



KS MAP

Kansas Water, Wastewater, Gas & Electric Agency Response Network

Mutual Aid Agreement

Please complete & mail to:

KANSAS WARN

c/o Jim Jackson

706 Waterway Drive

Seneca, Kansas 66538

KANSAS MUTUAL AID PROGRAM AGREEMENT (KSMAP)

ARTICLE I. PURPOSE

This Kansas Mutual Aid Program Agreement (Agreement) is established to provide a method whereby publicly-owned and operated utilities sustaining physical damage from natural or manmade disasters in the state of Kansas can obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary to protect the health and welfare of the utilities' customers.

ARTICLE II. CREATION OF KANSAS MUTUAL AID PROGRAM

The Kansas Mutual Aid Program (KS-MAP) is created in recognition that emergencies may require assistance in the form of personnel, equipment, materials and other associated services from outside the area of impact, the signatory utilities hereby establish an intrastate program for mutual aid and assistance. Through the Kansas Mutual Aid Program, members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the intrastate mutual aid program.

By signing this Agreement, each utility acknowledges the mutual benefit, which is received by that utility and, in turn, made available by that utility to other similarly situated utilities. KS-MAP is administered for the purpose of providing emergency and other assistance in coordination with other utilities entering into such agreements, as more fully described herein.

ARTICLE III. DEFINITIONS

- A. AGREEMENT - The Kansas Mutual Aid Program (KS-MAP) Agreement, which is entered into by and between all participating utilities.
- B. PARTICIPATING UTILITY. Any publicly-owned and operated utility which executes this mutual aid Agreement.

- C. DAMAGED UTILITY - A participating utility which sustains physical damage to its system due to a natural or manmade disaster and seeks assistance pursuant to this agreement.
- D. ASSISTING UTILITY - Any participating utility which agrees to provide assistance to a Damaged Utility pursuant to this agreement.
- E. AUTHORIZED REPRESENTATIVE - An employee or representative of a Participating Utility authorized by that utility's governing board or to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)
- F. COORDINATING ENTITY(IES) - The organizations authorized to assist in the coordination of assistance to the Damaged Utility and shall mean Kansas Municipal Utilities (KMU) and/or the Kansas Rural Water Association (KRWA).
- G. PERIOD OF ASSISTANCE - The period of time beginning with the departure of any personnel or equipment of the Coordinating Entity or an Assisting Utility from any point for the purpose of traveling to a Damaged Utility in order to provide assistance, or to a staging area in preparation for providing assistance, and ending upon the return of all personnel or equipment of the Coordinating Entity or the Assisting Utility, after providing the assistance requested, to the applicable residence or place of Work, whichever is first to occur.
- H. PERSONNEL OR EQUIPMENT - The personnel or equipment, and any other materials or other associated services necessary to protect the health and welfare of utility customers, belonging to a Coordinating Entity or Assisting Utility or sponsored by a Coordinating Entity or an Assisting Utility through the mutual aid program or any other mutual aid agreement with any third party or parties.

- I. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Coordinating Entity or an Assisting Utility are being used by or for the benefit of a Damaged Utility to provide assistance.
- J. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- K. FEMA – The Federal Emergency Management Agency, or its agents, successors, or assigns.
- L. KANSAS DIVISION OF EMERGENCY MANAGEMENT – The primary state agency, its agents, successors, or assigns which provides a comprehensive, risk-based emergency management program of mitigation, preparedness, response and recovery. The Division works directly with FEMA.

ARTICLE IV. RESPONSIBILITIES OF COORDINATING ENTITIES AND PARTICIPATING UTILITIES

- A. The Coordinating Entity shall be responsible for management of KS-MAP, including oversight and coordination of assistance to any Damaged Utility. In the discharge of this responsibility, the Coordinating Entity shall:
 - 1. Compile and update as necessary a list of personnel employed by or under contract with the coordinating entities and employed by or under contract with all Participating Utilities executing KS-MAP agreements which are available for providing assistance to any Damaged Utility.
 - 2. Compile and update as necessary an inventory of equipment and materials maintained by the Coordinating Entities and by all Participating Utilities executing KS-MAP agreements which are available for providing assistance to any Damaged Utility.

3. Determine whether assistance is to be made available to any Damaged Utility, including prioritizing assistance among two or more Damaged Utilities, and the specific terms and conditions under which such assistance is to be provided.
 4. Coordinate, direct and maintain oversight of all utility assistance.
 5. Coordinate and maintain oversight of all applications for reimbursement of costs incurred by the Coordinating Entity and any Assisting Utility in providing assistance, if appropriate.
- B. The Participating Utility shall comply with the terms of this Agreement as requested by the Coordinating Entity. Specifically, the Participating Utility shall:
1. Compile and update as necessary a list of all personnel employed by or under contract with the Participating Utility who are available at the request and under the direction of the Coordinating Entity for providing assistance to any Damaged Utility, including the qualifications, training, licenses and expertise maintained by each person identified by the Participating Utility.
 2. Compile and update as necessary an inventory of equipment and materials maintained by the Participating Utility that are available at the request and under the direction of the Coordinating Entity for providing assistance to any Damaged Utility, including the design specifications, operating requirements and condition of all such equipment and materials identified by the Utility.
 3. Compile and update as necessary an inventory of utility facilities owned and operated by the Participating Utility should such facilities be damaged and require assistance from an Assisting Utility.
 4. Comply with the Coordinating Entity's direction and oversight in providing assistance to any Damaged Utility when the Coordinating Entity determines that such assistance is appropriate.

5. Provide complete and accurate documentation as requested by the Coordinating Entity, including but not limited to completion of forms identifying specific equipment, materials and personnel deployed by the Utility, the time of use, and the specific purpose of use

ARTICLE V. PROCEDURE

In the event that a Participating Utility becomes a Damaged Utility, the following procedure shall be followed to the extent practicable under the circumstances:

- A. An Authorized Representative of the Damaged Utility shall contact an Authorized Representative of the Coordinating Entity and provide the following information to the extent known:
 1. A general description of the damage sustained;
 2. The identity and location of the utility system or systems for which assistance is needed;
 3. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 4. The present weather conditions and the forecast for the next twenty-four (24) hours;
 5. A specific time and place for a representative of the Damaged Utility to meet the personnel from the Coordinating Entity and/or Assisting Utility.
 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security and communications; and
 7. Other information requested by the Coordinating Entity.
- B. When contacted by the Damaged Utility, the Authorized Representative of a Coordinating Entity shall assess the circumstance, including the availability of personnel, equipment and materials, to determine whether it is

appropriate to provide the assistance. Neither the Coordinating Entity nor any Participating Utility shall be under any obligation to provide assistance to the Utility or any Damaged Utility. If the coordinating entity determines that the KS-MAP program is able and willing to provide assistance, the Coordinating Entity shall so notify the Authorized Representative of the Damaged Utility and provide the Damaged Utility with the specifics of the assistance.

- C. The personnel and equipment of the Coordinating Entity or any Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Coordinating Entity, or an Assisting Utility, as appropriate and as directed by the Coordinating Entity. Any equipment or materials made available to a Damaged Utility shall be maintained by the Damaged Utility strictly as directed by the Coordinating Entity, including the location at which the equipment is used and the service of the equipment during use. The ownership of any equipment shall remain with the Coordinating Entity or the Assisting Utility and said equipment shall be returned to the Coordinating Entity or the Assisting Utility immediately upon request or as otherwise directed by Coordinating Entity. Representatives of the Damaged Utility may suggest work assignments and schedules for the personnel of the Coordinating Entity or any Assisting Utility; however, the designated supervisory personnel of the Coordinating Entity, or the Assisting Utility, shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Coordinating Entity or any Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Coordinating Entity or any Assisting Utility, and report Work progress to the Damaged Utility.

D. The Damaged Utility shall have the responsibility of providing daily communications between the personnel of the Coordinating Entity and any Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- A. PERSONNEL - During the Period of Assistance, the Coordinating Entity and the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations, including overtime. The Damaged Utility shall reimburse the Coordinating Entity and the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance.
- B. EQUIPMENT - The Coordinating Entity and the Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs. Reimbursement for the loss of or damage to any equipment shall be the replacement cost of the equipment lost or damaged unless such damage is caused by negligence of the Assisting Utility's personnel. In the alternative, the Coordinating Entity or Assisting Utility may determine that the Damaged Utility will replace, with like kind and condition, the equipment lost or damaged.
- C. MATERIALS AND SUPPLIES - The Coordinating Entity and the Assisting Utility shall be reimbursed for all materials and supplies furnished by it and

used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the effected Coordinating Entity or Assisting Utility, the materials and supplies used or damaged.

D. PAYMENT - Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

ARTICLE VII. INDEMNIFICATION

Coordinating Entity and the Participating Utility shall each indemnify the other and hold the other harmless from any claims for any injury to personnel; damage to or loss of equipment or materials; any loss of revenue or value arising from any actions taken or not taken in the administration, management and oversight of the mutual aid program; or from any actions taken or not taken in providing assistance to any Damaged Utility, including claims by any third parties.

ARTICLE VIII. INSURANCE

The Coordinating Entity and the Participating Utility shall each bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that either Coordinating Entity or the Participating Utility or any Damaged or

Assisting Utility may enjoy. The Coordinating Entity and Participating Utility should maintain appropriate insurance for any equipment, which may be used in providing assistance to a Damaged Utility.

ARTICLE IX. OTHER UTILITIES

The Participating Utility acknowledges and agrees that other utilities not participating in the Agreement may request and receive assistance through the mutual aid program. The Participating Utility understands that such other utilities not a party to the Agreement will be accorded a lower priority for receiving assistance than those utilities signing the Agreement.

ARTICLE X. PERFORMANCE NOT OBLIGATORY

This Agreement is voluntary, and the responsibilities set forth under this Agreement expressly are not enforceable by either party against the other. This Agreement does not obligate the Coordinating Entity to provide any and all assistance that may be requested by a Participating Utility, nor is the Participating Utility obligated to provide any or all assistance when requested.

ARTICLE XI. EXCLUSIVITY

This Agreement is not exclusive and does not preclude or limit either the Coordinating Entities or the Participating Utility from executing other mutual aid agreements, whether under this program or otherwise, provided any such other mutual aid agreement should not be inconsistent with the parties' respective responsibilities under this Agreement. In the event the Utility executes any other mutual aid agreement for its utilities, the Participating Utility shall provide a copy of it to the Coordinating Entities.

ARTICLE XII. TERMINATION OF AGREEMENT

This agreement may be terminated by either the Coordinating Entities or the Participating Utility by written notice to the other party at the sole option of either the Coordinating Entity or the Participating Utility.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, authorized representatives of the Coordinating Entities or Participating Utility duly execute this Kansas Mutual Aid Program Agreement. This Agreement is effective upon execution by each authorized representative.

(Name of Utility)

(Name of Authorized Representative)

(Signature)

(Date)

Kansas Municipal Utilities

(Signature)

(Date)

Kansas Rural Water Association

(Signature)

(Date)