

ABANDONED FACILITIES AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND CITY OF SAN LEANDRO

This ABANDONED FACILITIES AGREEMENT (the "Agreement") is made and entered into on this, _____ the _____ of _____, 2021 (the "Effective Date") by and between the Pacific Gas and Electric Company ("PG&E") and the City of San Leandro, a California municipal corporation ("City").

R E C I T A L S

- A. The City administers public right of way within city limits and maintains street improvements within said right of way.
- B. PG&E has a franchise agreement with City granting use of the City's right of way for both a gas and electricity supply system and operates and maintains said systems.
- C. Portions of the gas and electric supply system which are no longer used for supplying gas or electricity are defined as abandoned.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. PG&E may leave in place abandoned pipes and conduits within City's public right of way.
2. Abandoned gas and electric facilities shall remain the property of PG&E. Abandoned facilities shall be considered PG&E facilities governed by the Franchise act of 1937.
3. PG&E shall keep accurate records of all newly abandoned pipes and conduits from effective date April 1, 2021. Said records shall at a minimum include the material, horizontal location, and size.
4. PG&E shall furnish records of such abandoned facilities to the City and any other entity authorized to build facilities within the City's public right of way upon request through the "Agency Projects and PG&E" process.
5. In accordance with California Govt. Code 4216, PG&E shall mark abandoned facilities on the ground surface when an Underground Service Alert request is made. Field marks for abandoned facilities shall be distinguished from those for active facilities.
6. In accordance with PG&E's obligations under its gas franchise agreement (City of San Leandro Ordinance No. 535 NS) PG&E shall remove abandoned facilities upon request by the City. Removal shall include restoring the ground surface and all improvements thereon. Restoration shall be done in accordance with City standards. Removal shall be done at PG&E's expense.
7. In accordance with the Franchise Act of 1937 (Public Utilities Code section 6296), PG&E shall indemnify, defend, and hold harmless City and its officers, officials, employees, and agents from and against any and all liability, loss, damage, claims, expenses, and costs

(including attorney's fees) (collectively, "Liability") of every nature arising out of or in connection with the presence of the abandoned pipes and conduits within City's right-of-way or its failure to comply with any of its obligations contained in this Agreement.

8. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by United States Postal Service, or by generally recognized overnight courier service, addressed as follows:

PG&E: Pacific Gas and Electric Company
Attn: Enterprise Public Works
6121 Bollinger Canyon Road
San Ramon, CA 94583

City: City of San Leandro
Engineering and Transportation Department
835 E. 14th Street
San Leandro, CA 94577
Attn: City Engineer

9. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement. In the event that the City contends that PG&E is in alleged breach or default of its obligations hereunder the City shall provide written notice to PG&E specifying the nature of the breach or default and a reasonable time and opportunity for PG&E to respond to and cure any such breach or default.
10. The parties may amend this Agreement only by a written document signed by all of the parties.

IN WITNESS WHEREOF, City and PG&E have caused this Agreement to be executed on their behalf by their respective representatives as of the Effective Date.

CITY:
CITY OF SAN LEANDRO, a
California municipal corporation

Dated: _____, 2021

By: Keith Cooke, Director Engineering
and Transportation Department

PG&E:
Pacific Gas and Electric Company

Dated: _____, 2021


By: Jeffrey Gravelle, Director - DPM&E