

Appendix E

Intertie Agreements

AGREEMENT**Mutual Aid Agreement Between the Cities of Tumwater and Olympia
For the Use of Emergency Water System Interties**

THIS AGREEMENT is made and entered into this 14th day of August, 2001 by and between the City of Tumwater, a municipal corporation of the State of Washington, hereinafter referred to as "Tumwater," and the City of Olympia, a municipal corporation of the State of Washington, hereinafter referred to as "Olympia", collectively hereinafter referred to as the "Agencies".

WHEREAS, the purpose of the pre-emergency agreement between the Agencies is to provide for immediate assistance and coordinated interconnection of the respective potable water system of each city with the other to protect life and property; and

WHEREAS, this Agreement is authorized under RCW 38.52 Emergency Management, which is activated only in the event of a proclamation of an emergency by the local government approving authority; and

WHEREAS, the signatory city asking for assistance shall herein be referred to as the "Requesting Agency;" and

WHEREAS, the signatory city agreeing to assist another signatory city asking for assistance shall herein be referred to as the "Responding Agency;" and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutually beneficial services; and

WHEREAS, this Agreement is consistent with the State of Washington Emergency Plan and Program;

NOW, THEREFORE, it is hereby mutually agreed by each and all the parties signatory to this Agreement as follows:

1. Each signatory to this Agreement agrees in a proclaimed emergency, as defined by RCW 38.52.010, to provide potable water service to the Requesting Agency for use in fire fighting, drinking water, and personal hygiene.
2. The aforementioned potable water service shall be supplied through emergency water system interties located at the intersection of Capitol Boulevard and Carlyon Avenue (Exhibit "A"), and/or the intersection of the State Route 101 Overpass and Crosby Boulevard (Exhibit "B").

3. That activation of said interties shall be coordinated and administered by the Requesting and Responding Agencies' Public Works Departments.
4. That no emergency intertie activation shall take place without a representative from the Responding and Requesting Agencies present at the intertie location at the time of activation.
5. That the purpose of this Agreement is for the mutual benefit; therefore, there shall be no service charge for water service provided for short-term emergencies, defined as the service of water for seventy-two (72) hours or less.
6. That for a period greater than seventy-two (72) hours and less than fourteen (14) days, the Requesting Agency shall be billed for water used based on an approach agreed upon by the Public Works Directors.
7. That for a period of water service greater than fourteen (14) days, the quantity of water billed shall be determined by a metering device as deemed appropriate by the Responding Agency, or as agreed to by the parties.
8. That the Requesting Agency shall, to the extent feasible, implement conservation measures that restrict non-emergency water consumption to levels that will not impinge on water service levels necessary to protect health and safety, and to meet the reasonable expectations of the customers of the Responding Agency.
9. The Responding Agency shall retain the right to deny or withdraw some or all of its resources at any time should assistance to the Requesting Agency impinge on the protection of property and life, in the Responding Agency's jurisdiction.
R.C.M. as determined by the Responding Agency, DS 8.27.01
10. In addition to financial provisions identified in items 5, 6, and 7 above, it is hereby understood that for services provided beyond a seventy-two (72) hour period, the Responding Agency shall be reimbursed (e.g., labor, equipment, materials, and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. The Responding Agency shall submit an itemized voucher of costs to the Public Works Director of the Requesting Agency with sixty (60) days after completion of work (RCW 38.52.080). Unless otherwise agreed, the Responding Agency shall receive reimbursement within ninety (90) days after the voucher submittal date.

11. This Mutual Aid Agreement shall be effective immediately upon signature by both parties and shall remain in effect indefinitely, unless terminated by either:

A. Unilateral written notice by one party to the other that it intends to withdraw from this Agreement, in which case the termination will be effective one (1) year from the request date, unless otherwise agreed to in writing by both parties, or

B. Written agreement signed by both parties, in which case the termination shall be effective immediately upon signature by both parties, unless another termination date, mutually agreed to by both parties, is specified.

IN WITNESS WHEREOF the parties hereunto set their hands the day and date first above written.

CITY OF TUMWATER

CITY OF OLYMPIA

By:
City Administrator

By:
City Manager

ATTEST:

By:
City Clerk

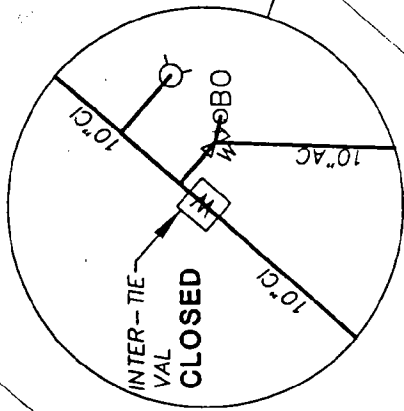
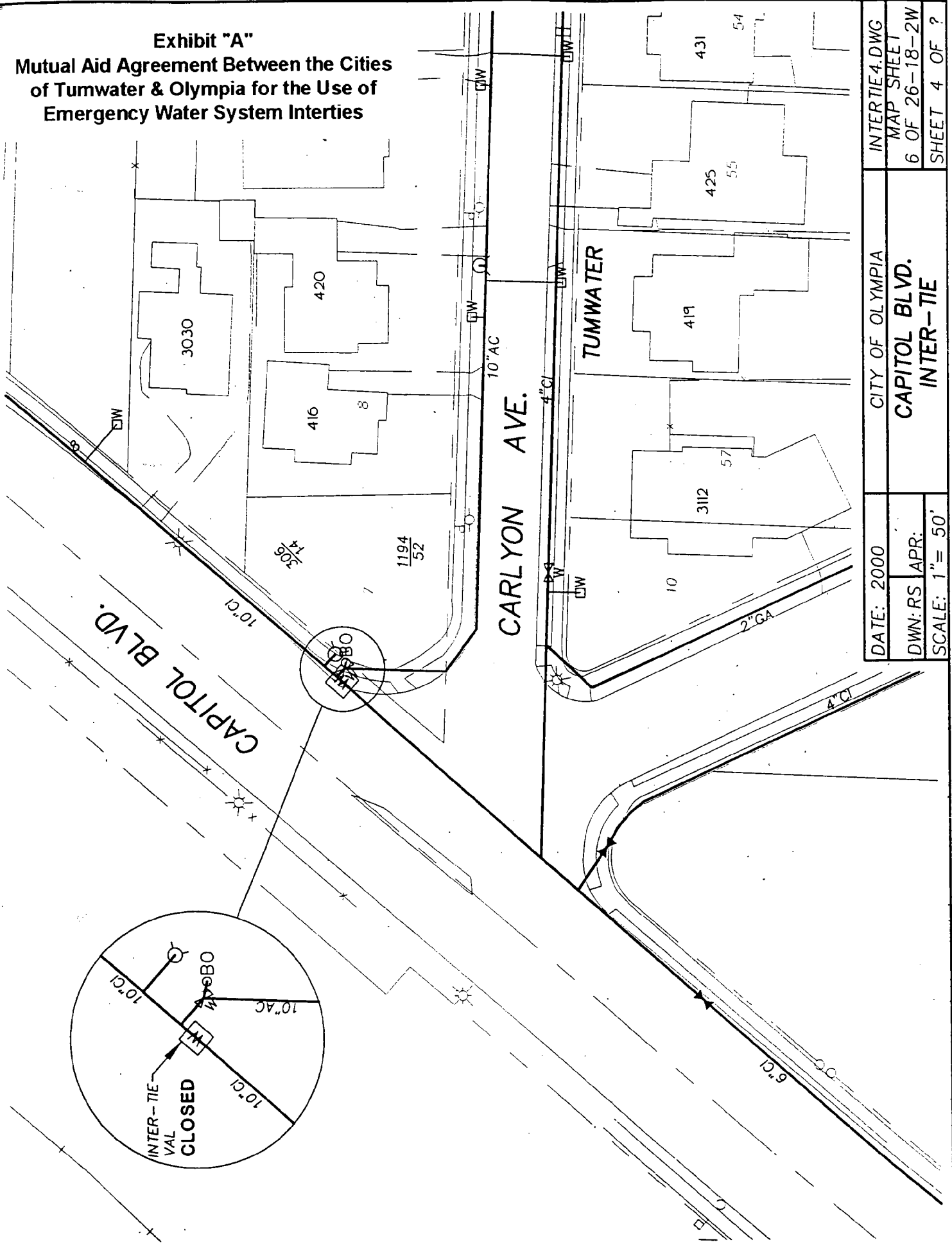
By:
City Clerk

APPROVED AS TO FORM:

By:
City Attorney

By:
City Attorney

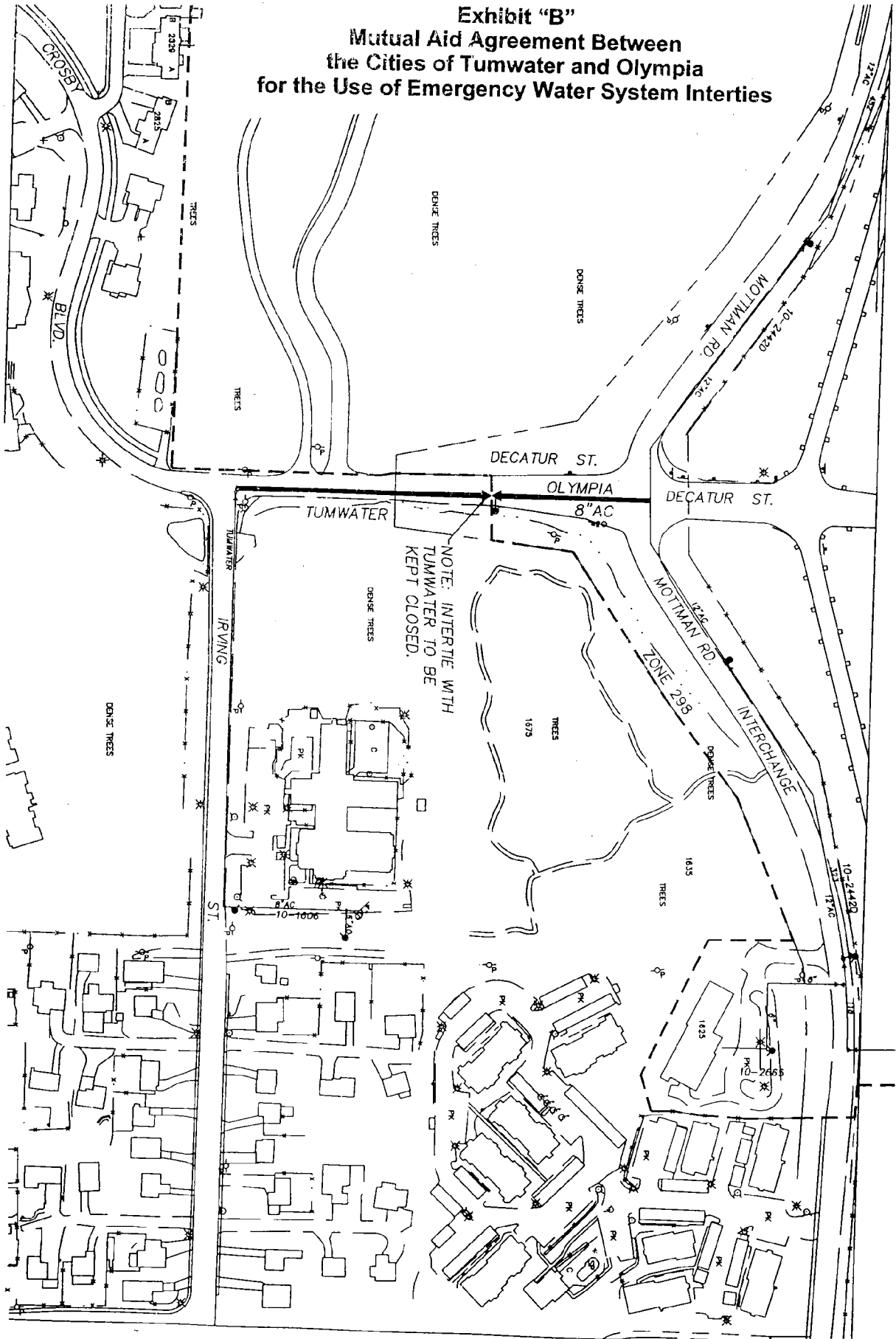
Exhibit "A"
Mutual Aid Agreement Between the Cities
of Tumwater & Olympia for the Use of
Emergency Water System Interties



DATE: 2000	CITY OF OLYMPIA	INTER-TIE 4.DWG
DWN: RS	CAPITOL BLVD.	MAP SHEET
APR:	INTER-TIE	6 OF 26-18-2W
SCALE: 1" = 50'		SHEET 4 OF ?

Exhibit "B"

Mutual Aid Agreement Between the Cities of Tumwater and Olympia for the Use of Emergency Water System Interties



DATE:	2000	City of Olympia	INTERTIES.DWG
DWN: NH	APR.	TUMWATER INTERTIE AT	MAP SHEET 1 OF
SCALE: 1"=200'		CROSBY BLVD.	27-18-2W
			SHEET 1 OF 1