

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

This Street Light Pole Attachment and Electrical Power Agreement ("Agreement") is made and entered into on this 16th day of December, 2013 (the "Effective Date"), by and between the City of Riverside, a California charter city and municipal corporation ("City") and Southern California Gas Co. a Sempra Energy Utility ("So Cal Gas") (the City and Licensee sometimes hereinafter referred to individually as a "Party" and together as "the Parties").

RECITALS

- A. The Parties wish to enter into this Agreement for the provision by SoCalGas of advanced meter services for its customers in the City
- B. The Agreement contemplates and requires that SoCalGas have access to certain City Facilities and City-provided electrical power for use by SoCalGas in order to provide such proprietary advanced meter services.

In view of the recitals above and the covenants below, which constitute good and valuable consideration, and with the intention to be legally bound, the Parties agree as follows:

AGREEMENT

Section 1: Background

1.1 The City operates and maintains certain street light and traffic poles ("City Facilities"), as well as easements associated with such appurtenances and public rights-of-ways, as shown in maps attached hereto as Exhibit A. The City wishes to grant SoCalGas, together with its contractors and subcontractors, the non-exclusive use of such City Facilities, including (i) the right to attach wireless network equipment and facilities ("Network Equipment") to the City Facilities rights of way rights pursuant to the Franchise and (ii) the provision of adequate electrical power for the Network, as stated herein.

1.2 SoCalGas wishes, subject to the terms and conditions of this Agreement, to attach Network Equipment, including certain switching, processing, communications transmission and communications distribution equipment, including radio and amplifier facilities, to such City Facilities and obtain from the City electrical power for such Network equipment and facilities in order to establish, maintain and operate an SoCalGas proprietary advanced meter service for the benefit of SoCalGas.

1.3 The City is willing to authorize such attachments by SoCalGas to City Facilities and provide the electrical power as set forth below.

Section 2: Definitions

“Attachment” means the physical affixing or connection of Network equipment and facilities, by SoCalGas and its contractors or agents, to the City Facilities designated pursuant to this Agreement.

“City Facilities” means certain light poles and traffic lights, located at agreed locations on City ROW, owned by City and selected from the locations on Exhibit A. Where the context so requires, “City Facilities” will include the underlying Rights-of-way. Unless otherwise specified herein, the term “City Facilities” does not include City-owned poles, ducts or conduits used for the generation, transmission, or distribution of electricity, nor non-City owned facilities which are being used for wireless service by third parties.

“City Project Manager” means a designated City employee who performs the duties stated herein, such designation will be made by written notice to SoCalGas immediately after the Effective Date.

“City Rights-of-way” (or “ROW”) means City-owned real property wherein the City Facilities are located.

“Construction Permit” means the authorization by the City to SoCalGas to access and install the Network on or in City Facilities or City Rights-of-way.

“Day” means business day.

“License” means, for purposes of this Agreement, the right, authorization and permission from the City to SoCalGas by which SoCalGas may access City Facilities or ROWs and use such for provision of advanced meter services.

“Network” means the wireless (i.e., radio) advanced meter services facilities and equipment, owned by and used by SoCalGas to provide advanced meter services in the City.

Section 3: Grant of License.

3.1 Access to City ROW and Use of City Facilities. After obtaining at its own applicable expense any licenses or permits required by any governmental and/or regulatory agency to operate the Network on City Facilities in the City ROW, the City hereby grants to SoCalGas the right to make all Attachments of the Network, obtain necessary electrical power and use the City Facilities for the installation, operation, and maintenance of the Network but for no other uses. SoCalGas shall give the City 30 days’ notice of SoCalGas’s exercise of such right. The City agrees to reasonably cooperate with SoCalGas where required, at no cost to the City, to allow SoCalGas to perform these activities.

3.2 Term of Agreement. The term of this Agreement shall begin on the date first written above, and shall continue for 20 years unless terminated by mutual agreement. Upon termination of this Agreement, any rights granted to SoCalGas by virtue of this Agreement shall cease.

3.3 Nonexclusive License. SoCalGas understands that this Agreement does not provide SoCalGas exclusive use of the City ROW or any City Facility and that the City shall have the right to permit other providers of communications or other entities to install equipment or devices in the City ROW and on City Facilities. The City agrees, however, that in granting others a similar license for access to and use of any City Facility, or for the City’s own use, the City will take reasonable steps to assure that such additional use does not present any electrical or other interference with the use of the Network.

3.4 Non-Condition Ready. The City shall provide sufficient suitable City Facilities for SoCalGas

to be able to install its Network in areas where such City Facilities currently exist. Except as otherwise provided in this section, however, nothing in this Agreement shall require the City to make any particular City Facility available to SoCalGas or to repair or make ready any City Facility for installation of SoCalGas's Network. If SoCalGas encounters equipment (e.g., radios) placed by other entities on the City Facilities, and such equipment will interfere with and/or prevent SoCalGas from installing its Network equipment or facilities, SoCalGas will select an alternative location.

Section 4: Application and Approvals

4.1 Construction Permits Required.

4.1.1 Prior to installation or Attachment of any Network equipment, SoCalGas shall apply for and obtain, or cause to be applied for and obtained, from the City all necessary Construction Permits, including a street opening permit, if necessary, authorizing such installation or Attachment. SoCalGas shall not be required to obtain a Construction Permit to perform routine maintenance or to replace an item of Network with the same model of equipment, provided that (i) the model has been previously approved by the City in this Agreement or otherwise; (ii) the replacement device is no heavier or larger and uses no more electrical power, or creates no greater health, safety, or visual impact than the model it is replacing (iii) the method of obtaining electrical power for the device is the same as for the model it is replacing; and (iv) the electrical power consumption, size and weight of the updated equipment does not, in the reasonable judgment of the City, place an undue burden on or risk of damage or injury to the City Facilities or persons working on or affected by City Facilities.

4.1.2 If SoCalGas makes Attachments or installations of Network to any City Facilities or ROW without complying with each and every term of this Agreement, City may, at its option, immediately remove any or all of such non-conforming Network equipment or facilities. Any removals of such Network equipment or facilities pursuant to this section shall be at the risk of SoCalGas and any such removed equipment shall be stored only for sixty (60) days by City and disposed of thereafter in a manner to be determined solely by City. SoCalGas shall reimburse City for all costs of removal and storage incurred, within 30 days of receipt of an invoice detailing the same.

4.2 **Engineering Review.** Prior to the installation or Attachment of Network equipment and facilities, and as part of the application for the Construction Permit, SoCalGas shall submit to City for approval plans and specifications sufficient for City to review the proposed Network equipment and proposed placement. Such plans and specifications shall include, at a minimum, size, weight, mounting method, method of providing electrical power (including placement of any cables), estimated monthly electrical use, radiofrequency radiation, and the method of attaching to City Street Light photo cell if required for electrical power. SoCalGas shall not overload the structural member of any City Facility so as to cause any undue or serious stress or strain to the City Facility, or any part thereof. The City shall have the right, at any time, to make a determination whether the City Facility, or any part thereof, is being overloaded so as to cause undue or serious stress or strain on the City Facility or any part thereof. The decision of the City shall be final and binding on SoCalGas. If in the opinion of the City the stress or strain may endanger or injure the City Facility, or any part thereof, SoCalGas agrees, at its sole cost, to immediately relieve the stress or strain by lightening the load or structural reinforcement in a manner satisfactory to City. If any of SoCalGas's Network equipment and facilities fails to meet applicable legal requirements, SoCalGas shall promptly, at its own cost, replace such equipment and facilities with compliant equipment and facilities.

4.3 **Construction Permit Applications.** SoCalGas may apply for a single Construction Permit that applies to up to 39 City Facilities involving similar equipment, facilities, conditions, and issues. City will respond within 20 business days of such application.

4.4 Location of Network. The proposed locations of SoCalGas's planned initial installation of the Network shall be provided to the City promptly after SoCalGas's review of available City maps of streetlight, traffic signal, and city-owned facilities and prior to commencement of any deployment activities. SoCalGas shall submit regular reports with maps identifying the number, location and types of components planned to be installed, until the Network installation is complete. Documentation shall be submitted to the City Project Manager in an agreed format sufficient to permit City review, oversight and approval in advance of construction. SoCalGas shall keep the City Project Manager informed of progress on deployment on a bi-weekly basis. SoCalGas shall make a report to the City Project Manager upon completion identifying any deviation from the approved plan.

Upon the completion of installation of the Network, SoCalGas shall promptly, but in no event not later than 30 days following such completion, shall furnish to the City a summary and map identifying the exact location of Network equipment and facilities on or in City Facilities and in the City ROW.

4.5 No Advertising, Signage or Marks. Absent the City's prior written consent, SoCalGas shall not place any marks, signs, advertisements, notices, decorations, or any other unauthorized devices or Attachments in or on City Facilities or the ROW or other City ROW. SoCalGas shall place a small identifying mark including a contact phone number to contact in case of emergency on the Network equipment or facilities mounted in the City ROW to facilitate identification.

4.6 Construction Standards. Network shall be installed on and removed from the City Facilities in a good and workmanlike manner without the Attachment of any construction liens.

4.7 Alterations, Additions, Improvements and Equipment Upgrades. SoCalGas shall not make or allow to be made any alterations, additions or improvements to or of any City Facilities or any part thereof without first obtaining the written consent of the City. If the City consents, all alterations, additions or improvements shall be made at SoCalGas's sole expense. SoCalGas may update or replace the Network from time to time with the prior written notice to the City, provided that ((i) the model has been previously approved by the City; (ii) the replacement device is no heavier or larger, uses no more electrical power, or creates no greater health, safety, or visual impact, than the model it is replacing; (iii) the method of obtaining electrical power for the device is the same as for the model it is replacing; (iv) the electrical power consumption, size and weight of the updated equipment does not, in the reasonable judgment of the City, place an undue burden on, or risk of damage or injury to, the City Facilities or persons working on or affected by City SoCalGas; and (v) any change in their location on the City Facility is approved in writing by City. SoCalGas shall submit to the City a detailed proposal for any replacement Network and any supplemental materials, as may be requested, for the City's evaluation and approval. No equipment upgrade or replacement may be undertaken without an interference review and written approval of the City prior to the installation. Upon termination of this License, SoCalGas at its sole cost and expense shall remove any alterations, additions, improvements or equipment upgrades and shall repair with all due diligence and at its sole cost and expense any damage to the ROWs or Facility caused by removal.

Section 5: Relocation and Displacement of Network.

5.1 Relocations at City's Request. SoCalGas understands and acknowledges that City may occasionally require SoCalGas to relocate or remove Network equipment or facility from one or more of its City Facilities or City ROW, and SoCalGas shall at City's direction relocate or remove such at SoCalGas's sole cost and expense, whenever City reasonably determines that the relocation or removal is needed for any of the following purposes: (a) to facilitate the construction, completion, repair, relocation, or maintenance of a City project; (b) to prevent a Network component from interfering with or adversely affecting proper operation of City-owned light poles, traffic signals, or other City Facilities; or (c) to protect or preserve the public health or safety, or the perception thereof. In any such case, the City shall use its best efforts to afford

SoCalGas a reasonably equivalent alternate location. If SoCalGas shall fail to relocate or remove any such Network equipment or facility as requested by the City within fifteen (15) days, the City shall be entitled to relocate or remove the same at SoCalGas's sole cost and expense, without further notice to SoCalGas. In such event the City shall not be responsible for damage to the removed Network equipment or facility, but shall use reasonable care to preserve such removed equipment or facility until retrieved by SoCalGas.

5.2 Relocations at SoCalGas's Request. In the event SoCalGas desires to relocate any Network equipment or facility from one City Facility to another, SoCalGas shall so advise the City. The City will use its best efforts to accommodate SoCalGas by making another reasonably equivalent City Facility available for use in accordance with and subject to the terms and conditions of this Agreement, at SoCalGas's sole cost and expense. During any Attachment, if SoCalGas discovers that the City Facility is unsuitable for any reason, SoCalGas is authorized to move such to another City Facility which is suitable upon prompt notice to City Project Manager. Such Attachment will not require a separate or new permit application provided that (i) the model has been previously approved by the City; (ii) the replacement device is no heavier or larger, uses no more electrical power, or creates no greater health, safety, or visual impact, than the model it is replacing; (iii) the method of obtaining electrical power for the device is the same as for the model it is replacing; (iv) the electrical power consumption, size and weight of the updated equipment does not, in the reasonable judgment of the City, place an undue burden on, or risk of damage or injury to, the City Facilities or persons working on or affected by City Facilities; and (v) any change in their location on the City Facility is approved in writing by the City.

5.3 Damage to City Facility or Rights-of-way. Whenever the removal or relocation of Network is required or permitted under this Agreement, and such removal or relocation shall cause or causes the City Facility to be damaged, SoCalGas, at its sole cost and expense, shall, promptly repair and return the City Facility in which the Network is located to a safe and satisfactory condition to the satisfaction of the City's Director of Public Works. If SoCalGas does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to SoCalGas, to perform or cause to be performed such reasonable and necessary work on behalf of SoCalGas and to charge SoCalGas for the proposed costs to be incurred or the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, SoCalGas shall promptly reimburse the City for such costs.

5.4 Repairs and Notification. Any damage done to the City Facilities or ROW during construction, installation, repairs, relocation and/or during operations of the network shall be repaired or replaced immediately at SoCalGas's sole cost and expense and to City's sole satisfaction. SoCalGas shall pay all costs and expenses in relation to maintaining the integrity of the City Facilities in connection with SoCalGas's construction, installation, repairs, relocation and/or operations of Network. Except in case of emergency, SoCalGas shall notify City in advance in writing of SoCalGas's proposed construction, maintenance or repair activities to be performed on the City Facilities in order to coordinate those activities with City's operations. SoCalGas shall obtain City's written approval of its proposed activities before beginning any work. City's approval shall not be unreasonably withheld.

5.5 Destruction of City Facilities. In the event that a City Facility, including but not limited to a street light pole, light or other supporting structure is rendered unusable through the action of a third party, including, but not limited to, vehicle involved in a collision with such facility, City's sole responsibility shall be to notify SoCalGas of such action, transport any Network equipment or facilities located or attached to such facility to City's Corporation Yard and make such equipment and facilities available for retrieval by SoCalGas with fourteen (14) days from the time such notice is given. City shall use reasonable care to preserve such but shall not be responsible for any damage to the equipment resulting from the transportation or storage as stated herein.

5.6 City Repairs to City Facilities or Rights-of-way. City reserves to itself the right to maintain

and repair the City Facilities and Rights of Way and to operate its facilities in such manner as will best enable it to fulfill its own requirements and will use reasonable care not to damage any SoCalGas Network equipment or facilities during such maintenance, but City shall not be liable to SoCalGas for any interruptions to the Network or Network Equipment arising in any manner from such maintenance of the City Facilities or ROW.

Section 6: Maintenance.

6.1 SoCalGas's Obligation to Maintain. SoCalGas shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Network, and improvements, and shall keep the same in good repair and condition during the term of the License.

6.2 Safe Condition and Good Repair. SoCalGas shall, at its own expense, maintain the Network and any equipment on or attached to the City Facilities in (i) a safe condition, in good repair; (ii) in a manner reasonably satisfactory to City so as not to conflict with the use of or other leasing of the City Facility by City; and (iii) in conformity with such requirements and specifications as the City may from time to time prescribe and with all applicable laws and regulations, including but not limited to the National Electrical Safety Code. If applicable, SoCalGas shall also comply with General Orders No. 95 and 128 of the Public Utilities Commission of the State of California and any revisions or supplements thereto. SoCalGas shall not interfere with the use of the City Facility, related facilities or other equipment of other tenants on the same City Facility or ROWs.

6.3 Painting of Network. In the event the City or any other tenant undertakes painting, construction or other alterations on City Facilities, City shall provide notice to SoCalGas of 5 business days. SoCalGas shall take reasonable measures at SoCalGas's cost to cover or protect SoCalGas's equipment, personal property or Network from paint and debris fallout which may occur during the painting, construction or alteration process.

6.5 Additional Cost. If City elects to make modifications or repairs or work of any other kind to the City Facilities, SoCalGas shall pay any additional cost for work caused solely by the presence of SoCalGas's Network on the City Facilities ("Additional Cost"). The Additional Cost shall be the difference between competitive bids obtained by City from responsible contractors to perform the work, and bids to perform the work as though the Network were not present at the City Facilities. As an alternative to payment of Additional Cost, and with City's prior written approval, SoCalGas may elect to remove temporarily or to relocate its Network or any portion thereof from the City Facilities at no cost to City. If any work proposed by the City requires the temporary removal or relocation of SoCalGas's Network, all costs of removal or relocation shall be paid by SoCalGas.

Section 7: No Interference. SoCalGas in the performance and exercise of its rights and obligations under this Agreement shall not interfere with, interrupt or degrade in any manner with the City's use of the City Facilities, any other radio devices used by City forces for other purposes, or the placement of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television, and other telecommunications equipment, utility facilities, or City property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. If such interference, interruption or degradation occurs, SoCalGas shall correct such problem within twenty-four (24) hours of notice by City. To the extent such is caused by obligations under this Agreement, Parties shall reasonably cooperate to achieve the goals for this Section.

Furthermore, SoCalGas shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency

emissions, other radiation and safety). The City agrees to reasonably and non-discriminatorily cooperate with SoCalGas in obtaining, at SoCalGas's expense (including reimbursement of the City's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by SoCalGas's use of the City Facilities. SoCalGas shall obtain written certification from the City of Riverside that the City Facilities cause no interference or loss of signal of any City owned or operated communications services prior to turning up power and transmitting any signal from the SoCalGas's Network on the City Facilities. SoCalGas agrees to cooperate with the City to provide and review all technical information including engineering data on intermodulation and power output of SoCalGas's Network to allow a determination by the City of the SoCalGas's Network probable impact on City owned and operated communications facilities. Further, if at any time during the SoCalGas's use of the City Facilities, it is determined by the City that the SoCalGas's Network are negatively impacting the City's communications facilities, SoCalGas agrees to immediately shut off power and transmission to and from SoCalGas's Network, until the interference can be resolved by modification of the SoCalGas's wireless services.

Section 8: Freedom from Liens. SoCalGas shall keep the City Facilities and ROWs free from all liens, including mechanics liens, arising from any act or omission of SoCalGas or those claiming under SoCalGas. SoCalGas shall pay as due all claims for work done, and for services rendered or material furnished to the City Facilities and ROWs at SoCalGas's request. If SoCalGas fails to pay any claims or to discharge any liens, City may do so and collect all costs of discharge, including its reasonable attorney fees. Payment or discharge by City shall not constitute a waiver of any right or remedy City may have on account of SoCalGas's default. SoCalGas may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as City's property interests are not jeopardized. If a lien is filed as a result of nonpayment, SoCalGas shall within ten (10) days after knowledge of filing of the lien, provide City with an executed copy of a discharge of the lien, or deposit with City cash or a sufficient corporate surety bond or other security satisfactory to City in an amount sufficient to discharge the lien plus any costs, attorney fees or other charges that could accrue as a result of any foreclosure sale or sale under the lien. This License shall be subject and subordinate to any liens and encumbrances as are now on or as City may hereafter impose on the ROWs or Facility, and SoCalGas shall upon request of City, execute and deliver agreements of subordination consistent with this Section.

Section 9: Fees and Charges

9.1 Charges for Electricity. City shall provide and make available to and SoCalGas shall have the right to draw electricity for the operation of wireless services from the power source associated with each Attachment to City Facilities. Power charges shall be based on the City of Riverside Public Utilities Department Electric Rule 17. Access to a third party's private entity power source shall require additional written consent from the third party. As part of the Construction Permit application, SoCalGas shall provide an estimate of the electrical usage required for each component of the Network. Electrical costs shall be calculated based upon actual usage of electricity and applicable tariffs, or a usage formula shall be applied to calculate actual expense per unit and including, without limitation any necessary installation, operation and/or removal or replacement of metering devices that may be necessary to support measurement or metering of SoCalGas's power usage.

SoCalGas shall be solely responsible for the payment of utility charges for any Network component mounted within the ROWs to any utility company other than Riverside Public Utilities.

9.2 Fees. Fees for use of City Facilities solely owned by the City shall be calculated as stated in Exhibit B.

Section 10: Ownership Rights. No use, however extended of any City Facility or ROWs under this

License shall create or vest in SoCalGas any ownership or property rights. SoCalGas's rights shall be and remain a mere license which as to any particular City Facility or Rights-of-way. Licensed use to a particular City Facility or ROWs may be terminated at any time by City upon ninety (90) days written notice to SoCalGas and SoCalGas shall remove immediately thereafter any Network from the City Facility or Rights-of-way, provided that City offers an alternative location for such Network. Nothing herein contained shall be construed to compel City to maintain any particular City Facility or ROWs for a period longer than that demanded by its own service requirements.

Section 11: Discontinuation or Abandonment of Network/Removal Security

11.1 Discontinuation of Abandonment. In the event that any portion of the Network, is either abandoned or no longer placed in service for a period of six (6) months or more, City, at its sole option, and without waiving any other available remedy, may require SoCalGas to promptly remove such portion of the Network at SoCalGas's sole cost and expense. In addition, the City may deem such Network components abandoned and take possession and ownership of them.

Section 12: Representations and Warranties

(a) City represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this Agreement and grant the rights and License contained herein. The City further represents that it will make sufficient suitable City Facilities available for SoCalGas to meet its obligations under the Street Light Pole Attachment Agreement in areas where such City Facilities currently exist. The City also represents that the applicable City Facilities will have the necessary electrical power available (or will be available with the issuance of any Construction Permit herein), and that such shall be non-interruptible electrical power available for the term of this Agreement for use with City Facilities.

(b) SoCalGas represents and warrants to City that, to its knowledge, after due inquiry, (i) it has all licenses, permits and rights authorizing it to enter into this Agreement; (ii) SoCalGas is duly organized and validly existing under the laws of the state in which it was formed and is qualified to do business in the State of California; (iii) the execution and delivery of this Agreement has been duly authorized by the proper corporate proceedings; (iv) this Agreement constitutes a valid and binding obligation of SoCalGas enforceable in accordance with its terms; and (v) neither the execution, delivery or performance of this Agreement will violate or conflict with any law, rule, regulation, order, judgment, organization document, instrument or agreement by which SoCalGas is bound. The individuals executing this Agreement and the instruments referenced herein on behalf of SoCalGas each represent and warrant that they have the legal power, right and actual authority to bind SoCalGas to the terms and conditions of this Agreement.

Section 13: Assignment and Transfer

SoCalGas shall not assign, transfer or sublicense its interest in or obligations under this Agreement ("Assign") without the prior written consent of City, which consent shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, SoCalGas may assign, transfer or sublicense its interests and obligations hereunder to a parent, wholly-owned affiliate, wholly-owned subsidiary company, or purchaser of all or substantially all of its assets or stock, without the prior written consent of City. Any such attempted assignment, transfer or sublicense by SoCalGas without City's prior written consent shall be void ab initio, and shall constitute an incurable breach of this Agreement entitling City to terminate this Agreement.

SoCalGas agrees it shall not be unreasonable for City to withhold its consent, if:

- (i) the Assignee's financial condition or technical ability to operate wireless services is not as good as SoCalGas's on the effective date; or
- (ii) the Assignee does not have approved contracts or other arrangements in place on the Assignment Date, to begin provision of wireless services and use of all City Facilities and ROWs licensed for use within sixty days after the Assignment; or
- (iii) the Assignee fails to provide adequate documentation to City of Assignee's ability to satisfy the requirements set forth herein.

Section 14: Indemnification and Limitation of Liability

14.1 General. To the extent authorized by law, and except as to the sole negligence, or willful misconduct, each Party shall protect, defend, indemnify, and hold the other Party and their officers, agents, contractors and subcontractors, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any real property or tangible personal property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the City Facilities or the acts or omissions of the indemnifying Party or the indemnifying Party's officers, agents, employees, contractors, or subcontractors, licensees, invitees or guests, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of the other Party or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of a Party or any Party's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests. Each Party shall give the other reasonable notice of any such claims or actions. Each Party shall use counsel reasonably acceptable to the other in carrying out its obligations hereunder.

14.2 Hazardous Substances Indemnity. SoCalGas expressly agrees to and shall indemnify, defend, release and hold the City, their officers, officials, directors, agents, servants, employees, harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances which were caused to be placed on, in, under, or about the City Facilities and ROWs by SoCalGas, its officers, directors, agents, servants, employees. However, this requirement to indemnify, defend, release and hold harmless specifically excludes any such liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) that are solely related to the City's, their officers', officials', directors', agents', servants', or employees' own disposal, treatment, transportation, or manufacture of such Hazardous Substances. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Agreement.

14.3 Hazardous Substances Defined. Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); The Toxic

Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H. & S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H. & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. §§ 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

14.4 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other or to any third party for any indirect, incidental, special or consequential damages arising out of or in connection with this Agreement, including without limitation, damages for loss of business profits (other than for amounts due under this Agreement), anticipated revenue, information, data, the interruption of business, or any legal, engineering, consulting or other professional fees or expenses, regardless of whether such Party knew or had reason to know of the possibility of such damages.

Section 15: Insurance

15.1 General. Prior to the City's execution of this Agreement, SoCalGas shall obtain, and shall thereafter maintain during the term of this Agreement, such general liability insurance as required to insure SoCalGas against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of SoCalGas.

15.2 Workers' Compensation Insurance: By executing this Agreement, SoCalGas certifies that SoCalGas is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. SoCalGas shall carry the insurance or provide for self-insurance required by California law to protect said SoCalGas from claims under the Workers' Compensation Act. Prior to the City's execution of this Agreement, SoCalGas shall file with the City either (1) a certificate of insurance showing that such insurance is in effect, or that SoCalGas is self-insured for such coverage, or (2) a certified statement that SoCalGas has no employees, and acknowledging that if SoCalGas does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given ten (10) days prior written notice before modification or cancellation thereof.

15.3 Commercial General Liability and Automobile Insurance. Prior to the City's execution of this Agreement, SoCalGas shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure SoCalGas against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern SoCalGas operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of SoCalGas, or SoCalGas may provide reasonable evidence of self-insurance for these same limits. The City, and its officers, employees and agents, shall be named as

additional insured's under the SoCal Gas's insurance policies.

To the extent the SoCalGas does not require its subcontractors to maintain the insurance coverage specified in this Section, the SoCalGas shall, at its own cost, defend, indemnify, and hold harmless the City of Riverside, its affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the work of any subcontractor, or their officers, directors, employees or agents to the extent that the City of Riverside would have been protected.

15.3.1 SoCal Gas's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent consultant's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

15.3.2 SoCalGas's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of SoCalGas's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with SoCalGas's performance of this Agreement which vehicles shall include, but are not limited to, SoCalGas owned vehicles, SoCalGas leased vehicles, SoCalGas's employee vehicles, non- SoCalGas owned vehicles and hired vehicles.

15.3.3 Prior to the City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with the City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

"It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insured's under this policy, solely for work done by and on behalf of the named insured for the City of Riverside."

The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by SoCalGas will be considered primary and not contributory to any other insurance available to the City.

The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to the City by certified or registered mail.

The City, its agents and employees make no representation that the limits of the insurance specified to be carried by SoCalGas pursuant to this Agreement are adequate to protect SoCalGas. If SoCalGas believes that any required insurance coverage is inadequate, SoCalGas will obtain such additional insurance coverage, as SoCalGas deems adequate, at SoCalGas's sole expense.

SoCalGas shall cause its insurer to waive the insurer's right of subrogation with respect to the City and its insurers. By executing this Agreement, SoCalGas certifies that SoCalGas is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. A certificate evidencing such compliance shall be filed with the City, which certificate shall provide that the City shall be given ten (10) days' written notice prior to cancellation of such coverage.

Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement and shall not be construed as a waiver of SoCalGas's obligation to provide the required insurance coverage. The coverage and limits of insurance required in this Agreement will not be construed as a limitation of any liability to the City. All insurance policy deductibles, self-insured retentions and retrospective premiums will be the sole responsibility of SoCalGas.

Section 16: Default.

In the event either Party shall fail to observe or perform any material aspect of the terms and provisions of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting Party ("Default"), then the non-defaulting Party may terminate this Agreement, provided however, that where such Default cannot reasonably be cured within such period, and the defaulting Party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure.

Section 17: General

17.1 Confidentiality. If either Party provides confidential information to the other in writing, which writing is clearly marked confidential, the receiving Party shall, to the extent authorized by law, protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, or by statute, which is independently developed by the receiving Party, or which becomes available to the receiving Party without known restrictions from a third party.

17.2: Costs. Except as otherwise expressly provided above, each Party shall bear its own entire attorney's fees and other expenses related to this Agreement.

17.3 Third Party Beneficiaries. No person or entity shall be considered a third-party beneficiary to this Agreement. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person or entity not a Party hereto.

17.4 No Partnership. The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the City and SoCalGas.

17.5 Severability. In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

17.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws.

17.9 Force Majeure. Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

17.10 Waiver. No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver. A waiver by either Party of any of the covenants, conditions or obligations to be performed by the other Party under this Agreement shall not be construed to be a general waiver.

17.11 Headings. The Section headings herein are for convenience and reference only, and shall in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

17.12 Notices. Whenever written notice is required or permitted to be given under this Agreement by one Party to the other, it shall be given effect by hand delivery, or by mailing the same by certified mail, return receipt requested, properly addressed and postage pre-paid to the Party to whom given. Notices shall be addressed as follows:

If to the City:

General Manager Riverside
Public Utilities City of Riverside
3900 Main Street
Riverside CA 92522

If to SoCalGas:

Southern California Gas Company
555 West Fifth Street
Los Angeles, CA 90013
Attn: David Mercer, Network Technology Manager
Tel: (213) 244-5415

Either Party hereto may at any time designate a different person or address for the purpose of receiving notice by so informing the other Party in writing in accordance with this section. Notice by certified mail shall be deemed given upon actual receipt thereof or three (3) days after being deposited in the United States Mail, whichever first occurs.

17.13 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the Parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.


17.14 Authorized Representatives. Each Party shall designate a representative who is authorized to act on its behalf in the implementation of this Agreement and with respect to those matters contained herein, which are the functions and responsibilities of the Authorized Representatives. Each Authorized Representative may delegate actual performance of such functions and responsibilities; provided, that any agreement of the Authorized Representatives required to be in writing shall be signed by the Authorized Representatives. Either Party may at any time change the designation of its Authorized Representative by written notice to the other Party.

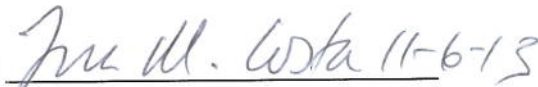
17.15 Time of the Essence. Time is of the essence for each and every provision of this Agreement.


IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

need legal name of SOCALGAS
CITY OF RIVERSIDE
Inc.

[-SOUTHERN CALIFORNIA GAS COMPANY-----,

By: 
Name: Belinda J. Graham
Title: Assistant City Manager

By:  11-6-13
Name: Tina M. Costa
Title: Contracts & Special Projects
Manager, Advanced Meter

Attest:
By:  City Clerk

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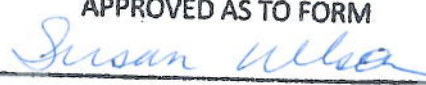
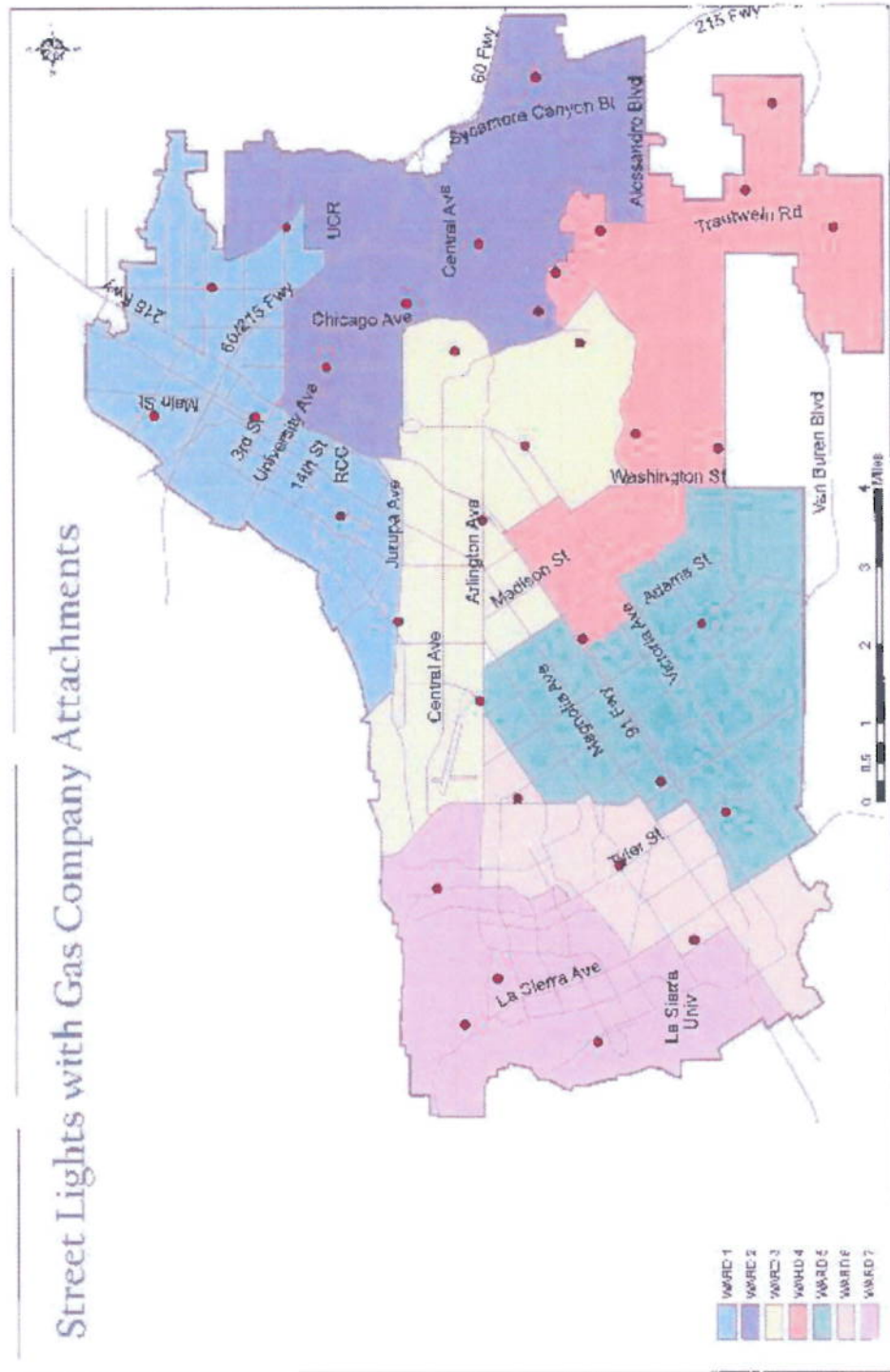
APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

Exhibit "A" – Attachment Sites



**EXHIBIT B - FEES FOR ATTACHMENT OF ADVANCED METER FACILITIES TO THE
CITY OF RIVERSIDE STREETLIGHT POLES**

This 'Exhibit B' is a fee schedule for attachment of Advanced Meter Facilities to 34 City of Riverside Streetlight Poles as set forth in Exhibit A of the Attachment Agreement. The Gas Company will be responsible for all reasonable fees associated with the attachment of this equipment to the City's streetlight poles.

- 1) Fees – Upon execution of this agreement, fees totaling \$39,900 will be charged to the Gas Company for attachment of Advanced Meter Facilities to the City's thirty-four (34) streetlight poles. 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 DCUS are used.