

National Mutual Aid Agreement

Mutual Aid Playbook Attachment A

The American Public Power Association (APPA) / National Rural Electric Cooperative Association (NRECA) National Mutual Aid Agreement, approved by the Federal Emergency Management Agency (FEMA), ensures that personnel and resources from other utilities can be used in a Level 4 event and supports potential federal reimbursement.

Enrolled utilities make their personnel and resources available for mutual aid efforts and may draw on other utilities' resources in times of need. A utility is not required to assist, however, if management determines it cannot provide aid.

To enroll in the National Mutual Aid Network, utilities must sign the agreement prior to a Level 4 activation. FEMA requires an agreement to be in place before it considers reimbursement of expenses for out-of-state utility restoration work. The standard "one-page" mutual aid agreement can be found on the following page.

MUTUAL AID AGREEMENT

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

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date _____

Entity _____ (name/state)

By _____ (please print)

Title _____

Please send signed agreement to:

American Public Power Association

ATTN: APPA Mutual Aid Team

2451 Crystal Drive, Suite 1000 | Arlington, VA 22202-4804

Email: MutualAid@PublicPower.org | **Fax:** 202-467-2932

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