

**AGREEMENT**  
**Mutual Aid Agreement Between the Public Utility District No. 1 of**  
**Thurston County and the City of Olympia**  
**For the Use of Emergency Water System Interties**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Public Utility District No. 1 of Thurston County, a public utility district of the State of Washington organized under Title 54 RCW, hereinafter referred to as "Thurston PUD," and the City of Olympia, a municipal corporation of the State of Washington, hereinafter referred to as "Olympia", collectively hereinafter referred to as the "parties".

WHEREAS, the purpose of the pre-emergency agreement between the parties 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 chapter 39.34 RCW, WAC 246-290-135, RCW 54.16.090, and RCW 90.03.390; and

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

WHEREAS, the signatory public entity 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 Thurston County Coordinated Water System Plan and the North Thurston County Coordinated Water System Plan Area-Wide Supplement;

NOW, THEREFORE, the parties agree to this Agreement as follows:

**I. SPECIFIC CONDITIONS**

1. Each signatory to this Agreement agrees in a proclaimed emergency, as defined by RCW 38.52.010(6)(a), to provide potable water service to the Requesting Agency for use in fire fighting, drinking water, and personal hygiene. The emergency will be proclaimed by a public official from both jurisdictions. The City Manager, Public Works Director, City Engineer, Water Resources Manager, General Manager, or Operations Manager (or

their designees) of either public entity or jurisdiction shall proclaim that such emergency exists.

2. Water will be provided whenever there is a jointly declared emergency, but the water use will never exceed water rights (unless permitted by law or by the Department of Ecology), taking into consideration water stored in reservoirs. Washington Department of Health requirements for minimum water storage and minimum water line pressures will also be maintained (unless permitted by law or the Department of Health). There are no seasonal or other restrictions other than those provided by this agreement. Except as otherwise provided by this agreement, there are no additional water conservation programs, data collection, water demand forecasting, and other operational matters required by this agreement.
3. The aforementioned potable water service shall be supplied through an emergency water system intertie located at Location A (Exhibit A).
4. Activation of said interties shall be coordinated and administered by the Requesting and Responding Agencies' Public Works Departments or Operations Division.
5. 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.
6. 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.
7. For a period greater than seventy-two (72) hours, the Requesting Agency shall be billed for the actual cost incurred (e.g., pumping, chemical and staffing costs, etc.) to provide water based on a methodology from the Responding Agency.
8. 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, as determined by the Responding Agency.

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, or General Manager, 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.

## II. INTERLOCAL ELEMENTS:

1. Duration. This agreement shall be "on-going" until terminated by the parties as provided by paragraph 6 of this section.
2. No separate legal entity is created by this agreement.
3. No joint organization whatsoever is created.
4. No common budget is to be established.
5. No personal or real property is to be jointly acquired.
6. 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 immediately, unless otherwise specified, 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.
7. The Contract Administrator for the City shall be the Olympia Water Resources Director. The Contract Administrator for Thurston PUD shall be the Thurston PUD's Chief Financial Officer.
8. This agreement shall be recorded with the Thurston County Auditor's Office prior to being effective, or, alternatively, listed by subject on each respective public agency's web site or other electronically retrievable public source, and in accordance with the requirements of RCW 39.34.040.

9. Each party shall be responsible for its own finances and for its own personal and real property.

### III. GENERAL CONDITIONS

1. All lawsuits whatsoever in regards to this agreement shall be brought in Thurston County Superior Court. The governing law shall be laws of Washington State.

2. All notices with regard to this agreement shall be sent in addition to any other legal requirement to:

City of Olympia:

City of Olympia Public Works  
Attention: Andy Haub, P.E., Water Resources Director  
PO Box 1967  
Olympia, WA 98507

Thurston PUD:

Thurston PUD  
Attention: John Weidenfeller, General Manager  
921 Lakeridge Way SW, Suite 301  
Olympia, WA 98502

THURSTON PUD

CITY OF OLYMPIA

By:   
General Manager


By: \_\_\_\_\_  
City Manager

ATTEST:

By:   
Clerk

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By:   
General Counsel


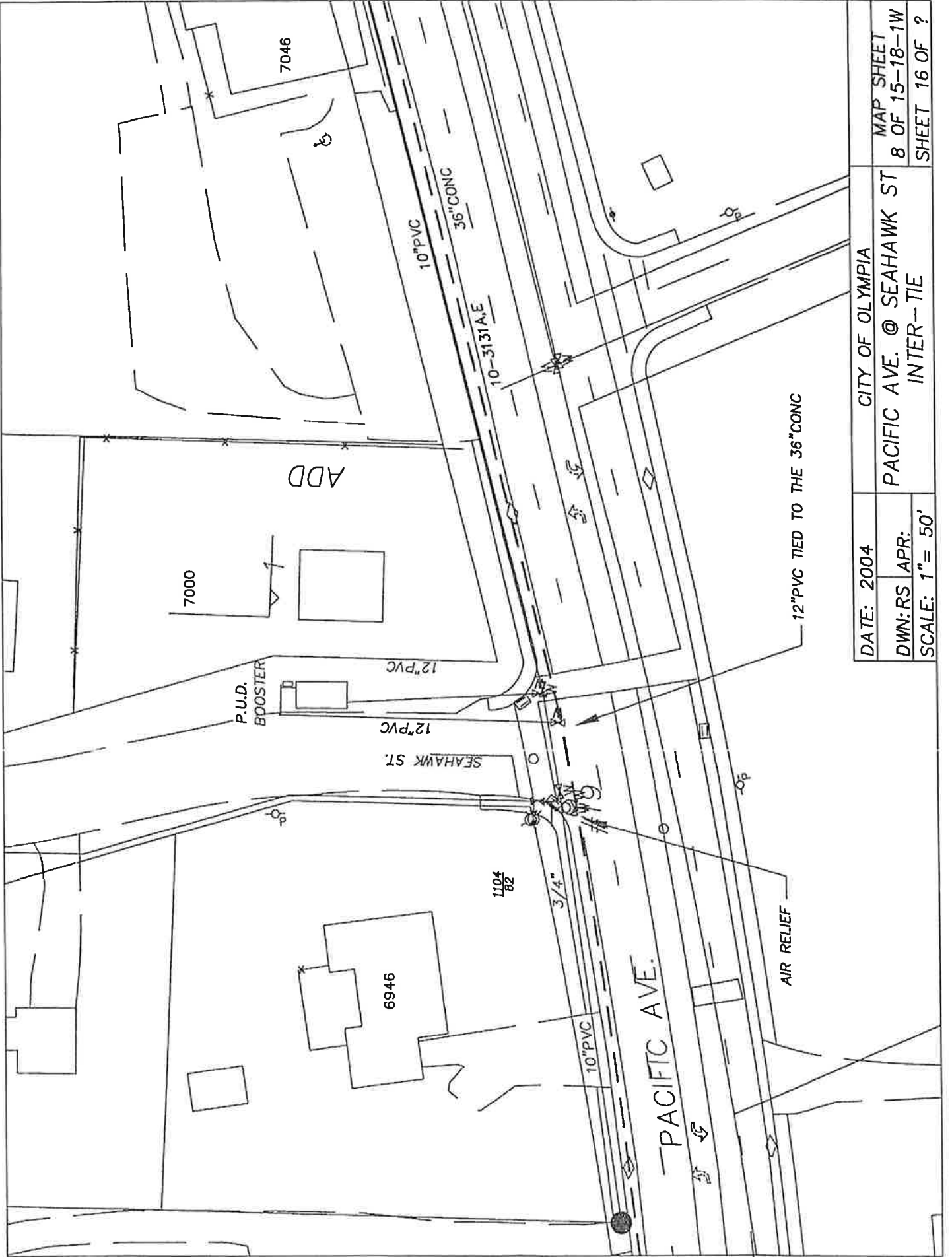
By:   
Deputy City Attorney

Exhibit A – Intertie at Seahawk Street

Resolution 15-12 Exhibit A - Seahawk Pump Station



|                 |                           |               |
|-----------------|---------------------------|---------------|
| DATE: 2004      | CITY OF OLYMPIA           |               |
| DWN:RS          | PACIFIC AVE. @ SEAHAWK ST |               |
| APR:            | INTER-TIE                 |               |
| SCALE: 1" = 50' | MAP SHEET                 | 8 OF 15-18-1W |
|                 | SHEET 16 OF ?             |               |

