



# MEMORANDUM

**To:** Board of Directors  
**From:** Gary W. Fern, P.E., Executive Director  
**Date:** December 9, 2009  
**Re:** Virginia Water & Wastewater Agency Response Network  
**cc:** James M. Bowling, IV

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The Virginia Section of the American Waterworks Association and the Virginia Water Environment Association jointly formed the Virginia Water & Wastewater Response Network (VA WARN) Committee. The Committee was tasked to develop a network and associated procedures for implementation in Virginia, whereby water and wastewater utilities that have sustained damages from natural or man-made events could obtain emergency assistance from other utilities. As part of their work, the Committee has developed a Mutual Aid Agreement and an Event Agreement which provides the framework for participating public and private sector utilities. Copies of these documents have been reviewed by Mr. Bowling and are attached.

The Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management. The network is similar to the program utilized by electric utilities throughout the country.

By participating, the ACSA has the opportunity to provide assistance to another authority or community requesting needed assistance. In addition, the ACSA will be able to request assistance, should it be needed in Albemarle County. Mike Lynn, Operations Manager, sits on the VA WARN Committee.

## **Board Action**

We request that the Board of Directors approve the attached Resolution which will authorize the Executive Director to execute the VA WARN Mutual Aid Agreement.

GWF:dmg

030102VAWARNMemo120909

**RESOLUTION AUTHORIZING EXECUTION OF THE  
VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
MUTUAL AID AGREEMENT**

**WHEREAS**, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

**WHEREAS**, in furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

**WHEREAS**, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

**WHEREAS**, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

**WHEREAS**, the Albemarle County Service Authority (ACSA) owns or operates water and wastewater facilities, is responsible for public water supply or wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the ACSA Board of Directors, that the Executive Director is hereby authorized to execute the VA WARN Mutual Aid Agreement, which is hereby approved.

Adopted by the ACSA Board of Directors this 17th day of December, 2009.

## **VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT**

**THIS MUTUAL AID AGREEMENT** (this “Agreement”) is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

### **BACKGROUND**

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency (“EPA”) identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

### **SECTION 1 – DEFINITIONS**

**“ASSISTING UTILITY”** means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

**“AUTHORIZED REPRESENTATIVE”** means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

**“EVENT AGREEMENT”** means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

**“PERIOD OF ASSISTANCE”** means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

**“REQUESTING UTILITY”** means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

**“MEMBER UTILITY”** means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

**“UTILITY EVENT”** means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

## **SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE**

**2.1 ASSISTANCE REQUEST** – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

**2.2 RESPONSE** – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility’s Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

**2.3 EVENT AGREEMENT** – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

**2.4 AUTHORIZED REPRESENTATIVES** – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

### **SECTION 3 – ROLE OF VA WARN COMMITTEE**

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

## **SECTION 4 – TERM AND WITHDRAWAL**

**4.1 TERM** – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

**4.2 WITHDRAWAL** – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility’s obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

## **SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES**

**5.1 MODIFICATION OF THIS AGREEMENT** – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

**5.2 MODIFICATION OF FORM OF EVENT AGREEMENT** – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

**5.3 ADMINISTRATIVE PROCEDURES** – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

## **SECTION 6 – MISCELLANEOUS PROVISIONS**

**6.1 OTHER AGREEMENTS** – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party’s ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

**6.2 INTERPRETATION** – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

**6.3 SEVERABILITY** – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

**6.4 ASSIGNMENT** – This Agreement shall not be assigned or transferred by any party.

**6.5 NO THIRD PARTY BENEFICIARIES** – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

**6.6 COUNTERPARTS** – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

**6.7 AUTHORIZATION OF SIGNATURE** – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
MUTUAL AID AGREEMENT SIGNATURE PAGE**

**MEMBER UTILITY**

Utility Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signatory's Name (print): \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

**-- FOR USE BY VA WARN COMMITTEE ONLY --**

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT  
BY VA WARN COMMITTEE CHAIR**

Signature: \_\_\_\_\_

Signatory's Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A  
ASSISTANCE REQUEST FORM**

# VA WARN MUTUAL AID AGREEMENT EXHIBIT A

## ASSISTANCE REQUEST FORM

|   |  |                            |                             |
|---|--|----------------------------|-----------------------------|
| <b>Event Name:</b>                                      |  | <b>Requesting Utility:</b> |                             |
| <b>Date:</b>  |  |                            |                             |
| <b>Time:</b>  |  |                            |                             |
| <b>Requesting Utility Contact Name:</b>                 |  |                            |                             |
| <b>Phone:</b>   |  | <b>E-mail:</b>             |                             |
| <b>Description of Assistance Requested:</b>             |  |                            |                             |
| <b>Specific Resources Needed:</b>                       |  |                            |                             |
| <b>Mobilization:</b>                                    |  |                            |                             |
| <b>Date Needed:</b>                                     |  | <b>Time needed:</b>        | <b>Pick hrs:</b> <b>hrs</b> |
| <b>Demobilization:</b>                                  |  |                            |                             |
| <b>Release Date:</b>                                    |  | <b>Time needed:</b>        | <b>Pick hrs:</b> <b>hrs</b> |
| <b>Deployment Considerations:</b>                       |  |                            |                             |
|   | <b>Work Location/Facilities:</b>       | <b>Pick One:</b>           |                             |
|   | <b>Working Conditions</b>              | <b>Pick One:</b>           |                             |
|   | <b>Living Conditions</b>               | <b>Pick One:</b>           |                             |
|   | <b>Health &amp; Safety Concerns:</b>   | <b>Pick One:</b>           |                             |
|   | <b>Safety Concerns/Remarks:</b>        |                            |                             |
|   | <b>Additional Conditions Comments:</b> |                            |                             |
| <b>Requesting Utility Resource Coordination Contact</b> |  | <b>Name/Title:</b>         |                             |
| <b>Phone:</b>   |  | <b>E-mail:</b>             |                             |
| <b>Staging Area:</b>                                    |  | <b>Location:</b>           |                             |
|   | <b>Address 1:</b>                      |                            |                             |
|   | <b>Address 2:</b>                      |                            |                             |
| <b>City:</b>  |  | <b>State:</b>              | <b>Zip:</b>                 |
| <b>Authorized Representative Name:</b>                  |  |                            | <b>Date:</b>                |

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B  
EVENT AGREEMENT FORM**

## **VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT**

**THIS EVENT AGREEMENT** (this “Agreement”) is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

### **BACKGROUND**

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network (“VA WARN”) and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

### **SECTION 1 – DEFINITIONS**

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

### **SECTION 2 – SCOPE OF ASSISTANCE**

To support the Requesting Utility’s response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility’s right to recall its personnel and resources in whole or in part and the Requesting Utility’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

### **SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID**

**3.1 SUPERVISION, CONTROL, AND RECALL** – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

**3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY** – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

**3.3 COMMUNICATIONS** – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

**3.4 RIGHTS AND PRIVILEGES** – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

**3.5 SUMMARY REPORT** – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

#### **SECTION 4 – REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

**4.1 PERSONNEL** – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

**4.2 EQUIPMENT** – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

**4.3 MATERIALS AND SUPPLIES** – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

**4.4 RECORD KEEPING** – The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

**4.5 PAYMENT** – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

**4.6 WAIVER OF REIMBURSEMENT** – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

**4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT** – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility’s obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

## **SECTION 5 – INSURANCE**

**5.1 WORKERS’ COMPENSATION COVERAGE** – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers’ Compensation Act.

**5.2 AUTOMOBILE LIABILITY COVERAGE** – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

**5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY** – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official’s liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

## **SECTION 6 – MISCELLANEOUS PROVISIONS**

**6.1 OTHER AGREEMENTS** – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party’s ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

**6.2 INTERPRETATION** – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

**6.3 SEVERABILITY** – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

**6.4 ASSIGNMENT** – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

**6.5 NO THIRD PARTY BENEFICIARIES** – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

**6.6 COUNTERPARTS** – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

**6.7 AUTHORIZATION OF SIGNATURE** – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

**NOW, THEREFORE**, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
EVENT AGREEMENT SIGNATURE PAGE**

**REQUESTING UTILITY**

Utility Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Authorized Representative's Name (print): \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSISTING UTILITY**

Utility Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Authorized Representative's Name (print): \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Date: \_\_\_\_\_

## VA WARN EVENT AGREEMENT ATTACHMENT A

### SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

|   |                        |  |                     |                  |            |
|---|------------------------|--|---------------------|------------------|------------|
| <b>Assisting Utility:</b>                               |                        |  |                     |                  |            |
| <b>Assisting Utility Authorized Representative:</b>     |                        |  |                     | <b>Date:</b>     |            |
| <b>Requesting Utility:</b>                              |                        |  | <b>Date:</b>        |                  |            |
| <b>Event Name:</b>                                      |                        |  | <b>Time:</b>        |                  |            |
| <b>Requesting Utility Contact Name:</b>                 |                        |  |                     |                  |            |
|   | <b>Phone:</b>          |  | <b>E-mail:</b>      |                  |            |
| <b>Description of Assistance Offered:</b>               |                        |  |                     |                  |            |
| <b>Specific Resources Available:</b>                    |                        |  |                     |                  |            |
| <b>Assisting Utility Resource Coordination Contact:</b> |                        |  |                     |                  |            |
|   | <b>Phone:</b>          |  | <b>E-mail:</b>      |                  |            |
| <b>Mobilization:</b>                                    |                        |  |                     |                  |            |
|   | <b>Date Available:</b> |  | <b>Time needed:</b> | <b>Pick hrs:</b> | <b>hrs</b> |
| <b>Demobilization:</b>                                  |                        |  |                     |                  |            |
|   | <b>Date Released:</b>  |  | <b>Time needed:</b> | <b>Pick hrs:</b> | <b>hrs</b> |

|  |                     |  |               |
|--|---------------------|--|---------------|
| <b>COST ESTIMATE (details below):</b>                    |                     |  |               |
| <b>Total Cost Estimate:</b>                              |                     | <b>Total Cost Estimate<br/>(Total from Excel sheet):</b> | <b>\$0.00</b> |
| <b>Total Travel Costs:</b>                               |                     |  |               |
|  |                     |  | <b>\$0.00</b> |
| # of fuel consuming equipment:                           |                     | # of non-fuel consuming equipment:                       |               |
| <b>Travel Costs:</b>                                     |                     |  |               |
| Personal Vehicle:  |                     | Vehicle Rental/Fuel/Mileage:                             |               |
| Governmental Vehicle Costs:                              |                     | Air Travel:  |               |
| Meals/tips:  |                     | Lodging:   |               |
| <b>Notes/Comments:</b>                                   |                     |  |               |
|  |                     |  |               |
| <b>Total Equipment Costs:</b>                            |                     |  | <b>\$0.00</b> |
| <b>Equipment Costs (insert lines as needed):</b>         |                     |  |               |
|  | <b>Description:</b> |  | <b>Cost:</b>  |
| 1  |                     |  |               |
| 2  |                     |  |               |
| 3  |                     |  |               |
| 4  |                     |  |               |
| 5  |                     |  |               |
| <b>Total Commodity (Materials &amp; Supplies) Costs:</b> |                     |  | <b>\$0.00</b> |
| <b>Commodity Costs (insert lines as needed):</b>         |                     |  |               |
|  | <b>Description:</b> |  | <b>Cost:</b>  |
| 1  |                     |  |               |
| 2  |                     |  |               |
| 3  |                     |  |               |
| 4  |                     |  |               |
| 5  |                     |  |               |
| <b>Total Other Costs:</b>                                |                     |  | <b>\$0.00</b> |
| <b>Other Costs (insert lines as needed):</b>             |                     |  |               |
|  | <b>Description:</b> |  | <b>Cost:</b>  |
| 1  |                     |  |               |
| 2  |                     |  |               |
| 3  |                     |  |               |
| 4  |                     |  |               |
| 5  |                     |  |               |

