

D R A F T

Sample Mutual Aid and Assistance Agreement - Excerpted from “Utilities Helping Utilities: An Action Plan For Mutual Aid and Assistance Networks for Water And Wastewater Utilities”

This Model Agreement contains procedures and standards for a water and wastewater utility Mutual Aid and Assistance Program. The Model is based on existing water and wastewater utility Mutual Aid and Assistance agreements implemented in California, Florida, Texas, and Washington. While the Model shares some similarities with each of the four agreements, it is a unique document in and of itself.

Creating an agreement for Mutual Aid and Assistance involves a number of policy decisions. The Model Agreement proposes specific approaches to Mutual Aid and Assistance Program issues; however, reasonable minds will differ as to whether the approaches presented in the model are the best. Accordingly, notes are included for each provision of the Model Agreement. These notes highlight significant issues that arise in the drafting of a mutual aid and assistance Program and how the Model Agreement approaches those issues. The notes also explain why certain provisions are included in the Model Agreement.

Representatives of the water and wastewater industry can use this Model Agreement as a tool to facilitate discussion on drafting an Intrastate Mutual Aid and Assistance agreement that best illustrates their needs. However, while each intrastate steering committee may revise portions of this Agreement, it is important to note that this Model Agreement allows for inclusion and eventual connection with a national interstate mutual aid and assistance agreement. Because mutual aid and assistance programs require standardized operational procedures, consistency between the intrastate agreements is critical. Thus, major modifications to this Agreement would preclude using it for connection with an interstate program for mutual aid and assistance program.

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

Statutory Authority (cite authorizing state statute, if any) This Agreement is authorized under Section XXX of the (state revised statutes on mutual aid), which provides that Water and Wastewater Utilities may contract with each other to provide services.

Note

Water and wastewater utilities may need statutory authority to enter into agreements for Mutual Aid and Assistance. If there is no statutory authority, a legal question arises as to whether such authority is necessary for a water and wastewater Mutual Aid and Assistance agreement. Both the

California and Washington Agreements reference statutory authority. The Florida and Texas Agreements do not.

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

Note on Article I

Article I briefly describes why water and wastewater utilities established a Program for Mutual Aid and Assistance and the purpose of the Agreement. Inclusion of this Article recognizes the spirit and intent of the Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

A. Emergency—A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

B. Member—Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member—A Member who requests assistance under the Mutual Aid and Assistance Program.

E. Responding Member—A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

F. Period of Assistance—A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS)—A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

Note on Article II

These terms and corresponding definitions are drawn from the four existing water and wastewater agreements for Mutual Aid and Assistance. Only the definition for emergency is noteworthy. The Model Agreement specifies a definition of an emergency that includes disasters that are “likely to be” beyond the control of the participating utility. As explained in the Note for Article V, this permits a participating utility to request assistance prior to the onset of a disaster. The request for aid does NOT require a declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases. This approach is consistent with the California and Washington Agreements but differs from the Florida and Texas Agreements, which limit requests for Mutual Aid and Assistance to post-disaster periods.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through Regional Committees, as needed, and a Statewide Committee. The purpose of a Regional Committee is to provide local coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The designated regions are consistent with the existing public health or emergency management regions of the state and include (list the regions, for example, one for the Southern Region Members, one for the Northern Region Members, one for the Western Region Members, and one for the Eastern Region Members). Each Region Committee, under the leadership of an elected Chairperson, shall meet annually to address Mutual Aid and Assistance Program issues. Each Regional Committee shall also meet annually to review emergency preparedness and response procedures. The Chairperson of each Regional Committee represents their Regional Committee’s interests on the Statewide Committee. In addition to representing the interests of the Members, the Statewide Committee includes representatives from (list other organizations that may have a role to play in the Mutual Aid and Assistance Program, e.g., public health, emergency management, Rural Water Association, American Water Works Association, etc.). Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

Note on Article III

The Model Agreement conceptualizes a Mutual Aid and Assistance Program administered through regional committees and a statewide committee. Article III formalizes this approach. The concept is drawn from a provision in California’s Agreement that establishes a committee system for program administration. The Model Agreement outlines administering the program through regional or “local” committees that could promote coordination and help resolve program issues. However, the sample agreement recognizes that a committee system for Program administration may be too elaborate for some states. There are other, less formal ways to ensure efficient operation of a Mutual Aid and Assistance Program. For example, the Mutual Aid and Assistance agreement could require participating utilities to develop operational and planning procedures. The main objective is to have a well-developed system for Mutual Aid and Assistance whether through establishment of a committee system or a less formal approach. The more organized the utilities are, the less apt emergency response agencies are to step in.

ARTICLE IV. PROCEDURES

In coordination with the Regional Committees, emergency management, and the public health system of the state, the Statewide Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be updated at least annually.

Note on Article IV

Article IV recognizes that an agreement by itself may be insufficient to cover the range of issues that arise in Mutual Aid and Assistance Programs. To have an efficient Program, participating utilities may need to supplement the Mutual Aid and Assistance agreement with a Program guidance document that includes detailed operational and planning procedures. This is the approach taken by the Washington Mutual Aid and Assistance Program. That Program has a Mutual Aid and Assistance agreement that sets forth general procedures and standards. To supplement the agreement, participating utilities developed a Mutual Aid and Assistance Program Manual and a Mutual Aid and Assistance Handbook.

ARTICLE V. REQUESTS FOR ASSISTANCE

Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

Notes on Article V

1. The Model Agreement sets a low threshold for when Members can request mutual aid and assistance. Article V permits requests for mutual aid and assistance in the event of an “Emergency.” An “Emergency” under Article II is defined as “an event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.” This definition has two noteworthy characteristics. First, the use of the word “event,” rather than “disaster,” broadens the situations in which Members can request mutual aid and assistance. Second, an Emergency includes events that are “likely to be” beyond the control of the participating utility. By including the “is likely to be” language, participating utilities can request mutual aid and assistance before an event overwhelms their resources. This approach envisions situations where pre-event response would be necessary to protect human health and property. The Florida and Texas Agreements do not allow for pre-event assistance requests.

2. Article V permits oral and written requests for assistance; however, when made orally, the requesting member must put the request in writing as soon as practicable. This approach balances the need to make a quick and prompt request with the need for accuracy.

3. The Model Agreement does not provide specific details on the type of information that must be provided when a participating utility requests assistance. This can be provided in the protocols that support the agreement. This approach is in contrast to the Florida and Texas Agreements that do list the information that must be provided when a member makes a request for assistance. Those agreements also require a responding member to provide certain information to the requesting member. Again, the Model Agreement adopted a different approach. Article V only requires responding members to indicate what resources will be provided and when the resources will arrive at the requesting member’s facility.

4. The Model Agreement provides participating utilities with absolute discretion when deciding whether to respond to a request for assistance. This is consistent with all four existing water and wastewater Mutual Aid and Assistance agreements.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

National Incident Management System: When providing assistance under this Agreement, the Requesting Utility and Responding Utility shall be organized and shall function under the National Incident Management System.

Control: Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member’s Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

Food and Shelter: The Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding personnel, the Responding Member’s designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the State per diem rates for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

Status: Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

Notes on Article VI

1. The National Incident Management System (NIMS) provides a consistent nationwide approach that allows federal, state, local, and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

2. The Model Agreement promotes "home" supervisory control over personnel. This approach recognizes that personnel will likely work better with their regular supervisors. To ensure an efficient response, Article VI requires responding member supervisors to coordinate with the requesting member's authorized official.

3. Article VI requires the requesting member to supply food and shelter to responding member personnel. This may be too onerous given that the requesting member will be faced with an emergency when it makes a request for Mutual Aid and Assistance. Accordingly, Article VI permits the requesting member to reimburse the responding member for food and shelter costs rather than securing such provisions.

4. Article VI includes a provision that allows the responding member to withdraw some or all of its resources at any time. This approach limits the commitment of the responding member. If a situation arose in the responding member's facility, resources could be withdrawn as appropriate. The Model Agreement promotes assistance because participating utilities would be less likely to withhold resources out of concern that they could not respond to needs at their own facilities.

5. Licensing and permitting authority will most likely not be an issue for intrastate mutual aid. However, this Agreement is drafted to permit assistance under the Interstate Emergency Management Assistance Compact and an Interstate Mutual Aid and Assistance Program for water and wastewater utilities, if such a program were established (see Article XIX). Because state-issued licensing and permitting credentials vary, it is important to clarify what actions and tasks responding member personnel can take when participating in interstate mutual aid and assistance. The licensing and permitting provision allows the maximum utilization of the professional skills held by responding member personnel. However, it does provide responding member personnel with authority to conduct activities or tasks that may only be completed by those holding locally issued professional credentials.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

Personnel: Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

Notes on Article VII

1. Mutual Aid programs established in the 1950s did not have cost reimbursement procedures. Rather, program members would provide assistance at no charge, with the understanding that assistance would be provided to them when they were in need. For those utilities that wish to abide by that principle, the initial statement of Article VII allows the requesting and responding member to determine which resources could be exchanged without cost. Because public resources cannot normally be provided to private organizations, this process is appropriate only when the assistance is exchanged between private utilities.
2. For those utilities that seek reimbursement for services, Article VII reflects the cost reimbursement procedures set forth in the four existing water and wastewater agreements for Mutual Aid

and Assistance. To qualify for FEMA cost reimbursement, this Article must be included in a mutual aid agreement.

3. In general, private organizations cannot receive public funds. This rule prevents gifts of private funds to private organizations. However, public funds can be used to reimburse private organizations for costs incurred as a result of providing assistance to a public entity as long as the costs are identified. Accordingly, Article VII requires an itemized bill for all expenses incurred during a Period of Assistance.

4. The Model Agreement suggests that procedures include a penalty provision for unpaid bills. Providing a penalty provision will promote timely reimbursement to the requesting member.

ARTICLE VIII. DISPUTES

Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

Note on Article VIII

Article VIII sets forth a two-tiered process for handling disputes. First, members must try negotiation. If unsuccessful, then the matter must be resolved through arbitration. Arbitration is much faster and less expensive than traditional civil litigation. The Rules of the American Arbitration Association are widely recognized and often cited in arbitration clauses. However, a dispute resolution provision could include specific procedures for arbitration rather than require use of procedures developed by the American Arbitration Association. The Florida and Texas Agreements take this approach.

ARTICLE IX. REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors, or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

Notes on Article IX

1. Article IX sets forth a comprehensive indemnity provision. The provision requires the requesting member to indemnify responding members and their officers and employees. This requirement protects responding members from the costs associated with civil suits that arise from, or are related to,

providing Mutual Aid and Assistance. The Model Agreement allows an indemnity provision that would encourage participating utilities to provide assistance in the event of an emergency.

2. However, it is important to recognize that Article IX places an added burden on members that request assistance. The duty to indemnify, along with other requesting member obligations set forth in the Model Agreement, may deter participating utilities from utilizing the Mutual Aid and Assistance Program. An alternative approach is provided in the Florida and Texas Agreements. Those agreements require each member to bear the risks associated with participating in the Mutual Aid and Assistance Program. This includes the risk of facing civil liability that arises from, or is related to, providing Mutual Aid and Assistance. This approach reduces the burdens on members that request assistance under the Mutual Aid and Assistance Program.

ARTICLE X. SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who receive and provide assistance shall indemnify and hold harmless those Members whose involvement in the transaction or occurrence that is the subject of such claim, action, demand, or other proceeding is limited to execution of this Agreement.

Note on Article X

A lawsuit or similar action that arises from or is related to a Mutual Aid and Assistance response may name all participating utilities as defendants regardless of their involvement in the transaction or occurrence that gave rise to the suit. Article X protects non-responding members from costs associated with lawsuits or similar actions. This protection would encourage participation in the Mutual Aid and Assistance Program. Water and wastewater utilities would not incur additional liability by participating in the Mutual Aid and Assistance Program.

ARTICLE XI. WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation. The Requesting Member shall reimburse the Responding Member for all costs, benefits, and expenses associated with worker's compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Member and Responding Member.

Note on Article XI

Responding member personnel will effectively be working for the requesting member during a period of assistance. Accordingly, Article XI provides that the requesting member is responsible for worker's compensation claims filed by responding member personnel if such claims arise from or are related to providing assistance to the requesting member under the Mutual Aid and Assistance Program.

ARTICLE XII. NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Note on Article XII

Article XII recognizes that Members of the Agreement need to know about claims or suits that affect, or might affect, them. The Article also preserves the right of a Member to defend itself in any claim or suit that affects its interests.

ARTICLE XIII. INSURANCE

Members of this Agreement shall maintain an insurance policy that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program. The scope of the policy must include, at a minimum, coverage for employee faulty workmanship and other negligent acts, errors, or omissions and coverage for meeting the indemnity conditions provided in Articles IX and X.

Notes on Article XIII

1. Article XIII requires members to carry insurance to protect against risks associated with participation in the Mutual Aid and Assistance Program. This provision provides a secure means of covering risks associated with participation in the Mutual Aid and Assistance Program.
2. A requirement to carry insurance could be alternative to the indemnity provisions provided in Articles IX and X. That is, rather than place the burden on the requesting member to indemnify the responding member, the mutual aid and assistance agreement could provide that all members bear the risks of their own actions. The Florida and Texas Agreements take this approach; however, these agreements do not require participating utilities to obtain insurance.

ARTICLE XIV. EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the applicable Regional Committee Chair receives the Agreement. The Regional Committee Chair shall maintain a list of all Members in the respective region. The Statewide Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

Note on Article XIV

Article XIV provides a standard approach on the process for participation in the Mutual Aid and Assistance Program. In contrast, the Washington Agreement requires a utility to adopt or authorize the program agreement by resolution. The utility must then execute the agreement and send it to the Washington Association of Sewer and Water Districts.

**ARTICLE XV.
WITHDRAWAL**

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Regional Committee Chair and the Statewide Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice.

Note on Article XV

Article XV recognizes that a Member may decide to withdraw from a Mutual Aid and Assistance Program.

**ARTICLE XVI.
MODIFICATION**

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the agreement. Modifications require a simple majority vote of Members within each region and a unanimous agreement between the regions. The Statewide Committee Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

Note on Article XVI

Article XVI recognizes that members may want to modify the Program agreement. There may also be circumstances that require modification of the Program agreement. For example, creation of an interstate water and wastewater utility Mutual Aid and Assistance Program may require agreement modifications.

**ARTICLE XVII.
PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

Note on Article XVII

Members of the Mutual Aid and Assistance Program may already have assistance agreements in place with utilities. Article XVII ensures that existing assistance agreements do not interfere with the operation of the intrastate Mutual Aid and Assistance Program.

**ARTICLE XVIII.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

Note on Article XVIII

Article XVIII covers issues of contract law that may interfere with the operation of the Mutual Aid and Assistance Program. The prohibition on third-party beneficiaries limits all rights and benefits under the agreement to participating utilities. Thus, a local government could not assert rights under this agreement as a third-party beneficiary. Article XVIII also prohibits the assignment of benefits created by the agreement to third parties. In other words, a participating utility could not assign its ability to request mutual aid and assistance to a non-participating utility. Prohibiting the delegation of duties ensures that only the participating utilities are involved in the Mutual Aid and Assistance Program.

ARTICLE XIX.

INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of XXX Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Note on Article XIX

At least 13 states have an overarching statewide mutual aid program. Article XIX requires coordination with the statewide mutual aid program, if one exists. Additionally, Article XIX permits participation in an interstate water and wastewater mutual aid program if one were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ 2006.

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name