Appendix R

Mutual Aid Agreement

MUTUAL AID AGREEMENT

THIS AGREEMENT is by and between Inland Empire Utilities Agency and the Regional Contracting Agencies consisting of Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, and Cucamonga Valley Water District.

RECITALS

Whereas, Inland Empire Utilities Agency and the Regional Contracting Agencies are public agencies and each has certain equipment and personnel under its management and control; and

Whereas, the equipment and personnel may be available to assist each agency in the event of a disruption which would affect the water service, sewer service or sewage treatment service provided by each agency to its customers; and

Whereas, neither party should be placed in a position of depleting unreasonably its own resources, facilities, or services in providing such mutual aid; and

Whereas, Inland Empire Utilities Agency and the Regional Contracting Agencies desire to cooperate in providing and sharing available equipment upon request of the other agency under the terms of this Agreement.

NOW, THEREFORE, the undersigned parties hereto agree as follows:

1.

a. In the event of any disruption or damage to the ability of either the Inland Empire Utilities Agency or the Regional Contracting Agencies to continue to serve the public or its customers with water service, sewage service or sewage treatment service, the other party will cooperate to a maximum extent possible, as determined in its discretion, to provide mutual aid assistance as requested.

b. Each party's obligation hereunder shall be expressly contingent upon its manpower and equipment availability, as determined by the responding party in its sole and absolute discretion. Each party's response within the jurisdictional limits of the other party may not interfere with the responding party's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area. Each party shall endeavor to notify the other party in advance when it knows that its equipment or manpower will not be available to respond within the jurisdictional limits of the other party.

2. In the context of this Agreement, "natural or man-made disaster" shall mean a situation or set of circumstances in which property damage or personal injury has occurred or is likely

to occur, the occurrence of which will disrupt the services provided by the Inland Empire Utilities Agency and the Regional Contracting Agencies.

3.

a. Each party to this Agreement shall provide the name(s), address(es), telephone number(s), and title(s) of the responsible employee(s) authorized to request or respond to requests for mutual aid assistance on or before thirty (30) days have elapsed from the date of approval of this Agreement by the last party to approve this Agreement. Only employees of each respective party are eligible. No contract workers shall be assigned.

b. The requesting party agrees to pay as allowed by applicable law, all direct, indirect, administrative and contracted costs of assisting the requesting party incurred by the responding party as a result of providing assistance pursuant to this Agreement, based upon responding party's internal rates or charges for material, equipment, and personnel. Payment shall be made within sixty (60) days after receipt of a detailed invoice. The detailed invoice shall include personnel assigned, classification, dates and hours worked, hourly billing rate and equipment used. The requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of the responding party. The rates, charges and costs referenced herein shall be set forth in exhibits 1 through 8 attached hereto and incorporated herein. Said exhibits may be updated from time to time as needed. If the changes in the exhibits are greater than 10 percent of the previously stated rates, the said changes need to be agreed to by the parties.

c. The party requesting assistance shall specify the type and duration of assistance required.

d. The party responding to the request shall designate the person responsible for the direction and supervision of the personnel and equipment provided to the requesting party, and the requesting party shall direct the disposition and utilization of personnel, equipment and materials furnished in response to such request only through the person so designated.

e. The personnel, equipment, and materials furnished in response to the request for mutual aid shall be released by the requesting party when no longer needed or when the responding party requires return or as required by law.

4. The responsible managing employees of each of the parties to this Agreement shall consult with each other at least one (1) time each calendar year to update the equipment and personnel list, and revise any procedures for requesting and obtaining mutual aid assistance. The equipment and personnel list for each party shall be attached to this agreement as Exhibits 1 through 8.

5. It is agreed by the parties hereto that protection, maintenance, and repair of their own systems and facilities will receive priority in responding to any request for mutual aid assistance.

   a. Each party to this Agreement shall maintain in full force and effect workers compensation insurance without cost to the other party which covers the personnel involved in a response to provide mutual assistance, and therefore each party to this Agreement waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement to the extent that such liability is caused by the other party or its employees, directors commissioners, officials, officers, agents, and volunteers. Failure to provide adequate workers compensation insurance by a party shall obligate that party for any and all liabilities that may arise. Each party shall defend, indemnify and hold harmless, pursuant to Section 6 (b) below, the other party with respect to workers' compensation claims filed by their own employees.

   b. The requesting party shall hold harmless, indemnify, and defend the responding party, its elected officials, officers, agents employees, contractors, volunteers and agencies, against all liability, claims, losses, demands or actions for injury to, or death of, a person or persons, or damages to property arising out of, or alleged to arise out of or in consequence of, this Agreement, except to the extent that such liability is caused by the negligence or willful misconduct of the responding party, its elected officials, officers, agents, employees, contractors or volunteers.

   c. The requesting party will pay for any damage to the equipment and material provided by the responding party that occurs during the requested assistance period.

6. No provision of this Agreement and no action taken or personnel, equipment or material furnished pursuant to any such provision shall be construed to make the officer, employee, or agent of either party to this Agreement, the officer, employee or agent of the other party to this Agreement. Furthermore, the parties shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under the Agreement, as well as that which may be required by law. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one party shall not be deemed employees of the other for any purpose.

7. This Agreement shall be effective as of the date all parties have executed the Agreement and shall continue to be in force with respect to all parties signing hereunder, unless terminated by consent of all the parties. Notwithstanding the foregoing, any party may terminate its participation in this agreement upon sixty (60) days written notice of termination to the remaining parties. Termination by any party or parties shall not affect the rights and obligations of any of the remaining parties under this agreement.

8. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

INLAND EMPIRE UTILITIES AGENCY
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91709
Attn: Richard Atwater, CEO/General Manager

CITY OF CHINO
City of Chino
P. O. Box 667
Chino, CA 91708-0667
Attn: Jim Hill, Assistant Director of Public Works/Assistant City Engineer

CITY OF CHINO HILLS
City of Chino Hills
2001 Grand Avenue
Chino Hills, CA 91709
Attn: Mike Maestas, Water and Sewer Manager

CITY OF FONTANA
City of Fontana
16489 Orange Way
Fontana, CA 92335
Attn: Curtis Aaron, Director of Public Services

CITY OF MONTCLAIR
City of Montclair
5111 Benito Street
Montclair, CA 91763
Attn: Marilyn Staats, Director of Redevelopment / Public Works

CITY OF ONTARIO
City of Ontario
1425 South Bon View Avenue
Ontario, California 91761
Attn: Kenneth L. Jeske, Director of Public Works

CITY OF UPLAND
City of Upland
460 North Euclid Avenue
Upland, CA 91786
Attn: Rob Turner, Public Works Director

CUCAMONGA VALLEY WATER DISTRICT
Cucamonga Valley Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730
Attn: Robert A. DeLoach, General Manager / CEO

Any notice required to be given hereunder to either party shall be given by personal delivery or by depositing such notice in the US Mail to the address listed with first class postage pre-paid. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

9. Inland Empire Utilities Agency and the Regional Contracting Agencies agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have the right of action hereunder. This Agreement shall not be enforceable by any parties other than Inland Empire Utilities Agency and the Regional Contracting Agencies.

10. All privileges and immunities of Inland Empire Utilities Agency and the Regional Contracting Agencies provided by state or federal law shall remain in full force and effect.

11. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

12. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

13. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

14. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by either party without the prior written consent of the other.

15. This Agreement may be executed in counterparts, each of which shall constitute an original.

16. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, legality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

WHEREFORE, the parties hereto have caused this Agreement to be executed in counterpart as the dates indicated.

INLAND EMPIRE UTILITIES AGENCY

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the Inland Empire Utilities Agency Board of Directors, at a regular meeting thereof held on the 21st day of, April 2004.

John L. Anderson

John Anderson
President, Board of Directors

April 21, 2004
Date

ATTEST:

Richard A. Atwater

Richard Atwater
CEO / General Manager

April 21, 2004
Date

CITY OF CHINO

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Chino, at a regular meeting thereof held on the 17th day of, February 2004.

Glen Rojas
City Manager

2-23-04
Date

APPROVED AS TO CONTENT:

Patrick J. Glover, P.E.
Director of Public Works/City Engineer

2.10.04
Date

APPROVED AS TO FORM:

Jimmy A. Gutierrez
City Attorney

Date

ATTEST:

Lenna J. Tanner
City Clerk

2-23-04
Date

CITY OF CHINO HILLS

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Chino Hills, at a regular meeting thereof held on the 27th day of January 2004.

Douglas N. LaBelle
City Manager

1/27/04
Date

ATTEST:

Mary McDuffee
City Clerk

02/10/04
Date

CITY OF FONTANA

I HEREBY CERTIFY that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Fontana, at a regular meeting thereof held on the _____ day of, _____ 2004.

4A

Kenneth R. Hunt
City Manager

3/16/09
Date

ATTEST:

Beatrice Watson
Beatrice Watson
City Clerk

Date

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CITY OF MONTCLAIR

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Montclair, at a regular meeting thereof held on the 20th day of, January 2004.

Lee C. McDougal
City Manager

1/26/04
Date

ATTEST:

Donna Jackson
City Clerk

1/26/04
Date

CITY OF ONTARIO

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Ontario, at a regular meeting thereof held on the 3rd day of, February 2004.

Gregory C. Dovereaux
City Manager

2/3/04
Date

ATTEST:

City Clerk

2/3/04
Date

CITY OF UPLAND

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the City Council of the City of Upland, at a regular meeting thereof held on the 12th day of, January 2004.

John V. Pomierski — 1/14/04

John V. Pomierski
Mayor

Date

ATTEST:

Stephanie A Mendenhall — 1/14/04

Stephanie A. Mendenhall
City Clerk

Date

CUCAMONGA VALLEY WATER DISTRICT

I **HEREBY CERTIFY** that the foregoing agreement was duly executed pursuant to authorization by the Board of Directors of the Cucamonga Valley Water District, at a regular meeting thereof held on the 10th day of, February 2004.

Henry L. Stoy
President, Board of Directors

February 10, 2004
Date

ATTEST:

Robert A. DeLoach
Secretary / General Manager

February 10, 2004
Date