

REPORT OF GENERAL MANAGER

NO. 01-150

DATE May 2, 2001

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND THE DEPARTMENT OF WATER AND POWER FOR RECLAIMED WATER SERVICE IN THE SEPULVEDA BASIN

J. Combs _____	J. Kolb _____
*A. Corrales <u>/</u>	M. Tamuri _____
J. Duggan _____	M. Matthews _____
H. Fujita _____	



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

It is recommended that the Board approve a Memorandum of Understanding (MOU) between the Department of Recreation and Parks (DRP) and the Department of Water and Power (DWP), to provide non-potable reclaimed water supplies for the Sepulveda Basin.

SUMMARY:

The Tillman Water Reclamation Plant was built in 1984 by the DWP to process and recycle waste water from the San Fernando Valley. The waste water undergoes a tertiary (three-step) treatment process which produces non-potable water capable of irrigation and other non-human consumption uses. In the Sepulveda Basin, Balboa Lake, which opened in 1991, uses this reclaimed water and supports sports fishing, boating, and other popular lakeside activities with the exception of swimming. It is the policy of the City of Los to replace potable water with reclaimed water wherever possible in order to save this precious and finite commodity. Reclaimed water is now also in use for irrigation purposes in Griffith Park.

The DWP has built additional pipeline connections from the Tillman Plant and throughout the Sepulveda Basin in preparation to add more reclaimed water for irrigation. DWP is next prepared to replace potable for reclaimed water, for irrigation purposes only, at the Woodley Lakes Golf Course in the Basin. Other Sepulveda Basin facilities are in line for this service, one at a time; however,

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there has never been a formal agreement between DRP and DWP for this type of service. DWP requests a Memorandum of Understanding be completed prior to the installation of any further reclaimed irrigation services.

DWP notes that the connection costs associated with installing this new reclaimed water service are minimal and within the current budgetary projections for water service. Furthermore, the usage cost for reclaimed water is the same rate as for potable water.

Furthermore, potable water will still be available for golf course irrigation in the Sepulveda Basin. The Department's Golf Standard requires that when golf courses are converted to a reclaimed water source, "A potable water supply will be provided for daily greens irrigation and as a backup for full course irrigation during periods of loss of reclaimed water". These potable water source systems are the responsibility of the Department's Golf Division. The installation cost source is Golf 932 CIP account.

A copy of the unsigned MOU is attached for Board review.

Prepared by Louis Loomis, Management Analyst II

AGREEMENT NO. WR00-1009

THIS AGREEMENT is entered into by and between the **DEPARTMENT OF WATER AND POWER** of the City of Los Angeles, State of California, hereinafter called "Department", and the **DEPARTMENT OF RECREATION AND PARKS**, of the City of Los Angeles, State of California, hereinafter called "Customer".

WHEREAS, Department desires to conserve potable water supplies by utilizing reclaimed water supplies where it is prudent to do so; and

WHEREAS, Customer has requested reclaimed water service for appropriate facilities within the Sepulveda Basin Recreation Area as described in Schedule D of the *Los Angeles Department of Water and Power Water Rates Ordinance No. 170435* and any successor thereto; and

WHEREAS, Customer agrees that said reclaimed water produced by the Donald C. Tillman Water Reclamation Plant (Tillman) shall be its primary source of water for landscape irrigation within the Sepulveda Basin Recreation Area; and

WHEREAS, Customer has expectation that this reclaimed water will not be restricted in times of drought; and

WHEREAS, Department will install the required off-site pipeline to distribute reclaimed water from Tillman to Customer and others.

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto, the following is understood and agreed to by and between the parties:

- 1.0 Los Angeles Department of Public Works, operator of Tillman, has agreed that all prudent and available means will be utilized to insure that delivered water meets all water standards as outlined in Title 22 of the *California Code of Regulations*, however, neither the continuous supply nor uniform quality of reclaimed water can be guaranteed at all times by the Department.
- 1.1 Customer and Department understand that there exists a possibility of reclaimed water supply interruptions. Not all sites at the Sepulveda Basin Recreation Area are currently plumbed to accommodate a backup water supply to be used in the event of a reclaimed water supply interruption; nor does this agreement require the installation of a back up water supply. If or how a back water supply is provided will be decided independently for each site that is retrofitted to utilize reclaimed water.

- 1.2 Department will deliver reclaimed water to Customer in accordance with the current *Rules Governing Water and Electric Service* in the City of Los Angeles (Department Rules). Department Rules apply to all customers or classes of customers and hence any future changes of Department Rules will be applicable to Customer as a member of said class.
- 1.3 Customer agrees to designate an On-Site Supervisor to oversee on-site construction of water facilities and the subsequent operation and maintenance of the reclaimed and potable water systems.
- 1.4 Customer agrees to acquire design approval from DWP and the Los Angeles County Department of Health Services (County DHS) on any new construction or modification of existing on-site water systems.
- 1.5 Customer agrees to a final inspection and approval of on-site water facilities by County DHS and DWP representatives before reclaimed water can be delivered to Customer's site. The inspection includes, but is not limited to, a final cross-connection test, the verification of proper installation and application of backflow assemblies, and appropriate signage, and marking of potable and reclaimed water facilities.
- 1.6 Customer agrees to utilize reclaimed water for non-potable uses such as landscape irrigation, decorative fountains, or recreational/environmental lakes.
 - 1.6.1 Notwithstanding the above, other uses of reclaimed water may be agreed upon by the parties, provided such other uses are approved by regulatory authorities, provided the written plan for such other uses is approved in advance, and provided the customer agrees to pay the then applicable rate for said additional other uses of reclaimed water.
- 1.7 Unless otherwise determined, customer shall pay for reclaimed water service pursuant to the terms of Schedule D of Water Rate Ordinance No. 170435 and any successor thereto. The commodity charge shall be the commodity charge set forth in F.3.a. of said Ordinance. Said commodity charges are subject to change and Customer agrees to pay the applicable rate.
- 1.8 Customer will be responsible for conveyance and use of the reclaimed water on the Customer side of the meter connection.

- 1.9 Customer will conform to State and County DHS regulations as described in the Department's *Customer's Guide To Irrigating With Reclaimed Water*, which is attached hereto and made a part hereof as Exhibit A of this Agreement.
- 2.0 Customer agrees to comply with terms, conditions, and requirements set forth in Exhibit A, including but not limited to design, construction, inspection and cross-connection.
- 2.1 Customer shall release and hold harmless the Department from any and all claims, demands and liabilities associated with the supply or quality of reclaimed water supplied by the Department.
- 2.2 Department's failure to enforce any provision of this Agreement shall not be construed as a general waiver or relinquishment on its part of any portion of same Agreement.
- 2.3 This Agreement shall remain in effect for a period of 25 years commencing on the date of the final approval of this document unless otherwise stipulated in writing by both Customer and Department.

IN WITNESS THEREOF, the Department and Customer have executed this Agreement on the dates set forth below.

**DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES
BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES**

Date _____

By _____
General Manager

and _____
Secretary

**DEPARTMENT OF RECREATION AND PARKS
CITY OF LOS ANGELES
BY
BOARD OF RECREATION AND PARKS COMMISSIONERS
OF THE CITY OF LOS ANGELES**

Date _____

By _____

Title _____

Department of Water and Power



the City of Los Angeles

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S. DAVID FREEMAN, *General Manager*

March 21, 2001

Mr. Kevin Regan
Valley Region Superintendent
Department of Recreation and Parks
6335 Woodley Avenue
Van Nuys, CA 91406

Dear Mr. Regan:

Per our conversation, enclosed are two copies of Agreement No. WR-00-1009 between the Los Angeles Department of Water and Power and the Los Angeles Department of Recreation and Parks for your review and approval.

Please sign and return both copies for further processing.

If you have any questions, you may call me at (213)-367-4141.

Sincerely,

VICTORIA CROSS
Water Reclamation Coordinator

Enclosure

c: Mr. Robert Fawcett, DRP
Mr. Steve Ott, DWP

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