

11.B. ATTACHMENT B.i.i. - 1980 Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August, 1980, 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 provides water services to all customers within its service area and improves and maintains a water distribution system therein; and

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

WHEREAS, Fire District desires that Water District provide water from its distribution system to Fire District for fire protection services furnished by Fire District within the service area of Water District; and

WHEREAS, there presently exist approximately three hundred fifty (350) fire hydrant facilities connected to the water distribution system of Water District, which facilities are owned and maintained by Fire District; and

WHEREAS, Fire District and Water District have agreed upon and desire formally to specify their respective rights and obligations in connection with the provision of those water-related services that are necessary for fire protection purposes.

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 seems 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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

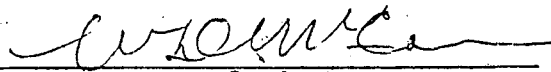
11. This Agreement shall be effective as of the 12th day of August, 1980, and shall continue in effect from year to year thereafter until terminated by either District after one hundred eighty (180) days written notice given to the other.

IN WITNESS WHEREOF, the parties hereto have executed this


Agreement the day and year first above written.

PURISSIMA HILLS COUNTY WATER
DISTRICT

By _____
President of the
Board of Directors

By 
Secretary of the
Board of Directors

APPROVED AS TO FORM:

By 
JOAN L. CASSMAN
Attorney for Purissima Hills
County Water District

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

By _____
Chairman of the Board of
Supervisors of the County of
Santa Clara

ATTEST: RICHARD OLSON
Clerk of said Board of
Supervisors

By _____

APPROVED FOR FORM:
SPENCER M. WILLIAMS
County Counsel

By _____