

APPENDIX C

AGREEMENT FOR LIMITED EMERGENCY WATER SUPPLY

THIS AGREEMENT, made and entered into as of the 1st day of JULY, 1980, by and between the CITY OF SANTA CLARA, hereinafter referred to as "SANTA CLARA", and the CITY OF SUNNYVALE, hereinafter referred to as "SUNNYVALE",

W I T N E S S E T H:

A. WHEREAS, the parties hereto are contiguous public entities situated in the County of Santa Clara and each supplies water to its citizens; and

B. WHEREAS, each party has its own water supply and under usual and ordinary operating conditions neither party would have occasion to purchase water from the other party; and

C. WHEREAS, in anticipation of possible emergency or disaster situations, the parties believe it is prudent to have interconnections of the respective water systems so that water can be supplied by either party to the other party upon a limited and/or emergency basis.

NOW, THEREFORE, for and in consideration of the premises and of the provisions herein contained, it is agreed as follows:

1. Unmetered Locations

The water systems of Sunnyvale and Santa Clara are connected at (a) Lochinvar and Lawrence Expressway, (b) Kifer Road and Copper and (c) Kifer and San Ysidro. These connections are unmetered and are normally closed to prevent the interchanging of water between systems.

In the event either party requires supplemental water for a limited period because of a disaster or emergency, such party shall have the right to obtain water from the other party by giving one hours' notice. Said access to water shall be only to the extent the supplying party is able to provide such water in view of its circumstances and demands at that time.

2. Metered Locations

The water systems of Santa Clara and Sunnyvale will also be connected at sites with automatically controlled valves which will be metered. These sites are at (a) Uranium and Mead and (b) Kifer Road approximately 2,000 feet westerly of Lawrence Expressway.

In the event either party requires supplemental water for a limited period of time due to an emergency or disaster, such party shall have the right to obtain water from the other party. The interconnections shall operate automatically and shall function in such a manner that the supplying party is capable of providing such water as surplus water above and beyond that required to service its needs.

It is in the public interest to construct such automatic connections. Said connections shall be designed and constructed by the City of Santa Clara, except that Sunnyvale shall perform the tap into the existing Sunnyvale water system. The design shall be subject to approval by the City of Sunnyvale. The estimated cost for these connections is \$30,000 and shall be shared equally by Santa Clara and Sunnyvale. Upon approval of this agreement, Sunnyvale shall pay Santa Clara \$15,000. Upon completion of the connections, Santa Clara will determine the actual cost and bill or refund Sunnyvale as appropriate. Future maintenance of the equipment shall be performed by Santa Clara and both parties shall share the actual costs equally.

3. Water Supply is For a Limited Purpose Only

Nothing herein shall be deemed to constitute a dedication of the water supply of either party to service the territory of the other party or to constitute a commitment to supply water to the other party as a regular customer. The obligation to supply water hereinunder is limited to surplus water above and beyond that required to service the needs of the supplying party and only for a reasonable period of time to permit the party being supplied to effect repairs to its own sources or obtain water from other sources.

4. Compensation for Water Use

To compensate the party supplying water hereunder for its costs of operation, any party receiving water shall pay the supplying party for all water delivered in accordance with the supplying party's then effective regular tariff schedule. Charges are to be made only for months in which water is actually delivered and such payments to be made within ten (10) days after receipt of a bill. The amount of water delivered shall be estimated if conditions do not permit metered measurement.

5. No Liability for Damage

Neither party shall be responsible in damages for any failure to supply water or for interruption of the supply. Santa Clara further agrees to save and keep harmless Sunnyvale from all damage to real and personal property occasioned during the construction of the automatic connections referred to in Section 2.

6. Access to Valve Sites

The representatives of the parties shall at all times have access to the interconnection valves and meters for the purpose of reading and meter registration and/or examining the meters and valves to ascertain whether or not they are in good condition.

7. Termination

This agreement shall continue in effect until terminated by either party upon not less than ninety (90) days' written notice to the other.

8. Notice

Any notice which it is herein provided may or shall be given by either party to the other shall be delivered to the party to whom such notice is given at the following respective addresses:

Director of Water & Sewer Utilities
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

Director of Public Works
City of Sunnyvale
P.O. Box 60607
Sunnyvale, California 94088

'Either party by notice given as hereinbefore provided may change the address to which notice shall thereafter be delivered.

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

APPROVED AS TO FORM:

Michael W. Downey

City Attorney

ATTEST:

[Signature]

City Clerk

CITY OF SANTA CLARA

By: *[Signature]*

Mayor Pro Tempore

By: *[Signature]*

City Manager

APPROVED AS TO FORM:

[Signature]

City Attorney

ATTEST:

[Signature]

City Clerk

CITY OF SUNNYVALE

By: *[Signature]*

Mayor

By: *[Signature]*

City Manager