

APPENDIX C

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UNIFORM FIRE HYDRANT SERVICE AGREEMENT

A G R E E M E N T

THIS AGREEMENT, was entered into on _____
198__, between the _____

_____ a municipal corporation, referred to as "Fire Agency"
and _____ a California public water

-8-

(END OF APPENDIX C)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 240

DEC. NO. 82-04-089

ISSUED BY

L. D. Foy

NAME

Vice President - Operations

TITLE

(TO BE INSERTED BY C.P.U.C.)

DATE FILED MAY 21 1982

EFFECTIVE MAY 26 1982

RESOLUTION NO.

UNIFORM FIRE HYDRANT SERVICE AGREEMENTA G R E E M E N T

THIS AGREEMENT, was entered into on _____
 198__, between the _____

_____ a municipal corporation, referred to as "Fire Agency"
 and _____ a California public water
 utility corporation, referred to as "Water Purveyor".

DEFINITIONS

A. "Fire Agency" means the fire department of the city, county, or city and county of the State of California, or of the fire protection district or other political subdivision of the State of California which engages in fire suppression and prevention.

B. "Water Purveyor" means the public utility water corporation indicated above which is subject to the jurisdiction of the Public Utilities Commission of the State of California.

RECITALS

A. Fire Agency desires to secure an adequate level of fire hydrant service and additional fire hydrant service, from time to time, in that portion of Fire Agency's jurisdiction which is within Water Purveyor's service area.

B. Water Purveyor is willing to furnish existing fire hydrant service and additional fire hydrant service to Fire Agency to the extent of its ability.

THEREFORE, the parties agree as follows:

1. Water Purveyor shall furnish to Fire Agency fire hydrant service in Water Purveyor's _____ service area as shown on attached Exhibit "A", in accordance with the terms and conditions of this agreement.

2. Service under this agreement is for public fire hydrants connected directly to Water Purveyor's mains located in named roadways or in areas to which the public generally has access. It is specifically agreed that private fire protection service is not included.

3. There shall be no charge for supplying fire hydrant water service or facilities under this agreement.

Water supplied at no charge by Water Purveyor for fire hydrants covered by this agreement is to be used by Fire Agency only for fire suppression and training and for no other purpose. For water delivered through fire hydrants for any other purpose, charges will be made at the quantity rate under Water Purveyor's Schedule for General Metered Service.

4. Water Purveyor will supply only such water at such pressure as may be available from time to time as a result of its normal operation of the system.

5. Water Purveyor shall allow additional public fire hydrants to be installed on existing or new mains at the cost of Fire Agency, except as set forth, and at locations to be designated in writing by Fire Agency.

APPENDIX C

The installation of additional fire hydrants shall be mutually agreed upon but shall be done only upon written approval from Fire Agency, designating the number, type, and location of such additional fire hydrants. No extensions to the water mains of Water Purveyor will be required of Water Purveyor for the purpose of serving fire hydrants in addition to those fire hydrants now installed unless such main extension is paid for by developers or parties other than Water Purveyor.

Installation of hydrants to serve land divisions, land developments, or special land uses is the responsibility of the developer at no cost to either Fire Agency or Water Purveyor.

6. Water Purveyor shall notify Fire Agency of any reconstruction, replacement, or relocation by Water Purveyor of its system which may require the relocation, replacement, reconstruction, or reconnection of any existing hydrant. If any such relocation, reconstruction, replacement, or reconnection of any existing hydrant is required, Water Purveyor shall install at its cost fire hydrants approved by Fire Agency at the locations designated by Fire Agency during such relocation, reconstruction, or replacement, including such additional fire hydrants at Water Purveyor's cost as may be mutually agreed upon by Water Purveyor and Fire Agency.

In the event that the actions of a public agency other than Water Purveyor or Fire Agency require the relocation of any existing fire hydrant, Water Purveyor shall relocate that fire hydrant, or a fire hydrant of the same type and kind at no cost to the Fire Agency.

7. Fire Agency shall be responsible for the cost of only those hydrant installations and upgrades which have been designated in writing by Fire Agency. Fire Agency may elect to contract with Water Purveyor for providing the work, materials, and supervision required in connection with any installations and upgrades designated in the preceding sentence.

8. All public fire hydrant installations installed on the water system shall be the property of Water Purveyor.

9. Water Purveyor will notify Fire Agency when new hydrants ordered by Fire Agency are placed in service by Water Purveyor, and Fire Agency will notify Water Purveyor when hydrants installed by Fire Agency are to be placed in service. Water Purveyor will notify Fire Agency of any fire hydrants that are out of service due to construction or repair of any part of the system.

10. Fire Agency may accomplish such minor maintenance to the fire hydrants as does not require special knowledge or tools. Such maintenance shall only include replacement of hydrant caps, hydrant pentagon nuts, locking nuts, tightening of the packing, removal of weeds around the hydrant, and such other minor maintenance as Fire Agency and Water Purveyor may mutually agree upon.

11. Water Purveyor shall be responsible for the cost of all fire hydrant repairs, including those brought about by traffic accidents, vandalism, or other causes. Repairs shall include damage to all street improvements and any other property. Fire Agency will cooperate with Water Purveyor in the identification of third parties responsible for damage to fire hydrants.

Water Purveyor shall maintain, repair, relocate, replace, and remove or cause to be maintained, repaired, relocated, replaced, and removed all fire hydrants installed on the water system, except as otherwise agreed to.

Fire Agency shall whenever possible protect Water Purveyor from water loss, or damage to property by water, when fire hydrants are damaged by traffic accidents or other causes.

12. Fire Agency shall annually inspect all fire hydrants within its jurisdiction to ensure that the fire hydrants are mechanically operable and capable of delivering water. Fire Agency shall notify Water Purveyor in writing of any maintenance requirements as soon as possible after such inspections and at any other time it becomes aware of maintenance requirements.

APPENDIX C

13. Water Purveyor shall have the right to use any fire hydrant for any reasonable use in connection with its business as a public utility, including, without limitation, fire flow tests, flushing, blowing off its distribution system, and delivering construction water. A Fire Agency permit must first be obtained before any construction or irrigation meter is attached to any fire hydrant for use by a person other than Fire Agency or Water Purveyor. Construction and irrigation meters shall be designed so that all hydrant outlets are readily accessible at all times to Fire Agency in the event of a fire.

Fire Agency may perform fire flow tests on any hydrant provided it notifies Water Purveyor prior to making any such test, furnishes Water Purveyor copies of all data collected, and postpones any such test if Water Purveyor notifies Fire Agency that such test will interfere with the normal operation of the system.

Only qualified Fire Agency or Water Purveyor personnel shall operate fire hydrants for fire flow tests.

14. Nothing contained in this agreement shall be construed to require Water Purveyor to install new fire hydrants within any area which shall be included in whole or in part within the area served by any other water entity or within the area of any other fire agency. Water Purveyor may elect to discontinue fire hydrant service under this agreement to any

APPENDIX C

fire hydrants which it may designate in the event those fire hydrants shall be included within the area served by any other fire agency.

15. Additional operating hydrants located within the jurisdiction of Fire Agency which are acquired by Water Purveyor from other entities shall be subject to the provisions of this agreement.

16. This agreement shall remain in effect for a period of one year from the date hereof and shall remain in effect for additional one year periods, unless either party shall, at least 30 days prior to the expiration date of any one year period, notify, in writing, the other party to this agreement that said party desires to cancel this agreement, in which event this agreement shall terminate upon the expiration date of such current one year period.

17. This agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

APPENDIX C

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

By _____
Its _____
Fire Agency

By _____
Its _____
Water Purveyor

(END OF APPENDIX C)