EMERGENCY WATER SUPPLY AGREEMENT

BETWEEN

THE CITY OF ST. HELENA AND ST. HELENA HOSPITAL

THIS AGREEMENT, is made and entered into this 9th day of
February, 1999, by and between the City of St. Helena (hereinafter the “City”) and St. Helena Hospital (hereinafter the “Hospital”).

RECITAL

WHEREAS, the Hospital is required by its accreditation organization to have a contingency plan to provide potable water for patient care in an emergency situation.

WHEREAS, the Hospital is desirous of entering into an agreement (hereinafter the “Agreement”) with the City, whereby the City will supply water to the Hospital on an emergency basis.

WHEREAS, the City is willing to supply water to the Hospital on the terms and conditions set forth in this Agreement because the Hospital provides vital healthcare services for the citizens of the City.

WHEREAS, this Agreement is in the public interest and will ensure the continued health, safety, and general welfare of the City’s citizens in an emergency situation.

WHEREAS, the Hospital’s circumstances and the services it provides to the citizens of the City are unique, and therefore, this Agreement shall not establish a precedent for providing City water to other outside-City users.
NOW, THEREFORE, the parties mutually agree as follows:

I. Term and Option to Extend Agreement

This Agreement is of indefinite term. Either party to this Agreement may terminate this Agreement upon 180 days written notice to the other party.

II. Point of Delivery

Water made available under this Agreement shall be delivered as agreed to by the parties. Delivery shall be defined as the point at which the water leaves the City’s water system. No permanent or direct connection between the City and the Hospital shall be allowed. At this time the parties envision utilizing trucks for delivery of the water.

III. Quantity

The quantity of water to be made available to the Hospital under this Agreement shall be limited to the minimum amount necessary for use by Hospital, for patient care only, subject to section VI.

IV. Quality

The City will use reasonable efforts to provide water to the Hospital under this Agreement which will be of a quality substantially the same as that furnished to the customers of the City under the permit from the State Department of Health Services.

V. Time of Delivery

The intent of this Agreement is to provide an emergency water supply in the event that the Hospital experiences an emergency water shortage for any reason. Delivery shall be available at the times specified by the Hospital upon telephone contact with the City,
except as described below. The Hospital shall have sole discretion in determining what constitutes an emergency water shortage.

VI. Non-Delivery

In the event of a water supply shortage, as defined in Chapter 18, Article 2 of the St. Helena City Code and as it may be amended, or in the event the health, safety and general welfare of the City so requires, the City shall have the right to interrupt, limit, or terminate delivery to the Hospital until such time as the City determines, in its sole and exclusive discretion, that said shortage is finished or the health, safety and general welfare of the City no longer require interruption, limitation, or termination of delivery.

VII. Rate of Delivery

The rate of delivery shall be determined by mutual agreement of the parties.

VIII. Measurement of Water Delivered

The water delivered hereunder shall be measured at the point of delivery, by a hydrant meter provided by Hospital, and delivery shall be by truck only.

IX. Price and Payment

The metered rate per thousand gallons for all quantities of water delivered to the Hospital by the City shall be at the prevailing outside the City commercial rates.

X. Liability and Indemnity

a. Neither the City or any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of water and or quality of water to be made available for delivery to the Hospital under this agreement.
b. Neither the City or any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal or distribution of water after delivered hereunder.

c. The Hospital shall indemnify, hold harmless, release and defend the City, its officers, employees, and agents from and against any and all actions claims, claims, demands, damages, disability. Losses, expenses including attorney’s fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including, but not limited to, the Hospital or any other third person arising out of this Agreement excepting only liabilities due to the sole negligence or willful misconduct of the City or its agents, employees or assigns. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the City under Worker’s Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by the Hospital and shall continue to bind the parties after termination and/or completion of this Agreement.

XI. Responsibility of the Hospital

Subject to the provisions of this Agreement, the Hospital shall be solely responsible for the control, carriage, handling, use, disposal, and distribution of water supplied to the Hospital hereunder after it has passed the delivery point.
XIII. No Third Party Beneficiary Intended

Nothing in this Agreement shall be construed or deemed as intending to create or confer any third party beneficiaries or rights in any third parties.

IN WITNESS WHEREOF, the City and the Hospital have hereunto caused their hands to be subscribed through their duly authorized officers:

By the City of St. Helena this 17th day of March, 1999

By St. Helena Hospital this 2nd day of March, 1999

CITY OF ST. HELENA, a municipal Corporation

By: Bonnie Long
   Bonnie Long, City Administrator

ATTEST: Delia Guijosa, City Clerk

APPROVED AS TO FORM:

Diane M. Price
City Attorney for the City of St. Helena

ST. HELENA HOSPITAL,
a California, non-profit Religious Coporation

By: Stan Tempchin
   Director of Facility Services
CITY OF ST. HELENA

RESOLUTION NO. 99-14

APPROVING AN EMERGENCY WATER SUPPLY AGREEMENT WITH ST. HELENA HOSPITAL

The City Council hereby resolves to approve an Emergency Water Supply Agreement with St. Helena Hospital, a copy of which is attached and made part of this Resolution.

RESOLUTION

Approved at a Regular Meeting of the St. Helena City Council on February 9, 1999 by the following vote:

Ayes: Councilmembers Brown, Potter, Savidge, Vice-Mayor Slavens

Noes: None

Absent: Mayor Toller

Abstain: None

APPROVED: 

Frank Toller
Mayor

ATTEST:

Delia Guijosa
City Clerk