MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.

2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.

4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:

   a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.

   b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.

   c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.

   d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.

5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date _____ Entity _____ (*name/ state*)

By _____ (*please print*)

Title _____

Please send signed agreement to:
American Public Power Association
ATTN: APPA Mutual Aid Team
2451 Crystal Drive, Suite 1000 | Arlington, VA 22202-4804
E-mail: MutualAid@publicpower.org | **Fax:** (202) 467-2900

Questions about this agreement should be directed to APPA's Technical and Operations Services department at MutualAid@publicpower.org or 202/467-2900.

OVERVIEW: These guiding principles have been drafted, through an American Public Power Association (APPA) working group process, to be used as a resource for utilities rendering and receiving mutual aid assistance through the one-page APPA mutual aid agreement. The guiding principles DO NOT address allocation of risk and liability. And, so, these guiding principles ARE NOT an amendment to the APPA agreement. But, they are offered to utilities that wish to opt-in or otherwise utilize them to guide their reimbursement and documentation needs for mutual aid assistance. Because FEMA public assistance for mutual aid costs are not assured, and can depend on particular circumstances, these guiding principles are not meant to adhere to any particular FEMA requirement, but have been assembled based upon mutually agreeable and consistent mutual aid principles among a broad selection of APPA's member utilities.

MUTUAL AID AGREEMENT
GUIDING PRINCIPLES FOR REIMBURSEMENT AND DOCUMENTATION MATTERS

These guiding principles may be used by U.S. public power utilities, and other electric utilities, that have exchanged forms of the American Public Power Association, Inc. ("**APPA**") mutual aid agreement, via APPA and [*Insert Name of State Association or other Statewide Mutual Aid Coordinator*], and that wish to adhere to the following supplemental provisions when providing or receiving mutual aid assistance:

1. **No Amendment; Policies and Procedures**. (a) These guiding principles may be used by any public power electric utility or other electric utility providing (as the "**Providing Entity**") or receiving (as the "**Requesting Entity**") mutual aid assistance, but it does not amend the APPA Mutual Aid Agreement, and is not to be interpreted or construed to do so. However, the parties hereby agree that this statement of principles applies to any mutual aid provided or received between them; this statement of principles supplements the APPA mutual aid agreement previously entered into by the parties; to the extent there are any terms that conflict, the APPA mutual aid agreement controls.

(b) If the Providing Entity has policies or procedures that differ from these guiding principles, the Providing Entity hereby indicates that it will follow those policies and procedures and discuss the same with the Requesting Entity, unless the Providing Entity and Requesting Entity acknowledge and agree these guiding principles control. To the extent the Providing Entity relies on its policies or procedures, instead of these guiding principles, it will provide copies of all such policies and procedures to the Requesting Entity.

2. **Supplemental Reimbursement Matters**. The following reimbursement matters are hereby established and deemed by the Providing Entity and the Requesting Entity to be necessary to the work performed in rendering mutual aid assistance, the subsequent invoicing and payment effort, and any potential subsequent Federal Emergency Management Agency ("**FEMA**") reimbursement effort:

(1) *Travel Time Pay*. Unless there is a controlling collective bargaining or other labor agreement that requires a different approach, the Requesting Entity will reimburse the Providing Entity for the actual costs it incurs for the travel time of its personnel (*i.e.*, pay and benefits), as follows: (A) when the Providing Entity is traveling to the Requesting Entity, from the time the Providing Entity's personnel leave its home facility until such personnel arrive at the Requesting Entity's muster or intake location; and (B) when the Providing Entity is returning to its home facility from the Requesting Entity's location, from the time the Providing Entity's personnel leave its last work or overnight accommodation location until it arrives at its home facility. Travel time, referenced in the previous sentence, includes reasonable time incurred to prepare for initial travel at the Providing Entity's shop. If equipment breaks down or is damaged during travel and the Providing Entity requires certain of its personnel to stay with the equipment until repairs are made, the Requesting Entity will reimburse the Providing Entity for the actual costs it incurs to pay its personnel, related to equipment repair waiting time. If the Providing Entity is released from mutual aid assistance by the Requesting Entity, and travels to a subsequent utility to provide mutual aid, the Requesting Entity has no liability for the Providing Entity's costs incurred for its personnel to travel from the Requesting Entity location to the subsequent utility's location for additional mutual aid assistance. For equipment, hourly or mileage rates will be reimbursed by the Requesting Entity, including equipment travel time (calculated on the basis of the recorded work hours of the Providing Entity's individual person(s) to whom each piece of equipment is assigned).

(2) *Emergency Travel; Crew Swaps*. The Requesting Entity will reimburse the Providing Entity for its travel costs incurred (*e.g.*, plane tickets) for travel for personnel who have to return home on an emergency basis from mutual aid assistance. Taking into account due exigencies, the Providing Entity will endeavor to limit or minimize emergency travel costs. The Providing Entity's costs for swapping crews will be reimbursed on a not less than two-week crew rotation basis. The Requesting Entity will not be responsible for the Providing Entity's costs in swapping crews on a less than two week basis, or for replacing personnel who have to return home from mutual aid assistance for reasons that are not an emergency. As used in this clause (2) of section 2, "**emergency**" means an exigent or severe circumstance that requires an individual to return home as soon as reasonably possible to meet family, personal, or similar needs. An example of an emergency includes the death or severe illness (requiring hospitalization or non-elective surgical intervention) of a close family member. As the term is used here, "emergency" does not include planned or elective matters such as vacations, weddings, birthdays, graduations, court dates, elective medical procedures, or similar activities.

(3) *Equipment Breakdown Costs*. If any of the Providing Entity's equipment breaks down or is damaged as a direct result of performing mutual aid assistance for the Requesting Entity, more than 50 miles from the Providing Entity's home facility, and must be repaired prior to returning to the Providing Entity's home facility (*e.g.*, a truck breaks down and is inoperable), then the Requesting Entity will reimburse the Providing Entity for its actual

repair costs, unless the Providing Entity is charging the Requesting Entity for such equipment using FEMA rates (which are inclusive of repair costs). The Requesting Entity is not responsible for repair costs of the Providing Entity's equipment that breaks down, but does not have to be repaired for it to be returned to the Providing Entity's home facility (*e.g.*, a bucket lift mechanism fails, but does not render a truck inoperable to be driven back to the Providing Entity's home facility). The Requesting Entity is also not responsible for repair costs of equipment that breaks down or is damaged before arriving at the Requesting Entity's location, except that the Providing Entity must promptly notify the Requesting Entity of the equipment break down, and coordinate on the need for replacement equipment, if any, and how replacement equipment will be compensated. To the extent that there is a reasonable basis for any of Providing Entity's personnel to stay with the equipment while repairs are being made, where the Requesting Entity is responsible for the costs of such repairs pursuant to the first sentence of this clause (3), the Requesting Entity's obligations for Providing Entity's personnel costs is hereby limited to (A) the minimum number of personnel that need to remain with the equipment for repairs and return of the equipment to Providing Entity's home facility, and (B) no more than the Providing Entity's normal billable work day, per day, for such personnel who are remaining with the equipment during repairs.

(4) *Food.* If the Requesting Entity provides food (including meals, snacks, or both) for the Providing Entity's personnel providing mutual aid assistance, the Requesting Entity will not be responsible for food costs incurred by the Providing Entity, unless the nature of the mutual aid assistance work or other events prevent the Providing Entity's personnel from physically being able to eat the food provided by the Requesting Entity (including prepared food shortages from the Requesting Entity). The Requesting Entity will not be responsible for food costs for the Providing Entity's personnel while they are traveling, beyond *per diem* meals and incidentals rates established and published from time to time by the United States General Services Administration (GSA) for the area where the mutual aid work is to occur. (GSA *per diem* rates may be available at https://www.gsa.gov/travel /plan-book/per-diem-rates.) *Per diem* rates will be based on the location, or nearest GSA reference location to, where the expenses are incurred.

(5) *Laundry Services.* If the Requesting Entity provides laundry services for the Providing Entity's personnel providing mutual aid assistance, the Requesting Entity will not be responsible the Providing Entity's separate costs incurred for its personnel's laundry. If the Requesting Entity does not provide such laundry services, it will reimburse the Providing Entity for actual laundry costs incurred for Providing Entity's personnel.

(6) *Hotel Accommodations.* The Requesting Entity must either arrange for or approve (which approval can be given by the Requesting Entity as a part of the subsequent reimbursement process) Providing Entity's hotel accommodations during travel and in the locale of mutual aid assistance work. Except to the extent that double-occupancy hotels rooms are not available, the Requesting Entity will only reimburse the Providing Entity for its hotel costs incurred on a double-occupancy basis. The Requesting Entity will reimburse

the Providing Entity only for hotel room night costs, and will not be responsible for miscellaneous or individual charges, such as mini bar charges, room service, telephone calls, in-room movies, excessive tipping (greater than 20%), and business center charges (unless the Providing Entity provides documentation that business center charges are related to the provision of mutual aid assistance to the Requesting Entity). The Providing Entity must provide a copy of all itemized hotel folios for hotel room nights where reimbursement is sought from the Requesting Entity, with records of occupant(s) of each room and check-in and check-out dates, along with any other supporting information requested by the Requesting Entity. If the Requesting Entity provides accommodations in the locale of mutual aid assistance work (*e.g.*, base camps), the Requesting Entity will not be responsible for the Providing Entity's costs for hotel accommodations, except during travel.

(7) *Personal Item Costs*. The Requesting Entity will not be responsible for reimbursing the Providing Entity for any costs incurred by the Providing Entity for personal items that are for individual comfort or convenience of the Providing Entity's personnel. This includes items such as alcohol, snuff or other tobacco products, coolers, toiletries, medicines, non-work consumables, *etc,*.

(8) *Materials and Supplies*. The Requesting Entity will only be responsible for reimbursing the Providing Entity for materials and supplies that it purchases, or supplies to its personnel providing mutual aid assistance from inventory, to the extent such materials and supplies are of a reasonable quantity for the number of the Providing Entity's personnel performing mutual aid assistance. For personal equipment such as safety equipment, safety glasses, rubber sleeves, flame retardant clothing (FR2), belts, climbers, boots, gloves, raincoats, hardhats, etc., there is a presumption by the Requesting Entity that the labor rates for the Providing Entity's personnel include the provision of such personal equipment. However, if the Providing Entity needs to purchase or issue such personal equipment to its personnel providing mutual aid assistance, and seeks reimbursement from the Requesting Entity for the same, the Providing Entity must provide documentation as to the necessity of providing such personal equipment for that mutual aid assistance effort. In that case, the Requesting Entity will only be responsible for reimbursing the Providing Entity for such personal equipment (A) in an amount that corresponds to the number of personnel needing such equipment and providing mutual aid assistance, with a minimal, reasonable allowance for extra items, and (B) only to the extent that such personal equipment cannot be reused by the Providing Entity's personnel after the mutual aid assistance is completed. For items of the Providing Entity's inventory that is used or incorporated into the Requesting Entity's electrical system in the performance of mutual aid assistance, the Requesting Entity will reimburse the Providing Entity only for inventory items where there is documentation showing that such inventory items were used or incorporated into the Requesting Entity's electrical system.

3. **Documentation to Support the Providing Entity's Costs in Providing Mutual Aid Assistance**. As FEMA reimbursement for mutual aid assistance costs incurred by the Requesting

Entity may require the Requesting Entity to provide extensive documentation concerning the Providing Entity's work to support its FEMA reimbursement claims, the Requesting Entity requests and the Providing Entity hereby agrees to provide the following information for its mutual aid assistance rendered to the Requesting Entity:

(1) For the Providing Entity's wages and salaries, including benefits, the Providing Entity will provide a copy of its pay and benefits policy(ies), including information that identifies its labor rates, benefits, overtime pay, and any special pay that may be applicable to mutual aid assistance.

(2) The Providing Entity will provide documentation to support all mobilization and demobilization costs and document each item of mobilization costs incurred and billed to the Requesting Entity.

(3) For personnel travel, the Providing Entity will identify for each vehicle, who is driving and who is a passenger, including all changes of drivers.

(4) The Providing Entity will identify which equipment travels with which crews in a way that permits the Requesting Entity to identify crew and equipment together, including any changes of equipment or crews that occurs during the mutual aid assistance effort.

(5) For crew swaps and any replacement of the Providing Entity's personnel providing mutual aid assistance, on an emergency or non-emergency basis, the Providing Entity will provide a log or other documentation identifying each individual's starting and ending time for the whole of the Providing Entity's mutual aid assistance effort to the Requesting Entity.

(6) Unless using FEMA standard rates, which include fuel, the Providing Entity will track all fuel costs and provide documentation for all of its actual costs for fuel for all vehicles and equipment. Fuel receipts must indicate the volume of fuel purchased and the cost per measured unit.

(7) If the Providing Entity is aware, or is notified by the Requesting Entity, that its rates for equipment are higher than standard FEMA rates, the Providing Entity will provide documentation justifying the higher rates to the reasonable satisfaction of the Requesting Entity. If FEMA rates are not utilized, the Providing Entity should use rates which include all costs for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, lubricants, tires, OSHA equipment and other costs incidental to operation.

(8) The Providing Entity will respond in the full, to the best of its knowledge and ability, to all requests for documentation from the Requesting Entity related to the Requesting Entity's FEMA reimbursement claims.

(9) If the Providing Entity is released from mutual aid assistance and travels to a subsequent utility to provide mutual aid, instead of returning to its home facility, the Providing Entity will identify the subsequent utility and provide contact information for such subsequent utility.

(10) For any equipment repair costs that are reimbursable to the Providing Entity pursuant hereto, the Providing Entity will provide all documentation and other maintenance records that demonstrate the equipment was regularly maintained and in good operational order prior to the breakdown or damage. For equipment damage repairs, the Providing Entity shall provide all available details on when, where, and how the damage occurred.

4. **Invoice Documentation.** The Providing Entity will provide the following information to support its invoice(s) to the Requesting Entity:

(1) If the Providing Entity is billing by time and equipment rates (*i.e.*, not using FEMA rates):

(A) a rate sheet for all labor and equipment charges (with the FEMA benefit calculation sheet for indirect labor charge evidence);

(B) daily timesheets and equipment logs signed (or otherwise electronically approved, as applicable) by authorized field personnel indicating for each work location or task:

(i) each employee's name, position, type of employment (*i.e.*, full-time exempt, full-time non-exempt, part-time, temporary, *etc.*) and days and hours worked;
(ii) each employee's rate of pay for regular hours and overtime hours;
(iii) the total number of hours worked each day by each employee (including those recorded as regular hours and overtime hours);
(iv) location of the work, unless location(s) of the work are directed by the Requesting Entity, including pole number, address, or other reasonable identification information;
(v) detailed description of the work, unless kept by the Requesting Entity
(vi) details of all equipment used, including date of use, trip origin odometer reading, trip destination odometer reading, make, model, vehicle number, and hours used; and
(vii) miscellaneous expenses (including copies of all receipts);

(C) charges for the Providing Entity's general and administrative (G&A) costs, which the Providing Entity must include as a separate line item (and itemized) in invoicing to the Requesting Entity; and

(D) charges for hotel and food while traveling to and from the mutual aid assistance destination with detail (*i.e.*, name(s) of room occupant(s), name and location of hotel, check-in and check-out dates, itemized hotel folio, itemized food receipts (if any), names of personnel consuming food).

(2) If the Providing Entity is utilizing FEMA equipment rates, fuel, maintenance, and repair costs cannot be separately charged.

5. **Return of the Requesting Entity's Equipment.** Providing Entity shall comply with this section 5 unless the Requesting Entity provides different direction. To ensure that all of the Requesting Entity's equipment, inventory, machinery, supplies, or other items issued to or used by the Providing Entity's personnel during mutual aid assistance is returned to or used for the Requesting Entity, the Providing Entity will identify a crew leader for each of its crews, and the crew leader will each day log any of the Requesting Entity's equipment, inventory, machinery, supplies, or other item issued to or used by that crew in that day's mutual aid assistance effort. Such crew leader's log will identify all items that are incorporated into the Requesting Entity's electrical system, or consumed in the mutual aid assistance effort (for consumables). (Miscellaneous low cost and other *de minimis* items (*e.g.*, nuts and bolts) may be estimated.) All other items on the crew leader's log will be checked-back to the Requesting Entity, by the crew leader, prior to the Providing Entity's crew being released by the Requesting Entity from mutual aid assistance.

6. **Other Requesting Entity Requirements.** The Requesting Entity may request or require information and documentation requirements than are in addition to what is provided in this statement of principles. Nothing in this statement of principles supersedes or negates any of the Requesting Entity specific requirements. In the event of a conflict between this statement of principles and the Requesting Entity's own documentation, the Requesting Entity's documentation controls.

[*Acknowledgement Sheet Follows*]

To indicate the parties have reviewed and reached agreement on the applicability of this statement of principles an authorized person from each of the Providing Entity and the Requesting Entity initials below.

on behalf of

Utility or Company: _____

_____ Name: _____

Initials Title: _____

EXECUTION NOTE: APPA will keep this guiding principles document on file for each APPA member that executes it, like the APPA mutual aid agreement, and will distribute it, or provide for its distribution, to members involved in mutual aid, along with the mutual aid agreement.