

MUTUAL AID AGREEMENT
SUPPLEMENT FOR REIMBURSEMENT AND DOCUMENTATION MATTERS

This supplement may be used by the Florida municipal electric utilities, and other electric utilities within or outside of the State of Florida, that have exchanged forms of the American Public Power Association, Inc. (“**APPA**”) mutual aid agreement, via APPA and the Florida Municipal Electric Association, Inc., and that wish to adhere to the following supplemental provisions when providing or receiving mutual aid assistance:

1. **No Amendment.** This supplement may be used by any Florida municipal electric utility or other electric utility providing (as the “**Responder**”) or receiving (as the “**Utility**”) mutual aid assistance, but it does not amend the APPA Mutual Aid Agreement, and is not to be interpreted or construed to do so.

2. **Supplemental Reimbursement Matters.** The following reimbursement matters are hereby established and deemed by the Responder and the Utility to be helpful to the work to be performed for mutual aid assistance, the subsequent invoicing and payment effort, and any following Federal Emergency Management Agency (“**FEMA**”) reimbursement effort:

- (1) *Travel Time Pay.* The Utility will reimburse the Responder for the actual costs it incurs for the travel time of its personnel, as follows: (A) when the Responder is traveling to the Utility, from the time the Responder’s personnel leave its home facility until such personnel arrive at the Utility’s muster or intake location; and (B) when the Responder is returning to its home facility from the Utility’s location, from the time the Responder’s personnel leave its last work or overnight accommodation location until it arrives at its home facility. If equipment breaks down during travel and the Responder requires certain of its personnel to stay with the equipment until repairs are made, the Utility will reimburse the Responder for the actual costs it incurs to pay its personnel, related to equipment repair waiting time. If the Responder is released from mutual aid assistance by the Utility, and travels to a subsequent utility to provide mutual aid, the Utility has no liability for the Responder’s costs incurred for its personnel to travel from the Utility location to the subsequent utility’s location for additional mutual aid assistance.
- (2) *Emergency Travel; Crew Swaps.* The Utility will reimburse the Responder for its travel costs incurred for travel for personnel who have to return home on an emergency basis from mutual aid assistance. Taking into account due exigencies, the Responder will endeavor to limit or minimize emergency travel costs. The Responder’s costs for swapping crews will be reimbursed on a not less than two-week crew rotation basis. The Utility will not be responsible for the Responder’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 weddings, birthdays, graduations, court dates, or elective medical procedures.

- (3) *Equipment Breakdown Costs.* If any of the Responder’s equipment breaks down as a direct result of performing or responding to the request for mutual aid assistance for the Utility, more than 50 miles from the Responder’s home facility, and must be repaired prior to returning to the Responder’s home facility (*e.g.*, a truck breaks down and is inoperable), then the Utility will reimburse the Responder for its actual repair costs, unless the Responder is charging the Utility for such equipment using FEMA rates (which are inclusive of repair costs). The Utility is not responsible for repair costs of the Responder’s equipment that breaks down, but does not have to be repaired for it to be returned to the Responder’s home facility (*e.g.*, a bucket lift mechanism fails, but does not render a truck inoperable to be driven back to the Responder’s home facility). To the extent that it is necessary for any of Responder’s personnel to stay with the equipment while repairs are being made, where the Utility is responsible for the costs of such repairs pursuant to the first sentence of this clause (3), the Utility’s obligations for Responder’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 Responder’s home facility, and (B) no more than 8 hours of straight time pay per day for such personnel who are remaining with the equipment during repairs.
- (4) *Food.* If the Utility provides food (including meals, snacks, or both) for the Responder’s personnel providing mutual aid assistance, the Utility will not be responsible for food costs incurred by the Responder, unless the nature of the mutual aid assistance work or other events prevent the Responder’s personnel from physically being able to eat the food provided by the Utility. The Utility will not be responsible for food costs for the Responder’s personnel while they are traveling, beyond *per diem* not to exceed \$___ per day, per individual.
- (5) *Laundry Services.* If the Utility provides laundry services for the Responder’s personnel providing mutual aid assistance, the Utility will not be responsible the Responder’s separate costs incurred for its personnel’s laundry.
- (6) *Hotel Accommodations.* The Utility must either arrange for or approve Responder’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 Utility will only reimburse the Responder for its hotel costs incurred on a double-occupancy basis. The Utility will reimburse the Responder 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, and business center charges (unless the Responder provides documentation that business center charges are related to the provision of mutual aid assistance to the Utility).

- (7) *Personal Item Costs.* The Utility will not be responsible for reimbursing the Responder for any costs incurred by the Responder for personal items that are for individual comfort or convenience of the Responder's personnel. This includes items such as snuff or other tobacco products, coolers, toiletries, medicines, non-work consumables, etc.,
- (8) *Materials and Supplies.* The Utility will only be responsible for reimbursing the Responder 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 Responder'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 Utility that the labor rates for the Responder's personnel include the provision of such personal equipment. However, if the Responder needs to purchase or issue such personal equipment to its personnel providing mutual aid assistance, and seeks reimbursement from the Utility for the same, the Responder must provide documentation as to the necessity of providing such personal equipment for that mutual aid assistance effort. In that case, the Utility will only be responsible for reimbursing the Responder 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 Responder's personnel after the mutual aid assistance is completed. For items of the Responder's inventory that is used or incorporated into the Utility's electrical system in the performance of mutual aid assistance, the Utility will reimburse the Responder only for inventory items where there is documentation showing that such inventory items were used or incorporated into the Utility's electrical system.

3. **Documentation to Support the Responder's Costs in Providing Mutual Aid Assistance.** As FEMA reimbursement for mutual aid assistance costs incurred by the Utility may require the Utility to provide extensive documentation concerning the Responder's work to support its FEMA reimbursement claims, the Utility requests and the Responder hereby agrees to provide the following information for its mutual aid assistance rendered to the Utility:

- (1) For the Responder's wages and salaries, including benefits, the Responder 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 Responder will provide documentation to support all mobilization costs and document each item of mobilization costs incurred and billed to the Utility.
- (3) For personnel travel, the Responder will identify for each vehicle, who is driving and who is a passenger, including all changes of drivers.

- (4) The Responder will identify which equipment travels with which crews in a way that permits the Utility 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 Responder's personnel providing mutual aid assistance, on an emergency or non-emergency basis, the Responder will provide a log or other documentation identifying each individual's starting and ending time for the whole of the Responder's mutual aid assistance effort to the Utility.
- (6) Unless using FEMA standard rates, which include fuel, the Responder will track all fuel costs and provide documentation for all of its actual costs for fuel for all vehicles and equipment.
- (7) If the Responder is aware, or is notified by the Utility, that its rates for equipment and personnel are higher than standard FEMA rates, the Responder will provide documentation justifying the higher rates to the reasonable satisfaction of the Utility, including without limitation the calculation of benefits to show that benefits are not calculated on overtime pay in a manner that provides the Responder with excessive general and administrative (i.e., overhead) cost recovery.
- (8) The Responder will respond in the full, to the best of its knowledge and ability, to all requests for documentation from the Utility related to the Utility's FEMA reimbursement claims.
- (9) If the Responder is released from mutual aid assistance and travels to a subsequent utility to provide mutual aid, instead of returning to its home facility, the Responder will identify the subsequent utility and provide contact information for such subsequent utility.

4. **Invoice Documentation.** The Responder will provide the following information to support its invoice(s) to the Utility:

- (1) If the Responder is billing by time and equipment 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, and hours worked;
 - (ii) each employee's rate of pay for regular hours and overtime hours;
 - (iii) the number of hours worked by each employee as regular hours and overtime hours;

- (iv) location of the work, unless location(s) of the work are directed by the Utility, including pole number, address, or other reasonable identification information
 - (v) detailed description of the work, unless kept by the Utility
 - (vi) details of all equipment used, including hours
 - (vii) miscellaneous expenses (including copies of all receipts);
- (C) charges for the Responder's general and administrative (G&A) costs, which the Responder must include as a separate line item in invoicing to the Utility, if requested; and
- (D) charges for hotel and food while traveling to and from the mutual aid assistance destination.
- (2) If the Responder is utilizing FEMA equipment rates, fuel, maintenance, and repair costs cannot be separately charged.

5. **Return of the Utility's Equipment.** Responder shall comply with this section 5 unless the Utility provides different direction. To ensure that all of the Utility's equipment, inventory, machinery, supplies, or other items issued to or used by the Responder's personnel during mutual aid assistance is returned to or used for the Utility, the Responder will identify a crew leader for each of its crews, and the crew leader will each day log any of the Utility'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 Utility's electrical system or consumed in the mutual aid assistance effort (for consumables). All other items on the crew leader's log will be checked-back to the Utility, by the crew leader, prior to the Responder's crew being released by the Utility from mutual aid assistance.

6. **Other Utility Requirements.** The Utility may request or require information and documentation requirements than are in addition to what is provided in this supplement. Nothing in this supplement supersedes or negates any of the Utility specific requirements. In the event of a conflict between this supplement and the Utility's own documentation, the Utility'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 Responder and the Utility initials below.

on behalf of
THE RESPONDER

Initials

Utility or Company: _____
Name: _____
Title: _____

on behalf of
THE UTILITY

Initials

Utility or Company: _____
Name: _____
Title: _____

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