



# Agenda Item

## City Council

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**Item #:** 3.5.

10/13/2021

**File #:** 21-0529

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**TO:** Honorable Mayor and Members of the City Council

**THRU:** Bonnie Hagan, Acting City Manager

**FROM:** Christopher Cash, Public Works Director

### 1. SUBJECT

Third Amendment to the Water Supply and Service Agreement with Irvine Ranch Water District.

### 2. SUMMARY

The City of Orange and Irvine Ranch Water District are installing Ion Exchange (IX) treatment systems at their respective wells as part of the regional effort to remove and prevent Per-and polyfluoroalkyl substances (PFAS) contamination to the groundwater basin. The treatment systems require continuous operation to reduce the possibility of resin fouling and maximizing PFAS clean-up effort. This third amendment to the Water Supply and Service Agreement facilitates collaboration between the City of Orange and Irvine Ranch Water District in groundwater pumping operation.

### 3. RECOMMENDED ACTION

Approve Third Amendment to the Water Supply and Service Agreement with Irvine Ranch Water District; and authorize the Mayor and City Clerk to execute on behalf of the City.

### 4. FISCAL IMPACT

None.

### 5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

### 6. DISCUSSION AND BACKGROUND

The City of Orange and Irvine Ranch Water District (IRWD) entered into a Water Supply and Service Agreement, dated November 5, 1984 to establish a joint water supply agreement for areas within the City's Sphere of Influence (SOI). The agreement was superseded in its entirety in November 1994 through a First Amended Agreement, which modified the joint water supply agreement and incorporated new language relating to sewer and non-potable water service. The First Amended Agreement was amended and superseded in its entirety in August 2006 by a Second Amended Agreement, which included a restriction that any groundwater production wells operated by IRWD

within the SOI shall only serve water to customers within the SOI.

IRWD owns and operates Well OPA-1 (OPA-1) in the City of Orange, which is capable of producing up to 3,200 acre-feet per year (AFY). The current water demand from customers within the SOI is approximately 900 AFY; as such, OPA-1 does not operate at its full capacity. There were also concerns that if OPA-1 were allowed to operate at full capacity, it would negatively impact the pumping capacity of Orange Wells 23 and 24.

The City owns and operates Wells 23 and 24 within half-mile radius from OPA-1. IRWD has expressed their desire to produce groundwater from OPA-1 continuously, to maximize PFAS clean-up efforts. Based on prior concerns that OPA-1 would impact Wells 23 and 24, a hydraulic model was prepared by Orange County Water District to determine if these concerns were valid. The model determined that increased pumping from OPA-1 will have less-than-significant impact on the City's wells.

To facilitate the mutual interests of treating groundwater to remove PFAS contamination from the basin, IRWD requests the City's consent and authorization to serve additional water produced from OPA-1 to customers outside of the SOI. The Third Amended Agreement include provisions to ensure that pumping of the wells and PFAS treatment can occur uninterrupted for both agencies. IRWD will pay to make certain feasible improvements to the City's Well No. 23 to enable continuous operation of the well during low groundwater level periods. If the improvements at the City's Well No. 23 are not feasible, then pumping from IRWD's OPA Well-1 and the City's Well No. 23 will be reduced incrementally at the same rate. In return, the City agrees to allow IRWD's additional pumping from OPA-1 to be used to serve water customers outside the SOI and inside IRWD's service area.

## **7. ATTACHMENTS**

- Third Amendment to Water Supply and Service Agreement
- Vicinity Map