CITY OF SHORELINE

I-09-009

Contract # 5291
*(obtain from City Clerk)*

# CONTRACT REVIEW/APPROVAL ROUTING FORM

*INSTRUCTIONS:*

1. **First time original contracts**
   a. Contact City Clerk's Office for Contract Number
   b. One copy of the Contract Routing Form
   c. Two original contract documents

2. **Amendments/Change Orders**
   a. Contact City Clerk's Office for a NEW Contract Number
   b. One copy of the Contract Routing Form
   c. Two original amendments/change orders
   d. One copy of the original contract

FILED
MAY 15 2009
CITY CLERK
CITY OF SHORELINE

## CONTRACT DESCRIPTION

**Originator:** Gail Marsh **Routed by:** Victoria Alie
**Department/Division:** Emergency Management **Date:** April 21, 2009

**Type of Contract:**
☐ (A) Addendum/Change Order ☐ (W) Public Works ☒ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services
☐ (L) Lease Agreement ☐ (I) Intergov't Agreement

**CONTRACT TITLE:** **Shoreline Emergency Management Mutual Aid Agreement**
**Brief Description of Services:** Mutual Aid Agreement with Shoreline Water District

**Contract Modification:** Has the original contract boilerplate language been modified? ☐ Yes ☒ No
*If yes, list which sections have been modified:*

**Bid/RFP Number:**
**Name of Consultant/Contractor:** Shoreline Water District
**Effective Date:** 4/21/09 **Termination Date:** on-going

**Total Amount of Contract** *(including reimbursable expenses)*: _____
**Org Key – Obj Number:** _____ **Amount:** _____ **J/L Number** *(if required)*: _____
**Org Key – Obj Number:** _____ **Amount:** _____ **J/L Number** *(if required)*: _____
**Org Key – Obj Number:** _____ **Amount:** _____ **J/L Number** *(if required)*: _____
**Org Key – Obj Number:** _____ **Amount:** _____ **J/L Number** *(if required)*: _____

**Budget:** Are there sufficient funds in the current budget to cover this contract? ☐ Yes ☐ No
*If no, where are the additional funds coming from?* _____

**Payment Terms** *(monthly installments, progress payments, etc.)*: _____

**Remarks:** *This is a voluntary mutual aid agreement with no financial obligations for either party*
*Water District requests 4 original signatured contracts*

## SIGNATURE ROUTING

☒ 1. Project Manager/Director — Gail Marsh
☒ 2. Risk Management/Budget — 7/1
☒ 3. City Attorney — FPC 4/28/09
☐ 4. Send to Consultant for signature *(only contract documents)*
☐ 5. Department Director
☐ 6. City Council approval *(if required)*
☒ 7. City Manager — 5/15/09
☒ 8. City Clerk — 5-15-09
☐ 9. Originating Department

## PRIOR TO EXECUTION – MUST BE ATTACHED

**For Public/Small Works Contracts:**
☐ Contractor Responsibility Form ☐ W-9 Form
☐ Contract Bond/In Lieu of Form
☐ Certificate of Insurance

**For Service Contracts:**
☐ Certificate of Insurance
☐ W-9 Form

CITY OF SHORELINE

# Memorandum

**DATE:** **May 5, 2009**

**TO:** **Bob Olander, City Manager**

**FROM:** **Gail C. Marsh, EMC** gcm

**RE:** **Shoreline Emergency Management Mutual Aid Agreement**

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Please find attached copies of the City of Shoreline Emergency Management Mutual Aid Agreement signed by the community agency identified in the contract. The City has had a history of having signed Interlocal Agreements with community partners who have representatives on the City of Shoreline Emergency Management Council. After a review of the agreement by Assistant City Attorney Flannary Collins, we were advised that the legally correct form of agreement should be a Mutual Aid Agreement, as participation is purely voluntary. Ms Collins has revised the agreement to reflect this voluntary MOU agreement. The Emergency Management Council voted to accept the new format and language. The mutual aid agreement basically states that if the named agency has resources to share during an emergency they can voluntarily commit those resources in the aid of service delivery. It also gives us a point of contact (s) for us so we are able to reach them during an EOC activation when we determine resources may be needed. SMC 20.50.060 gives staff the authority to review and update the plan annually for needed improvements and gives the City Manager the authority to approve the updates.

Shoreline
City Clerk
Receiving
Number
5291

*Shoreline Emergency Management Mutual Aid Agreement*

This Shoreline Emergency Management Mutual Aid Agreement, hereinafter referred to as the "Agreement," is made and entered into by public and private organizations (hereafter "Subscribing Organizations") within or neighboring the corporate limits of the City of Shoreline, Washington. This Agreement endeavors to provide a timely emergency response and recovery through cooperation, coordination and sharing of resources and expertise during an emergency.

WHEREAS it is desirable that the resources and facilities of the state, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public and private agencies be made available to prevent and combat the effects of emergencies and disasters which may result from such situations as volcanic eruption, flood, fire, earthquake, tsunamis, or other natural, technological hazards, or human-related emergencies;

WHEREAS Subscribing Organizations have expressed mutual interest in establishing a local agreement that facilitates and encourages sharing of equipment, supplies, personnel and facilities during emergencies and disasters;

WHEREAS Subscribing Organizations have traditionally assisted each other in times of emergencies, based on goodwill, without any formal basis or agreement;

WHEREAS Subscribing Organizations have expressed an interest in ensuring that local resources are made available to meet local needs in an emergency before being made available to the other sub-regional, regional or state needs under the terms of the Regional Disaster Plan for Public and Private Organizations in King County.

WHEREAS Subscribing Organizations are encouraged to participate in the Regional Disaster Plan for Public and Private Organizations in King County.

WHEREAS Subscribing Organizations have developed and maintained an emergency operations plan that guides the reporting, response, recovery, and mitigation to an emergency related to their operations and responsibilities.

WHEREAS RCW 38.52.070 provides the City of Shoreline with broad emergency authority to coordinate response, recovery and mitigation activities within the City of Shoreline to protect life and property.

WHEREAS Subscribing Organizations have expressed a mutual interest to cooperatively develop plans, policies and procedures to provide a timely, orderly and effective response to an emergency in a proactive manner.

NOW, THEREFORE, the subscribers agree to the terms set forth below.

## 1. Definitions

A. "Agreement" means this Mutual Aid Agreement and any identical agreements executed in counterparts which bind the executing Subscribing Organizations to its terms and conditions to provide and receive Emergency Assistance.
B. "Assistance Costs" means any labor, material and equipment costs that are incurred by Lending Organization (as defined below) in providing any asset, service or assistance requested. For further information on costs, see Section 9.
C. "Borrowing Organization" means a Subscribing Organization which has adopted, signed and subscribed to this Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Agreement.
D. "Emergency" includes, but is not limited to, a human-caused or natural event or circumstance, within the area of operation of any Subscribing Organization, causing or threatening loss of life, damage to natural resources, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected Subscribing Organization, in terms of personnel, equipment, materials, supplies or facilities, thereby requiring Emergency Assistance.
E. "Emergency Assistance" means the availability of employees, services, equipment, materials, or supplies offered during an Emergency by Lending Organization and accepted by Borrowing Organization to assist in maintaining or restoring normal services when such services have been disrupted in an emergency where coordination and facilitating resource sharing with other Subscribing Organization is necessary or advisable, as determined by the requesting organization.
F. "Emergency Contacts" are the persons, in a line of succession, listed on Exhibit A of the Shoreline Emergency Management Mutual Aid Agreement executed and submitted by each Subscribing Organization. The list includes names, addresses and 24-hour phone numbers of the Emergency Contacts of each Subscribing Organization. The people listed as Emergency Contacts will have (or can quickly get) the authority of the Subscribing Organization to commit its available equipment, services and personnel for the organization. Each Subscribing Organization shall provide the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contacts.
G. "Emergency Operations Center" (EOC) serves as the single coordinating point for response and recovery during an emergency. The Incident Command Post when established serves as the tactical, on-scene command and control element for incident response. The EOC performs unified command, control and resources coordination between Subscribing Organizations, Regional Disaster Plan Zone 1, County, State and Federal agencies.
H. "Emergency Management Council" acts in an advisory capacity to the City Manager and Emergency Management Coordinator, established under Shoreline Municipal Code 2.50. The Council also acts to resolve disputes between Subscribing Organizations. The Emergency Management Council serves as the local organization pursuant to RCW 38.52.070 and is established in SMC 2.50.040.

I. "Lending Organization" means a Subscribing Organization which has signed this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Subscribing Organization pursuant to the terms and conditions of this Agreement.

J. "Subscribing Organization" means the executive governing authority of any member of the Shoreline Emergency Council as established in SMC 2.50.040 that chooses to sign this Agreement and that chooses to subscribe to and sign onto the Regional Disaster Plan for Public and Private Organizations in King County for Public and Private Organizations in King County.

## 2. Term of Agreement and Termination

A. This Agreement is effective upon execution by two or more Subscribing Organizations and shall remain in effect until terminated by all parties. A Subscribing Organization opting to terminate its participation in this Agreement shall provide a written notice of termination 180 days in advance of the termination date by notification to the City Manager, City of Shoreline, 17544 Midvale Avenue N., Shoreline, Washington 98133.

B. The City Manager shall notify the Emergency Management Council of the termination and the Emergency Management Council shall notify all Subscribing Organizations of the termination. Any terminating Subscribing Organization shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

C. In the event an emergency impacts a large geographical area that activates either federal or state emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such federal and state laws.

## 3. Agreement Activation

A. The Agreement is activated when the City's Emergency Operations Center ("EOC") is activated by the City Manager or designee, based on anticipated or present events that require the coordination of resources to provide an effective response and recovery to protect human life, property or natural resources.

B. Parties to this Agreement may request activation of the EOC by communicating with the City Manager or designee.

C. The EOC will function using the Incident Command System to coordinate community emergencies.

D. Once activated, the Emergency Operations Center will be managed by the Shoreline Emergency Management Coordinator. The head of each Section will be a City of Shoreline employee appointed by the City Manager.

| EOC SECTION | Purpose |
|---|---|
| Finance/Administration | The Finance and Administration Section shall have oversight of all contracts and financial obligations. |
| Logistics | The Logistics Section is responsible for acquiring and coordinating the availability and sharing of all local resources made available by the |

| | |
|---|---|
| | Subscribing Organizations. |
| Planning | The Planning Section plans for resources and identifies the need for resources, as requested by participating bodies. |
| Operations | The Operations Section shall deploy resources. |

**4. Responsibilities of Subscribing Organizations**

A. Upon executing the Agreement, each Subscribing Organization agrees to:

1) Provide in Exhibit A to this Agreement the organization's information of the individual(s) serving as the single point of contact for resource sharing and as the organization's representative during meetings convened under this Agreement (hereafter "Emergency Contacts"). The Emergency Contacts are also responsible for taking the initiative to obtain and communicate decisions and discussion items of any meeting convened under this Agreement. This information shall be updated on an annual basis.

2) Maintain a copy of the City of Shoreline's Comprehensive Emergency Management Plan ("CEMP"), a signed copy of this Agreement and a list of Subscribing Organizations who have executed this Agreement. The City shall distribute the list to all Subscribing Organizations.

3) Provide in Exhibit B to this Agreement a list of resources, equipment and services that may be available during emergencies, and update this list on an annual basis; provided that each Subscribing Organization may determine that certain resources, equipment and services are unavailable in the event of EOC activation.

4) Participate in scheduled meetings to coordinate operational and implementation issues.

B. Upon activation of the EOC, each party agrees, on a voluntary basis, to provide emergency assistance in the form of resources, such as equipment, supplies and personnel, or the direct provision of services to other Subscribing Organizations to assist in the prevention and combating of emergencies or disasters. The furnishing of services and resources shall be at the discretion of the Lending Organization and, with proper notice, any Subscribing Organization may withdraw resources it has provided at any time without incurring any liability.

C. No Subscribing Organization shall be liable to another Subscribing Organization for, or be considered to be in breach of or default, under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in Section 9.

**5. Requests for Emergency Assistance**

A. For better coordination of resources, all requests for emergency assistance should be submitted to the City of Shoreline Emergency Operations Center. All requests should provide the following information: a description of the problem, an estimate of the resources needed to support, control and repair the problem, and the potential for damage should the problem not be fixed. The Emergency Operations Center will direct all communications regarding requests for emergency assistance to the designated Emergency Contact Points.

Upon receipt of a request for resources, all Subscribing Organizations will make diligent efforts to respond to the request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

If any Subscribing Organization receives a request for assistance from a non-Subscribing Organization, that request shall be coordinated through the Emergency Operations Center.

**6. Loans of Equipment and Supplies**

A. Upon receiving a request for equipment or supplies, a Subscribing Organization may release the equipment or supplies directly to the Borrowing Organization. Although the Lending Organization shall endeavor to provide equipment in good working order, all equipment is provided "as is," with no representations or warranties as to its fitness for particular purpose. At the option of the Lending Organization, loaned equipment may be loaned with an operator.

B. Equipment shall be used only by properly trained and supervised operators. The Borrowing Organization will take proper precaution in its operation, storage and maintenance of Lending Organization's equipment.

C. Borrowing Organization shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.

D. Loaned equipment shall be returned to Lending Organization upon release by Borrowing Organization or immediately upon Borrowing Organization's receipt of an oral or written request from Lending Organization for the return of the equipment. When notified to return the equipment to a Lending Organization, Borrowing Organization shall make every effort to return the equipment to Lending Organization's possession within 24 hours following notification. Subscribing Organizations recognize that resources on loan may not be immediately available for recall.

E. Lending of equipment shall not constitute a dedication of the facilities or assets of such Subscribing Organization, or any portion thereof, to the public or to the other Subscribing Organization. Nothing in this Agreement shall be construed to give a Subscribing Organization any right of ownership, possession, use or control of the facilities or assets of the other Subscribing Organization.

**7. Loans of Personnel**

A. Lending Organization may, at its option, make such employees as are willing to participate available to Borrowing Organization at Borrowing Organization's expense equal to Lending Organization's full cost, including employee's salary or hourly wages, callback or overtime costs, benefits and overhead, and consistent with Lending Organization's personnel union contracts, if any, or other conditions of employment.

B. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by Borrowing Organization. Borrowing Organization is responsible for assuring such arrangements as may be necessary to provide for the safety, housing, meals and transportation to and from job sites/housing sites (if necessary) for loaned personnel.

C. Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Lending Organization will be recorded on a shift-by-shift basis by

Lending Organization and/or the loaned employee(s) and will be provided to Borrowing Organization as needed.

D. All Subscribing Organizations' Emergency Contact Points or their designees shall develop planning details associated with being a Borrowing Organization or Lending Organization under the terms of this Agreement. Lending Organization personnel providing Emergency Assistance shall be under the administrative control of their agency supervisors but the organizational units will come under the operational control of the command structure of the Borrowing Organization.

E. Lending Organization shall not be liable for cessation or slowdown of work if Lending Organization employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve Borrowing Organization of any responsibility or create any liability on the part of Lending Organization for decisions and/or consequences of the response operation. Loaned personnel may refuse to direct the activities of others without creating any liability on the part of Lending Organization.

F. Any valid licenses relating to the skills required for the emergency work issued to Lending Organization personnel by Lending Organization or Lending Organization's state may be recognized by Borrowing Organization during the period of emergency and for purposes related to the emergency.

G. When notified to return personnel to a Lending Organization, Borrowing Organization shall make every effort to release the personnel to Lending Organization immediately after notification.

**8. Independent Contractor and/or Agency**

A. Lending Organization shall be and operate as an independent contractor of Borrowing Organization in the performance of any Emergency Assistance, meaning that employees of Lending Organization shall at all times, while performing Emergency Assistance, continue to be employees of Lending Organization and shall not be deemed employees of Borrowing Organization for any purpose.

B. Lending Organization shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct or indirect compensation, benefits and related obligations with respect to its own employees. Each Subscribing Organization shall provide workers compensation in compliance with statutory requirements. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Section 9.

C. In no event shall Lending Organization or its officers, employees, agents or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Borrowing Organization under or by virtue of this Agreement.

**9. Payment for Emergency Assistance**

A. The Subscribing Organization receiving emergency assistance shall pay to Lending Organization all valid and invoiced Assistance Costs within 90 days of receipt of Lending Organization's invoice. Invoices shall clearly state the event, general location

where services or assistance is provided, resources utilized, hours of service or assistance and the rate. Under all circumstances, Borrowing Organization remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement. The Lending Organization has the option to accept payment of cash or payment in kind for any supplies, personnel, equipment, or parts provided.

B. Use of equipment, such as construction equipment, road barricades, vehicles, and tools, shall be invoiced at the Lending Organization's current equipment rate. When no current rates have been established, the hourly operating costs will conform to an industry standard publication as selected by the Emergency Management Council or as mutually agreed between the Borrowing and Lending Organizations. Equipment and tool loans are subject to the following conditions:

1) Lending Organization's costs related to the transportation, handling and loading/unloading of equipment shall be chargeable to Borrowing Organization. Lending Organization shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lending Organization's employees who perform such services.
2) Without prejudice to a Lending Organization's right to indemnification under Section 10, in the event loaned equipment is lost or damaged while being dispatched to Borrowing Organization, or while in the custody and use of Borrowing Organization, or while being returned to Lending Organization, Borrowing Organization shall reimburse Lending Organization for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired or replaced within a time period requested by Lending Organization, then Borrowing Organization shall reimburse Lending Organization for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Lending Organization. If Lending Organization must lease or rent a piece of equipment while Lending Organization's equipment is being repaired or replaced, Borrowing Organization shall reimburse Lending Organization for such costs. Borrowing Organization shall have the right of subrogation for all claims against persons other than Subscribing Organizations to this Agreement who may be responsible in whole or in part for damage to the equipment. Borrowing Organization shall not be liable for damage caused by the sole negligence of Lending Organization's employee(s) and/or operator(s).
3) Borrowing Organization shall reimburse Lending Organization in kind or at Lending Organization's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between Borrowing Organization and Lending Organization. Other reusable materials and supplies which are returned to Lending Organization in clean, damage-free condition shall not be charged to Borrowing Organization and no rental fee will be charged. Lending Organization shall determine whether items returned are "clean and damage-free," and items shall be treated as partially consumed or non-returnable materials and supplies if items are found to be damaged.

4) Lending Organization will provide shipping records for materials and equipment, and Borrowing Organization is responsible for any required documentation of use of material and equipment for state or federal reimbursement. The documentation will be presented to the Administration/Finance Section of the EOC.

## 10. Indemnification and Limitation of Liability

A. *Indemnification.* Except as provided below to the fullest extent permitted by applicable law, Borrowing Organization releases and shall indemnify, hold harmless and defend each Lending Organization, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to Borrowing Organization arising before, during or after performance of the Emergency Assistance and whether suffered by any of the Subscribing Organizations or any other person or entity. Borrowing Organization agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, Borrowing Organization, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

B. *Activities in Bad Faith or Beyond Scope.* Any Subscribing Organization shall not be required under this Agreement to indemnify, hold harmless and defend any other Subscribing Organization from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Subscribing Organization's officers, employee or agents acting in bad faith or performing activities beyond the scope of their duties.

C. *Liability for Participation.* In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Borrowing Organization agrees to indemnify, hold harmless and defend, to the fullest extent of the law, each Subscribing Organization to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding, is the execution and approval of this Agreement.

D. *Delay or Failure to Respond.* No Subscribing Organization shall be liable to another Subscribing Organization under this Agreement due to any delay or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement. In addition, no Subscribing Organization shall be considered to be in breach or in default of this Agreement for delay or failure to perform any obligation, except for failure to make payment.

E. *Subscribing Organization Litigation Procedures.* Each Lending Organization seeking to be released, indemnified, held harmless or defended under this Agreement with respect to any claim shall promptly notify Borrowing Organization of such claim and shall not settle such claim without the prior consent of Borrowing Organization, which consent shall not be unreasonably withheld. Such Subscribing Organization shall have the right to participate in the defense of said claim to the extent of its own interest.

Subscribing Organization's personnel shall cooperate and participate in legal proceedings if so requested by Borrowing Organization and/or required by a court of competent jurisdiction.

## 11. Subrogation

A. *Borrowing Organization's Waiver.* Borrowing Organization expressly waives any rights of subrogation against Lending Organization which it may have on account of or in connection with Lending Organization providing Emergency Assistance to Borrowing Organization under this Agreement.

B. *Lending Organization's Reservation and Waiver.* Lending Organization expressly reserves its right to subrogation against Borrowing Organization to the extent Lending Organization incurs any self-insured, self-insured retention or deductible loss. Lending Organization expressly waives its rights to subrogation for all insured losses only to the extent Lending Organization's insurance policies, then in force, permit such waiver.

## 12. Modifications

No provision of this Agreement may be modified, altered or rescinded by any individual Subscribing Organization without two-thirds affirmative concurrence of the Subscribing Organizations. The Emergency Management Council will be the coordinating body for facilitating modifications of this Agreement.

## 13. Non-Exclusiveness and Other Agreements

This Agreement is not intended to be exclusive among the Subscribing Organizations. Any Subscribing Organization may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement. To the extent that prior agreements between parties to this Agreement are inconsistent with this Agreement, all prior agreements for Emergency Assistance between the Subscribing Organizations hereto are hereby superseded.

## 14. Governmental Authority

This Agreement is subject to laws, rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement, the Subscribing Organizations or either of them.

## 15. Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Subscribing Organizations or to impose any partnership obligation or liability upon any Subscribing Organization. Further, no Subscribing Organization shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Subscribing Organization.

## 16. No Third-Party Beneficiary

Nothing in this Agreement shall be construed to create any rights in or duties to any Third Party, nor any liability to or standard of care with reference to any Third Party. This Agreement shall not confer any right or remedy upon any person other than the Subscribing Organizations. This Agreement shall not release or discharge any obligation or liability of any Third Party to any Subscribing Organization.

## 17. Entire Agreement

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the parties with respect to the subject matters hereof.

## 18. Successors and Assignments

This Agreement is not transferable or assignable, in whole or in part, and any Subscribing Organization may terminate its participation in this Agreement subject to Section 2.

## 19. Governing Law

This Agreement shall be interpreted, construed and enforced in accordance with the laws of Washington State.

## 20. Dispute Resolution

Subscribing Organizations agree to make good faith efforts to resolve any disputes arising out of this Agreement through direct discussion. If a dispute cannot be settled through direct discussions, the Subscribing Organizations agree to next attempt to resolve the dispute through mediation prior to commencing any legal action. Actions arising out of this Agreement shall be brought in King County.

## 21. Tort Claims

It is not the intention of this Agreement to remove from any of the Subscribing Organizations any protection provided by any applicable Tort Claims Act. However, between Borrowing Organization and Lending Organization, Borrowing Organization retains full liability to Lending Organization for any claims brought against Lending Organization as described in other provisions of this Agreement.

## 22. Waiver of Rights

Any waiver at any time by any Subscribing Organization of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations in asserting or enforcing any right shall not constitute or be deemed a waiver.

**23. Survivability**

The invalidity or unenforceability of any provisions of this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**24. Notices**

Any notice, demand, information, report or item otherwise required, authorized or provided for in this Agreement shall be conveyed and facilitated by the Shoreline Emergency Management Council, care of the City Manager – City of Shoreline. The address is 17544 Midvale Avenue N., Shoreline, WA 98133.

Such notices, given in writing, shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the address above.

**25. New Membership**

A majority of Subscribing Organizations may agree to expand participation in this Agreement to agencies in addition to those member agencies of the Shoreline Emergency Council.

In witness thereof, the Subscribing Organization hereto has caused the Shoreline Emergency Management Mutual Aid Agreement to be executed by duly authorized representatives as of the date of their signature:

THE CITY OF SHORELINE

By: _____
City Manager

Approved as to form:

By: _____
City Attorney – Assistant

ORGANIZATION:

SHORELINE WATER DISTRICT

Address:

_____

_____

Authorized Representative:

By: STUART TURNER
Printed name

Signature

Title: DISTRICT MANAGER

Date: 4/10/09

EXHIBIT A

**SHORELINE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT**

**EMERGENCY CONTACTS**

| | |
|---|---|
| **Name of Subscribing Organization** | **Shoreline Water District** |
| **Emergency Contact Person(s)** | **Denny Clouse, Operations Manager**<br>**Stu Turner, District Manager** |
| **Address(es)** | **Denny Clouse: 2514 85th Dr NE, H3**<br>**Lake Stevens, WA 98258**<br><br>**Stu Turner: 2220 242nd St SE**<br>**Bothell, WA 98021** |
| **24-hour Emergency Telephone Number(s)** | **On-Call: 206.362.8100**<br>**Denny Clouse: 206.618.9616**<br>**Stu Turner: 425.908.7373** |
| **E-mail Address(es)** | **dennyc@shorelinewater.org**<br>**stut@shorelinewater.org** |

EXHIBIT B

**SHORELINE EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT**

**LIST OF RESOURCES, EQUIPMENT AND SERVICES AVAILABLE DURING EMERGENCIES**

| | |
|---|---|
| **Resources** | **1. EMERGENCY GENERATOR SET AT OUR LOCATION**<br>**2. WATER** |
| **Equipment** | **1. VACTOR TRUCK**<br>**2. BACKHOE**<br>**3. 10 YARD DUMPTRUCK**<br>**4. 5/7 YARD DUMPTRUCK** |
| **Services** | |