

MUTUAL AID AGREEMENT

BETWEEN ALDER MUTUAL LIGHT CO. &

PUBLIC UTILITY DISTRICT NO.1 of LEWIS COUNTY

In consideration of the mutual commitments given herein, each of the Signatories, Alder Mutual Light, herein after referred to as Alder Mutual & Public Utility District No. 1 of Lewis County, herein after referred to as the District, agrees to render aid to the other as follows:

1.) **Request for aid.** The requesting utility agrees to make its request to Alder Mutual's authorized contact, or the District's Superintendent, within a reasonable time after aid is needed, and with reasonable specificity. The Requesting Utility agrees to compensate the Aiding Utility as specified in this agreement and in other agreements that may be in effect between the Requesting and Aiding Utilities. Each Utility will provide to the other 24 hour telephone contact numbers and lists of key personnel authorized to implement Mutual Aid. These contact lists shall be updated annual or when a change occurs.

2.) **Discretionary rendering of aid.** Rendering of aid is entirely at the discretion of the Aiding Utility. 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 Requesting Signatory.** Within sixty (60) days of the end of Mutual Aid being provided, the Aiding Utility shall submit to the Requesting Utility an invoice of all charges related, along with any receipts to the aid provided, pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement. The requesting Utility will pay this invoice within thirty (30) days of its receipt.

4.) **Charges to the Requesting Signatory.** Charges to the Requesting Utility from the Aiding Utility shall be as follows:

A) **Labor Force** Charges for labor force shall be in accordance with the Aiding Utility's usual, reasonable and customary fees and contractual requirements

B) **Equipment** Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Utility, shall be at the usual, reasonable and customary rates for such equipment.

C) **Material** When possible, the Aiding Utility will use Requesting Utility's materials in regards to wire for line replacement, pole changes, and transformer changes to aid in defraying the costs of material from being supplied by outside Agencies. If it is necessary to obtain material from Aiding

Utility's supplies, the Requesting Utility will pay the usual, reasonable and customary prices for such items. A detailed inventory will be provided in the billing to the Requesting Utility.

D) **Transportation.** The Aiding Utility shall transport needed personnel and equipment by reasonable customary means and shall charge the usual, reasonable and customary fees for such transportation.

E) **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 reimbursed at the reasonable and actual costs incurred by the Aiding Utility. Copies of any receipts for meals and lodging shall also be provided to the Requesting Utility.

5.) **Contractual Working Agreements** Each Utility's personnel will work under their own labor contracts including, but not limited to, pay scale, crew structure, and other working conditions.

6.) **Liability** Neither Utility shall be liable for any damage or consequences whatsoever resulting from providing Mutual Aid to the other Utility, resulting from any refusal, failure, or delay in offering to make personnel or equipment available. Each Utility executing this Mutual Aid Agreement hereby agrees to defend the other from and against any and all claims, demands, losses, and damages arising from activities carried out hereunder by such Utility to the extent of such Utility's own negligence.

7.) **Termination** Either Utility may terminate this agreement upon thirty (30) days written notice sent by first class mail and addressed to the other. However, termination of this Agreement shall not relieve any such Utility of any unsatisfied obligation incurred hereunder.

8.) **Execution** This Agreement shall become effective thirty (30) days after the date of the last signature below.

ALDER MUTUAL LIGHT CO., INC



By: Daniel G. Sharpe

Title: President, Board of Directors

Date: 2-20-09

P.U.D. No. 1 of Lewis County



By: Dave Muller

Title: General Manager

Date: 2/17/09