

EXECUTION VERSION

AMP CONTRACT NO. C-11-2012-9365

**CITY OF COLUMBUS
AMP MEMBER MUTUAL AID AGREEMENT**

This Mutual Aid Agreement is entered into this _____ day of _____, 2013, between the City of Columbus, Ohio, American Municipal Power, Inc., (herein “AMP”) and other participating members of AMP.

WHEREAS, American Municipal Power, Inc., (herein “AMP”) organizes and coordinates a Mutual Aid Program for the benefit of its member municipalities, wherein individual member municipalities in need of assistance in the restoration of utility service to customers during times of extreme weather, acts of god, or other natural and manmade disasters or catastrophes (herein “Emergency”) can contact other participating members municipalities to request such aid; and

WHEREAS, the Council of the City of Columbus, Ohio (herein “Signatory”) enacted Ordinance No. _____ which authorizes the participation in the AMP Mutual Aid Program and execution of a Mutual Aid Agreement with AMP, as Agent for the Participants, and other AMP member municipalities, both intrastate and interstate, which have municipal electric systems; and

WHEREAS, legislative authorities of other AMP member municipalities, both intrastate and interstate, have enacted, or are expected to enact, legislation authorizing the execution of a Mutual Aid Agreement with other intrastate and interstate AMP member municipalities (herein “Participants”); and

WHEREAS, other Participants have executed, or are expected to execute, the Mutual Aid Agreement; and

WHEREAS, execution of the Mutual Aid Agreement will promote the public health, safety and welfare by providing a network of municipalities capable of providing assistance should the Signatory need such assistance in the event of an Emergency.

NOW THEREFORE, in exchange of mutual consideration, which AMP, Signatory and other Participants acknowledge the sufficiency and receipt of, the Parties agree as follows:

Article I – AMP Functions

1.1 AMP, acting as Agent on behalf of the Participants, organizes and assists in the operation of the Mutual Aid Program to allow for the exchange of assistance between AMP members during times of an Emergency. To facilitate the Mutual Aid Program, AMP collects and organizes information identifying those members who are active participants in the Mutual Aid Program; maintains a list of each Signatory's emergency contacts and any other information deemed necessary by AMP's Mutual Aid Committee and its Board of Trustees; maintains current information of the Mutual Aid Sector Coordinators; and distributes Mutual Aid Sector Coordinators and Participants' information to the Signatory.

1.2 AMP also assists in the functions of the AMP Mutual Aid Committee. The AMP Mutual Aid Committee consists of individuals appointed by the Chairman of the AMP Board of Trustees and the Mutual Aid Sector Coordinators. The purpose of the Mutual Aid Committee is to provide oversight of the Mutual Aid Program through the creation and implementation of policies and procedures for governing the operation of the Mutual Aid Program.

Article II – Signatory Responsibilities

2.1 The Signatory and other Participants shall provide AMP with the name or names of employees that can be contacted by a requesting municipality seeking aid and any other information deemed necessary by AMP to facilitate the Mutual Aid Program. At a minimum, the information provided shall include information as to how to contact the employee or employees of the Signatory that have responsibility and authority to respond to a request for aid, twenty-four (24) hours a day/seven (7) days a week. AMP maintains a list of each Signatory's contact information. It shall be the responsibility of each Signatory to provide AMP with the most update and current contact information. Each Signatory shall be responsible for notifying AMP of any changes, revisions or alterations to the Signatory's contact information. AMP shall distribute each Signatory's contact information to all Participants.

2.2 The Signatory and Participants shall be organized into sectors based upon the geographical locations of the Participants. The Participants shall appoint a Mutual Aid Sector Coordinator for each sector. The Mutual Aid Sector Coordinator shall be an employee of one of the Participants from the respective sector. The Mutual Aid Sector Coordinator shall be responsible for assisting a Requesting Municipality in obtaining the requested aid from other Participants as set forth below. The Mutual Aid Sector Coordinator shall be considered within the scope of his/her employment when providing the services set forth in this Agreement.

Article III – Requesting and Providing Aid

3.1. When a Signatory is experiencing an Emergency, the Signatory may request (herein “Requesting Municipality”) aid from other Participants in accordance with the terms and conditions of this Agreement. The determination of the existence of an Emergency shall be in the sole discretion of the Requesting Municipality.

3.2. In order to receive aid, the Requesting Municipality shall first contact the Mutual Aid Sector Coordinator for the Requesting Municipality’s respective sector. The Requesting Municipality shall provide the following information to the Mutual Aid Sector Coordinator:

- a. The nature of the Emergency;
- b. The type of aid being requested including estimates of the amount of manpower and equipment being requested
- c. An estimate of the length of time that such aid will be needed; and
- d. The sites where the aid is to be rendered along with a designated meeting place and designated contact person for the Requesting Municipality.

3.3. To the extent practical under the circumstances, such request shall be in writing and faxed to the Mutual Aid Sector Coordinator, otherwise, such information may be communicated by any means available. The Requesting Municipality shall follow up any oral request for aid, or otherwise confirm any request for aid, in writing as soon as reasonably practicable. The failure to follow up any oral request for aid with a written request shall not abrogate a Requesting Municipality’s obligation to reimburse a Responding Municipality’s costs incurred in providing such aid in accordance with the terms of this Agreement.

3.4. The Mutual Aid Sector Coordinator shall first contact Participants in the Requesting Municipality’s sector to determine which Participants, if any, are capable of providing the Requesting Municipality with the requested aid. If no Participants in the respective sector are capable of providing the requested aid, then the Mutual Aid Sector Coordinator shall then contact other Mutual Aid Sector Coordinators in an effort to find other Participants who are capable of providing the requested aid to the Requesting Municipality.

3.5. In the event the Requesting Municipality is not successful in contacting the Mutual Aid Sector Coordinator for its respective sector, then the Requesting Municipality may contact a designated contact at AMP. The Requesting Municipality shall provide the AMP designated contact with the same information that the Requesting Municipality is to furnish to the Mutual Aid Sector Coordinator. AMP then shall endeavor to contact various Participants in the Requesting Municipality’s sector to determine which Participants, if any, are capable of providing the Requesting Municipality with the requested aid.

3.6. Upon receipt of a request for aid from a Mutual Aid Coordinator or AMP, due to a corresponding request from a Requesting Municipality, a Participant shall, in its sole discretion, consistent with the proper operation and protection of its own electric generation, transmission and distribution system, determine whether it can spare the manpower and equipment to provide aid to the Requesting Municipality. A Participant providing mutual aid to a Requesting Municipality shall be known as a Responding Municipality.

3.7 The Signatory and Participants agree that the AMP Mutual Aid Committee has the right to alter, amend, change or revise the procedures and/or protocols set forth above from time to time, as deemed necessary and appropriate by the AMP Mutual Aid Committee, for the requesting and coordination of aid from other Participants. AMP shall notify the Signatory and other Participants in writing whenever the AMP Mutual Aid Committee alters, amends, changes or revises the procedures or protocols for requesting aid.

Article IV – Billing and Payment

4.1. The Requesting Municipality shall be obligated to provide, and the Responding Municipality shall be entitled to receive, reimbursement for the following expenses incurred by a Responding Municipality in the provision of requested aid:

- a. Labor and Equipment expenses: AMP's Mutual Aid Committee shall establish by a unanimous vote the authorized reimbursement formula that establishes the expenses that a Responding Municipality is entitled to receive for labor and equipment provided by the Responding Municipality to a Requesting Municipality. The current authorized reimbursement formula for labor and equipment approved by the AMP Mutual Aid Committee, is equal to the total number of man-hours expended rendering aid (including travel time) by employees of the Responding Municipality multiplied by the actual labor rate of those employees being paid by the Responding Municipality while engaged in the response to the request for aid, then multiplied by two (known as equipment factor). The current approved reimbursement formula shall be posted on the Mutual Aid Committee website which is www.wadsworthCity.com/depts/elect/ and then select mutual aid from the column on the right hand side of the screen; and
- b. Expended Materials expenses: A Responding Municipality shall be entitled to be reimbursed for the actual cost of materials and supplies expended in providing aid to the Requesting Municipality such as fuel, utility poles, supports, cross arms, insulators, wire, and the like used to restore utility service in the Requesting Municipality as well as travel expenses incurred in traveling to and from the site of the performance of such aid.

4.2 The Signatory and Participants agree that the AMP Mutual Aid Committee has the right to alter, amend, change or revise the type and nature of expenses that are reimbursable and the formula for calculating reimbursable expenses set forth above from time to time, as deemed necessary and appropriate by the AMP Mutual Aid Committee. AMP shall notify the Signatory and other Participants in writing if the AMP Mutual Aid Committee alters, amends, changes or revises the formula for reimbursement of labor and equipment expenses or materials and supplies expenses and post the revised formula on the Mutual Aid Committee website.

4.3 The format of the invoice from the Responding Municipality to the Requesting Municipality shall be in the format as set forth in Exhibit 1 attached hereto and incorporated by reference. The invoice shall show the labor rate for each employee who provided aid and the number of hours logged in providing aid. In addition, any materials and supplies billed shall be set out separately on the invoice. The Signatory and Participants agree that the AMP Mutual Aid Committee shall have the right to revise or modify the form invoice from time to time as deemed necessary. AMP shall notify the Signatory and other Participants in writing if the AMP Mutual Aid Committee alters, amends, changes or revises the form of the invoice.

4.4 Subject to section 5.2 below, the Requesting Municipality shall promptly reimburse the Responding Municipality providing such aid within thirty (30) days of receipt of an invoice for the expenses set forth above from the Responding Municipality.

4.5 Each Signatory agrees that AMP, the Mutual Aid Sector Coordinator, and the Municipality employing the Mutual Aid Sector Coordinator shall not be liable for any costs incurred by a Requesting Municipality or Responding Municipality arising out of the provision of any aid requested pursuant to this Agreement.

Article V – Miscellaneous

5.1 Subject to section 5.2 below, any loss or damage to equipment of the Responding Municipality incurred while rendering such aid, or traveling to or from the site of such aid, which is not due to an intentional, reckless, or negligent act or omission of the Responding Municipality or its employees, shall be paid by the Requesting Municipality in an amount equal to the actual cost not covered by any applicable insurance.

5.2 Notwithstanding any other provision of this Agreement, the Signatory's maximum obligation to provide any reimbursement provided for herein is limited \$20,000 unless and until additional funds are authorized by ordinance of Columbus City Council and certified for such purpose by the Columbus City Auditor.

It is the City of Columbus' intention to authorize, increase, or renew its maximum financial obligation pursuant to this Agreement in such a manner as to make funds available as necessary, and in recognition thereof, the City of Columbus shall consider proposals for such funding through its City Council as appropriate for a timely increase in the City of Columbus' maximum financial obligation pursuant to the contract.

5.3. All personnel of the Responding Municipality responding to a request for aid shall be deemed acting within the scope of their employment, at all times while engaged in such aid or traveling to or from the site of such aid, to the extent as if those employees were engaged in their normal duties.

5.4. Except for intentional or reckless acts, AMP, the Responding Municipality, or such Responding Municipality's employees, shall not be liable to the Requesting Municipality, its customers, or others, for any damages arising from the rendering of such aid or the failure to respond to a call for aid.

5.5. Each Signatory agrees to waive and release any claims that it may have against the Mutual Aid Coordinator or the Mutual Aid Sector Coordinator's employer arising out of the receipt or provision of aid, or lack of same, pursuant to this Agreement.

5.6. The municipal official designated by each Requesting Municipality and Responding Municipality (herein "Respective Designated Municipal Official") shall have managerial authority over the equipment or personnel engaged in rendering the requested aid.

5.7. This Agreement shall be effective upon its execution by the parties and shall remain in full force and effect for one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year terms. A Signatory may cease participation in the Mutual Aid Program by giving AMP at least thirty (30) days notice of termination. Upon receipt of notice of termination, AMP will notify all other Participants in writing of Signatory's withdrawal from the Mutual Aid Program. Signatory shall be liable to any Responding Municipalities for any aid rendered by the Responding Municipality up through date of termination.

5.8. The Agreement shall be governed by Ohio law.

5.9. Notices – Any notices required to be given to any Signatory pursuant to this Agreement sent via prepaid U.S. certified mail shall be deemed received by the receiving Party on the date signed for as received on the certified mail card. Any notice sent via prepaid U.S. regular mail, by personal service, facsimile, or courier or like service shall be deemed received when received by the receiving Party.

Any notices given or required to be given hereunder to AMP shall be sent to the following address:

AMERICAN MUNICIPAL POWER, INC.
Attn: Assistant Vice President Technical Services
1111 Schrock Road – Suite 100
Columbus, Ohio 43229

Any notices given or required to be given hereunder to the Signatory shall be sent to Signatory's contact address provided pursuant to Article II, paragraph 2.

Said addresses shall be updated by the respective Parties by written notice transmitted in accordance with the provisions of this paragraph to the other Party as necessary. This notice provision shall not apply to communications necessary pursuant to Article III of this Agreement.

5.10. The Participants may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, and with all counterparts being considered one Agreement. This Agreement may only be amended by written agreement of all Participants.

IN WITNESS WHEREOF, the authorized representative of the Signatory has duly executed this Agreement in writing this ____ day of _____, 2013.

CITY OF COLUMBUS, OHIO

APPROVED AS TO FORM

Authorized Municipal Official

Law Director

AMERICAN MUNICIPAL POWER, INC.

APPROVED AS TO FORM

Marc S. Gerken, P.E.
President/CEO

John W. Bentine
Senior Vice President/General Counsel

Exhibit 1

_____, _____
Address _____

In Account With: _____ **Date** _____

 Host Community Name

 Host Community Address

 Host Community Address

Attn: Superintendent – Re: Mutual Aid

Dates Mutual Aid Provided _____

CHARGE
Labor & Vehicle Charge

<u>Employee</u>	<u>Hours</u>		<u>Rate</u>		<u>Total</u>
John Doe	29.4 hrs.	@	\$ 21.28	\$	625.63
Jane Doe	31.2 hrs.	@	\$ 15.01	\$	468.31
Jeff Doe	30.6 hrs.	@	\$ 16.87	\$	516.22

Actual Amount paid to employees rendering aid \$ 1,610.17
 Factor x 2 (Article 4.1 of the Agreement) X2

Amount of Charge for Labor & Equipment

\$ 3,220.33

Material, Supplies & Expenses Charge

<u>Description</u>	<u>Quantity</u>		<u>Unit Price</u>		<u>Total</u>
Crossarms	10 ea	@	\$ 26.00	\$	260.00
Gasoline	20 ea	@	\$ 2.25	\$	45.00
Meals	4 ea	@	\$ 10.00	\$	40.00
Room	1 ea	@	\$125.00	\$	125.00

Subtotal \$ 470.00

Amount of Charge For Material, Supplies & Expenses

\$ 470.00

Total Amount to be billed

\$ 3,690.33

**Note: Vehicle time & fringe benefits are not to be charged.
 These costs are included in the times 2 multiplier.**