Appendix 2-4

Intergovernmental Agreement with City of Tumwater. Mutual Aid Agreement between the Cities of Tumwater and Olympia for the Use of Emergency Water System Interties (2001)
APPENDIX C
Intertie Agreement Between the Cities of Tumwater and Olympia
This Mutual Aid Agreement is made and entered into this 14th day of August, 2001 by and between the City of Tumwater, a municipal corporation of the State of Washington, hereinafter referred to as "Tumwater," and the City of Olympia, a municipal corporation of the State of Washington, hereinafter referred to as "Olympia," collectively hereinafter referred to as the "Agencies."”

WHEREAS, the purpose of the pre-emergency agreement between the Agencies is to provide for immediate assistance and coordinated interconnection of the respective potable water system of each city with the other to protect life and property; and

WHEREAS, this Agreement is authorized under RCW 38.52 Emergency Management, which is activated only in the event of a proclamation of an emergency by the local government approving authority; and

WHEREAS, the signatory city asking for assistance shall herein be referred to as the "Requesting Agency," and

WHEREAS, the signatory city agreeing to assist another signatory city asking for assistance shall herein be referred to as the "Responding Agency," and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutually beneficial services; and

WHEREAS, this Agreement is consistent with the State of Washington Emergency Plan and Program;

NOW, THEREFORE, it is hereby mutually agreed by each and all the parties signatory to this Agreement as follows:

1. Each signatory to this Agreement agrees in a proclaimed emergency, as defined by RCW 38.52.010, to provide potable water service to the Requesting Agency for use in fire fighting, drinking water, and personal hygiene.

2. The aforementioned potable water service shall be supplied through emergency water system interties located at the intersection of Capitol Boulevard and Carlyon Avenue (Exhibit "A"), and/or the intersection of the State Route 101 Overpass and Crosby Boulevard (Exhibit "B").
11. This Mutual Aid Agreement shall be effective immediately upon signature by both parties and shall remain in effect indefinitely, unless terminated by either:

   A. Unilateral written notice by one party to the other that it intends to withdraw from this Agreement, in which case the termination will be effective one (1) year from the request date, unless otherwise agreed to in writing by both parties, or

   B. Written agreement signed by both parties, in which case the termination shall be effective immediately upon signature by both parties, unless another termination date, mutually agreed to by both parties, is specified.

IN WITNESS WHEREOF the parties hereunto set their hands the day and date first above written.

CITY OF TUMWATER

By: [Signature]
   City Administrator

CITY OF OLYMPIA

By: [Signature]
   City Manager

ATTEST:

By: [Signature]
   City Clerk

By: [Signature]
   City Clerk

APPROVED AS TO FORM:

By: [Signature]
   City Attorney

By: [Signature]
   City Attorney
Exhibit "B"
Mutual Aid Agreement between the Cities of Tumwater and Olympia for the Use of Emergency Water System Interties