

AGREEMENT FOR
TEMPORARY EMERGENCY WATER SERVICE

This Agreement is made and entered into this 20th day of July, 1999, by and between the City of Redlands, a municipal corporation, hereinafter referred to as "Redlands" and the City of Loma Linda, a municipal corporation, hereinafter referred to as "Loma Linda."

RECITALS

WHEREAS, Loma Linda is experiencing the loss of several of its water wells; and

WHEREAS, Loma Linda is in the process of developing new sources of water to meet the needs of its citizens; and

WHEREAS, Loma Linda now desires a temporary source of water until the time Loma Linda develops new water sources; and

WHEREAS, Redlands is capable of providing a temporary water supply to Loma Linda under the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the mutual promises contained herein, the City of Redlands and the City of Loma Linda agree as follows:

AGREEMENT

Section 1. Emergency, Standby Water Delivery. Redlands agrees to provide to Loma Linda emergency water service, and deliver emergency domestic water to Loma Linda, in accordance with the terms and conditions of this Agreement at a metered location on Mountain View Avenue approximately 200 feet north of Redlands Boulevard.

Section 2. Construction Costs. Loma Linda shall pay for all costs for the installation and construction of an eight-inch metered water connection suitable to deliver a flow of 1,000 GPM of water in accordance with this Agreement. Loma Linda shall also furnish, install and maintain an approved double check valve assembly at the point of the connection to prevent a water backflow condition into Redlands' water system.

Section 3. Payment for Water Service. Loma Linda shall pay Redlands for water it receives under this Agreement at Redlands' Public Agency Rates as established in Chapter 3.52 of the Redlands Municipal Code, at the time of each water delivery, and Loma Linda shall pay Redlands for emergency water service at the bi-monthly rate of \$180. Payments shall be due in accordance with Chapter 13.12 of the Redlands Municipal Code and the billing policies of Redlands.

Section 4. No Water Rights. Loma Linda shall not acquire or claim any right, title or interest in water supplied by Redlands under this Agreement other than the contractual interest established by this Agreement.

Section 5. Limitation of Delivery. Redlands shall be obligated to supply no more than 1,000 acre feet of water per year pursuant to this Agreement. Loma Linda shall be responsible for instructing Redlands as to the delivery of such water, including delivery rates and quantities.

Section 6. Preconditions of Delivery. Any delivery of emergency domestic water to Loma Linda from Redlands is contingent upon water being available from Redlands' supply which is in compliance with the State Department of Health Services requirements. Reasonable notice shall be given by Redlands to Loma Linda in the event Redlands cannot provide any water.

Section 7. Termination. This Agreement may be terminated at any time, in the sole discretion of Redlands and without cause, upon one hundred eighty (180) days prior written notice to Loma Linda. This Agreement may be terminated at any time, in the sole discretion of Loma Linda and without cause, upon thirty (30) days prior written notice to Redlands.

Section 8. Defense/Indemnity. Loma Linda shall defend, indemnify and hold harmless Redlands, its elected officials, officers, employees and agents from any and all claims, losses, damages and causes of action to persons and property, which may arise from or result in connection with the parties' entry into, execution and carrying out of their respective obligations under this Agreement and any and all actions or omissions associated therewith.

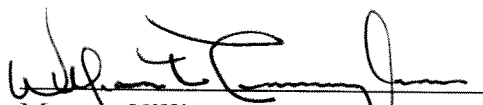
Section 9. Assignment. This Agreement shall not be assigned without mutual consent of the parties to this Agreement.

Section 10. Attorney's Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

Section 11. Entire Agreement/Modification. This Agreement represents the entire agreement of the parties hereto with respect to the matters contained herein. This Agreement may be modified only by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

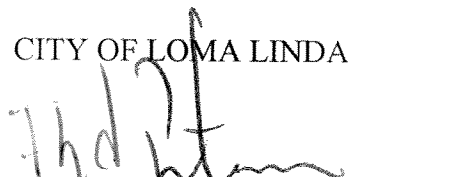
CITY OF REDLANDS


Mayor William E. Cunningham

ATTEST:


City Clerk Lorrie Poyzer

CITY OF LOMA LINDA


Mayor Floyd Petersen

ATTEST:


City Clerk