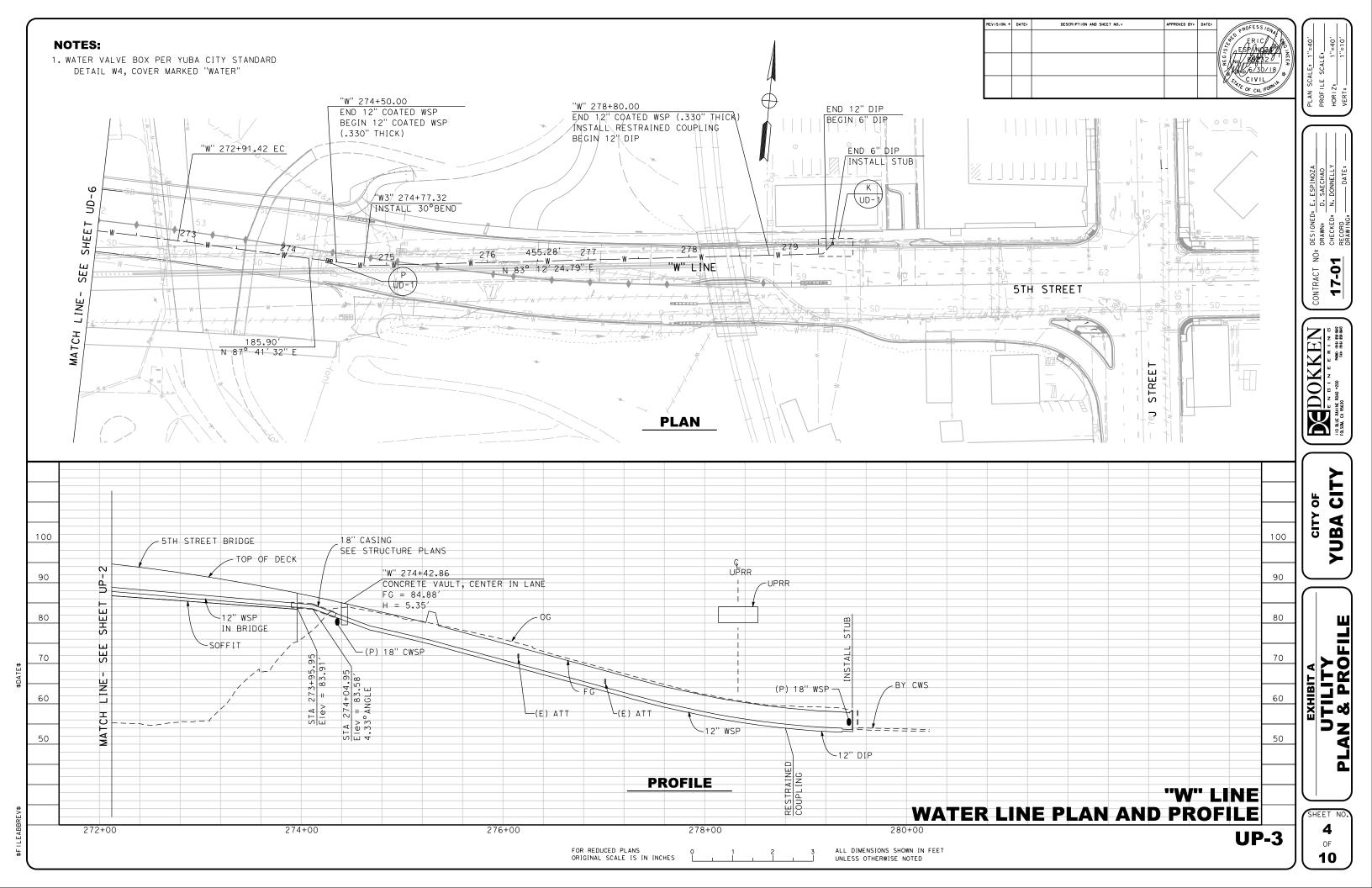
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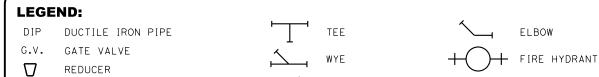
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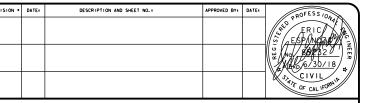
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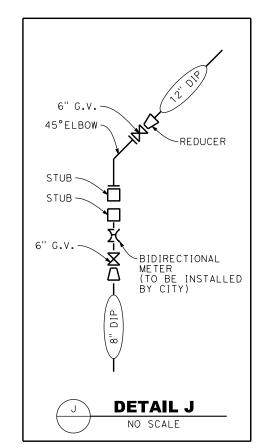
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### **NOTES:**

- 1. FOR DETAILS NOT SHOWN, SEE CITY OF YUBA CITY STANDARD PLANS.
- 2. OFFSET VAULT IN DETAIL P ON PIPE TO PLACE IN CENTER OF LANE.
- 3. VAULT BOX/LID FOR DETAIL P SHALL BE BY VAULT ACCESS SOLUTIONS OR APPROVED EQUAL AND RATED FOR HL-93 TRUCK LOADING.

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					STATE OF CALIFORNIA



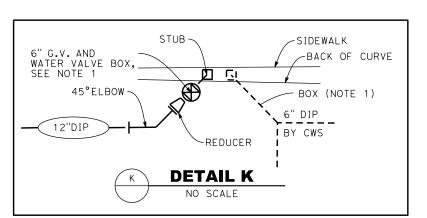


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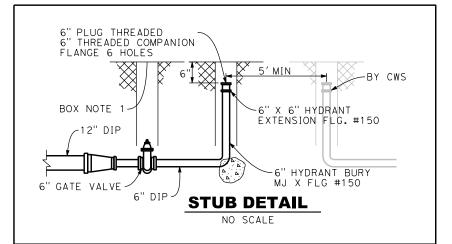
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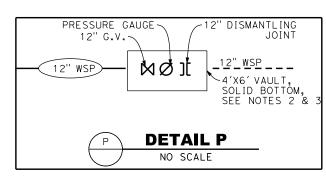
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CHECKED: N. DONNELLY

REAGNED: DATE:

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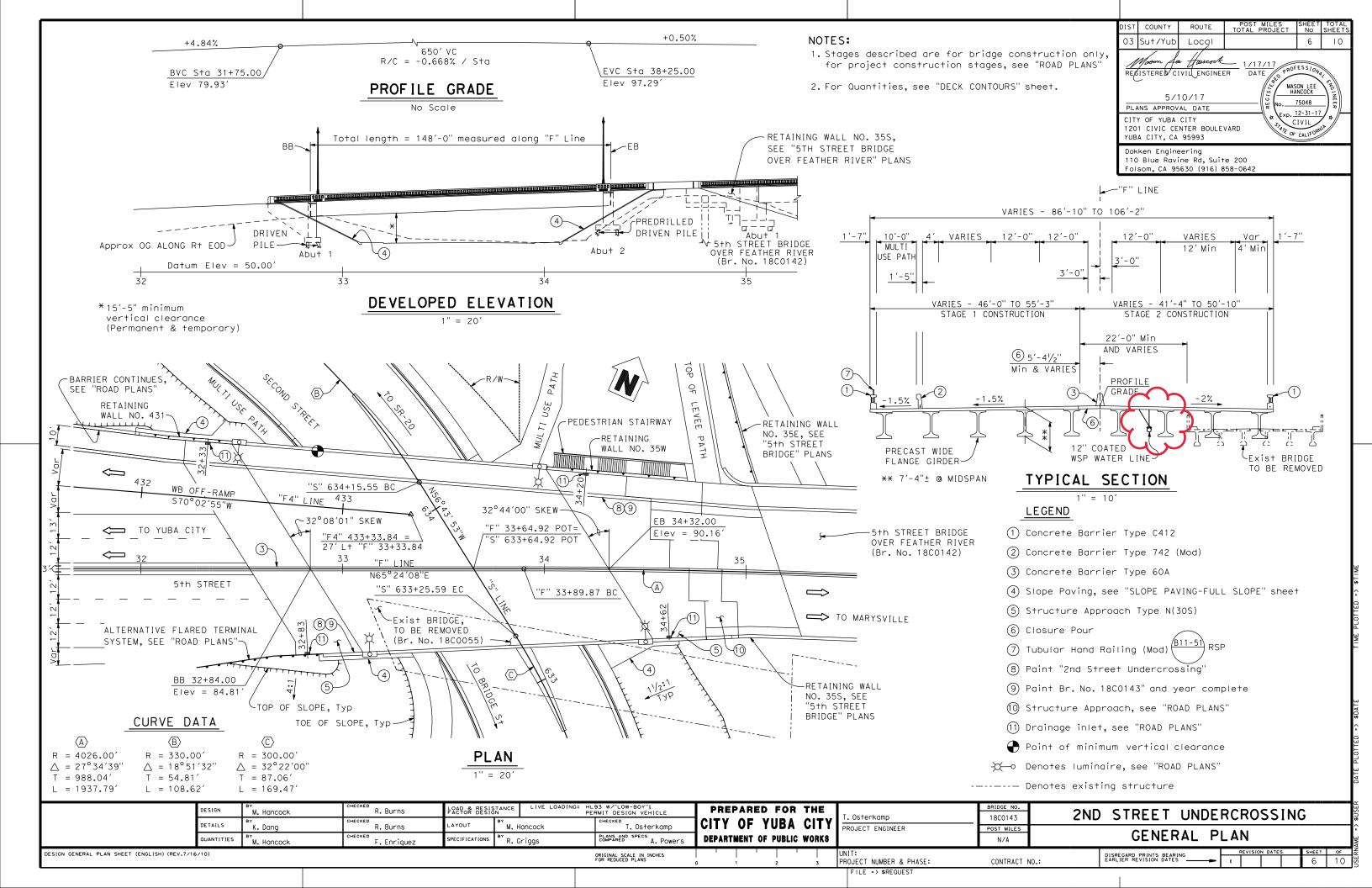
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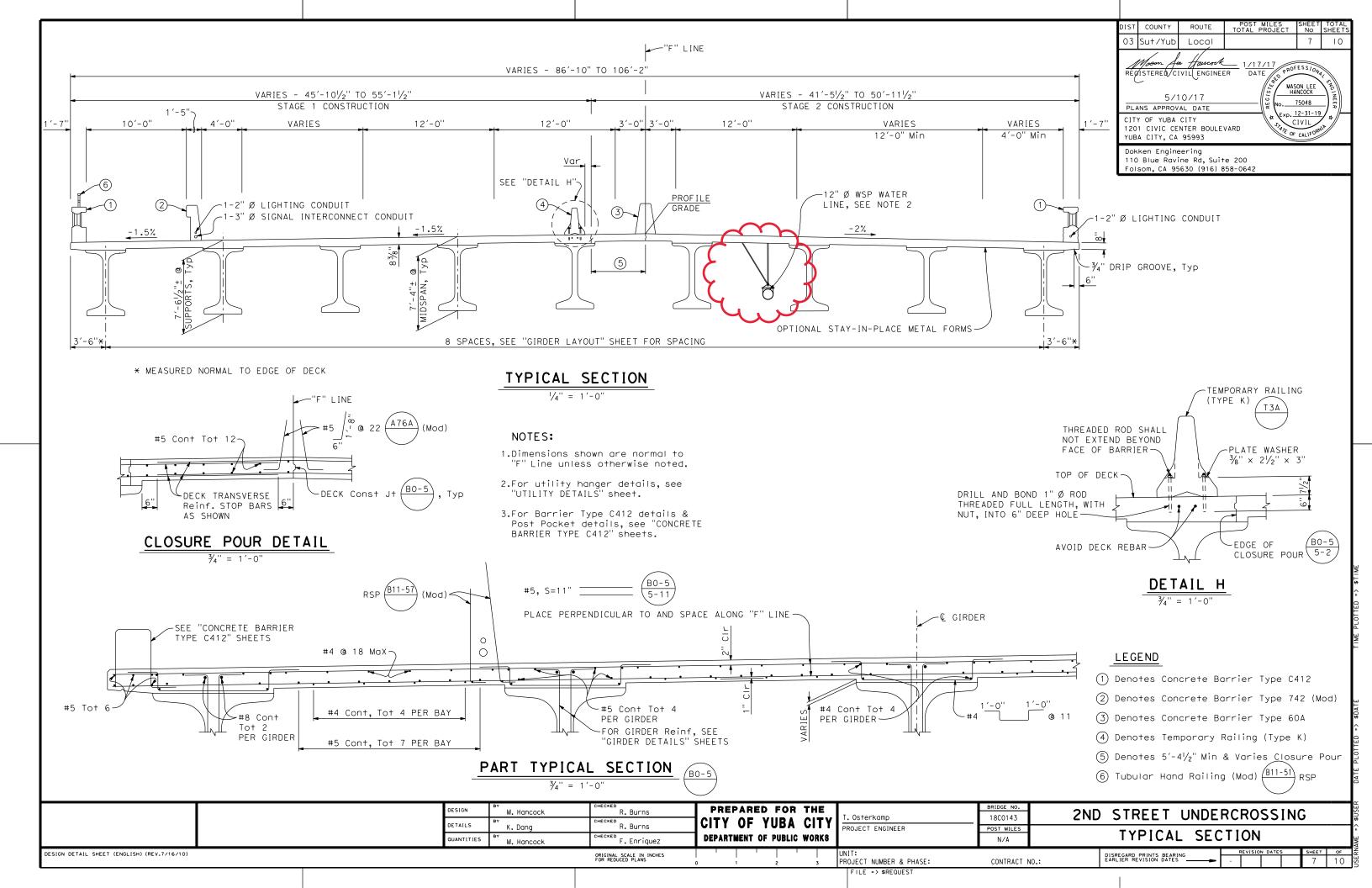
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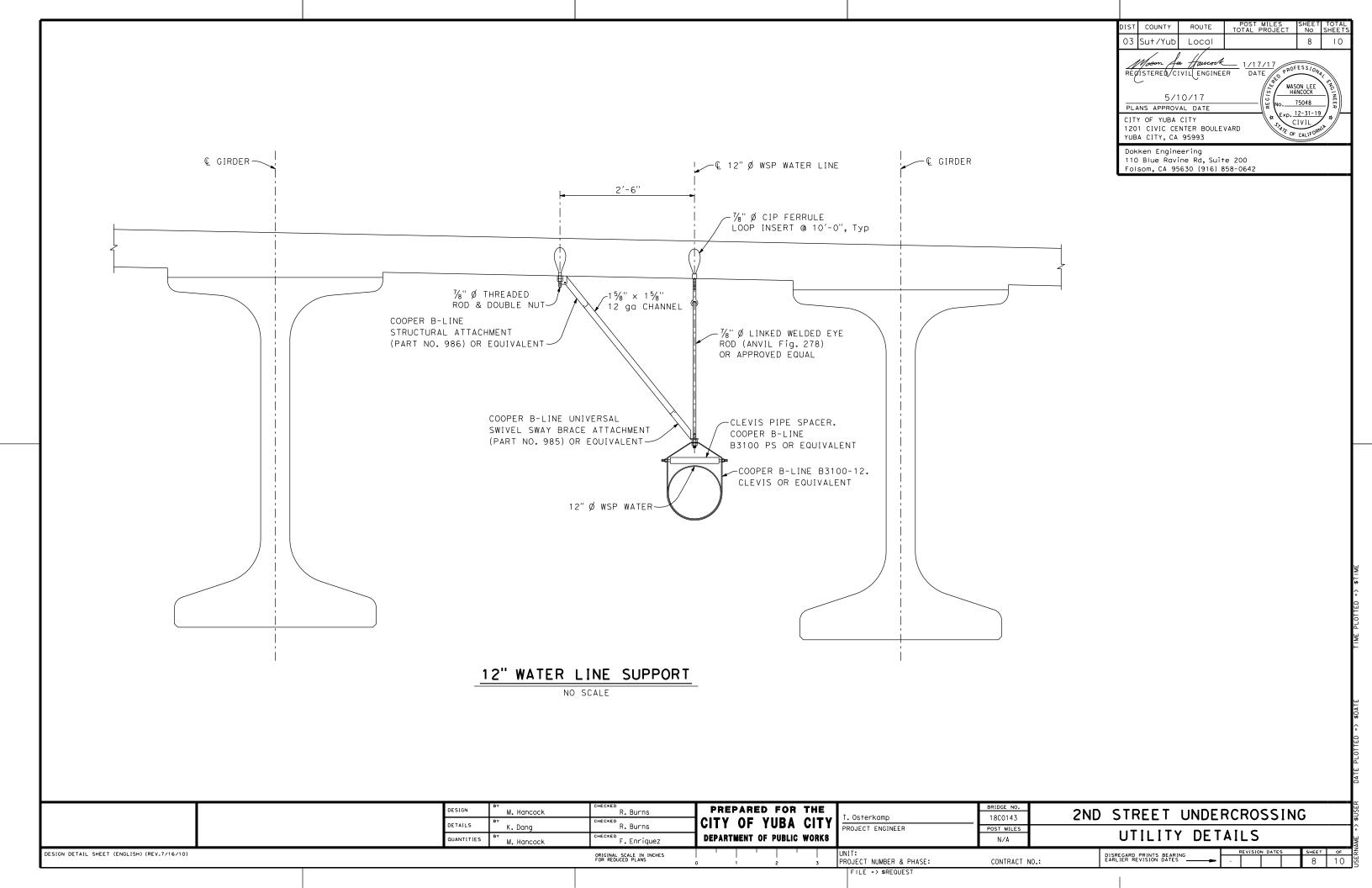
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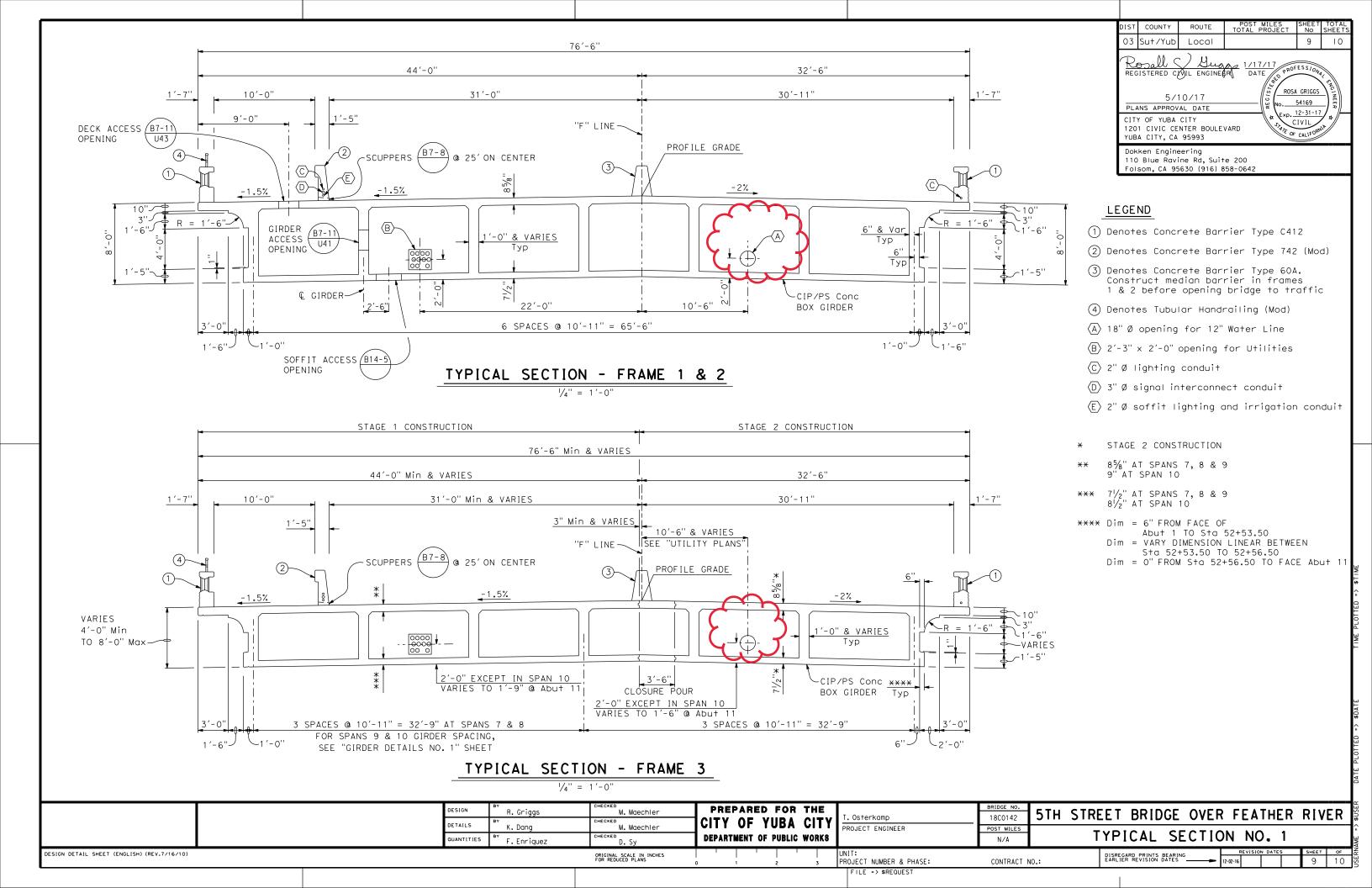
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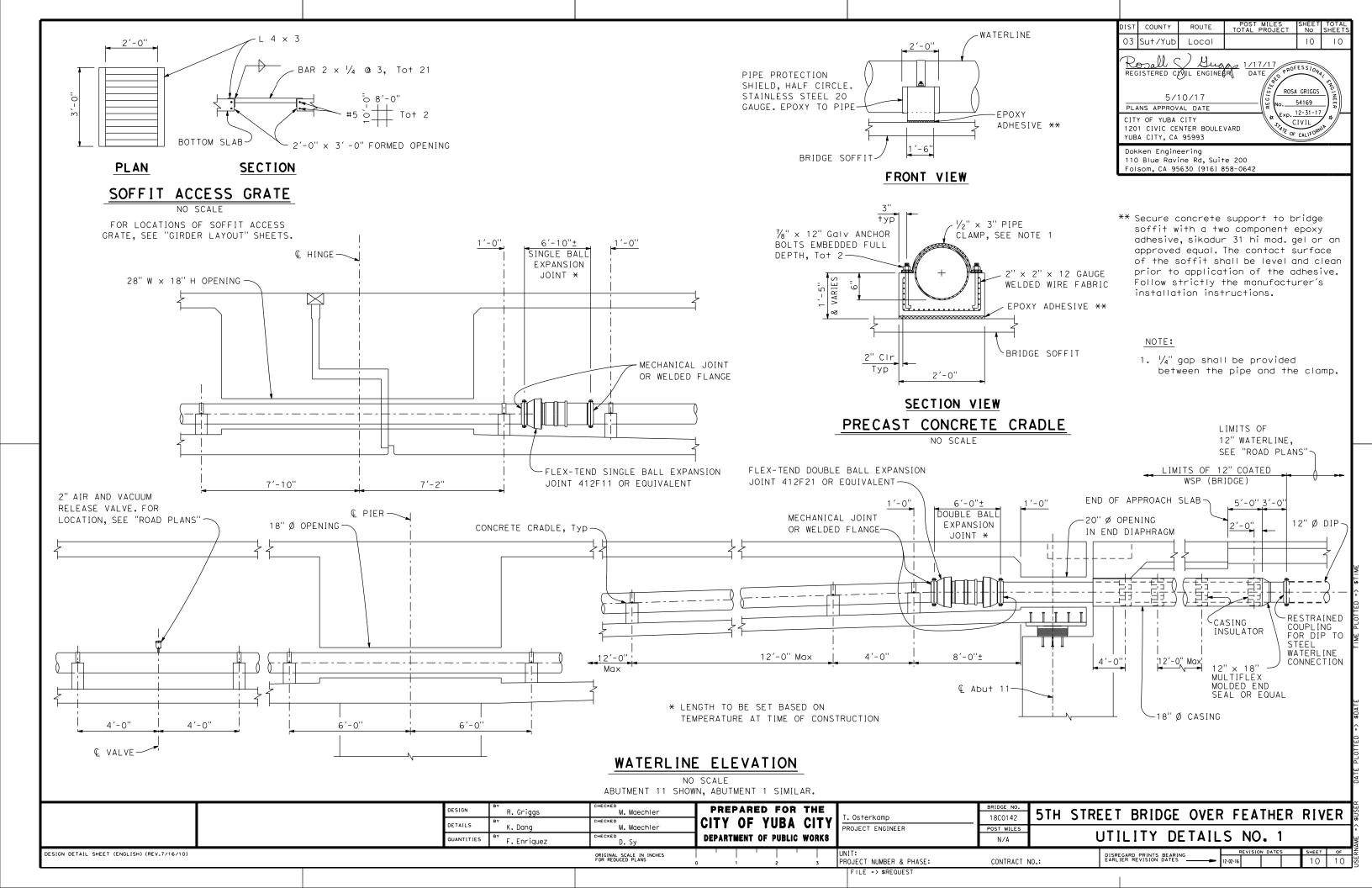
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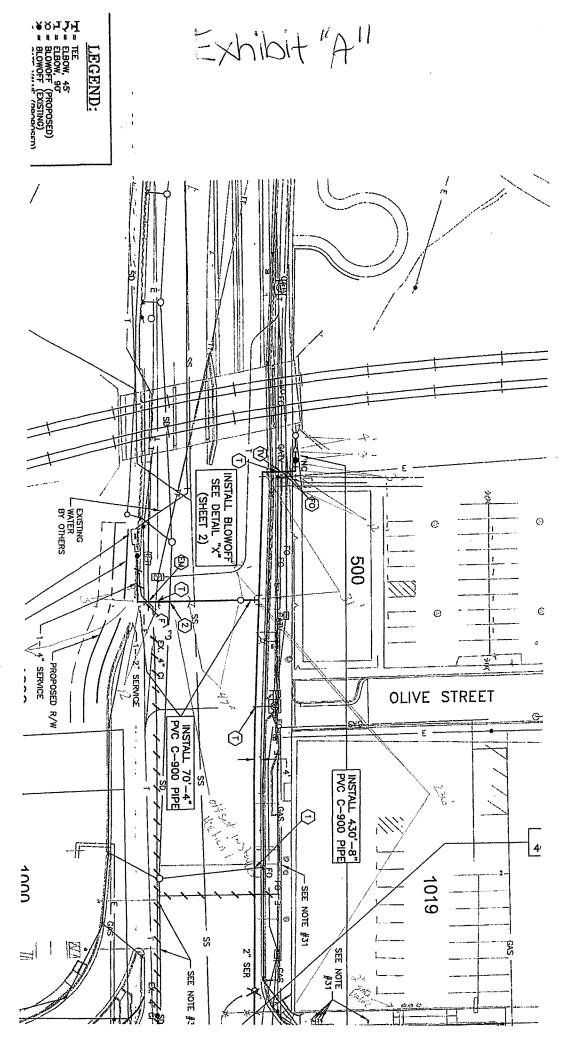


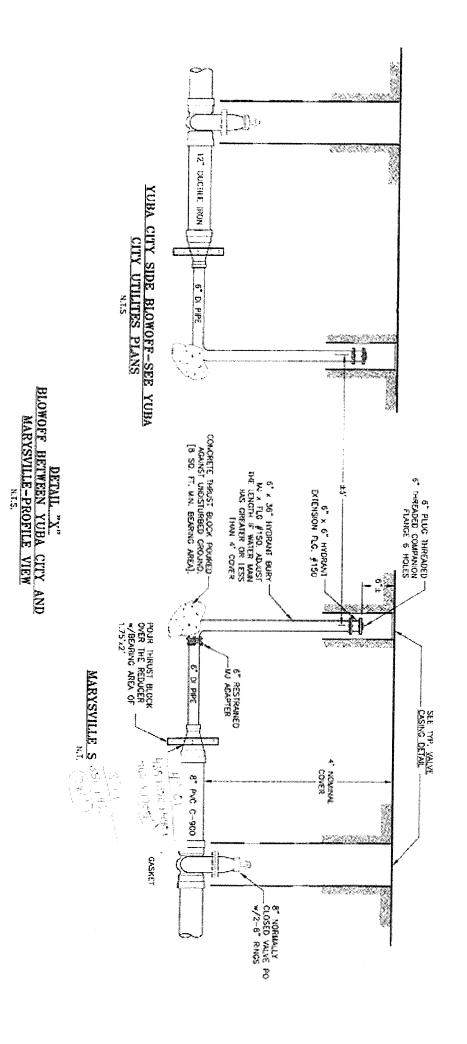


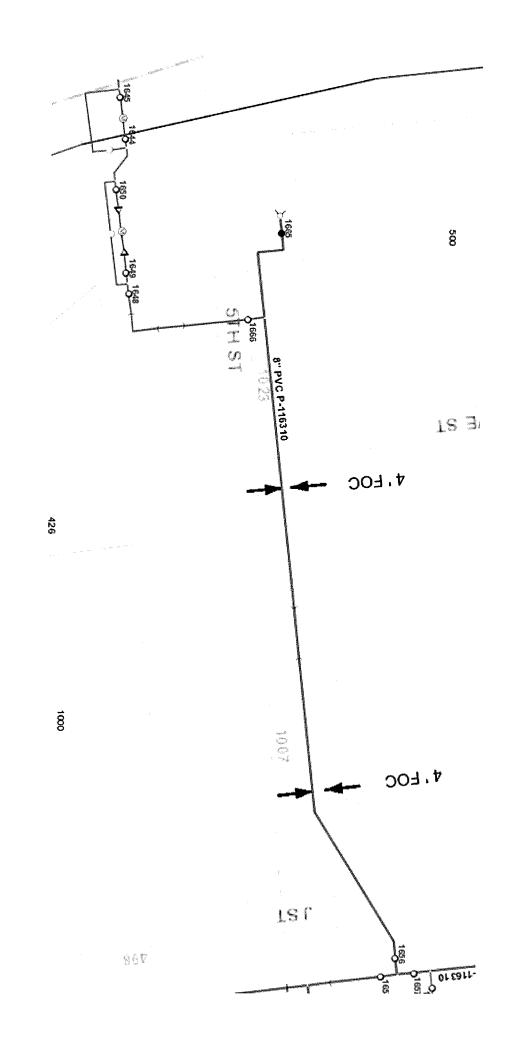














### California Water Service - Marysville District

