

Emergency Response Network of the Inland Empire (ERNIE)
2006 Omnibus Mutual Assistance Agreement

WHEREAS, the California Department of Public Health (DPH) has expressed an interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies, cities, and county jurisdictions; and

WHEREAS, the Emergency Response Network of the Inland Empire (ERNIE) was originally created to provide a forum for the development of mutual assistance agreements between agencies in the Inland Empire of California; and

WHEREAS, the EMERGENCY RESPONSE NETWORK OF THE INLAND EMPIRE (ERNIE) 2006 OMNIBUS MUTUAL ASSISTANCE AGREEMENT, a copy of which attached hereto as Exhibit "A" and incorporated herein by this reference, sets forth the mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, the State California Office of Emergency Services (OES) regulates the SEMS/NIMS program, this agreement is consistent with Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), and that it is necessary to have a mutual assistance agreement in place to support requests to the Federal Emergency Management Agency (FEMA) for costs of using assistance during an emergency, and

WHEREAS, the agencies hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agencies whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of ERNIE to revise this agreement as necessary and to annually publish a list of all agencies participating in this agreement, as posted on the East Valley Water District's Web-site, www.eastvalley.org

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act;

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the City of Redlands agrees as follows:

Section 1. The City of Redlands agrees to become a party to the ERNIE, 2006 Omnibus Mutual Assistance Agreement as of March 4, 2015.

Section 2. The City's Emergency Operations Manager is hereby directed to forward an executed copy of this agreement to ERNIE, C/O East Valley Water District, P.O. Box 3427, San Bernardino, California, 92413.

Executed this 4th day of March, 2015, in Redlands, California.

CITY OF REDLANDS

ATTEST:

By: _____
Paul W. Foster, Mayor

Sam Irwin, City Clerk

EXHIBIT "A"

Articles of Agreement Emergency Response Network of the Inland Empire (ERNIE) 2006 Omnibus Mutual Assistance Agreement

THIS AGREEMENT is made and entered into by those agencies who have adopted and signed this agreement to provide mutual 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.

All of said agencies being herein referred to collectively as "the parties." 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 - APPLICABILITY. This agreement is available to all agencies, public and private, in the Inland Empire, State of California.

Article II - ADMINISTRATION. The ERNIE will establish a group of representatives known as the Steering Committee made up of five (5) representatives from the signatory agencies and a representative from the California Department of Public Health. These representatives are chosen and voted for by the parties. A chair and co-chair will be elected and act as administrators. The ERNIE Steering Committee will sponsor meetings for signatory agencies, maintain a database of all agencies that have signed this agreement, and meet as a committee to address concerns and procedures for requesting mutual assistance within the region.

Article III - DEFINITION OF EMERGENCY. "Emergency" means a condition of disaster or calamity arising within the area of operation of the parties, caused by fire, flood, storm, earthquake, civil disturbance, or other condition which is or is likely to be beyond the control of the services, personnel, equipment, and facilities of a party hereto and requires mutual assistance.

Article IV - REQUESTS FOR ASSISTANCE. Requests for emergency assistance under this Agreement shall be directed to the appropriate designated official(s) from the list of participating agencies. When more than one agency is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the agency's County Operational Area which is the San Bernardino County Office of Emergency Services or Riverside County Office of Emergency Services to ensure maximum effectiveness in allocating resources to the highest priority needs.

The party rendering assistance under this Agreement is referred to as LENDER; the party receiving assistance is referred to as BORROWER.

Article V - GENERAL NATURE OF ASSISTANCE. Assistance will generally be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when LENDER 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 LENDER shall not be held liable for failing to provide assistance. A potential LENDER has the absolute discretion to decline to provide any requested assistance. Resources are to be made available on a loan basis with reimbursement terms varying with the type of resource.

Article VI - LOANS OF EQUIPMENT. Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at LENDER'S current equipment rate and subject to the following conditions:

- (a) At the option of LENDER, loaned equipment may be loaned with an operator.
- (b) Loaned equipment shall be returned to LENDER within 24 hours after receipt of an oral or written request.
- (c) BORROWER shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.
- (d) LENDER'S cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to BORROWER.
- (e) In the event loaned equipment is damaged while being dispatched to BORROWER, or while in the custody and use of BORROWER, BORROWER shall reimburse LENDER for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then BORROWER shall reimburse LENDER for the cost of replacing such equipment with equipment that is of at least equal capability. If LENDER must lease a piece of equipment while LENDER'S equipment is being repaired or replaced, BORROWER shall reimburse LENDER for such lease costs.

Article VII - EXCHANGE OF SUPPLIES. BORROWER shall reimburse LENDER in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to LENDER in a clean, damage-free condition shall not be charged to the BORROWER and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.

Article VIII - PERSONNEL. LENDER will make such employees as are willing to participate available to BORROWER at BORROWER'S expense equal to LENDER'S full cost, i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with LENDER'S personnel union contracts or other conditions of employment. Employees so loaned will be under the supervision and control of the BORROWER. BORROWER shall be responsible for all direct and indirect costs associated

with workers compensation claims. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by BORROWER. LENDER will not be responsible for cessation or slowdown of work if LENDER'S employees decline or are reluctant to perform any assigned tasks.

Article IX - REIMBURSEMENT. The BORROWER agrees to reimburse the LENDER within 60 days from receipt of an invoice for assistance provided under this Agreement.

Article X - LIABILITY AND HOLD HARMLESS. Pursuant to Government Code Section 895.4, and subject to the conditions set forth in Article XI, BORROWER shall assume the defense of, fully indemnify and hold harmless LENDER, its Directors, Council Members or Supervisors, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the BORROWER'S work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel on loan to BORROWER, or faulty workmanship or other negligent acts, errors or omissions by BORROWER or by personnel on loan to BORROWER from the time assistance is requested and rendered until the assistance is returned to LENDER'S control, portal to portal.

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 shall have the right to participate in the defense of the same to the extent of its own interest.

Article XI - SIGNATORY INDEMNIFICATION. In the event of a liability, claim, demand, action or proceeding, or whatever kind or nature arising out of the rendering of assistance through this agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless each signatory to this mutual assistance agreement, whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

Article XII - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS. LENDER'S employees, officers or agents, made available to BORROWER shall, except as otherwise provided under Labor Code sections 3600.2 through 3600.6 be the special employees of BORROWER and the general employees of LENDER (as defined in Insurance Code 11663) while engaged in carrying out duties, functions, or activities pursuant to this Agreement. BORROWER will reimburse

LENDER for all costs, benefits, and expenses associated with workers compensation and other claims. LENDER is responsible for providing workers compensation benefits and administering workers compensation claims subject to the reimbursement terms of this agreement. BORROWER will

reimburse LENDER for workers compensation costs, benefits and expenses on a quarterly basis or on other terms mutually agreed upon by LENDER and BORROWER.

Article XIII - MODIFICATIONS. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of signatory agencies to the Agreement. The ERNIE will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days written notice to the parties.

Article XIV - TERMINATION. This Agreement is not transferable or assignable, in whole or in part, and any party may terminate their participation in this Agreement at any time upon 60 days' written notice delivered or mailed to a member of the ERNIE Steering Committee.

Article XV - EFFECT. Agreement shall take effect for a new party immediately upon its execution by said party.

Article XVI - PRIOR AGREEMENTS. Deleted 06/28/06

Article XVII - ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article XVIII - TORT CLAIMS. This Agreement in no way acts to abrogate or waive any immunity or defense available under California Law.

(end)