

MUTUAL AID AGREEMENT

COVID-19 (NOVEL CORONAVIRUS DISEASE 2019) STATEMENT OF PRINCIPLES

This COVID-19 statement of principles may be used by Florida municipal electric utilities that have exchanged executed forms of the APPA Mutual Aid Agreement, via the American Public Power Association (“**APPA**”) and Florida Municipal Electric Association, Inc., and wish to adhere to the following principles related to COVID-19 concerns when providing mutual aid assistance:

1. **No Amendment.** This document is a statement of principles between an Aiding Signatory and Requesting Signatory and does not amend the APPA Mutual Aid Agreement, and is not to be interpreted or construed to do so.

2. **Incorporation of ESCC Guidelines for Mutual Aid Assistance.** The Electricity Subsector Coordinating Council (“**ESCC**”) has developed guidance entitled Assessing and Mitigating the Novel Coronavirus (COVID-19), updated May 11, 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, as applicable (see <https://www.electricitysubsector.org>).

3. **CDC Guidance for Critical Infrastructure Workers With Exposure to Suspect or Confirmed Cases of COVID-19.** The parties recognize that the Centers for Disease Control and Prevention (CDC) has provided guidance for Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19 (“**CDC Guidance for CIW**”). To ensure continuity of operations of essential functions, the CDC Guidance for CIW permits critical infrastructure workers to continue work following potential or confirmed exposure to COVID-19 provided they remain asymptomatic and additional precautions are implemented to protect employees and the community. A Requesting Signatory that intends to follow the CDC Guidance for CIW and permit crews to continue working following a potential or confirmed exposure shall notify the Aiding Signatory when requesting mutual aid. (see <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>)

4. **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 understand that:

- (1) Any personnel from Aiding Signatory that has a fever will not be permitted to work. As used in this principles document, pursuant to U.S. Centers for Disease Control and Prevention (“**CDC**”) guidelines, “**fever**” is a measured body temperature of 100.4° (degrees Fahrenheit) or higher.
- (2) Aiding Signatory will check temperatures for fever and make appropriate inquiries, concerning possible COVID-19 symptoms, exposure, or susceptibility, due to underlying

conditions (“**Screening**”), of all of its personnel prior to being sent in response to a request for mutual aid assistance.

- (3) Requesting Signatory may conduct additional Screening when Aiding Signatory’s personnel arrive to conduct mutual aid assistance. Any of Aiding Signatory’s personnel that fail to pass such additional screening, upon arrival, may be immediately released by Requesting Signatory, with all costs for the released personnel to be borne by Aiding Signatory.
 - (4) Requesting Signatory will provide for a process for all Aiding Signatory personnel to have a Screening before beginning each day’s work, while providing mutual aid assistance to Requesting Signatory (a “**Daily Screening**”). Aiding Signatory lead personnel will ensure Daily Screenings are performed for all Aiding Signatory individuals.
 - (5) Personnel that fail Screening, after leaving Aiding Signatory’s facilities may be sent home or isolated in a hotel or other location where Aiding Signatory’s personnel are staying, subject to section 7.
 - (6) When an individual fails a Screening, that individual and his or her related crew may be isolated pursuant to clause (5) above, unless Requesting Signatory agrees the remainder of the crew can perform mutual aid assistance work in isolation, without need to integrate or interact with any other crew. For this purpose, “**crew**” is defined as all individuals travelling in the same vehicle or otherwise regularly working in close proximity.
 - (7) Once Aiding Signatory completes mutual aid assistance work for Requesting Signatory, Aiding Signatory will perform screening on all of its personnel, if Aiding Signatory’s personnel will be traveling to perform mutual aid assistance for another utility (“**demobilization screening**”). If such demobilization screening indicates that any of Aiding Signatory’s personnel display COVID-19 symptoms, Aiding Signatory will immediately notify Requesting Signatory. If any of Aiding Signatory individuals exhibit COVID-19 symptoms or test positive for COVID-19 within 10 days of leaving Requesting Signatory’s territory, Aiding Signatory must notify Requesting Signatory immediately so that Requesting Signatory can take appropriate actions, including contact tracing.
 - (8) To the extent that COVID-19 rapid tests are available to Requesting Signatory, it may require Aiding Signatory’s personnel to submit to the administration of rapid tests, in lieu or in addition to Screening measures, both upon arrival of Aiding Signatory and periodically during mutual aid assistance efforts.
 - (9) Other measures agreed to between the parties may be added here (additional sheets may be added as needed):
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5. **Minimize Potential Exposure For Crews.** To minimize potential exposure to COVID-19 Requesting Signatory will take steps in an effort to minimize person-to-person and close contacts between Aiding Signatory and Requesting Signatory crews. Requesting Signatory will attempt to minimize the movement of Aiding Signatory crews to different regions within its

territory by assigning the same Aiding Signatory crews to the same work areas, as practical, and using no-contact material distribution, material staging or drop points. Aiding Signatory and Requesting Signatory crews should remain segregated from one another to the extent possible and should not be comingled, including during non-working times such as breaks and meals.

6. **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. This discussion must take place in advance of Aiding Signatory's deployment for Requesting Signatory, with parties agreeing on how to address COVID-19 considerations, including the following topics:

- (1) expectations for isolation, or not, of Aiding Signatory crews while performing mutual aid assistance;
 - (2) expectations for isolation, or not, of Aiding Signatory crews while not working;
 - (3) use of Requesting Signatory spotters (i.e., bird dogs) for Aiding Signatory crews;
 - (4) use of social distancing protocols, applicable to mutual aid efforts and circumstances;
 - (5) 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;
 - (6) work assignments and instructions of Requesting Signatory for Aiding Signatory's crews and personnel, and how such particular direction will be communicated; or
 - (7) other items may be added here (additional sheets may be added as needed):
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(c) If (1) Requesting Signatory is within an area designated as a COVID-19 hot spot by the U.S. Centers for Disease Control and Prevention and (2) after returning home from providing mutual aid assistance to Requesting Signatory, personnel from Aiding Signatory must be quarantined or isolated under applicable local rules, laws, emergency orders, or Aiding Signatory utility-specific rules, then 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, not to exceed 3 regular working days (24 hours).

7. **Sick Workers.** Requesting Signatory shall have a contact tracing plan in place in the event an individual tests positive or reports symptoms related to COVID-19, and Aiding Signatory personnel agree to provide all relevant information when requested. Any individual from Aiding Signatory that fails a Daily Screening or reports symptoms associated with COVID-19 while performing mutual aid assistance work for Requesting Signatory will be subject to: (1) being

released from mutual aid assistance work by Requesting Signatory, or (2) sent for COVID-19 testing and retained in isolation for a period of not to exceed 4 days, all at the cost of Requesting Signatory, until a negative test result is provided. Requesting Signatory may release any individual with a positive COVID-19 test. Requesting Signatory reserves the right to take either action outlined in the preceding sentences, based on its assessment of the impact on system restoration efforts. Further, Requesting Signatory may take the same action with regard to any additional Aiding Signatory personnel who shared lodging or came into close contact with the affected individual. The CDC defines close contact as someone who was within 6 feet of an infected person for at least 15 minutes within 48 hours before illness onset. For Aiding Signatory personnel released pursuant to this section 7, Requesting Signatory will only pay for return travel costs and labor costs associated with such travel after such release.

8. **Personal Protective 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 protective 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. It is expected that Aiding Signatory will travel for mutual aid assistance with COVID-19 related PPE and sanitizing supplies. The parties further understand:

- (1) Aiding Signatory will provide/pay for COVID-19 related PPE.
- (2) Aiding Signatory will provide/pay for hand sanitizer and similar consumable safety materials.
- (3) Aiding Signatory will provide/pay for the sanitizing of vehicles and equipment used in mutual aid assistance efforts.
- (4) Requesting Signatory will restock Aiding Signatory's supply of PPE, sanitizer, and other consumable safety materials expended in Aiding Signatory's mutual aid assistance efforts on behalf of Requesting Signatory.
- (5) If radios are required for local communications among Aiding Signatory personnel, Requesting Signatory will provide radios.
- (6) COVID-19 related PPE (face masks) for Aiding Signatory personnel are not required when working or interacting only among Aiding Signatory's personnel, but required when working or interacting with individuals outside of Aiding Signatory's crews.

9. **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. 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 will be responsible for enforcing compliance by Aiding Signatory personnel with Local COVID-19 Rules.
- (2) Aiding Signatory personnel who do not comply with Local COVID-19 Rules will be sent home, with no reimbursement from Requesting Signatory for return-to-home travel costs.

- (3) If rules related to COVID-19, other than Local COVID-19 Rules, will be applicable to the mutual aid assistance, the parties may describe those here, including any agreed-to, permissible exceptions or variances from Local COVID-19 Rules (additional sheets may be added as needed):

(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 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: _____

10. **Invoicing COVID-19 Related Costs.** (a) 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.

(b) 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 statement of principles relates, such invoices will note, call-out, or delineate in some fashion which of the costs are related specifically to COVID-19 protections and adherences to this statement of principles, 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 this section 10, to facilitate Requesting Signatory's FEMA reimbursement activities.

11. **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: _____

To indicate the parties have reviewed and reached agreement on the applicability of this statement of principles 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: