

## MASTER OPERATIONS ASSISTANCE AGREEMENT

Signatory to this Master Operations Assistance Agreement ("Agreement") recognizes that it needs a system whereby it may receive or provide assistance in the form of personnel or equipment to aid in maintaining or restoring natural gas utility service when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, sabotage or any other occurrences where the Signatory deems emergency assistance to be necessary or advisable ("Emergency Assistance Period").

The Signatory acknowledges that no other Signatory is under any obligation to furnish such emergency assistance; however, experience indicates that natural gas distribution companies are willing to furnish such assistance when personnel or equipment are available.

In the absence of a continuing formal contract between a Signatory requesting emergency assistance ("Requesting Company") and a Signatory willing to furnish such assistance ("Responding Company"), collectively the "Parties", the following terms set forth the terms and conditions to which the Parties agree to be bound:

1. **Master Agreement.** This Agreement sets out the terms under which a party may provide material, equipment, supplies and tools requested in the Request For Assistance ("RFA") form. This Agreement is only effective between two Parties once the two Parties have signed the RFA. The Agreement identifies basic terms and conditions applicable to services and material provided by a Responding Company to a Requesting Company during any Emergency Assistance Period. All services performed or material, equipment, supplies and tools provided by Responding Company pursuant to the RFA shall be documented in advance in the RFA (sample at Exhibit A), which has been signed by "Authorized Representatives" of both Parties.

**The Responding Company reserves the sole right to respond or not respond to an RFA on a case-by-case basis. The Responding Company shall, in its sole discretion, determine if it shall respond to an RFA including the extent and limitations of that response. The Responding Company reserves the right to recall any and all personnel, material, equipment, supplies, and/or tools at any time.**

Responding Company and Requesting Company must exchange signed copies of the RFA prior to the commencement of any Emergency Assistance Period for this Agreement to become effective. This exchange confirms that the Parties agree to the terms of this Agreement.

Signatory will also forward a signed copy of this Agreement to the American Gas Association ("AGA"). The AGA will maintain a list of Signatories and their authorized representatives on its web site, [www.aga.org](http://www.aga.org), at the Emergency Planning Resources Center. A Signatory may withdraw from this Agreement at any time. Withdrawing Signatories should provide written notice to AGA and verify the removal of their listing from the Emergency Planning Resources Center.

2. Emergency Assistance Period. The Emergency Assistance Period shall commence when personnel and/or material, equipment, supplies, and tool expenses are initially incurred by the Responding Company in response to the Requesting Company's RFA. (This would include any request for the Responding Company to prepare its employees and/or material, equipment, supplies, and tools for transport to the Requesting Company's location but to await further instructions before departing). The Requesting Company sets the work hours and work assignments during the emergency, while honoring the Responding Company's contracts and practices regarding rest time and safety. The Emergency Assistance Period shall terminate when such employees and/or material, equipment, supplies, and tools have returned to the Responding Company, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the material, equipment, supplies, and tools for return to normal activities (e.g., cleaning off trucks, restocking minor materials, etc.).

To the extent possible, the RFA should state the anticipated length – in general – of the Emergency Assistance Period. For extended Emergency Assistance Periods, the Parties should agree on the process for replacing or providing extra rest for the Responding Company's employees.

**It is understood and agreed that if Responding Company, in the Responding Company's sole and independent judgment, determines it must terminate the emergency assistance and recall employees, contractors, and material, equipment, supplies, and tools, the Requesting Company will take the necessary action to return such employees, contractors, and material, equipment, supplies and tools promptly.**

3. Changes in Work. Requesting Company may, at any time, order additions, deletions, or revisions in the services and materials, equipment, supplies, and tools provided pursuant to an RFA provided that these modifications to an RFA are made in writing and mutually agreed to in writing by both Parties in advance.

4. Independent Contractor. Employees of Responding Company shall at all times during the Emergency Assistance Period continue to be employees of

Responding Company and shall not be deemed employees of Requesting Company for any purpose. Responding Company shall be an independent Contractor of Requesting Company and wages, hours and other terms and conditions of employment of Responding Company shall remain applicable to its employees during the Emergency Assistance Period.

5. Supervision. Responding Company shall send the level of supervision and support as set forth in the RFA and mutually agreed to by the Parties. The Responding Company may send such additional personnel as it deems necessary to ensure the safety and efficiency of the response. These personnel may typically include, but are not limited to, safety supervision, vehicle mechanics and logistics support.

All requests for work to be done by Responding Company's crews shall be given by Requesting Company to Responding Company's supervisor(s); or, when Responding Company's crews are to work in widely separate areas, to Responding Company's foremen as may be designated for the purpose by Responding Company's supervisor(s).

6. Accommodation. Unless otherwise agreed by the Parties, Requesting Company shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. Unless otherwise agreed by the Parties in the RFA or in an amendment thereto, the Responding Company shall be responsible for arranging lodging and meals en route to the Requesting Company and for the return trip home. The cost for these transit expenses will be covered by the Requesting Company.

7. Safety Rules. Responding Company's safety rules shall apply to all work done by its employees; with the exception of working with live gas and/or restoring service, at which time, the more stringent safety rules, regardless of Responding Company or Requesting Company, must be followed. In the event the safety rules of the Requesting Company are more stringent than the safety rules of the Responding Company for live gas and/or restoring services, the Requesting Company shall provide the Responding Company's personnel with appropriate safety orientation. Unless mutually agreed otherwise, the Requesting Company's Safety Tagging Rules should be followed to ensure a safe and consistent operation and the safety tagging rules must be provided by the Requesting Company to the Responding Company prior to Responding Company traveling to the response site. Responding Company will in a timely manner report any and all occupational injuries and vehicle accidents to the Requesting company. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Companies.

8. Operator Qualification. Requesting Company's RFA must specify what tasks are covered tasks per 49 CFR 192 subpart N. The Requesting Company receiving personnel pursuant to an RFA is required to confirm that Responding Company personnel's knowledge, skills and ability are consistent with Requesting Company's needs.

9. Engineering License. Any engineering work performed by the Responding Company personnel, who are not licensed as a professional engineer in the state jurisdiction of the Requesting Company, shall be supervised and/or reviewed by the appropriate engineering personnel or consultant of the Requesting Company in accordance with statutes and regulations of the state having jurisdiction over the Requesting Company.

10. Records. Responding Company shall keep and maintain all time sheets and other work records pertaining to its provision of Emergency Assistance to Requesting Company in the same manner in which Responding Company keeps and maintains its records in the ordinary course of business. The Responding Company shall maintain field-records in its customary format and supplement those records as requested in writing by the Requesting Company in the RFA.

11. Compensation. Requesting Company shall reimburse Responding Company for all costs and expenses incurred by Responding Company as a result of furnishing emergency assistance. Responding Company shall submit an invoice to Requesting Company, which includes documentation of all costs and expenses. Such costs and expenses, without any added profit, shall include, but not be limited to, the following:

- a. Employees' wages and salaries for paid time spent in Requesting Company's service area and paid time during travel to and from such service area, plus Responding Company's standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay and social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law, regulation or Union agreement.
- b. Employee travel and living expenses (meals, lodging and reasonable incidentals).
- c. Replacement cost of materials and supplies expended or furnished.
- d. Repair or replacement cost of equipment damaged or lost.
- e. Charges, at rates internally used by Responding Company, for the use of transportation equipment and other equipment requested.
- f. Premiums to cover workers' compensation.
- g. Administrative and general costs, which are properly allocable to the emergency assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.

12. Invoicing. Requesting Company shall pay all costs and expenses of Responding Company within sixty days after receipt of invoice and complete records. Termination of an RFA by either Party shall not relieve Requesting Company from its obligation to pay properly invoiced costs and expenses.

13. Indemnification. Requesting Company shall indemnify, hold harmless and defend the Responding Company from and against any and all liability for loss, damage, cost or expense which Responding Company may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Company, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company and/or Responding Company employee(s). Where payments are made by the Responding Company under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Company shall reimburse the Responding Company for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Company and/or Responding company employee(s).

In the event any claim or demand is made or suit or action is filed against Responding Company alleging liability for which Requesting Company shall indemnify and hold harmless Responding Company, Responding Company shall promptly notify Requesting Company thereof, and Requesting Company, 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.

14. Term, Entire Agreement & Modification. This Agreement shall be effective from the date indicated below the Signatory's name through December 31, 2020. This Agreement encompasses the entire agreement of the Parties, and supersedes the AGA Master Operations Assistance Agreement dated December 2011 and any other agreements with respect to the subject matter hereof between the Parties to an RFA. No agreement or understanding purporting to modify this Agreement shall be binding unless in writing and signed by the RFA Parties' respective authorized representatives.

15. Limitation on Liability. No Party shall be liable to any other Party for any claim for indirect, incidental, special or consequential damage or loss of the other Party, including, but not limited to, loss of profits or revenues, cost of capital of financing, loss of goodwill and cost of replacement power arising from such Party's carrying out, or failing to carry out, any obligations contemplated by this Agreement except to the extent the damages are direct damages that result from the gross negligence or intentional misconduct of such party; provided, however,



American Gas Association

that nothing herein shall be deemed to reduce or limit the obligation of any Party with respect to the claims of persons or entities not a Party to this Agreement.

16. No Third-party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party (other than successors and permitted assigns) not a Party hereto.

Signatory:

Pacific Gas & Electric (PG&E)  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature

Officer Name: Evergista M Hickey  
Title: Director, Emergency Preparedness & Response  
Date: December 13, 2016