

FLORIDA ELECTRIC POWER COORDINATING GROUP, INC.
MUTUAL AID AGREEMENT

ARTICLE I. PURPOSE

The purpose of this agreement is to formally document procedures for mutual aid, established through many years by the Electric Utilities in the State of Florida, to provide a uniform method whereby electric utilities sustaining physical damage from natural disasters could obtain emergency assistance, in the form of personnel, equipment, and materials, from other electric utilities. Participation in this agreement is not limited to the Florida Electric Power Coordinating Group, Inc. (FCG) member systems.

ARTICLE II. DEFINITIONS

A. AGREEMENT - The FCG Mutual Aid Agreement. The original Agreement and all signatory pages shall be kept at the FCG office.

B. PARTICIPATING UTILITY - Any electric utility which executes this Mutual Aid Agreement.

C. REQUESTING UTILITY - Any participating utility which sustains physical damage to its electrical system due to a natural or other disaster and seeks assistance pursuant to this Agreement.

D. ASSISTING UTILITY - Any participating utility which agrees to provide assistance to a requesting utility pursuant to this Agreement.

E. AUTHORIZED REPRESENTATIVE - An employee of a participating utility authorized by that utility to request or offer assistance under the terms of this Agreement. A list of the authorized representatives for each

participating utility shall be attached to this Agreement (as Appendix A) and shall be updated annually as required.

F. PERIOD OF ASSISTANCE - The period of time beginning with the departure of any personnel of the assisting utility from any point for the purpose of traveling to the requesting utility in order to provide assistance and ending upon the return of all personnel of the assisting utility, after providing the assistance requested, to their residence or place of work, whichever is first to occur. The period of assistance shall include, however, any portion of the trip to the requesting utility or the return trip from the requesting utility during which the personnel of the assisting utility are engaged in a course of conduct reasonably necessary to their safe arrival or to the performance of the assistance required by the requesting utility.

ARTICLE III. PROCEDURE

In the event that a participating utility becomes a requesting utility, the following procedure shall be followed:

A. The requesting utility shall contact the authorized representative of one or more of the participating utilities and provide them with the following information:

1. a general description of the damage sustained by the requesting utility's system;
2. the part of the electrical system for which assistance is needed, e.g., generation, transmission, substation, or distribution;

3. the amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
4. the present weather conditions and the forecast for the next twenty-four hours or longer; and
5. a specific time and place for a representative of the requesting utility to meet the personnel and equipment of the assisting utility.

B. When contacted by a requesting utility, the authorized representative of a participating utility shall assess his utility's situation to determine whether it is capable of providing assistance. No participating utility shall be under any obligation to provide assistance to a requesting utility. If the authorized representative determines that his utility is capable of and willing to provide assistance, he shall so notify the authorized representative of the requesting utility and provide him with the following information:

1. a complete description of the type of personnel, equipment and materials to be furnished to the requesting utility;
2. the length of time the personnel, equipment and materials will be available;
3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
4. the name of the person or persons to be designated as supervisory personnel; and

5. the estimated time when the assistance provided will arrive at the location designated by the authorized representative of the requesting utility.

C. The personnel and equipment of the assisting utility shall remain and shall follow safety and tagging rules of the assisting utility, at all times, under the direct supervision and control of the designated supervisory personnel of the assisting utility. Any conflict or inconsistency between the rules of the assisting utility and requesting utility shall be resolved between respective supervision before the work that gave rise to the conflict or inconsistency is allowed to be performed. Representatives of the requesting utility shall suggest work assignments and schedules for the personnel of the assisting utility; however, the designated supervisory personnel of the assisting utility shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the assisting utility. The designated supervisory personnel of the assisting utility shall maintain daily personnel time records, a log of equipment hours and supplies or material used, be responsible for the operation and maintenance of the equipment furnished by the assisting utility, and report work progress to the requesting utility.

D. The requesting utility shall have the responsibility of providing food and housing for the personnel of the assisting utility 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 utility.

E. Assisting utility shall pay for all repairs on its equipment as determined by its supervisor(s) for maintaining such equipment in safe and operational condition. At the request of the assisting utility, fuels, miscellaneous supplies and minor repairs for the assisting utility's equipment during the period of assistance may be provided by the requesting utility, if practicable.

F. The requesting utility shall have the responsibility of providing communications between the personnel of the assisting utility and the requesting utility.

G. During any period of time when the assisting utility is providing personnel to the requesting utility, the assisting utility remains liable for injury to those personnel to the extent that it would be under the assisting utility's employment contract with its personnel, if applicable, and/or under applicable local, state, and federal laws.

H. The requesting utility should complete a written agreement form, as mutually agreed to in the telephone request to the assisting utility, and telegraph or mail to the assisting utility. A sample form is attached as Appendix B.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

A. PERSONNEL - During the period of assistance, the assisting utility shall continue to pay its employees according to its then

prevailing rates, rules, regulations, and contracts. The requesting utility shall reimburse the assisting utility for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts by the Federal Energy Regulatory Commission.

B. EQUIPMENT - The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to the assisting utility's preestablished hourly and/or mileage rate.

C. MATERIALS AND SUPPLIES - The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the requesting utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.

D. TRAVEL EXPENSES - The assisting utility shall be reimbursed for the reasonable expenses for the meals, lodging, and travel (not included in paragraph III-D above) for the personnel while enroute to and from the requesting utility's designated place.

E. PAYMENT - Unless mutually agreed otherwise, the assisting utility shall bill the requesting utility for all reimbursable expenses not later than ninety (90) days following the period of assistance. The requesting utility shall pay the bill in full not later than thirty (30)

days following the billing date. Unpaid bills shall become delinquent upon the 31st day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

ARTICLE V. INSURANCE

Each participating utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.

ARTICLE VI. MUTUAL AID TASK FORCE

The Task Force shall be comprised from the authorized representatives of all participating utilities. This Task Force shall meet biennially or more frequently as may be determined by its coordinator. The coordinator's responsibility shall be rotated among the authorized representatives on two (2) year intervals and, as practicable, in alphabetical order of the participating utilities. The coordinator shall confirm annually the list of participating utilities, as well as the roster of the authorized representatives and, when appropriate, provide updated information to each participating utility and FCG's office. The Task Force shall develop and revise as required data forms and detailed procedures consistent with the general terms and conditions outlined in this Agreement. Furthermore, the Task Force shall review from time to time this document and suggest amendments as required for adoption by the participants in the Mutual Aid Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the

July

executes this Florida Electric Power Coordinating Group, Inc. Mutual Aid
Agreement this 26th day of May, 1987.

ATTEST: