

**RESOLUTION 2021-O**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL AID  
AGREEMENT WITH ELMHURST MUTUAL LIGHT COMPANY**

**WHEREAS**, Elmhurst Mutual Light Company is a local provider of Electric Services and members of the Pierce County Cooperative Power Association and International Brotherhood of Electrical Workers along with the Town of Eatonville; and

**WHEREAS**, the Town of Eatonville, has a desire to enter into a Mutual Aid agreement for assistance during localized power outages and emergency situations. The Town of Eatonville will offer services to Elmhurst as well if needed; and

**WHEREAS**, the Mutual Aid Agreement with Elmhurst Mutual Light will also provide for additional training opportunities for the Town of Eatonville's apprentice program; and

**WHEREAS**, costs for the Mutual Aid will be reasonable and customary rates; and

**WHEREAS**, the Public Utilities Committee discussed the need for mutual aid agreements with local entities and recommends approval of the attached mutual aid agreement; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Mayor is authorized to execute on behalf of the Town the mutual aid agreement, attached hereto as Exhibit A.

**PASSED** by the Town Council of the Town of Eatonville and attested by the Town Clerk in authentication of such passage this 10<sup>th</sup> day of May, 2021.

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Mike Schaub, Mayor

ATTEST:

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Miranda Doll, Town Clerk

## MUTUAL AID AGREEMENT

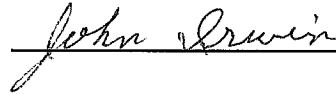
In consideration of the mutual commitments given herein, each of the Signatories, \_\_\_\_\_ and Elmhurst Mutual Power and Light Company, agrees to render aid to the other Signatory as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d.) Meals, lodging and other related expenses. Charges for meals, lodging, and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Services Warranty. In the performance of services under this Agreement, the Aiding Signatory shall exercise the degree of skill and care customary in the utility industry for the services rendered.
- 7.) Insurance. The Aiding Signatory and the Requesting Signatory each maintain their own insurance.
- 8.) Mutual Indemnification. Each Signatory to this Agreement agrees to mutually indemnify the other Signatory to this Agreement for any and all obligations, claims, liabilities, and losses suffered by that Signatory as result of: (i) the negligence or intentional conduct of the other Signatory; or (ii) the breach of the Signatory of any duty or obligation under this Agreement.
- 9.) Termination of this Agreement. This Agreement shall be on-going, without a specific termination date. Provided, however, either Signatory may terminate this Agreement at any time by providing written notice to the other Signatory at any business address used by said Signatory.

10.) Governing Law and Venue. This Agreement will be governed by Washington law, without regard to conflict of laws principles. The venue of any dispute, claim, litigation, etc. arising out of, or relating to, this Agreement shall be a court of competent jurisdiction located in Pierce County, Washington.

11.) Execution. Each Signatory hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. By signing below, each person represents and warrants that he/she has the power to bind the respective Signatory for whom they are executing this Agreement.

John Irwin, President  
Elmhurst Mutual Power & Light Company

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

Date: 11-12-2020\_\_\_\_\_