

**KING COUNTY WATER DISTRICT NO. 125
KING COUNTY, WASHINGTON**

RESOLUTION NO. 06-05-10-398

RESOLUTION OF THE BOARD OF COMMISSIONERS OF KING COUNTY
WATER DISTRICT NO. 125, KING COUNTY, WASHINGTON, APPROVING
AN INTERLOCAL AGREEMENT FOR MUTUAL AID.

WHEREAS, Chapter 57.08 RCW and Chapter 39.34 RCW authorize water-sewer districts ("districts") to contract with other districts and public agencies to jointly and cooperatively carry out their lawful purpose and authority to provide utility services to their customers; and

WHEREAS, districts are also authorized to provide mutual aid and assistance to other districts and public agencies that request such aid and assistance in the event of disasters and emergencies; and

WHEREAS, King County Water District No. 125 ("District") is a member of the Washington Association of Sewer and Water Districts, a Washington non-profit corporation formed and existing to assist and promote districts ("Association"); and

WHEREAS, the Association has prepared a form mutual aid agreement in the form attached hereto as **Exhibit A** and incorporated herein by this reference ("Mutual Aid Agreement" or "Agreement") for districts to approve and adopt to provide protocols and procedures for districts which have adopted the Mutual Aid Agreement to request aid and assistance in the event of disasters and emergencies from other districts which have also adopted the Mutual Aid Agreement; and

WHEREAS, the District now desires to approve the Mutual Aid Agreement to facilitate providing and receiving aid and assistance to and from other districts in the event of disasters and emergencies; now, therefore,

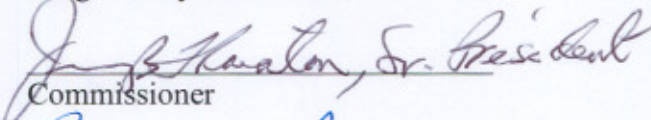
BE IT RESOLVED, by the Board of Commissioners of King County Water District No. 125, King County, Washington, as follows:

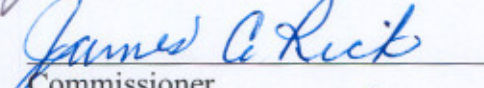
1. The Mutual Aid Agreement in the form attached hereto as **Exhibit A** is hereby approved and Commissioner Jerry Thornton is hereby authorized and directed to execute the Agreement on behalf of the District.

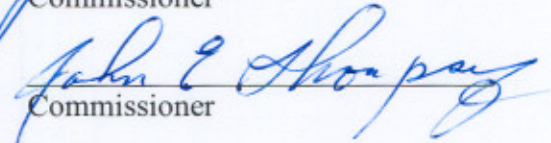
2. District staff are hereby authorized and directed to provide a certified copy of this resolution and the executed Agreement to the Association and to carry out and perform the terms and conditions of the Agreement.

ADOPTED by the Board of Commissioners of King County Water District No. 125, King County, Washington, at a regular open public meeting thereof held on the 10th day of May, 2006.

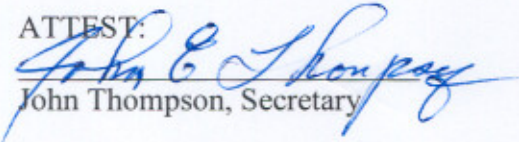
Board of Commissioners
King County Water District No. 125


Commissioner

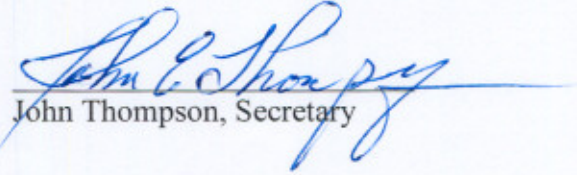

Commissioner


Commissioner

ATTEST:


John Thompson, Secretary

I, the undersigned, Secretary of the Board of Commissioners of King County Water District No. 125, King County, Washington, do hereby certify that the within and foregoing is a true and correct copy of Resolution No. 06-05-10-398 adopted at the regular open public meeting thereof held on the 10th day of May, 2006.


John Thompson, Secretary



SEWER & WATER AGENCY MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is by and between all sewer and water agencies that have authorized this agreement under the procedures of this agreement.

Recitals:

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

Agreement

It is agreed by the agencies as follows:

1. **Request for Assistance.** An agency, through its designated official, may request another agency to send resources 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 such a dimension or degree of destructiveness as to warrant the Governor of the State of Washington to declare a state of emergency.
3. **Response to Request.** The responding agency, through its designated official, shall, as soon as possible, determine whether resources are available to respond to the request for disaster or emergency assistance. Following the determination, the responding agency's designated official shall, as soon as possible, advise the requesting agency of the availability of resources and, if resources are available, the approximate time when such will be provided. The judgement of the responding agency's designated official shall be final as to the availability of resources. A responding agency shall not be liable to the requesting agency or any person or entity for failing to respond to a request for assistance or provide resources.
4. **Control of Resources.** Resources 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 resources of the responding agency. The responding agency shall retain the right to withdraw some or all of its resources 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 agency', unless otherwise provided by law.

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

7. **Insurance.** An agency shall maintain insurance for the activities of its resources while operating outside of the agency under this Agreement, which insurance shall be at least equal to the insurance the agency maintains for the activities of its resources while operating within the agency.

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 shall 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 or authorizing resolutions by two agencies and 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 agreement to the Washington Association of Sewer and Water Districts. The Association shall maintain a list of all agencies and shall send an updated list to all agencies whenever an agency is added 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 Washington Association of Sewer and Water Districts. Withdrawal from this agreement shall not relieve the withdrawing agency from 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.

Water District 125
Agency Name

King
County, Washington

Joseph Hunter, Sr. President
Authorized Representative

05/10/06
Date