

**West Virginia Rural Water Association
100 Young Street
Scott Depot, WV 25560
304-201-1689**

**Emergency
Commitment Form**



Response Support Group

This Commitment to participate Water Association (WVRWA) Group (ERSG) is made by

in the West Virginia Rural Emergency Response Support

_____ (WVRWA member). By executing this Commitment Letter, _____ (WVRWA member) manifests its intent to participate in a Regional Program as a Member of the WVRWA Emergency Response Support Group

I.

PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, there is established by WVRWA an Emergency Response Program, an Emergency Response Team, and an Emergency Response Support Group(ERSG). The intent of this Program is for Team members to provide and receive, as needed, mutual support during times of emergency. The purpose of the Emergency Response Support Group(ERSG) is to promote, advise, and assist with fund raisers specifically for emergency response. We also desire the (ERSG) on site presence during emergencies to help meet supply and technical needs.

II

DEFINITIONS

A. Emergency—A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a WVRWA Emergency Response Program Member.

B. Member— Any WVRWA public water or wastewater utility member that manifests intent to participate in the WVRWA Emergency Response Program by executing a Commitment letter.

C. Authorized Official— An employee of a Member that is authorized by the Member's governing board or management to request assistance or respond to assistance under this Commitment letter.

D. Requesting Member — A Member who requests assistance under the WVRWA Emergency Response Program.

E. Responding Member — A Member that responds to a request for assistance under the WVRWA Emergency Response Program.

F. Period of Assistance—A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the commitment letter apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS)—A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

Note on II.

Only the definition for emergency is noteworthy. This Commitment letter specifies a definition of an emergency that includes disasters that are “likely to be” beyond the control of the participating utility. The request for aid does NOT require a declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

III

ADMINISTRATION

The WVRWA Emergency Response Program shall be administered through the WVRWA Emergency Response Committee, operating under the supervision of WVRWA Board of Directors. The purpose of the Committee is to provide local coordination of the WVRWA Emergency Response Program before, during, and after an emergency. Each of the WVRWA regions shall have an Emergency Response Team available to operate within the home region of the sponsoring utility

IV

DISPUTES

Any controversy or claim arising out of, or relating to, this Commitment letter, including, but not limited to, alleged breach of the Commitment, shall be settled by mediation sponsored and conducted by WVRWA. Failing a mediated settlement, parties are free to file a complaint with the West Virginia Public Service Commission and/or a Court of competent jurisdiction.

V

REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member and WVRWA, and their respective officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from work performed by Responding Member and/or WVRWA before and during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies, faulty workmanship or other actual or alleged negligent acts, errors, or omissions by Responding Member and/or WVRWA personnel. The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X, and shall survive the earlier termination of the Commitment.

VI

SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who receive and provide assistance shall indemnify and hold harmless those Members whose involvement in the transaction or occurrence that is the subject of such claim, action, demand, or other proceeding is limited to execution of this Commitment Letter.

VII

WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits, as required by law, for each and every employee responding during the Period of Assistance. All worker's compensation claims arising during the Period of Assistance shall be made to/through, administered by, and paid by the Responding Member. The Requesting Member shall not reimburse the Responding Member (ERSG) for any costs, benefits, and expenses associated with worker's compensation and other claims that arise from or are related to providing assistance under this Commitment.

VIII

NOTICE

An (ERSG) Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members, shall provide prompt and timely notice to the WVRWA and Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

IX INSURANCE

Participating Members (ERSG) shall maintain a comprehensive general liability and commercial automobile insurance policies that include coverage for activities that it may undertake by virtue of membership in the WVRWA Emergency Response Program. The scope of the policies must include, at a minimum, state required limits and coverage for employee faulty workmanship and any other alleged or actual negligent or intentional acts causing harm.

X EFFECTIVE DATE

This Commitment letter shall be effective after the duly authorized representative of the water and/or wastewater utility executes this Commitment Letter and the WVRWA receives it. The WVRWA shall maintain and publish a list of all (ERSG) in the respective regions and throughout the state.

XI WITHDRAWAL

A Member may withdraw from this Commitment Letter by providing written notice of its intent to with-draw to the WVRWA Executive Director or Chairman of the WVRWA Emergency response committee. Withdrawal takes effect 30 days after the appropriate officials receive notice.

XII MODIFICATION

No provision of this Commitment may be modified, altered, or rescinded by individual parties to the Commitment letter. Modifications to this Commitment may be required due to programmatic operational changes to support the agreement. Modifications require a simple majority vote of the WVRWA Board of Directors. The Emergency Response Committee Chair must provide written notice to all Members of approved modifications to this Commitment letter. Approved modifications take effect 30 days after the date upon which notice is sent to the Members.

XIII PRIOR AGREEMENTS

This Commitment letter supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

XIV

PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Commitment Letter is for the sole benefit of the (ERSG) Members and no person or entity shall acquire as a third party beneficiary, whether intended or unintended, any rights arising under this Commitment Letter. Assignments of benefits and delegations of duties created by this Commitment Letter are prohibited.

Now, therefore, this _____ day of _____, 2007, in consideration of the covenants, obligations, rights and duties set forth herein, the duly authorized representative of _____, by signature below, pledges that _____ is and shall be a Member of the Intrastate WVRWA Emergency Response Support Group.

By:

Title:

Please Print Name: _____

Attest:

By:

Title:

Please Print Name: _____