

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/29/2009

Contract/Lease Control #: C09-1733-WS

Bid #: N/A

Contract/Lease Type: MUTUAL AID

Award To/Lessee: UNIVERSITY OF FLORIDA TREEO CENTER

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 6/16/2009 Cost: TBD, IF NEEDED

Expiration Date: INDEFINITE

Description of Contract/Lease: FLAWARN, WATER/WASTEWATER AGENCY RESPONSE NETWORK

Department Manager: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 651-7172

Monitor's FAX #: 651-7193

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

Cc: Finance Dept Contracts & Grants Division

# FlaWARN Partners

FlaWARN is made up of Water and Wastewater Utilities across Florida, assisted by regulatory and technical agencies. Currently, in addition to regional utilities, FlaWARN collaborates with:



Florida Department of Environmental Protection



Florida Rural Water Association



Florida Section American Water Works Association



Florida Division of Emergency Management



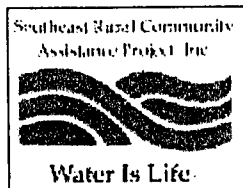
Florida Water Environment Association



Florida Water & Pollution Control Operators Association



SouthEast Desalting Association



Southeast Rural Community Assistance Project, Inc.

**UF TREEO Center**  
UNIVERSITY of FLORIDA

University of Florida Center for Training, Research and Education for Environmental Occupations

**ORIGINAL**

UNIVERSITY OF  
FLORIDA  
TREEO CENTER  
3900 SW 63 Boulevard  
Gainesville, Florida 32608-3800

CONTRACT # C09-1733-WS  
UNIVERSITY OF FL TREEO CENTER  
FLA WARN WATER/WASTEWATER AGENCY  
RESPONSE NETWORK  
EXPIRES: INDEFINITE

**FlaWARN** Florida's Water/Wastewater Agency Response Network

[www.FlaWARN.org](http://www.FlaWARN.org)



**UF/TREEO Center**  
3900 SW 63 Blvd  
Gainesville, FL 32608  
352/392-9570

**FlaWARN**  
**Florida's Water/Wastewater Emergency Response Network**

- ✦ FlaWARN is the formalized system of "utilities helping utilities" address mutual aid during emergency situations.
  - These incidents may be man-made or natural disasters.
  - The project's infrastructure consists of a secure web-based data bank of available resources and a practical mutual aid agreement.
- ✦ The goal of FlaWARN is to provide immediate relief for Participating Utilities during emergencies.
  - FlaWARN works by matching personnel with the necessary tools and equipment to both assess and assist the impacted water and wastewater system as quickly as possible until a permanent solution to the devastation may be implemented.
- ✦ FlaWARN was modeled after electric utility industry mutual aid emergency response networks.
  - Through executed Mutual Aid Agreements, it gives each Participating Utility access to and priority in the FlaWARN network queue to ask for or offer assistance.
  - Cost reimbursements are based on current FEMA standards and are administered between participating utilities.
  - Interstate reimbursements for the Katrina event were centrally handled through FlaWARN administrators at the TREEO Center in Gainesville. Through the strength of the State of Florida as interstate mediator, FlaWARN negotiated reimbursements for participating Member utilities in a timely manner.
- ✦ Since its inception, FlaWARN has been the model for all southeastern coastal states' WARNs.
  - This success has inspired the development of a new Southeastern Coastal States WARN network. It has also moved a variety of other emergency operations (such as firefighters) to develop a USWARN network that will incorporate and expand from water/wastewater utilities.
  - During "non-event" times FlaWARN supports local utilities in promoting the preparedness process, especially between hurricane seasons by exploring and implementing enhancements to the organization, mutual aid modalities, and their website, [www.FlaWARN.org](http://www.FlaWARN.org).

## MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

### ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

### ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608
- B. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.
- C. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/ wastewater 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 of a Participating Utility authorized by that utility's governing board 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. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after

providing the assistance requested, to their residence or place of Work, whichever is first to occur.

- G. 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.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

### ARTICLE III. PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
  - 1. a general description of the damage sustained;
  - 2. the part of the water/wastewater system 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 hours; and
  - 5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
  - 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
  2. the estimated length of time the personnel, equipment and materials will be available;
  3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
  4. the name of the person or persons to be designated as supervisory personnel; and
  5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the 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 Assisting Utility, and report Work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the 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 Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – 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.

- C. MATERIALS AND SUPPLIES – 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, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the 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 (45<sup>th</sup>) 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.
- E. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

#### ARTICLE V. INSURANCE

Each Participating Utility shall 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 a Participating Utility may enjoy.



ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

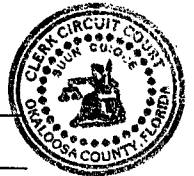
NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this 16th day of June, 20 09.

Water/Wastewater Utility Representative(s):

By: William J. Roberts, III  
Title: Chairman  
William J. Roberts, III  
Please Print Name



ATTEST:  
By: Gary J. Stanford  
Title: Finance Director  
Gary J. Stanford  
Please Print Name



Name of Participating Utility: Okaloosa County Water & Sewer System  
Please Print Name of Utility

**(Please note:** Attach a copy of your FlaWARN registration form to this document when you submit it. Thank you.)

## **What is FlaWARN?**

Florida's Water/Wastewater Agency Response Network (FlaWARN) is the formalized system of "utilities helping utilities" with mutual aid during emergency situations. The project's infrastructure consists of a secure web-based data bank of available resources and a practical mutual aid agreement designed to reduce bureaucratic red tape in times of emergency. The goal of FlaWARN is to provide immediate relief for member utilities during times of emergencies. The purpose is to get personnel with the necessary tools and equipment that can both assess and assist the impacted water and wastewater system as quickly as possible by whatever means necessary until such time that a permanent solution to the devastation may be implemented.

In responding to many natural disaster emergencies in 2005, FlaWARN demonstrated that a network of "utilities helping utilities" is the best method for responding to the immediate water and wastewater damage caused by natural disasters. By combining a mutual aid network with a security information collaborative, FlaWARN has been able to cover all aspects of both natural and manmade emergency assistance.

## **Why not just use the available mutual aid agreements already in place through the state EOC and FEMA?**

During the hurricanes of 2004, utilities throughout the state found it difficult to get the needed assistance without a formalized agreement for the responding utility to get reimbursed for their efforts. FlaWARN resolved this issue by offering member utilities a standardized mutual aid agreement outlining terms and conditions of reimbursement prior to requesting and receiving assistance.

## **How did FlaWARN get started?**

Florida is vulnerable to a variety of natural and manmade hazards that threaten the safety and well being of our communities, businesses and the environment. When Hurricanes Charlie, Frances, Jeanne and Ivan impacted the state of Florida in the fall of 2004, it became very apparent that there was a need to expand the effort statewide. FlaWARN was borne shortly thereafter in April of 2005.

## **How is FlaWARN funded?**

FDEP funds FlaWARN using a portion from their EPA Water Protection Grant.

## **What is the organizational structure?**

A steering committee provides leadership for FlaWARN. It is composed of representatives of five state water/wastewater professional organizations including: AWWA, FWEA, FWPCOA, FRWA, SEDA; three at large members and a representative of FDEP. The University of Florida Center for Training, Research and Education for Environmental Occupations (UF/TREEO) is responsible for implementing the program.

## **How does FlaWARN work during an emergency?**

When there is advance knowledge of an event, such as a hurricane, the steering committee starts pre-planning three to four days out. As the hurricane is tracked, utilities out of the path of the storm gear up to help the affected areas.

Member utilities are able to request assistance through the FlaWARN web site. Since electricity is often out during an emergency, FlaWARN administrators and steering committee members attempt to contact, using emergency contact information, all members in the area of the storm and determine their needs. Administrators may then post any needs to the web page. This is an innovative process because it allows member utilities to match their available resources to requests for assistance. FlaWARN is designed to get the correct resources to the appropriate location within the first days after an event.

FlaWARN is designed to gear up without any notice using the web page and personal contact to respond to any man-made emergencies or other disasters.

## **What is FlaWARN's history of responding?**

FlaWARN responded to four major events in 2005. Starting with Hurricane Dennis in the Florida Panhandle in July and most recently Hurricane Wilma in October, FlaWARN has mobilized member utilities to respond with plant operators, mechanics, electrical technicians, generators, pumps, Vactor-Jet trucks, and water distribution and wastewater collection system repair crews. Hurricane Katrina presented the greatest logistical challenge since sixteen FlaWARN member utilities responded to requests for assistance in the state of Mississippi. This effort was followed with five member utilities that were sent to Texas after Hurricane Rita.

Forty-five member utilities from Central and North Florida responded to the many affected areas of South Florida impacted by Hurricane Wilma. Over two hundred Florida industry professionals descended on affected areas to restore water and wastewater service. This is thought to be the largest water and wastewater mutual aid response to date in the United States.

## **What organizations are involved in FlaWARN?**

FlaWARN is made up of Water and Wastewater Utilities across Florida, assisted by regulatory, technical, and law enforcement agencies. In addition to 156 member utilities, FlaWARN collaborates with the Florida Department of Environmental Protection, the University Of Florida TREEO Center, the Florida Rural Water Association, the State Emergency Response Team, the Florida Section of American Water Works Association, the Florida Water & Pollution Control Operations Association, the Florida Water Environment Association and the Southeast Desalting Association.

## **FlaWARN Benefits**

The goal of FlaWARN is to provide services to member utilities and encourage more participation from utilities across the state.

FlaWARN assists its members with the following issues:

- ◆ Recovery coordination
- ◆ Resource inventory and availability status
- ◆ Information exchange
- ◆ Vulnerability assessment tools
- ◆ Preparation protocols
- ◆ Emergency Response Plan updates and checklists
- ◆ Updated best management practices reference library
- ◆ Up-to-date status reports
- ◆ Pertinent legislation briefings

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### **For Additional Information Contact:**

**Carol Hinton at: 352.392.9570 ext. 209 or  
chinton@treeo.ufl.edu**

**Chris Roeder at: 352.392.9570 ext.203 or  
croeder@treeo.ufl.edu**

**www.FlaWARN.org**