

SEWER AUTHORITY MID-COASTSIDE

RESOLUTION NO. 4-98

RESOLUTION AUTHORIZING PARTICIPATION IN MUTUAL AID AGREEMENT DEDICATING SERVICES AND EQUIPMENT TO OTHER AGENCIES IN THE STATE DURING DISASTER SITUATIONS

RESOLVED, by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, as follows:

WHEREAS, the California Office of Emergency Services (OES), the Department of Health Services (DOHS), and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage wastewater treatment and/or collection agency mutual aid agreements between wastewater agencies; and

WHEREAS, the Wastewater Agency Response Network (WWARN) is created to provide a forum for the development of mutual aid agreements between wastewater agencies in the State of California; and

WHEREAS, the Sewer Authority Mid-Coastside, a wastewater treatment and/or collection agency has determined that it would be in its best interests to enter into an agreement that implements such plan and sets forth procedures and responsibilities of a wastewater agency whenever emergency personnel, equipment and facility assistance are provided from one wastewater agency to the other; and

WHEREAS, the WWARN 1997 OMNIBUS MUTUAL AID AGREEMENT sets forth the mutual covenants and agreements for wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, no wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et. seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et. seq.) of the Act.

NOW THEREFORE, IT IS DETERMINED and ORDERED, as follows:

1. The Sewer Authority Mid-Coastside agrees to become a party to the WWARN 1997 Omnibus Mutual Aid Agreement.

2. The Chairperson and the Secretary are authorized and directed to execute the Agreement on behalf of this Authority or to otherwise indicate this Board's acceptance of the Agreement.

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I hereby certify that the foregoing is a full, true and correct copy of the Resolution duly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, at a regular meeting thereof held on the 23rd day of MARCH, 1998, by the following vote of its members:

AYES, and in favor thereof, Members: WOREN, CAPONIO, PATRIDGE, DONOVAN, SLATER-CARTER, PTACEK

NOES, Members: NONE.

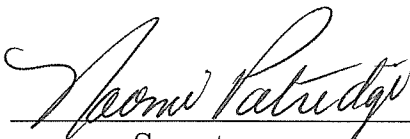
ABSENT, Members: THOLLAUG.

ABSTAIN, Members: NONE.



Chairperson
Sewer Authority Mid-Coastside

COUNTERSIGNED:



Secretary
Sewer Authority Mid-Coastside

Wastewater Agency Response Network (WWARN)

1997 Omnibus Mutual Aid Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Health Services (DOHS), and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage wastewater treatment and/or collection agency mutual aid agreements between wastewater agencies; and

WHEREAS, the Wastewater Agency Response Network (WWARN) is created to provide a forum for the development of mutual aid agreements between wastewater agencies in the State of California; and

WHEREAS, SEWER AUTHORITY MID-COASTSIDE, a wastewater treatment and/or collection agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the wastewater agency whenever emergency personnel, equipment and facility assistance are provided from one wastewater agency to the other; and

WHEREAS, the WWARN 1997 OMNIBUS MUTUAL AID AGREEMENT sets forth the mutual covenants and agreements for wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, no wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual aid; and

WHEREAS, it is the intent of WWARN to renew this agreement and revise it as necessary and to annually publish a list of all wastewater agencies participating in this agreement; and

WHEREAS, such an agreement is in accord with Health and Safety Code Section 4742 and the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the

Sewer Authority Mid-Coastside

agrees to become a party to the WWARN 1997 Omnibus Mutual Aid Agreement.

Date: March 23, 1998

By:



David R. Dickson
Manager

Title:

WWARN 1997 OMNIBUS MUTUAL AID AGREEMENT

Emergency Contact List

Agency Name: SEWER AUTHORITY MID-COASTSIDE
Address: P. O. Box 3100 / 1000 N. Cabrillo Highway
City: Half Moon Bay **Zip Code:** 94019
County: San Mateo

Primary Emergency Contact:

Name: David R. Dickson **Telephone:** (650) 726-0124
Cell Phone: (650) 740-8861
Pager: (650) 371-6053

Secondary Emergency Contact:

Name: Tony Pullin **Telephone:** (650) 726-0124
Cell Phone: (650) 740-8860
Pager: (650) 340-3590

Emergency Operation Center:

Name: Humberto Molina **Telephone:** (650) 726-0124
Cell Phone: (650) 740-8862
Pager: (650) 371-8906

Radio Frequency: 158.92500 MHz **Call Signs:** WNMG229

No. of Services: 1

OES Region: Coastal

Other Information:

WWARN 1997 OMNIBUS MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into by those wastewater agencies who have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and/or the California Health and Safety Code Section 4742; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said wastewater agencies are herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

Article I - APPLICABILITY. This agreement is available to all wastewater agencies, public and private, in the State of California.

Article II - ADMINISTRATION. The administration of the Wastewater Agency Response Network (WWARN) will be through Regional WWARN Steering Committees and a State WWARN Steering Committee. Both wastewater treatment and collection agencies will be represented on each Regional Steering Committees.

The Regional WWARN Steering Committee(s) will be established by representatives from the signatory agencies in that region. A chair will be elected and act as administrator for that region and represent the region on the State WWARN Steering Committee. Each Regional WWARN Steering Committee will sponsor an annual meeting for signatory agencies, maintain a data base of all wastewater agencies who have signed this agreement, and meet as a committee to address concerns and procedures for requesting mutual aid in that region. The regions will be comprised of one or more of the six OES regions.

The State WWARN Steering Committee will include the chairs of the regional steering committees, and a representative from the Department of Health Services (DOHS), California Utilities Emergency Association (CUEA), and the State Water Quality Control Board (SWQCB). At a minimum, the State WWARN Steering Committee will issue a list of participating agencies and an update of the Emergency Equipment Data Base annually.

Article III - DEFINITIONS:

EMERGENCY. "Emergency" means a condition of disaster or calamity arising within the area of operation of the parties, caused by fire, flood, storm, earthquake, civil disturbance, or other condition which is or is likely to be beyond the control of the services, personnel, equipment, and facilities of either party hereto and requires mutual assistance.

DISASTER SERVICE WORKER. As defined in the Government Code, Chapter 8, Division 4 of Title 1, section 3101, "Disaster service worker" includes all public employees and all volunteers in any disaster council or emergency organization accredited by the California Emergency Council. The term "public employees" include all persons employed by the state or any county, city, city and county, state agency, or special district, excluding aliens legally employed.

LENDER. "Lender" is a signatory agency(ies) rendering assistance under this Agreement.

BORROWER. "Borrower" is a signatory agency(ies) receiving assistance under this Agreement.

Article IV - REQUESTS FOR ASSISTANCE. Requests for emergency assistance under this Agreement shall be directed to the appropriate designated contact(s) from the attached list of participating wastewater agencies. It is recommended that the Utilities Operation Center of the California Utilities Emergency Association (CUEA) be notified of mutual aid assistance activation under this Agreement. CUEA operates the Utilities Branch of the State Office of Emergency Services. In this capacity, CUEA supports planning, response, and recovery for utilities-related emergencies. By notifying the Utilities Operation Center (UOC) of activation of this agreement during emergencies, CUEA can ensure maximum effectiveness in allocating resources to the highest priority needs as demanded in widespread emergencies. Additionally, CUEA will use the information received through the UOC to compile a historical database that can be used for pre- and post-emergency planning and training efforts in the future.

The UOC can be reached at 916-262-1822.

Article V - GENERAL NATURE OF ASSISTANCE. Assistance will generally be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when LENDER determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential LENDER shall not be held liable for failing to provide assistance. A potential LENDER has the absolute discretion to decline to provide any requested assistance. Resources are to be made available on a loan basis with reimbursement terms varying with the type of resource.

Article VI - LOANS OF EQUIPMENT. Use of equipment, such as construction equipment, vehicles, tools, pumps and motors, shall be at LENDER'S current equipment rate and subject to the following conditions:

- (a) At the option of LENDER, loaned equipment may be loaned with an operator.
- (b) Loaned equipment shall be returned to LENDER within 24 hours after receipt of an oral or written request.
- (c) BORROWER shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.
- (d) LENDER'S cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to BORROWER.
- (e) In the event loaned equipment is damaged while being dispatched to BORROWER, or while in the custody and use of BORROWER, BORROWER shall reimburse LENDER for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then BORROWER shall reimburse LENDER for the cost of replacing such equipment with equipment which is of at least equal capability. If LENDER must lease a piece of equipment while LENDER'S equipment is being repaired or replaced, BORROWER shall reimburse LENDER for such lease costs.

Article VII - EXCHANGE OF SUPPLIES. BORROWER shall reimburse LENDER in kind or at actual replacement cost, plus handling charges, for use of expendable or nonreturnable supplies. Other supplies and reusable items which are returned to LENDER in a clean, damage-free condition shall not be charged to the BORROWER and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.

Article VIII - PERSONNEL. LENDER will make such employees as are willing to participate available to BORROWER at BORROWER'S expense equal to LENDER'S full cost, i.e., equal to the employee's current salary or hourly wage plus fringe benefits and overhead, and consistent with LENDER'S personnel union contracts or other conditions of employment, including all direct and indirect costs associated with workers compensation claims. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by BORROWER. LENDER will not be liable for cessation or slowdown of work if LENDER'S employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe.

Article IX - LIABILITY AND HOLD HARMLESS. Pursuant to Government Code Section 895.4, BORROWER shall assume the defense of, fully indemnify and hold harmless LENDER, its Directors, Council Members or Supervisors, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the BORROWER'S work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel on loan to BORROWER, or faulty workmanship or other negligent acts, errors or omissions by BORROWER or by personnel on loan to BORROWER from the time assistance is requested and rendered until the assistance is returned to LENDER'S control, portal to portal.

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each shall have the right to participate in the defense of the same to the extent of its own interest.

Article X - LIABILITY FOR JOINING. In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this mutual aid Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless, to the fullest extent of the law, each signatory to this mutual aid 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. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for personal injury and property damage.

Article XI - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS. Each Party to this agreement represents, warrants, covenants and agrees to and with the other parties that it now has in effect and will at all times while the party is a participant in WWARN and a party to this Agreement maintain in full force and effect policies of insurance or other coverage for worker's compensation risks arising out of its participation in WWARN and this Agreement, such coverage to be in accordance with the requirements of California Law. LENDER'S employees, officers or agents, made available to BORROWER shall, except as otherwise provided under Labor Code sections 3600.2 through 3600.6, be considered to be the special employees of BORROWER and the general employees of LENDER (as defined in Insurance Code 11663) while engaged in carrying out duties, functions, or activities pursuant to the Agreement. Unless otherwise agreed upon in writing by the LENDER and the BORROWER, the BORROWER shall, pursuant to Labor Code Section 3602, secure worker's compensation benefits for the employees of the LENDER in addition to the employees of the BORROWER. The BORROWER shall also defend, indemnify and hold harmless the LENDER and the other parties to this Agreement from any and all liabilities arising out of or related to (the BORROWER'S obligations under this Article) despite the passive negligence of other member agencies, other than their sole and exclusive negligence.

Article XII - MODIFICATIONS. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of signatory agencies to the Agreement within each region and unanimous agreement between the regions. The State Steering Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days written notice to the parties.

Article XIII - REIMBURSEMENT. The BORROWER agrees to reimburse the LENDER within 60 days from receipt of an invoice for assistance provided under this Agreement. To the extent that the BORROWER seeks FEMA funding for any cost associated with assistance provided under this Agreement, the BORROWER may be required to have acceptable FEMA accounting practices in place at the time of the need, and to the extent that the BORROWER seeks state funding for any cost associated with assistance provided under this Agreement, the BORROWER will be required to use the Standardized Emergency Management System (SEMS).

Article XIV - TERMINATION. This Agreement is not transferable or assignable, in whole or in part, and any party may terminate their participation in this Agreement at any time upon 60 days' written notice delivered or mailed to the appropriate WWARN regional chairman. Any outstanding obligations incurred by a party prior to the termination of the party's participation in the agreement will survive the termination until satisfied.

Article XV - EFFECT. Agreement shall take effect for a new party immediately upon its execution by said party.

Article XVI - PRIOR AGREEMENTS. To the extent that prior agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid between the parties hereto are hereby superseded.

Article XVII - ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with provisions of California Code of Civil Procedure Section 1280-1294.2, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article XVIII - TORT CLAIMS. This Agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.