

MUTUAL AID AGREEMENT - ELECTRIC

ARTICLE I. PURPOSE

The Oklahoma Municipal Alliance Mutual Aid Agreement is hereby established to provide a method whereby municipal electricity transmission and distribution utilities sustaining physical damage from natural disasters can obtain emergency assistance in the form of personnel, equipment, and materials, from other electric distribution utilities AND whereby participating utilities may obtain the same assistance in support of general operations. The purpose of this Agreement is to formally document such program and address current procedures.

ARTICLE II. DEFINITIONS

- A. **AGREEMENT** –Oklahoma Municipal Alliance Mutual Aid Agreement. The original Agreement and all signatory pages shall be kept at the Oklahoma Municipal Alliance office, 308 NE 27th Street, Oklahoma City, Oklahoma 73105.
- B. **ASSISTING UTILITY** - Any participating utility which agrees to provide assistance to a REQUESTING UTILITY pursuant to this Agreement.
- C. **AUTHORIZED REPRESENTATIVE** - An employee of a PARTICIPATING UTILITY authorized by that utility to request or offer assistance under the terms of this Agreement.
- D. **PARTICIPATING UTILITY** - Any electric system which executes this Mutual Aid Agreement.
- E. **PERIOD OF ASSISTANCE** - The period of time covered by this Mutual Aid Agreement by which the REQUESTING UTILITY will reimburse the ASSISTING UTILITY for covered costs including, but not limited to, personnel, equipment usage based on a standard fee schedule, meals and lodging incurred by responding personnel.

BEGINS: With the departure of personnel of the ASSISTING UTILITY from any point for the purpose of traveling to the REQUESTING UTILITY in order to provide assistance.

ENDS: The period ends 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.

EXCEPTION: The period of assistance shall not include any portion of the trip to the REQUESTING UTILITY or the return trip from the REQUESTING UTILITY during which the personnel of the ASSISTING UTILITY are engaged in a course of conduct not reasonably necessary to their safe arrival at or return from the REQUESTING UTILITY.

- F. **REQUESTING UTILITY** - Any PARTICIPATING UTILITY which sustains physical damage to its electrical system due to a natural disaster OR for general operations and seeks assistance pursuant to this Agreement.
- G. **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 requesting 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. Specifically excluded within such a period of time are overnight rests in a hotel or other sleeping facility, breakfast, lunch, and dinner breaks.

ARTICLE III. PROCEDURE

In the event that a PARTICIPATING UTILITY becomes a REQUESTING UTILITY, the following procedure shall be followed:

- A. The REQUESTING UTILITY shall initiate a request for Mutual Aid through one of the following methods:
 - 1. contact the authorized representative of one or more of the PARTICIPATING UTILITIES;
 - 2. Contact the OMA JTS Director; or,
 - 3. Contact the Oklahoma Municipal Power Authority (OMPA) operations center.
 - 4. Upon contact, the REQUESTING UTILITY will provide them with the following information:
 - i. A general description of the damage sustained or work to be performed;
 - ii. The part of the electrical system for which assistance is needed, e.g. generation, transmission, substation, or distribution;
 - iii. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - iv. The present weather conditions and the forecast for the next twenty-four hours; and,
 - v. A specific time and place for a representative of the REQUESTING UTILITY to meet the personnel and equipment of the ASSISTING UTILITY.
 - vi. The system voltages of the requesting utility anticipated to be worked on.

- B. When contacted by a REQUESTING UTILITY, the authorized representative of a PARTICIPATING UTILITY shall assess his/her 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 REQUESTING UTILITY. If the authorized representative determines that his/her utility is capable of, and willing to provide assistance, he/she shall so notify the authorized representative of the REQUESTING UTILITY and provide him/her with the following information:
1. A complete description of the personnel, equipment, and materials to be furnished to the REQUESTING UTILITY;
 2. The length of time the personnel, equipment, and material 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 REQUESTING 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. Representatives of the REQUESTING 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 for 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 REQUESTING UTILITY.
- D. The REQUESTING UTILITY shall have the responsibility of providing food and housing for the personnel of the ASSISTING UTILITY from the time of their arrival at the designated location to the time of their departure. The food and shelter provided shall be subject to the approval of the supervisory personnel of the ASSISTING UTILITY.
- E. The REQUESTING UTILITY shall have the responsibility of providing communication between the personnel of the ASSISTING UTILITY and the REQUESTING UTILITY.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed upon 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 REQUESTING 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 as defined by the FEMA reimbursable payroll guidelines.

B. **EQUIPMENT** - The ASSISTING UTILITY shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or the most recent FEMA Schedule of Equipment Rates which includes fuel and maintenance of equipment. (Appendix B)

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 REQUESTING UTILITY will replace, with a like kind and quality as determined by the ASSISTING UTILITY, the materials and supplies used or damaged.

D. **PAYMENT** - The ASSISTING UTILITY shall bill the requesting utility for all reimbursable expenses not later than the 15th day of the month following the period of assistance. The REQUESTING UTILITY shall pay the bill in full not later than the 15th day following the billing date. Unpaid bills shall become delinquent upon the 16th day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

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. Each utility should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this Agreement, and that there will be no lapse in their insurance coverage either on employees, vehicles, or liability.

ARTICLE VI. DISPUTE RESOLUTION

All disputes between two or more PARTICIPATING UTILITIES arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to DISPUTE RESOLUTION before a panel of three persons chosen from the members of the Oklahoma Municipal Alliance which are PARTICIPATING UTILITIES, excluding those members that are parties to the dispute.

If there are two parties to the dispute, each one shall choose one panel member and those two panel members shall agree on a third. If the two panel members cannot agree, the third panel member shall be appointed by the President of the Oklahoma Municipal Alliance Board of Directors.

If the parties cannot be equitably divided into two adverse sides or if, for any other reason the above procedures for choosing panel members are inadequate the three members of the panel shall be designated by the President of the Oklahoma Municipal Alliance Board of Directors.

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 made known to all parties and the Oklahoma Municipal Alliance Board of Directors.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the _____
_____ duly executes this Oklahoma
Municipal Alliance Mutual Aid Agreement this _____ day of
_____ 20 ____.

For the Participating Utility

ATTEST:

For the Oklahoma Municipal Alliance

ATTEST:
