



Mutual Aid and Assistance Agreement

November 2007

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57 **AGREEMENT**

58
59 This Agreement is made and entered into by public and private Water and Wastewater Utilities
60 that have, by executing this Agreement, manifested their intent to participate in an Intrastate
61 Program for Mutual Aid and Assistance.

62
63 The undersigned water and wastewater utilities are entering into this Agreement in order to
64 provide better service to their customers and to more thoroughly carry out their obligations to
65 serve customers under state law.

66 **ARTICLE I.**
67 **PURPOSE**

68
69
70 Our mission is to support and promote statewide emergency preparedness, disaster response,
71 and mutual assistance matters for public and private water and wastewater utilities.

72
73 Recognizing that emergencies may require assistance in the form of personnel, equipment, and
74 supplies from outside the area of impact, the signatory utilities established an Intrastate
75 Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program,
76 Members coordinate response activities and share resources during emergencies. This
77 Agreement sets forth the procedures and standards for the administration of the Intrastate
78 Mutual Aid and Assistance Program.

79
80 **ARTICLE II.**
81 **DEFINITIONS**

82
83 A. Associate Member: Any non utility participant, approved by the State Steering Committee,
84 that provides a support role for the WARN program, for example State Department of Public
85 Health, or associations, and do not officially sign the WARN agreement.

86
87 B. Authorized Official: An employee of a Member that is authorized by the Member's governing
88 board or management to request assistance, offer assistance, refuse to offer assistance, or
89 withdraw assistance under this Agreement.

90
91 C. Confidential Information: (also known as "For Official Use Only" or "FOUO") Any document
92 shared with any signatory of this Agreement that is marked confidential, including but not limited
93 to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities
94 of a Member or Associate Member.

95
96 D. Emergency: A natural or manmade event that is beyond the control of the services,
97 personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

98
99 E. Member: Any public or private Water or Wastewater Utility that manifests intent to participate
100 in the Mutual Aid and Assistance Program by executing this Agreement. Only Members will be
101 granted access to the secure resource database.

102
103 1. Non-Responding Member: A Member that does not provide aid or assistance during a
104 Period of Assistance under the Mutual Aid and Assistance Program.

106 2. Responding Member: A Member that responds to a request for assistance under the
107 Mutual Aid and Assistance Program.
108

109 3. Requesting Member: A Member who requests assistance under the Mutual Aid and
110 Assistance Program.
111

112 F. National Incident Management System (NIMS): A national, standardized approach to incident
113 management and response that sets uniform processes and procedures for emergency
114 response operations.
115

116 G. Period of Assistance: A specified period of time when a Responding Member assists a
117 Requesting Member. The period commences when personnel, equipment, or supplies depart
118 from a Responding Member's facility and ends when the resources return to their facility (portal
119 to portal). All protections identified in the agreement apply during this period. The specified
120 Period of Assistance may occur during response to or recovery from an emergency, as
121 previously defined.
122

123 **ARTICLE III.**
124 **ADMINISTRATION**
125

126 The Mutual Aid and Assistance Program shall be administered through a Statewide Committee.
127 The purpose of a Statewide Committee is to provide local coordination of the Mutual Aid and
128 Assistance Program before, during, and after an emergency. The Statewide Committee, under
129 the leadership of an elected Chairperson, shall meet at least annually to address Mutual Aid and
130 Assistance Program issues and to review emergency preparedness and response procedures.
131 In addition to representing the interests of the Members, the Statewide Committee includes
132 representatives from other organizations that have a role to play in the Mutual Aid and
133 Assistance Program, e.g., public health, emergency management, Rural Water Association,
134 American Water Works Association, etc. Under the leadership of the Chair, the Statewide
135 Committee members shall plan and coordinate emergency planning and response activities for
136 the Mutual Aid and Assistance Program.
137

138 **ARTICLE IV.**
139 **PROCEDURES**
140

141 In coordination with the emergency management and the public health system of the state, the
142 Statewide Committee shall develop operational and planning procedures for the Mutual Aid and
143 Assistance Program. These procedures are listed below.

144 In the event that a particular utility becomes a Requesting Member, the following
145 procedure shall be followed:
146

- 147 A. The Requesting Member may contact the Authorized Representative of one or more of
148 the Responding Members and provide them with the following information:
149
- 150 • a general description of the damage sustained;
 - 151 • the part of the water/wastewater system for which assistance is needed;
 - 152 • the amount and type of personnel, equipment, materials and supplies needed and a
reasonable estimate of the length of time they will be needed;
 - 153 • the present weather conditions and the forecast for the next twenty-four hours;
 - 154 • a specific time and place for a representative of the Requesting Member to meet the
155 personnel and equipment of the Responding Member; and

- the identification of work conditions and specific constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

B. When contacted by a Requesting Member, the Authorized Representative of a Responding Member shall assess his utility's situation to determine whether it is capable of providing assistance. No Responding Member shall be under any obligation to provide assistance to a Requesting Member. If the Authorized Representative determines that the Responding Member is capable of and willing to provide assistance, the Responding Member shall so notify the Authorized Representative of the Requesting Member and provide the following information:

- a complete description of the personnel, equipment and materials to be furnished to the Requesting Member;
- the estimated length of time the personnel, equipment and the materials will be available;
- the work experience and ability of the personnel and the capability of the equipment to be furnished;
- the name of the person or persons to be designated as supervisory personnel; and
- the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting member.

ARTICLE V.
REQUESTS FOR ASSISTANCE

A. 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).

B. 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.

C. 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.

Agreement to respond by a Member does not create any duties to continue to provide assistance or to provide assistance at any particular legal standard of care.

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ARTICLE VI.
RESPONDING MEMBER PERSONNEL

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

B. 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).

C. Food and Shelter: Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours. 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, unless otherwise agreed to 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.

D. 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.

E. 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.

F. 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.

G. 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.

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.

A. Personnel: Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their current pay rate structure or 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

254 Member must consider all personnel costs, including salaries or hourly wages, costs for fringe
255 benefits, and indirect costs. Note that these rates will vary from Member to Member.
256

257 B. Equipment: The Requesting Member shall reimburse the Responding Member for the use of
258 equipment during the specified Period of Assistance, including, but not limited to, reasonable
259 rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned
260 equipment. All equipment shall be returned to the Responding Member in good working order
261 as soon as is practicable and reasonable under the circumstances. As a minimum, rates for
262 equipment use must be based on the Federal Emergency Management Agency's (FEMA)
263 Schedule of Equipment Rates. If a Responding Member uses rates different from those in the
264 FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or
265 in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on
266 which rates are used must be reached in writing prior to dispatch of the equipment.
267 Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must
268 be developed based on actual recovery of costs. If Responding Member must lease a piece of
269 equipment while its equipment is being repaired, Requesting Member shall reimburse
270 Responding Member for such rental costs.
271

272 C. Materials and Supplies: The Requesting Member must reimburse the Responding Member in
273 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
274 returnable supplies. The Responding Member must not charge direct fees or rental charges to
275 the Requesting Member for other supplies and reusable items that are returned to the
276 Responding Member in a clean, damage-free condition. Reusable supplies that are returned to
277 the Responding Member with damage must be treated as expendable supplies for purposes of
278 cost reimbursement.
279

280 D. Payment Period: The Responding Member must provide an itemized bill to the Requesting
281 Member for all expenses it incurred as a result of providing assistance under this Agreement.
282 The Responding Member must send the itemized bill not later than ninety (90) days following
283 the end of the Period of Assistance. The Requesting Member must pay the bill in full on or
284 before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon
285 the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest
286 at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.
287

288 E. Records:

289 (a) Each Responding Member and their duly authorized representatives shall have
290 access to a Requesting Member's books, documents, notes, reports, papers and records
291 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy
292 of a cost bill or making a financial, maintenance or regulatory audit.
293

294 (b) Each Requesting Member and their duly authorized representatives shall have
295 access to a Responding Member's books, documents, notes, reports, papers and records
296 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy
297 of a cost bill or making a financial, maintenance or regulatory audit.
298

299 F. Costs Recovery: If the Requesting Member is a municipal entity, it may seek recovery of
300 reasonable costs directly associated with the response and recovery from a Presidentially-
301 declared emergency or major disaster, as defined at 44 CFR § 206.2 (a)(9) & (17) respectively,
302 through FEMA. If the Requesting Member is regulated by the CT Department of Public Utility
303 Control (DPUC), it can seek recovery of reasonable costs through the DPUC via the rate relief
304 process and up to 100% of related costs will be considered but may or may not be approved.

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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 resolved by the parties not later than thirty days after written notice of the dispute by the party asserting noncompliance. If the dispute is not resolved within ninety days of the notice of the claim, either party may request that the dispute be settled by arbitration in accordance with the Rules of the American Arbitration Association for Commercial Disputes. The arbitration shall be held in Hartford, CT and each party shall bear its own costs (including attorneys' fees) for participating in the proceeding. Subject to the provisions of Sections 52-418 and 52-419 of the General Statutes, as amended, the decision of a single arbitrator shall be final and binding upon the disputing parties. The arbitrator's decision shall be enforceable in accordance with the provisions of Connecticut law.

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 except any claim, loss, damage, injury or liability as arises from conduct which violates criminal laws. 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 cumulative with the additional indemnification obligations set forth in Article X.

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 Requesting Members who receive 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. In addition, the Requesting Members who receive assistance shall indemnify and hold harmless those Non-Responding Members from any liability, claim, demand, action, or proceeding arising out of a Period of Assistance.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. 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 monthly basis, or on other terms mutually agreed upon by the Requesting Member and Responding Member.

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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.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain insurance policies that cover activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program. The scope of the policies 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.

The specific insurance policy maintained by each CtWARN member shall be listed in the “Resource Database” of the CtWARN website.

If the Responding Member has specific requirements such as being named “additional insured” by the Requesting Member, this administrative task should be completed prior to initiating any activities.

ARTICLE XIV.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility’s authorized representative executes the Agreement and the Statewide Committee Chairperson receives the Agreement. The Statewide Committee Chairperson or designee shall maintain a master list of all members of the Mutual Aid and Assistance Program.

ARTICLE XV.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Chairperson. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member’s duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

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 2/3 (66%) majority vote of Members. The Statewide Committee Chairperson must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 90 days after the date upon

407 which notice is sent to the Members. Any Member which objects to an approved modification
408 may submit a notice of withdrawal from this Agreement prior to the effective date of the
409 modification.

410
411 **ARTICLE XVII.**
412 **PRIOR AGREEMENTS**
413

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

416
417 **ARTICLE XVIII.**
418 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
419

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

423
424 **ARTICLE XIX.**
425 **CONFIDENTIAL INFORMATION**
426

427 To the extent provided by law, any Member or Associate Member shall maintain in the strictest
428 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
429 Confidential Information disclosed under this Agreement. If any Member, Associate Member,
430 third party or other entity requests or demands, by subpoena or otherwise, that a Member or
431 Associate Member disclose any Confidential Information disclosed under this Agreement, the
432 Member or Associate Member shall immediately notify the owner of the Confidential Information
433 and shall take all reasonable steps necessary to prevent the disclosure of any Confidential
434 Information by asserting all applicable rights and privileges with respect to such information and
435 shall cooperate fully in any judicial or administrative proceeding relating thereto.

436
437 **ARTICLE XX.**
438 **MISCELLANEOUS PROVISIONS**
439

440 Each signatory entity represents that it has the requisite legal authority to execute this
441 Agreement and to undertake and discharge the obligations described herein.

442
443 Participation in the activities contemplated by this Agreement shall not give rise to any liability
444 whatsoever by responding Members to the requesting Member or to any third party

445
446 Any notices required or permitted to be sent pursuant to this Agreement shall be sent to the
447 Authorized Official of the signatory receiving the notice and, except as otherwise provided in this
448 Agreement, shall be in writing.

449
450 **ARTICLE XXI.**
451 **INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
452

453 To the extent practicable, Members of this Agreement shall participate in CtWARN Mutual Aid
454 and Assistance activities. Members may voluntarily agree to participate in an interstate Mutual
455 Aid and Assistance Program for water and wastewater utilities through this Agreement if such a
456 Program were established.

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ARTICLE XXII
AGREEMENT SIGNATURE AND AUTHORIZED OFFICIALS

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 _____, 20__.

Water/Wastewater Utility Name (Print): _____

BY (Signature): _____

NAME (Print): _____

TITLE (Print): _____

=====

Primary Authorized Official Name (Print): _____

Title (Print): _____

Email Address _____

Secondary Authorized Official Name (Print): _____

Title (Print): _____

Email Address _____

Utility Mailing Address (Print): _____

Emergency Contact Telephone Number #1: _____

Emergency Contact Telephone Number #2: _____

Business Office Telephone Number: _____

Business Office Fax Number: _____

Business Office Email Address: _____

Revised November 2007