

AGREEMENT FOR CONSTRUCTION OF SERVICE CONNECTION WB-28A AND
MODIFICATION OF SERVICE CONNECTION WB-28
AGREEMENT NO. AO-5070

THIS AGREEMENT is made and entered into this _____ day of _____, 200___, by and between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation incorporated under the Metropolitan Water District Act of the State of California (Stats. 1969, Ch. 209 as amended) hereinafter referred to as "Metropolitan," and the WEST BASIN MUNICIPAL WATER DISTRICT, hereinafter referred to as "West Basin."

WHEREAS, pursuant to Resolution Nos. 5807 and 321, dated in or about 1960, West Basin requested and paid for construction of a permanent service connection, known as WB-28, located on Metropolitan's West Coast Feeder , located at Station 766+32.81.

WHEREAS, West Basin has requested modifications to this service connection that includes the installation of a second new meter, that will provide the ability to measure low flows in the existing service connection.

WHEREAS, the meters on the newly modified service connections will be designated as Service Connections WB-28 and WB-28A.

WHEREAS, this Agreement supersedes and replaces the terms of Resolution Nos. 5807 and 321.

In consideration of the provisions herein contained, IT IS AGREED:

1. Metropolitan will design and construct said service connections on Metropolitan's West Coast Feeder, located at Station 766+32.81, to be known as Service Connections WB-28 and WB-28A with costs to be borne by West Basin, all in accordance with Metropolitan's Administrative Code, commencing with Section 4700, Service Connections, as amended from time to time, which is incorporated herein by this reference. Unless otherwise mutually agreed upon by the General Manager of West Basin and the General Manager of Metropolitan, the

service connections will collectively provide the capacity to deliver between 2 and 140 cubic feet per second (“cfs”) of treated water by Metropolitan to West Basin for use within the service area of West Basin within Metropolitan, and in accordance with Metropolitan’s Administrative Code, commencing with Section 4400, Classification and Rates, Section 4500, Water Service Regulations and any other applicable provisions of said Code, as amended from time to time. Specifically, the connection at WB-28 will provide the capacity to deliver between 14 and 140 cfs of treated water, while the connection at WB-28A will provide the capacity to deliver between 2 and 20 cfs of treated water. Determination of which connection to use and when will be based on the volume of the requested deliveries and decided by Metropolitan at its sole discretion.

2. Any deposits required by Metropolitan for the service connections shall be provided in accordance with Metropolitan’s Administrative Code, commencing at Section 4700, as amended. In the event the service connection modifications requested herein by West Basin, are not completed for any reason by action of West Basin, West Basin agrees to pay Metropolitan for all costs, including but not limited to equipment, labor, and materials, incurred by Metropolitan, or for which Metropolitan is obligated. However, West Basin shall be entitled to a credit for salvage value of materials purchased by Metropolitan for the service connections.

3. In compliance with the California Environmental Quality Act (CEQA), West Basin, as the Lead Agency, has determined that its action under this Agreement qualifies under a Categorical Exemption (Class 1, Section 15301 of the State CEQA Guidelines). Metropolitan, as a Responsible Agency, has determined that its action under this Agreement is categorically exempt (Class 1 and 6 Sections 15301 and 15306 of the State CEQA Guidelines), in accordance with CEQA and the State CEQA Guidelines.

4. Upon completion of the service connection modifications and the installation of a flow control device or devices by West Basin in accordance with Metropolitan’s Administrative Code, commencing at Section 4800, System Interconnections - Hydraulic Transients, and commencing at Section 4700, Service Connections, and upon request in writing by West Basin for commencement of service, water shall be supplied to West Basin for use as agreed herein and

in accordance with Metropolitan's Administrative Code, commencing with Section 4400, Classification and Rates, Section 4500, Water Service Regulations and any other applicable provisions of said Administrative Code, as amended from time to time.

5. Additionally, as stated in Metropolitan's Administrative Code, Section 4503, Suspension of Deliveries, West Basin agrees that it shall have sufficient resources such as local reservoir storage, groundwater production capacity, system interconnections or alternate supply source to sustain a seven-day interruption in Metropolitan deliveries based on annual average demands. West Basin shall be responsible for and reimburse direct costs, excluding labor costs, incurred by Metropolitan in the event that a scheduled non-emergency interruption of up to seven days is postponed or cancelled at the request of West Basin as a result of insufficient local resources, and Metropolitan agrees to such cancellation or postponement.

6. The point of delivery shall be defined as Station 768+65 on the West Coast Feeder. Metropolitan shall own, operate and maintain the piping, meter, valving and other appurtenances upstream of the point of delivery. West Basin shall own, operate, and maintain all the facilities downstream of the point of delivery.

7. West Basin may install its communications equipment on or in Metropolitan's cabinet in order to get the WB-28 and WB-28A flow signals, subject to the following conditions:

- a. "Communications Equipment" as used herein includes an antenna on top of the WB-28 cabinet, a radio, radio transmitter and receiver inside the WB-28 cabinet, and interconnecting wiring necessary to install said equipment. No communications equipment is allowed on or in the WB-28A cabinet. To receive the WB-28A flow signal, West Basin shall install conduit and wiring between the WB-28A cabinet and the WB-28 communication equipment.
- b. West Basin shall provide 110-volt power receptacle, for providing the power needed for their communication equipment. Metropolitan will provide West Basin access to install said power receptacle inside the WB-28 cabinet. Metropolitan agrees not to charge West Basin for cost of the 110-volt electrical power.

- c. West Basin's equipment shall not interfere with the operation of Metropolitan's system. Should Metropolitan's operations be affected now, or in the future, West Basin shall remove it immediately upon written notification of Metropolitan's Manager of Water System Operations, solely at West Basin's expense. Although Metropolitan will attempt to cooperate to remediate the problem, Metropolitan is under no obligation to provide equal or any remediation.
- d. Any damage to Metropolitan's equipment during installation or operation of West Basin's equipment will be repaired by Metropolitan and shall be reimbursed by West Basin.
- e. West Basin shall install its equipment at its own risk and hold Metropolitan harmless should any damage to said equipment occur. Metropolitan shall be notified in advance of the installation. Metropolitan staff shall be on-site during installation.
- f. West Basin agrees to maintain, repair, and replace its own equipment, at no cost to Metropolitan.
- g. No other modifications shall be made on Service Connections WB-28 and WB-28A without prior written consent of Metropolitan.

8. Neither party shall assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the other party.

9. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

10. This Agreement represents the entire understanding of the parties. Prior oral or written understanding shall have no force or effect with respect to matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date and year first above written.

Approved as to form:

Catherine M. Stites

By: 
Deputy General Counsel

The Metropolitan Water District
of Southern California

By: _____
Jeffrey Kightlinger
General Manager

Approved as to form:

By: _____
Legal Counsel

West Basin Municipal Water District

By: _____
Richard Nagel
General Manager