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 BERGER
Executive Director
County Road Administration Board
EMERGENCY RESPONSE -- MUTUAL AID AGREEMENTS
TASK FORCE

COUNTY MEMBERS

Robert Berg
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Lewis County
350 North Market Blvd
Chehalis, WA 98532-2626
Phone: 360-740-1122
Fax: 360-740-1479

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Public Works Director
Grays Harbor County
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Montesano, WA 98563-0511
Phone: 360-249-4222
Fax: 360-249-3203

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Project Dev. Engr
King County DOT
400 Yesler Wy
Seattle, WA 98104-2637
Phone: 206-296-8755
Fax: 206-296-0567

Phil Merrell
Public Works Director
Whitman County
P. O. Box 430
Colfax, WA 99111-0430
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Dick Owings
Public Works Director
Adams County
210 West Broadway
Ritzville, WA 99169-1860
Phone: 509-659-4236
Fax: 509-659-0301

CITY MEMBERS

Ron Cameron
Public Services Admin.
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13203 NE 175th St.
Woodinville, WA 98072-8534
Phone: 206-433-0179
Fax: 206-431-3665

Dave Davis
City Engineer
City of Everett
302 Cedar Street
Everett, WA 98201
Phone: 206-259-8800
Fax: 206-259-8856

Fred French
City Engineer
City of Yakima
129 N. Second St.
Yakima, WA 98901
Phone: 509-575-6096
Fax: 509-576-6305

Tim Heydon
Public Works Director
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805 So. 219th
Des Moines, WA 98198-6393
Phone: 206-870-6522
Fax: 206-870-6544

Marv Seabrand
Public Works Director
City of Mountlake Terrace
PO Box 72
Mtllk Terrace, WA 98043-0072
Phone: 206-776-1161
Fax: 206-778-6421

GARY POWELL
Engr. Services Mgr.
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Everett, WA 98201-4044
Phone: 206-388-6689
Fax: 206-388-6449

OTHERS

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Transp. Project Coord.
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CRAB
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Terry Simmonds
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PO Box 47358
Olympia, WA 98504-7358
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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

Authorized Representative
Aug 28 1997
Date

Designated Primary Contact:  
Office: Roads Division, KCDOT  
Contact: Harold Taniguchi  
Phone Number: (206)296-6590

Emergency 24 Hour Phone Number:  
(206) 296-8100

Approved As To Form

ANN E. SALAY  
Office of the Attorney General

Approved As To Form

Dennis McMahon  
Prosecuting Attorney
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 needed.

How 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 your agency.

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 conditions.

How 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.)

Briefing

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.

Establish a communications plan.
MUTUAL AID INFORMATION FORM
Requesting Agency

DATE: ____________________ TIME: ____________________

REQUESTING AGENCY: ___________________________________________________________

NAME/TITLE CONTACT: ___________________________________________________________

PHONE NUMBER: ____________________ FAX NUMBER: ____________________

EMERGENCY PHONE NUMBER: _______________________________________________________

TYPE OF EMERGENCY: ___________________________________________________________

ESTIMATED DURATION ASSISTANCE WILL BE REQUIRED: ____________________________

ASSISTANCE BEING REQUESTED (be as specific as possible.)

Technical Assistance *

Personnel

Area of Expertise

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Equipment *

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Communication Equipment: ______________________________________________________

Materials *

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Items to consider in your request:

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.
RESPONDING AGENCY CHECKLIST

DATE:_________________________ TIME:_________________________

REQUESTING AGENCY:__________________________________________

NAME/TITLE CONTACT:_________________________________________

PHONE NUMBER:_________________ FAX NUMBER:_________________

EMERGENCY PHONE NUMBER:____________________________________

TYPE OF EMERGENCY:___________________________________________

ESTIMATED DURATION ASSISTANCE WILL BE REQUIRED:______________

Fill out Mutual Aid Information form.

Clarify Need

_____ Review types of damage and what Responding Agency employees may be
expected to deal with (volcanic ash, earthquake, flooding, etc.)

_____ Review types of equipment, materials and number of employees needed and
skills required.

_____ How long will your employees be needed? Should a relief crew be prepared?
   Where will your employees stay and eat?

_____ Identify a communications plan for crews.

_____ How will responding affect your agency’s current operations?

_____ Immediately notify Supervisor, elected officials and TransAid of request for
   Emergency Response Mutual Aid.

Preparations

_____ Identify your responding employees. Review employee selection with union
   reps or supervisors. Ask employees to bring necessary personal items.

_____ Identify Incident Commander for your employees and appoint staff for
   operations, planning, logistics and finance.

_____ Review ER/FEMA documentation procedures with supervisors and initiate
   record-keeping requirements.

_____ Inventory and standardize tools and materials on vehicles. Inspect vehicles
   for travel.

_____ Set up daily check in time between Responding and Requesting agency.
   Review progress, identify hours worked, working conditions and status of
   crew.

_____ Send cash (not check) or credit cards with Supervisor for emergency expenses.

_____ Send mobile phone or ham radio equipment for back up communications.

_____ Be sure emergency food and water are on each vehicle.
EMPLOYEE & EQUIPMENT INFORMATION
Responding Agency

Agency:__________________________ Date:___________

Supervisor of Crew:________________________________________

Communication Equipment/Phone Numbers:_____________________

Report Time:__________ Report Date:_______________________

Report To:________________ Area Assigned:_________________

ASSISTANCE BEING PROVIDED (be as specific as possible)

Supervisor & Crew Employees

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<th>Name</th>
<th>Emergency Contact &amp; Phone Numbers</th>
<th>Qualifications</th>
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Technical Assistance *

Personnel

Area of Expertise

Confined Space:________________________

Equipment *

______________________________

Truck Type & Size:_____________________________________

Truck Materials Inventory:______________________________

Truck Tools & Equipment Inventory:_______________________

Communication Equipment:___________________________
Materials *

Shoring Needed:________________

* Items to consider in your request:
  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
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, identify crew member to work on problem and ask Requesting Agency for assistance.
____ Review documentation procedures with Requesting Agency’s supervisor and 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 supervisor 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
TO Ron Paananen, P.E.
Washington State Department of Transportation
Northwest Region, MS-121
Post Office Box 330310
Seattle, WA 98133-9710

WE ARE SENDING YOU:
- Consultant Contract
- Turnback Agreement
- Detour Agreement
- Local Agency Agreements
- Other: Mutual Aid Agreement
- Prospectus Package
- Right-of-Way Certification
- PS&E Package
- Contract Award

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<td>Signed Contract</td>
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THESE ARE TRANSMITTED as checked below:
- For approval
- For your use
- As requested

- Approved as submitted
- Approved as noted
- Returned for corrections
- Return ________ executed copy
- Return ________ for file

Ad date: __________________________

REMARKS:
If you have any questions, please call Steve Kohn at 296-8755. Thank you.

SIGNED: [Signature]

COPY TO:
DOCUMENT TRACKING SYSTEM ROUTING FORM

CONTRACT (NON-CONSTRUCTION)

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 DIVISION STEVE KOHN/GAIL SULLIVAN 296-8090

AGENCY AMOUNT:

WSDOT

START DATE END DATE

08/12/97 08/12/98

CONTRACT DESCRIPTION

AGREEMENT FOR: Mutual Aid with other agencies for emergency/disasters.

Have waivers been granted for this contract? M/WB STATUS
Yes*  No % Preference

*waiver must accompany this contract

Set-Aside

RUSH/WALK THROUGH

Authorized Signature 8/26/97

APPROVAL RECORD

NA Date Rec'd Reviewing Agency Approved By Date Sent

___ 08/07/97 Dept/Div Finance

Risk Management

Prosecutor

I have reviewed and recommend approval.