AGREEMENT REGARDING ABANDONED, INACTIVE AND UNIDENTIFIED PIPELINES

This Agreement Regarding Abandoned, Inactive and Unidentified Pipelines ("Agreement") is made, entered into and effective as of this _____ day of _____, 20__ between Southern California Gas Company ("SoCalGas"), on the one hand, and the County of San Luis Obispo, by and through its Public Works Department ("County"), on the other hand.

RECITALS

Whereas, the County has requested that SoCalGas provide information as to the location of its abandoned, inactive and unidentified pipelines in unincorporated parts of the County;

Whereas, SoCalGas will agree with the County to provide such information in the circumstances as set forth herein to address the County's concerns;

Whereas, SoCalGas and the County also desire to agree upon the procedures they will follow regarding abandoned, inactive and unidentified pipelines in unincorporated parts of the County in connection with County construction projects; regardless if the work is performed by the County or an independent contractor;

Whereas, for the purpose of this Agreement, the term County "work" shall refer to any and all work in or near the County rights-of-way; and

Now, therefore, SoCalGas and the County hereby agree as follows:

1. SoCalGas is responsible for its abandoned, inactive and unidentified pipelines (hereafter collectively "abandoned pipelines") and appurtenances within County streets and roads.

2. SoCalGas will respond to all requests to locate and mark all pipelines and facilities as required by Underground Service Alert ("USA") standards and applicable laws. Nothing in this Agreement lessens or affects any obligations either party may have under the current or future USA standards and/or applicable law. Nothing in this Agreement lessens or affects any obligations SoCalGas may or may not have under USA standards and/or applicable law regarding the locating and marking of any SoCalGas pipelines or facilities, including, but not limited to, abandoned pipelines and facilities. Both parties preserve all of their arguments on this issue, and nothing in this Agreement shall be construed as a waiver of any obligations SoCalGas may have under USA standards and/or applicable law to locate and mark any SoCalGas pipelines or facilities, including, but not limited to, abandoned pipelines and facilities.

3. When the County follows its routine project and planning procedures, and the County requests information on abandoned pipelines in the work area, SoCalGas will provide this information to the County within thirty (30) calendar days of the County's request.

4. When the County engages in emergency, non-planned construction activity during normal business hours, and the County requests information on abandoned pipelines in the work area, SoCalGas will make abandonment data available through its Technical Services Office during the same business day if feasible, or within two business days.

5. When the County engages in emergency, non-planned construction activity after normal business hours, and the County requests information on abandoned pipelines in the work area, SoCalGas will work with the County as expeditiously as possible.

6. In the event an abandoned pipeline is encountered during any County work, the parties will take the following steps:

a. County will follow all rules and regulations pertaining to USA Alert Notification.

b. After notifying USA Alert, County will attempt to contact the SoCalGas assigned Field Representative and all other possible pipeline owners.

c. SoCalGas will comply with any applicable USA Alert requirements, and also provide the County with relevant data on SoCalGas abandoned pipelines as expeditiously as possible under the circumstances.

d. If the facility is identified to be a SoCalGas pipeline, SoCalGas will work with the County to minimize any delays relating to the identification and proper removal of such line.

7. To the extent that County incurs costs as a result of any County work being held up because of SoCalGas abandoned pipelines, such as, but not limited to, down time, equipment rental, project design, and/or contractor claims, SoCalGas shall pay such reasonable costs in a timely manner upon receipt of an itemized invoice.

8. This Agreement is made in conjunction with the adoption of the Franchise Agreement dated _____, 2013, and shall be effective upon the execution of the Franchise Agreement by both parties. This Agreement shall be valid during the term of the Franchise Agreement, unless terminated in writing by mutual consent of the parties, and while in force, shall serve as an exemption for SoCalGas from any County ordinance concerning abandoned and unidentified pipelines.

IN WITNESS WHEREOF, the parties have executed this Agreement

Southern California Gas Company

By: _____

Richard M. Morrow
Vice President Engineering & Operations Staff

_____

Andrew Cheung
Senior Counsel

County of San Luis Obispo

By: _____

Name: _____

Title: _____