

CITY OF GLENDALE AND CRESCENTA VALLEY WATER DISTRICT MUTUAL RESPONSE & ASSISTANCE AGREEMENT

This AGREEMENT is made and entered between the City of Glendale, referred to as “Glendale” and Crescenta Valley Water District (referred to as “CVWD”) (also referred to as each a “PARTY” and collectively, the “PARTIES”), on this ____ day of _____, 2021 (“Effective Date”), which have adopted and signed this agreement to provide mutual response and assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis as specified herein.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of an emergency’s impact, the parties hereby establish an Intrastate Program for Mutual Aid, Response and Assistance. Through this Mutual Aid, Response and Assistance Program (the “Program”), Parties coordinate response activities and share resources during emergencies and assist during local emergencies or planned or unplanned outages, as defined herein. This Agreement sets forth the procedures and standards for the administration among the parties.

ARTICLE II. DEFINITIONS

- A. ***Authorized Official*** – An employee or officer of Glendale or CVWD who is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Refuse to offer assistance or
 - 4. Withdraw assistance under this agreement.
- B. ***Emergency*** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of the Parties’ system, loss of life, injury to person or property, human suffering, or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous materials, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Party and requires mutual assistance.
- C. ***Confidential Information*** - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of the Parties.
- D. ***Period of Assistance*** – A specified period of time when either Party assists or responds to an event. The period commences when personnel, equipment, or supplies depart from Responding Parties’ facility and ends when the resources return to their facility (portal to portal).

All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined, or during an Outage, as defined herein.

- E. ***National Incident Management System*** (NIMS) - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- F. ***Standardized Emergency Management System*** (SEMS) - A standardized approach to field command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
- G. ***Outage*** – A period of time where a Party’s water or wastewater supply is interrupted to the extent that the interruption jeopardizes the health and safety of the Parties’ customers. An Outage is “planned” when either Party is given at least three (3) days prior notice of the interruption in supply. An Outage is “unplanned” when the Outage occurs without at least three (3) days prior notice of the interruption in supply, including when the Outage occurs unexpectedly.

ARTICLE III. ADMINISTRATION

The mutual response and assistance shall be administered through the City of Glendale, Public Works Department and CVWD’s Emergency Preparedness coordinator.

The purpose to provide local coordination of mutual response and assistance before, during, and after an Emergency or Outage. The Parties shall meet as frequently as necessary, but at least quarterly, to address mutual response and assistance issues and review emergency preparedness and response procedures. The Parties shall work together to plan and coordinate emergency planning and response activities and shall ensure that all Parties are informed of such activities and have the opportunity to participate in all related planning and training activities.

ARTICLE IV. PROCEDURES

- A. In coordination, the parties, shall develop operational and planning procedures for mutual response and assistance. These procedures shall be consistent with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS) and this Agreement. These procedures shall be reviewed at least annually and updated as needed by the Parties.
- B. Requests for emergency assistance or assistance with any Outage under this Agreement shall be directed to the appropriate Authorized Official(s) representing the Parties.

ARTICLE V. REQUESTS FOR ASSISTANCE

In general, assistance will be in the form of resources, such as equipment, bypass system for wastewater, other supplies, and personnel. Assistance shall be given only when the Responding Party determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Responding Party shall not be held liable for failing to provide assistance. A potential Responding Party has the absolute discretion to decline to provide any requested assistance.

- A. **Responsibility**- Each Party shall identify an Authorized Official and alternates; provide contact information including 24-hour access and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur and be promptly provided to either Party.
- B. **Party Request**- In the event of an Emergency or Outage (planned or unplanned), a Parties' Authorized Official may request mutual aid and assistance from the other Party. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, supplemental water supplies and other supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Party. Specific protocols for requesting aid shall be provided in the required procedures to be established by the Parties pursuant to Article IV hereof.
- C. **Response to a Request for Assistance** – Either Party is not obligated to respond to the other Party's request. After a Party receives a request for assistance, that Party's Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, that Party's representative shall inform, as soon as possible, the requesting Party whether they will respond. If the Party is willing and able to provide assistance, the Party shall inform the Requesting Party about the type of available resources and the approximate arrival time of such assistance. If a Party determines it cannot respond to a request for assistance, that Party shall not be responsible for any consequences associated with its failure to respond.
- D. **Discretion of Responding Party's Authorized Official** – Execution of this Agreement does not create any duty for any Party to respond to a request for assistance. When a Party receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. A Party's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONSE COORDINATION

When providing assistance under this Agreement, the Parties shall be organized and shall function under the Standard Emergency Management System and National Incident Management System protocols and procedures.

- A. **Personnel** - Responding Party retains the right to identify the specific employees to be provided to a Requesting Party and the resources that are available.
- B. **Control** – While employees so provided may be under the supervision of the Responding Party, the Responding Party's employees come under the direction and control of the Requesting Party, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Party. The Requesting Party's Authorized Official shall coordinate response activities with the designated supervisor of the Responding Party. Whenever practical, Responding Party personnel must be self-sufficient for up to 72 hours. The Responding Party's designated supervisor(s) must keep accurate records of work performed by Responding Party's personnel during the specified Period of Assistance.
- C. **Food and Shelter** – When possible, the Requesting Party shall supply reasonable food and shelter for Responding Party personnel. If the Requesting Party is unable to provide food and shelter for Responding Party personnel, the Responding Party's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the state per diem rates for that area. To the extent food and shelter costs exceed the state per diem rates for the area, the Responding Party must demonstrate that the

additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Party remains responsible for reimbursing the Responding Party for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

- D. **Communication** – The Requesting Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and utility personnel.
- E. **Status** - Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions; and shall remain officers and employees, as applicable, of the Responding Party.
- F. **Licenses and Permits** – To the extent permitted by law, Responding Party personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. **Right to Withdraw Resources** - The Responding Party retains the right to withdraw some or all of its resources at any time for any reason in the Responding Party's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party as soon as is practicable under the circumstances.

ARTICLE VII.

COST - REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Party will make such employees as are willing to participate available to Requesting Party at Requesting Party's expense equal to any Responding Party's full cost, i.e., equal to the employee's applicable salary or hourly wage, plus fringe benefits and overhead, and consistent with Responding Party's collective bargaining agreements, if applicable, or other conditions of employment. All costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Party shall be responsible for all direct and indirect labor costs.
- B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps, and generators, shall be at a Responding Party's current equipment rate and subject to the following conditions: The Requesting Party shall reimburse the Responding Party for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Party as soon as is practicable and reasonable under the circumstances.
 - a. At the option of Responding Party, equipment may be provided with an operator.
 - b. Equipment shall be returned to Responding Party within 24 hours after receipt of an oral or written request for return.
 - c. During the Period of Assistance, Requesting Party shall, at its own expense, supply all fuel, lubrication, and maintenance for furnished equipment; provided that Requesting Party shall obtain Responding Party's consent before performing any such maintenance.
 - d. Responding Party's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Party.

- e. In the event equipment is damaged while being dispatched to Requesting Party, or while in the custody and use of Requesting Party, Requesting Party shall reimburse Responding Party for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Party shall reimburse Responding Party for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Party. If Responding Party must lease a piece of equipment while Requesting Party equipment is being repaired or replaced, Requesting Party shall reimburse Responding Party for such lease costs.
- C. **Materials and Supplies** – The Requesting Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Requesting Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Payment Period** – The Responding Party must provide an itemized bill to the Requesting Party for all expenses incurred by the Responding Party while providing assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Party may request additional periods of time within which to submit the itemized bill and Requesting Party shall not unreasonably withhold consent to such request. The Requesting Party must pay the bill within 60 days following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill and Responding Party shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Party.
- E. **Records** - Each Requesting Party and its duly authorized representatives shall have access to a Responding Party's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. To the extent it deems necessary, each Responding Party and its duly authorized representatives shall have access to a Requesting Party's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement. Such records shall be maintained for at least three (3) years or longer where required by law and as needed for federal reimbursement practices.

ARTICLE VIII.

ARBITRATION

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Parties shall first attempt to resolve the dispute by negotiation, followed by mediation and/or non-binding arbitration in accordance with the Rules of the American Arbitration Association.

ARTICLE IX.

REQUESTING PARTY'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Party shall assume the defense of, fully indemnify and hold harmless Responding Party, its Directors, officers, employees and agents, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Party's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Party or faulty workmanship or other negligent acts, errors or omissions by a Responding Party, or by personnel provided to Requesting Party, from the time assistance is requested and rendered until the assistance is returned to Responding Party's control, portal to portal.

ARTICLE X.
WORKER'S COMPENSATION CLAIMS

The Responding Party is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Party is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XI.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently, or otherwise, affects or might affect them, and each Party shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

ARTICLE XII.
INSURANCE

Parties of this Agreement shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake, including, but not limited to, worker's compensation and commercial general liability insurance, and insurance on property, vehicles, and equipment.

ARTICLE XIII.
CONFIDENTIAL INFORMATION

To the extent allowed by law, any Party shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information provided to it by another Party pursuant to this Agreement. If any Party or third party requests or demands, by subpoena or otherwise, that a Party disclose any Confidential Information provided to it under this Agreement, the Party shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XIV.
EFFECTIVE DATE

This Agreement shall take effect immediately upon its execution by the Parties.

ARTICLE XV.
WITHDRAWAL

Any party may terminate its participation in this Agreement by written notice to both Parties. Withdrawal takes effect 60 days after the appropriate official receives notice. Withdrawal from this Agreement shall in no way affect a Requesting party's duty to reimburse a Responding Party for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVI.
AMENDMENT

Amendments to this Agreement must be in writing, signed by both Parties.

ARTICLE XVII.
SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be Illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between the Parties to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XIX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and any such attempted assignment or delegation shall have no effect.

ARTICLE XX.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under California law.

ARTICLE XXI.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Parties retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.

ARTICLE XXII.
NOTICES

All notices, approvals, acceptances, and other communication required or permitted under this Agreement shall be in writing and shall be deemed validly given on the date either: 1) personally delivered to the address indicated below, or 2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office, or 3) one business day after the dispatch date by overnight delivery service, or 4) on the date of transmission by facsimile or electronic mail to the number or e-mail address provided below. All notices shall be addressed to the following:

CITY OF GLENDALE

Attn: _____

City of Glendale

633 E. Broadway, Suite 209

Glendale, CA 91206

Facsimile: (818) 552-2852

E-mail: _____

CRESCENTA VALLEY WATER DISTRICT

Attn: Nemesiano Ochoa

2700 Foothill Boulevard

La Crescenta, CA 91214-3516

Facsimile: (818) 248-1659

E-mail: nochoa@cvwd.com

IN WITNESS WHEREOF, a duly authorized representative of each Party hereto has executed this Agreement.

CITY OF GLENDALE

By: _____
(City Manager)

Date: _____

Approved as to form:


By: _____
Dorine Martirosian
Principal Assistant City Attorney

CRESCENTA VALLEY WATER DISTRICT

By: 
(General Manager)

Date: 9/1/24

Approved as to form:

By: 
Thomas S. Bunn III
General Counsel