

LARGE OPERATOR MUTUAL AID AGREEMENT

This agreement is between _____ (“Operator”) and the City of Seward, Alaska (“City”). Both the City and Operator acknowledge that COVID-19 is a national pandemic that poses a substantial risk to public health, safety, and welfare within the City. As a result, the City has implemented Temporary COVID-19 Emergency Rules to protect and preserve the health and safety of Seward’s residents and its visitors. While both the City and Operator acknowledge the importance of Operator’s right to engage in lawful business within the City without interference by local government, both parties recognize that the significant risk posed to public health and safety requires both Operator and City to take measures to protect Operator, his, her or its employees, the Seward community, and the greater Alaskan community, from the spread of COVID-19. To this end, Operator agrees to comply with the following requirements:

1. Educate employees regarding COVID-19 symptoms and safety measures that may provide greater protection from COVID-19 and post such information in any common areas accessed by Operator employees in Seward;
2. Ensure compliance with Seward’s Temporary COVID-19 Emergency Rules by Operator and his/her/its employees. These rules are incorporated into this Agreement and available on the City website;
3. Strictly follow all State of AK mandates, subjecting all employees arriving in Seward from a location outside Seward to quarantine to the greatest extent permitted by State of Alaska health mandates;
3. Monitor employees for symptoms of COVID-19, assist employees with accessing testing in the event that they display symptoms of COVID-19, and notify the City in writing at manager@cityofseward.net of any and all employees working in the City who have tested positive for COVID-19 within 24 hours of receiving notice of the positive test result.
4. In the event Operator or an employee or contractor for Operator tests positive for COVID-19 after or during working for Operator within Seward or on its waters, Operator agrees to notify the City within 24 hours of receiving the positive test result and agrees to provide the City with the contact information of the individual testing positive so the City can work with the individual to identify his or her close contacts within the City and notify them of their exposure.
6. Provide the City with a written statement regarding specific steps taken by Operator to comply with the terms of this Agreement and any additional measures taken to protect Operator’s employees, customers or the public from COVID 19.
6. Failure to comply with the terms of this Agreement shall constitute a breach of Agreement and the City shall have all remedies available to it under law. Operator and City acknowledge and agree that a breach of this agreement poses substantial risk to the protection and preservation of public health and safety and that the City shall be able to obtain an expedited court order requiring Operator to comply with the terms of this Agreement and enjoining any activity by Operator that violates this Agreement. Operator agrees that any breach of this Agreement is punishable by the maximum fines and penalties permitted by law or under State of Alaska health mandates. Operator shall pay the City’s full attorney’s fees and costs associated with the enforcement of this Agreement.

Both parties hereby acknowledge and attest that all the information provided in this Agreement is true to the best of their knowledge, under penalty of perjury. This Agreement is signed _____, 2020 and becomes effective immediately upon execution.

Operator (Print Name)

Scott Meszaros
Seward City Manager

Operator (Signature)

