

## **WATER AND SEWER MUTUAL AID AGREEMENT - 2006**

THIS MUTUAL AID AGREEMENT is by and between all water and sewer utilities (Purveyors) in Snohomish County that have approved this Agreement, who are authorized to provide the benefits and undertake the obligations contained in this Agreement, and have executed this Agreement.

### **RECITAL**

Subject to the terms and conditions below, each of the Purveyors agrees to provide personnel, materials and equipment to other Purveyors who are parties to this Agreement and who request assistance to handle a disaster or emergency.

### **AGREEMENT**

It is agreed by the Purveyors as follows:

1. Request for Assistance. A Purveyor, through its Designated Official, may request another Purveyor to send personnel, materials and equipment to deal with a disaster or emergency. A request for assistance may be oral or written. If the request is oral, it shall be confirmed in writing by the requesting Purveyor's Designated Official as soon as practicable after the request. A written request or confirmation shall be in a form sufficient to demonstrate that it was made by a Designated Official. Each request or confirmation shall describe the equipment, personnel, materials, and other resources that are needed to address the disaster or emergency.

2. Definition of Disaster or Emergency. A disaster or emergency is an event or situation which (1) demands immediate action to preserve public health or protect life or property or (2) reaches a dimension or degree of destructiveness as to warrant the Governor of the State of Washington declaring a state of emergency.

3. Response to Request. The responding Purveyor, through its Designated Official, should, as soon as reasonably possible determine whether personnel, materials and equipment are available to respond to the request for disaster or emergency assistance. Following that determination, the responding Purveyor's Designated Official should, as soon as reasonably possible advise the requesting Purveyor of the availability of personnel, materials and equipment; and, if any or all of such items are available, the approximate time when such will be provided. The judgment of the responding Purveyor's Designated Official shall be final as to the availability of personnel, materials and equipment. A responding Purveyor shall not be liable to the requesting Purveyor or any person or entity for failing to respond to a request for assistance or provide personnel, materials and equipment. By signing this Agreement, any party who requests assistance pursuant to this Agreement waives and releases all claims for damages of any kind against any other party who fails to respond to a request for, or does not provide assistance, personnel, materials or equipment.

4. Control of Personnel and Equipment. Personnel and equipment of the responding Purveyor that are made available to the requesting Purveyor shall, to the fullest extent possible, remain under the control and direction of the responding Purveyor; the responding Purveyor shall be and remain at all times an independent contractor. The responding Purveyor's employees shall remain solely the employees of the responding Purveyor. The requesting

Purveyor shall coordinate the activities of personnel and equipment of the responding Purveyor, provided however, employees of the responding Purveyor remain employees of the responding Purveyor while performing functions and duties on behalf of the requesting Purveyor. The responding Purveyor shall retain the right to withdraw at any time some or all of its personnel, materials and equipment for any reason. Notice of intention to withdraw shall be communicated to the requesting Purveyor's Designated Official, as soon as possible; however, it need not be in writing. A responding Purveyor shall not be liable to the requesting Purveyor or any person or entity for first providing personnel, materials or equipment and later withdrawing some or all of the same personnel, materials or equipment, according to the provisions of this Agreement. By signing this Agreement, any party who requests assistance pursuant to this Agreement waives and releases all claims for damages of any kind against the responding Purveyor for withdrawing some or all of its personnel, materials or equipment that were provided pursuant to this Agreement.

5. Status of Personnel. All privileges, immunities, rights, duties and benefits of officers and employees of the responding Purveyor shall apply while those officers and employees are performing functions and duties on behalf of the requesting Purveyor, unless otherwise provided by law.

6. Indemnification. To the extent permitted by law, the requesting Purveyor shall protect, defend, hold harmless and indemnify all other responding signatory Purveyors, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of the requesting Purveyor's officers, employees, and

agents arising out of or in connection with any acts or activities authorized by this Agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the responding Purveyors or their authorized agents or employees.

This indemnity obligation extends to all claims against the responding Purveyor by an employee or former employee of the requesting Purveyor, and for this purpose, by mutual negotiation, the requesting Purveyor expressly waives as respects to the responding Purveyor only, all immunity and limitation and liability under any industrial insurance act, including Title 51, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

7. Insurance. A Purveyor shall maintain insurance or adequately self-insure for the activities of its personnel and equipment while operating under this Agreement.

8. Cost Reimbursement. The requesting Purveyor shall reimburse the responding Purveyor for the actual cost of providing assistance. The reimbursement will be based upon the responding Purveyor's regular schedule of hourly rates for personnel and equipment, and the actual costs of materials, reasonable food, lodging and out-of-pocket expenses; reimbursement shall include all salaries, benefits, administrative costs and overhead of the responding Purveyor, determined in accordance with the responding Purveyor's then-existing regularly adopted policies and practices. Reimbursement shall be made within 90 days after receipt by the requesting Purveyor of an itemized voucher of costs. The requesting Purveyor shall have the right to audit books and records related to the cost of providing assistance.

9. Authorization: Effective Date: Duration. A Purveyor shall authorize and approve this Agreement by formal action of its governing body. This Agreement shall be effective upon authorizing actions by two or more Purveyors and is subject to the termination procedures set out herein, and shall remain in effect as long as two or more authorizing actions are in effect. Upon an authorizing action and execution of this Agreement, a Purveyor shall send a certified copy of the action and the Agreement to the City of Everett. The Everett Utilities Director shall maintain a list of mutual aid Purveyors hereunder and the job title of their respective Designated Officials and shall send an updated list to all Purveyors annually, and whenever Purveyors are added to or eliminated from the list or whenever a Purveyor changes the job title or title holder of its Designated Official for this Agreement.

10. Rescission of Prior Agreements.  
This Agreement, once formally authorized by each signing Purveyor, shall, one at a time, immediately supersede and rescind that same signing Purveyor's prior SEWER AND WATER MUTUAL AID AGREEMENT (developed in 1995) with all other signers of that Agreement.

11. Termination. This Agreement shall remain binding upon a Purveyor until that Purveyor repeals or revokes its authorizing action. Upon repeal or revocation, the Purveyor shall send a certified copy of the action to the Everett Utilities Director. Withdrawal from this Agreement shall not relieve the withdrawing Purveyor from the obligations incurred under this Agreement prior to the effective date of the withdrawal, which is the date upon which the withdrawing Purveyor delivers a copy of its repealing action or revocation to the Utilities Director for the City of Everett.

12. No Third Party Rights. This Agreement is for the benefit of the Purveyors who are active parties to this Agreement and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Purveyor owe any duty to a third party not a signatory of this Agreement by virtue of this Agreement.

13. Designated Official. All Agreement references to the Designated Official, whose job title is identified at the end of this Agreement, shall refer to the holder of that job title or his or her designee. The Purveyor may, at its discretion, change the job title of their Designated Official by notifying the City of Everett.

Job Title of Designated Official for the purposes of initiating this Agreement:

Assistant General Manager, Water Resources

[Printed JOB TITLE]

Public Utility District No. 1 of Snohomish County

[Printed NAME of PURVEYOR]

By (Signature)

Zeda Williams

Zeda Williams Interim Assistant General Manager

[Printed NAME, TITLE]

Dated:

8/15/06

ATTEST:

By (Signature)

Patricia Buescher

Patricia Buescher Clerk of the Board

[Printed NAME, TITLE]

Dated:

8/15/06

APPROVED AS TO FORM:

By (Signature)

Glen Mischke

Assistant General Manager

[Printed NAME, TITLE]

Dated:

8/15/06