

South Dakota Farm Tap Emergency Response Agreement

MidAmerican Energy Company and Northern Natural Gas Company

Signatory to this South Dakota Farm Tap Emergency Response Agreement (Agreement) affirms assistance will be provided to MidAmerican Energy Company (MidAmerican) by Northern Natural Gas Company (Northern) in the form of personnel or equipment to aid in the emergency response to existing farm tap customers outside of MidAmerican’s service area (Assistance).

MidAmerican and Northern, collectively the “Parties”, agree to the following terms and conditions:

1. Basis. MidAmerican is the service provider to certain Farm Tap Customers in eastern South Dakota as listed in Attachment A (Farm Tap Customers) as may be modified by the parties to this Agreement. As service provider, MidAmerican is responsible for emergency response in accordance with applicable federal and state safety standards. A portion of the Farm Tap Customers are located outside of the area where MidAmerican currently provides natural gas service. To ensure that Farm Tap Customers have the appropriate emergency response, MidAmerican may request Assistance from Northern to respond to emergencies. An emergency is a natural gas leak or other event MidAmerican deems significant in its sole discretion.
2. Services and Procedures to Perform. The services and procedures to be performed are provided in Attachment B, incorporated herein.
3. Location of Services. A list of the addresses for the Farm Tap Customers is included in Attachment A and a map showing the service area where the Assistance is to be provided is included in Attachment C, incorporated herein.
4. Operator Qualification. Prior to the commencement of the Term of this Agreement, Northern shall provide MidAmerican documentation of Operator Qualifications (OQ) on the covered tasks noted below for personnel providing Assistance that confirms the employees are qualified to respond to natural gas emergencies.

- 1202 – Outside leak investigation
- 1301 – Leak and strength test (soap test)
- 1414 – Pipeline shutdown, start up or pressure change
- 2011 – Preventing accidental ignition

5. Independent Contractor. Personnel providing Assistance on behalf of Northern shall not be deemed employees of MidAmerican for any purpose. Northern shall be an independent contractor of MidAmerican and wages, benefits and other terms and conditions of employment of Northern shall remain applicable to its employees or agents during the emergency assistance period.
6. Compensation. Northern will provide MidAmerican with the schedule of cost-based labor and vehicle rates to be used by Northern when invoicing MidAmerican for Assistance. Northern will

provide MidAmerican with an updated schedule of rates if labor or vehicle rates change. The assistance shall be billed on a time and materials basis, itemized for each event of Assistance.

Northern shall submit invoices to MidAmerican by day 15 of each month for Assistance provided during the previous month. Payment shall be due from MidAmerican within thirty (30) days of receipt.

Invoices shall be sent to:

MidAmerican Energy Company
Accounts Payable
P.O. Box 3006
Sioux City, IA 51102

A copy of the invoice should also be sent to the MidAmerican representative identified in Paragraph 7.

7. Notices. Notices are to be sent to:

MidAmerican Energy Company
Denny Van Ruler
1200 S. Blauvelt Ave
Sioux Falls, SD 57105

8. Indemnification. MidAmerican agrees to defend, indemnify and hold Northern and its employees and contractors harmless from and against any damages, claims, loss or liability, including damage to property, bodily injury or death, arising out of the negligent, reckless or intentional acts of MidAmerican, its employees and contractors.

Northern agrees to defend, indemnify and hold MidAmerican and its employees and contractors harmless from and against any damages, claims, loss or liability, including damage to property, bodily injury or death, arising out of the negligent, reckless or intentional acts of Northern, its employees and contractors.

Unless due to gross negligence or willful and wanton misconduct, Northern will not be liable or be required to indemnify MidAmerican in connection with any liability involving any Assistance, including but not limited to, any regulatory proceeding, sanction, investigation wherein response or response times are investigated, etc.

In no event shall Northern be liable for any claims, liability or expenses relating to this Agreement, including the indemnifications set forth above, for an aggregate amount in excess of three (3) times the annual fees paid to Northern from MidAmerican pursuant to this Agreement.

In no event shall either Party be liable for any special, incidental, consequential, punitive or indirect damages incurred or claims by the other Party.

- 9. Certificate of Insurance. Prior to the commencement of the Term of this Agreement, Northern shall provide MidAmerican with a copy of a certificate of insurance confirming that Northern has in effect Commercial General Liability, Worker’s Compensation, Business Automobile Liability and Umbrella Insurance in the amounts and coverages set forth in Attached D and incorporated herein by this reference.
- 10. Term. The term of this agreement shall be from January 1, 2018, and will continue in full force and effect in perpetuity or until terminated by either Party by the giving of one hundred eighty (180) days written notice to the other Party.
- 11. Choice of Law, Jury Waiver. AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT WILL BE INTERPRETED, CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, MidAmerican Energy Company and Northern Natural Gas Company have executed this Agreement as of the signatory date.

MidAmerican Energy Company

Northern Natural Gas Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____