

BILL NO. 2060

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF ALDERMEN FOR THE CITY OF CUBA, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY OF CUBA TO SIGN AN AGREEMENT FOR MUTUAL AID WITH MPUA.

BE IT ORDAINED BY THE CITY OF CUBA, MISSOURI AS FOLLOWS:

Section 1.

The Board of Aldermen of the City of Cuba, Missouri hereby authorizes the Mayor of the City of Cuba, Missouri to sign an MPUA Mutual Aid Program Agreement by and between the City of Cuba, Missouri and the Missouri Public Utility Alliance, copy of which is attached here to an labeled as "exhibit A."

Section 2.

This ordinance shall be in full force and effect from and after its date of passage and approval.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2022	Vote on Second Reading On _____, 2022
Kevin Copling		
Sam Black		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. 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 the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) 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 the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Please Print

Date _____

_____ (Name/Title)

_____ (Organization)

_____ (City, State, Zip)

_____ (Office Phone, Mobile Phone)

_____ (Email)

Please send signed agreement to:

American Public Power Association


ATTN: Michael Hyland

Sr. Vice President, Engineering Services

2451 Crystal Drive, Suite 1000 | Arlington, VA 22209-4804

E-mail: MutualAid@publicpower.org | Fax: 202/ 467-2932

Questions about this agreement should be directed to MutualAid@publicpower.org or 202/467-2900.



MPUA

Mutual Aid Program



MPUA Office & Training Center
2200 Maguire Blvd.
Columbia, MO 65201
573-445-3279
573-445-0680 (fax)
MPUA.org info@MPUA.org

Table of Contents

	Page
Utility Mutual Aid Program.....	2
When You Plan	3
Before You Call	5
When You Respond With Help	6
When The Emergency Is Over.....	7
Mutual Aid Charges/Reimbursable Expenses	8
Arbitration	9
Insurance Coverage.....	9
Participating City Assistance	10
MPUA Assistance.....	10

Missouri Public Utility Alliance Utility Mutual Aid Program

The Missouri Public Utility Alliance (MPUA) and its representative organizations (Missouri Association of Municipal Utilities (MAMU), Missouri Joint Municipal Electric Utility Commission (MJMEUC), and the Municipal Gas Commission of Missouri (MGCM) and their respective individual members (referred to collectively as “MPUA”)) determined a need exists for Arkansas and Missouri cities to offer assistance to each other in the event of an emergency that affects the operation of their respective utilities. This program is only open to Missouri municipal utility members of MAMU, MGCM, MJMEUC, Arkansas municipal utility advisory members of MJMEUC, and Arkansas associate members of MAMU.

You Are Part of a Team

As a member of MPUA, you are part of a team. Along with your neighboring municipal utilities, you may either request or provide emergency assistance when a natural disaster or emergency threatens service to the customers. It is this spirit of cooperation, neighbor helping neighbor that has given strength and reliability to our Arkansas and Missouri municipal utilities systems for many years.

The following information will serve as standard procedure whenever emergency assistance is needed. Please read it carefully so you will be able to place a call for help or respond to one in the event of an emergency. Should your utility require emergency assistance and if you need help making calls for aid, the MPUA Mutual Aid Coordinator will provide communication support. Depending on the extent of the emergency or your city location within the mutual aid region, utilities from outside your region may also be called upon to assist you.

The Time to Prepare is Now

Your own degree of preparedness will have a direct effect on the success of your recovery effort in the event of an emergency. The time for planning is before the emergency occurs. Take the time to read the suggested steps in this manual and implement the advanced planning necessary to secure your utility against a natural disaster, accident or other emergency. Some important preparedness steps you should take are:

1. Designate a Utility Emergency Response Facilitator.
2. Familiarize yourself with all elements of the Utility Mutual Aid Program.
3. Train employees in their emergency roles during an emergency and rehearsal mock disasters.
4. Maintain an inventory of essential equipment. Keep an open purchase order with various vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.

5. Assess your utility's vulnerable areas and make regular improvements to minimize these weaknesses.
6. Organize off-site backup systems for important utility functions, including computer programs and record keeping.

Protection Through Mutual Aid

Planning for an emergency before it happens will not prevent the emergency from occurring. It will, however, enable you to respond more effectively to minimize property damage and even save lives. Cooperation with other municipal utilities through MPPUA will ensure that your utility has the resources it needs to protect your system, your customers and your community.

When You Plan

Put Your Plan in Writing

Develop a written plan for your utility to be used in the event of a natural disaster, accident or other community emergency. Put it in writing; don't leave it as an undocumented idea. Once a strategy has been mapped out, it can be shared with employees and others in the community such as your local fire and police departments. This will allow them to prepare for their roles in an emergency recovery effort and provide a more rapid and effective response.

Determine Your System's Most Vulnerable Areas

Identify and describe the parts of your system that are the most susceptible to damage. Influences such as extreme weather, including high winds and flooding, highway traffic, construction areas and fire hazards from gasoline can threaten your utility's security.

Don't neglect protection and recovery for utility business records, legal and financial documents and personnel records.

Establish Priorities for Service in the Community

In the event of a widespread outage, a priority system will be needed for reestablishing service to customers in your community. Who will have the primary responsibility for identifying those customers to receive service first, particularly in winter weather? Analyze the most critical needs among customers and develop a priority system to clarify choices on service assignments during an outage.

Make an Inventory of Available Materials and Services

Evaluate the type of equipment and supplies your utility will need in an emergency. Maintain an inventory of essential equipment. Keep an open purchase order with various local merchants and other industry vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.

Develop a list of resources available in the community, such as generators, welders and trucks. Update the list regularly.

Review and Rehearse Your Recovery Plan With Employees

Discuss with employees the details of your utility's emergency recovery plan. Repairs will begin faster and downtime will be minimized if employees have been trained in emergency response procedures.

Plan in Detail

The following list includes important elements in any emergency recovery program. Before the appropriate planning can begin, a Utility Emergency Response (UER) Facilitator must be designated.

This individual should have the authority to declare when an emergency exists, to direct the service restoration activities during that emergency and to terminate the emergency. The UER facilitator may have to initiate action at any time. Utility management should formally delegate sufficient authority to this person to allow the effective exercise of emergency response duties. This is an important condition, since the UER facilitator may have to contact other city departments, contractors, other electric utilities, suppliers, etc.

Advanced planning should include:

1. **Utility Command Center:** An operations center for dispatching work will need to be staffed throughout any emergency recovery operation. The center will:
 - a. Take calls and complete outage sheets
 - b. Establish priorities for service
 - c. Communicate with workers and dispatch crews
 - d. Track work in progress
 - e. Coordinate clean-up activities for scattered outages after utility services have been restored
 - f. Track costs associated with recovery procedures
 - g. Provide public information. Personnel should be designated for releasing information to the public. Statements concerning the emergency recovery in progress should be issued only by those individuals authorized to represent the utility. At this point it may be advantageous to involve the city's governing body members in this process.

2. **Communication System:** Radio communication is a valuable timesaver in directing work within your city. As necessary, make arrangements with the local radio supplier to provide handheld, low band radios tuned to a common frequency for use by crews. Today, cellular phones are also a valuable tool in the communication system. Establish a line of command. This will ensure all crews know who is in charge and whom they can go to for direction/assistance.

3. **Fuel and Vehicle Maintenance:** Without power, fuel for utility vehicles, including those arriving from other utilities, may not be available from local gas service stations. Arrangements for fuel deliveries via tank truck from a petroleum dealer should be planned.

If fuel is stored at the utility in above-ground storage tanks, theft protection may need to be added. Also, in the event of mechanical breakdown, a truck mechanic should be on call.

4. **Traffic Control and Auxiliary Lighting:** Advanced arrangements should be made with local police and fire departments to provide traffic control and auxiliary lighting to crews working in high traffic areas of darkness.
5. **Maps:** System and substation maps, laminated for use outside, will be helpful to crews in understanding:
 - a. Where work is to be done
 - b. Extent of damage
 - c. Source of supply, direction of feed and location of sectionalizing equipment
6. **Food, Lodging and Support Services for Crews:** The damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of their arrival at the designated location to the time of their departure.

There is a limit to the length of time crews can work effectively and safely without sleeping. Supervisors need to watch workers for symptoms of severe fatigue and provide an opportunity for rest. Other support services that may be necessary for outside work crews are:

- a. Cash for workers expenses
- b. Check cashing arrangements
- c. Telephone service
- d. Laundry service
- e. Local transportation

Before You Call

Survey the Damage

Survey the location and severity of damage to your system before calling to request help.

Make a Quick Inventory of Needs; be Specific

Put together a short list of specific personnel, equipment and material you will need before you place a call. Identify areas of need (i.e. substations, transformer banks, distribution, service

connections and pressure regulating stations) and the jobs for which you need assistance.

Call the MPUA Mutual Aid Coordinator

If the situation is such that you cannot make calls for assistance yourself, call the MPUA mutual aid coordinator. If telephone or normal radio contacts cannot be made, utilize the State Highway Patrol or County Sheriff in requesting help.

Describe: The nature of the emergency in your community.
Type of help, equipment and number of crews your utility needs.
Other sources of help already contacted, such as neighboring utilities or private contractors.

Indicate: Where crews should report when they arrive in your city.
Estimated time (hours, days) they will be needed.

Establish: Person and phone number to receive calls from the MPUA Mutual Aid Coordinator.
Time when you will re-contact the MPUA Mutual Aid Coordinator if incoming calls to your utility are not possible.

When You Respond With Help

Receiving a Call From a City Requesting Assistance or the MPUA Mutual Aid Coordinator

A utility representative should be designated to receive calls as part of the MPUA mutual aid program. Both a primary and a backup representative should be identified in the event help is needed on weekends or after regular working hours.

Identify Personnel and Equipment Available

Take an inventory of the personnel and equipment your utility could send for emergency assistance without jeopardizing your own operation.

Determine Which Personnel and Equipment will be Sent

Give the MPUA Mutual Aid Coordinator the names of utility personnel who will be sent to assist a neighboring community. Be specific. Explain in detail what equipment will be taken, e.g. aerial devices, digger derricks, poles, transformers, backhoes, welders, etc.

Confirm Directions for Travel and Where Crews are to Report

In the event main roads into a community are closed, determine what route is available for travel. Also find out specifically where and to whom crews are to report for service assignments.

Estimate Time Involved for Your Utility Personnel

Your utility crews will need to know the approximate time they will need to be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

Share Information with Your Utility Personnel Before They Depart

Don't assume your workers understand the nature of their roles in the mutual aid program. Explain your utility's involvement in the MPUA Mutual Aid Program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

Document Time and Cost

Mutual aid assistance is provided according to the principles specified under "Mutual Aid Charges/Reimbursable Expenses". Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

When The Emergency Is Over

Terminate Emergency Operations

At some time, the greater portion of the system will have been restored to service. Meanwhile, the normal business of the utility has been on hold. At that time, the UER facilitator should formally terminate the emergency operation and return work forces and resources to normal operation. However, some restoration work may still be required as crew time is available.

Accounting Reconciliation

During the challenge of restoring the integrity of the utility's systems, inventory may shrink unnoticed. Proper accounting of material, labor, food, fuel and a host of other items may be neglected because the personnel who normally monitor these facets of operation are assisting in the all-out effort to restore essential utility services.

However, a day of reckoning will come especially for the public body. The UER facilitator must be a ready resource person to whom the accounting section can look for correct answers to their concerns about the disposition of city property and funds. Although the emergency is formally over, it is not over for the UER facilitator until all accounting work is completed.

Evaluate the Effectiveness of the Response to this Emergency

Major emergency restoration work seldom is perfect. Superior performance should be praised, but ignoring things that did not go well or mistakes that could have easily caused injury or death is not wise. Mistakes must be addressed.

The UER facilitator is obligated to work with management in completing a review of the response to this emergency. That review should be factual and dispassionate. Lessons-learned should be identified and submitted to MPUA for the benefit of all members.

Mutual Aid Charges/Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under the Mutual Aid Program shall be in accordance with the following provisions:

1. **Personnel:** During the period of assistance, the assisting utility shall continue to pay its employees according to its then prevailing rules and regulations. The damaged utility shall reimburse the assisting utility for all direct or indirect payroll costs and expenses incurred during the period of assistance, including but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission.
2. **Equipment:** The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or according to the actual operation and maintenance expenses incurred.
3. **Material and Supplies:** The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.
4. **Payment:** The assisting utility shall bill the damaged utility for all reimbursable expenses not later than the 15th day of the month following the period of assistance. The damaged utility shall pay the bill in full not later than the 15th day following the billing date and once delinquent, shall accrue interest at the rate of twelve (12) percent per annum.

Arbitration

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members or associate utility members of the Missouri Association of Municipal Utilities which are participating utilities under this Agreement, excluding those members that are parties to the dispute.

If there are two parties to the dispute, each one shall choose one panel member and those two panel members shall agree on a third. If the two panel members cannot agree, the third panel member shall be appointed by the Chair of MAMU.

If there are more than two parties to the dispute, the Chair of MAMU shall divide the parties into two adverse sides and each side shall choose one panel member. The two panel members shall then choose a third. If the two panel members cannot agree, the third panel member shall be appointed by the Chair of MAMU.

If the parties cannot be equitably divided into two adverse sides or if for any other reason the above procedures for choosing panel members are inadequate, the three members of the panel shall be designated by the Chair of MAMU.

The panel shall adopt rules of procedures and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

Insurance Coverage

For cities participating in the MPUA Mutual Aid Program, insurance coverage continues for employees working outside their home city as long as that individual is working as an agent of his/her city and not in a freelance capacity. The assisting city shall provide proof of insurance for automobile, workers compensation and liability insurance. Each city should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this process, and that there will be no lapse in their insurance coverage either on employees, vehicles, or liability.

In the event of an accident, insurance deductibles on vehicles are paid, up to maximum of \$1,000, by the utility receiving services. These deductibles vary by policy.

Under no circumstances shall the assisting city or its employees, be liable to the requesting city, its inhabitants, or others, for any damages arising in any way as a result of the rendering of such aid or the failure to respond to a call for such aid. Also, under no circumstances shall the city requesting aid be liable to the assisting city, its inhabitants or others for any damage arising in any way from the response to such a request for aid or the rendering thereof.

Participating City Assistance

It is a participating municipality's individual responsibility to determine whether, in its sole discretion, responding to a mutual aid request for support is practicable and advisable. If a municipality is called upon and determines that it is not practicable or advisable to respond to the request, the request and lack of response shall not constitute or establish a basis for any claim against the municipality that fails or declines to respond.

MPUA Assistance

MPUA's sole responsibility is to facilitate the participation of cities in emergency assistance for their mutual benefit. MPUA is not responsible for any of the assistance performed or the failure to perform assistance under this process. The assisted city shall indemnify and hold harmless MPUA for and against, and pay or reimburse MPUA for any and all costs, expenses and losses which are actually sustained or incurred by MPUA as a result of any assistance rendered or not rendered to the assisted city.

MPUA Mutual Aid Program Agreement

Name of Utility: _____

Address: _____

City, State & Zip Code: _____

Utility Contact: _____

Power Plant Operator: _____

Telephone #: _____

24-Hour #: _____

Cellular Phone #: _____

Facsimile #: _____

Other Phone #: _____

For emergency assistance from our utility, contact the following employees in the order listed:

1. _____ Home Phone _____ Office Phone _____ Cellular Phone _____
2. _____ Home Phone _____ Office Phone _____ Cellular Phone _____
3. _____ Home Phone _____ Office Phone _____ Cellular Phone _____
4. _____ Home Phone _____ Office Phone _____ Cellular Phone _____

The City is responsible for maintaining accurate information. MPUA should be promptly notified of any changes to the information contained in this Agreement.

MPUA Mutual Aid Program Agreement

Are there special provisions affecting overtime hours worked by your employees? Yes _____ No _____

Please describe those terms: _____

This Agreement shall become effective upon its execution and shall remain in full force until or unless a thirty (30) day written notice of withdrawal is given. This Agreement may be terminated at any time by either the City or MPUA by providing thirty (30) days written notice.

The City understands that materials, equipment and labor provided by our utility in assisting another municipal utility will be billed in accordance with the charges specified in the MPUA Mutual Aid Program Manual, and we agree to pay such charges for any assistance to our City by other municipal utilities.

The City agrees and states that we read the MPUA Mutual Aid Program Manual and agree to all terms and conditions contained therein.

The executor of this document states they have the necessary City authority to bind the City named herewith, and that all proper City approval/s to enter into this agreement have been granted and/or approved.

City of _____, Missouri

Signed by: _____ Attest: _____

Title: _____

Date: _____