

11.B. ATTACHMENT B.i. - 1956 Agreement

Office of the COUNTY COUNSEL

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HALL OF RECORDS

SAN JOSE 13, CALIFORNIA

TELEPHONE CYPRESS 5-1050

October 26, 1956

The Honorable Board of Supervisors  
County of Santa Clara  
Civic Center Building  
North First and Rosa Streets  
San Jose, California

Gentlemen:

The enclosed is a proposed agreement between Purissima Hills Water District and the Los Altos Fire Protection District which provides that the Fire District shall have the right to install fire hydrants on the Water District's water mains and to use the District's water for fire protection purposes. The Fire District is to pay the sum of \$1.00 per month for each hydrant installed.

The agreement has been signed by the Water District, and the Fire District Commissioners have by resolution recommended the execution of the agreement by the Board of Supervisors of the County of Santa Clara. This agreement has also been approved as to form by the Office of the County Counsel.

If this agreement is acceptable, we would appreciate your executing the same in the place provided on all of the copies attached hereto. We would also appreciate your returning the copies to this office.

Very truly yours,

*John R. Kennedy*  
JOHN R. KENNEDY

Deputy County Counsel

JRK:mob  
encl.

*L. & S.  
C.*



AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of October, 1956, by and between Purissima Hills County Water District, a County Water District duly organized and operating under the laws of the State of California (hereinafter called "Water District"), and Los Altos Fire Protection District, a Fire District duly organized and operating under the laws of the State of California (hereinafter called "Fire District"),

W I T N E S S E T H:

WHEREAS, Water District is presently engaged in the installation of a water distribution system, and will thereafter furnish water to consumers within its boundaries; and

WHEREAS, Fire District is charged by law with furnishing fire protection to certain of the territory lying both within its boundaries and the boundaries of Water District; and

WHEREAS, it appears to be in the best public interest that Fire District install hydrants within the Water District in order to make water from Water District's mains available for fire protection. #1

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to the provisions of this Agreement, Fire District shall have the right to attach fire hydrants to Water District's water mains, and to withdraw water therefrom, for the sole purpose of fighting fires and providing fire protection, and for any purpose incidental thereto as set forth herein. For the purposes hereof the term "hydrant" shall include all connections, valves, pipes, and fittings appurtenant thereto.

2. Fire District shall install, at such locations as are mutually agreeable to both Districts, such number of



hydrants as to it seem advisable. All hydrants shall be provided by Fire District and shall be installed by it at its own expense. Such hydrants shall remain the property of the Fire District. Installation of hydrants shall follow accepted water works procedures in all instances; specifications shall be presented to Water District's engineers for approval reasonably in advance of installation. Any necessary relocation of hydrants shall be performed by Fire District at its own expense. Any road repair, or repaving, necessitated by the installation, repair, or relocation of a hydrant shall be performed by Fire District at its own expense and to the specifications of the governmental agency having control of the road in question.

3. Fire District shall be responsible for the maintenance and repair of all hydrants. Fire District shall flush all hydrants and check operation of valves at such regular intervals as are consistent with good water works and fire protection practices. Fire District shall report the existence of any improper operation of any hydrant to Water District, and shall, as soon as possible thereafter, make such repairs or replacement as are necessary to restore proper operation of said hydrant. Water District shall again be notified when such repair or replacement is completed.

4. Fire District shall pay to Water District as consideration for the right to install such hydrants, and to withdraw water from Water District's mains, a sum equal to One Dollar (\$1.) per month for each hydrant installed. For the purpose of computing the amount due hereunder, a fractional part of a month shall count as a month. Billings and payments of amounts due hereunder shall be on a quarterly basis.

5. No limitation is imposed hereunder by Water District on the amount of water to be used in the fighting of fires or the providing of fire protection; provided, however, that



Water District neither makes, nor gives any representation or warranty as to the volume of water available in its system, or as to the pressures available in its system.

6. Damage to hydrants from any source, other than the act of Water District's agents or employees performed in the course of their respective agency or employment, shall be repaired by Fire District at its own expense. Fire District shall not allow a defective or damaged hydrant to remain in service. In the event of damage to a hydrant under such circumstances that, in the judgment of Water District, immediate repairs are necessary in order to prevent damage to its property, or to the property of others, or excessive loss of water, Water District may, without prior notice to Fire District, make such repairs as are necessary. Fire District will compensate Water District for the cost to the latter of such repairs. Water District may at any time, without prior notice to Fire District, shut the valve between its main and any hydrant where necessary to prevent loss of water. Water District shall immediately notify Fire District when such a shut-off is made.

7. Fire District shall be responsible to Water District for any damage to the latter's system or facilities arising out of, or resulting from, the use of any hydrant by Fire District, whether or not said damage is the consequence of the negligence of Fire District, its agents or employees. Water District may repair such damage and will be compensated by Fire District for the cost to Water District of such repairs.

8. Water District shall not be liable for, and Fire District shall indemnify and hold Water District harmless against, any and all claims, demands, or liabilities for any loss or damage to property, or death or injury to persons, caused by or arising out of, in whole or in part, the installation, operation, maintenance, testing, replacement, or



removal of hydrants, excepting herefrom loss or damage caused by or arising out of the fault or neglect of Water District.

9. Fire District shall notify Water District not less than twenty-four (24) hours in advance of the testing of any of its hydrants. All tests made shall be performed in accordance with good water works practices.

10. In the event that any other public agency shall assume, in place of Fire District, fire protection service to a part or all of the territory served by Water District, this Agreement shall be binding on such successor agency.

11. Each District shall provide the other with a mailing address and telephone number at which any notice called for herein shall be given.

12. This Agreement shall be effective as of the 29th day of October, 1956, and shall continue in effect from year to year thereafter until terminated by either District after ninety (90) days written notice given the other. 180

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PURISSIMA HILLS COUNTY  
WATER DISTRICT

By William E. Neal  
President of the  
Board of Directors

By John A. ...  
Secretary of the  
Board of Directors

ATTEST: RICHARD OLSON  
Clerk of said Board of  
Supervisors

By John A. ...

Approved for Form:  
SPENCER M. WILLIAMS  
County Counsel

By John A. ...

COUNTY OF SANTA CLARA, STATE OF  
CALIFORNIA, ON BEHALF OF  
LOS ALTOS FIRE PROTECTION DISTRICT

By Amelia ...  
Chairman of the  
Board of Supervisors of the  
County of Santa Clara.