

MUTUAL ASSISTANCE AGREEMENT
(Electric and Natural Gas)

AMONG

MEMBERS OF THE
CALIFORNIA UTILITIES EMERGENCY
ASSOCIATION

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	DEFINITIONS	3
1.	PARTIES	5
2.	RECITALS.....	5
3.	SCOPE OF ASSISTANCE.....	6
4.	PAYMENT	9
5.	AUDIT AND ARBITRATION.....	11
6.	TERM AND TERMINATION	12
7.	LIABILITY	12
8.	GOVERNING LAW	14
9.	AUTHORIZED REPRESENTATIVES	14
10.	ASSIGNMENT OF AGREEMENT.....	14
11.	WAIVERS OF AGREEMENT	14
12.	ENTIRE AGREEMENT	14
13.	AMENDMENT	15
14.	NOTICES	15
15.	ATTACHMENTS	15
16.	SIGNATURE CLAUSE	16
	ATTACHMENT A	A-1
	Parties to the Agreement	
	ATTACHMENT B	A-5
	Names and Address of Authorized Representative(s)/Invoicing	
	ATTACHMENT C	A-6
	Custodianship of Agreement	
	ATTACHMENT D	A-7
	Procedures for Requesting and Providing Assistance	
	ATTACHMENT E.....	A-8
	Procedures for Deactivation of Assistance	
	ATTACHMENT F.....	A-9
	Request for Assistance Letter	
	ATTACHMENT G	A-10
	Invoice	

0. DEFINITIONS

As used herein, unless otherwise indicated, the following terms are defined as set forth below.

- 0.1 Activation: The initiation of the Assistance and administrative process of this Agreement including: request for Assistance, assessing and communicating the scope of assistance request, assessing and communicating the resources available for Assistance, activation procedures, mutual assistance coordination, and other processes and procedures supporting the Mobilization of Assistance resources.
- 0.2 Assistance: Includes all arrangements and preparation for and the actual mobilization of personnel, material, equipment, supplies and/or tools or any other form of aid or assistance, including all related costs and expenses as set forth in this Agreement, provided by an Assisting Party to a Requesting Party, from the time of the official authorization by the Requesting Party and including the return and demobilization by an Assisting Party of its personnel and equipment, also as set forth in this Agreement.
- 0.3 Deactivation: The termination of the Assistance and administrative process including: notification of Deactivation, Demobilization planning, identification of applicable costs, processes and procedures supporting Demobilization of resources, provide for invoicing, audit, critique information, and closure of the Assistance.
- 0.4 Demobilization: The actual returning of all Assistance resources to the Assisting Party's normal base.
- 0.5 Emergency: Any unplanned event that, in the reasonable opinion of the Party to this Agreement, could result, or has resulted, in (a) a hazard to the public, to employees of any Party, or to the environment; (b) material loss to property; or (c) a detrimental effect on the reliability of any Party's electric or natural gas system. The Emergency may be confined to the utility infrastructure or may include community-wide damage and emergency response. An Emergency may be a natural or human caused event.
- 0.6 Mobilization: The actual collecting, assigning, preparing and transporting of all Assistance resources.
- 0.7 Mutual Assistance Liaison: The person(s) designated by the Requesting Party, and Assisting Party, to coordinate all administrative requirements of the Agreement.

- 0.8 Natural Gas or Gas: The term “natural gas” as used in this Agreement shall include all commercially available forms of natural gas including Synthetic Natural Gas.
- 0.9 Operations Liaison: As described in Section 3.18, the person or persons designated by the Requesting Party to provide direct contact, communications and coordination at the operations level for Assisting Party’s crews and resources at the location of the assistance. This may include but is not limited to: contact and communications for assisting crews, safety information processes and procedures, ensuring coordination of lodging and meals, addressing issues of Equipment requirements, materials requirements, and other logistical issues necessary to ensure safe effective working conditions.
- 0.10 Qualified: The training, education and experience of employees completing an apprenticeship or other industry / trade training requirements consistent with Federal Bureau of Apprenticeships and Training, Department of Transportation Pipeline Safety Regulations, or other recognized training authority or regulation. Training and qualification standards and are the responsibility of the Requesting Party to evaluate, in advance, the acceptable level of qualification for trade employees (i.e. lineman, electrician, fitter, etc.).
- 0.11 Work Stoppages: Any labor disputes, labor union disagreements, strikes, or any circumstance creating a shortage of qualified labor for a company during a non-emergency situation.

MUTUAL ASSISTANCE AGREEMENT

(Electric and Natural Gas)

1. PARTIES

This Mutual Assistance Agreement (hereinafter referred to as “Agreement”) is made and entered into effective September 15, 2005. Each Party is, and at all times it remains a Party, shall be a member in good standing of the California Utilities Emergency Association. Each of the parties that has executed this Agreement may hereinafter be referred to individually as “Party” and collectively as “Parties.” The Parties to this Agreement are listed in Attachment “A” hereto.

2. RECITALS

This Agreement is made with reference to the following facts, among others:

- 2.1 Certain of the Parties to this Agreement entered into a prior agreement (“Prior Agreement”) dated December 16, 1994 to provide one another with mutual assistance. This Prior Agreement set forth procedures governing the requesting and providing of assistance in the restoration of electric and/or natural gas service. It is the intention of the Parties that this new Agreement, when signed by the Parties shall be effective for requesting or providing Assistance for the restoration of electric service following natural or man-made Emergencies which may occur on or after the date on which each of the Parties involved in the requesting or providing of Assistance signed this Agreement. Upon execution of this Agreement the Prior Agreement shall terminate, except that any rights or obligations which arose under the Prior Agreement shall remain unaffected by this new Agreement. Upon satisfaction of any such rights or obligations, the Prior Agreement shall be of no further validity or effect.
- 2.2 Being a Party to this Agreement does not by itself assure any Party that Assistance will be provided if, when or as requested. Each Party reserves the sole right to respond or not to respond to requests for Assistance on a case-by-case basis. By signing this Agreement, each Party thereby agrees that any Assistance which is received or given upon the request of a Party to this Agreement shall be subject to each and every one of the terms and conditions of this Agreement.
- 2.3 The Parties own, operate and maintain electric and/or natural gas utility facilities and are engaged in the production, acquisition, transmission, and / or distribution of electricity or natural gas.

- 2.4 Each of the Parties operates and maintains their respective facilities within accepted industry practices and employs skilled and Qualified personnel to operate, repair and maintain such facilities according to such industry practices.
- 2.5 It is in the mutual interest of the Parties to be prepared to provide for Emergency repair and restoration to such services, systems and facilities on a reciprocal basis. The purpose of this new Agreement is to provide the procedures under which one Party may request and receive assistance from another Party. This new Agreement is also designed to allow a new Party to join in the Agreement by signing a copy of this Agreement following the giving of notice to the existing Parties pursuant to Section 6.3 of this Agreement.
- 2.6 Assistance for labor shortages due to Work Stoppages are beyond the scope of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties have mutually agreed effective on the date set forth on the signature page hereof and agree further as follows:

3. SCOPE OF ASSISTANCE

- 3.1 In the event of an Emergency affecting the electrical generation, electrical or natural gas transmission, distribution, and/or related facilities owned or controlled by a Party, such Party ("Requesting Party") may request another Party ("Assisting Party") to provide Assistance. The Assisting Party shall, in its sole discretion, determine if it shall provide such Assistance. If the Assisting Party determines to provide Assistance, such Assistance shall be provided in accordance with the terms and conditions of this Agreement.
- 3.2 Requests for Assistance may be made either verbally or in writing by the Authorized Representative of the Requesting Party and shall be directed to the Authorized Representative of the Assisting Party. Authorized Representatives of the Parties are identified in Attachment "B" hereto and shall be updated upon any change in such Authorized Representative. Upon acceptance of a request for Assistance either verbally or in writing, the Assisting Party shall respond with reasonable dispatch to the request in accordance with information and instructions supplied by the Requesting Party. All requests for Assistance shall follow the procedures described in Attachment "D". The Requesting Party shall also follow the procedures set forth in Attachment "E" for Deactivation of Assistance.
- 3.3 The Requesting Party shall provide the Assisting Party with a description of the work needed to address the Emergency, with the most urgent needs

for Assistance addressed first. If the request is not based on a lack of resources, such information must be stated in the request. The Assisting Party shall use its reasonable efforts to schedule the Assistance in accordance with the Requesting Party's request. However, the Assisting Party reserves the right to recall any and all personnel, material, Equipment, supplies, and/or tools at any time that the Assisting Party determines necessary for its own operations. Any Requesting Party for whom an Operator Qualification (OQ) Program and/or Drug and Alcohol Program under 49 CFR Parts 192 and 199 respectively, is required should pre-screen the other Parties to this Agreement to determine which Parties have compatible regulatory agency accepted programs and may therefore be contacted for assistance. Parties to this agreement agree to make their programs and related records available for review to assist in the pre-screening.

- 3.4 The Requesting Party will provide the name and contact information for the person(s) designated as the Mutual Assistance Liaison(s), the Operations Liaison(s) described in Section 3.18, and person(s) to be designated as supervisory personnel to accompany the crews and Equipment. The Assisting Party will provide the name(s) and contact information for the person(s) designated to be the Mutual Assistance Liaison and the Operations Liaison(s).
- 3.5 All Reasonable Costs and Expenses associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and deemed to have commenced when the Requesting Party officially authorizes the Assisting Party to proceed with Mobilization of the personnel and Equipment necessary to furnish Assistance, and shall be deemed to have terminated after Demobilization when the transportation of Assisting Party personnel and Equipment returns to the work headquarters, individual district office, or home (to which such personnel are assigned for personnel returning at other than regular working hours) is completed.

For the purposes of this Agreement, a Requesting Party shall be deemed to have authorized the Assisting Party to proceed with Mobilization when the Requesting Party signs and submits a formal request to the Assisting Party, in a form substantially similar to that included as Attachment "F". If written information cannot be furnished, a verbal confirmation will be acceptable, with a written confirmation to follow within 24 hours.

The Parties hereto agree that costs arising out of inquiries as to the availability of personnel, material, Equipment, supplies and/or tools or any other matter made by one party to another prior to the Requesting Party authorizing the Assisting Party to proceed with Mobilization, as set forth in this Section 3.5, will not be charged to the potentially Requesting Party.

- 3.6 For purposes of this Agreement, the term “Reasonable Costs or Expenses” shall be defined to mean those costs, expenses, charges, or outlays paid or incurred by an Assisting Party in any approved phase of rendering Assistance to a Requesting Party pursuant to the provisions of this Agreement. Reasonable Costs or Expenses shall be deemed to include those costs and/or expenses that are appropriate and not excessive; under the circumstances prevailing at the time the cost or expense is paid or incurred. Reasonable Costs or Expenses may include, but are not limited to, direct operating expenses such as wages, materials and supplies, transportation, fuel, utilities, housing or shelter, food, communications, and reasonable incidental expenses, as well as indirect expenses and overhead costs such as payroll additives, taxes, insurance, depreciation, and administrative and general expenses. Notwithstanding the above, any such Reasonable Costs or Expenses shall continue to be subject to the provisions of Section 5 of this Agreement regarding Audit and Arbitration.
- 3.7 The Assisting Party and Requesting Party shall mutually agree upon and make all arrangements for the preparation and actual Mobilization of personnel, material, Equipment, supplies and/or tools to the Requesting Party’s work area and the return (i.e. Demobilization) of such personnel, material, Equipment, supplies and/or tools to the Assisting Party’s work area. The Requesting Party shall be responsible for all Reasonable Costs or Expenses incurred by the Assisting Party for Mobilization and/or Demobilization, notwithstanding any early termination of such assistance by the Requesting Party.
- 3.8 Unless otherwise agreed upon in writing, the Requesting Party shall be responsible for providing food and lodging for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. The food and housing provided shall be subject to the approval of the supervisory personnel of the Assisting Party.
- 3.9 If requested by the Assisting Party, the Requesting Party, at its own cost, shall make or cause to be made all reasonable repairs to the Assisting Party’s Equipment, necessary to maintain such Equipment safe and operational, while the Equipment is in transit or being used in providing Assistance. However, the Requesting Party shall not be liable for cost of repair required by the gross negligence, bad faith or willful acts or misconduct of the Assisting Party.
- 3.10 Unless otherwise agreed the Requesting Party shall provide fuels and other supplies needed for operation of the Assisting Party’s vehicles and Equipment being used in providing Assistance.

- 3.11 Unless otherwise agreed to by the Parties, the Requesting Party shall provide field communications Equipment and instructions for the Assisting Party's use. The Assisting Party shall exercise due care in use of the Equipment and return the Equipment to the Requesting Party at the time of departure in like condition; provided, however, if repairs are necessary the Requesting Party will be financially responsible unless such repairs are necessitated by the gross negligence, bad faith or willful acts or misconduct of the Assisting Party.
- 3.12 Employees of the Assisting Party shall at all times continue to be employees of the Assisting Party, and such employees shall at no time and for no purpose be deemed to be employees of the Requesting Party.
- 3.13 Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party, shall continue to be those of the Assisting Party.
- 3.14 If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- 3.15 All time sheets, Equipment and work records pertaining to personnel, material, vehicles, Equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for invoicing and auditing purposes as provided in this Agreement.
- 3.16 No Party shall be deemed the employee, agent, representative, partner or the co-venturer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- 3.17 The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.
- 3.18 The Requesting Party and Assisting Party shall each provide an Operations Liaison to assist with operations, personnel and crew safety. These individuals shall be the link between the Parties and keep the crews apprised of safety, operational, and communication issues.
- 3.19 All work performed by the Parties under this Agreement shall conform to all applicable Laws and Good Utility Practices.
- 3.20 All workers performing work under this Agreement shall follow their own employer's established safety and other operation rules. Each Party will use its best reasonable effort to respect the safety and work practices of the

other Party, and will at all times cooperate in the interest of the safety of both Parties. Where it is not possible for both Parties to safely and independently follow their own safety and work practices, field personnel will discuss and mutually agree upon the safety and work practices for both Parties for the particular work at issue

4. PAYMENT

4.1 The Requesting Party shall reimburse the Assisting Party for all Reasonable Costs and Expenses that are appropriate and not excessive, under the circumstances prevailing at the time the cost or expense is paid or incurred by the Assisting Party as a result of furnishing Assistance. Such costs and expenses shall include, but not be limited to, the following:

- (a) Employees' wages and salaries for paid time spent in Requesting Party's service area and paid time during travel to and from such service area, plus the Assisting Party's standard payroll additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, administrative and general expenses, and other benefits imposed by applicable law or regulation.
- (b) Employee travel and living expenses (meals, lodging, and reasonable incidentals).
- (c) Cost of Equipment, materials, supplies and tools at daily or hourly rate, including their normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to replace or repair Equipment, materials, supplies, and tools (hereinafter collectively referred to as the "Equipment", which are expended, used, damaged, or stolen while the Equipment is being used in providing Assistance; provided, however, the Requesting Party's financial obligation under this Section 4.1 (c): (i) shall not apply to any damage or loss resulting from the gross negligence, bad faith or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible property insurance which applies to such damage or loss.
- (d) Cost of vehicles provided by Assisting Party for performing Assistance at daily or hourly rate, including normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to repair or replace vehicles which are damaged or stolen while the vehicles are used in providing

Assistance; provided, however, that Requesting Party's financial obligation under this Section 4.1 (d): (i) shall not apply to any damage or loss resulting from the gross negligence, bad faith or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible first-party physical damage insurance which applies to such loss.

- (e) Administrative and general costs which are properly allocable to the Assistance to the extent such costs are not chargeable pursuant to the foregoing subsections.
- (f) Overtime costs incurred by the Assisting Party in their service territory as a result of Assistance provided to the Requesting Party.

- 4.2 Unless otherwise mutually agreed to, the Assisting Party shall invoice the Requesting Party at the address designated on Attachment "B" for all Reasonable Costs and Expenses of the Assisting Party in one invoice. If the Assistance extends beyond a thirty (30) day period, invoicing can occur monthly unless otherwise agreed upon in writing. The Assisting Party shall provide the invoice in substantially the form set forth in Attachment "G".
- 4.3 The Requesting Party shall pay such invoice in full within sixty (60) days of receipt of the invoice, and shall send payment to the Assisting Party at the address listed in Attachment "B" unless otherwise agreed to in writing.
- 4.4 Delinquent payment of invoices shall accrue interest at a rate of twelve percent (12%) per year prorated by days until such invoices are paid in full.

5. AUDIT AND ARBITRATION

- 5.1 A Requesting Party has the right to designate its own qualified employee representative(s) or its contracted representative(s) with a management/accounting firm who shall have the right to audit and to examine any cost, payment, settlement, or supporting documentation relating to any invoice submitted to the Requesting Party pursuant to this Agreement.
- 5.2 A request for audit shall not affect the obligation of the Requesting Party to pay amounts due as required herein. Any such audit(s) shall be undertaken by the Requesting Party or its representative(s) upon notice to the Assisting Party at reasonable times in conformance with generally

accepted auditing standards. The Assisting Party agrees to reasonably cooperate with any such audit(s).

- 5.3 This right to audit shall extend for a period of two (2) years following the receipt by Requesting Party invoices for all Reasonable Costs and Expenses. The Assisting Party agrees to retain all necessary records/documentation for the said two-year period, and the entire length of this audit, in accordance with its normal business procedures.
- 5.4 The Assisting Party shall be notified by the Requesting Party, in writing, of any exception taken as a result of the audit. In the event of a disagreement between the Requesting Party and the Assisting Party over audit exceptions, the Parties agree to use good faith efforts to resolve their differences through negotiation.
- 5.5 If ninety (90) days or more have passed since the notice of audit exception was received by the Assisting Party, and the Parties have failed to resolve their differences, the Parties agree to submit any unresolved dispute to binding arbitration before an impartial member of an unaffiliated management/accounting firm. Arbitration shall be governed by the laws of the State of California. Each Party to an arbitration will bear its own costs, and the expenses of the arbitrator shall be shared equally by the Parties to the dispute.

6. TERM AND TERMINATION

- 6.1 This Agreement shall be effective on the date of execution by at least two Parties hereto and shall continue in effect indefinitely, except as otherwise provided herein. Any Party may withdraw its participation at any time after the effective date with thirty (30) days prior written notice to all other Parties.
- 6.2 As of the effective date of any withdrawal, the withdrawing Party shall have no further rights or obligations under this Agreement except the right to collect money owed to such Party, the obligation to pay amounts due to other Parties, and the rights and obligations pursuant to Section 5 and Section 7 of this Agreement.
- 6.3 Notwithstanding Section 12, additional parties may be added to the Agreement, without amendment, provided that thirty 30 days notice is given to all Parties and that any new Party agrees to be bound by the terms and conditions of this Agreement by executing a copy of the same which shall be deemed an original and constitute the same agreement executed by

the Parties. The addition or withdrawal of any Party to this Agreement shall not change the status of the Agreement among the remaining Parties.

7. LIABILITY

- 7.1 Except as otherwise specifically provided by Section 4.1 and Section 7.2 herein, to the extent permitted by law and without restricting the immunities of any Party, the Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of Assistance by the Assisting Party, unless such death or injury to person, or damage to property, is caused by the gross negligence or willful misconduct of the Assisting Party.
- 7.2 Each Party shall bear the total cost of discharging all liability arising during the performance of Assistance by one Party to the other (including costs and expenses for reasonable attorneys' fees and other costs of defending, settling, or otherwise administering claims) which results from workers' compensation claims or employers' liability claims brought by its own employees. Each Party agrees to waive, on its own behalf, and on behalf of its insurers, any subrogation rights for benefits or compensation paid to such Party's employees for such claims.
- 7.3 In the event any claim or demand is made, or suit or action is filed, against the Assisting Party, alleging liability for which the Requesting Party shall indemnify and hold harmless the Assisting Party, Assisting Party shall notify the Requesting Party thereof, and the Requesting Party, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent. However, Requesting Party shall consult with Assisting Party during the pendency of all such claims or demands, and shall advise Assisting Party of Requesting Party's intent to settle any such claim or demand. The Party requesting indemnification should notify the other Party in writing of that request.
- 7.4 The Equipment which the Assisting Party shall provide to the Requesting Party pursuant to Section 3 above, is accepted by the Requesting Party in an "as is" condition, and the Assisting Party makes no representations or warranties as to the condition, suitability for use, freedom from defect or otherwise of such Equipment. Requesting Party shall utilize the Equipment at its own risk. Requesting Party shall, at its sole cost and expense, defend, indemnify and hold harmless Assisting Party, its

directors, officers, agents, employees, successors and assigns, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, arising out of the utilization of the Equipment by or for the Requesting Party, or its employees, agents, or representatives, unless such death, injury, or damage is caused by the gross negligence, bad faith or willful misconduct of the Assisting Party.

- 7.5 No Party shall be liable to another Party for any incidental, indirect, or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying electric or natural gas service, resulting from performance or nonperformance of the obligations under this Agreement.
- 7.6 Nothing in Section 7, Liability, or elsewhere in this Agreement, shall be construed to make the Requesting Party liable to the Assisting Party for any liability for death, injury, or property damage arising out of the ownership, use, or maintenance of any watercraft (over 17 feet in length) or aircraft which is supplied by or provided by the Assisting Party. It shall be the responsibility of the Assisting Party to carry liability and hull insurance on such aircraft and watercraft as it sees fit. Also, during periods of operation of watercraft (over 17 feet in length) or aircraft in a situation covered by this Agreement, the Party which is the owner/lessee of such aircraft or watercraft shall use its best efforts to have the other Parties to this Agreement named as additional insures on such liability coverage.

8. GOVERNING LAW

This Agreement shall be interpreted, governed and construed by and under the laws of the State of California as if executed and to be performed wholly within the State of California.

9. AUTHORIZED REPRESENTATIVE

The Parties shall, within thirty 30 days following execution of this Agreement, appoint Authorized Representatives and Alternate Authorized Representatives, and exchange all such information as provided in Attachment "B". Such information shall be updated by each Party prior to January 1st of each year that this Agreement remains in effect, or within 30 days of any change in Authorized Representative or Alternate Representative.

The Authorized Representatives or the Alternate Authorized Representatives shall have the authority to request and provide Assistance.

10. ASSIGNMENT OF AGREEMENT

No Party may assign this Agreement, or any interest herein, to a third party, without the written consent of the other Parties.

11. WAIVERS OF AGREEMENT

Failure of a Party to enforce any provision of this Agreement, or to require performance by the other Parties of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Agreement or any part thereof, or the right of such Parties to thereafter enforce each and every provision. This Agreement may not be altered or amended, except by a written document signed by all Parties.

12. ENTIRE AGREEMENT

This Agreement and the Exhibits referenced in or attached to this Agreement constitute the entire agreement between the Parties concerning the subject matter of the Agreement. It supersedes and takes the place of all conversations the Parties may have had, or documents the Parties may have exchanged, with regard to the subject matter, including the Prior Agreement.

13. AMENDMENT

No changes to this Agreement other than the addition of new Parties shall be effective unless such changes are made by an amendment in writing, signed by each of the Parties hereto. A new Party may be added to this Agreement upon the giving of 30 days notice to the existing Parties and upon the new Party's signing a copy of this Agreement as in effect upon the date the new Party agrees to be bound by each and every one of the Agreement's terms and conditions.

14. NOTICES

All communications between the Parties relating to the provisions of this Agreement shall be addressed to the Authorized Representatives of the Parties, or in their absence, to the Alternate Authorized Representative as identified in Attachment "B". Communications shall be in writing, and shall be deemed given

if made or sent by e-mail with confirmation of receipt by reply email, confirmed fax, personal delivery, or registered or certified mail postage prepaid. Each Party reserves the right to change the names of those individuals identified in Attachment “B” applicable to that Party, and shall notify each of the other Parties of such change in writing. All Parties shall keep the California Utilities Emergency Association informed of the information contained in Attachment “B” and reply to all reasonable requests of such association for information regarding the administration of this Agreement.

15. GENERAL AUTHORITY

Each Party hereby represents and warrants to the other Parties that as of the date this Agreement is executed by the Parties: (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part and it has duly and validly executed and delivered this Agreement; (ii) the execution, delivery and performance of this Agreement does not violate its charter, by-laws or any law or regulation by which it is bound or governed, and (iii) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization of creditors’ rights generally and by general equitable principles.

16. ATTACHMENTS

The following attachments to this Agreement are incorporated herein by this reference:

Attachment A Parties to the Agreement;

Attachment B Names and Address of Authorized Representative(s)/Invoicing;

Attachment C Custodianship of Agreement;

Attachment D Procedures for Requesting and Providing Assistance;

Attachment E Procedures for Deactivation of Assistance;

Attachment F Request for Assistance Letter;

Attachment G Invoice.

16. SIGNATURE CLAUSE

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the dates set forth below.

Company Name: Pacific Gas and Electric Company

Signature of Officer: _____


Mark S. Johnson

Title of Officer: Vice President, Electric Operations & Engineering

Date Executed: July 16, 2008

ATTACHMENT A

July 2018

Parties to the Mutual Assistance Agreement (Electric and Natural Gas) Among Members of the California Utilities Emergency Association

- **Alameda Municipal Power (2011)**
Jim Breuner Breuner@alamedamp.com
Cellular Phone: 510-715-9821
- **Alpine Natural Gas (2007)**
Mike Lamond mike@alpinenaturalgas.com
Cellular Phone: 209-304-3206
- **Anaheim Public Utilities Department (2007)**
Dennis Schmidt dschmidt@anaheim.net
Cellular Phone: 714-493-7171
- **Anza Electric Cooperative, Inc (2013)**
Brian Baharie brianb@anzaelectric.org
Cellular Phone: 951-240-0555
- **Azusa Light & Water (2009)**
Federico Langit Jr. flangit@ci.azusa.ca.us
Cellular Phone: 626-812-5213
- **Bear Valley Electric Service (2012)**
Paul Marconi paul.marconi@bves.com
Cellular Phone: 909-202-9539
- **Burbank Water and Power (2010)**
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Cellular Phone: 909-762-9291
- **Colton Public Utilities (2011)**
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Cellular Phone: 909-772-7877

- **Glendale Water and Power (2011)**
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Cellular Phone: 818-482-7192
- **City of Healdsburg Electric Department (2011)**
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Cellular Phone: 707-480-6485
- **Imperial Irrigation District (2012)**
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Cellular Phone: 760-427-0744
- **Lassen Municipal Utility District (2011)**
Cort Cortez ccortez@lmud.org
Cellular Phone: 530-310-2749
- **Lathrop Irrigation District (2013)**
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Cellular Phone: 916-712-2054
- **Liberty Energy (2011)**
Randy Kelly randy.kelly@libertyutilities.com
Cellular Phone: 775-636-3034
- **City of Lodi (2011)**
C.J. Berry cberry@lodi.gov
Cellular Phone: 916-549-4879
- **City of Lompoc (2010)**
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- **City of Long Beach (2010)**
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- **Los Angeles Department of Water and Power (2011)**
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- **Modesto Irrigation District (2011)**
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- **City of Moreno Valley Electric Utility (2013)**
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- **Northern California Power Agency (2015)**
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Cellular Phone: 916-878-0854
- **Pacific Gas & Electric Company (2012)**
Evermary Hickey emhp@pge.com
Cellular Phone: 415-271-8072
- **Pacific Power, a division of PacifiCorp (2010)**
Jeff Bolton jeffrey.bolton@pacificorp.com
Cellular Phone: 503-260-7782
- **City of Palo Alto (2010)**
Dean Batchelor dean.batchelor@cityofpaloalto.org
Cellular Phone: 650-444-6204
- **Pasadena Water and Power: Power Delivery (2009)**
Varoojan Avedian vavedian@cityofpasadena.net
Cellular Phone: 626-354-1450
- **Pittsburg Power Company dba Island Energy (2012)**
Peter Guadagni pguadagni@ci.pittsburg.ca.us
Cellular Phone: 925-726-9277
- **Plumas-Sierra Rural Electric Cooperative (2011)**
Jason Harston jharston@psrec.coop
Cellular Phone: 530-249-4605
- **Rancho Cucamonga Municipal Utility (2013)**
Fred Lyn fred.lyn@cityofrc.us
Cellular Phone: 909-243-2747

- **City of Redding – Redding Electric Utility (2009)**
 Ted Miller tmiller@reupower.com
 Cellular Phone: 530-351-1941

- **City of Riverside (2012)**
 Ron Cox rcox@riversideca.gov
 Cellular Phone: 951-237-0443

- **City of Roseville – Roseville Electric (2010)**
 Jason Grace jgrace@roseville.ca.us
 Cellular Phone: 916-532-9272

- **Sacramento Municipal Utility District (2011)**
 Jeff Briggs jeff.briggs@smud.org
 Cellular Phone: 209-996-8186

- **San Diego Gas & Electric Company (2011)**
 Zoraya Griffin zgriffin@semprautilities.com
 Cellular Phone: 619-787-3988
 SDG&E Emergency On-Duty: 858-503-5173

- **San Francisco Public Utilities Commission (2011)**
 Mary Ellen Carroll mcarroll@sfgwater.org
 Cellular Phone: 415-204-7873

- **City of Shasta Lake (2011)**
 Kevin Estabrook kestabrook@cityofshastalake.org
 Cellular Phone: (530) 275-7445

- **Silicon Valley Power, Electric Utility of City of Santa Clara (2011)**
 Kevin Kolnowski Kkolnowski@svpower.com
 Cellular Phone: 408-615-6686

- **Southern California Edison Company (2011)**
 Nancy Sacre sacrenm@sce.com
 Cellular Phone: 626-315-0680

- **Southern California Gas Company (2013)**
 Paul Smith psmith1@semprautilities.com
 Cellular Phone: 310-499-3441

- **Southwest Gas Company (2011)**
 Sam Grandlienard sam.grandlienard@swgas.com
 Cellular Phone: 760-953-9181
 Ed Estanislao edgardo.estanislao@swgas.com
 Cellular Phone: 702-498-2830

- **Truckee-Donner Public Utility District (2011)**
 Jim Wilson jimwilson@tdpud.org
 Cellular Phone: 530-448-3016

- **Turlock Irrigation District**
 Ron Duncan rgduncan@tid.org
 Cellular Phone: 209-541-7578

- **City of Ukiah (2011)**
 Tim Santo tsanto@cityofukiah.com
 Cellular Phone: 707-272-0350

- **Vernon Public Utilities (2013)**
 Todd Dusenberry tdusenberry@ci.vernon.ca.us
 Cellular Phone: 323-807-4261

- **Western Area Power Administration (2011)**
 Brian Adams badams@wapa.gov
 Cellular Phone: 530-247-6710

ATTACHMENT B

Names and Address of Authorized Representative(s)/ Billing

Date			
Name of Utility			
Mailing Address			
Individuals to Call for Emergency Assistance:			
<u>AUTHORIZED REPRESENTATIVE:</u>			
Name			
Title		Address	
E-Mail		Pager No.	
Day Phone		Night Phone	
FAX		Cellular	
<u>ALTERNATE AUTHORIZED REPRESENTATIVE(S):</u>			
Name			
Title		Address	
E-Mail		Pager No.	
Day Phone		Night Phone	
FAX		Cellular	
Name			
Title		Address	
E-Mail		Pager No.	
Day Phone		Night Phone	
FAX		Cellular	

DISPATCH CENTER WITH 24-HOUR TELEPHONE ANSWERING:

Name			
Title			
Address			
Phone		Fax	

BILLING/PAYMENT ADDRESS:

Department of Utility			
Billing/Payment Address			
Telephone No.			
Fax/Email			

Information provided to 2016
CUEA Custodian:

ATTACHMENT C

Custodianship of Agreement

Responsibilities of the California Utilities Emergency Association's Mutual Assistance Agreement (Electric) Custodian are:

- A. Request all Parties provide an annual update of the Authorized Representative and Alternate Authorized Representative, as identified in Attachment "B", no later than December 15 of each year.
- B. Distribute annual update of Attachment "B" no later than January 15 of each year.
- C. Coordinate and facilitate meetings of the parties to the Agreement, as necessary, to include an after action review of recent mutual assistance activations and document changes requested by any party to the Agreement. An annual meeting will also be held to review general mutual assistance issues.
- D. Assist and guide utilities interested in becoming a party to the Agreement by providing a copy of the existing Agreement for their review and signature.
- E. Facilitate any necessary reviews of the Agreement.

ATTACHMENT D

Procedures for Requesting and Providing Assistance

- A. The Requesting Party shall include the following information, as available in its request for Assistance:
 - A.1 A brief description of the Emergency creating the need for the Assistance;
 - A.2 A general description of the damage sustained by the Requesting Party, including the part of the electrical or natural gas system, e.g., generation, transmission, substation, or distribution, affected by the Emergency;
 - A.3 The number and type of personnel, Equipment, materials and supplies needed;
 - A.4 A reasonable estimate of the length of time that the Assistance will be needed;
 - A.5 The name of individuals employed by the Requesting Party who will coordinate the Assistance;
 - A.6 A specific time and place for the designated representative of the Requesting Party to meet the personnel and Equipment being provided by the Assisting Party;
 - A.7 Type of fuel available (gasoline, propane or diesel) to operate Equipment;
 - A.8 Availability of food and lodging for personnel provided by the Assisting Party; and
 - A.9 Current weather conditions and weather forecast for the following twenty-four hours or longer.

- B. The Assisting Party, in response to a request for Assistance, shall provide the following information, as available, to the Requesting Party:
 - B.1 The name(s) of designated representative(s) to be available to coordinate Assistance;
 - B.2 The number and type of crews and Equipment available to be furnished;
 - B.3 Materials available to be furnished;
 - B.4 An estimate of the length of time that personnel and Equipment will be available;
 - B.5 The name of the person(s) to be designated as supervisory personnel to accompany the crews and Equipment; and
 - B.6 When and where Assistance will be provided, giving consideration to the request set forth in section A.6. above.

ATTACHMENT E

Procedures for Deactivation of Assistance

- A. The Requesting Party shall, as appropriate, include the following in their Deactivation:
 - A.1 Number of crews returning and, if not all crews are returning, expected return date of remaining crews.
 - A.2 Notification to the Assisting Party of the time crews will be departing.
 - A.3 Information on whether crews have been rested prior to their release or status of crew rest periods.
 - A.4 Current weather and travel conditions along with suggested routing for the Assisting Party's return.

- B. The Assisting Party shall, as appropriate, include the following in their Deactivation:
 - B.1 Return of any Equipment, material, or supplies, provided by the Requesting Party.
 - B.2 Provide any information that may be of value to the Requesting Party in their critique of response efforts.
 - B.3 Estimation as to when invoice will be available.
 - B.4 Invoice to include detail under headings such as labor charges (including hours) by normal time and overtime, payroll taxes, overheads, material, vehicle costs, fuel costs, Equipment rental, telephone charges, administrative costs, employee expenses, and any other significant costs incurred.
 - B.5 Retention of documentation as specified in Section 5.3 of the Mutual Assistance Agreement.
 - B.6 Confirmation that all information pertaining to the building, modification, or other corrective actions taken by the Assisting Party have been appropriately communicated to the Requesting Party.

ATTACHMENT F

Letter Requesting Assistance

Date

Assisting Party Name

Assisting Party Address

In recognition of the personnel, material, Equipment, supplies and/or tools being sent to us by [name of Assisting Party] in response to a request for mutual assistance made by [Requesting Party] on [date of request], we agree to be bound by the principles noted in the California Utilities Emergency Association Mutual Assistance Agreement (Electric and Natural Gas).

(Brief Statement of Assistance Required)

[Requesting Party Name]

[Authorized Representative of Requesting Party].

[Signature of Authorized Representative of Requesting Party]

ATTACHMENT G

SUPPLEMENTAL INVOICE INFORMATION

Sections 4 and 5 of this Mutual Assistance Agreement provide for the accumulation of costs incurred by the Assisting Party to be billed to the Requesting Party for Assistance provided. Each utility company has their own accounts receivable or other business enterprise system that generates their billing invoices. Generally these invoices do not provide for a breakdown of costs that delineate labor hours, transportation costs, or other expenses incurred in travel to and from the Assistance, or the subsequent repair of equipment that may be necessary.

This attachment provides guidelines, format and explanations of the types of cost breakdown, and supportive information and documentation that are important to accompany the invoice for providing of mutual assistance. It is intended to provide sufficient information to the Requesting Party at the time of invoice to minimize an exchange of detail information requests that may delay the payment of the invoice.

This information in no way eliminates the requesting Party's ability to audit the information or request additional cost detail or documentation.

Supplemental Invoice Information is a recommendation and not a requirement.

The form is available electronically from the Agreement Custodian.



CUEA MUTUAL ASSISTANCE AGREEMENT
(ELECTRIC – NATURAL GAS)
SUPPLEMENTAL INVOICE INFORMATION

This supplemental invoice information detail is submitted pursuant to Sections 4.0 and 5.0 of the CUEA, Mutual Assistance Agreement for Electric and Natural Gas, for assistance provided. (RP = Requesting Party, AP = Assisting Party)

AP Invoice Date: _____	RP Purchase Order # 1 _____
AP Invoice #: _____	RP Reference or W/O# 2 _____
Bill To: 3 (Requesting Party)	Remit To: 4 (Assisting Party)
Address: _____ _____ _____	Address: _____ _____ _____
Phone: _____	Phone: _____
Attention: 5 _____	Attention: 6 _____
Name or Description of Event: _____	
Location of Assistance or Event: _____	
Assistance / Billing Period: _____	From: 7 _____ To: 8 _____

Date Assistance Accepted: _____

Date Demobilization Complete: _____

LABOR 1: Employee Wages and Salary while at RP Service Area **9**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums:	_____	_____	_____	LABOR 1 Subtotal: _____

LABOR 2: Employee Wages and Salary while traveling to and from RP Service Area **10**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums:	_____	_____	_____	LABOR 2 Subtotal: _____

LABOR 3: Employee Wages and Salary of service and support personnel not traveling to RP Service Area **11**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums:	_____	_____	_____	LABOR 3 Subtotal: _____

LABOR 4: Overtime Wages and Salary Incurred in AP Service Area as a Result of Assistance **12**

Labor:	Hours	Wages	Additives	
Overtime and Premiums:	_____	_____	_____	LABOR 4 Subtotal: _____

LABOR TOTAL **TOTAL Wages, Salaries and Payroll Additives:** _____

MATERIALS: Cost of materials, supplies, tools, and repair or replacement of non-fleet equipment used in assistance **13**

MATERIALS TOTAL **TOTAL Materials, Equipment, etc. and Additives:** _____

TRANSPORTATION: Cost of vehicles and equipment including parts and repairs and Additives (No Wages)

Fleet Costs: (Hourly or Use Charge for vehicles and equipment and Additives) **14** _____

Repair Costs: (Cost of repair or replacement of vehicles and equipment, excluding labor) **15** _____

TRANSPORTATION TOTAL **TOTAL Vehicles, Equipment, etc. and Additives:** _____

EXPENSE: Cost of transporting employees and equipment, to and from RP's Service area, and living expenses not provided by RP.

Transportation Expense: Cost to transport vehicles and equipment (fleet) to and from RP Service Area **16** _____

Travel Expense: Cost to transport personnel, airfare etc., (non-fleet equip/tools) to and from RP Service Area **17** _____

Living Expense: Cost of meals, lodging and incidentals not provided by RP or incurred during travel **18**

Meals: _____	Lodging: _____	Incidentals: _____
EXPENSE TOTAL TOTAL Transportation, Travel and Living and Additives: _____		

ADMINISTRATIVE & GENERAL COSTS: Cost properly allocable to the Assistance and not charged in above sections **19**

ADMINISTRATIVE & GENERAL TOTAL

TOTAL Administrative & General: _____

All costs and expenses of Assisting Company are summarized in this Invoice.

Pay This Amount: _____

(A Form W-9, Request for Taxpayer Identification Number and Certification, has been included with this invoice.) **20**

Instructions and Explanations

This information provides a breakdown of costs incurred in the providing of assistance, and is intended to provide sufficient details to allow Requesting Party to expedite payment by minimizing requests for detailed information. This detailed breakdown, and supportive documentation, should supplement the remittance invoice normally generated by the utility's business enterprise or accounts receivable systems.

Reference Section Explanations: (Numbers correspond to sections on preceding supplemental invoice page(s).)
(Information in parentheses and italics are references to the related section of the CUEA MAA)

- 1** If Requesting Company has designated a Purchase Order to be used for this remittance, provide the PO number in this space.
- 2** If Requesting Company has designated a Work Order or Tracking number to be used for this remittance, provide the number here.
- 3** This "Bill To" address is designated by the Requesting Party and may be the same as the Billing / Payment Address as it appears on the Assisting Company's "Attachment B" of the Agreement. (Sec. 4.2)
- 4** This "Remittance Address" is the address specified on the Assisting Company's Primary Invoice.
- 5** The person identified in Billing / Payment section of Requesting Party's "Attachment B", or Authorized Representative, or the Requesting Party's designated Mutual Assistance Coordinator.
- 6** The person identified in Billing / Payment section of Requesting Party's "Attachment B", or Authorized Representative, or the Assisting Party's designated Mutual Assistance Coordinator.
- 7** The date the assistance was agreed to commence. (Sec. 3.2)
- 8** The date the assistance demobilization is complete. (Sec. 3.7) *(Note: subsequent repair or replacement costs incurred by the AP may be realized and billed past this date, as noticed by the AP to the RP in writing.)*
- 9** Labor 1: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time worked in the Requesting Party's service area, and does NOT include time or pay for travel to, or from, the Requesting Party's service area. Labor 1 total includes all employees, management and supervision, that physically traveled to the Requesting Party's service area. (The numbers are reported as totals for Hours, Wages, and Additives (premiums and additives reported in same total). Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) (Sec. 4.1(a))
- 10** Labor 2: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time or pay for travel to, or from, the Requesting Party's service area, and does NOT include time worked in RP's service area. Labor 2 total includes all employees, management and supervision, that physically traveled to the Requesting Party's service area. (The numbers are reported as totals for Hours, Wages, and

Additives (premiums and additives reported in same total). Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) (*Sec. 4.1(b)*)

- 11** Labor 3: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time or pay for employees, management, or supervision that is directly attributed to the assistance, but did NOT travel to the Requesting Party's service area. Labor 3 total may include support services in the Assisting party's own service area such as warehouse, fleet, Assistance Liaisons, administrative and coordination personnel. (The numbers are reported as totals for Hours, Wages, and Additives (premiums and additives reported in same total). (Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) (Sec. 4.1)
- 12** Labor 4: This total includes only overtime pay and additives that are incurred by the Assisting Party for emergency response in the Assisting Party's service area, that is directly attributable to the providing of assistance. This total requires detailed support information and explanation provided to the Requesting Party prior to the inclusion of costs for assistance. (Sec. 4.1 (f))
- 13** Materials: This total includes all non-fleet equipment, tools and supplies, provided by Assisting Party's warehouse or other supplier that was used, consumed, or has normally applied overhead costs or depreciation, as outlined in the agreement. (Sec. 4.1 (c))
- 14** Transportation: This total includes the hourly or use charge of vehicles and equipment, and normally applies overheads and additives, for all vehicles and equipment used in the providing of assistance. These are direct "Fleet" costs excluding labor, which is included in Labor totals. (Sec. 4.1 (d))
- 15** Transportation: This total includes cost of repair or replacement of vehicles or equipment used in the providing of assistance, by AP, dealer service, or contracted repairs, including all normally applies overheads and additives. These are direct "Fleet" costs excluding labor, which is included in Labor totals. (Sec. 4.1 (d))
- 16** Transportation Expense: This total includes only the incurred costs of transporting, by contractor or entity other than the AP or RP, the fleet vehicles and equipment to RP's service area, and return to AP's home base. (Supportive information such as contract carrier's invoice or trip tickets is recommended.)
- 17** Travel Expense: These include all costs incurred by AP for the transportation of personnel to and from the RP's service area. These include airfare, cab fare, rental vehicles, or any other transportation not provided by the RP. It also included the transportation or shipping costs of non-fleet tools or equipment to and from the RP's service area. (Sec. 4.1)
- 18** Living Expense: This includes all meals, lodging, and incidentals incurred during travel to and from RP's service area. It includes any of these costs incurred while working in the RP's service area that were not provided by the RP. (Sec. 4.1(b))
- 19** Administrative and General Costs: This includes all costs that are allocable to the Assistance, to the extent that they are not included in all the foregoing costs identified in this invoice. (Sec. 4.1(e))

- 20** Form W-9, Tax Identification and Certification: This standard tax form should be completed and accompany this form, unless such information has been previously transmitted to the Requesting Company.