



Sid MorrisonSecretary of Transportation

Transportation Building P.O. Box 47300 Olympia, WA 98504-7300

July 29, 1997

Public Works Directors/Engineers of All Cities and Counties

Public Works Emergency Response Mutual Aid Agreement

Enclosed for your agency's consideration and adoption is a copy of the Public Works Emergency Response Mutual Aid Agreement. The purpose of the Agreement is to permit signatory agencies to make the most efficient use of their powers by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies. This document is in two parts: (1) the Agreement (to be officially adopted by your agency) and (2) the Reference Guide (not to be adopted but has suggested procedures for implementing the Agreement).

The need for an advanced coordination effort was brought to the forefront with the Northridge Earthquake disaster in California and the prediction of a major earthquake in Washington. A task force was convened to develop an expeditious way to best accomplish an advanced coordination effort. The task force included representatives from AWC, CRAB, cities, counties and WSDOT (see attached).

This agreement was created to enable agencies to assist other agencies on an as needed basis when they are faced with a disaster/emergency. When a disaster/emergency occurs public works agencies have the responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination and cooperation with other public works agencies. Agencies are charged with coordinating their efforts, compiling damage and recovery information and reporting to the appropriate authority. Then the State requests aid and assistance from the federal government. This Agreement provides a mechanism for immediate response provided the responding agency has the resources and expertise necessary.

This Agreement provides for the development of the documentation necessary to seek the maximum reimbursement possible from the appropriate Federal Agencies. For instance, during the Mt. St. Helen's eruption, the City of Yakima requested resource assistance from King County. Because there was not an agreement in place prior to the disaster, the Federal Emergency Management Agency (FEMA) could only reimburse the City of Yakima for King County

resources at the city's rates. The City of Yakima's rates were approximately 42% lower than King County's. This resulted in the City of Yakima paying the difference. However, if both agencies had been signatory to this agreement, then FEMA would have reimbursed the City of Yakima for King County resources at King County's rates.

The listing of agencies signatory to this mutual aid agreement will be maintained by WSDOT, TransAid. Additions and deletions will be provided in hard copy to signatory members. TransAid will also provide access to the list of signatory agencies, the Agreement and the supporting Reference Guide on the Internet.

The draft was submitted to local agencies for review and the final Agreement has the concurrence of CRAB and AWC. Also, it has been reviewed and is supported by the Washington Counties Risk Pool and the Association of Washington Cities Risk Management Service Agency, is approved as to form by the Washington State Office of the Attorney General and has the support of the state's Department of Emergency Management.

Please forward an original or certified copy of the agreement to Stephanie Tax, TransAid, PO Box 47390, Olympia, WA 98504-7390, so your agency may be added to the list. If you have any questions, contact Stephanie at (360)705-7389.

Sincerely

DENNIS B. INGHAM Assistant Secretary

TransAid

Concurrence to have this Public Works Emergency Response Mutual Aid Agreement enacted by local agencies.

STAN FINKELSTEIN

Executive Director

Association of Washington Cities

ERIC BÉRGER

Executive Director

County Road Administration Board

EMERGENCY RESPONSE -- MUTUAL AID AGREEMENTS TASK FORCE

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PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT

FOR

SIGNATORY AGENCIES

IN THE

STATE OF WASHINGTON

INTRODUCTION

The purpose of the Public Works Emergency Response Mutual Aid Agreement is to permit signatory agencies to make the most efficient use of their powers by enabling them to coordinate resources and to maximize funding reimbursement during disasters/emergencies.

This Agreement will allow signatory agencies to support each other during disasters/emergencies to protect life and property, when the event is beyond the capabilities of the affected entity. This Agreement provides the mechanism for an immediate response to the Requesting Agency provided the Responding Agency has the resources and expertise necessary and available.

When faced with a disaster or emergency, public works agencies have a responsibility to maintain service and recover in the most expedient way. This can best be accomplished by preparation, coordination and cooperation with other public works agencies. Agencies are charged with the responsibility of coordinating efforts and compiling damage and recovery information on disasters and then reporting to the appropriate authority. Then the State requests aid and assistance from the federal government.

The following definitions for disaster and emergency are from the State Comprehensive Disaster Plan and were used in this Public Works Emergency Response Mutual Aid Agreement:

- Disaster An event expected or unexpected, in which a community's available, pertinent resources are expended; or the need for resources exceeds availability; and in which a community undergoes severe danger; incurring losses so that the social or economic structure of the community is disrupted; and the fulfillment of some or all of the community's essential functions are prevented.
- Emergency An event, expected or unexpected, involving shortages of time and resources; that places life, property or the environment, in danger; that requires response beyond routine incident response resources.

The reference guide is designed to be useful to individual agencies during a proclaimed emergency — whether it be to borrow a piece of equipment for a specific job or request crews to assist in repair of a major failure. The reference guide will be updated and revised periodically, please insert the revisions immediately.

AGREEMENT

PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT

WHEREAS, the purpose of this pre-disaster agreement between the agencies is to provide for immediate assistance to protect life and property;

WHEREAS, this Agreement is authorized under State of Washington, RCW's 35 (City), 36 (County), 38.52 (Emergency Management), 39.34 (Interlocal Agreement) and 47 (Public Highway Transportation (DOT)); which is activated only in the event of a proclamation of an emergency by the local and/or state government approving authority;

WHEREAS, the agency asking for assistance from any signatory agency will herein be referred to as the Requesting Agency;

WHEREAS, the signatory agency agreeing to assist another signatory agency asking for assistance will herein be referred to as the Responding Agency;

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid; with the intent to supplement not supplant agency personnel.

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

- 1. Each agency signatory to this Agreement agrees to furnish, upon its sole discretion, those resources and services it deems to be available to each other signatory agency hereto as necessary to assist in the prevention, response, recovery and mitigation of proclaimed emergencies/disasters.
- 2. It is hereby understood that this Agreement shall not supplant pre-existing mutual aid agreements nor deny the right of any agency hereto to negotiate other mutual aid agreements.
- 3. The Responding Agency shall assist in only those situations for which it has determined it has qualified personnel, appropriate equipment and necessary materials. Resources of the Responding Agency that are made available to the Requesting Agency shall, whenever possible, remain under the control and direction of the Responding Agency. The Requesting Agency shall coordinate the activities and resources of all Responding Agencies.

- 4. It is hereby understood that the Responding Agency will 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 Executive Head of the Requesting Agency within 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.
- 5. The Responding Agency shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to any other party to this Agreement. The Responding Agency shall retain the right to withdraw some or all of its resources at any time. Notice of intention to withdraw shall be communicated to the Requesting Agency's designated official, or the official's designee, as soon as practicable.
- 6. All privileges, immunities, rights, duties and benefits of officers and employees of the Responding Agency shall apply while those officers and employees are performing functions and duties on behalf of the Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency (RCW 38.52.080).
- 7. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.
- 8. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more agencies and shall remain in effect as long as two or more agencies are parties to this Agreement. Upon execution of this Agreement, the agency shall send an original or a certified copy of the agreement to the Washington State Department of Transportation, TransAid Service Center. TransAid shall maintain a list of all signatory agencies and send an updated list to all agencies whenever an agency is added or removed from the list.

- 9. Any agency signatory to this Agreement may cancel its participation in this Agreement by giving written notice to the Washington State Department of Transportation, TransAid Service Center.
- 10. This Agreement is for the benefit of the signatory agencies only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.

King County Department of Transportation,	Roads
Agency	
King	
County, Washington	
Paul C. Holivy	
Authorized Representative	

Designated Primary Contact:

Office:

Contact:

Phone Number:

Roads Division, KCDOT

Harold Taniguchi

(206) 296-6590

Emergency 24 Hour Phone Number:

(206) 296-8100

Approved As To Form

Approved As To Form

ANN E. SALAY

Office of the Attorney General

7-10-9

Date

C

Dennis McMahon

Prosecuting Attorney

-

Date

REFERENCE GUIDE

PROCEDURES TO CONSIDER

in using the Public Works Emergency Mutual Aid Agreement

Below are **SUGGESTED** steps for your agency to follow when using the Public Works Emergency Response Mutual Aid Agreement. The participants to the agreement are listed by agency, with a contact person, their phone number and an emergency 24-hour phone number. Simply make the contact and obtain the assistance. (TransAid will keep and updated list of signatory agencies on the Internet and provide a copy to the signatory agencies.)

Requesting Agency Steps to Follow

When your agency is requesting assistance:

- 1. Assess the situation and determine the resources needed.
- 2. Fill out the REQUESTING AGENCY'S CHECKLIST (see page 2).
- 3. Locate agencies included in the agreement.
- 4. Call the agency(s) listed that may have the resources you need.
- 5. Fill out a Requesting Agency's MUTUAL AID INFORMATION form (see page 3).
- 6. Send copy of form to the Responding Agency as soon as possible.

Responding Agency Steps to Follow

When your agency is responding to a request for assistance:

- 1. Make sure you can fulfill the request before giving an answer. Remember, you are not required to supply aid if you determine you can not spare resources or if you do not have qualified personnel, appropriate equipment and necessary materials for what is requested.
- 2. Analyze the level of risk of the request.
- 3. Complete the RESPONDING AGENCY CHECKLIST (see page 4) with the information given by the Requesting Agency.
- 4. Brief your employees and prepare the equipment.
- 5. Complete the EMPLOYEE & EQUIPMENT INFORMATION (see page 5) form -- provide copies to your responding staff and to the Requesting Agency.
- 6. Dispatch staff to the Requesting Agency for assistance.

Supervisor of Responding Agency Steps to Follow

- 1. Complete the INCIDENT COMMANDER CHECKLIST (see page 7).
- 2. Carry a copy of the Requesting Agency's MUTUAL AID INFORMATION (see page 3) form and your EMPLOYEE & EQUIPMENT INFORMATION (see page 5) form and provide a copy of each to the Requesting Agency.
- 3. Remember, you are responsible for your crew working in a safe and professional manner.
- 4. Track your equipment and materials inventory.

REQUESTING AGENCY CHECKLIST

	_Ensure that a real need exists. The Public Works Emergency Response
	Mutual Aid Agreement is only to be used to support resources already
	reasonably committed.
-	_What can the Responding Agency help you repair or service? What is the
	nature of the emergency?
	_Identify what type of equipment, material and skilled employees are neededHow long may they be needed? Will Responding Agency employees work independently or with one of your supervisors?
	_Where will Responding Agency employees eat, sleep and shower? Do you need to make contact with the Red Cross for meals? What facilities/hotels are available for Responding Agency employees?
	_Has an arrangement for refueling and repair of equipment been made?
	Identify a staging area. Where will Responding Agency employees meet your Agency supervisor(s) to be briefed and assigned work? Responding Agency employees will need names of your supervisor(s), phone numbers and locations and times to meet and report.
Who	Can Help?
	_Review list of Public Works Emergency Response Mutual Aid agencies and
-	locate an agency not affected by the emergency.
	_Contact your local Office of Emergency Management, if necessary.
	_Call the agency directly. Send written request as soon as possible.
	Identify yourself and your agency.
	Fill out a MUTUAL AID INFORMATION (see page 3) form.
	State the nature of the problem.
	State your needs - personnel, equipment, resources, etc. Length of time they will be needed?
	Advise the Responding Agency on weather and road conditionsHow soon is aid needed? Is the work time sensitive?
	Advise the Responding Agency where, when and to whom they are to report?
	Identify facilities that are available to Responding Agency (shelter,
¥	food, etc.)
Briefi	ing
	_Meet with your agency's union reps or supervisors to discuss how staff will be used.
	_Identify a staff person to work directly with your employees to handle and
•	address questions. Provide local maps of the area with information such as eating and sleeping sites.
	Provide system maps and discuss how to use them.
	Review standards for the type of work being requested.
	_Review standards for the type of work being requestedEstablish a communications plan.

MUTUAL AID INFORMATION FORM Requesting Agency

DATE:	TIM	IE:
REQUESTING AGENCY:		
NAME/TITLE CONTACT:		
PHONE NUMBER:	FA>	(NUMBER:
EMERGENCY PHONE NUMI	BER:	
TYPE OF EMERGENCY:		
ESTIMATED DURATION AS	SISTANCE WILL B	E REQUIRED:
ASSISTANCE BEING REQUES Technical Assistance *	STED (be as specific	as possible.)
Personnel		Area of Expertise
Equipment *		
Materials *		
* Items to consider in your realinspectors Technicians Operators Mechanics Electricians Gravel Oiler Traffic Control Equip.	equest: Engineers Truck Drivers Flaggers Bridge Repair Dump Trucks Pipe Grader Power Supply	Surveyors Utility person Welders Carpenters Back Hoe Paving Equipment Compactor Communication Equip.

RESPONDING AGENCY CHECKLIST

DATE:	TIME:
REQUESTING AGENCY:	
NAME/TITLE CONTACT:	
PHONE NUMBER:	FAX NUMBER:
EMERGENCY PHONE NUMBER:_	
TYPE OF EMERGENCY:	
ESTIMATED DURATION ASSISTA	NCE WILL BE REQUIRED:
Fill out Mutual Aid Information fo	rm.
expected to deal with (volcan Review types of equipment, reskills required. How long will your employees where will your employees some Identify a communications plant How will responding affect your employees.	an for crews. our agency's current operations? or, elected officials and TransAid of request for
reps or supervisors. Ask emp Identify Incident Commander operations, planning, logistics Review ER/FEMA document record-keeping requirements. Inventory and standardize to for travel. Set up daily check in time bet Review progress, identify hou crew. Send cash (not check) or credi	ation procedures with supervisors and initiate
Be sure emergency food and s	

EMPLOYEE & EQUIPMENT INFORMATION Responding Agency

Agency:		. , Ι	Date:		
Supervisor of Crew:					
Communication Equipment/Phone Number	s:				
eport Time:Report Date:					
Report To:Area A	Assigned		-		
ASSISTANCE BEING PROVIDED (be as special	fic as pos	sible)			
Supervisor & Crew Employees Name Emergency Contact		C	ualifica	tions	
& Phone Numbers	Flagger			Operator	First Aid
	-				
			-		
		<u> </u>			
Technical Assistance * Personnel	Ar	ea of E	xpertise		
Confined Space:					
Equipment *					
Truck Type & Size:					
Truck Materials Inventory:					
Truck Tools & Equipment Inventory:					
Communication Equipment					

Materials *		
Shoring Needed:		
* Items to consider in your re	equest:	
Inspectors	Engineers	Surveyors
Technicians	Truck Drivers	Utility person
Operators	Flaggers	Welders
Mechanics	Bridge Repair	Carpenters
Electricians	Dump Trucks	Back Hoe
Gravel	Pipe	Paving Equipment
Oiler	Grader	Compactor
Traffic Control Equip.	Power Supply	Communication Equip.

INCIDENT COMMANDER CHECKLIST Responding Agency

Upon Arrival	
Check-in with supervisor on site.	
Review maps, damage information, repair needs and potential crew	
assignments. Request information on repair standards.	
Ensure that lodgings, meals and refueling capabilities exist. If not, identif	V
crew member to work on problem and ask Requesting Agency for assistar	
Review documentation procedures with Requesting Agency's supervisor	
obtain supplies to track repairs and costs associated with job.	
Establish daily briefing time with Requesting Agency's supervisor.	
Establish daily documentation briefing with Requesting Agency's supervi	sor
to ensure that tasks are completed.	
Establish working shifts.	
Review Communication Plan.	
Daily Process	
Briefing with supervisors and crew on work assignments and progress.	
Review safety procedures with crew.	
Review events and any problems or positive interaction with Requesting Agency's employees or customers.	
Ensure lunch and evening food breaks are provided and that a system for	
meals, refueling and restocking is maintained.	
Contact Responding Agency for briefing.	
Review documentation at end of each day for accuracy and completion.	
Work Termination	
Meet with crews to review successes and problems.	
Identify total hours worked and number of repairs.	
Total up costs associated with work.	
Allow rest and recovery time before leaving for home.	

mutual

KING COUNTY DEPARTMENT OF TRANSPORTATION **Road Services Division**

Yesler Building 400 Yesler Way Room 400 SEATTLE, WASHINGTON 98104-2637

TO Ron Paananen, P.E.

Washington State Department

LETTER OF TRANSMITTAL 9/3/97 DATE: CIP: Mutual Aid JOB NO. ATTENTION: Sam Richard RE: Mutual Aid Agreement

Northwest Region, MS-121 Post Office Box 330310 Seattle, WA 98133-9710	or transportation		
WE ARE SENDING YOU: □Construction Permit □Detour Agreement	□Consultant Contract □Turnback Agreement □Local Agency Agreements	☑Other: Mutual Aid Agreeme □Prospectus Package □Right-of-Way Certification	nt □PS&E Package □Contract Award
COPIES DATE	NO.	DESCRIPTION	
1	Signed Contract		
THESE ARE TRANSMITTED a ☐ For approval ☑ For your use ☑ As requested ☐ ☐ Ad date:	as checked below: ☑ Approved as submitte □ Approved as noted □ Returned for correctio		executed copy for file
REMARKS:			
If you have any que	estions, please call Steve Kohn	at 296-8755. Thank you.	
8	SIGNED:	Gail Sullivan	
COPY TO:			
001110.			

W

I have reviewed and recommend approval.

RECEIVED DIRECTOR'S OFFICE

AUG 2 6 1997

KING COUNTY DEPT.

DOCUMENT TRACKING CONTRACT (NON-CONS	SYSTEM ROUTING FORM	CT01 NO: Mutual Aid	
CONTRACT CIP NO	PROJECT	PH STG SUP	
MUTUAL	Mutual Aid Agreement	0 0	
KING COUNTY AGENCY	CONTACT PERSON	PHONE	
ROAD SERVICES DI	STEVE KOHN/GAIL SU	ULLIVAN 296-8090	
AGENCY	TUUOMA	?:	
WSDOT	Original Amou	int	
START DATE END	DATE This Action Total Amount		
08/12/97 08/1	12/98		
CONTRACT DESCRIPTI	ОИ		
AGREEMENT FOR: Mutual Aid with other agencies for emergency/ disasters.			
Have waivers been Yes* No	granted for this contract?	M/WB STATUS	
*waiver must accompany this contract			
RUSH/WALK THROUGH Authorized Signature Date			
APPROVAL RECORD			
NA Date Rec'd	Reviewing Agency Appr Dept/Div Finance Risk Management Prosecutor	coved By Date Sent	