



APGA MUTUAL AID PROGRAM

Point of Contact Form

Please fill out this form to designate who will be your system's primary point of contact for all correspondence related to APGA's Mutual Aid Program. The official mutual aid agreement is enclosed and should be signed by the designated contact, and a witness should be present to attest.

The forms should then be mailed or faxed to APGA, or scanned and emailed directly to scook@apga.org. If you have any questions, contact Simon Cook of APGA's staff at (202) 930-6720, or by email at the address listed above. Additional information can also be found at www.apga.org/mutual-aid.

System Name: _____

Address: _____

City, State, Zip: _____

Main Contact: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email Address: _____

Fax Number: _____



**American Public Gas Association
Agreement for Mutual Aid**

This Agreement for Mutual Aid (this “Agreement”) is made and entered into as of _____ day of _____ (the “Effective Date”) by and between the undersigned Public Gas System, _____ (herein the “Operator”), and those other Public Gas Systems who shall have also executed and delivered to the American Public Gas Association (“APGA”) an identical or substantially similar Agreement for mutual aid and who shall not have terminated such Agreement at the time mutual aid is requested.

Witnesseth:

Whereas, in the ordinary course of its operations, the Operator has employees with technical expertise in matters pertaining to the delivery of natural gas service, and owns equipment, facilities, properties, and other resources for that purpose; and

Whereas, subject to the terms and conditions set forth herein, and taking into consideration the Operator’s utility responsibilities and primary operations to service its own customers, the public gas companies that have executed this agreement are willing, upon request from time to time, to perform specific services on an emergency or non-routine basis, and in connection therewith to make available such equipment, facilities, properties, and other resources, as may be requested from each other; and

Whereas, the Operator is authorized under the applicable law in the State where it is located to enter into such agreements with other natural gas systems to provide mutual aid and assistance in restoring and providing natural gas services in the event of natural disasters or other emergencies; and

Whereas, the mutual aid contracts may include provisions for providing personnel and furnishing equipment, apparatus, supplies and materials; and

Whereas, the Operator is willing to provide personnel and furnish equipment, apparatus, supplies and materials to the other public gas system entering into this agreement under the terms and provisions hereinafter provided.

Now, Therefore, in consideration of the execution and delivery of identical or substantially similar Agreements for mutual aid by other public gas systems, and the promises and mutual covenants contained herein and the mutual benefits provided thereby, IT IS HEREBY AGREED:

Article 1. Applicability and Term

1.1 **Applicability:** This Agreement shall apply to the Operator as of the Effective Date and any and all other public gas systems that have duly approved, executed and delivered this Agreement to the APGA (hereinafter collectively “Participating Systems” or individually “Participating System”) either prior to or subsequent to the Effective Date, and that has not terminated its approval pursuant to Section 1.2 herein, and shall apply to each Participating System whether it is requesting assistance



from another public gas system (“Requesting System”) or is providing services as requested hereunder (“Responding System”).

- 1.2 Term: The term of this Agreement shall commence upon the execution and delivery of this Agreement to the APGA by the Operator and shall continue until terminated by the Operator at any time by giving the APGA thirty (30) days prior written notice of its desire to so terminate this Agreement. Termination of this Agreement shall not affect the Operator’s existing compensation and/or indemnification rights and obligations under Sections 3 and 4 hereof, or any other accrued liability or obligation hereunder, including without limitation, the obligation of Requesting System to pay amounts due hereunder.

Article 2. Provision of Mutual Aid

- 2.1 Services: In the event of a natural disaster or other emergency affecting the natural gas system of any Participating System, the Responding Party upon the request of a Requesting System, may furnish to said Requesting System manpower, equipment, apparatus, supplies and materials as requested by said Requesting System (collectively “Services”); provided, however, that an Operator shall not be required to imperil the operation of its natural gas system, and it shall be the sole and absolute judge of its ability and capacity to furnish Services when requested; provided further that nothing in this Agreement shall be construed to deprive an Operator of its discretion to decline to send, or to recall its Services in aid of a Requesting System under any circumstances and at any time, whether or not obligated by contract to do so, and neither an Operator, nor any of its officers, agents, or employees may be held liable in any civil or criminal action for declining to send, or for recalling, Services to a Requesting System under this Agreement.
- 2.2 Personnel of the Responding System: Personnel furnished by the Responding System pursuant to this Agreement – while providing aid hereunder and while traveling to and from a Requesting System to provide aid hereunder – shall be conclusively deemed, for all purposes, to remain personnel of the Responding System and shall retain the same rights, privileges, immunities, and benefits as they receive while performing their normal duties for the Responding System. At all times, employees of a Responding Company continue to be employees of the Responding Company and are not ever deemed to be employees of a Requesting Company.
- 2.3 Operator Qualification. Requesting System must specify in their request for aid what tasks are covered tasks per 49 CFR 192 subpart N. The Requesting System receiving personnel pursuant is required to confirm that Responding Company personnel’s knowledge, skills and ability are consistent with Requesting Company’s needs.

Article 3. Compensation, Invoicing & Records

3.1 Compensation

- (a) Requesting System shall reimburse Responding System for all costs and expenses reasonably and actually incurred by Responding System as a result of furnishing mutual aid. Responding System shall submit an invoice to Requesting System, which includes documentation of all



American Public Gas Association

costs and expenses. Such costs and expenses, without any added profit, may include, but not be limited to, the following:

- (1) Employees' wages and salaries for paid time spent in Requesting System's service area and paid time during travel to and from such service area, plus Responding System's standard payable additives to cover all employee benefits and allowances.
- (2) Employee travel and living expenses (meals, lodging and reasonable incidentals)
- (3) Replacement cost of materials and supplies expended or furnished
- (4) Other uninsured costs.
- (5) Charges, at rates internally used by Responding System, for the use of transportation equipment and other equipment requested.
- (6) Administrative and general costs, which are properly allocable to the mutual aid to the extent such costs, are not chargeable pursuant to the foregoing subsections.

3.2 Invoicing: Requesting System shall pay all costs and expenses reasonably and actually incurred of Responding System within sixty days after receipt of invoice and complete records. Termination of a request for aid by either party shall not relieve Requesting System from its obligation to pay such properly invoiced costs and expenses.

3.3 Records. Each Participating System (whether acting as a Requesting System or as a Responding System) shall cooperate in providing in a timely fashion all records or data reasonably requested to allow and facilitate applications for benefits, reimbursement, compensation, or otherwise effectuate its recordkeeping and reporting purposes in connection with the receipt or provision of mutual aid.

Article 4. Limitations of Liability, Hold Harmless & Indemnification

4.1 Limitations of Liability / Warranty: In furnishing Services under this Agreement, neither the Responding System, nor any officer, director, employee, or agent thereof, shall have any responsibility whatsoever to the Requesting System other than as stated in this Agreement. The Responding System will exercise due care to assure that the Services are performed in a workmanlike manner in accordance and consistent with any applicable legal standards. The sole and exclusive responsibility of the Responding System for any deficiency therein shall be promptly to correct or repair any deficiency or error or to re-perform such Services if directed to do so by the Requesting System, in either case at no additional cost to the Requesting System, so that the Services fully conform to the standards described in this Section. The Responding System makes no other warranty with respect to the provisions of Services, and the Requesting System agrees to accept any Services without further warranty of any nature.

4.2 Hold Harmless and Indemnification. A Requesting System receiving mutual aid pursuant to this Agreement hereby agrees, to the full extent permitted by law, but without waiving and subject to all defenses including all constitutional, statutory and common law immunities and limits of liability, to release, indemnify, defend, and hold harmless the Responding System, and its officers, agents, and employees, from and against any and all loss liabilities, claims, damages, fines, penalties, clean-up costs, and other pollution related damages, and all costs, fees (including reasonable attorneys' fees) and expenses reasonably and actually incurred related thereto, resulting or arising (directly or



indirectly) out of, or in any way connected with the provision of mutual aid to said Requesting System, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of the Responding System or its officers, agents, or employees, except those resulting solely from the willful or wanton misconduct or gross negligence of the Responding System or its officers, agents, or employees. Notwithstanding the foregoing, in no event shall a Requesting System be liable to the Responding System pursuant to the indemnification provided under this Section 4.2 in an amount excess of \$1,000,000.

4.3 Procedure. In the event any claim or demand is made or suit or action against the Responding System alleging liability for which the Requesting System shall indemnify and hold harmless the Responding System, the Responding System shall promptly notify the Requesting System thereof, and the Requesting System shall settle, compromise, or defend in the same such manner as it in its sole discretion deems necessary or prudent to the extent permitted by law.

Article 5. Miscellaneous

5.1 Participation of APGA. APGA's Vice President of Operations & Safety, or another APGA staff person appointed by the Vice President of Operations & Safety, shall endeavor to notify each Participating Party of the identity and contact personnel of each other Participating Party as it executes and delivers an identical or substantially similar Agreement, and shall, from time to time, provide an updated list of all Participating Parties. The APGA shall provide such other coordination and services as the Participating Systems may request and direct according to agreed upon protocols and operating procedures. The Operator hereby acknowledges that APGA, acting simply as a coordinator, shall not itself be responsible for the provision of emergency services hereunder or any liability hereunder and the Operator hereby agrees, to the fullest extent permitted by law but without waiving and subject to all defenses for governmental entities, all constitutional, statutory and common law immunities and limits of liability, to release, defend and hold harmless APGA, and its officers, agents, and employees.

5.2 Applicable Law. The rights and duties of the Responding System arising out of this Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of the Responding System without regard to any conflicts of law principle that would direct the application of another jurisdiction's law.

5.3 Counterparts. This Agreement may be executed in one or more counterparts. The Operator acknowledges that each of the Participating Systems shall execute and deliver to APGA an identical or substantially similar agreement for mutual aid and agree that their mutual obligations hereunder, as a Requesting System or a Responding System, are memorialized by the executed copies delivered to APGA, and that, together, they shall be deemed one and the same Agreement.

5.4 Novation / Entire Agreement. If the Operator has become bound by the terms and provisions of a Mutual Aid Agreement previously delivered to APGA under APGA's Mutual Aid Program, the Operator hereby terminates that agreement, and except as specifically provided therein, the terms and provisions thereof shall become null and void. The Agreement contains the entire agreement



between the Operator and each and every Participating System delivering this Agreement to the APGA as to their respective rights and obligations related to the provision or receipt of Mutual Aid to or from any other Participating System and supersedes any prior contemporaneous contracts, agreements, understandings, or arrangements, whether written or oral, with respect thereto. Any oral or written statements, representations, promises, negotiations, or agreements, whether prior thereto or concurrently herewith, are superseded by and merged into this Agreement, except as to those fully executed and written agreements between the Operator and other gas system(s) already existing as of the Effective Date and not previously delivered to APGA; such agreements shall remain valid and in full force and effect as between the parties thereto.

- 5.5 Amendments. This Agreement shall not be amended, modified, or otherwise changed except when done so in writing and upon the prior written consent of all the Participating Systems, who at that time have not terminated their respective Agreements for Mutual Aid, or given notice of the termination thereof. However, the Operator hereby acknowledges that each of the Participating Systems may also provide or receive mutual aid under understandings or agreements other than under this Agreement without in any way affecting the validity of this Agreement and without the necessity of obtaining the assent of any other Participating System.
- 5.6 Severability. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.
- 5.7 Authorship. The Parties affirm that this Agreement is a product of joint authorship. As such, this Agreement is not to be construed or interpreted against or in favor of any one party, regardless of which party may have contributed more toward drafting this Agreement.”
- 5.8 REMEDIES / DISCLAIMER OF WARRANTY: THE SERVICES, APPARATUS, EQUIPMENT, MATERIALS, SUPPLIES AND WORKMANSHIP PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE ALL PROVIDED ON AN AS IS – WHERE IS WITH ALL-FAULTS BASIS, AND NO SYSTEM THAT IS PARTICIPATING IN THIS AGREEMENT IS MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF PARTICULAR PURPOSE, INFRINGEMENT OR INTERFERENCE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE OPERATOR FURTHER AGREES THAT THE REMEDIES STATED HEREIN ARE EXCLUSIVE AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ITSELF AND ANY PARTICIPATING SYSTEM.



**American Public
Gas Association**

IN WITNESS WHEREOF, the Operator has executed and signed this Agreement by the authority of its governing body duly given to be effective the day and year first above written.

SYSTEM NAME: _____

By: _____
Authorized Signer

TITLE: _____

ATTEST: _____
Authorized Signer

TITLE: _____

_____ Please initial here if your system is unable to indemnify due to constitutional, statutory or common law immunities or limits of liability.