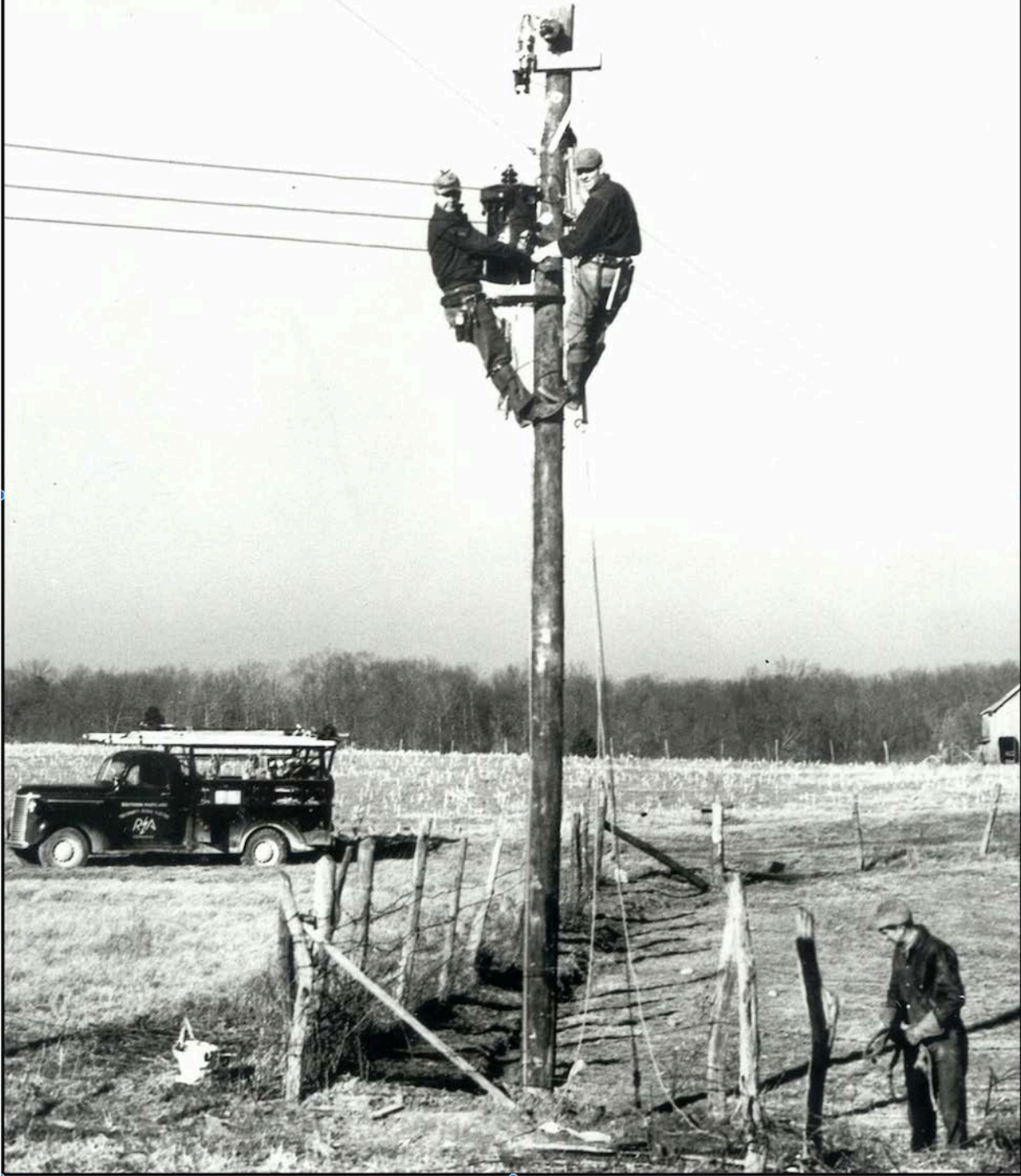


KANSAS ELECTRIC COOPERATIVES MUTUAL AID PLAN



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Mutual Aid Plan

- Revised September 1993
- Reprinted July 1998
- Revised June 2001
- Revised September 2006
- Revised June 2008
- Revised June 2010
- Revised May 2018

FOREWORD

Occasionally, and usually as the result of the elements, a cooperative may be confronted with destruction of its' lines and equipment on a scale that overtaxes its manpower, equipment, and other facilities, resulting in a substantial breakdown of service.

To cope with emergencies of this nature, the participating cooperatives agree to a plan that is essentially a pledge and agreement to come to the aid and assistance of a stricken cooperative.

The term "cooperative" as used in this agreement shall include electric utilities owned or operated by an electric cooperative or a subsidiary of an electric cooperative.

This plan may be amended, added to, or deleted from at any time by majority agreement among the Kansas Managers Association.

The plan pledges the following from each cooperative to the other:

1. That during an emergency on any cooperative, the other cooperatives will, if need be, operate their own systems with a reduced force of personnel and equipment, and release upon request all other personnel and equipment to the system in need. The primary objective during such an emergency shall be to restore service, not to rebuild the damaged system. Temporary service restoration may be accomplished through temporary repairs; unless it is quicker to rebuild the system to specification. The restored system must be left in a safe operating condition.
2. That the cooperatives rendering assistance shall do so at net cost, per terms of this agreement.
3. That the cooperative receiving assistance obligates itself to pay all costs, per terms of this agreement.
4. That the cooperative receiving assistance shall release all borrowed personnel immediately after all service is restored, or sooner if it wishes to do so. The assisting cooperative may recall its personnel if, in its judgment, it is necessary to do so.
5. That each cooperative obligates itself to comply with both the letter and spirit of the understandings reached herein.

AD HOC MUTUAL AID PROGRAM COMMITTEE

Steve Foss, Chairman, FreeState
Dale Short, Butler
Doug Jackson, Rolling Hills
Kathleen O'Brien, Nemaha-Marshall
Scott Whittington, Lyon-Coffey
Mark Scheibe, Heartland
Timothy Power, DS&O
Bruce Mueller, Wheatland

IF OBTAINING ASSISTANCE FROM KEC

KEC recommends cooperatives coordinate mutual aid services through KEC. In a recovery situation where damage is perceived to be isolated and a cooperative chooses to coordinate directly with another cooperative, please inform KEC of that action. This is recommended so that in the event that damage is more widespread than perceived or subsequent damage occurs, KEC can effectively coordinate statewide mutual aid.

In the event some cooperative experiences a storm or disaster and enlists KEC assistance, follow this procedure:

1. Advise KEC of the assistance needed, request equipment of proper size and scope, and personnel;
2. KEC staff shall contact systems having appropriate resources for assistance;
3. Out-of-state assistance shall be coordinated by KEC and the neighboring states' statewide association;
4. KEC shall provide liaison between the assisting cooperative and the cooperative receiving assistance.
5. Cooperatives receiving assistance should advise KEC when restoration efforts are completed before releasing crews.

SAFETY RULES AND ACCIDENT INVESTIGATION

All personnel providing assistance shall be guided by the current Safety Practices, Rules, and Regulations as adopted by their cooperative.

Any accident or near-miss (hereafter "incident") occurring while work is being performed under this mutual aid agreement shall be reported by all parties involved to the general manager of the host cooperative. The general manager of the cooperative receiving assistance shall be responsible for initiating an investigation process of the incident to ascertain the pertinent facts detailing the incident. The accident investigation shall be conducted by qualified person or persons selected by the general managers of each of the cooperatives providing or receiving mutual aid at the time of the incident, or, if those persons cannot agree on the person or persons to conduct the investigation, by a person or persons selected by the current officers of the Kansas Managers Association. Should the incident involve a cooperative(s) at which one of the officers is employed, then such officer(s) shall not appoint the investigator(s) and shall be replaced for this purpose by the immediate past president(s) of the Kansas Managers Association. An investigator(s) shall be named within 24 hours of the incident.

BILLING RESOLUTION COMMITTEE

Disputes between cooperatives concerning interpretations of this agreement in the billing of manpower, equipment, or both under this agreement shall be resolved between the cooperatives. If the dispute cannot be resolved, then the dispute shall be brought before the Kansas Managers Association Mutual Aid Plan Billing Resolution Committee, consisting of the current officers of the Kansas Managers Association, which shall render an opinion on the proper interpretation of the agreement. Should the dispute involve a cooperative(s) at which one of the officers is employed, then such officer(s) shall not serve on the committee and shall be replaced for the consideration of such dispute by the immediate past president(s) of the Kansas Managers Association.

MUTUAL AID PLAN – EMPLOYEE INFORMATION FORM

This sheet is to be filled out by each employee prior to beginning work for a host cooperative. This sheet is to be presented to the host cooperative. Each employee will give this sheet to the person in charge of the operations/line personnel before being sent out to perform assistance. This does not eliminate the need for the host cooperative personnel to inform incoming assistance of all necessary safety regulations and possible difference in procedure.

(PLEASE PRINT)

Assisting Cooperative Name: _____
Address: _____
City/State/Zip Code: _____
Phone Number: _____
Employee Name: _____
Employee's Phone Number: _____
Job Classification/Title: _____
Allergic to What Medicines: _____
Miscellaneous Information: _____
Cooperative Radio Call Sign: _____
Emergency Contact: _____
Emergency Contact Phone #: _____
General Manager/CEO: _____
General Manager/CEO Phone #: _____
Immediate Supervisor: _____
Supervisor's Phone Number: _____
Alternate Cooperative Contact: _____
Alt. Contact's Phone Number: _____
Operations Manager: _____
Op Manager's Phone Number: _____

Authorization:

I hereby release and/or authorize _____ personnel to release any of the
INSERT REQUESTING COOPERATIVE NAME
information above to health providers and/or medical personnel in the event of a medical emergency.

Employee Name (please print): _____

Employee Signature: _____ Date _____

BILLING STATEMENT

DATE: _____
FROM: _____
TO: _____

LABOR – *Employee Timesheets Enclosed*

~	Time	Multiplier	Hours	Rate	Total
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00

BILLING STATEMENT cont.

DATE: _____
FROM: _____
TO: _____

~	Time	Multiplier	Hours	Rate	Total
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00
	Regular			\$	\$
	* Incentive			\$	\$2.00
	Overtime	1.5		\$	\$
	Overtime	2.0		\$	\$
	Overtime	3.0		\$	\$
	* Incentive			\$	\$3.00

BILLING STATEMENT cont.

DATE: _____
FROM: _____
TO: _____

MATERIAL

Number	Unit	Total
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

SUBTOTAL \$ _____

TOTAL \$ _____

[Note: Attached to this billing statement are copies of employee timesheets, miscellaneous expenses and material used.]

RESPONSIBILITIES OF COOPERATIVE RECEIVING ASSISTANCE

1. Plan the organization of all help and integrate all assistance with its own personnel and facilities.
2. Request, review and be familiar with assisting cooperatives work rules.
3. Provide each crew with a map of the system showing a) the area to which they have been assigned, b) source of supply, c) direction of feed, and d) location of sectionalizing equipment.
4. Allow the assisting cooperative crew to work as a unit. Designate one person from the cooperative receiving assistance to serve as a liaison for each crew or group of units operating together. If system maps are not available, then this designation is required.
5. Provide procedures to properly account for a) materials used and retired, b) hours worked by employees, c) distribution of time charged to maintenance, operation, construction, etc., and d) transportation or other equipment.
6. Maintain contact with all units. All operations shall be directed by person or persons who are thoroughly acquainted with the system in the affected area.
7. Provide adequate liability insurance coverage insuring against accidents to third parties arising out of accidents of the assisting personnel and non-ownership coverage (on an excess basis) for accidents involving the assisting cooperative.
8. Establish a line of credit on behalf of assisting cooperatives at a service station to assure that fuel is available during periods when such facilities are normally closed.
9. The cooperative requesting assistance shall prescribe the number of hours to be worked; however, it is strongly recommended to limit the hours worked to no more than 16 hours in a 24-hour period. Under a prolonged duration, the assisting cooperative shall have the prerogative of cutting back hours of work if, in its judgment, it is necessary for the health, safety and welfare of its crew.
10. Set starting time.
11. Set quitting time.
12. Pay through lunch and up to an hour for the evening meal.
13. Pay travel time if lodging is located at a town other than where crew is reporting.
14. Provide and pay for lodging for assisting cooperative personnel. (Personnel may be required to share a motel room with two beds.) In all cases, provide each person his or her own bed.
15. Shall be prepared to cash personal checks of assisting cooperative personnel when necessary, and the assisting cooperative shall guarantee payment.
16. Shall pay the actual and reasonable cost of meals (alcoholic beverages excluded) and necessary incidental expenses. Itemized receipts are required.

RESPONSIBILITIES OF COOPERATIVE PROVIDING ASSISTANCE

1. Dispatch properly-trained and equipped personnel and equipment in good working condition.
2. Complete Employee Information Form for each assisting cooperative employee.
3. Inform its own personnel of all aspects of this agreement.
4. Provide workers compensation insurance coverage for injuries sustained by assisting cooperative personnel, wherever such injuries might occur.
5. Ensure that each cooperative employee leaving home to assist another cooperative has sufficient cash.
6. Bill the cooperative requesting assistance for the actual payroll cost. All hours worked shall be billed to the cooperative requesting assistance at the employee's current job classification and rate of pay and on the same basis as if the work had been performed at the assisting cooperative unless specified differently by contract.
7. Incentive pay shall be billed to the cooperative requesting assistance at \$2.00 per every regular hour worked and \$3.00 for every overtime hour worked.

Example: 40 regular hours x \$2.00 = \$80.00 and 20 overtime hours x \$3.00 = \$60.00

(Note: Overtime hours are any hours over regular hours regardless if overtime rate of pay is billed at 1.5, 2 or 3 times the assisting cooperative employee's current job classification and rate of pay.)

8. Bill for all applicable overheads, but no administrative costs. This will include such items of overhead that the cooperative normally spreads as part of payroll. A fixed percentage for payroll overhead shall not be used.
9. Billing Transportation and Other Equipment
 - Transportation and other equipment shall be supplied by the assisting cooperative only as requested.
 - All maintenance and repair costs shall be paid by the cooperative providing the vehicle.
 - In all cases, vehicles should be operated by only an employee of the cooperative providing the vehicle.
10. Send the following work rules to the general manager of cooperative receiving assistance:
 - Overtime/Straight Time Rules (i.e., 16-hour rule)
 - Holiday and Weekend Rules
 - Start and Stop Time Pay Rules
 - Rest Requirement Rules (i.e., 8-hour rest rule)

TRANSPORTATION REIMBURSEMENT

- Pick-ups: \$12.00 per hour
- 6 x 6 Bucket and 6 x 6 Digger-Derricks: \$55.00 per hour
- Other Trucks: \$35.00 per hour
Example: If a crew works ten hours, then the truck charge will be
 $10 \text{ hours} \times \$35.00 = \$350.00.$
- Specially-Equipped Vehicle or Equipment (not described): Actual cost of operation
- Pole Trailers: No charge
- Actual cost for vehicles fuel and oil to be reimbursed to cooperative providing assistance.

MATERIALS

Major materials are to be supplied to the assisting cooperative only upon their request. Records on material supplied (both major and minor) are to be kept by the assisting cooperative and the assisting cooperative may either return the borrowed materials or reimburse the assisted cooperative for its replacement.

OUT OF STATE

Cooperatives assisting cooperatives in other states shall follow the terms and conditions of this mutual aid agreement.