

AGENCY ASSISTANCE AGREEMENT

This Agency Assistance Agreement (“Agreement”) is entered into this 12 day of Sept, 2017 by and between Southwest Gas Corporation, a California corporation (“Southwest Gas”) and County of El Dorado, a political subdivision of the State of California (“Agency”) with reference to the following facts: Health and Human Services Agency

RECITALS

A. Southwest Gas is a public utility engaged in the distribution of natural gas and provides service to customers within Arizona, Nevada and California.

B. Agency is a state, county or local government entity, agency or non-profit organization that provides qualifying Southwest Gas customers (“Recipient(s)”) with financial assistance for the payment of natural gas bills pursuant to Agency’s utility assistance program (“Program”).

C. Agency and Southwest Gas desire to enter into this Agreement to facilitate the receipt of utility assistance pledges and payments from Agency to Southwest Gas on behalf of the Recipients, on the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants hereinafter set forth, Southwest Gas and Agency hereby agree as follows:

1. Agency Representations.

Agency represents and warrants that:

(a) Agency is a state, county or local government entity, agency, or a non-profit organization qualified as an organization described in Sections 501(c)(3), 170(c)(2) and 170(b)(1)(A) of the Internal Revenue Code of 1954, as amended; and

(b) Agency administers the Program which provides financial assistance for the payment of natural gas bills to qualifying Southwest Gas customers in accordance with Program specifications.

Agency will immediately notify Southwest Gas if at any time during the term of this Agreement any of Agency’s representations or warranties made herein are no longer true and accurate.

2. Pledge Assistance Guidelines.

Agency shall have the sole right to determine Program eligibility, the Program Recipients and the amount of utility assistance awarded to each Recipient (“Funds”) pursuant to the Program terms. Southwest Gas agrees to acknowledge receipt of pledges, guarantees and/or promises to pay (“Pledge(s)”), accept payment of Funds from Agency on behalf of the Recipients, and to credit the designated customer accounts, subject, however, to the following conditions and restrictions:

2.1 Agency shall, prior to requesting or accessing any personal or account information or data with respect to any Southwest Gas customer (“Customer Information”), obtain the signed, written consent from the Southwest Gas customer named on the account (“Customer”) authorizing Southwest Gas to share with Agency his/her Customer Information, including Customer’s service address, payment history, account balance and other account information (“Customer Authorization”). Agency may use the sample Customer Authorization form referenced in this agreement as Attachment 1, or an agency form otherwise acceptable to Southwest Gas. Agency shall maintain the executed, original Customer Authorizations on file at the offices of the Agency for at least two (2) years from the date executed and be available for review and audit at any time upon Southwest Gas’ request. Agency shall further provide Southwest Gas with copies of any Customer Authorizations if so requested. Upon the termination or revocation of such authorization by any Customer, Agency shall immediately cease use of or access to such Customer Information.

2.2 Agency shall request, access and use Customer Information solely for the purpose of qualifying and awarding utility assistance to Customers under the Program, and for no other purpose. Agency represents, warrants and agrees that (a) all Customer Information shall be treated as confidential information and shall not be disclosed to any third party, other than as required by law; (b) Agency shall take commercially reasonable steps to safeguard, secure and maintain the confidentiality of any and all Customer Information in its possession, and to protect such Customer Information from unauthorized access, use or disclosure; (c) all documentation containing Customer Information shall be stored in a secure and locked location; (d) when transmitting Customer Information, it must be marked "confidential" and any sensitive information redacted; (e) if Agency suspects that the security, confidentiality or integrity of any Customer Information has been compromised, Agency shall immediately notify Southwest Gas; and (f) Customer Information shall be disposed or destroyed in a secure manner, such as shredding. Agency's obligations under this Section 2.2 shall survive termination of this Agreement.

2.3 On or before execution of this Agreement, Agency shall provide Southwest Gas with the names, telephone numbers and email addresses of Agency representatives designated as primary and secondary administrators, responsible for managing and tracking any and all Agency staff authorized to access Customer Information, including use of the Web Portal (as defined in Section 3.2, below), and to make pledges on behalf of the Agency for Recipients (each, an "Agency User"). Agency further acknowledges and assumes liability for the acts or omissions of Agency Users arising from their access to Customer Information, use of the Web Portal, and/or any violation of the terms of this Agreement or the Web Portal Terms of Use (as defined in Section 3.2, below) by any such Agency User. Agency shall promptly notify Southwest Gas in writing of any change in the designated Agency administrators and/or their respective contact information. Agency shall immediately revoke an Agency User's access to and use of Customer Information and the Web Portal (i) if directed to do so by Southwest Gas; or (ii) if such Agency User ceases to be employed by, volunteer for, or be authorized to act on behalf of the Agency; or (iii) if such Agency User fails to comply with the terms of this Agreement or the Web Portal Terms of Use.

2.4 Agency agrees to forward to Southwest Gas payment of pledged funds within forty-five (45) days after making the pledge to a Recipient ("Pledge Period"). If Agency fails to timely forward pledged payments within the Pledge Period, SWG may elect to terminate this Agreement and no longer accept Pledges from Agency.

2.5 Agency shall have adequate funding necessary to pay any Pledge made for the benefit of a Customer account.

2.6 Provided that the Recipient has executed a Customer Authorization, Southwest Gas agrees that Funds may be used to pay the Recipient's Southwest Gas natural gas bill charges, which shall include customary monthly charges, past due amounts, late fees, deposits and service charges.

3. Assistance Pledge Processing; Security; Reporting.

3.1 Agency may process all Pledges made for the benefit of a Customer account through Southwest Gas' Web Portal (as defined below).

3.2 Southwest Gas has developed a web-based Agency Pledge Portal ("Web Portal") to enable authorized agencies and charitable programs to pledge utility assistance funds, including federal and state funds, to a qualifying Customer account. Access to and use of the Web Portal is subject to the terms and conditions set forth in Exhibit A ("Web Portal Terms of Use"), which is attached hereto and incorporated by this reference. To obtain authorization for access to the Web Portal, Agency must submit to Southwest Gas (i) a completed online Agency Pledge Portal Registration Application; and (ii) the Agency Assistance Agreement signed by Agency. By executing this Agreement, Agency agrees to the Web Portal Terms of Use. Agency further acknowledges and agrees that each Agency User shall electronically agree to the Web Portal Terms of Use prior to obtaining access to the Web Portal. Access to or use of the Web Portal by Agency and any Agency User shall be deemed an acknowledgement, notification and acceptance of the Web Portal Terms of Use, which may be revised or updated from time to time. Only authorized Agency Users with valid, secure login credentials may access the Web Portal.

3.3 Agency shall maintain physical, electronic and procedural controls and safeguards that include electronic barriers (e.g., “firewalls” or similar barriers) and other reasonable security measures to protect against unauthorized access to the Web Portal or the Confidential Information.

4. Right to Audit

The Parties acknowledge that Southwest Gas shall have the right, upon five (5) business days’ written notice to Agency, to review during regular business hours any and all reports, books and records relating to the Program to confirm Agency’s compliance with the terms and conditions of this Agreement, including without limitation, verification of the signed Customer Authorization Forms, and compliance with Agency’s confidentiality obligations hereunder.

5. Indemnity

To the extent permitted by law, Agency shall indemnify, defend and hold harmless Southwest Gas, its directors, officers, employees and agents from and against any and all liabilities, claims, costs and expenses (including without limitation, reasonable attorneys’ fees) arising from or related to any actual or alleged breach of this Agreement, or any claim or allegation of violation of rights of privacy or breach of confidentiality, or the negligent act or omission or willful misconduct, of, by or on the part of Agency, an Agency User or any of Agency’s employees, contractors, subcontractors, consultants, representatives or agents.

6. Notices

Notices hereunder shall be deemed given upon personal delivery, or when deposited in the United States mail by certified or registered mail, postage prepaid, return receipt requested, or by electronic mail with read receipt confirmation, and addressed as follows:

If to SWG:
Southwest Gas Corporation
Agency Assistance
13471 Mariposa Rd.
Victorville, CA 92395

Email:
sca-swgagencies@swgas.com, Subject: Official Agency Notice

Attention: SCA-CABO

If to Agency:
County of El Dorado
Health and Human Services Agency

3057 Briw Road, Suite B

Placerville, CA 95667

Email: hhsa-contracts@edcgov.us

Attention: Contracts Unit

7. Term and Termination

The term of this Agreement is for one year beginning on the Effective Date and ending one year thereafter unless earlier terminated by the parties. This Agreement shall automatically renew for successive one-year periods; provided that either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8. Miscellaneous

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with by the laws of the State of Nevada without regard to conflicts of laws principles.

8.2 Entire Contract

This Agreement together with all attachments and exhibits contains all the terms and conditions agreed upon by the parties, and supersedes all other agreements, express or implied regarding the subject matter.

8.3 Waiver

The rights, powers and privileges of the parties to this Agreement are cumulative and not exclusive, and may be exercised from time to time. No failure on the part of either party to exercise, or delay in exercising any right, will operate as a waiver thereof, nor will any single or partial exercise of any right by either party preclude any other or future exercise thereof or the exercise of any other right.

8.4 Severability

In the event that any clause, term, or condition of this Agreement shall be held invalid or contrary to law, this Agreement shall remain in full force and effect as to all other clauses, terms, and conditions.

8.5 Headings

The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

8.6 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

8.7 Assignment

This Agreement may not be assigned by a party, in whole or in part, without the prior written consent of the other which will not be unreasonably withheld or delayed.

8.8. Successor/Survival

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. All rights and obligations of the parties arising out of this Agreement prior to termination which by their nature are designed or intended to continue shall survive the termination of this Agreement.

EXHIBIT A

SOUTHWEST GAS AGENCY PLEDGE PORTAL WEBSITE TERMS OF USE

Agency Pledge Portal Website

The Southwest Gas Agency Pledge Portal Website, including all of its content and services (collectively, the “Web Portal”), is owned by Southwest Gas Corporation (“Southwest Gas”). The Web Portal is a proprietary web-based application that is designed for use by authorized assistance agencies to perform certain operations in connection with utility assistance programs for the benefit of Southwest Gas customers (“Customer(s)”).

Use of Web Portal

This Agency Pledge Portal Website Terms of Use Agreement sets forth the terms and conditions governing your access to and use of the Web Portal, as modified or updated from time to time (“Terms of Use”). Your rights and obligations with respect to utility assistance funding provided to Customers, in general, are as set forth in the Agency Assistance Agreement between the assistance agency you represent (“Agency”) and Southwest Gas (“Agency Assistance Agreement”). Your use of the Web Portal shall be deemed your acknowledgement, notification and acceptance of these Terms of Use. If you are not an authorized user, any use of the Agency Portal is prohibited.

As part of the registration process and your use of the Web Portal, you will be asked to provide certain information to Southwest Gas. You agree that you will not supply false information or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your account accurate and complete. You agree that you are authorized to use the Web Portal and any information and data contained therein solely in connection with qualifying and administering utility assistance benefits to Customers, and for no other purpose. In accessing and using the Web Portal, you may exercise only the rights granted under these Terms of Use.

Access to Web Portal

You agree to keep confidential and not disclose or make available your Web Portal login credentials to any unauthorized person or entity. You are responsible for safeguarding your login credentials and agree to indemnify and hold Southwest Gas harmless from any claims, liabilities or damages resulting from improper use of the credentials.

Southwest Gas reserves the right to revoke your access to the Web Portal at any time if Southwest Gas determines, in its sole discretion, that you have failed to comply with the terms of this Agreement, or violated any applicable law or regulation, or any Southwest Gas data security or confidentiality procedures. Actual or attempted unauthorized use of the Web Portal may result in criminal and/or civil prosecution. Southwest Gas shall not be held responsible for your violations of the law or these terms.

Web Portal Access to Customer Information

By entering the Web Portal, you will have access to certain Customer personal information and account data, including, but not limited to, account number, payment history and street address. All such Customer information and data accessed through the Web Portal shall be referred to as “Customer Information.” You acknowledge and agree that prior written consent from the Customer of record for the applicable Southwest Gas account must be provided before you are authorized to access any such Customer Information. Southwest Gas reserves the right to require you to provide proof of a Customer’s prior written consent. Your failure to promptly provide evidence of the Customer’s prior written consent may result in termination of your access to the Web Portal without recourse. You acknowledge and agree that any Customer Information that you obtain through the Web Portal will be used solely for the purpose of qualifying and awarding utility assistance to Customers.

You further agree to keep confidential and not to disclose, divulge or provide to any third party, any Customer Information, unless such disclosure is required by law. You shall be responsible for any unauthorized use or disclosure of such information. These confidentiality obligations shall survive the termination or expiration of this Agreement.

Intellectual Property Rights

All text, images, graphics, designs, data, software, and other materials on the Web Portal (the "Content") are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Southwest Gas, its agents, service providers and/or licensors. You are prohibited from distributing, publishing, transmitting, modifying, creating derivative works from, or in any way exploiting, any of the Content or the Web Portal for any purpose. Under no circumstances will you obtain any rights or license in processes, information or technology described in the Content or otherwise on the Web Portal. Nothing contained on the Web Portal should be construed as granting, by implication, or otherwise, any license or right to use any Southwest Gas logos, trademarks or service marks displayed on the Web Portal without the written permission of Southwest Gas, and any use is strictly prohibited.

Data Security

Because the Web Portal is a software device that may be adversely affected by other computer applications and software programs, you agree to maintain reasonable security including antivirus, Internet firewall, or other software and/or systems in place to reduce the risk of unauthorized access to your account while you retrieve or post information. If you fail to implement reasonable security measures that result in unauthorized access to your account, you are responsible for any transactions initiated and/or damages incurred.

You shall not alter, interfere or disrupt the content or functioning of the Web Portal, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that damage, interfere with, capture, intercept or expropriate any data relating to the Web Portal; or (ii) disproportionately burdens the delivery of the Web Portal.

In no event shall any information, data or materials from the Web Portal be printed or stored in any information storage or retrieval system unless authorized by the Customer.

Disclaimer of Warranties

THIS WEB PORTAL IS MADE AVAILABLE TO USERS "AS IS," AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED, TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SOUTHWEST GAS MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, PRODUCT OR PROCESS DISCLOSED ON OR ACCESSIBLE FROM THIS WEB PORTAL. FURTHER, SOUTHWEST GAS DOES NOT WARRANT OR REPRESENT THAT THIS WEB PORTAL OR THE SERVER THAT MAKES IT AVAILABLE IS ERROR-FREE OR THAT THE WEB PORTAL WILL BE UNINTERRUPTED OR FREE OF DEFECTS, INCLUDING BUT NOT LIMITED TO, TYPOGRAPHICAL ERRORS, COMPUTER VIRUSES, WORMS, OR ANY OTHER SIMILAR PROBLEMS AND/OR DEFECTS.

Limitation of Liability and Indemnity

SOUTHWEST GAS SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR ACCESS OR INABILITY TO ACCESS THIS WEB PORTAL, OR YOUR USE OF OR RELIANCE UPON THIS WEB PORTAL OR THE CONTENT HEREOF. YOU FURTHER AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SOUTHWEST GAS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS AND COSTS, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, RELATED TO OR ARISING FROM YOUR USE OR MISUSE OF THE WEB PORTAL AND/OR THE MISUSE OR DISCLOSURE OF CUSTOMER INFORMATION OR OTHER DATA CONTAINED IN THE WEB PORTAL. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE AGENCY ASSISTANCE AGREEMENT.

Reservation of Rights

Southwest Gas reserves the right to modify in part or in whole, or temporarily or permanently discontinue the Web Portal or any content contained therein for any reason and at any time without notice. Southwest Gas is not liable to you or any third party for modifications, suspension or discontinuance of any services or content offered on the Web Portal.

Jurisdiction

These Terms of Use shall be construed in accordance with the laws of the state of Nevada. All disputes arising from your use of this Web Portal or under this Agreement, shall be resolved in a court located in Clark County, Nevada, without reference to conflict of laws or choice of law statutes.

General Terms

These Terms of Use constitute the entire agreement between you and Southwest Gas with respect to your access to the Web Portal. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into these Terms of Use. All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Southwest Gas's failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. If any provision(s) included herein is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Your consent to these Terms of Use shall be binding upon you and your legal representatives, successors and permitted assigns. No other person shall have any right against Southwest Gas hereunder. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the provisions of these Terms of Use.

Acceptance of Terms of Use

By using the Web Portal and accepting these Terms of Use, you agree that you have read, understand and will abide and be bound by these Terms of Use. You further acknowledge that your agreement to these Terms of Use by electronic consent is the same as though you had signed this Agreement by affixing your signature.

**Attachment 1
SAMPLE CUSTOMER AUTHORIZATION FORM**

I, _____ [Customer of Record] (Customer), have the following mailing address _____
_____ [Mailing address], and hereby authorize Southwest Gas Corporation to release my Customer Information to the agency
listed on this form below as an **Authorized Recipient**. Customer Information includes my current and former name(s), secondary customer name(s),
street address, gas usage, billing and payment history and any other information that Southwest Gas may have in its possession.

SOUTHWEST GAS ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. Southwest Gas Account Number _____
Service Address _____

2. Southwest Gas Account Number _____
Service Address _____

AUTHORIZED RECIPIENT:

By signing below, I (Customer) authorize Southwest Gas Corporation to release the above Customer Information to the following **Authorized Recipient**:

Contact Name: _____
Agency Name: _____
Address: _____
City, State, Zip Code: _____

REVOCATION:

This Authorization permitting Southwest Gas Corporation to release my Customer Information to the Authorized Recipient shall be effective for 12 months from the date signed below, unless otherwise revoked by written notice mailed to Southwest Gas Corporation, Attn: Customer Assistance, P.O. Box 1498, Victorville, CA 92393-1498. Revocation will be effective upon receipt but will not apply to any Customer Information disclosed while this Authorization is in effect.

AUTHORIZATION TO RELEASE CUSTOMER INFORMATION:

By signing below, I (Customer), _____, hereby authorize Southwest Gas Corporation to release my Customer Information to the Authorized Recipient, including its employees, agents and representatives.

I AGREE THAT SOUTHWEST GAS CORPORATION SHALL NOT BE RESPONSIBLE FOR, AND AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SOUTHWEST GAS CORPORATION, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES FROM AND AGAINST, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OR EXPENSES, INCLUDING ATTORNEYS' FEES, RELATED TO OR RESULTING FROM THE RELEASE OF MY CUSTOMER INFORMATION TO THE AUTHORIZED RECIPIENT AND/OR FROM ANY SUBSEQUENT USE OR DISCLOSURE OF SUCH INFORMATION BY THE AUTHORIZED RECIPIENT.

(Print) Account Holder/Customer of Record

Signature of Account Holder/Customer of Record

Date