

## MUTUAL ASSISTANCE AGREEMENT

This Mutual Assistance Agreement ("Agreement") is entered into between Pacific Gas and Electric Company ("PG&E"), a corporation, and Trinity County Public Utilities District, a public utility district.

Each party to this Agreement is an electric utility which furnishes services to its customers in a defined area and must exercise reasonable diligence to restore service after interruptions; and it is possible that either party hereto may in time of an emergency request the other party to furnish personnel ("Loaned Personnel"), equipment ("Loaned Equipment") and materials ("Purchased Materials") to assist in such restoration; and it is desirable that there be an understanding between the parties with respect to the rights and obligations which will be incurred in response to such requests.

NOW, THEREFORE, it is agreed that,

1. The parties hereto will use best efforts to cooperate to assist each other and render aid to each other, in the restoration of electric service following storms, floods, hurricanes, earthquakes, disasters and other similar occurrences upon the terms and conditions herein stated; provided, however, that this Agreement shall not be construed to impose any obligation on any party hereto to furnish aid in response to a request from any other party or to continue furnishing such aid, but rather this Agreement is a show of good intent to implement the purposed describes herein.
2. The utility requesting aid shall be known as the "Requesting Utility" and the utility furnishing aid shall be known as the "Responding Utility."
3. (a) The furnishing of aid hereunder shall be deemed to have commenced when the transportation of Responding Utility personnel and equipment from their working base or home (for personnel called out at other than regular working hours) shall have begun and shall be deemed to have terminated when the transportation of such personnel and equipment back to their working base or home (for personnel returning at other than regular working hours) shall have been completed.  
  
(b) The Responding Utility shall make all arrangements for the transportation of Loaned Personnel and Loaned Equipment and Purchased Materials to and/or from the Requesting Utility's service area.
4. Loaned Personnel of Responding Utility shall at all times continue to be employees of Responding Utility and shall at no time and for no purpose be deemed to be employees of Requesting Utility.

5. Wages, hours and other terms and conditions of employment applicable to Loaned Personnel, including work procedures and/or safety rules, shall be those of the Responding Company.
6. (a) Responding Utility shall determine and provide the supervision it deems necessary for the type and number of crews and Loaned Personnel. Instructions pertaining to the direction of Loaned Personnel and work to be performed shall be given by Requesting Utility to the supervisor or supervisors of Responding Utility, as designated by the lead supervisor of Responding Utility.  
  
(b) Loaned Personnel shall be under the supervision and control of the loaned supervisory personnel of the Responding Utility. The composition of Loaned Personnel performing crew operations shall be kept intact and not interspersed with personnel of the Requesting Utility or personnel of other parties except when authorized by a supervisor of Responding Utility.  
  
(c) Where the work rules of Responding Utility differ from those of Requesting Utility, Loaned Personnel shall follow the work rules of Responding Utility except where those rules conflict with local or state regulations, in which case Loaned Personnel shall comply with such local or state regulations.
7. Loaned Personnel shall be equipped by the Responding Utility with the normal and customary working and protective equipment of the Responding Utility.
8. (a) Responding Utility shall furnish the requested personnel and equipment to the extent that the Responding Utility may choose to do so in the exercise of its sole judgement and discretion.  
  
(b) Responding Utility shall have the right, at any time and in its sole judgement and discretion, to withdraw any or all Loaned Personnel and Loaned Equipment furnished to Requesting Utility and return such Loaned Personnel and Loaned Equipment to their working base.
9. Requesting Utility shall reimburse Responding Utility for all costs and expenses incurred by Responding Utility in rendering aid. Such costs and expenses shall be billed in accordance with Responding Utility's standard rates and accounting practices and shall include, without limitation, the following:  
  
(a) Salaries and wages (normal and overtime) paid to Loaned Personnel (including supervisors) for paid time spent in Requesting Company's service

(b) Percentages of such salaries and wages to cover:

(i) Payroll taxes; and

(ii) Employees benefits, which include Workers Compensation Insurance, medical and pension plans and all other regular benefits generally accorded to Responding Utility (including accrual towards vacations, holidays and sick time) employees.

(c) Loaned equipment, supplies and tools not returned to Responding Utility's working base, plus percentages of such costs to cover Responding Utility's supply and tool expense; charges for use of automotive and similar type equipment furnished by Responding Utility, including amounts to cover maintenance and repairs and an allowance for Loaned Equipment destroyed or damaged beyond repair, in an amount equal to the greater of the unamortized value of equipment leased by Responding Company or the amount due under the lease, as a result of such loss or damage, and an amount equal to the replacement cost new less depreciation for equipment owned by the Responding Company.

(d) Transportation of Loaned Personnel, Loaned Equipment, Purchased Materials, supplies and tools to and from Requesting Utility's service area and the working base of Responding Utility or home of Loaned Personnel called out or returning at other than regular working hours.

(e) Payments for reasonable living expenses, including meals and lodging and personal expenses, such as laundry, communication services, etc., of Loaned Personnel.

(f) Any additional costs incurred by the Responding Utility due to the absence of Loaned Personnel or Loaned Equipment, such as the premium part of overtime worked by Personnel not loaned, increased construction costs, equipment rental expenses, etc.

(g) Administrative overhead and general costs applicable to the total costs and expenses incurred by Responding Utility.

10. In addition, Requesting Utility shall indemnify and hold harmless Responding Utility, its officers, agents, contractors, and employees, including all Loaned Personnel, from and against all loss, damage, cost, expense and liability resulting from injury to or death of person or damage to, or destruction of property, including the loss of the use thereof, arising out of or in any manner connected with the rendering of aid by Responding Utility, irrespective of whether such loss, damage, cost, expense, or liability results wholly or in part from the negligence or other fault of

Responding Utility or any of the officers, agents, employees, including Loaned Personnel, contractors or persons employed by such contractors, excepting only such loss, damage, cost expense or liability as may be caused by the willful misconduct of the Responding Utility's officers, agents, employees, including Loaned Personnel, contractors or persons employed by such contractors. The Requesting Utility shall, at its sole cost and expense, on the Responding Utility's written request, defend any suit to final judgement asserting a claim covered by this indemnity.

11. Each party shall designate their Authorized Representatives who can request or grant assistance under the terms of this agreement. A list of Authorized Representatives and points of contact is included as Appendix A.

The Requesting Utility shall document and forward all requests for assistance to the Authorized Representative of the Utility from which assistance is requested. Verbal requests shall be followed with a documented request and shall become supporting documentation under this Agreement when assistance is granted.

(a) A request for assistance shall include information, substantially in accordance with Attachment 1, necessary for the Utility receiving the request to evaluate its ability to provide assistance, and to ensure the efficient dispatching of requested resources if assistance is granted.

(b) Utility responding to a request for assistance will evaluate its ability to provide assistance and shall notify the Requesting Utility what assistance can be given, if any, substantially in accordance with Attachment 2.

12. All time sheets and work records pertaining to Loaned Personnel and Loaned Equipment shall be kept by Responding Utility.

13. (a) The Responding Utility shall furnish Requesting Utility with a detailed statement in quadruplicate of all costs and expenses paid or incurred by Responding Utility in connection with the furnishing of aid to Requesting Utility, which statement shall be paid by Requesting Utility within thirty (30) days after receipt.

(b) A Requesting Utility reserves the right to designate its own qualified employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit and to examine any cost, payment, settlement, or supporting documentation resulting from any item set forth in this Agreement. Any such audit(s) shall be undertaken by the Requesting Utility or its representative(s) upon notice at reasonable times in

conformance with generally accepted auditing standards. The Responding Utility agrees to reasonably cooperate with any such audit(s).

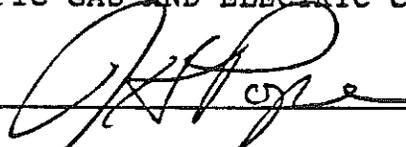
This right to audit shall extend for a period of two (2) years following the date of the furnishing of detailed statement as set forth in Paragraph 13(a) above. The Responding Utility agrees to retain all necessary records/documentation for the entire length of this audit in accordance with its normal business procedures.

The Responding Utility will be notified in writing of any exception taken as a result of the audit. In the event of a disagreement between the Requesting Utility and the Responding Utility over audit exceptions, the parties agree to resolve their differences through good faith negotiation. If ninety (90) days or more have passed since notice of audit exception was received by Responding Utility, the parties agree to submit any unresolved dispute to binding arbitration before an impartial member of an unaffiliated certified public accounting firm. Interest on any sums determined to be due will be set by the arbitrator consistent with then existing commercial standards. Arbitration will be governed by the law of California respecting arbitration and generally accepted accounting principles. Each party to an arbitration will bear its own cost, and the expenses of the arbitrator will be divided pro-rata.

14. This Agreement shall become effective when it has been executed by each of the parties hereto and shall remain in effect as to any party until such party has withdrawn from the Agreement as provided below.
15. Any party may withdraw from this Agreement upon at least ten (10) days prior written notice to the other party. Such notice shall not affect any obligations which may have been incurred prior to its effective date or which may arise out of events occurring prior to that date. No party may withdraw from this Agreement while it is using Loaned Personnel, Loaned Equipment, or Purchased Materials hereunder.
16. This Agreement shall be construed and enforced according to the laws of the State of California.
17. A certified copy of this Agreement shall be filed with the office of the Executive Director of the California Public Utilities Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and shall be effective as of the latest date written below their signature.

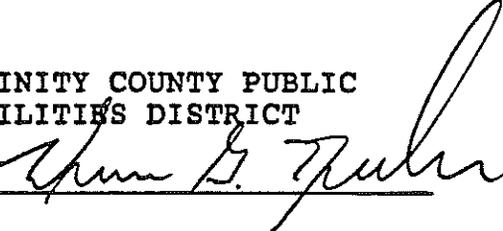
PACIFIC GAS AND ELECTRIC COMPANY

By 

Title Vice President, Technical and  
Construction Services

Date January 5, 1994

TRINITY COUNTY PUBLIC  
UTILITIES DISTRICT

By 

Title General Manager

Date December 21, 1993

**Mutual Assistance Agreement**  
**Appendix A**  
Pacific Gas and Electric (PG&E) Company

**PG&E Primary Contact**

Evermary Hickey, Director, Emergency Preparedness and Response  
Address: 77 Beale Street, Mail Code: B28R  
San Francisco, CA 94105  
Office: 415-973-3344  
Cell: 415-271-8072  
Email: [emhp@pge.com](mailto:emhp@pge.com)

**PG&E Secondary Contact**

Cecile Pinto, Manager, Emergency Management Business Operations  
Address: 77 Beale Street, Mail Code: N28R  
San Francisco, CA 94105  
Office: 415-973-7770  
Cell: 415-264-6700  
Email: [cbr6@pge.com](mailto:cbr6@pge.com)

**Trinity PUD Primary Contact**

Paul Hauser, General Manager  
P.O. Box 1216  
Weaverville, CA 96093  
Office: (530) 623-4564  
Email: [phauser@trinitypud.com](mailto:phauser@trinitypud.com)

**Trinity PUD Secondary Contact**

Andy Lethbridge, Electric Superintendent  
P.O. Box 1216  
Weaverville, CA 96093  
Office: (530) 623-5537  
Email: [alethbridge@trinitypud.com](mailto:alethbridge@trinitypud.com)

## MUTUAL ASSISTANCE AGREEMENT

### ATTACHMENT 1: REQUEST FOR ASSISTANCE CHECKLIST

The request for assistance shall include, to the best ability of the Requesting Utility, information essential to allow the Utility receiving the request to evaluate its capability to provide assistance and to ensure the efficient dispatching of required resources if assistance is granted.

The Requesting Utility shall document and forward all requests for assistance to the Authorized Representative of the Utility from which Assistance is requested. Verbal requests shall be followed with a documented request.

#### Checklist for Requesting Assistance:

1. Identification of company and person making the request.
2. Telephone number where requestor can be reached.
3. Nature of the emergency/disaster (earthquake, fire, flood, snow, lightning, rain, etc.).
4. The present weather conditions and the forecast for at least the next 24 hours.
5. A general description of the damage sustained by the Requesting Utility's system.
6. The part(s) of the system for which assistance is needed, e.g., generation, transmission, substation, distribution (gas/electric), and include a brief description of what is needed.
7. The number and type of personnel, crews, equipment, tools, materials, and supplies needed.
8. Reasonable estimate of the length of time such personnel, crews, equipment, tools, materials, and supplies will be needed.

#### Additional Items if Assistance is Granted:

9. Name, title, and telephone number of coordinator at Responding Utility headquarters.
10. Suggested highway routes to travel and any restrictions or restricted routes.

11. Travel conditions for transportation facilities (airports, highways, railways) as applicable.
12. Name(s) and title(s) of work coordination supervisors of both Utilities and place and time for meeting at point of arrival of Responding Utility at Requesting Utility.
13. Arrangements for food and housing.

## MUTUAL ASSISTANCE AGREEMENT

### ATTACHMENT 2

The Utility receiving a request for assistance will evaluate its ability and willingness to provide assistance and shall notify Requesting Utility what assistance can be given, if any.

When assistance is granted, Responding Utility shall document its response to include the extent of assistance granted and forward it to the Authorized Representative of the Requesting Utility. Verbal responses shall be followed with a documented response.

#### Checklist When Providing Assistance:

1. Whether a designated representative is available from Responding Utility in advance of personnel and equipment to effect coordination.
2. The identification of crews and equipment to be furnished.
3. The materials and supplies to be furnished.
4. The length of time the personnel, equipment, and supplies will be available.
5. The name of the person or persons to be designated as supervisory personnel.
6. The estimated time of arrival of the assistance being provided.