

MUTUAL AID AGREEMENT

COVID-19 (NOVEL CORONAVIRUS DISEASE 2019) ADDENDUM

The parties to this COVID-19 addendum both acknowledge and agree that they have exchanged, via the American Public Power Association (“**APPA**”) and Florida Municipal Electric Association, Inc., executed forms of the APPA Mutual Aid Agreement, and wish to incorporate into that agreement the following provisions, as completed below, specific to COVID-19 considerations:

1. **No Amendment.** (a) This COVID-19 addendum does not amend the APPA Mutual Aid Agreement, and is not to be interpreted or construed to do so. It provides additional terms to specifically address COVID-19 considerations between the parties.

(b) If any provision below is not completed by the parties, it does not apply.
A marked ☐ box indicates agreement of the parties.

2. **Confirming the Health of Mutual Aid Responders.** To confirm that the Aiding Signatory is providing personnel that are healthy and fit for duty, with respect to COVID-19, the parties agree that:

- (1) ☐ Aiding Signatory will check temperatures and make appropriate inquiries, concerning possible COVID-19 exposure or susceptibility, due to underlying conditions (“**Screening**”), of all of its personnel being sent in response to a request for mutual aid assistance.
 - (2) ☐ Requesting Signatory may conduct additional Screening when Aiding Signatory’s personnel arrive to conduct mutual aid assistance.
 - (3) ☐ Aiding Signatory **OR** ☐ Requesting Signatory will provide for a process for all Aiding Signatory personnel to have a Screening before beginning each work shift, while providing mutual aid assistance to Requesting Signatory.
 - (4) ☐ Any personnel from Aiding Signatory that has a fever will not be permitted to work.
 - (5) Personnel that fail Screening, after leaving Aiding Signatory’s facilities will be ☐ sent home **OR** ☐ isolated in a hotel or other location where Aiding Signatory’s personnel are staying.
 - (6) When an individual fails a Screening, ☐ that individual will be isolated pursuant to clause (5) above, **OR** ☐ that individual and his or her related crew will be isolated pursuant to clause (5) above. For this purpose, “**crew**” is defined as all individuals travelling in the same vehicle or otherwise regularly working in close proximity.
 - (7) ☐ Other measures agreed to between the parties (additional sheets may be added as needed):
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3. **Quarantine and Travel Restrictions.** (a) Requesting Signatory will apprise Aiding Signatory of quarantine and travel restrictions related to COVID-19, to the extent known, that may impact the provision of mutual aid assistance.

(b) In advance of Aiding Signatory deploying personnel or equipment to Requesting Signatory, each party will designate an individual to discuss quarantine and travel restrictions and coordinate the efforts of each party. Again, this discussion must take place in advance of Aiding Signatory's deployment for Requesting Signatory, with parties agreeing as how to address the following topics:

- ☐ expectations for isolation, or not, of Aiding Signatory crews while performing mutual aid assistance;
 - ☐ expectations for isolation, or not, of Aiding Signatory crews while not working;
 - ☐ use of Requesting Signatory spotters (i.e., bird dogs) for Aiding Signatory crews;
 - ☐ use of social distancing protocols, applicable to mutual aid efforts and circumstances;
 - ☐ manner of conducting daily tailgate meetings, using social distancing protocols, or conducting such tailgate meetings using remote technology resources available for cell phones, such as Microsoft Teams, Zoom, or WebEx;
 - ☐ work assignments and instructions of Requesting Signatory for Aiding Signatory's crews and personnel, and how such particular direction will be communicated; or
 - ☐ other items (additional sheets may be added as needed):
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(c) After returning home from providing mutual aid assistance to Requesting Signatory, if personnel from Aiding Signatory must be quarantined or isolated under applicable local rules or laws, ☐ Aiding Signatory **OR** ☐ Requesting Signatory is responsible for lost time, paid time off ("PTO"), and other costs directly caused by the loss of such personnel upon returning home due to quarantine or other isolation requirements.

4. **Sick Workers.** (a) If personnel from Aiding Signatory become ill or there is a reasonable belief he or she has been exposed to COVID-19 while performing mutual aid assistance for Requesting Signatory, the following provisions will apply, as indicated by the parties:

Aiding Signatory pays:

- ☐ hotel costs
- ☐ meals
- ☐ time
- ☐ separate travel costs, if any

Requesting Signatory pays:

- ☐ hotel costs
- ☐ meals
- ☐ time
- ☐ separate travel costs, if any

If it is indicated that time will be compensated above, the parties agree as follows (additional sheets may be added as needed): _____

(For example, only: each whole or partial day that an individual cannot work – 8 hours of straight time.)

(b) If an Aiding Signatory individual becomes ill or there is a reasonable belief he or she has been exposed to COVID-19, Aiding Signatory will ☐ prohibit each such individual from working or from performing further work, immediately remove such individual from the field, and provide for his or her isolation, **OR** ☐ otherwise, take the following actions (additional sheets may be added as needed): _____

(c) If personnel from Aiding Signatory become ill within two weeks after returning home, and it is reasonably believed such individual has contracted COVID-19 in association with the mutual aid assistance for Requesting Signatory, the following provisions will apply, as indicated by the parties:

Aiding Signatory pays:
☐ lost time and PTO
☐ other costs, indicated below

Requesting Signatory pays:
☐ lost time and PTO
☐ other costs, indicated below

If it is indicated that lost time or other costs will be compensated above, the parties agree as follows (additional sheets may be added as needed): _____

(For example, only: reimburse actual sick time or PTO costs incurred by Aiding Signatory.)

(d) Aiding Signatory agrees to provide a copy of its pay policies or union contracts, or both, governing pay for personnel provided for mutual aid assistance, and any other documentation that may be requested by Requesting Signatory in order to permit Requesting Signatory to comply with Federal Emergency Management Administration (“**FEMA**”) documentation requirements.

5. **Incorporation of ESCC Guidelines for Mutual Aid Assistance.** The Electricity Subsection Coordinating Council (“**ESCC**”) has developed guidance entitled *Assessing and Mitigating the Novel Coronavirus (COVID-19)*, updated April 20, 2020, and which may continue to be updated, which addresses the impacts of COVID-19 on the provision of mutual aid assistance and provides a Pandemic Mutual Aid Assistance Checklist (collectively, the “**ESCC Guidance and Checklist**”). Accordingly, the parties agree:

- ☐ to incorporate the ESCC Guidance and Checklist,
 - ☐ NOT incorporate the ESCC Guidance and Checklist, **OR**
 - ☐ other, as follows (additional sheets may be added as needed): _____
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6. **Personal Protection Equipment.** The parties will discuss in advance of Aiding Signatory's deployment for mutual aid assistance to Requesting Signatory, the use and provision of personal protection equipment ("PPE") related to COVID-19 for mutual aid assistance and at other times while Aiding Signatory's personnel are away from their home territory. The parties further agree as follows:

- (1) ☐ Aiding Signatory **OR** ☐ Requesting Signatory will provide/pay for COVID-19 related PPE.
 - (2) ☐ Aiding Signatory **OR** ☐ Requesting Signatory will provide/pay for hand sanitizer and similar consumable safety materials.
 - (3) ☐ Aiding Signatory **OR** ☐ Requesting Signatory will provide/pay for the sanitizing of vehicles and equipment used in mutual aid assistance efforts.
 - (4) If radios are required for local communications among Aiding Signatory personnel,
☐ Aiding Signatory **OR** ☐ Requesting Signatory will provide radios.
 - (5) COVID-19 related PPE must be worn: ☐ during all work hours, ☐ at all times when an individual is outside of sleeping quarters, **OR** ☐ as otherwise indicated below (additional sheets may be added as needed): _____
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7. **Enforcement; Public Inquiry.** (a) Requesting Signatory will apprise Aiding Signatory of its state, local, and utility-specific rules related to health safety and COVID-19 ("**Local COVID-19 Rules**") that may impact the provision of mutual aid assistance. Unless otherwise indicated below, Aiding Signatory agrees to assist in the communication of Local COVID-19 Rules to its personnel, which is the primary responsibility of Requesting Signatory, and provide assistance and cooperation in compliance with Local COVID-19 Rules, as follows:

- (1) ☐ Aiding Signatory **OR** ☐ Requesting Signatory will be responsible for enforcing compliance by Aiding Signatory personnel with Local COVID-19 Rules.
 - (2) Discipline of individuals, including a decision to limit or prohibit an individual from performing mutual aid assistance due to a failure to comply with Local COVID-19 Rules is a decision of ☐ Aiding Signatory **OR** ☐ Requesting Signatory.
 - (3) If rules related to COVID-19, other than Local COVID-19 Rules, will be applicable to the mutual aid assistance, the parties must describe those here, including any agreed-to exceptions or variances from Local COVID-19 Rules (additional sheets may be added as needed): _____
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(b) Aiding Signatory and Requesting Signatory agree to cooperate with regard to any inquiry from the public, policy makers, or media outlets with regard to COVID-19 matters and Aiding Signatory's compliance with Local COVID-19 Rules. The parties, therefore, agree that ☐ Aiding Signatory **OR** ☐ Requesting Signatory will be responsible for responding to such inquiries. Each party will notify the other if it receives such an inquiry, and will endeavor to provide an advance copy, if possible, of any written or recorded response. In the event no advance copy can reasonably be provided pursuant to the previous sentence, the parties agree that they will promptly share afterward any written or recorded response with the other party. For these purposes, each party designates the following individual as its public inquiry spokesperson, with responses to inquiries being the primary responsibility of the following individuals:

Aiding Signatory

Name: _____

Cell No. _____

Email: _____

Requesting Signatory

Name: _____

Cell No. _____

Email: _____

8. **Invoicing COVID-19 Related Costs.** Because of the possibility that COVID-19 related costs may be eligible for some reimbursement for the Requesting Signatory (from FEMA or otherwise), Aiding Signatory agrees that on invoice(s) for mutual aid work to which this addendum relates, such invoices will note, call-out, or highlight in some fashion which of the costs are related specifically to COVID-19 protections, and elections made in this addendum, as far as is reasonably possible. Further, the parties agree to reasonably cooperate with one another on FEMA documentation requirements, including documentation for pay described in section 4(d), to facilitate Requesting Signatory's FEMA reimbursement activities.

9. **Other Matters.** By the use of the space below or additional sheets (as needed), the parties may address other matters related to COVID-19, or as they otherwise agree, and provide the following: _____

[Authorizing Page Follows]

To indicate the parties have reviewed and reached agreement on the applicability of particular provisions of this addendum, which are so indicated herein, an authorized person from each of the Aiding Signatory and Requesting Signatory initials below.

on behalf of
AIDING SIGNATORY

Initials Utility:
 Name:
 Title:

on behalf of
REQUESTING SIGNATORY

Initials Utility:
 Name:
 Title: