

**WESTERN REGION
MUTUAL ASSISTANCE AGREEMENT**

For

ELECTRIC AND NATURAL GAS UTILITIES

Effective: 11/14/2003

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WESTERN REGION MUTUAL ASSISTANCE AGREEMENT (Electric and Natural Gas)

DEFINITIONS

The following are definitions of terms as used in this agreement:

Activation: The initiation of the Assistance and administrative process of the agreement including: request for Assistance, assessing and communicating the scope of assistance request, assessing and communicating the resources available for Assistance, activation procedures, mutual assistance coordination, and other processes and procedures supporting the Mobilization of Assistance resources.

Deactivation: The termination of the Assistance and administrative process including: notification of Deactivation, Demobilization planning, identification of applicable costs, processes and procedures supporting Demobilization of resources, provide for billing, audit, critique information, and closure of the Assistance.

Demobilization: The actual returning of all Assistance resources to the Assisting Party's normal base.

Emergency: A sudden unplanned disruption of essential systems and infrastructure creating a potential for public safety, severe economic loss, or other socio-economic hardships resulting from the loss of the utility service. The emergency may be confined to the utility infrastructure or may include community-wide damage and emergency response. Emergencies may be natural disasters or human caused events.

Mobilization: The actual collecting, assigning, preparing and transporting of all Assistance resources.

Mutual Assistance Coordinator: The person(s) designated by the Requesting Party, and Assisting Party, to coordinate all administrative requirements of the Agreement.

Natural Gas: Term gas or natural gas referred to in this document include all commercially available forms of natural gas including Synthetic Natural Gas.

Operations Liaison: The person or persons designated by the Requesting Party to provide direct contact, communications and coordination at the operations level for Assisting crews and resources at the location of the assistance. This may include but is not limited to: contact and communications for assisting crews, safety information processes and procedures, ensuring coordination of lodging and meals, addressing issues of equipment requirements, materials requirements, and other logistical issues necessary to ensure safe effective working conditions.

Qualified: The training, education and experience of employees completing an apprenticeship or other industry / trade training requirements consistent with Federal Bureau of Apprenticeships and Training, Department of Transportation Pipeline Safety Regulations, or other recognized training authority or regulation. Training and qualification standards vary by state or province and are the responsibility of the Requesting Party to evaluate, in advance, the acceptable level of qualification for trade employees (i.e. lineman, electrician, fitter, etc.).

Work Stoppages: Any labor disputes, labor union disagreements, strikes, or any circumstance creating a shortage of qualified labor for a company during a non-emergency situation.

WESTERN REGION MUTUAL ASSISTANCE AGREEMENT (Electric and Natural Gas)

1.0 PARTIES

- 1.1. This Mutual Assistance Agreement (hereinafter referred to as “Agreement”) is made and entered into effective November 14, 2003. The Parties to this Agreement are listed in Attachment A of this document. Each of the parties that have executed this Agreement may hereinafter be referred to individually as “Party” and collectively as “Parties.”
- 1.2. Being a Party to this Agreement does not by itself assure any Party that Assistance will be provided if, when, or as requested. Each Party reserves the sole right to respond or not to respond to requests for Assistance on a case-by-case basis. By signing this Agreement, each Party thereby agrees that any Assistance, which is received or given upon the request of a Party to this Agreement, shall be subject to each and every one of the terms and conditions of this Agreement.

2.0 RECITALS

This Agreement is made with reference to the following facts, among others:

- 2.1. Whereas, the Parties own operate and maintain utility facilities and are engaged in the production, acquisition, transmission, and/or distribution of electricity or natural gas, and
- 2.2. Whereas, each of the Parties operates and maintains their respective facilities within accepted industry practices and employs skilled and qualified personnel to operate, repair and maintain such facilities according to such industry practices, and
- 2.3. Whereas, it is in the mutual interest of the Parties to be prepared to provide for emergency repair and restoration to such services, systems and facilities on a reciprocal basis. The purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from another Party. This Agreement is also designed to allow a new Party to join in the Agreement by signing a copy of this Agreement and the giving of notice to the existing Parties pursuant to Section 6.3 of this Agreement, and
- 2.4. Whereas, assistance requests for Work Stoppages are beyond the scope of this Agreement.
- 2.5. Whereas, for purposes of this Agreement, “Assistance” shall be defined as: All preparation and arrangements by the Assisting Party for Activation, Mobilization, Deactivation and Demobilization, of personnel, material, vehicles, equipment, supplies and/or tools or any other requested form of aid or assistance, starting at the time of the authorization by the Requesting Party, as set forth in this Agreement.

THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

3.0 SCOPE OF ASSISTANCE

- 3.1. In the event of an Emergency affecting the generation, transmission, distribution, services, and/or related facilities owned or controlled by a Party, such Party ("Requesting Party") may request another Party or Parties ("Assisting Party") to provide Assistance. The Assisting Party shall, in its sole discretion, determine if it shall provide such Assistance, including the extent and limitations of that Assistance. If the Assisting Party determines to provide Assistance, such Assistance shall be provided in accordance with the terms and conditions of this Agreement.
- 3.2. Requests for Assistance may be made either verbally or in writing by the Authorized Representative, as defined in Section 9 and identified in Attachment B, of the Requesting Party and shall be directed to the Authorized Representative of the Assisting Party. Upon acceptance of a request for Assistance, either verbally or in writing, the Assisting Party shall respond with reasonable dispatch to the request in accordance with information and instructions supplied by the Requesting Party. All requests for Assistance shall follow the procedures described by Section 3.0 and in Attachment C.
- 3.3. The Requesting Party shall provide the Assisting Party with a description of the work needed to address the emergency, with the most urgent needs for Assistance addressed first. The Assisting Party shall use its reasonable efforts to schedule the Assistance in accordance with the Requesting Party's request. However, the Assisting Party reserves the right to recall any and all personnel, material, equipment, supplies, and/or tools at any time that the Assisting Party determines necessary for its own operations. Any Requesting Party for whom an Operator Qualification (OQ) Program is required should pre-screen the other Parties to this Agreement to determine which Parties have compatible regulatory agency accepted programs and may therefore be contacted for assistance.
- 3.4. The Requesting Party will provide the name and contact information for the person(s) designated as the Mutual Assistance Coordinator(s), the Operations Liaison(s), and person(s) to be designated as supervisory personnel to accompany the crews and equipment. The Assisting Party will provide the name(s) and contact information for the person(s) designated to be the Mutual Assistance Coordinator(s).
- 3.5. All costs associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and deemed to have commenced when the Requesting Party officially authorizes the Assisting Party to proceed with Mobilization of the personnel and equipment necessary to furnish Assistance, and shall be deemed to have terminated when the transportation of Assisting Party personnel and equipment returns to the work headquarters, individual district office, or home (to which such personnel are assigned for personnel returning at other than regular working hours) and Demobilization is completed.

- 3.6. For the purposes of this Agreement, a Requesting Party shall be deemed to have authorized the Assisting Party to proceed with Mobilization when the Requesting Party signs and submits a formal request to the Assisting Party, in a form substantially similar to that shown in Attachment C-1. If written information cannot be furnished, a verbal confirmation will be acceptable, with a written confirmation to follow within 24 hours.
- 3.7. The Parties hereto agree that costs arising out of inquiries as to the availability of personnel, material, equipment, supplies and/or tools or any other matter made by one party to another prior to the Requesting Party authorizing the Assisting Party to proceed with Mobilization will not be charged to the potentially Requesting Party.
- 3.8. The Requesting Party agrees to repayment of "reasonable costs or expenses," as further described in Section 4.0 of this Agreement, and any such reasonable costs or expenses shall continue to be subject to the provisions of Section 5.0 of this Agreement regarding Audit and Arbitration.
- 3.9. The Assisting Party and Requesting Party shall mutually agree upon and make all arrangements for the preparation and actual Mobilization of personnel, material, vehicles, equipment, supplies and/or tools to the Requesting Party's work area and the return (i.e. Demobilization) of such personnel, material, vehicles, equipment, supplies and/or tools to the Assisting Party's work area (See Attachments C and D). The Requesting Party shall be responsible for all reasonable costs and expenses incurred by the Assisting Party for Mobilization and/or Demobilization, notwithstanding any early termination of such assistance by the Requesting Party.
- 3.10. Unless otherwise agreed upon, the Requesting Party shall be responsible for providing food and lodging for the personnel of the Assisting Party 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 Party.
- 3.11. If requested by the Assisting Party, the Requesting Party, at its own cost, shall make or cause to be made all reasonable repairs to the Assisting Party's vehicles and equipment, necessary to maintain such equipment safe and operational, while the equipment is in transit or being used in providing Assistance. However, the Requesting Party shall not be liable for cost of repair required by the gross negligence or willful acts of the Assisting Party, or if the vehicles or equipment was not issued by the Assisting Party in safe and operational condition.
- 3.12. Unless otherwise agreed the Requesting Party shall provide fuels and other supplies needed for operation of the Assisting Party's vehicles and equipment being used in providing Assistance.

- 3.13. Unless otherwise agreed to by the Parties, the Requesting Party shall provide field communications equipment and instructions for the Assisting Party's use. The Assisting Party shall exercise due care in use of the equipment and return the equipment to the Requesting Party at the time of departure in like condition, provided that if repairs are necessary the Requesting Party will be financially responsible unless such repairs are necessitated by the gross negligence or willful acts of the Assisting Party.
- 3.14. Employees of the Assisting Party shall at all times continue to be employees of the Assisting Party, and such employees shall at no time and for no purpose be deemed to be employees of the Requesting Party.
- 3.15. Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party, shall continue to be those of the Assisting Party.
- 3.16. If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- 3.17. All time sheets, equipment and work records pertaining to personnel, material, vehicles, equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for billing and auditing purposes as provided in this Agreement.
- 3.18. No Party shall be deemed the employee, agent, representative, partner or the co-venturer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- 3.19. The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.
- 3.20. The Requesting party shall provide the Assisting Party with an Operations Liaison (See Attachment C, A.5) to assist with operations, personnel and crew safety. This person(s) shall provide the Assisting Party's crews an operational and safety orientation, pertaining to work practices and safety requirements of the Requesting Party's system, prior to Assisting Party commencing work, and continue to be the link between the Parties and keep the crews apprised of safety, operational, and communication issues.
- 3.21. The Requesting party shall initiate the Deactivation of Assistance by notification to the Assisting Party within 24 hours of deactivation schedule or as soon as is reasonably practicable. Requesting and Assisting Parties will follow the Procedures for Deactivation of Assistance outlined in Attachment D.

4.0 PAYMENT

- 4.1. The Requesting Party shall reimburse the Assisting Party for all “reasonable costs and expenses” that are appropriate and not excessive, under the circumstances prevailing at the time the cost or expense is paid or incurred by the Assisting Party as a result of furnishing Assistance. Such “reasonable costs or expenses” shall include, but not be limited to, the following:
- a) Employees’ wages and salaries for paid time spent in Requesting Party’s service area and paid time during travel to and from such service area, plus the Assisting Party’s standard payroll additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, retirement benefits, all payroll taxes, workers’ compensation, employer’s liability insurance, administrative and general expenses, and other benefits imposed by applicable law, regulation, or contract pursuant to Section 3.15.
 - b) Employees’ travel and living expenses such as transportation, fuel, utilities, housing or shelter, food, communications, and reasonable incidental expenses directly attributable to the Assistance.
 - c) Cost of equipment, materials, supplies and tools at daily or hourly rate including their normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to maintain, fuel, replace or repair equipment, materials, supplies, and tools (hereinafter collectively referred to as the “Equipment”), which are expended, used, damaged, or stolen while the Equipment is being used in providing Assistance; provided, however, the Requesting Party’s financial obligation under this Section (4.1. c): (i) shall not apply to any damage or loss resulting from the gross negligence or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible property insurance which applies to such damage or loss.
 - d) Cost of vehicles provided by Assisting Party for performing assistance at daily or hourly rate including normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to maintain, fuel, and repair vehicles, or replace vehicles which are damaged or stolen while the vehicles are used in providing Assistance; provided, however, that Requesting Party’s financial obligation under this Section (4.1.d):(i) shall not apply to any damage or loss resulting from the gross negligence or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible first-party physical damage insurance which applies to such loss.
 - e) Administrative and general costs, including the costs associated with the Assisting Party’s administrative field coordination personnel, which are properly allocable to the Assistance to the extent such costs are not chargeable pursuant to the foregoing subsections.

- f) Overtime costs incurred by the Assisting Party in their service territory as a direct result of assistance provided to the Requesting Party.
- 4.2. Unless otherwise mutually agreed to, the Assisting Party shall bill the Requesting Party at the address designated on Attachment "B" for all costs and expenses of the Assisting Party in one invoice with itemization or supporting documentation of charges. If the assistance extends beyond a 30-day period, billing can occur monthly unless otherwise agreed upon.
- 4.3. The Requesting Party shall pay such bill in full, notwithstanding the rights of Audit and Arbitration in Section 5.0, within thirty 30 days of receipt of the bill, or a remittance period agreed to by both parties, and shall send payment to the Assisting Party at the address listed in Attachment "B".
- 4.4. Delinquent payment of bills shall accrue interest at a rate equal to the incremental cost of debt replacement for the Assisting Party, not to exceed the legal rate permitted by the Governing Law (Section 8.0) of Assisting Party, and as identified at the time of billing, prorated by days, until such bills are paid. This rate shall be identified on the bill submitted by the Assisting Party.

5.0 AUDIT AND ARBITRATION

- 5.1. A Requesting Party has the right to designate its own qualified employee representative(s) or its contracted representative(s) with a management or accounting firm who shall have the right to audit and to examine any cost, payment, settlement, or supporting documentation relating to any bill submitted to the Requesting Party pursuant to this Agreement.
- 5.2. A request for audit shall not affect the obligation of the Requesting Party to pay bills as required herein. The Requesting Party or its representative(s) shall undertake any such audit(s) upon notice to the Assisting Party at reasonable times and in conformance with generally accepted auditing standards (GAAS). The Assisting Party agrees to conform to generally accepted accounting principles (GAAP) and to reasonably cooperate with any such audit(s).
- 5.3. This right to audit shall extend for a period of two (2) years following the receipt by Requesting Party of billings for all costs and expenses. The Assisting Party agrees to retain all necessary records/documentation for the said two-year period, and the entire length of this audit, in accordance with its normal business procedures.
- 5.4. The Assisting Party shall be notified by the Requesting Party, in writing, of any exception taken as a result of the audit. In the event of a disagreement between the Requesting Party and the Assisting Party over audit exceptions, the Parties agree to use good faith efforts to resolve their differences through negotiation.
- 5.5. If ninety (90) days or more have passed since the notice of audit exception was received by the Assisting Party, and the Parties have failed

to resolve their differences, the Parties agree to submit any unresolved dispute to binding arbitration before an impartial member of an unaffiliated management or accounting firm. Governing Law for arbitration is pursuant to Section 8 of this Agreement. Each Party to arbitration will bear its own costs, and the expenses of the arbitrator shall be shared equally by the Parties to the dispute.

6.0 TERM AND TERMINATION

- 6.1. This Agreement shall be effective on the date of execution by at least two of the Parties hereto and shall continue in effect indefinitely, except as otherwise provided herein. Any Party may withdraw its participation at any time after the effective date with 30 days prior written notice to all other Parties.
- 6.2. As of the effective date of any withdrawal, the withdrawing Party shall have no further rights or obligations under this Agreement except the right to collect money owed to such Party, the obligation to pay amounts due to other Parties, and the rights and obligations pursuant to Section 5.0 and Section 7.0 of this Agreement.
- 6.3. Notwithstanding Section 12.0, additional parties may be added to the Agreement, without amendment of the Agreement, provided that notice is given to existing signatories who may contest inclusion of new signatories within 30 days of such notice, and that any new signatories agree to be bound by the terms and conditions of this Agreement by executing a copy of the same which shall be deemed an original and constitute the same agreement executed by the existing signatories. The addition or withdrawal of any party to this Agreement shall not change the status of the Agreement among the remaining Parties.

7.0 LIABILITY

- 7.1. Except as otherwise specifically provided by Section 4.1 and Section 7.2 herein, to the extent permitted by law and without restricting the immunities of any Party, the Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of Assistance by the Assisting Party, unless such death or injury to person, or damage to property, is caused by the gross negligence or willful misconduct of the Assisting Party.
- 7.2. Each Party shall bear the total cost of discharging all liability arising during the performance of Assistance by one Party to the other (including costs and expenses for attorneys' fees and other costs of defending, settling, or otherwise administering claims) which result from workers' compensation claims or employers' liability claims brought by its own employees. Each Party agrees to waive, on its own behalf, and on behalf

of its insurers, any subrogation rights for benefits or compensation paid to such Party's employees for such claims.

- 7.3. In the event any claim or demand is made, or suit or action is filed, against the Assisting Party, alleging liability for which the Requesting Party shall indemnify and hold harmless the Assisting Party, Assisting Party shall promptly notify the Requesting Party thereof, and the Requesting Party, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent. However, Requesting Party shall consult with Assisting Party during the pendency of all such claims or demands, and shall advise Assisting Party of Requesting Party's intent to settle any such claim or demand. The party requesting indemnification should notify the other party in writing of that request.
- 7.4. The vehicles or equipment, which the Assisting Party shall provide to the Requesting Party pursuant to Section 3 above, shall not, to the actual knowledge of Assisting Party, be provided in unsafe operating condition, as represented by manufacturer standards and industry practices. Except as provided in the immediately preceding sentence, the Assisting Party makes no representations or warranties as to the condition, suitability for use, freedom from defect or otherwise of such vehicles or equipment. Requesting Party shall utilize the vehicles or equipment at its own risk. Requesting Party shall, at its sole cost and expense, defend, indemnify and hold harmless Assisting Party, its directors, officers, agents, employees, successors and assigns, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, arising out of the utilization of the equipment by or for the Requesting Party, or its employees, agents, or representatives, unless such death, injury, or damage is caused by the gross negligence or willful misconduct of the Assisting Party.
- 7.5. No Party shall be liable to another Party for any incidental, indirect, or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying electric or natural gas service, resulting from performance or nonperformance of the obligations under this Agreement.
- 7.6. Nothing in Section 7.0, or elsewhere in this Agreement, shall be construed to make the Requesting Party liable to the Assisting Party for any liability for death, injury, or property damage arising out of the ownership, use, or maintenance of any aircraft or watercraft (over 17 feet in length) which is supplied by or provided by the Assisting Party. It shall be the responsibility of the Assisting Party to carry liability and hull insurance on such aircraft and watercraft as it sees fit. Also, during periods of operation of aircraft or watercraft (over 17 feet in length) in a situation covered by this Agreement, the Party, which is the owner/lessee of such aircraft or watercraft, shall use its best efforts to have the other

Parties to this Agreement named as additional insured's on such liability coverage.

8.0 GOVERNING LAW

- 8.1. All disputes, contests or arbitration of this Agreement, for assistance provided or requested, shall be interpreted, governed and construed by the choice of law state or province as specified by the Assisting Party in Attachment B.

9.0 AUTHORIZED REPRESENTATIVE

- 9.1. The Parties shall, within 30 days following execution of this Agreement, appoint Authorized Representative and Alternate Authorized Representative(s), and exchange all such information as provided in Attachment "B". Such information shall be updated by each Party prior to January 1st of each year that this Agreement remains in effect. The Authorized Representatives or the Alternate Authorized Representatives shall have the authority to request and commit to the providing of Assistance.

10.0 CUSTODIANSHIP OF AGREEMENT

- 10.1. The custodial responsibilities of this Agreement, as outlined in Attachment E, may be assigned to one of the Parties to this Agreement, which assignment shall be subject to acceptance by such Party, or may be assigned to a third party, in either case by vote of the participating Parties starting within 30 days after the initiation of this Agreement, and then by January 31st of each year.

11.0 ASSIGNMENT OF AGREEMENT

- 11.1. No Party may assign this Agreement, or any interest herein, to a third party, without the written consent of the other Parties.

12.0 WAIVERS OF AGREEMENT

- 12.1. Failure of a Party to enforce any provision of this Agreement, or to require performance by the other Parties of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Agreement or any part thereof, or the right of such Parties to thereafter enforce each and every provision.

13.0 ENTIRE AGREEMENT

- 13.1. This Agreement is the entire agreement between the Parties concerning the subject matter of the Agreement. It supercedes and takes the place of all conversations the Parties may have had, or documents the

Parties may have exchanged, with regard to the subject matter. The recitals to this agreement are hereby incorporated herein.

14.0 AMENDMENT

14.1. No changes to this Agreement other than the addition of new Parties shall be effective unless such changes are made by an amendment in writing, signed by each of the Parties hereto. A new Party may be added to this Agreement upon the giving of 30 days notice to the existing Parties and upon the new Party's signing a copy of this Agreement as in effect upon the date the new Party agrees to be bound by each and every one of the Agreement's terms and conditions.

15.0 NOTICES

15.1. All communications between the Parties relating to the provisions of this Agreement shall be addressed to the Authorized Representative of the Parties, or in their absence, to the Alternate Authorized Representative(s) as identified in Attachment "B". Communications shall be in writing, and shall be deemed given if made or sent by e-mail with electronic confirmed delivery, confirmed fax, personal delivery, or registered or certified mail postage prepaid. Each Party reserves the right to change the names of those individuals identified in Attachment "B" applicable to that Party, and shall notify each of the other Parties of such change in writing as described above. All Parties shall keep the Custodian of the Agreement informed of the information contained in Attachment "B" and reply to all reasonable requests of such association for information regarding the administration of this Agreement.

16.0 ATTACHMENTS

Attachment "A" (Parties to this Agreement)

Attachment "B" (Names and Addresses of Authorized Representative(s) /Billing)

Attachment "C" (Activation of Western Regional Mutual Assistance Agreement)

Attachment "C-1" (Sample Written Request for Assistance)

Attachment "D" (Deactivation Under Western Regional Mutual Assistance Agreement)

Attachment "E" (Custodianship of Western Regional Mutual Assistance Agreement)

Attachments to this Agreement are incorporated herein by this reference.

WESTERN REGION MUTUAL ASSISTANCE AGREEMENT (Electric and Natural Gas)

17.0 SIGNATURE CLAUSE

- 17.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.
- 17.2 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the dates set forth below.

Company Name: Pacific Gas and Electric Company

Signature of Officer:  _____

Title of Officer: Senior Vice President - Energy Delivery

Date Executed: June 03, 2006

Print Officer Name: Jeffrey Butler