

AID AGREEMENT

SAN MANUEL UTILITY AUTHORITY

AND

CITY OF RIVERSIDE

THIS AID AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2024, by and between San Manuel Utility Authority (the "SMUA") an instrumentality of the Yuhaaviatam of San Manuel Nation a federally recognized Tribe, also known as San Manuel Band of Mission Indians ("Requesting Party"), and City of Riverside, a California charter city and municipal corporation ("Aiding Party"). The Requesting Party and Aiding Party are referred to singularly as "Party" and collectively as the "Parties."

1. Request for Aid. The Requesting Party will make its request to the Aiding Party, within a reasonable time after aid is needed and with reasonable specificity (the "Requested Aid"). The Requesting Party agrees to compensate the Aiding Party for the costs incurred by the Aiding Party in rendering the Requested Aid as specified in this Agreement.

1.1. Contact Information. Each Party shall provide the name(s), address(es), telephone number(s), and title(s) of the responsible employee(s) authorized to request or respond to requests for mutual aid assistance on or before thirty (30) days have elapsed from the date of full execution of this Agreement. The Parties further agree to update contact information on an annual basis and/or when the applicable Party makes any changes or updates.

The initial responsible employees authorized to request aid for the Requesting Party are as follows:

Kate Ellis - Katherine.Ellis@sanmanuel-nsn.gov 909.936.3803

Said Bernal Mendoza - Said.Bernal@sanmanuel-nsn.gov 909.936.9546

1.2. Requesting Party shall specify the type and duration of assistance requested from Aiding Party. If the Requesting Party makes the original request verbally or by telephone, the request must follow up in writing. Requesting Party may deliver the written request to Aiding Party via email, fax or letter. 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.

2. Discretionary Rendering of Aid. Rendering of aid is entirely at the discretion of the Aiding Party for the electrical substation and distribution facilities or any additional aid as agreed by the Parties in writing. Any personnel provided by Responding Party will be subject to Responding Party's collective bargaining agreements or other conditions of employment.

3. Invoice to the Requesting Party. Within 90 days of the Aiding Party providing aid, the Aiding Party shall submit to the Requesting Party a detailed itemized invoice for the costs incurred by the Aiding Party in providing such aid pursuant to this Agreement. Costs to the Requesting Party from the Aiding Party shall be at reasonable and customary rates as set forth on Exhibit A and no more than those costs actually incurred by the Aiding Party rendering the Requested Aid.

3.1. The cost for each request for aid shall not exceed twenty-five thousand dollars (\$25,000.00).

3.2. The total cost for all requested aid pursuant to Section 1.0 of this Agreement shall not exceed one hundred thousand dollars (\$100,000.00) per fiscal year, absent a written amendment to this Agreement.

4. Insurance, Protective Clothing, Equipment and Training. Aiding Party acknowledges and agrees that its labor force and contractors, or any other workers it uses to render aid under this Agreement, shall be covered solely by Aiding Party's Workers' Compensation and other insurance, and shall not be deemed to be employees, contractors, subcontractors, or agents of Requesting Party. The Aiding Party shall be responsible for providing protective clothing, equipment and training for its employees and the Requesting Party shall have no such responsibility. The Requesting Party shall be responsible for providing protective clothing, equipment and training for its employees and the Aiding Party shall have no such responsibility.

The Aiding Party is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation, and will provide The Requesting Party with a self-insured affirmation letter. The Requesting Party is insured for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation, and will provide a Certificate of Insurance (COI) to the Aiding Party. Parties warrant that through their programs of insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement.

5. Indemnity. Parties agree to defend, indemnify, and hold each other, their elected officials, employees, contractors, and agents mutually harmless from any and all claims, demands and liability, including attorney's fees, arising from each Party's performance of this Agreement, except to the extent that such liability is caused by the sole negligence, gross negligence or willful misconduct of the other Party.

6. No Employer-Employee Relationship. No provision in the Agreement shall be interpreted to create an employer- employee relationship between the Parties. The Requesting Party shall have no control over the employment, discharge, compensation of or services performed by the Aiding Party's employees or agents. The Aiding Party shall have no control over the employment, discharge, compensation of or services performed by the Requesting Party's employees and agents.

7. No Third-Party Beneficiary. This Agreement is made solely and specifically for the benefit of the Parties and their successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

8. Amendments/Entire Agreement. The Agreement may only be amended by written mutual consent of the Parties hereto. This Agreement sets forth the entire agreement between the Parties

with respect to the subject matter hereof and supersedes any prior written or oral agreements between the Parties concerning the subject matter hereof.

9. Effective Date and Termination. The Parties agree to honor the terms and conditions commencing on the date of the last signature and is effective through December 31, 2034, if terminated earlier pursuant to the terms of this Agreement, the date of termination ("Expiration Date"). Any Party may terminate this Agreement upon thirty (30) day written notice to all other Parties. The Expiration Date is the final date for completion of all work activities under this Agreement.

10. Delegations of Authority. Each Party shall designate a qualified representative(s) who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise under this Agreement.

11. No Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

12. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be delivered or sent, as the case may be, by electronic mail and any of the following methods: (i) overnight commercial carrier or delivery service; or (ii) registered or certified mail (with postage prepaid and return receipt requested) or regular first-class mail with postage prepaid. Any such notice or other communication shall be deemed received and effective upon the earlier of (a) if delivered by overnight commercial carrier or delivery service, one day following the receipt of such communication by such carrier or service from the sender, as shown on the sender's delivery invoice from such carrier or service, as the case may be; or (b) if mailed, within seventy-two (72) hours after delivery to the U.S. Post Office, or when actually received, if sooner. Any reference herein to the date of receipt, delivery, or giving, as the case may be, of any notice or other communication shall refer to the date such communication becomes effective under the terms of this paragraph. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

Aiding Party

City of Riverside
Riverside Public Utilities
Attn: General Manager
3750 University Ave, 5th Floor
Riverside, CA 92501

Requesting Party

San Manuel Utility Authority
Attn: General Manager
26569 Community Center Drive
Highland, CA 92346

13. Successors and Assigns. This agreement may be assigned by a Party with written approval of the other Party. This Agreement shall inure to the benefit of and to be binding upon the successors and assigns both Parties.

14. Counterparts and Electronic Signatures. The Parties may execute this Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

Parties may submit executed documents electronically, and electronically delivered signatures of the Parties constitute duplicate originals.

15. Execution. Each Party hereto has read, agreed to, and executed this Mutual Aid Agreement on the date indicated.

Requesting Party:

SAN MANUEL UTILITY AUTHORITY
Authorized Representative

Title _____

Name _____ (Print)

Date _____

Signature _____

Aiding Party

CITY OF RIVERSIDE, a California charter
City and municipal corporation

City Manager

Name _____ (Print)

Date _____

Signature _____

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney