

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:

PATRICK CURRAN
[Printed NAME]


SILVER LAKE WATER DISTRICT
[Printed NAME of PURVEYOR]

By (Signature) 

GENERAL MANAGER
[Printed NAME, TITLE]

Dated: 11-29-06

ATTEST:

By (Signature) 

SHELLEY STEVENS NOTARY
[Printed NAME, TITLE]

Dated: 11-29-06

**DESIGNATED OFFICIAL title and contact information
for Water and Sewer Mutual Aid Agreement - 2006**

(As of October 24, 2007)

Agreement Signatory	Agreement Designated Official (Title)	Current Designated Official Title holder (Name)	Designee of the Designated Official (Name)	Purveyor 24/7 Emergency Phone #
City of Everett	Utilities Director	Tom Thetford Desk 425-257-8824 Main Office..... 425-257-8800 Cell Phone..... 425-418-7795 Pager 425-388-2756 Home..... 360-659-1906 Email.... tthetford@ci.everett.wa.us	Mark Sadler Desk..... 425-257-8967 Main Office 425-257-8800 Cell Phone 425-210-0103 Pager 425-258-8722 Home 425-337-4703 Email... msadler@ci.everett.wa.us	425-257-8821 (staffed 24/7)
Snohomish County PUD	Assistant General Manager, Water Resources	Kim Moore Desk 425-783-8606 Main Office..... 425-783-8605 Cell Phone..... 425-530-6936 Pager Home..... 425-530-6936 Email..... kdmoores@snopud.com	Brant Wood Desk..... 425-783-8609 Main Office 425-783-8605 Cell Phone 425-870-1252 Pager..... 425-397-5377 Home 360-652-4083 Email..... bewood@snopud.com	425-783-1000 (staffed 24/7)
Olympic View Water District	General Manager	Roger Eberhart Desk 425-774-7769 Main Office..... 425-774-7769 Cell Phone..... 206-849-7706 Pager Home..... 206-546-8288 Email..... rogere@ovwater.com	Steve Dunphy Desk 425-774-7769 Main Office 425-774-7769 Cell Phone 425-508-7736 Pager Home 425-355-6232 Email..... steved@ovwater.com	425-774-7769 (linked to 24/7 answering service)
Mukilteo Water District	General Manager	Dan Hammer Desk 425-355-3355 Main Office..... 425-355-3355 Cell Phone..... 425-348-1000 Pager 425-388-2342 Home..... 425-353-1497 Email..... danh@mukilteowater.org	Kevin English Desk 425-355-3355 Main Office 425-355-3355 Cell Phone 425-356-9084 Pager 425-388-2345 Home 360-653-2879 Email kevine@mukilteowater.org	425-355-3355 (answering service to on-call person)

Agreement Signatory	Agreement Designated Official (Title)	Current Designated Official Title holder (Name)	Designee of the Designated Official (Name)	Purveyor 24/7 Emergency Phone #
Highland Water District	General Manager	Bob Shonka	Ray Phelps	425-303-2866 (pager)
		Desk..... 360-794-6900 Main Office 360-794-6900 Cell Phone 206-291-4944 Pager..... 425-303-2866 Home Email bobshonka@verizon.net	Desk..... 360-794-6900 Main Office 360-794-6900 Cell Phone 425-770-1889 Pager..... 425-303-2866 Home Email rayphelps@verizon.net	
City of Lynnwood	Public Works Director	Bill Franz	Harry Dahm	425-754-4338 (Nextel, wastewater utility on-call person)
		Desk..... 425-670-6657 Main Office 425-775-1971 Cell Phone 425-754-5951 Pager Home Email wfranz@ci.lynnwood.wa.us	Desk..... 425-670-6659 Main Office 425-775-1971 Cell Phone Pager Home Email hdahm@ci.lynnwood.wa.us	
City of Arlington	Public Works Director	Len Olive	James Kelly	Don Smith – Water: Cell: 425-754- 7432 Pager: 425-258- 0814 David Randolph – Sewer: Cell: 425-754- 7439 Pager: 425-258- 0813
		Desk..... 360-403-3544 Main Office 360-403-3500 Cell Phone 425-754-6278 Pager..... N/A Home 206-293-0195 Email lolive@ci.arlington.wa.us	Desk..... 360-403-3505 Main Office 360-403-3526 Cell Phone 425-754-7431 Pager..... N/A Home 360-341-3130 Email .jkelly@ci.arlington.wa.us	

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Silver Lake Water and Sewer District	General Manager	Patrick Curran Desk..... 425-337-3647 Main Office 425-337-3647 Cell Phone 425-750-0940 Pager..... N/A Home 206-720-7862 Email pmcurran@slwsd.com	Walt Robison Desk..... 425-337-3647 Main Office 425-337-3647 Cell Phone 425-750-0939 Pager 425-388-2289 Home 425-337-2199 Email: wrobison@slwsd.com	425-337-3647 (Answering & call out service)
		Timothy Heydon Desk..... 360-568-3115, x161 Main Office 360-568-3115 Cell Phone 425-508-2286 Pager..... Home 206-527-1488 Email heydon@ci.snohomish.wa.us	Karen Latimer Desk..... 360-568-3229 Main Office 360-282-3180 Cell Phone 425-328-0780 Pager..... N/A Home 360-653-6177 Email latimer@ci.snohomish.wa.us	
Alderwood Water District	General Manager	Arden Blackledge Desk..... 425-743-4605, x346 Main Office 425-743-4605 Cell Phone 206-406-8190 Pager..... N/A Home 425-883-9805 Email: arden@alderwoodwater.com	Joe Bolam Desk..... 425-787-0250, x237 Main Office 425-787-0250 Cell Phone 425-218-7647 Pager N/A Home 253-770-4184 Email: jbolam@alderwoodwater.com	425-672-4111 (AWWS's answering service)
		Gary Hajek Desk..... 360-668-6766, x102 Main Office 360-668-6766 Cell Phone 425-239-9843 Pager..... Home 360-794-3664 Email gary@crossvalleywater.net	Dave Calvo Desk..... 360-668-6766, x104 Main Office 360-668-6766 Cell Phone 425-339-7742 Pager..... Home 425-210-9509 Email davec@crossvalleywater.net	
Cross Valley Water District	General Manager			

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City of Edmonds	Public Works Director	Noel Miller	Jim Waite	Pager: 425-303-3575 Cell: 425-308-9867
		Desk..... 425-771-0234 Main Office 425-771-0235 Cell Phone 206-696-3722 Pager..... N/A Home 206-328-4378 Email .. nmiller@ci.edmonds.wa.us	Desk..... 425-771-0235, x1649 Main Office 425-771-0235 Cell Phone 425-870-0617 Pager..... 425-303-3584 Home 360-794-5671 Email .. waite@ci.edmonds.wa.us	
City of Marysville	Public Works Superintendent	Larry Larson	Terry Hawley	425-339-0613 (Rotating pager)
		Desk..... 360-363-8119 Main Office 360-363-8100 Cell Phone 425-754-8290 Pager..... Home 425-337-8742 Email llarson@ci.marysville.wa.us	Desk..... 360-363-8161 Main Office 360-363-8100 Cell Phone 425-754-8284 Pager..... Home 360-652-4341 Email thawley@ci.marysville.wa.us	
City of Monroe	Public Works Director	Gene Brazel	Jakeh Roberts	425-239-0189 (Pager.Phone)
		Desk..... 360-863-4500 Main Office 360-794-6100 Cell Phone 425-754-3750 Pager N/A Home 360-805-1716 Email gbrazel@ci.monroe.wa.us	Desk..... 360-863-4502 Main Office 360-794-6100 Cell Phone 425-754-3752 Pager..... N/A Home 360-794-7668 Email .jroberts@ci.monroe.wa.us	
		Name _____ Desk..... _____ Main Office _____ Cell Phone _____ Pager..... _____ Home _____ Email .. _____	Name _____ Desk..... _____ Main Office _____ Cell Phone _____ Pager..... _____ Home _____ Email ... _____	

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		Name _____ Desk..... _____ Main Office _____ Cell Phone _____ Pager..... _____ Home _____ Email .. _____	Name _____ Desk..... _____ Main Office _____ Cell Phone _____ Pager..... _____ Home _____ Email ... _____	_____ (staffed, dialer, etc.?)