



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high-quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' **SPECIAL** MEETING AGENDA

BOARD MEETING OFFICE
1720 N. CHEROKEE
LANDERS, CALIFORNIA 92285

October 20, 2026
4:00 P.M.

PUBLIC WISHING TO PARTICIPATE REMOTELY MAY

Join the meeting online on Zoom

<https://us02web.zoom.us/j/5194728347?pwd=tEbr3Cb3A8LeAbJiO0UaXsjl9ID3kY.1>

or by telephone by calling 1-669-900-6833

Zoom Meeting ID: 519 472 8347 / Passcode: 190001

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

OATH OF OFFICE FOR APPOINTED CANDIDATES IN LIEU OF ELECTION

- a. William Darin Aldridge, Member of the Board of Directors, 4-year term
- b. Jose Robles Martinez, Member of the Board of Directors, 4-year term
- c. Jomarie Mckenzie, Member of the Board of Directors, 4-year term
- d. Rod Miller-Boyer, Member of the Board of Directors, 2-year term

Discussion and Action Items - The Board of Directors will discuss the following items and consider taking action. The Public is invited to comment on any item on the agenda during discussion of that item. When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three-minutes to provide their public comment.

- 1. Emergency Response Network of the Inland Empire (ERNIE) 2026 Omnibus Mutual Assistance Agreement**
Board to consider approving the updated ERNIE 2026 Omnibus Mutual Assistance Agreement, authorizing the General Manager to execute the agreement and continue participation in ERNIE for Mutual Aid in Emergencies.
Presented by Jennifer Cusack, General Manager
- 2. Resolution 26R-XX Adding Section 4.10 - Bilingual Pay to the Employee Handbook**
Board to consider adopting Resolution 26R-XX adding Section 4.10 – Bilingual pay to the Employee Handbook.
Presented by Jennifer Cusack, General Manager
- 3. Project Updates**
Information only.
Presented by Marina West, Chief Engineer

- 4. Consent Calendar** - The following are routine, non-controversial items to be acted on with one motion, without discussion. If a member board requests an item(s) be pulled from the consent calendar, it/they will be moved for separate discussion and consideration.
- a. Minutes Regular Meeting October 13, 2026

Recommended Action: Approve Consent Calendar as presented.

5. Matters removed from the Consent Calendar

6. Public Comment Period

At this time, any member of the public may address the Board on matters within the Agency's jurisdiction not appearing on this agenda. Please have your information prepared and state your name for the record and city of residence. Each speaker will be limited to no more than three (3) minutes. State Law prohibits the Board from discussing or taking action on items not listed on the agenda.

7. Items for Next or Future Agenda

8. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

1. General Manager Report
2. Chief Engineer Report
3. Director Reports

9. Adjournment

Agenda Posting and Public Records: This agenda was posted in accordance with California Government Code sections 54954.2 and 54956. Public records relating to an open-session agenda item that are distributed to a majority of the Board less than 72 hours before a regular meeting will be available for public inspection at the Bighorn-Desert View Water Agency office, 622 S. Jemez Trail, Yucca Valley, California, during normal business hours, and on the Agency's website at www.bdvwa.org. Writings distributed during the meeting will be made available for public inspection as required by Government Code section 54957.5.

Accessibility, Remote Participation, and Language Assistance: In compliance with the Americans with Disabilities Act and California Government Code section 54954.2, persons who need a disability-related modification or accommodation, auxiliary aid or service, or an agenda in an appropriate alternative format to participate in this meeting should contact the Agency at 760-364-2315 during Agency business hours. Please make the request as early as possible, preferably at least 72 hours before the meeting, so the Agency has adequate time to make reasonable arrangements. Instructions for remote participation by Zoom or telephone are provided on the first page of this agenda. Persons requesting language assistance should contact the Agency as early as possible before the meeting.

Calendar Reminder - Upcoming Meetings

- Regular Board Meetings – 2nd Tuesday every month at 6 p.m.
- Finance/Public Relations/Education & Personnel (FPREP) Committee – 3rd Tuesday of odd months at 4 p.m.
- Planning/Legislative/Engineering & Grant (PLEGS) Committee – 3rd Tuesday of even months at 4 p.m.
- Mojave Water Agency Board of Directors Meeting – 2nd & 4th Thursday every month (regular schedule) at 9:30 a.m.
- Landers Homestead Valley Community Association Meeting – 2nd Monday at 5 p.m. every month

**BIGHORN DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: October 20, 2026

To: Board of Directors

Budgeted: N/A

Budgeted Amount: N/A

Cost: N/A

From: Jennifer Cusack, General Manager

General Counsel Approval: Yes

CEQA Compliance: N/A

Subject: **Approve the updated Emergency Response Network of the Inland Empire (ERNIE) 2026 Omnibus Mutual Assistance Agreement**

RECOMMENDATION

Approve the Emergency Response Network of the Inland Empire (ERNIE) 2026 Omnibus Mutual Assistance Agreement for Emergency Services and Related Support

BACKGROUND/ANALYSIS

The Emergency Response Network of the Inland Empire (ERNIE) was formed to provide a framework for mutual aid in the event of a disaster. Currently Bighorn-Desert View Water Agency is a member of ERNIE and CalWARN. This amendment has been reviewed by Agency legal counsel.

ERNIE membership creates a master mutual aid agreement that would otherwise not be possible without the regional collaborative effort.

In addition to ERNIE the Agency is also member of the California Water/Wastewater Agency Response Network (CalWARN). CalWARN is a state-wide emergency response network which also enables mutual assistance in the event of an emergency. There is no cost to the Agency to join CalWARN.

PRIOR RELEVANT BOARD ACTION(S)

9/15/2026 FPREP Committee Review and Recommend move to the Board for consideration.

7/2014 – Approve the Revised 2014 ERNIE Omnibus Mutual Assistance Agreement

4/15/20210 – Approve 2006 ERNIE Omnibus Mutual Assistance Agreement

8/26/2008 08R-08 Resolution approving the integration of the National Incident Management System (NIMS) into Bighorn Desert View Water Agency Emergency Management System.

**Emergency Response Network of the Inland Empire (ERNIE)
2026 Omnibus Mutual Assistance Agreement for Emergency Services
and Related Support**

This Mutual Aid Agreement (“Agreement”) between all signatory parties of the Emergency Response Network of the Inland Empire (ERNIE) pertaining to mutual aid assistance provided is made and entered into agreement as of **XXX Date 2026**. All ERNIE partners are individually referred to as “PARTY” and collectively referred to as “PARTIES”.

Note: Use of such an agreement does not guarantee state or Federal reimbursement.

RECITALS

WHEREAS, the State Water Resources Control Board, Division of Drinking Water 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 sets forth the mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency or service disruption; and

WHEREAS, State California Office of Emergency Services (OES) regulates the SEMS/NIMS program, and 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 Jurupa Community Services District at www.jcsd.us

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.

AGREEMENT

1. Purpose and Scope

- a. This Agreement is intended to facilitate voluntary mutual aid and assistance between participating agencies during emergencies or service disruptions impacting water or wastewater systems, facilities, or operations, including the provision of personnel, equipment, materials, and technical expertise.

2. Definitions

- a. *“Requesting Agency”* means a participating agency requesting assistance under this Agreement.
- b. *“Responding Agency”* means a participating agency providing assistance.
- c. *“Emergency or Service Disruption”* means an unforeseen natural or human-caused event resulting in loss of service, infrastructure damage, or operational impairment. Disaster examples include, but are not limited to, earthquakes, floods, fire, infrastructure failures, sewer system overflow, terrorism, criminal activity, supply shortage, pandemic or other regional disaster

3. Mutual Aid Obligations

- a. Mutual aid under this Agreement is voluntary and subject to the availability of personnel, equipment, and resources of the Responding Agency. No agency shall be required to provide assistance that would compromise its ability to serve its own jurisdiction.

4. Requests and Activation

- a. Requests for assistance may be made verbally or electronically specifying the type, scope, and anticipated duration of assistance. These requests can be sent directly to parties signed to this agreement, the ERNIE Steering Committee shall be notified by the requesting party during the request process.
- b. If Requesting Party makes the original request verbally or by telephone, the request must be followed up electronically in writing. Requesting Party may deliver the written request to Responding Party via email, fax. Text messages from mobile devices do not satisfy this writing requirement. The purpose of this provision is to document mutual aid requests and responses to address cost allocations that arise in performance of this Agreement.

- c. Following the first 48 hours of an emergency, Requesting Party shall provide a specific written work request, budget and information as to the point person, all as required herein.
- d. Upon receiving the mutual aid request, Responding Party shall designate a single point person who is responsible for managing the mutual aid request of Requesting Party. Responding Party's point person shall direct the disposition and utilization of Responding Party's personnel, equipment, materials and other resources furnished in response to the mutual aid request.

5. Command and Control

- a. The Requesting Party shall retain overall management of the incident consistent with SEMS and NIMS. Personnel and resources provided by a Responding Agency shall remain under the administrative control of the Responding Agency.
- b. The Requesting Party shall release the personnel, equipment, materials and resources furnished in response to the request for mutual aid when no longer needed, or when Responding Party requires return or as required by law.

6. Cost Recovery

- a. Unless otherwise agreed, the Requesting Agency shall reimburse the Responding Agency on a time-and-materials basis for direct costs incurred, consistent with applicable law and reimbursement requirements
- b. Requesting Party agrees to pay, on a time and materials basis, which shall be calculated based on all direct, indirect, administrative and contracted costs incurred, plus overhead, by Responding Party because of providing assistance pursuant to this Agreement. Said calculation shall be based upon Responding Party's cost of service or charges for personnel and overhead, equipment, materials and other resources at the current rate. Responding Party will provide a current rate schedule to Requesting Party no later than two (2) business days after providing initial emergency assistance. The Parties will only request reimbursement for direct costs incurred and not for additional fees, charges, overhead, administrative or mark-up costs.
- c. Responding Party shall provide Requesting Party a detailed invoice for the cost of the mutual aid services. The detailed invoice shall include personnel assigned classification, dates and hours worked, hourly billing rate, equipment used, materials provided, and a summation of total costs incurred. Requesting Party shall immediately notify Responding Party of any dispute with the information in the detailed invoice. The Parties shall engage in good faith efforts to resolve any such dispute. Payment shall be made to Responding Party by Requesting Party within forty-five (45) days after receipt of a detailed invoice. Requesting Party will pay the amount of any applicable sales or use tax imposed by the State of California, or any political subdivision or municipality thereof, to Responding

Party in addition to the prices in a current rate schedule provided by Responding Party in the applicable request.

- d. Subject to the procedures set forth in this Agreement for requests, responses, rate schedules and invoicing, the total payment for all work and services in aggregate to both Parties under this Agreement shall not exceed an amount of one million dollars (\$1,000,000) during the initial term of this Agreement unless agreed to in writing by the Parties.

7. Liability and Insurance

- a. To the extent permitted by law, the Requesting Agency shall indemnify and hold harmless the Responding Agency except in cases of gross negligence or willful misconduct. Each agency shall maintain insurance appropriate to its operations, including workers' compensation and general liability coverage.
- b. Except as otherwise specifically set forth in this Agreement, Requesting Party will pay for any damage to the equipment and material provided by the Responding Party that occurs during the requested assistance period.
- c. The Parties shall maintain insurance for general liability, property damage and loss, and Workers' Compensation in the amounts and coverages applicable to the activities to be performed under this Agreement
- d. Without limiting the scope of the rest of the provisions of this Agreement, Responding Party agrees to assume the risk of loss and to indemnify and hold harmless Requesting Party from any and all claims, liability, or damages for personal injury or property damage incurred by Requesting Party as a result of any defect or dangerous condition of any structures, facilities, tools, vehicles, equipment, machinery, materials, personal property or other items supplied to Requesting Party or used by Responding Party.
- e. Responding Party agrees to assume the risk of loss and to indemnify and hold harmless Requesting Party from any and all claims, liabilities or damages for personal injury or property damage incurred by any third person, or entity, not a party to this Agreement, as a result of any defect or dangerous condition of any structures, facilities, tools, vehicles, equipment, machinery, materials, personal property or other items, supplied to Requesting Party or used by Responding Party.

8. Contact Information

- a. Each Party shall provide the name(s), email address(es), telephone number(s), and title(s) of the responsible employee(s) authorized to request or respond to requests for mutual aid assistance. The Parties further agree to update contact information on an annual basis and/or when the applicable Party makes any changes or updates.

9. Assignment Forbidden

- a. No Party may assign, transfer, or convey any rights, obligations, title, or interest in all or any part of this Agreement, without the prior written consent of the other Party.

10. Severability

- a. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

11. Jurisdiction and Venue

- a. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. All Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Riverside County, California or San Bernardino County, California.

12. Entire Agreement

- a. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, there will be no modification or alteration to this Agreement without formal amendment thereto.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the _____

(Agency Name)

agrees to become a party to the ERNIE, 2006 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the Articles of Agreement to:

Dave Smith, Jurupa Community Services District Safety and Emergency Response Officer at
dsmith@jcsd.us

As of October 2023

Governmental Organizations:

Bighorn Desert View Water Agency
City of Banning, Water Division
City of Beaumont, Wastewater Division
City of Big Bear, Department of Water and Power
City of Corona, Department of Water and Power
City of Redlands, MUED
City of Riverside Public Works & Public Utilities
City of San Bernardino Water Department
East Valley Water District
Eastern Municipal Water District
Elsinore Valley Municipal Water District
Hi-Desert Water District
Home Gardens County Water District
Joshua Basin Water District
Jurupa Community Services District
Lake Hemet Municipal Water District
Monte Vista Water District
Rancho California Water District
Riverside Highland Water Company
Rubidoux Community Services District
San Antonio Water Company
San Bernardino Valley Municipal Water District
San Manuel Band of Mission Indians
Santa Ana Watershed Project Authority
Twentynine Palms Water District
West Valley Water District
Western Heights Water District
Western Municipal Water District
Yucaipa Valley Water District

EXHIBIT A

EMERGENCY SERVICES AND RELATED SUPPORT

The services and support provided by Responding Party to Requesting Party shall be emergency type services or routine type services covering the following sub-elements:

1. Incident command or support;
2. Subject Matter Expertise related to but not limited to automation and electrical services, construction, collections, production, distribution, mechanical services, wastewater treatment, or water quality;
3. Machining, fabrication, and/or welding, of various water or wastewater treatment, conveyance and distribution parts, pipes, and equipment;
4. Refurbishment or repair of various water or wastewater treatment, conveyance, and distribution equipment; and
5. Heavy Equipment and operation.
6. The Responding Party will provide food, water, transportation, fuel, and shelter materials, as applicable and as requested, to the Requesting Party.

E.R.N.I.E.

Emergency Response Network of the Inland Empire

The Emergency Response Network of the Inland Empire facilitates public agency preparedness for, response to and recovery from local and regional disasters to ensure the delivery of critical public services through mutual aid, communications and compliance with state and federal emergency standards.

December 22, 2014

Bighorn Desert View Water Agency
Marina West
622 S Jimenez Trail
Yucca Valley, CA 92284

**ERNIE
Steering Committee
Members**

Cecilia Contreras
East Valley Water District
(909) 885-4900

Mitch Curtis
West Valley Water District
(909) 875-7284

John Hull
Yucaipa Valley Water
District
(909) 322-3932

Jason Jolley
City of Riverside,
Public Works
(951) 351-6140

Dave Smith
Jurupa Community
Services District
(951) 685-7434

Sean McCarthy
State Water Resources
Control Board
(909) 388-2602

Dear ERNIE member,

This letter serves as the official ballot form for the ERNIE Agreement, Articles of the Agreement, and the Operational Plan.

Please choose an option below:

☒ Yes, I agree to the changes made to the ERNIE Agreement, Articles of Agreement, and Operational Plan.

☐ No, I do not agree to the changes made to the ERNIE Agreement, Articles of Agreement, and Operational Plan.

Marina D. West, PG. - General Manager
Name of Person and Title who completed this form

Each signed member agency may submit one ballot, one vote by Friday, January 23, 2015. Please send completed form to Cecilia Contreras at ccontreras@eastvalley.org or by fax to 909/889-5732.

If you have any questions regarding this ballot form, please feel free to contact any of the ERNIE Steering Committee members.

Sincerely,
ERNIE Steering Committee

Enclosed:

1. Summary of changes
2. ERNIE Agreement
3. ERNIE Articles of Agreement
4. ERNIE Operational Plan

Summary of changes

Agreement:

Page 1 - First paragraph, changed California Department of Public Health to State Water Resources Control Board, Division of Drinking Water

Page 2 - Changed the mailing address for the agreement from PO Box 3427, San Bernardino, CA 92413 to 31111 Greenspot Road, Highland, CA 92346

Page 3 - Added San Antonio Water Company to the member list

Articles of the Agreement:

Page 1 - Article II, changed California Department of Public Health to State Water Resources Control Board, Division of Drinking Water

Operational Plan:

Page 4 - ERNIE Steering Committee, changed the Representative from California Department of Public Health to State Water Resources Control Board, Division of Drinking Water

Added page numbers to the document

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

WHEREAS, the State Water Resources Control Board, Division of Drinking Water 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 attached hereto and incorporated herein sets forth the mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State California Office of Emergency Services (OES) regulates the SEMS/NIMS program, and 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.

**ERNIE Member List
As of July 2013**

Governmental Organizations:

Bighorn Desert View Water Agency
City of Banning
City of Big Bear, Department of Water and Power
City of Corona, Department of Water and Power
City of Riverside Public Works & Public Utilities
City of San Bernardino Water Department
East Valley Water District
Eastern Municipal Water
Elsinore Valley Municipal Water District
Hi-Desert Water District
Home Gardens County Water District
Jurupa Community Services District
Lake Hemet Municipal Water District
Riverside Highland Water Company
Rubidoux Community Services District
San Antonio Water Company
San Bernardino Valley Municipal Water District
San Manuel Band of Mission Indians
Santa Ana Watershed Project Authority
West Valley Water District
Western Municipal Water District
Yucaipa Valley Water District

**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 State Water Resources Control Board, Division of Drinking Water. 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

Revised December 2014

Revised Dec 2013, Effective February 2014

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 part 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)

ERNIE

Emergency Response Network of the Inland Empire

The Emergency Response Network of the Inland Empire facilitates public agency preparedness for, response to and recovery from local and regional disasters to ensure the delivery of critical public services through mutual aid, communications and compliance with state and federal emergency standards.

- ❖ The activities of the ERNIE Steering Committee and involvement of the Member Agencies to organize activities, plans, and resources to ensure the success of the ERNIE group and Mutual Aid Agreement during a disaster.
- ❖ Represent the Member Agencies for the purpose of integrating ERNIE in emergency planning and response to the State of California Emergency Management Agency (Cal EMA), Counties of Riverside and San Bernardino.

Operational Plan

November 10, 2010

Revised August 2013

Revised July 2014

Definitions

Associate Member - Any Organization (Government or Non-Government) that is not a Water or Wastewater Purveyor who participates in ERNIE.

AWWA - American Water Works Association

CAHAN - California Health Alert Network

Cal EMA - California Emergency Management Agency

Cal WARN-California Water/Wastewater Agency Response Network

EOC - Emergency Operations Center

EPA - Environmental Protection Agency

ERP- Emergency Response Plan

ERNIE - Emergency Response Network of the Inland Empire

FEMA - Federal Emergency Management Agency

ICS - Incident Command System

IC – Incident Commander

Member Agency - A Member Agency may be any water/wastewater public or private agency that signs the ERNIE Mutual Aid Agreement. The Member Agency will identify an Authorized Official and alternates to manage its participation in ERNIE and response to possible requests. Member Agencies are encouraged to participate in meetings, trainings, exercises and other activities. Member Agencies are eligible to participate in committee activities to support ERNIE. Each Member Agency has one (1) vote on all ERNIE related matters.

NIMS - National Incident Management System

PIO – Public Information Officer

Requesting Agency- Any Member Agency who requests assistance under the ERNIE Mutual Aid Agreement.

Responding Agency- Any Member Agency that responds to a request for assistance under the ERNIE Mutual Aid Agreement.

SEMS - Standardized Emergency Management System

Operational Plan

SECTION ONE: ORGANIZATION

Member Agency

A Member Agency may be any water/wastewater public or private agency that signs the ERNIE Mutual Aid Agreement. The Member Agency will identify an Authorized Official and alternates to manage its participation in ERNIE and response to possible requests. Member Agencies are encouraged to participate in meetings, trainings, exercises and other activities. Member Agencies are eligible to participate in committee activities to support ERNIE. Each Member Agency has one (1) vote on all ERNIE related matters.

Member Agency responsibilities:

- Volunteer to support the pre-emergency organization of ERNIE, as available (mutual aid).
- Identify an Authorized Official and alternate(s) to be responsible for:
 - Requesting Assistance
 - Offering Assistance
 - Refusing Assistance
 - Withdrawing Assistance
- Provide ERNIE with contact information for their Authorized Official and their alternates, including 24-hour access.
- Maintain current resource information made available by the agency for mutual aid and assistance response, as allowed by agency policy.
- Print a hard copy of the ERNIE resources from the ERNIE Database on a periodic basis (e.g. every six months) to ensure the information is available when a power loss disrupts computer access.
- Update the contact and other database information annually or as changes occur.
- Attend ERNIE trainings, exercises, and general meetings.
- Clarify and train Agency staff on reporting, communications and coordination procedures with the ERNIE Chair or the ERNIE On Call Person.
- Designate persons for training and service in the San Bernardino and Riverside County Operational Areas EOC Water/Wastewater Desk.
- Identify internal policy and procedures for how or when the Authorized Official (or alternate) may request or send mutual aid/assistance.
- Review the ERNIE Operational and Communications Plan and incorporate appropriate portions into the Agency's Emergency Response Plan (ERP).

Associate Member

Any Organization (Government or Non-Government) that is not a Water or Wastewater Purveyor who participates in ERNIE and can be voted in as an Associate Member. All Associate Members will not be considered a voting member.

An Associate Member is encouraged to identify a representative and alternates to participate in ERNIE and responds to possible requests. Associate agencies are encouraged to participate in meetings, trainings, exercises and other activities. Associate Agencies are eligible to participate in Subcommittee activities to support the ERNIE group but will not have a voting interest.

ERNIE Steering Committee

The ERNIE Steering Committee is composed of six (6) standing members, five of which must be voting members from the Member Agencies.

- ERNIE Chair
- Vice Chair
- Secretary
- Member Agency (2)
- Representative from State Water Resources Control Board, Division of Drinking Water (non-voting member)

Under the leadership of the ERNIE Steering Committee, they are responsible for the following actions:

- Organize and coordinate emergency planning and response activities.
- Encourage the active participation of Member Agencies.
- Establish regular meeting schedules to maintain continuity of Member Agencies.
- Establish general meeting agenda
- Establish the policy and procedures for ERNIE
- Establish a budget for ERNIE
- Establish a Training and Exercise Plan Schedule
- Maintain the Operational Plan for implementing the ERNIE Agreement.

Subcommittees may be appointed to address such issues as Operational Plan, Training, Exercises and other activities. ERNIE Member Agencies are encouraged to volunteer to serve on one or more subcommittees and should contact the Chair to inform them of an interest to participate. The ERNIE Steering Committee approves the creation of and membership in the subcommittees.

Any changes to the function or ERNIE Agreement will be taken to the membership of ERNIE by the Steering Committee.

SECTION TWO: TRAINING AND EXERCISES

ERNIE recommends ongoing training to ensure a common knowledge base of how agencies will work together to request or provide resources in an emergency. Each Member Agency is responsible to ensure designated employees:

- Understand the ERNIE Mutual Assistance Agreement and the Articles of the Agreement
- Review the ERNIE Operational Plan
- Understand the Website, I-INFO Database, CAHAN and the ERNIE Communication Plan

- Understand the AWWA Resource Typing Manual
- Review the utility's safety procedures and ERP

Some of the training concerning Incident Command System (ICS) and National Incident Management System (NIMS) is available online through the FEMA Emergency Management Institute, EPA, and American Public Works Association websites. Training on the Standardized Emergency Management System (SEMS) must follow the Approved Course of Instruction and may be found on the California Emergency Management Agency (Cal EMA) website at www.calema.ca.gov under the training tab.

Each Member Agency should implement the NIMS and SEMS training requirements in accordance with State and Federal Regulations.

Exercises

The purpose of the ERNIE exercise program is threefold:

- Test the ERNIE Operational Plan and communication protocols
- Train Members to use the ERNIE Operational Plan, forms, checklists, and communication protocols in order to request or provide mutual assistance when needed
- To comply with State and Federal regulations.

For ERNIE exercises, the emphasis focuses on interagency cooperation. ERNIE can also participate in county, regional, or state exercises, either as a utility requesting resources or as a lending utility.

Ideally, the exercises should increase in complexity. The annual exercise could tie in with a multi-jurisdiction exercise or with an exercise that a Member Agency conducts; it does not have to be one that is purely developed by ERNIE.

Similar to a real event, ERNIE may conduct and participate in exercises via teleconferences, e-mail, or web conferencing that enables sharing documents and maps in real time as well as telephone participation.

SECTION THREE: ERNIE COMMUNICATIONS

In the event of an emergency, ERNIE Member Agencies and Associate Members will attempt to use all normal channels of communications to include landline, cell phone, emails, business band radio and CAHAN. However, in the event of a disaster, where all normal lines of communication are rendered useless and there is *absolutely* no other means of communications, Member Agencies and Associate Members will use the ERNIE Communication Plan (Appendix B). The ERNIE Communication Plan establishes an Amateur (HAM) Radio Communications Plan for the Member Agencies and Associate Members of ERNIE to be implemented in the event of a disaster.

SECTION FOUR: NOTIFICATION OF ERNIE

A pre-established notification policy can complement and enhance local capabilities to prepare and respond to a broad range of threats, both natural and man made. Communicating information with ERNIE will enhance the flow of information to the Member Agencies, Associate Members, and the emergency management authorities to assist in the flow of resources to the Agencies in need.

Who Notifies

All Member Agencies will notify the ERNIE Chair or the ERNIE On Call Designee immediately following any event in their general region that may have a consequence or likely cause damage. The ERNIE Chair or the ERNIE On Call Designee will collect the information from the effected agencies and act as a liaison between the Member Agencies and the State of California Emergency Management Agency (Cal EMA), State Water Resources Control Board, Division of Drinking Water California Department of Water Resources, California Environmental Protection Agency, State Water Resources Control Board, and Cal WARN.

The notification can be facilitated by using “Appendix A” ERNIE Emergency Notification Form.

Events may include but are not limited to the following:

- Earthquake
- Flood /Storm
- Wildfire
- Power failure
- Dam failure
- Major Sewer issues
- Major Water Systems failures
- Any Boil Water Notice/Do Not Drink Notice is issued
- Acts of Terrorism

SECTION FIVE: ERNIE ACTIVATION

Activation occurs when a Member Agency calls the ERNIE Chair or the ERNIE On Call Designee to request Mutual Aid and discuss the exchange of resources. Once the resource needs are identified and it is determined that the best option is to utilize resources through ERNIE, the following protocol should be considered.

Who Activates ERNIE

Any Member Agency to the ERNIE Agreement can determine that they require assistance of another Member Agency and request activation of the ERNIE Agreement.

What is activated?

A Member Agency utilizes the ERNIE Agreement and is referred to thereafter as the Requesting Agency. The Agreement provides the terms of reimbursement to the Responding Agencies and release of liabilities for services provided.

Once a Member Agency has recognized the need to activate the ERNIE Agreement, verbal notification should be confirmed with a written communication utilizing the ERNIE Emergency Notification form. (Complete Appendix A: ERNIE Emergency Notification Form)

SECTION SIX: RESPONSE CONSIDERATIONS

Upon agreement of two or more Member Agencies to share their resources both the Requesting Agency and the Responding Agency have responsibility for ensuring the safe and effective use of their resources. This section provides basic considerations for response based on lessons learned from previous disasters.

Requesting Agency

Following ICS practices, the Requesting Agency is responsible to:

- Assign a Mutual Aid Coordinator to address care, feeding, and other support for incoming mutual aid if needed.
- Notify local emergency management coordinating partners, all law enforcement agencies coordinating checkpoints, and the Operational Area of the incoming mutual aid.
- Identify a Staging Area and assign a Staging Area Manager for incoming mutual aid.
- Identify work assignments for the incoming mutual aid.
- Consider how to integrate incoming mutual aid resources with existing workforce.

Demobilization:

- Develop a demobilization plan that includes protocols that identify release priorities and procedures. This should include internal resources, mutual aid resources, and any contracted resources.
- Capture personnel evaluations and identify future tactical resource needs. This should be conducted by both the Requesting Agency prior to releasing the personnel, as well as by the Responding Agency once their personnel have returned.

Responding Agency

Following ICS practices, the Responding Agency is responsible to:

- Identify supervisors and staff to respond to the Requesting Agency. Consider which employees can adapt to the environment of the event, including physical and mental health impacts.
- Determine the Communications Plan between supervisor of the responding teams and the Responding Agency.
- Conduct a deployment briefing with all staff on the responding crews. Include the following concepts:
 - ICS refresher courses and command structure of incident if known.
 - Pre-deployment health and safety considerations, including but not limited to immunizations, special tools or clothing.

- Environmental conditions onsite.
 - Care and shelter arrangements.
 - Rules of conduct during deployment, including but not limited to activities allowed after work hours.
- Inform Requesting Agency of the responding team's deployment and estimated time of arrival.

Demobilization:

- Write a demobilization plan on how to coordinate the return of resources.
- Capture personnel evaluations and identify future tactical resource needs. This should be conducted by both the Requesting Agency prior to releasing the personnel, as well as by the Responding Agency once their personnel have returned.

While preparing to demobilize and prior to leaving, the Responding Agency's team is responsible to:

- Deliver documentation collected during response to the Requesting Agency.
- Return any sensitive or confidential information to the Requesting Agency.
- Collect all information on costs and process it through the Requesting Agency Finance and Administration Function. Keep copy of all cost documentation for Responding Agency. Information includes:
 - Injury reports
 - Timesheets
 - Material purchased
 - Equipment used

The Responding Agency will prepare appropriate invoices according to the ERNIE Agreement.

Appendix A: ERNIE Emergency Notification Form

Purpose: Provide information regarding emergency, sense of urgency and conditions.

Used By: Authorized Official of a Member Agency that needs mutual aid.

Instructions: Complete form by checking boxes or circling where appropriate. Provide level of detail available and to the local emergency management authority and the ERNIE Steering Committee.

Incident Name:

Date/Time:

Member Agency Name:

City and County:

Member Utility Phone Number:

Authorized Official Name:

Title:

Cell Number:

Office Phone Number:

Satellite Phone Number:

Ham Radio Call Numbers:

E-mail:

Fax Number:

General Location of Emergency:

Agencies Responding:

Declaration of Emergency: Yes or No

If Yes, when and by whom:

Single Resource	Team	Kind	Type
Resources Requested (Following the AWWA Resource Typing Manual):			
<div><div># of Customers Affected:</div><div>Operational Status:<ul style="list-style-type: none">Boil Water Notice/AdvisoryDo Not Use Notice/AdvisoryDo Not Drink/Advisory</div></div>			
Describe Damage:			
<div><div>☐ Other</div><div>☐ Water Aqueduct System</div><div>☐ Water Supply</div><div>☐ Water Distribution System</div><div>☐ Storage</div><div>☐ Treatment (potable or wastewater)</div><div>☐ Waste Collection</div></div>			
Damage (check all that apply)			
<div><div>☐ Major System Failure</div><div>☐ Other</div><div>☐ Flood/Storm</div><div>☐ Power failure</div><div>☐ Sewer issues</div><div>☐ Contamination</div><div>☐ Earthquake</div><div>☐ Fire</div></div>			
Type of Incident (check all that apply)			

Estimated Time Teams are Needed for Repairs:

Staging Area Reporting Location (address):

Contact at Reporting Site Staging Area:

Name:

Title:

Cell Phone:

Other Communications:

Form Completed By Requesting Agency

Authorized Official:

Name:

Title:

Phone Number:

Cell Phone:

Signature:

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
PLANNING/ENGINEERING/LEGISLATIVE/GRANT
AGENDA ITEM SUBMITTAL**

Meeting Date: April 15, 2010

To: Planning/Engineering/Legislative/Grant
Standing Comm. of Board of Directors

Budgeted: N/A
Budgeted Amount: N/A
Cost: N/A
Funding Source

From: Marina D. West

General Counsel Approval: N/A
CEQA Compliance: N/A

Subject: Emergency Response Network of the Inland Empire (ERNIE); 2006
Omnibus Mutual Assistance Agreement and California
Water/Wastewater Agency Response Network (CalWARN)
Participation

SUMMARY

California Water/Wastewater Agency Response Network (CalWARN) and the Emergency Response Network of the Inland Empire (ERNIE) has been formed to provide mutual aid in the event of a disaster. Currently Bighorn Desert View Water Agency has no formal arrangement outlining mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency. CalWARN is a state-wide resource while ERNIE has been developed to satisfy this need in this local region of the state. Participation in both is recommended.

RECOMMENDATION

That the Committee review the information, receive public input and formulate a recommendation to the full Board on April 27, 2010.

BACKGROUND/ANALYSIS

The Emergency Response Network of the Inland Empire (ERNIE) has been formed to provide mutual aid in the event of a disaster. Currently Bighorn Desert View Water Agency has no formal arrangement outlining mutual covenants and agreements for agencies to provide mutual assistance to one another in time of emergency. ERNIE has been developed to satisfy this need in this region of the state.

California Water/Wastewater Agency Response Network (CalWARN) is a state-wide emergency response network which also enables mutual assistance in the event of an emergency. There is no cost to the Agency to join CalWARN.

PRIOR RELEVANT BOARD ACTION(S)

8/26/2008 08R-08 Resolution approving the integration of the National Incident Management System (NIMS) into Bighorn Desert View Water Agency Emergency Management System.

**EMERGENCY RESPONSE NETWORK OF THE INLAND
EMPIRE (ERNIE)**

2006 Omnibus Mutual Assistance Agreement

Articles of Agreement

**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 (ERNIE) 2006 OMNIBUS MUTUAL ASSISTANCE AGREEMENT attached hereto and incorporated herein sets forth the mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State California Office of Emergency Services (OES) regulates the SEMS/NIMS program, and this agreement is consistent with Standardized Emergency Management System (SEMS) 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 _____

(Agency Name)

agrees to become a party to the ERNIE, 2006 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the Articles of Agreement to:

Gary Sturdivan

East Valley Water District

P.O. Box 3427

San Bernardino, CA 92413

(909) 888-8986 extension 4087

**ERNIE Member List
As of January 19, 2010**

Governmental Organizations:

California Department of Public Health
City of Big Bear, Department of Water and Power
City of Corona, Department of Water and Power
City of Redlands Municipal Utilities Department
City of San Bernardino Water Department
City of San Bernardino Municipal Water Department
City of Riverside Public Works
East Valley Water District
Eastern Municipal Water
Elsinore Valley Municipal Water District
Jurupa Community Services District
Riverside Highland Water Company
San Bernardino County Sheriff's Department
San Bernardino Valley Municipal Water District
San Manuel Band of Mission Indians
Western Municipal Water District
Yucaipa Valley Water District

Non-Governmental Organizations (NGOs):

Risk Management Professionals
SRM Associates, Inc.

**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 administration of the Emergency Response Network of the Inland Empire (ERNIE) will be through The East Valley Water District and The City of San Bernardino Municipal Water Department.

The ERNIE will be established by representatives from the signatory agencies in the region. A chair and co-chair will be elected and act as administrators. ERNIE will sponsor a monthly meeting for signatory agencies, maintain a database of all agencies who 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 CUEA Utility Operation Center 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 the East Valley Water District.

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)

**CALIFORNIA WATER/WASTEWATER AGENCY
RESPONSE NETWORK (CalWARN)**

Introductory Information

2007 Omnibus Mutual Assistance Agreement

Articles of Agreement

Articles of Agreement
California Water/Wastewater Agency Response Network
WARN 2007 Omnibus Mutual Assistance Agreement

This AGREEMENT is made and entered into by those water and wastewater utilities which 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 water and wastewater utilities 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.
PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public and private, in the State of California.

ARTICLE II.
DEFINITIONS

- A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this.
- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause impact to the operations of a member utility's 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 material, 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 Member and requires mutual assistance.
- C. **Member** – Any public or private water or wastewater utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this, the California Water/Wastewater Agency Response Network (CalWARN) Agreement.
- D. **Associate Member** – Any non utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public

Health, or associations, who are members of the Regional or State Steering Committees and do not officially sign the WARN agreement.

E. **Confidential Information** - Any document shared with any signatory to 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 a Member or Associate Member.

F. **Non-Responding Member** - A Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and Assistance Program.

H. **Responding Member** – A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

I. **Period of Assistance** – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.

J. **National Incident Management System (NIMS)** - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

K. **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.

ARTICLE III.

ADMINISTRATION

The administration of the Water/Wastewater Agency Response Network (WARN) will be through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee (SSC).

The WARN RSCs will be established by representatives from the Members in that region. A chair and co-chair will be elected and act as administrators for that region. The chair will represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for Members, maintain a data base of all water and wastewater utilities who have signed this Agreement, and meet as a committee to address concerns and procedures for requesting mutual assistance in that region. The regions will be comprised of one or more of the six Office of Emergency Services (OES) mutual aid regions.

The WARN SSC will include the chairs of the regional steering committees, and a representative from the California Department of Public Health (CDPH), California Utilities Emergency Association (CUEA), Department of Water Resources (DWR), the American Water Works Association (AWWA) Emergency Planning Committee, California Rural Water

Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC will identify a Chair for the purpose of leading the SSC and act as a point of contact for the WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating utilities. The database will be maintained on the WARN website, managed by a volunteer Member, as appointed by the SSC.

ARTICLE IV. PROCEDURES

- A. In coordination with the Regional Steering Committees, emergency management and public health system of the state, the State Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), reviewed at least annually and updated as needed by the State Steering Committee.
- B. Requests for emergency assistance under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.
- C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the CUEA Utility Operation Center to ensure maximum effectiveness in allocating resources to the highest priority needs.

ARTICLE V. REQUESTS FOR ASSISTANCE

In general, assistance will be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when Responding Member 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 Member shall not be held liable for failing to provide assistance. A potential Responding Member has the absolute discretion to decline to provide any requested assistance.

- A. **Member Responsibility** - Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the utility for mutual aid and assistance response, as allowed by utility policy. Such information shall be updated annually or as changes occur (whichever is sooner), provided to the State Steering Committee, and uploaded into the statewide database.
- B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall also be prepared in writing and submitted to the participating Member as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures developed under Article IV.

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
 2 request. After a Member receives a request for assistance, the Authorized Official evaluates
 3 whether or not to respond, whether resources are available to respond, or if other
 4 circumstances would hinder response. Following the evaluation, the Authorized
 5 Representative shall inform, as soon as possible, the Requesting Member whether it will
 6 respond. If the Member is willing and able to provide assistance, the Member shall inform
 7 the Requesting Member about the type of available resources and the approximate arrival
 8 time of such assistance.
 9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
 11 does not create any duty to respond to a request for assistance. When a Member receives
 12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
 13 whether or not to respond, or the availability of resources to be used in such response. An
 14 Authorized Member's decisions on the availability of resources shall be final.
 15

16
 17 **ARTICLE VI.**
 18 **RESPONSE COORDINATION**
 19

20 When providing assistance under this Agreement, the Requesting Member and Responding
 21 Member shall be organized and shall function under the Standard Emergency Management
 22 System and National Incident Management System protocols and procedures.
 23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
 25 to participate and the resources that are available.
 26
- 27 B. **Control** – While employees so provided may be under the supervision of the
 28 Responding Member, the Responding Member's employees come under the direction
 29 and control of the Requesting Member, consistent with the NIMS Incident Command
 30 System to address the needs identified by the Requesting Member. The Requesting
 31 Member's Authorized Official shall coordinate response activities with the designated
 32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
 33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
 34 designated supervisor(s) must keep accurate records of work performed by personnel
 35 during the specified Period of Assistance.
 36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
 38 and shelter for Responding Member personnel. If the Requesting Member is unable to
 39 provide food and shelter for Responding Member personnel, the Responding Member's
 40 designated supervisor is authorized to secure the resources necessary to meet the needs of
 41 its personnel. Except as provided below, the cost for such resources must not exceed the
 42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
 43 per diem rates for the area, the Responding Member must demonstrate that the additional
 44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
 45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
 46 Member for all reasonable and necessary costs associated with providing food and shelter,
 47 if such resources are not provided.
 48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
 50 with radio equipment as available, or radio frequency information to program existing radio,
 51 in order to facilitate communications with local responders and utility personnel.

- 1
- 2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
- 3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
- 4 their respective jurisdictions.
- 5
- 6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
- 7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
- 8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
- 9 credentials during the specified Period of Assistance.
- 10
- 11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
- 12 right to withdraw some or all of its resources at any time for any reason in the Responding
- 13 Member's sole and absolute discretion. Notice of intention to withdraw must be
- 14 communicated to the Requesting Member's Authorized Official as soon as soon as is
- 15 practicable under the circumstances.
- 16
- 17

ARTICLE VII. COST REIMBURSEMENT

18
19
20 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- 21
- 22
- 23
- 24
- 25 A. **Personnel** – Responding Member will make such employees as are willing to
- 26 participate available to Requesting Member at Requesting Member's expense equal to
- 27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
- 28 wage plus fringe benefits and overhead, and consistent with Responding Member's
- 29 collective bargaining agreements or other conditions of employment. All costs incurred
- 30 for work performed during the specified Period of Assistance will be included. The
- 31 Requesting Member shall be responsible for all direct and indirect labor costs.
- 32
- 33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
- 34 and generators, shall be at Responding Member's current equipment rate and subject to the
- 35 following conditions: The Requesting Member shall reimburse the Responding Member for
- 36 the use of equipment during the specified Period of Assistance, including, but not limited to,
- 37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
- 38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
- 39 Member as soon as is practicable and reasonable under the circumstances.
- 40 (a) At the option of Responding Member, equipment may be provided with an
- 41 operator.
- 42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
- 43 of an oral or written request for return.
- 44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
- 45 maintenance for furnished equipment.
- 46 (d) Responding Member's cost related to the transportation, handling and
- 47 loading/unloading of equipment shall be chargeable to Requesting Member.
- 48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
- 49 or while in the custody and use of Requesting Member, Requesting Member shall
- 50 reimburse Responding Member for the reasonable cost of repairing said damaged
- 51 equipment. If the equipment cannot be repaired, then Requesting Member shall

reimburse Responding Member for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Member. If Responding Member must lease a piece of equipment while Requesting Member equipment is being repaired or replaced, Requesting Member shall reimburse Responding Member for such lease costs.

- C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member 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 Responding Member in a clean, damage-free condition shall not be charged to the Requesting Member and no rental fee will be charged; otherwise, they shall be treated as expendable supplies. Supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member shall send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member agrees to reimburse the Responding Member within 60 days from receipt of an invoice for assistance provided under this Agreement. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member 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 Member.
- E. **Records** - Each Responding Member and its duly authorized representatives shall have access to a Requesting Member'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. Each Requesting Member and its duly authorized representatives shall have access to a Responding Member'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. 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 Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

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

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of 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 all Members 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 XI.
WORKER'S COMPENSATION CLAIMS

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

ARTICLE XII.
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 Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent allowed by law, any Member or Associate Member 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 Member pursuant to this Agreement. If any Member, Associate Member, or third party requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information provided to it under this Agreement, the Member or Associate Member 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 XV.
EFFECTIVE DATE

This Agreement shall take effect for a new party immediately upon its execution by said party.

ARTICLE XVI.
WITHDRAWAL

Any party may terminate its participation in this Agreement by written notice to the Chair of the appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

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 Members within each region and unanimous agreement among the regions. The State Steering Committee 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 XVIII.
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 XIX.
PRIOR AGREEMENTS**

To the extent that prior agreements among signatories to this Agreement for mutual assistance are inconsistent with this Agreement, such agreements are hereby superseded. This Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.

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

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

**ARTICLE XXI.
TORT CLAIMS**

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

**ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members 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.

**BIGHORN-DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: October 20, 2026

To: Board of Directors

Budgeted: Within current budget

Budgeted Amount: N/A

Cost: ~\$450 FY 26/27

From: Jennifer Cusack

General Counsel Approval: Yes

CEQA Compliance: N/A

Subject: Approve Amendment to the Employee Handbook to at Section 4.10, Bilingual Pay

RECOMMENDATION

Staff recommends the Board adopt Resolution 26R-XX Amending the Employee Handbook to add Section 4.10, Bilingual Pay

BACKGROUND/ANALYSIS

This item was brought to the FPREP Committee in September, and it was recommended to bring to the whole board for approval. Additional information was requested, including information about other agencies that offer the same stipend and testing protocols that do not rely on subjective determination. We believe the revised Resolution addresses the concerns of the committee and will allow for reasonable compensation for dual language that benefits the Agency and its customers.

Hi-Desert Water District offers the following:

§ 3.40.120 Bilingual pay.

A.

Eligibility. Regular full-time employees who demonstrate, to the satisfaction of the district, the ability to communicate in a foreign language will receive a stipend in the amount of \$25.00 per pay period. These employees may be required to communicate with customers, review literature that has been translated by third parties, and/or to translate simple documents from a foreign language to English or vice versa. Employees who wish to receive bilingual pay must apply by submitting the bilingual pay form to the human resources department. Employees who do not pass to the district's satisfaction in the initial language evaluation may reapply to be evaluated after six months.

B.

Effective Date. The employee will receive a salary increase beginning the first day of the next full pay period after receiving a passing score in the foreign language evaluation.
(Res. 24-07)

The amount proposed matches the HDWD offering and adds language about the testing. Attached are samples of testing services that are available to determine competency. This resolution has been reviewed by our legal counsel and staff. At this time, we recommend approval of the Resolution to add 4.10 – Bilingual Pay to the Employee Handbook.

RESOLUTION NO. 26R-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BIGHORN-DESERT VIEW WATER AGENCY
AMENDING THE EMPLOYEE HANDBOOK TO ADD SECTION 4.10, BILINGUAL PAY**

WHEREAS, the Board of Directors desires to recognize employees whose language skills support Agency customer service and operational needs; and

WHEREAS, the Board of Directors finds it appropriate to add an option for bilingual pay provision to the Employee Handbook.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bighorn-Desert View Water Agency as follows:

Section 1. The Employee Handbook is amended to add Section 4.10, Bilingual Pay:

4.10 Bilingual Pay. Regular full-time employees may qualify for bilingual pay when their language skills are determined to be needed for translation of written documents or customer communications. Eligibility requires demonstrated competency in the applicable language and a willingness to perform services for the agency on top of the normal requirements of their normal duties. The ability to speak a second language does not automatically qualify or guarantee bilingual pay.

Bilingual pay will be approved if it is determined to be a benefit to the Agency and will require approval by the General Manager. Once approved, the employee will be compensated \$25 per pay period beginning the next pay period.

Section 2. This resolution takes effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Bighorn-Desert View Water Agency at a regular meeting held on _____, 20____, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

President, Board of Directors

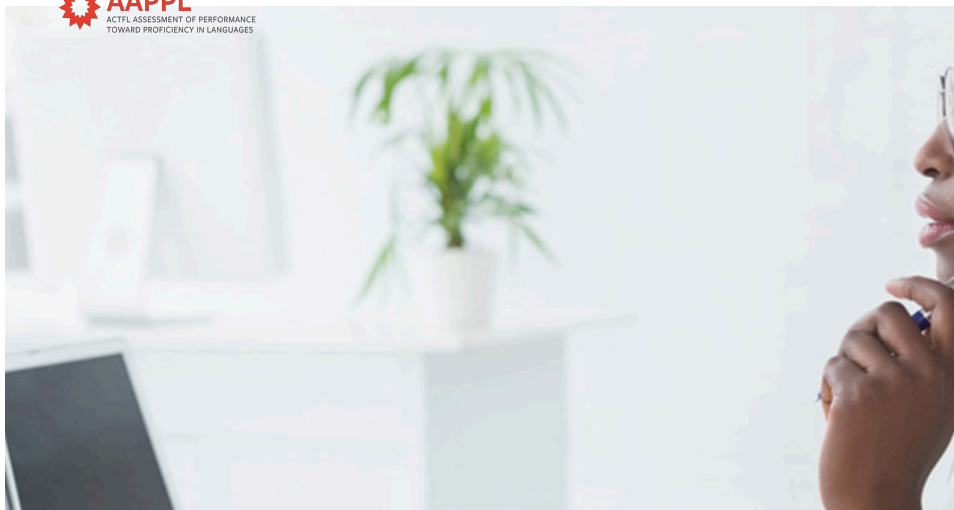
ATTEST:

Secretary to the Board of Directors

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Government Services

As the exclusive licensee of ACTFL Assessments, LTI has delivered language proficiency tests to both state and federal government agencies since 1998. ACTFL and LTI provide language proficiency expertise to members of the Interagency Language Roundtable (ILR) - a group of more than thirty federal agencies involved in language training and testing. ACTFL assessments have been shown to be an effective, reliable, and defensible way to assess the abilities of linguists called on to serve the government. Account setup is quick and easy, with no minimums to meet.

To set up an account, or to ask any questions, please contact us at customercare@languagetesting.com or call 1-800-486-8444.

Federal Government Language Proficiency Testing

The United States government uses a variety of language tests to measure employee and candidate language proficiency in terms of the 4 communication skills: speaking, listening, reading, and writing. Test scores are reported according to the ACTFL Proficiency Scale or ILR Scale and are commonly accepted by government agencies, academic institutions, and major corporations worldwide.

Language Proficiency Scales

Proficiency-based language tests measure language users' ability to communicate effectively according to one of the language proficiency scales: the [ACTFL](#), [ILR](#), or [CEFR](#) scales. While traditional language achievement tests are tied to a specific curriculum or sequence of grammar and vocabulary, proficiency-based tests like ACTFL's assessments take a more holistic approach in that the method of language acquisition does not inform test results. Proficiency-based language tests evaluate the candidate's ability to communicate in a variety of contexts according to a proficiency scale such as the ILR and ACTFL Proficiency Scales described below.

ILR

The [Interagency Language Roundtable \(ILR\)](#) has provided the US government with language standards since 1955. Tests using their scale are widely used by government agencies at the federal, state, and local levels.

Their scale encompasses six levels as well as their corresponding plus qualifications:

- 0, or No Proficiency

Jamie Virtual Assessment Consultant



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- 0+, or Memorized Proficiency
- 1, or Elementary Proficiency
- 1+, or Elementary Proficiency, Plus
- 2, or Limited Working Proficiency
- 2+, or Limited Working Proficiency, Plus
- 3, or Professional Working Proficiency
- 3+, or Professional Working Proficiency, Plus
- 4, or Full Professional Proficiency
- 4, or Full Professional Proficiency, Plus
- 5, or Native or Bilingual Fluency

ACTFL

Unlike the numeric ILR scale, the ACTFL scale is based on a range of major levels and sublevels that can be conceptualized as an inverted pyramid with Novice at the bottom and Distinguished at the top. The first three levels — Novice, Intermediate and Advanced — are separated into Low, Medium, and High sublevels.

The [ACTFL Proficiency Scale](#) ranges from Novice to Distinguished:

- Novice
- Intermediate
- Advanced
- Superior
- Distinguished

ACTFL assessments provide certification of language skills in the Novice to Superior range on the ACTFL Scale.

Government Clients

LTI serves multiple government agencies, including the Department of Defense, the Department of Homeland Security, the United States Department of State, and the Defense Intelligence Agency for their language testing needs. Our whole list of government clients is [available online](#).

General Services Administration (GSA) Schedule

LTI provides an easy way for eligible government agencies to access language testing services at competitive rates according to our GSA schedule.

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Oral Proficiency in the Workplace

We work with government clients to test prospective candidates and current employees for language proficiency and to help determine what level of proficiency is needed for different roles.

[CLICK HERE](#) to better understand the levels of oral proficiency in the workplace.

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Since you're interested in Spanish proficiency tests, are you exploring official ACTFL assessments for academic, workforce, or government certification purposes?

ORAL PROFICIENCY LEVELS IN THE WORKPLACE

ACTFL Level	Language Functions	Corresponding Professions/Positions*
Superior	Discuss topics extensively, support opinions, hypothesize. Deal with linguistically unfamiliar situations and unexpected complications. No patterns of error emerge and minimal sporadic errors in low-frequency or complex structures are present, but in such a way, that they do not distract from their message.	Attorney, Court Interpreter, Financial Services Marketing Manager, Foreign Area Officer, Judge, University Language Professor
Advanced High	Narrate and describe in past, present, and future. Deal effectively with an unanticipated complication with sufficient control of structure and vocabulary to be understood by most anyone.	Account Executive, Broker, Financial Advisor, Human Resources Communications Manager, Insurance Manager, Interpreter, Marketing Manager, Military Linguist, Physician, Quality Assurance Specialist, Researcher/Analyst, Social Services Case Manager, Translation Officer
Advanced Mid		Account Executive, Banker, Banking and Investment Services Manager, Customer Service Representative, Banking Manager, Collections Representative, Court Stenographer, Credit & Loan Advisor, Customer Service Agent, Facilities Manager, Financial Advisor, Fraud Specialist, Human Resources Benefits Specialist, Interpreter, Marketing Manager, Medical Interpreter, Mental Health Specialist, Patient Advocate, Program Executive, Recruiter, Researcher/Analyst, Sales & Marketing Representative, Social Service Case Manager, Technical Service Agent
Advanced Low		911 Dispatcher, Accounting Coordinator, Banker, Banking Manager, Billing Clerk, Call Center Representative, Claims Processor, Consumer Products Customer Services Representative, Credit & Loan Advisor, Customer Service Agent, Customer Service Interpreter, Employee Trainer, Financial Advisor, Flight Attendant, K-12 Language Teacher, Legal Receptionist, Legal Secretary, Maintenance Administrator, Maintenance Technician Supervisors, Nurse, Police Officer, Program Executive, Researcher/Analyst, Retail Services Personnel, Sales & Marketing Representative, Social Service Case Manager, Social Service Receptionist, Social Worker
Intermediate High	Create with language, initiate, maintain, and bring simple conversations to a close by asking and responding to simple questions with sentence-length discourse. Their communication will include errors that may, at times, distract from their message but they can usually clarify their message, as needed.	Administrative Assistant, Auto Inspector, Aviation Personnel, Banking Manager, Conductors (Bus/Train), Custodian, Customer Service Agent, Employee Trainer, Facilities Manager, Firefighter, Flight Attendant, Insurance Manager, K-12 Language Teacher, Maintenance Technician, Missionary, Nurse, Police Officer, Receptionist, Sales Support Representative, Social Worker Assistant, Tour Guide, Utilities Installer
Intermediate Mid		Cashier, Customer Service Agent, Salesclerk (highly predictable contexts), Technicians (equipment maintainers), Truck Driver
Intermediate Low		Customer Service Agent (incidental target language use), Housekeeping Staff
Novice High	Communicate minimally with formulaic and rote utterances, lists, and phrases. Their communication will include many errors and require a very sympathetic interlocutor for successful communication.	No functional professional working ability
Novice Mid		
Novice Low		

*The levels of proficiency associated with the positions above are minimal levels of oral proficiency, most of which are based on LTI task analyses, where the minimal levels were determined by subject matter experts from companies and agencies who use ACTFL proficiency tests.

WRITING PROFICIENCY LEVELS IN THE WORKPLACE

ACTFL Level	Language Functions	Corresponding Professions/Positions*
Superior	Compose most of the formal and informal communications, thorough summaries, reports, and research papers on a range of social, academic, and professional themes that can move beyond the concrete to the abstract with a high degree of control of grammar and syntax, spelling or symbol production, cohesive devices, and punctuation with no pattern of error.	Attorney, Court Interpreter, Financial Services Marketing Manager, Foreign Area Officer, Judge, University Language Professor
Advanced High	Write routine informal and some formal correspondence, as well as narratives, descriptions, and summaries of a factual nature. Elaborate and paraphrase to enhance clarification and narrate and explain in the three main time frames of the past, present, and future with good control of the most frequently used structures and generic vocabulary.	Account Executive, Paralegal, Project Coordinator, Researcher/Analyst, Translator
Advanced Mid		Banker/Teller, Banking Manager, Credit and Loan Advisor, Customer Service Agent, Executive Leader, Facilities Manager, Financial Advisor, Researcher/Analyst, Sales & Marketing Representative, Social Worker, Translator (predictable contexts)
Advanced Low		Hospitality Customer Service Agent, Receptionist, Social Services Administrative Assistant
Intermediate High	Write simple messages and letters, information requests, and notes—all practical writing tasks. Respond to simple questions or requests, generally in the present time with basic vocabulary and structures in language that is generally comprehensible, potentially with some clarification needed.	Accounting Coordinator, Administrative Assistant, Call Center Representative, Consumer Product Customer Service Agent
Intermediate Mid		Customer Service Agent (incidental target language use)
Intermediate Low		
Novice High	Produce lists and notes, primarily by writing words and phrases. Transcribe familiar words or phrases, copy letters of the alphabet or syllables of a syllabary, or reproduce basic characters with some accuracy.	No functional professional working ability
Novice Mid		
Novice Low		

*The levels of proficiency associated with the positions above are minimal levels of writing proficiency, most of which are based on LTI task analyses, where the minimal levels were determined by subject matter experts from companies and agencies who use ACTFL proficiency tests.



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high-quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' REGULAR MEETING MINUTES

**BOARD MEETING OFFICE
1720 N. CHEROKEE
LANDERS, CALIFORNIA 92285
AND REMOTE ACCESS VIA ZOOM**

**October 13, 2026
6:00 P.M.**

CALL TO ORDER

President called the meeting to order at 5:59 pm.

PLEDGE OF ALLEGIANCE

President Miller-Boyer led the pledge.

ROLL CALL

Directors present: Rodney Miller-Boyer
William Aldridge
Megan Close-Dees
Jose Martinez
JoMarie McKenzie

Staff present: Jennifer Cusack, General Manager
Marina West, Chief Engineer
Lana Kieser-Jazo, Acct Tech/Cust Svc Rep

Public: Following Roll Call 3 member(s) of the public were present in the meeting room.
There was 1 member of the public participating via Zoom platform.

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

MSC¹ (Aldridge/Martinez) unanimously approved.

- 1. BOARD TO CONSIDER ADOPTING RESOLUTION NO 26R-17 DECLARING AN EMERGENCY PREPAREDNESS CONDITION RELATED TO FORECASTED EL NIÑO STORM EVENTS AND AUTHORIZING ADVANCE PROTECTIVE MEASURES TO SAFEGUARD WATER INFRASTRUCTURE, PROPERTY, EQUIPMENT, AND OPERATIONS**

Presented by Jennifer Cusack, General Manager

Public Comment: Questions from the Public were asked and answered.

Questions from the Board were asked and answered.

Motion No. 26-046 – Adopting Resolution No. 26R-17 declaring an emergency preparedness condition related to forecasted El Niño storm events and authorizing advance protective measures to safeguard water infrastructure, property, equipment, and operations

MSC¹ (Aldridge/Martinez) unanimously approved.

Megan Close-Dees	yes
JoMarie McKenzie	yes
Jose Martinez	yes
William Aldridge	yes
Rodney Miller-Boyer	yes

- 2. BOARD TO CONSIDER AUTHORIZING TASK ORDER NO. 3 (CHANGE ORDER NO. 3) TO PROFESSIONAL SERVICES AGREEMENT WITH COMPASS CONSULTING ENTERPRISES, INC. FOR PRE-CONSTRUCTION BIOLOGICAL SERVICES AS REQUIRED BY CDFW FOR THE PIPES WASH STREAMBED ALTERATION AGREEMENT COMPLIANCE RELATED TO THE PROJECT SWRCB GRANT AGREEMENT NO. D2102065.**

Presented by Marina West, Chief Engineer

Questions from the Board were asked and answered.

Public Comment: None.

Motion No. 26-047 – Authorizing Task Order No. 3 (Change Order No. 3) to Professional Services Agreement with Compass Consulting Enterprises, Inc. for pre-construction biological services as required by CDFW for the Pipes Wash Streambed Alteration Agreement compliance related to the Project SWRCB Grant Agreement No. D2102065.

Presented by Marina West, Chief Engineer

Questions from the Board were asked and answered.

MSC¹ (Aldridge/Martinez) unanimously approved

- 3. BOARD TO CONSIDER AUTHORIZING TASK ORDER NO. 4 (CHANGE ORDER NO. 4) TO PROFESSIONAL SERVICES AGREEMENT WITH COMPASS CONSULTING ENTERPRISES, INC. FOR PREPARATION OF A “PIPES WASH HABITAT MITIGATION AND MONITORING PLAN” IN SUPPORT OF THE PIPES WASH STREAMBED ALTERATION AGREEMENT RELATED TO THE PROJECT SWRCB GRANT AGREEMENT NO. D2102065.**

Presented by Marina West, Chief Engineer

Questions from the Board were asked and answered.

Public Comment: None.

Motion No. 26-048 – Authorizing task order no. 4 (change order no. 4) to professional services agreement with compass consulting enterprises, inc. For preparation of a “pipes wash habitat mitigation and monitoring plan” in support of the pipes wash streambed alteration agreement related to the project SWRCB grant agreement no. D2102065.

Presented by Marina West, Chief Engineer

Questions from the Board were asked and answered.

MSC¹ (Aldridge/Martinez) unanimously approved.

- 4. BOARD TO CONSIDER AUTHORIZING TASK ORDER NO. 5 (CHANGE ORDER NO. 5) TO PROFESSIONAL SERVICES AGREEMENT WITH COMPASS CONSULTING ENTERPRISES, INC. FOR ENVIRONMENTAL MONITORING IN SUPPORT OF THE PIPES WASH STREAMBED ALTERATION AGREEMENT RELATED TO THE PROJECT SWRCB GRANT AGREEMENT NO. D2102065.**

Presented by Marina West, Chief Engineer

Questions from the Board were asked and answered.

Public Comment: None.

Motion No. 26-049 – Authorizing Task Order No. 5 (Change Order No. 5) to Professional Services Agreement with Compass Consulting Enterprises, Inc. for environmental monitoring in support of the Pipes Wash Streambed Alteration Agreement related to the Project SWRCB Grant Agreement No. D2102065.

MSC¹ (Martinez/Close-Dees) unanimously approved.

5. Consent Calendar -

- a. Board Meeting Minutes
 - i. September 8, 2026 – Regular Meeting
 - ii. September 22, 2026 – Special Meeting
- b. Financial Statements
 - i. Financial Report – August 2026
- c. Disbursements/Check Register – August 2026
- d. Service Order Report – August 2026
- e. Production Report for Bighorn-Desert View System – September 2026
- f. Production Report for Goat Mountain System – September 2026
- g. Receive and File Committee Meeting Minutes
 - i. Planning/Legislative/Engineering/Grants Standing Committee - none
 - ii. Finance/Public Relations/Education/Personnel Standing Committee July 21, 2026
- h. Receive and File True Bad Debt for 2025/26 of \$572.66

No public comment.

Motion No. 26-050 Adopt Consent Calendar Items a-h, as presented.

MSC¹ (Martinez/Close-Dees) unanimously approved.

6. Matters removed from the Consent Calendar Items

None.

Public Comment Period. None.

7. Items for Next or Future Agenda. None

8. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

1. General Manager Report: Jennifer Cusack reported on Emergency Fair cancellation and future meeting dates.
2. Chief Engineer Report: Marina West reported on Project Bid Meeting.
3. Director Reports
 - a. Director McKenzie reported on the MWA ASBCSD Meeting 9/21, Orchid Festival 10/3
 - b. Director Martinez reported on the MWA ASBCSD Meeting 9/21, Orchid Festival 10/3 & 4, and the Pass Water Economics Meeting on 10/6.
 - c. Director Close-Dees. No report.
 - d. Director Aldridge reported on 9/14 Landers Assoc Mtg, 10/1 TAC, 9/30 Field Trip Bid Walk, 10/7 JBWD Mtg, and the 10/8 MWA Board Meeting.
 - e. Director Miller-Boyer reported on 9/24 and 10/8 MWA board meetings, 10/1 TAC Meeting, and State of the Pass Water Economics on 10/6/2026

9. Adjournment

President Miller-Boyer adjourned the meeting at 7:19 pm.

Approved by:

Megan Close-Dees, Secretary of the Board

MSC¹– Motion made, seconded and carried.

Official Seal



Future Agenda Items Requested by Board Members

Date	Board Member	Topic	Status
1/27/2026	McKenzie	Field Operations Report	COMPLETE
2/7/2026	McKenzie	Mid-Year Budget Review be agendized	Scheduled Jan/Feb2027
4/14/2026	McKenzie	Review of Dues & Subscriptions	FPREP 11/2026
5/12/2026	McKenzie	Project Updates and detailed timelines	COMPLETE/ONGOING
5/12/2026	Martinez	Income Opportunities	FPREP 11/26
7/14/2026	McKenzie	Review Purchasing Policy	COMPLETE
8/11/2026	McKenzie	General Ledger with special emphasis on large variances from budget.	COMPLETE
9/8/2026	McKenzie	Status of CSDA Cert of Transparency	Pending