

**FIRST AMENDMENT TO
STREET LIGHT POLE ATTACHMENT AND ELECTRICAL POWER AGREEMENT
BETWEEN CITY OF RIVERSIDE AND SOUTHERN CALIFORNIA GAS CO.**

THIS FIRST AMENDMENT TO STREET LIGHT POLE ATTACHMENT AND ELECTRICAL POWER AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and SOUTHERN CALIFORNIA GAS CO., a Sempra Energy Utility, hereinafter referred to as "SoCalGas," with respect to the following facts:

RECITALS

WHEREAS, on or about December 16, 2013, City and SoCalGas entered into a Street Light Pole Attachment and Electrical Power Agreement ("Agreement"), for the attachment of its advanced meter facilities ("Network") to the City of Riverside's street light poles.

WHEREAS, SoCalGas now wishes to modify the Agreement to install Attachments to its Network in seven additional City Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and SoCalGas agree as follows:

1. Exhibit A to the Agreement is hereby amended by the additional locations identified in Exhibit "A-1," attached hereto and incorporated herein by reference.
2. Exhibit B to the Agreement, entitled "Fees," is hereby amended by the additional fees as stated in Exhibit "B-1," attached hereto and incorporated by reference.
3. Section 4 of the Agreement, entitled "Application and Approvals," is hereby amended to add the following paragraphs:

4.8 Application For Additional City Facility Locations.

4.8.1 Whenever SoCalGas shall desire to install its Network upon any locations not currently defined as City Facilities, SoCalGas shall make written application for permission to do so, in the number of copies and in the form from time to time prescribed by City. If said application is approved, permission to place the equipment described in the application upon the City's Facilities therein identified within the time specified therein shall be granted by the City by one copy of the application being signed by the General Manager of the Riverside Public Utilities Department, in the place provided thereon for that purpose and returning the signed copy to SoCalGas. If City fails to approve or deny the application in writing within forty-five (45) days after City receives a complete application and all required documents and materials, and if SoCalGas has paid all sums required herein and is not in default of any obligations under

this Agreement, then the application shall be deemed accepted. Upon approval of an application under this section, SoCalGas shall pay to the City the fees owed for the approved installations within thirty (30) days of the City's approval.

4.8.2 Upon receiving the signed copy of the application but not before, and upon payment of the sums required herein, SoCalGas shall comply with Section 4 of the Agreement and shall obtain all required approvals as set forth therein. SoCalGas shall not have the right to place, nor shall it place any additional equipment upon any of the City's Facilities without first making application for permission to do so, together with the required fees. SoCalGas shall not change the position of any equipment attached to any City Facility without City's prior written approval.

4. Section 17.12 of the Agreement, entitled "Notices," is hereby amended to provide that notices to the City shall be addressed as follows:

General Manager
City of Riverside Public Utilities
3750 University Avenue, 3rd Floor
Riverside, California 92501

5. All terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

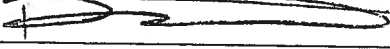
[signatures on next page]

IN WITNESS WHEREOF, City and SoCalGas have caused this First Amendment to Street Light Pole Attachment and Electrical Power Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

SOUTHERN CALIFORNIA GAS
COMPANY

By: _____
City Manager

By:  _____

DAVID MERCER
[Name and Title] *ADJUNCT MGR OPERATIONS MGR*

Attest: _____
City Clerk

By: _____

[Name and Title]

APPROVED AS TO FORM:

By:  _____
Assistant City Attorney

EXHIBIT "A-1"

Attachment Sites

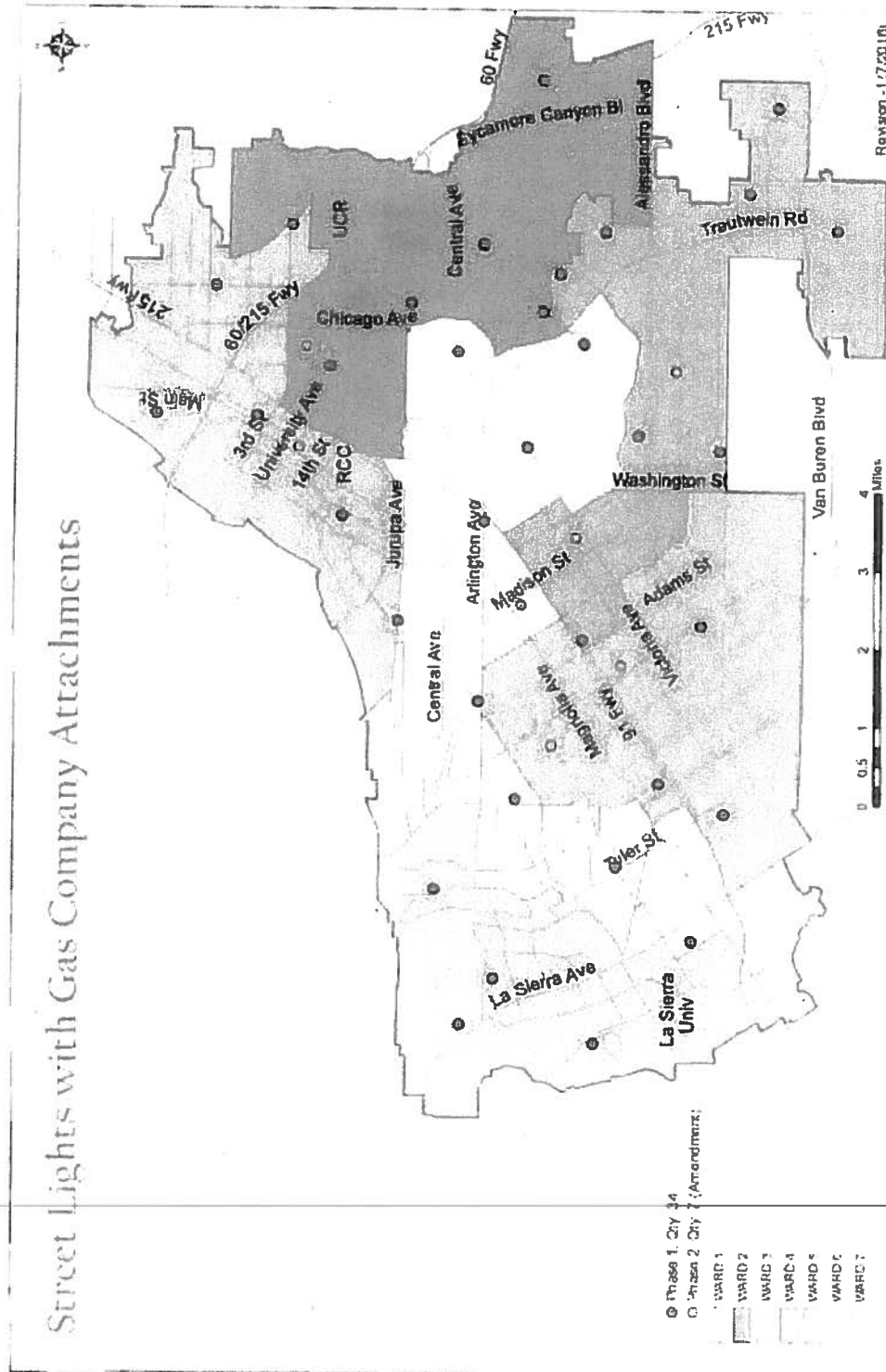


EXHIBIT "B-1"

FEEs FOR ATTACHMENT OF ADVANCED METER FACILITIES TO THE CITY OF RIVERSIDE STREETLIGHT POLES

This Exhibit B-1 is a fee schedule for attachment of Advanced Meter Facilities to 7 City of Riverside Streetlight Poles as set forth in Exhibit A-1 of the Agreement. SoCalGas will be responsible for all reasonable fees associated with the attachment of this equipment to the City's streetlight poles.

- 1) Amendment Fees – Upon execution of the First Amendment to this Agreement, fees totaling \$8,214.70 will be payable by So Cal Gas for attachment of Advanced Meter Facilities to the additional seven (7) City streetlight poles shown in Exhibit A-1. This fee is inclusive of all costs associated with engineering, operations and maintenance, inspection, depreciation, return on investment, attachment, and administrative fees.
 - 2) Energy Usage – non applicable if solar data collection units ("DCUs") are used.
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