

SILVER LAKE WATER DISTRICT
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 456

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SILVER LAKE WATER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, AUTHORIZING AND APPROVING THE SEWER AND WATER MUTUAL AID AGREEMENT FOR THE PROVISION OF PERSONNEL AND EQUIPMENT IN DISASTERS AND EMERGENCIES.

WHEREAS, the Commissioners have reviewed the Sewer and Water Mutual Aid Agreement for responding to disasters and emergencies and find that it is in the best interest of the District to participate in mutual aid with other public sewer and water agencies to respond to any disasters and emergencies.

NOW THEREFORE, BE IT RESOLVED THAT:

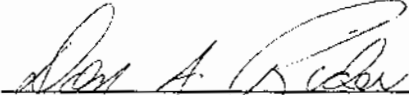
Section 1. The Commissioners approve of and the General Manager is authorized to sign the Sewer and Water Mutual Aid Agreement attached to this resolution.

Section 2. The staff is directed and authorized to send a certified copy of this resolution to the Everett Public Works Department.

ADOPTED by the Board of Commissioners at a regular meeting of the Silver Lake Water District, Snohomish County, Washington this 13th day of July, 1995.



President and Commissioner



Secretary and Commissioner



Commissioner

I CERTIFY the above to be a true and correct copy of Resolution No. 456 adopted by the Board of Commissioners of the Silver Lake Water District this 13th day of July, 1995 as said Resolution appears in the records of the Silver Lake Water District.



Secretary of the Silver Lake Water District

SEWER AND WATER MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is by and between all public sewer and water utilities (Public Agencies) that have authorized this agreement under the procedure of this agreement.

RECITALS

- A. Chapter 39.34 RCW authorizes public agencies to contract with each other to provide services.
- B. The public agencies desire to provide personnel and equipment to any other public agencies that request assistance to handle a disaster or emergency.

AGREEMENT

It is agreed by the districts as follows:

1. Request for Assistance. A public agency, through its designated official, may request another public agency to send personnel 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 designated official as soon as practicable after the request. Each request shall describe the equipment, personnel, expertise 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 public agency, through its designated official, shall as soon as possible determine whether personnel and equipment are available to respond to the request for disaster or emergency assistance.

Following the determination, the responding agency's official shall as soon as possible advise the requesting agency of the availability of personnel and equipment and, if personnel and equipment are available, the approximate time when such will be provided. The judgment of the responding agency's designated official shall be final as to the availability of personnel and equipment. A responding agency shall not be liable to the requesting district or any person or entity for failing to respond to a request for assistance or provide personnel and equipment

4. Control of Personnel and Equipment Personnel and equipment of the responding agency that are made available to the requesting agency shall, whenever possible, remain under the control and direction of the responding agency. The requesting agency shall coordinate the activities of personnel and equipment of the responding agency. The responding agency shall retain the right to withdraw some or all of its personnel and equipment whenever they are needed by the responding agency. Notice of intention to withdraw shall be communicated to the requesting agency's designated official, or the official's designee, as soon as possible.

5. Status of Personnel All privileges, immunities, rights, duties and benefits of officers and employees of the responding agency shall apply while those

officers and employees are performing functions and duties within the requesting district, unless otherwise provided by law.

6. Indemnification An agency shall defend, hold harmless and indemnify all other agency and their officers and employees, from any and all claims, suit or actions, including the cost of defense, arising from the willful or negligent acts and omissions of its own officers and employers while operating under this agreement.

7. Insurance An agency 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 agency shall reimburse the responding agency for the cost of providing assistance. The reimbursement shall be based upon the responding agency's schedule of hourly or daily rates for personnel and costs of equipment. Reimbursement shall be made within 90 days after receipt by the requesting agency of an itemized voucher of costs.

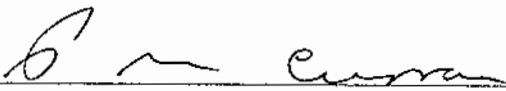
9. Operational Procedures The agencies will establish operational, cost reimbursement and planning procedures for carrying out this Agreement.

10. Authorization: Effective Date: Duration An agency shall authorize and approve this agreement by resolution. This agreement shall be effective upon adoption of authorizing resolutions by two agencies and subject to the termination procedures hereafter, shall remain in effect as long as two or more authorizing resolutions are in effect. Upon adoption of an authorizing resolution and execution of this agreement, an agency shall send a certified copy of the resolution and the agreement to the City of Everett. The Everett Public Works Director shall maintain a list of mutual aid agencies

hereunder and shall send an updated list to all agencies whenever agencies are added to or eliminated from the list.

11. Termination This agreement shall remain binding upon an agency until it repeals the authorizing resolution. Upon adoption of a repealing resolution, the agency shall send a certified copy of the resolution to the Everett Public Works Director. Withdrawal from this agreement shall not relieve the withdrawing agency from the obligations assumed under this agreement prior to the effective date of the withdrawal.

12. No Third Party Rights This Agreement is for the benefit of the agencies and no person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any agency owe any duty to a third party by virtue of this Agreement.



Silver Lake Water District, General Manager

7-14-95
Date



PUBLIC WORKS

MEMORANDUM

TO: EWUC Members

FROM: Dan Lowell *DL*

DATE: June 29, 2001

SUBJECT: Mutual Aid Agreement

In 1995 the following 10 EWUC members signed a mutual aid agreement designed for response to disasters and emergencies:

- Alderwood Water District
- Cross Valley Water District
- City of Edmonds
- City of Everett
- City of Lynnwood
- City of Marysville
- City of Monroe
- Mukilteo Water District
- Olympic View Water and Sewer District
- Silver Lake Water District

In an effort to minimize the flow of paper, the authorization paragraph (10) was written so that only Everett would need to have signed agreements from each of the participants. The signature page requires the approval of an individual agency only. Two agencies must approve the mutual aid agreement (in the form of a resolution) in order for it to take effect. Upon adoption, a certified copy of the resolution must be forwarded to the City of Everett. The Everett Public Works Director is responsible for maintaining a current list of mutual aid agencies and is required to update the list whenever agencies are added or removed. This avoids the need for all participants to have copies of each others signed agreements (resolutions).