

**MUTUAL AID AGREEMENT BY AND BETWEEN
CHESTER PUBLIC UTILITY DISTRICT AND INDIAN VALLEY COMMUNITY
SERVICES DISTRICT
FOR WATER AND WASTEWATER EMERGENCY RESPONSE**

THIS MUTUAL AID AGREEMENT ("Agreement") is dated this _____ day of _____ 2025 (the "Dated Date"), by and between the following public agencies of the State of California located within the County of Plumas:

Chester Public Utility District

Indian Valley Community Services District

Each of the above agencies may be referred to in this Agreement as a "Party" and collectively as the "Parties" or "Agencies".

RECITALS

WHEREAS, each Party has an interest in achieving mutual aid assistance in response to emergency incidents and more specifically the control of water and wastewater; and

WHEREAS, each Party owns and maintains equipment and retains personnel who are trained to respond and provide services in the control of water and wastewater; and

WHEREAS, in the event of an emergency, a Party may need the assistance of one or more of the other Parties to provide supplemental water and wastewater services; and

WHEREAS, the jurisdictions of each Party are located in such a manner as to allow each Party to render mutual assistance to the other Parties in accordance with Sections 13863 and 13877 of the Health and Safety Code and Section 55632 of the Government Code; and

WHEREAS, each Party has determined that it is in the best interests of each Party to set forth an agreement and guidelines for providing mutual assistance in the case of an emergency; and

WHEREAS, each Party wishes to provide mutual aid pursuant to the terms and conditions contained in this Agreement.

DEFINITIONS

The following definitions are included to assist in the interpretation and implementation of this Agreement:

- a. **“Agency Representative”** is defined as the representative of each Party for the performance of this Agreement, as provided in Section 13 of this Agreement.
- b. **“Emergency”** is defined as a water or wastewater service related emergency.
- c. **“Mutual Aid”** refers to the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state to facilitate implementation of the purposes of Section 8668 of the California Emergency Services Act, being California Government Code Sections 8550 through 8668.
- d. **“Requesting Party”** is defined as the Party requesting Mutual Aid in a particular incident.
- e. **“Responding Party”** is defined as any Party providing Mutual Aid in a particular incident.

TERMS

1. PURPOSE

The stated purpose of the Agreement is to provide Mutual Aid assistance to the Parties for control of water and wastewater services, including office management services.

2. MUTUAL AID PROVISION

All Parties to this Agreement shall provide Mutual Aid when requested by a Party, assuming the staffing allows for it. All Mutual Aid shall be provided within the limits of County of Plumas and any lands that are within the jurisdiction of any of the Parties.

3. LIMITATIONS ON RESPONSES

The Responding Party's obligation to provide Mutual Aid shall be subject to and contingent upon its staffing and equipment availability and financial limitations, as well as existing fire or emergency conditions within the jurisdiction of that Responding Party, as determined in the Responding Party's sole and absolute discretion. Each Party's response under this Agreement shall not interfere with the Responding Party's responsibility or ability to respond to emergencies or other calls within its own jurisdiction.

4. REQUESTING EMERGENCY SERVICES

Any Party wishing to request Mutual Aid shall communicate the request to its General Manager. The General Manager is responsible to ensure the emergency aid request is provided to the General Manager of the corresponding Party.

5. INCIDENT COMMUNICATION

Each Party is responsible for communicating through the appropriate chain of command within their Party.

6. LIABILITY

a. Each of the Parties agree to defend, indemnify and hold harmless each other and its officers, officials, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged negligence, intentional or willful misconduct, or other legal fault of the Party, its agents, officers, officials, employees or representatives in the performance of this Agreement.

The indemnity obligations of this Agreement shall survive the expiration or earlier termination of this Agreement.

b. Each of the Parties shall notify the other Parties, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered under this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

c. It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence. In the event of a claim or litigation arising out of an incident when responding to a mutual aid event, all parties involved agree to work cooperatively to determine the financial responsibility of fault and percentage of comparative fault. If the parties cannot agree, they shall submit the matter to an arbitrator.

The requesting Party shall serve as the lead agency in any litigation or claim arising out of an incident where a member of the public asserts a cause of action arising out of the incident.

d. Each party waives all claims against the other for compensation for any loss or damage to a Party's vehicle involved in a response occurring as a consequence of the performance of this Agreement, except for intentional acts or gross negligence of the other Party.

e. Each party shall maintain in full force and effect workers' compensation insurance as required by the Labor Code, which covers the personnel involved in a response to provide mutual-aid assistance. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death to the personnel involved in a response occurring as a consequence of the performance of this Agreement, except for intentional acts or gross negligence of the other Party.

7. COMPENSATION

Each Party will bill for their employees wages at the rate they are currently obligated to pay for each position and will include drive time. Each Party may bill federal standard mileage for District vehicle use. Each Party shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees, independent contractors, or agents of one Party shall not be deemed employees of any other Party for any purpose.

8. INSURANCE

Each Party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers' compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities under this Agreement. Each Party is responsible for its own self-insured retentions and deductibles. Each Party agrees to provide the other Parties thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

9. EXECUTION AND TERMINATION

This Agreement shall become effective as to each Party when executed, in writing, by the Party. This Agreement shall remain operative and effective as between each and every Party that has executed, in writing, this Agreement, until participation is terminated or withdrawn. The termination or withdrawal by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the remaining Parties. Any of the Parties may withdraw from this Agreement for any reason by giving thirty (30) calendar days' notice in writing of such withdrawal to all other Parties.

10. AGREEMENT NOT EXCLUSIVE

This Agreement does not prevent and shall not be deemed to impair any Party's right to enter into additional mutual aid agreements as that Party deems necessary and proper.

11. THIRD PARTY RIGHTS

The Parties agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have any right of action under this Agreement. This Agreement shall not be enforceable by any parties other than the Parties.

12. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the Parties with respect to the subject matter, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written agreement signed by all Parties.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assignees of the Parties.

14. AUTHORITY TO ENTER AGREEMENT

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

[Signature pages follow]

CHESTER PUBLIC UTILITY DISTRICT

By: _____
General Manager of Chester Public Utility
District, Bonnie Mullaney

Date: _____

ATTEST: _____
Board Chair, Kim Green

INDIAN VALLEY COMMUNITY SERVICES
DISTRICT

By: _____
General Manager of Indian Valley
Community Services District, Jamie Little

Date: _____

ATTEST: _____
Board Chair, Wanda Carpenter

Approved as to form:

Date: _____

ATTEST: _____
Attorney, Margaret Long, Prentice-Long