

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Brad Underwood
Director of Public Works

SUBJECT: Review, discuss and possibly approve the Tahoe Truckee Area Agreement for Mutual Emergency Aid

DATE: July 13, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve the renewal of the Tahoe Truckee Area Agreement for Mutual Emergency Aid.
2. Authorize General Manager to execute the Agreement based on a review by General Counsel and Staff.

II. BACKGROUND

On occasion, emergency situations with critical infrastructure arise for a government agency that require the assistance of other nearby agencies to resolve. All proposed signatory agencies on the subject Agreement own, maintain and operate wastewater and/or water treatment and distribution, collection, transportation and/or treatment facilities in the Lake Tahoe and Truckee areas. The first original mutual aid agreement was entered into by the District in 1983, and the Board of the Tahoe Water Suppliers Association has requested this Agreement be revised, as many Districts have experienced a change in ownership, management or scope of responsibility.

By remaining a collaborative partner in this effort, IVGID will join these other regional agencies in formalizing response to emergencies for the purpose of minimizing environmental damage and promoting public health and safety from leakage or destruction of critical facilities. The Agreement outlines provisions for providing personnel, equipment, material and supplies; not requiring an agency to

respond to a request to the detriment of their own operations; and the cost recovery process, among other items.

III. BID RESULTS

This item is not subject to competitive bidding within the meaning of the Nevada Revised Statutes 332.115.

IV. FINANCIAL IMPACT AND BUDGET

There is no immediate financial impact. However, this Agreement provides for a cost recovery process should the District respond to assist a nearby agency in an emergency situation.

V. ALTERNATIVES

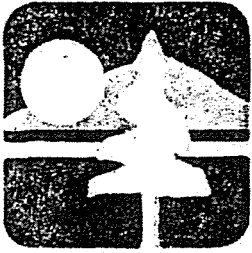
Do not approve the revised Agreement for Mutual Emergency Aid, which will put the District at risk if an occasion arises where assistance is needed to respond to an emergency situation, and for recovering costs when responding to another agency's emergency needs.

VI. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- Original 1983 Agreement
- Draft 2021 Agreement



NORTH TAHOE PUBLIC UTILITY DISTRICT

PO Box 139, Tahoe Vista, CA 95732 • (916) 546-4212 • 875 National Ave

September 30, 1983

TO: Alpine Springs County Water District
Douglas County Sewer Improvement Dist. No. 1
Incline Village General Improvement District
Kingsbury General Improvement District
North Tahoe Public Utility District
Placer County Service Area 21, Northstar
Round Hill General Improvement District
South Tahoe Public Utility District
Squaw Valley County Water District
Tahoe City Public Utility District
Tahoe Douglas Sewer District
Tahoe-Truckee Sanitation Agency
Truckee Sanitary District
Nevada Attorney General's Office

RE: Agreement for Mutual Emergency Aid

Enclosed is a signed copy of the Tahoe - Truckee Area Agreement for Mutual Emergency Aid. All thirteen entities have executed the Agreement for 100% participation. In addition, the Nevada Attorney General's Office has approved the Agreement.

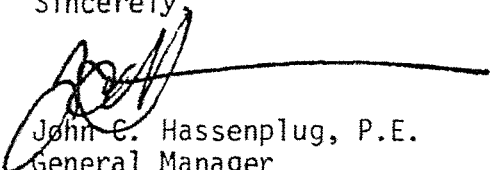
The execution of this agreement is a significant event because it represents an increased spirit of cooperation between our Districts, and also most importantly, it represents an opportunity for each District to provide better service to our customers at the time of an emergency at a lower cost.

Please, for our records, send a copy of the resolution, or minute order approving the signing of the Agreement.

This agreement is intended to be ongoing, and it should continue to be utilized as it has already.

On behalf of the North Tahoe Public Utility District and myself, thank you for your participation.

Sincerely,


John C. Hassenplug, P.E.
General Manager

JCH:kr

AGREEMENT FOR MUTUAL EMERGENCY AID

This Agreement is made and entered into on the dates set forth below by and between the public agencies set forth below.

WHEREAS, the agencies party to this Agreement maintain and operate sewage and/or water collection, transportation and treatment facilities in the Lake Tahoe-Truckee areas; and

WHEREAS, the parties hereto have heretofore engaged in an informal policy of mutual cooperation wherein the resources of each were available to the other on an as-available basis for the purposes of minimizing environmental damage due to leakage from or destruction of such facilities and of promoting public health; and

WHEREAS, it is the desire of the parties hereto to execute a mutual aid agreement wherein the policy of mutual cooperation is formalized and expanded to meet projected needs of the parties.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. To furnish to each other personnel trained in the emergency and operation and/or repair of sewage and/or water collection, transportation and treatment facilities, together with equipment, materials and supplies required for such operation and/or repair as may be necessary during emergency conditions.

2. To provide such emergency aid within the ability of the agencies party to this Agreement, provided, however, that no party shall be required to deplete its own resources, personnel, services or facilities to the detriment of its normal responsibilities or the detriment of anticipated needs. No agency shall incur any liability or be found at fault for failure to furnish personnel, equipment, materials or supplies when such are available. In addition, each agency shall have the right, at the sole discretion of said agency, to order any personnel, equipment, materials or supplies furnished to another agency be returned to the furnishing agency, without any liability for said order.

3. That no response to an emergency aid request provided for in this Agreement will be made by any party hereto unless such request is received through established communication channels and made by a previously designated responsible official of the agency requesting such aid. The Manager of each agency shall be deemed a responsible official and shall have the authority to designate alternate responsible officials to other agencies. No such designation shall be effective until received, in writing, by other agencies.

4. That any emergency aid extended under this Agreement is extended with the express understanding that the responsible local official (in whose jurisdiction and incident requiring emergency aid has occurred) shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this Emergency Aid Agreement. Any agency providing personnel or equipment may require that equipment be furnished with operators or that supervisory or safety personnel be furnished with the personnel and/or equipment.

5. That at the sole discretion of the agency supplying aid, the benefiting agency shall pay each agency supplying aid monthly, on receipt of invoice, costs for the equipment, personnel, materials and supplies furnished. These costs shall be computed in accordance with the schedule of rates shown in Exhibit "A" attached hereto and incorporated herein by this reference.

6. That the benefited agency will indemnify and hold harmless each supplying agency against all liability and claims for damages, personal injury and death arising out of the use of vehicles, equipment or other property, or personnel of the supplying agency by the benefited agency, except where vehicles, equipment or other property, or personnel remain within the control of the supplying agency, in which case the supplying agency will indemnify and hold harmless the benefited agency against all such liability and claims.

That each agency shall maintain coverage for liability, property damage, and worker's compensation for industrial injury or illness through insurance or self-insurance, including coverage for its equipment and employees when used by other agencies under this Agreement. Any agency party to this Agreement shall have the right to evidence of such coverage upon request.

7. That this Agreement shall not operate to merge any of the parties hereto, to subject any of the parties hereto to the jurisdiction of any regulatory agency not having jurisdiction in the absence of this Agreement, or to require that any party hereto cooperate with or report to any agency not a party to this Agreement.

8. That this Agreement shall become effective as to each party upon execution by said party and shall remain in full force and effect as to each party until terminated by said party. Any party hereto may terminate its rights and obligations under this Agreement by giving all other parties thirty (30) days prior written notice, however such termination shall not affect the rights and obligations of the remaining parties hereto or any rights and obligations of the withdrawing party occurring prior to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the days and years set forth below.

ALPINE SPRINGS COUNTY WATER DISTRICT

Date: 8/6/02 By: John M. [Signature]

Attest: [Signature]

DOUGLAS COUNTY SEWER IMPROVEMENT DIST. NO. 1

Date: 8/16/83 By: Jane B. [Signature]

Attest: Ralph [Signature]

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Date: 8-11-83 By: Jane [Signature]

Attest: Robert C. [Signature]

KINGSBURY GENERAL IMPROVEMENT DISTRICT

Date: 8-16-83 By: [Signature]

Attest: William [Signature]

NORTH TAHOE PUBLIC UTILITY DISTRICT

Date: 7-6-82 By: [Signature]

Attest: [Signature]

PLACER COUNTY SERVICE AREA 21, NORTHSTAR

Date: 8-9-83

By: Robert P. Mahan

Attest:

Christine Sharp

ROUND HILL GENERAL IMPROVEMENT DISTRICT

Date: 18 AUG 83

By: Donald W Kelly

Attest:

William Langh

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Date: 8-18-83

By: Gene Jones

Attest:

Mary D. Ambrose

SQUAW VALLEY COUNTY WATER DISTRICT

Date: 7-30-82

By: Jane L. Harrison

Attest:

Carla A. Jackson, Secretary

TAHOE CITY PUBLIC UTILITY DISTRICT

Date: 9/2/82

By: Winston Kelley

Attest:

Sharon Wickstrom

TAHOE DOUGLAS SEWER DISTRICT

Date: 8/19/83

By: D. L. [Signature]

Attest:

Gene S. Sauer

TAHOE - TRUCKEE SANITATION AGENCY

Date: 8/10/83

By: Albert J. Burghardt

Attest:

Patty Kenner

TRUCKEE SANITARY DISTRICT

Date: 8-2-83

By: Ron Owen

Attest:

Jack Marguette

APPROVED:

BRIAN MC KAY
ATTORNEY GENERAL
State of Nevada

Dated: 9-29-83

by: W. W. Doyle

EXHIBIT "A"

Equipment Rate Schedule

Dump Truck	\$15/hr - \$75/day
Vactor Jet Rodder	\$75/hr - w/two operators
Backhoe	\$30/hr - w/two operators
Construction Truck, Flatbed	\$15/hr - \$75/day
Hydraulic Flusher	\$40/hr - w/two operators
T V System	\$50/hr - w/three operators
T V & Grouting System	\$60/hr - w/three operators
Compressor Truck w/Tools	\$20/hr - \$100/day
Rodding Truck	\$25/hr - w/operator
10" Pump w/Trailer w/Hoses	\$20/hr - \$100/day
6" Pump w/Trailer w/Hoses	\$15/hr - \$75/day
3" Diaphragm Pump w/Hoses	\$12/hr - \$60/day
2" Centrifical Pump w/Hoses	\$7/hr - \$35/day
Generator w/Trailer	\$15/hr - \$75/day
Compactor Wacker	\$10/hr - \$50/day
Compactor, Plate Vibrating	\$10/hr - \$50/day
Pipe Locator, Goldak TR-4	\$5/hr - \$25/day
Pipe Locator, Goldak Ferret	\$10/hr - \$50/day
Metal Locator, Goldak 720	\$3/hr - \$15/day
Leak Detector, Goldak 777	\$10/hr - \$50/day
Concrete Mixer	\$5/hr - \$30/day
Pipe Saw, Homelite	\$4/hr - \$25/day plus blade
Welder, Marquett w/leads	\$10/hr - \$50/day
Pneumatic Drill w/attachments	\$5/hr - \$30/day
Steam Cleaner	\$8/hr - \$40/day
Sand Blaster	\$5/hr - \$30/day plus sand
Recorder, Pressure (Bristol)	\$4/hr - \$20/day
Water Meter Test Kit Hersey	\$4/hr - \$20/day
Rodder, Gasoline Portable	\$5/hr - w/operator
Wet Tap Machine, Mueller	\$5/hr - \$30/day
Pickup Truck 2 WD	\$5/hr - \$30/day
Pickup Truck 4 WD	\$6/hr - \$40/day
Electrical SV Truck 4 WD	\$7/hr - \$50/day

All labor will be billed at actual rate paid plus 25% for benefits

All expendable materials will be billed at cost.

TAHOE TRUCKEE AREA AGREEMENT FOR MUTUAL EMERGENCY AID

This Agreement for Mutual Aid is to benefit the participating agencies in the event of natural disasters, emergencies, or other assistance that may be requested. The participating agencies have confirmed that a mutual aid agreement would be beneficial.

This Agreement is made and entered into on the dates set forth below, by and between the public agencies set forth below.

WHEREAS, the participating agencies party to this Agreement maintain and operate wastewater and/or water treatment and distribution, collection, transportation and/or treatment facilities in the Lake Tahoe-Truckee areas; and

WHEREAS, the participating agencies have engaged in an informal policy of mutual cooperation wherein the resources of each were available to the other on an as-available basis for the purposes of minimizing environmental damage due to leakage from or destruction of such facilities and of promoting public health; and

WHEREAS, it is the desire of the participating agencies to execute a mutual aid agreement wherein the policy of mutual cooperation is formalized and expanded to meet projected needs of the participating agencies; and

WHEREAS, by becoming a participating agency under the terms of this Agreement, the governing body or board of the participating agency will be deemed to have read and agreed to be bound by the terms of this Agreement.

NOW, THEREFORE, the participating agencies hereto mutually agree as follows:

1. To furnish to each other personnel trained in the emergency operation and/or repair of wastewater and/or water treatment, distribution, collection, and/or transportation facilities, together with equipment, materials and supplies required for such operation and/or repair as may be necessary during emergency conditions, on and subject to the terms and conditions of this Agreement.
2. To provide such emergency aid within the ability of the participating agencies to this Agreement, provided, however, that no participating agency shall be required to deplete its own resources, personnel, services or facilities to the detriment of its normal responsibilities or the detriment of anticipated needs. No agency shall incur any liability or be found at fault for failure to furnish personnel, equipment, materials or supplies when such are available. In addition, each agency shall have the right, at the sole discretion of said agency, to order any personnel, equipment, materials or supplies furnished to another agency be returned to the furnishing agency, without any liability for said order.

3. That no response to an emergency aid request provided for in this Agreement will be made by any participating agency hereto unless such request is received through established communication channels and made by a previously designated responsible official of the agency requesting such aid. The Manager of each participating agency shall be deemed a responsible official and shall have the authority to designate alternate responsible officials to other participating agencies. No such designation shall be effective until received, in writing, by the other participating agencies.
4. The personnel and equipment furnished by a participating agency (the "Assisting Agency") shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Agency. In instances where only equipment, materials or supplies are provided by the Assisting Agency, the ownership of said equipment, materials or supplies shall remain with the Assisting Agency and said equipment, materials or supplies shall be returned to the Assisting Agency immediately upon request (unless to the extent that the materials or supplies are perishables and they have been used or exhausted in the emergency response). Representatives of the participating agency receiving assistance from the Assisting Agency (the "Requesting Agency") shall suggest work assignments and schedules for the personnel of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Agency in conjunction with the Incident Command or the Requesting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records, a log of equipment hours, be responsible for the operation and maintenance of the equipment, materials or supplies furnished by the Assisting Agency, and report work progress to the Requesting Agency.
5. Unless specifically instructed otherwise, the Requesting Agency shall have the responsibility of providing food and housing for the personnel of the Assisting Agency from the time of their arrival at the designated location to the time of their departure. However, Assisting Agency personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Agency may specify only self-sufficient personnel and resources in its request for assistance.
6. Should it be necessary to recover costs or in order to be reimbursed from outside sources, at the sole discretion and request of the Assisting Agency, the Requesting Agency shall pay the Assisting Agency monthly, on receipt of invoice, costs for the equipment, personnel, materials and supplies furnished. Equipment costs shall be reasonable and subject to each participating agency's established rates. If a participating agency does not have established rates, either actual cost or the most current Schedule of Equipment Rates set by the Federal Emergency Management Agency (FEMA) shall apply. Some

participating agencies may require operators to accompany their equipment and therefore the rate may include operator labor costs. All labor will be billed at actual rate paid plus benefits. All expendable materials and supplies will be billed at cost.

7. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by mutual agreement. If dispute cannot be settled by mutual agreement, then dispute shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration is binding and final.
8. The Assisting Agency and its workers' compensation insurer or self-insurer will be liable for any workers' compensation benefits payable on account of an injury or illness to an Assisting Agency employee occurring in the course of providing personnel assistance under this Agreement. The Assisting Agency and its property damage insurer or self-insurer will be liable for any damage to or destruction of any Assisting Agency equipment, material or supplies occurring in the course of furnishing the equipment, material or supplies under this Agreement. The Requesting Agency shall indemnify, defend, protect and hold harmless the Assisting Agency, and its officers, employees, and agents, from and against any Requesting Agency or third party liability, loss, claim, damage, expense, demand, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the Assisting Agency's assistance provided under this Agreement, except when caused by the sole negligence or willful misconduct of the Assisting Agency or as otherwise provided or limited by law.
9. That each agency shall maintain coverage for liability, property damage, and worker's compensation for industrial injury or illness through insurance or self-insurance, including coverage for its equipment and employees when used by other agencies under this Agreement. Any participating agency to this Agreement shall have the right to evidence of such coverage upon request.
10. That this Agreement shall not operate to merge any of the participating agencies hereto, to subject any of the participating agencies hereto to the jurisdiction of any regulatory agency not having jurisdiction in the absence of this Agreement, or to require that any participating agency cooperate with or report to any agency not a party to this Agreement.
11. That this Agreement shall become effective as to each participating agency upon execution by that agency and shall remain in full force and effect as to each participating agency until a participating agency terminates its participation in the Agreement. Any participating agency may terminate its rights and obligations under this Agreement by giving all other participating agencies thirty (30) days prior written notice, however such termination shall not affect the rights and

obligations of the remaining participating agencies hereto or any rights and obligations of the withdrawing participating agency occurring prior to the effective date of termination.

IN WITNESS WHEREOF, the participating agencies hereto have caused this Agreement to be executed as of the days and years set forth below.

ALPINE SPRINGS COUNTY WATER DISTRICT

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

EDGEWOOD WATER COMPANY

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

DOUGLAS COUNTY LAKE TAHOE SEWER AUTHORITY

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

GLENBROOK WATER COOPERATIVE

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

DOUGLAS COUNTY UTILITIES

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

**KINGSBURY GENERAL
IMPROVEMENT DISTRICT**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

**OLYMPIC VALLEY PUBLIC SERVICE
DISTRICT**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

LAKESIDE PARK ASSOCIATION

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

**ROUND HILL GENERAL
IMPROVEMENT DISTRICT**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

**NORTH TAHOE PUBLIC UTILITY
DISTRICT**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

**SIERRA LAKES COUNTY WATER
DISTRICT**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

**NORTHSTAR COMMUNITY
SERVICES DISTRICT
Placer County Service Area No. 21,
Northstar**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

**SOUTH TAHOE PUBLIC UTILITY
DISTRICT**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

TAHOE CITY PUBLIC UTILITY DISTRICT

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

TRUCKEE SANITARY DISTRICT

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

TAHOE DOUGLAS SEWER DISTRICT

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

TAHOE - TRUCKEE SANITATION AGENCY

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date