



## Utility Committee Meeting

### AGENDA

August 2, 2011

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#### I. CALL TO ORDER

#### II. MATTERS BEFORE COMMITTEE

1. [Discussion / Approval - Natural Gas Main Extension - Snows Mill / Jim Daws](#)
2. [Discussion / Approval - Electric Cities Emergency Assistance Agreement](#)

#### III. ADJOURN



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**Item:**

Discussion / Approval - Natural Gas Main Extension - Snows Mill / Jim Daws

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

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**Item:**

Discussion / Approval - Electric Cities Emergency Assistance Agreement

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 [Emergency Assistance Agreement with Electric Cities](#)

## **AGREEMENT FOR EMERGENCY ASSISTANCE**

**WITNESS THIS AGREEMENT**, to be made effective the day of October 10, 2000, by and between the City of the State of Georgia which has executed this Agreement as the party signatory hereto (herein the "City") for the benefit of each municipality who shall have also executed and delivered to Electric Cities of Georgia (herein "Electric Cities") an identical Agreement for Emergency Assistance, and who shall not have terminated such Agreement, at the time emergency assistance is requested (herein referred to singularly as a "Beneficiary" or collectively as the "Beneficiaries").

**WHEREAS**, the City and the Beneficiaries are authorized under the laws of the State of Georgia to enter into Agreements with each other to provide mutual aid and assistance in restoring essential services in the event of natural disasters or other emergencies; and

**WHEREAS**, the mutual aid agreements may include provisions for furnishing personnel, equipment, apparatus, supplies and materials; and

**WHEREAS**, the City is willing to provide personnel, equipment, apparatus, supplies and materials to the Beneficiaries under the terms and provisions hereinafter provided.

**NOW, THEREFORE**, in consideration of the Beneficiaries executing and delivering identical Agreements for Emergency Assistance, IT IS AGREED:

1. **Term.** The term of this Agreement shall commence upon the execution and delivery of this Agreement to Electric Cities by the City and shall continue until terminated by the City at any time by giving Electric Cities thirty (30) days prior written notice of its desire to so terminate this Agreement. Termination of this Agreement shall not affect the City's

indemnification obligations under Sections 4 and 5 hereof, or any other accrued liability or obligation hereunder, including, without limitation, the obligation of a Beneficiary to pay amounts due hereunder.

2.     **Emergency Assistance.**     In the event of a natural disaster or other emergency affecting a Beneficiary's electric system, the City, upon the request of said Beneficiary, shall furnish to said Beneficiary manpower, equipment, apparatus, supplies and materials from its electric department as required by said Beneficiary; provided, however, that the City shall not be required to imperil the operation of its electric system or other City services, and it shall be the sole and absolute judge of its ability and capacity to furnish manpower, equipment, apparatus, supplies and materials when requested; provided further, that nothing in this Agreement shall be construed to deprive the City of its discretion to decline to send its personnel, equipment, supplies, materials or apparatus in aid of a Beneficiary under any circumstances, whether or not obligated by contract to do so, and neither the City, nor any of its officers, agents, or employees may be held liable in any civil or criminal action for declining to send personnel, equipment, apparatus, supplies or materials to a Beneficiary under this Agreement.

3.     **Compensation for Emergency Assistance.**     A Beneficiary receiving assistance from the City pursuant to this Agreement shall compensate the City as follows:

a)     **Manpower.**     A Beneficiary shall pay the City for the use of its officers, agents and employees of the city supplying Emergency Assistance under this Agreement an amount equal to the sum of the following:

i)     for the first eight (8) hours per day, an amount equal to one and one-half times actual wages or salary, plus benefits paid to such officer, agent or

employee by the City an amount equal to two times actual wages or salary, plus benefits paid to such officer, agent or employee by the Municipality for each hour after the first eight hours per day or for each hour worked on the weekend or holidays that they are actively involved in providing emergency assistance pursuant to this Agreement, or other pay rates as may be mutually agreed to by City and the Beneficiary; and

- ii) all out-of-pocket costs and expenses of the City in furnishing said manpower, including without limitation, transportation expenses for travel to and from the disaster area.

Further, a Beneficiary receiving assistance under this Agreement in the form of manpower shall, if necessary, house and feed the personnel of the City actively involved in providing emergency assistance pursuant to this Agreement at its sole cost and expense.

- b) **Equipment and Apparatus.** A Beneficiary shall pay the City for the use of all equipment and apparatus furnished by the City in the provision of emergency assistance pursuant to this Agreement at a rate or rates mutually agreed upon by the City and said Beneficiary negotiating in good faith; provided, however, that such rate shall not significantly exceed the prevailing rental rate(s) for similar equipment and apparatus.
- c) **Materials and Supplies.** A Beneficiary shall pay to the City, for all supplies and materials provided by the City in rendering emergency assistance pursuant to this Agreement, the replacement cost of the supplies and materials so provided.



4. **Indemnification.** A Beneficiary receiving emergency assistance pursuant to this Agreement hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the City, and its officers, agents and employees from and against any and all loss, liabilities, claims, damages, fines, penalties, clean-up costs and other pollution-related damages, and all costs, fees (including attorneys' fees) and expenses related thereto, resulting or arising (directly or indirectly) out of, or in any way connected with the provision of emergency assistance to said Beneficiary hereunder, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of the City or its officers, agents or employees, except those resulting solely from the willful acts or omissions of the City or its officers, agents or employees.

5. **Participation of Electric Cities.** Electric Cities shall endeavor to notify the City and the Beneficiaries of those municipalities that have executed and delivered an Agreement for Emergency Assistance, and shall, from time to time, provide an updated list of municipalities that have executed identical Agreements for Emergency Assistance, and/or terminated their Agreement for Emergency Assistance. The City hereby acknowledges that Electric Cities shall not be responsible for the provision of emergency services hereunder or any liability hereunder and the City hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless Electric Cities and its officers, agents, and employees from and against any and all loss, liabilities, claims and damages, fines, penalties, clean-up costs and other pollution-related damages and all costs, fees (including attorneys' fees) and expenses related thereto, resulting or arising (directly or indirectly) out of or in any way connected with the provision of any such list, or update thereof, the provision of emergency assistance by the City hereunder, or this

Agreement, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of Electric Cities, or its officers, agents or employees.

6. **Personnel of the City.** Personnel furnished by the City pursuant to this Agreement shall be conclusively deemed, for all purposes, to remain officials and employees of the City and while providing aid hereunder, such personnel shall retain all rights, privileges, immunities and benefits, including without limitation, coverage under the applicable Workmen's Compensation Act, as they enjoy while performing their normal duties for the City.

7. **Counterparts.** Each of the Beneficiaries shall have executed and delivered to Electric Cities an identical Agreement for Emergency Assistance. During the term of this Agreement, the City shall be entitled to all the rights of a Beneficiary under such other Agreements for Emergency Assistance. The City shall also be subject to all the provisions of, and liable for all obligations incurred by it as a Beneficiary under, another Agreement for Emergency Assistance and the termination, hereof shall not affect any accrued obligation or liability of the City hereunder.


8. **Modification.** This Agreement shall not be amended, modified, or otherwise changed except when done so in writing and upon the prior written consent of all the Beneficiaries, who at that time have not terminated their Agreements for Emergency Assistance, or given notice of the termination thereof. However, the City hereby acknowledges that each of the Beneficiaries may also provide or receive emergency assistance under understandings or agreements other than an Agreement for Emergency Assistance without in any way affecting the validity of this Agreement and without the necessity of obtaining the assent of any other Beneficiary.




9. **Severability.** If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the City has executed and sealed this Agreement by the authority of its governing body duly given to be effective the day and year first above written.

**CITY OF MONROE  
WATER, LIGHT & GAS COMMISSION**

  
Mark S. Ennis, General Manager

**ATTEST:**

  
Deborah M. Kirk, Executive Assistant/Clerk

(SEAL)