

WASHINGTON PUBLIC UTILITY DISTRICT MUTUAL AID PLAN



2021-2022 Storm Season

SIGNATORIES:

EAST SIDE

Benton PUD
Chelan County PUD
Douglas County PUD
Ferry County PUD
Franklin County PUD
Grant County PUD
Kittitas County PUD
Klickitat PUD
Okanogan PUD
Pend Oreille County PUD

WEST SIDE

Clallam County PUD
Clark Public Utilities
Cowlitz County PUD
Grays Harbor PUD
Jefferson County PUD
Lewis County PUD
Mason County PUD #1
Mason County PUD #3
Pacific County PUD #2
Peninsula Light Company
Skamania County PUD
Snohomish County PUD
Wahkiakum County PUD

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I. BACKGROUND

The State of Washington has typically experienced a high number of seasonal storms as well as other natural disasters, and it has also been identified as an area with severe earthquake potential. Washington Public Utility Districts (PUDs) have traditionally worked closely on many matters, including the provision of mutual assistance for storm response and recovery.

II. GENERAL OBJECTIVE

The general objective of this Mutual Aid Plan and Agreement (the “Plan”) is to provide the organizational framework, terms and conditions under which all PUDs executing this Plan (the “Participating PUDs”) agree to provide assistance to each other when resources can be made available in response to any request. Participating PUDs may be either a “Requesting PUD” or an “Assisting PUD” (such terms are defined in Section IX) or they may fall within both categories during a single event. This Plan is intended to apply to emergency situations such as, but not limited to, storms and earthquakes that could cause electric system damage or destruction to the degree that assistance is needed by one or more PUDs to timely restore public safety and electric service. This Plan is further intended to suffice as a written “Mutual Aid Agreement” meeting the requirements of the Federal Emergency Management Agency (FEMA) for reimbursement of eligible response costs in the event of a qualifying major disaster or emergency.

III. KEY ELEMENTS

- Plan Oversight and Updating
- Plan Coordination
- Coordinator Procedures and Responsibilities
- Procedures
- List of Coordinators
- Principles for Providing Assistance
- Listing of Utility Contacts
- List of Contractors (Not Exhaustive)
- Operating Considerations
- Map Describing Regions (needs to be developed)

IV. PLAN OVERSIGHT AND UPDATING

A two-member committee shall be comprised of one (1) representative from each Region; there shall be an “East Region” and a “West Region”; each member shall be elected to serve a four (4) year term, with one of the representatives elected from alternate Regions every two (2) years. Elections shall commence in 2000, and the initial term for the “East Region” representative shall be six (6) years, so that the initial “West Region” representative shall be replaced in 2004 and the initial “East Side” representative shall be replaced in 2006. A Chairman will be selected and shall be rotated every two (2) years. Committee members shall be elected by the superintendents of the Participating PUDs at the last PUD superintendents meeting of each even-numbered year for the following period. The Committee shall be responsible for the following:

- Updating and distributing a list of utility contact persons on an annual basis, and more often if required
- Updating and distributing a list of contractors on an annual basis
- Reviewing the Plan annually at a PUD Superintendents meeting, which Regional Coordinators should attend
- Modifying the Plan as appropriate and sending amendments for review and approval by the Participating PUDs
- Maintaining an updated list of contacts for non-member utilities
- Assembling an up-to-date list of Participating PUDs and providing such list to each Participating PUD, along with a copy of the current executed signature page from each of the other Participating PUDs
- Receiving, assembling and holding the original executed Mutual Aid Plan and Agreements from each of the Participating PUDs
- Receiving updated “Exhibit A” forms from Participating PUDs and distributing a copy of such forms to each of the Participating PUDs as necessary
- Providing to each of the Participating PUDs an updated list of the respective Regional Coordinators and alternates, including name, “home PUD”, mailing address, telephone number, fax number and e-mail address.

V. PLAN OPERATION

The overall coordination between the Participating PUDs is carried out by the “East Side” Regional Coordinator and the “West Side” Regional Coordinator. Each Coordinator shall be from a utility strategically located within the state and shall be assisted by a “backup” person if the regular Coordinator is unavailable. Subject to the terms and conditions of this Plan, Coordinators shall have the following responsibilities within their respective regions:

- To monitor the assignment and location of crews
- To receive requests for assistance for both Participating PUDs and other receiving or providing assistance to or from Participating PUDs
- To determine when crews can be transferred between utilities after they have been initially assigned to a utility
- To coordinate requests between regions

VI. COORDINATOR PROCEDURES/RESPONSIBILITIES

The following is a general guide for procedures and responsibilities relating to Regional Coordinators:

1. If the “home PUD” of the Regional Coordinator is substantially affected by any major storm or other such emergency event, such person shall notify the other Regional Coordinator and transfer responsibilities under this Plan to the other Regional Coordinator, who shall assume such responsibilities. The Regional Coordinator of the substantially affected PUD shall also notify other PUDs within his/her Region of the transfer. Subject to the other terms of this Plan, if both East and West Regions are affected, each coordinator will maintain coordination within his/her own area and work jointly to share resources to the extent reasonably possible, without unduly impacting his/her own PUD.
2. If an event involves more than one Participating PUD, the Regional Coordinator first aware of the event will advise the other Regional Coordinator that this Plan has been implemented. Such notification should be provided as soon as reasonably possible, and in any event should be provided before the affected Regional Coordinator contacts any utilities for assistance within the other Coordinator’s Region. For a larger event requiring significant coordination activities, each Regional Coordinator will contact utilities within its own region on behalf of affected PUDs. In such event, each Regional Coordinator is the primary contact for PUDs requesting assistance within his/her own Region, and for evaluating priorities and dispatching crews. The non-affected Regional Coordinator will locate crews and resources to be made available to the affected Regional Coordinator.

For purposes of this Plan and Agreement, each Regional Coordinator acting in good faith and within the scope of his or her role and responsibilities hereunder, and his or her “home” PUD, its officers, commissioners and employees, shall be released, indemnified and held harmless by other Participating PUDs from and against any and all claims, demands, losses and damages arising from or related to any and all claims, demands, losses and damages arising from or related to any of the Regional Coordinators’ negligent acts and omissions hereunder. This release, indemnification and hold harmless provision shall extend to the Regional Coordinator’s heirs, successors and assigns.

3. Subject to the terms of this Plan, and based upon his or her evaluation of need, the Regional Coordinator can, reassign an assisting crew to a different utility from that to which it was originally assigned; this authority to reassign crews shall also apply when crews have been requested and assigned in preparation for and in anticipation of a forecasted storm event. All pre-event requests for assistance will be coordinated under this Plan, and the respective Regional Coordinators will be fully informed of which crews are sent to the requesting utility or utilities. In this situation, or whenever a major storm is forecasted that is deemed likely to result in one or more requests for aid under this Plan and Agreement, the Regional Coordinator within the non-affected region shall be notified in advance and all participating utilities informed of the expected event.

VII. BASIC PROCEDURES

The procedures in this Plan are based on two main scenarios:

Scenario A – Widespread damage is forecasted or has occurred throughout the State or a Region within the State. As a result, several PUDs need assistance.

1. The PUD needing assistance calls the Regional Coordinator in its Region and requests the type of assistance needed.
2. The Regional Coordinator calls other PUDs or utilities and makes arrangements for assistance.
3. The Regional Coordinator calls the Requesting PUD back and confirms where the assistance is coming from and when crews should arrive. Both Requesting and Assisting PUDs shall provide a contact person and phone numbers to the Regional Coordinator.
4. When the Requesting PUD determines that it will no longer need assistance, it shall let the Regional Coordinator and the Assisting PUD know as much in advance as possible.

5. The Regional Coordinator will then determine if another PUD needs assistance and work with that crew's home PUD to determine if the crew should be reassigned or released to return home.
6. When an assisting PUD determines because of local needs and before its crews are released to return home that it can no longer continue to give assistance to any Requesting PUD, the Assisting PUD will advise the Regional Coordinator that its crews need to be released and the Regional Coordinator shall release such crews so they may return home.
7. The Regional Coordinator will inform the Assisting PUD when its crews will be released and expected to return home.

Scenario B – Under this scenario, the Requesting PUD would have the knowledge that the emergency has only occurred in its own electric service area and would react as follows:

1. Contact directly the closest PUD that may provide assistance and make direct arrangements. Advise the Regional Coordinator if appropriate.
2. If contacted by an Investor Owned Utility, make sure that it is the only utility needing assistance and that other PUDs are not affected. Contact the Regional Coordinator as appropriate.
3. Make direct arrangements with the Investor Owned Utility as appropriate.

VIII. REGIONAL COORDINATORS

A list of the current Regional Coordinators and alternates shall be provided to each of the Participating PUDs as necessary, with all of the data described in Section IV, above. Such list shall be a part of this Plan and is hereby incorporated into this Plan by this reference.

IX. PRINCIPLES FOR PROVIDING ASSISTANCE

This section establishes additional terms and conditions governing all requests for assistance and all assistance provided under this Plan and Agreement:

1. **PROVISION OF ASSISTANCE VOLUNTARY.** Every Participating PUD (sometimes also referred to as a “party” herein below) under this Plan understands and agrees that neither such party nor any other party hereto is obligated by this Plan to request or to provide labor, equipment or materials to any other Participating PUD at any time or under any circumstances. However, if assistance is requested and provided pursuant to this Plan, the terms and

conditions contained herein shall apply. The party providing labor, equipment and/or materials shall, in all cases, have the final determination whether it is in good faith reasonably able and willing to respond partially or fully to a request for assistance under the circumstances. Assistance, once offered or provided, may be withdrawn at any time upon reasonable notice. The "Assisting PUD" is the party which supplies labor crews, equipment and/or materials upon request of another party to this Plan in response to a particular event. The "Requesting PUD" is the party requesting assistance and receiving assistance in the form of labor crews, equipment and/or materials from another party under this Plan in response to a particular event.

2. Assistance will be first offered to other participants of this Plan before it is provided to any non-member utilities.
3. During "Scenario A" conditions, requests for assistance from non-participating utilities shall be referred to the appropriate the Regional Coordinator.
4. **INDEPENDENT CONTRACTORS:** It is understood and agreed that in providing assistance under this Plan in the form of labor, equipment and materials, the Assisting PUD shall be and remain at all times an independent contractor, and that the Assisting PUDs employees shall be and remain at all times solely the employees of the Assisting PUD. The Assisting PUD shall pay its employees in accordance with such Assisting PUD's then-existing collective bargaining agreement or other applicable policy.
5. **REQUESTS FOR ASSISTANCE:** Requests for labor assistance shall be for not less than one or more functional work crews established in accordance with the Assisting PUD's existing collective bargaining agreements and safety policies, and to the extent reasonably possible such crews shall remain as units while performing work to the Requesting PUD, unless expressly agreed to otherwise. Requests for assistance shall describe the number and type(s) of crew(s) desired, the equipment desired, and any materials desired. The reporting point shall be described. =The Assisting PUD shall have a reasonable period of time within which to provide verbal response to a request, indicating availability of crews, equipment or materials. **EVEN IF AN INITIAL INQUIRY IS VERBAL, ALL REQUESTS FOR ASSISTANCE SHALL BE MADE OR CONFIRMED IN WRITING, AND ALL REQUESTS FOR ASSISTANCE SHALL BE TRANSMITTED TO THE APPROPRIATE CONTACT PERSON OR ALTERNATE IN WRITING BEFORE ASSISTANCE IS PROVIDED. A WRITTEN REQUEST FOR ASSISTANCE MAY BE IN THE FORM OF A FAX OR PRINTED E-MAIL MESSAGE. LIKEWISE, ANY AGREEMENT TO RESPOND TO A REQUEST FOR ASSISTANCE SHALL BE CONFIRMED IN WRITING AND MAY BE IN THE FORM OF A FAX OR PRINTED E-MAIL MESSAGE. THE INTENT OF THIS REQUIREMENT IS FOR EACH PARTY TO HAVE PERMANENT, WRITTEN DOCUMENTATION OF THE MUTUAL TRANSACTION AND ALL PERTINENT TERMS AND CONDITIONS.**

6. Each Assisting PUD's crews will follow their own work rules and safety practices, with the exception of switching procedures and clearances which will fall under the procedures of the Requesting PUD.
7. **COSTS OF ASSISTANCE:** All Participating PUDs, upon execution of this Plan, shall provide to the other parties an "Exhibit A". Participating PUDs shall provide to the other parties a new "Exhibit A" each time it is amended. "Exhibit A" shall contain: a) a list of all equipment, including but not limited to trucks, backhoes, mobile transformers and other equipment (need not include smaller items of equipment that are ordinarily included with and necessary for normal operation of the larger piece of equipment) that may be made available for assistance, and shall include the regular hourly rate to be charged for such equipment, based upon the Assisting PUD's cost, including applicable overhead; and b) a list of all types or categories of labor personnel and crews that may be made available as individual functioning units for assistance, along with the current hourly rate or wage scale for each such unit, based upon the Assisting PUD's cost, including fringe benefits and applicable overhead. Except as expressly provided otherwise herein, Assisting PUDs shall invoice Requesting PUDs for assistance provided hereunder in accordance with the costs and charges described in their respective current "Exhibit A".

Hourly costs of individual large pieces of equipment described in "Exhibit A" shall be reimbursed for the number of hours such equipment is in actual field use by Assisting PUD crews, including mobilization and demobilization; costs shall not be charged during non-compensatory crew rest periods. The hourly wage to be reimbursed to the Assisting PUD for each employee provided in response to request for assistance shall be in accordance with the "Exhibit A" and shall be applicable from the time the employee leaves home or place of duty until he/she returns, except for non-compensatory periods of rest; provided, however, that in the event of conflict herewith, the Assisting PUD's Collective Bargaining Agreement shall control with regard to matters addressed herein.

"Exhibit A" need not contain a list of individual items of materials that may be made available upon request and regularly utilized in the work provided under this Plan and Agreement. However, it is understood that such materials as are provided shall be supplied at the Assisting PUD's actual cost, and such actual cost, plus any other applicable amounts described below shall be reimbursed upon invoice to the Requesting PUD.

The Assisting PUD shall also be reimbursed for all documented actual, reasonable costs of travel expenses, meals (if not provided by the Requesting PUD and excluding alcohol), and lodging (if not provided by the Requesting PUD).

All costs to be reimbursed to the Assisting PUD shall include regular fringe benefits (applicable to labor only) and regular overhead costs (applicable to all labor, equipment and materials) as determined by the Assisting PUD and provided for in accordance with this Plan.

Each Participating PUD shall provide an updated "Exhibit A" to the other Participating PUDs as provided here in any time one or more of the matters contained therein is amended.

Except to the extent such loss, damage or costs are proximately caused by the negligent act or omission of the Requesting PUD, all risk of loss or damage or maintenance and repair costs of equipment supplied by an Assisting PUD shall be included within the Assisting PUD's regular equipment rates and charges described herein, and there shall be no additional charges therefore.

8. REIMBURSEMENT: A Requesting PUD receiving assistance under this Plan shall reimburse the Assisting PUD's documented costs of assistance within thirty (30) days of receipt of invoice from the Assisting PUD. Any invoice not paid by the Requesting PUD within such period shall accrue interest at a rate of 1 percent per month on the outstanding balance until paid. All invoices for reimbursement of costs of providing assistance hereunder shall be addressed to the attention of the Requesting PUD's designated Contact Person identified upon its signature page to this Plan. Notwithstanding anything else to the contrary herein, should the Assisting PUD have duly adopted amendments to its Collective Bargaining Agreement, wage scale or schedule of equipment costs and charges which are not yet reflected in its "Exhibit A" at the time it provides assistance hereunder to a Requesting PUD, the Requesting PUD shall in any such event reimburse the Assisting PUD in accordance with the Assisting PUD's newly amended Collective Bargaining Agreement, wage scale or cost schedule.
9. RECORDS RETENTION: All written requests for assistance and all documentation of services rendered or received, costs incurred and amounts paid shall be maintained by the parties in accordance with applicable state records retention policies.
10. INDEMNIFICATION: Each party executing this Plan hereby agrees to defend and indemnify the other Participating PUDs from and against any and all claims, demands losses and damages arising from activities carried out hereunder by such party to the extent of such party's own negligent or wrongful act or acts. EACH PARTY HEREBY SPECIFICALLY AND EXPRESSLY WAIVES ITS IMMUNITY UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT FOR THE PURPOSE OF CARRYING OUT THE INTENT OF THIS SECTION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTICIPATING PUDS, INCLUDING SUCH PARTY.

11. **TERMINATION:** Participation in this Plan may be terminated by any party upon thirty (30) days written notice sent by first class mail, postage paid, and addressed to the other Participating PUDs and to the Regional Coordinators. However, termination of this Agreement shall not relieve any such party of any unsatisfied obligation incurred hereunder prior to such termination. The term of this Agreement and Plan shall be ten years from the time it has been executed by two or more Participating PUDs; at the end of such term, this Agreement and Plan shall be automatically renewed for an additional term of ten years unless a majority of the Participating PUDs agrees in writing that it shall be terminated.
12. **ENTIRE AGREEMENT:** This writing contains the entire, final and exclusive agreement of the Participating PUDs with regard to the matter of mutual aid services, and it supersedes all other prior agreements and understandings, whether oral or written. This Plan shall not be amended except in writing, executed in the same manner as this Plan.
13. **NO THIRD-PARTY BENEFICIARIES:** Except as expressly set forth herein, none of the provisions of this Plan shall inure to the benefit of or be enforceable by any person not signatory hereto.
14. **GOVERNING LAW, VENUE:** This Plan shall be governed by the laws of the state of Washington, with venue for any disputes in the county where the work or other acts giving rise to the dispute or claim occurred.

X. ADDITIONAL OPERATING CONSIDERATIONS

To the extent possible, the Requesting PUD should address the following to improve the process:

- Establish a key contact person and alternate and provide such updated information, including telephone number, fax number, e-mail address and mailing address to each of the Regional Coordinators and to each of the other Participating PUDs
- Provide a local employee for guiding and communications during an event
- Whenever possible, leave outside crews intact
- Provide dedicated lodging for outside crews
- Provide hot meals (as needed)
- Provide for minor emergency expenses of outside crew workers
- Watch for tired workers

SIGNATURES

We agree with and will abide by the terms, conditions and guidelines of this 2021-2022 Washington Public Utility District Mutual Aid Plan and Agreement:

Public Utility District Name

Signature

Printed Name

Title

Date