

MUTUAL AID AGREEMENT

THIS AGREEMENT is executed in duplicate to be effective as of the 12th day of April, 1974, by and between the Town of Lake Stevens, hereinafter called the "Town," and Lake Stevens Sewer District, hereinafter called the "District," for the purposes herein mentioned.

WITNESSETH:

WHEREAS, it may be desirable and convenient from time to time for the Town to aid the District or for the District to aid the Town in the inspection and maintenance of their respective sewer pump stations during times of physical emergencies, or of vacations or the illness of employees of either party; and

WHEREAS, at such times each party is willing, if reasonably convenient and possible, to provide the other with such inspection and maintenance service in anticipation of approximately equal amounts of such service being required by each party; and

WHEREAS, a mutual aid agreement establishing appropriate procedures for the exchange of such service will benefit the citizens of the Town and of the District,

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the terms and conditions hereinafter set forth, it is hereby agreed as follows:

1. During times of physical emergencies, or of vacations or the illness of employees of either party to this agreement, the other party, upon receiving a request for aid to be given as far in advance as reasonably practicable, shall furnish inspection or maintenance services for the sewer pump stations of the requesting party to be performed by the holder of a Class IV operator's license; provided that the furnishing of such services

does not interfere with the operation and maintenance of its own facilities.

2. Neither party nor the employees of either of them shall be liable to the other party, or to any third party, for damages arising from failure to perform the services contemplated by this agreement or from the manner in which such services are performed.

3. Each party shall maintain a contemporaneous written record or log of all services it furnishes to the other pursuant to this agreement and provide the other with a statement at the end of each month in which services are rendered setting forth the nature of such services, when and by whom they were performed, and the amount of time consumed. Unless written notice of exception is given by a party within 10 days of receiving such a statement it shall be deemed to be correct.

4. Upon the termination of this agreement, if there is then a difference in the amount of service time that each party has been furnished, the party having received the greater amount of service time shall promptly pay the other party a sum to be determined by multiplying the difference between the hours of service it has received from the other and the hours of service it has furnished to the other by \$ 5.00 PER HR.

5. All notices and statements provided for in this agreement shall be sent by United States Mail, postage prepaid, and addressed respectively as follows:

Lake Stevens Sewer District
Frontier Village
Lake Stevens, Washington 98258

Town of Lake Stevens
Town Hall
Lake Stevens, Washington 98258

Attn: Ed Day

Attn: Don Carter

All requests for aid shall, if time permits, be submitted in writing in the same manner as notices and statements. In the event of physical emergency or sudden illness, requests may be

made by telephoning the following persons representing the respective parties at the indicated numbers:

<u>District</u>		<u>Town</u>
Ed Day: (bus.) _____	or	Don Carter: (bus.) _____
(home) _____		(home) _____
J. H. Hawkins: _____		Bill Cornish: <u>B 334-3868</u>

6. This agreement shall be for a term of one year from the date first above written unless sooner terminated in the sole discretion of either party upon 15 days written notice to the other of its intention to do so.

TOWN OF LAKE STEVENS

Date: 3-12-74

By Bill Cornish
BILL CORNISH, Mayor

LAKE STEVENS SEWER DISTRICT

Date: 3/13/74

By J. H. Hawkins
President and Commissioner
By Albert W. Kenneth
Secretary and Commissioner