WATER USE AGREEMENT

THIS AGREEMENT is made as of the last day and date appearing hereinbelow, by and between the ST. HELENA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and the CITY OF ST. HELENA, hereinafter referred to as "CITY".

RECITALS

A. CITY is the owner of that certain reservoir located on the northerly side of Spring Mountain Road, City of St. Helena, commonly referred to as Lower Reservoir (assessor parcel no. 9-131-13), and DISTRICT is the owner of that certain property (assessor parcel no. 009-490-008) located on the easterly side of Spring Mountain Road, City of St. Helena, between Elmhurst Avenue and Hillview Place, commonly referred to as Robert Louis Stevenson Middle School (the Property).

B. DISTRICT presently has a water service connection to CITY’s treated water system to service DISTRICT’s Property for domestic and irrigation use.

C. DISTRICT desires to use the untreated water from the Lower Reservoir to irrigate its Property, and CITY desires to supply that water for that purpose through the Elmhurst pump station water connection in order to lessen the impact on treated water usage.

PURPOSE AND INTENT

The purpose and intent of this Agreement is to provide DISTRICT with up to ten (10) acre feet of water per year from the Lower Reservoir for field and landscape irrigation purposes, which water shall benefit the Property, for a minimum period ending June 30, 1997. It is a purpose of this Agreement that DISTRICT not lose, now or in the future, any presently existing right to use of treated water for irrigation purposes through the water service Agreement, p. 1
connection supplied by CITY by reason of execution hereof. It is a further purpose of this Agreement that DISTRICT not acquire the right to use of water through the new water connection to Lower Reservoir except as provided in this Agreement.

AGREEMENT

1. **Supply.** CITY hereby agrees to furnish up to ten (10) acre feet of water per year to DISTRICT from the Lower Reservoir upon the terms and conditions provided herein. Upon prior written approval by the City Director of Public Works, DISTRICT may take more than ten (10) acre feet per year, upon the same terms and conditions.

2. **Price.** DISTRICT agrees to pay CITY, within thirty (30) days after billing, the sum of Two Hundred Fifty Dollars ($250.00) per acre foot of water furnished. The amount of water furnished shall be measured by a water meter to be installed at CITY'S sole cost and expense sufficiently large to supply a maximum flow of fifty (50) gallons per minute.

3. **Connection Location.** The connection to DISTRICT'S irrigation line shall be made to the CITY'S reservoir line on the southerly side of Elmhurst Avenue at the connection provided. DISTRICT shall not be charged any water meter fee or connection fee. DISTRICT agrees to pay all labor and material costs of the connection directly related to expenditures incurred between the point that the water line leaves the water meter and the point of connection to the irrigation line.

4. **Cut Off Valve.** Prior to installing the water meter, CITY shall install, at its sole cost and expense, a cut off valve that may be used by CITY to shut off the Lower Reservoir water supplied to DISTRICT in the event of an emergency or other normal overflow, maintenance or draining procedures of operating the Lower Reservoir.

5. **Emergencies.** CITY shall have the right to shut off or reduce the supply of water to DISTRICT in the event of an emergency. As used in this Agreement, an emergency shall be

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defined as (1) a fire, act of god, or other natural disaster, (2) malfunction of the water system that prevents distribution to DISTRICT or (3) an event declared by resolution of the City Council to threaten the public health, safety or welfare.

6. Quality. CITY cannot and does not warrant or guarantee the quality of water coming from the Lower Reservoir; however, it will, in good faith, make an effort to supply DISTRICT with as good a quality of water as is possible under the circumstances. It is clearly understood that such water is not treated and is not to be used for human consumption.

7. Term. This Agreement is for an initial period commencing upon the date of execution hereof and terminating on June 30, 1997, and shall be automatically renewed thereafter from year to year unless (1) DISTRICT defaults in payment or (2) one of the parties gives written notice to the other that the Agreement shall terminate. Notice of termination shall be given in writing by March 1st prior to the natural expiration date of the particular year. Beginning with June 30, 1997, and continuing on each anniversary thereafter, the price for water shall be increased 5 percent.

8. Release. DISTRICT releases and holds harmless CITY, its employees, officials or agents from any loss, damage, or claim that DISTRICT may sustain in connection with water quality, water pressure, emergency water cutoff or reduction, or the performance of CITY’S rights and obligations under this Agreement.

9. Binding. The terms and conditions of this Agreement are binding upon, and inure to, the successors and assigns of the parties hereto.

10. Entire Agreement. This Agreement is the only Agreement among the parties hereto with respect to the subject matter hereof, and may not be changed, altered or modified except by a writing signed by all parties hereto.

11. Attorneys’ Fees. In the event of any litigation covering this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
12. Law. This Agreement shall be interpreted by the laws of the State of California.

Dated this 14th day of September, 1995.

DISTRICT

Elaine Collins
Superintendent

CITY

By: Gene Armstead
City Administrator

APPROVED AS TO FORM:

Bob Henry
Legal Counsel

APPROVED AS TO FORM:

Diane M. Price
City Attorney
CITY OF ST. HELENA, CALIFORNIA
Resolution No. 94-121

APPROVING AN AGREEMENT BETWEEN THE
ST. HELENA UNIFIED SCHOOL DISTRICT
AND THE CITY OF ST. HELENA FOR USE
OF LOWER RESERVOIR WATER

RECITALS

The City of St. Helena is the owner of the Lower Reservoir located on the northerly side of Spring Mountain Road.

The St. Helena Unified School District presently has a water service connection to the City's treated water system to service Robert Louis Stevenson School for domestic and irrigation use.

The School District desires to use the untreated water from the Lower Reservoir to irrigate its property. In order to lessen the impact on treated water usage, the City desires to supply that water through the Elmhurst Pump Station water connection.

RESOLUTION

The City Council approves the Water Use Agreement with the St. Helena Unified School District which is attached and made part of this resolution.

The City Administrator is authorized to execute the Water Use Agreement.

Passed and adopted at a Regular Meeting of the City Council held on the 11th day of October, 1994, by the following vote:

AYES: Mayor Brown, Councilmembers Gard, Heitz, Savidge, Slavens

NOES: None

ABSENT: None

Approved:  

[Signature]
John L. Brown
Mayor

Attest:

[Signature]
Gene Armstead
City Administrator/City Clerk