

RESOLUTION NO. 504

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

WHEREAS, the Board of Commissioners has reviewed the Sewer and Water District Mutual Aid Agreement for responding to disasters and emergencies; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the District to participate in mutual aid with other sewer and water districts to respond to any disasters or emergencies; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Birch Bay Water and Sewer District, Whatcom County, Washington, as follows:

SECTION 1. The Board of Commissioners approves and the President of the Board is authorized to sign the Sewer and Water District Mutual Aid Agreement attached to this resolution.


SECTION 2. The District Manager or the Secretary of the Board is directed and authorized to send a certified copy of this resolution to the Executive Director of the Washington State Association of Sewer Districts.


SECTION 3. BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

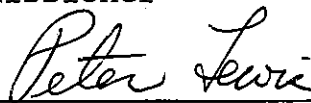
SECTION 4. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

SECTION 4. This Resolution shall be in full force and effect on June 18, 1992.

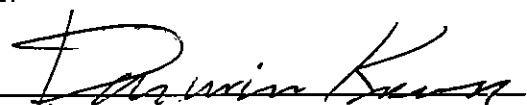
PASSED by the Board of Commissioners of Birch Bay Water and Sewer District, Whatcom County, Washington, at a regular meeting held the 18 day of June, 1992.


Commissioner


Commissioner


Commissioner

THIS IS TO CERTIFY that the above is a true and correct copy of Resolution No. 504 of Birch Bay Water and Sewer District, Whatcom County, Washington, adopted at the regular meeting of the Board of Commissioners on June 18, 1992.


Secretary

WATER AND SEWER DISTRICT MUTUAL AID AGREEMENT

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

RECITALS:

A. RCW Chapter 39.34 authorizes sewer and water districts to contract with each other to provide services.

B. The districts desire to provide personnel and equipment to any other districts that request assistance to handle a disaster or emergency.

AGREEMENT

It is agreed by the districts as follows:

1. Request for Assistance. A district, through its designated official, may request another district 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 such 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 district, 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 district's designated official shall as soon as possible advise the requesting district 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 district's designated official shall be final as to the availability of personnel and equipment. A responding district 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 district that are made available to the requesting district shall, whenever possible, remain under the control and direction of the responding district. The requesting district shall coordinate the activities of personnel and equipment of the responding district. The responding district shall retain the right to withdraw some or all of its personnel and equipment

whenever they are needed by the responding district. Notice of intention to withdraw shall be communicated to the requesting district'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 district shall apply while those officers and employees are performing functions and duties within the requesting district, unless otherwise provided by law.

6. Indemnification. A district shall defend, hold harmless and indemnify all other districts, 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. A district shall maintain insurance for the activities of its personnel and equipment while operating outside of the district under this Agreement, which insurance shall be at least equal to the insurance the district maintains for the activities of its personnel and equipment while operating within the district.

8. Cost Reimbursement. The requesting district shall reimburse the responding district for the cost of providing assistance. The reimbursement shall be based upon the responding district'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 district of an itemized voucher of costs.

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

10. Authorization; Effective Date; Duration. A district shall authorize and approve this agreement by resolution. This agreement shall be effective upon adoption of authorizing resolutions by two districts 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, a district shall send a certified copy of the resolution and the agreement to the Executive Director of the Washington State Association of Sewer Districts. The Executive Director shall maintain a list of all districts and shall send an updated list to all districts whenever a district is added to or eliminated from the list.

11. Termination. This agreement shall remain binding upon a district until it repeals the authorizing resolution. Upon adoption of a repealing resolution, the district shall send a certified copy of the resolution to the Executive Director of the Washington State Association of Sewer Districts. Withdrawal from

this agreement shall not relieve the withdrawing district 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 districts and no person or entity shall have any rights under this Agreement as a third party beneficiary.

BIRCH BAY WATER AND SEWER DISTRICT,
WHATCOM COUNTY, WASHINGTON

BY Carl F. Reichhardt
President

BY Darwin K...
Secretary

DATE: 6-18-92