

**CITY OF SAN DIEGO ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING WITH
SDG&E REGARDING GAS AND ELECTRIC FRANCHISE AGREEMENTS**

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**ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIEGO AND SAN DIEGO GAS & ELECTRIC COMPANY**

THIS ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation (“**CITY**”), and **SAN DIEGO GAS & ELECTRIC COMPANY**, a California corporation (“**GRANTEE**”) (CITY and GRANTEE are collectively referred to herein as the “**Parties**”), to be effective when signed by both Parties and approved as to form by the San Diego City Attorney (the “**Effective Date**”).

On July 11, 2021, the following ordinances became effective (hereinafter, the “**Franchises**”): that certain City of San Diego Ordinance No. 0-21328, *An Ordinance of the Council of the City of San Diego Granting to San Diego Gas and Electric Company the Franchise for Transmitting and Distributing Electricity and other purposes* (the “**Electric Franchise**”) and that certain City of San Diego Ordinance No. 0-21327, *An Ordinance of the Council of the City of San Diego Granting to San Diego Gas and Electric Company the Franchise for Transmitting and Distributing Gas and other purposes* (the “**Gas Franchise**”).

The Franchises call for the Parties to negotiate an Administrative Memorandum of Understanding to “define and promote a cooperative working relationship between the parties and to address the handling of operational issues . . .” The Parties now wish to enter into this MOU to further define and promote the relationship between the Parties and permit GRANTEE to exercise its rights and obligations regarding the installation, operation, repair, replacement, maintenance and removal of Grantee’s facilities within the public rights of way of the CITY, in accordance with the terms of the Franchises.

- 1) Definitions: As used in this MOU, the following terms shall be defined as follows:
 - a) “**Applicable Laws**” shall have the meaning assigned to such term in the Franchises.
 - b) “**Business Days**” means any day other than a Saturday, Sunday or a Holiday. “**Days**” or “**days**” shall mean calendar days.
 - c) “**CITY**” shall mean the City of San Diego, and which shall include CITY’s agents, employees, and contractors. CITY shall be responsible for all CITY’s agents, employees and contractors and ensure that they adhere to all conditions as stated in this MOU.
 - d) “**CITY’s Address for Notices**” shall be:
SUSTAINABILITY & MOBILITY DEPARTMENT
1200 3RD AVE, SUITE 1800, MS1101B
SAN DIEGO, CA 92101
 - e) “**CITY Liaison**” shall mean the Director of the Sustainability & Mobility Department.
 - f) “**CITY Requirements**” shall mean applicable standards described in the Whitebook, the Greenbook, the California Building Code, City of San Diego Standard Drawings; The Street Design Manual; The Manual of Uniform Traffic Control Devices and the California Supplement, including, without limitation, applicable memoranda issued by the CITY Engineer.
 - g) “**Compliance and Critical Infrastructure Work**” Work to address infractions and critical repairs or upgrades discovered through GRANTEE’s inspection and maintenance programs which are subject to correction or repair deadlines imposed by the CPUC, other agencies, or internal mandates. These projects are required to mitigate largescale imminent failures, critical outages, and high priority fire hazards.
 - h) “**CPUC**” shall mean the California Public Utilities Commission.
 - i) “**DSD**” shall mean the CITY’s Development Services Department.
 - j) “**Emergency**” shall mean any unexpected situation or occurrence that has or may result in serious injury, property damage, or a threat to safety, security, or reliability of GRANTEE’s Facilities or the power grid.
 - k) “**Emergency Work**” includes temporary Work that is required to mitigate and restore active

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gas leaks, exposed gas lines, energized downed power lines, work to restore service to street lighting and signaling, damaged Facilities, cathodic protection, work to control, repair and restore energized facilities and the restoration of the ROW to a functional and safe condition for all applicable modes of transportation.

- l) **“Excavation”** shall mean the act, process, or result of earthen material or substance being removed, cut into, dug, quarried, uncovered, displaced, or relocated.
 - m) **“Facility”** shall mean any facility, instrument, appurtenance or piece of equipment used for the delivery of energy or in support of the delivery of energy and associated uses thereof by GRANTEE within the ROW.
 - n) **“GRANTEE”** shall mean San Diego Gas & Electric Company, and which shall include GRANTEE's agents, employees, and contractors. GRANTEE shall be responsible for all GRANTEE's agents, employees, and contractors and ensure that they adhere to all conditions as stated in this MOU.
 - o) **“GRANTEE's Address for Notices”** shall be:
Regional Public Affairs Department
8330 Century Park Ct.
San Diego, CA 92123
 - p) **“GRANTEE Liaison”** shall mean its Regional Public Affairs Manager.
 - q) **“Governmental Authorities”** shall mean any local, regional, state or federal governmental entities having jurisdiction over any aspect of this MOU, CITY, GRANTEE or the Work performed pursuant to this MOU.
 - r) **“Greenbook”** shall mean *Standard Specifications for Public Works Construction, 2021 Edition*, published by Public Works Standards, Inc., as may be updated from time to time.
 - s) **“Holiday”** shall mean a day defined by the CITY as a City Holiday as listed at <https://www.sandiego.gov/city-holidays>.
 - t) **“CITY Infrastructure”** shall mean all assets including but not limited to streets, sidewalks, curbs, drains, pipes, gutters in the ROW.
 - u) **“Maintenance”** means routine, recurring Work necessary to keep GRANTEE’s Facilities in such condition that they may be continuously used at their designated capacity and for their intended purpose, including, without limitation, functional checks, testing, inspection, servicing, minor repairs, upkeep, vegetation management, and ground clearance work.
 - v) **“Moratorium”** shall mean excavation restrictions placed on certain streets within the ROW as established by San Diego Municipal Code section 62.1200 *et seq.*
 - w) **“NPDES”** shall mean the National Pollutant Discharge Elimination System.
 - x) **“POC”** shall mean a Party’s point of contact.
 - y) **“ROW”** shall mean the publicly dedicated right-of-way of the CITY, which are public easements for streets, alleys, or other uses, as defined in San Diego Municipal Code section 113.0103, as may be amended from time to time.
 - z) **“SSWBF”** shall mean a Street/Sidewalk Blockage Form issued by the CITY.
 - aa) **“TCP”** shall mean a Traffic Control Plan developed by GRANTEE and reviewed by CITY.
 - bb) **“Whitebook”** shall mean that most recently adopted version of the *City of San Diego Supplement to the Greenbook*, produced by the CITY’s Public Works Department, Project Implementation Division, Standards & Contract Documents Section, as may be updated from time to time. In the event of a conflict between the Greenbook and the Whitebook, the Whitebook shall control.
 - cc) **“Work”** shall mean any activity required to inspect, test, check, implement, install, erect, excavate, trench, bore, construct, access, protect, electrify, power, maintain, repair, replace, remove, or modify new or existing Facilities within the Work Area by GRANTEE. Work shall also refer to any design construction activities by CITY or other parties in the ROW.
 - dd) **“Work Area”** shall mean any area of the ROW in which GRANTEE is performing Work.
- 2) **Purpose:** The purpose of this MOU is to dictate how GRANTEE exercises its rights and obligations

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- regarding the performance of Work on or related to GRANTEE's Facilities within the CITY ROW, as granted by and in accordance with the terms of the Franchises. This MOU does not supersede any CITY permits, permissions or other approvals GRANTEE is required to obtain to perform Work as described in this MOU. In the event of a conflict between a Franchise and this MOU, the Franchise shall control.
- 3) Term. This MOU shall be effective for the earlier of two (2) years from the Effective Date or the date a successive memorandum of understanding is executed. GRANTEE may apply for successive memorandum of understandings with the CITY within 6 months of the expiration of this MOU.
- 4) General Work Requirements.
- a) Entering Worksite and PPE. CITY reserves the right to enter upon any Work Area at all times to inspect and maintain the Work Area as CITY deems reasonably necessary; all personnel entering any Work Area must wear personal protective equipment (PPE) appropriate or required for the worksite at all times.
 - b) Conformance with San Diego Municipal Code Chapter 6, Article 2, Division 11. Work allowed and conducted pursuant to this MOU shall conform with the requirements in San Diego Municipal Code Chapter 6, Article 2, Division 11: "Procedures for Work on Utility Installations in the Public Right-of-Way" unless such requirements are superseded by other Applicable Laws; provided further, that any fees that may be assessed against GRANTEE pursuant to such requirements shall be credited against the fees paid to the CITY pursuant to the terms of the Franchises.
 - c) Compliance With CITY Requirements. GRANTEE and GRANTEE's agents and contractors shall comply with all Applicable Laws in the performance of Work under this MOU, including CITY Requirements, provided, however, that with respect to those activities for which the CPUC has exercised its regulatory authority, the CPUC's authority shall be presumed to be exclusive, and such regulations shall supersede CITY Requirements and other local or state Applicable Laws; provided further, CITY may request from GRANTEE written documentation of such exclusive CPUC authority with respect to such activity, provided that, in the event the CITY disagrees with the sufficiency of the documentation, and the Parties cannot come to agreement, they will follow the dispute resolution process as identified in Section 16(c) of this MOU. In the event of any conflict between this provision and any other provision of this MOU, this provision shall control. Furthermore, in the event of a conflict between any Applicable Law and a City Requirement, Applicable Laws shall control (unless the City Requirement is an Applicable Law).
 - i. GRANTEE's work is exempt under California Business and Professions Code Division 3, Chapter 7, Article 3, at section 6747; and California Public Utilities Commission Decision 07-12-003 (July 11, 2007) (Exemptions) and therefore not subject to contractor licensing requirements under SDMC §129.0121(b)(2) and has provided to the CITY in writing the basis for exemption to the listing requirements under SDMC §129.0121(c) (under California Business and Professions Code Division 3, Chapter 9, Article 3, at sections 7042.1 and 7042.5).
 - d) Facilities Access. Pursuant to the rights granted by CITY to GRANTEE in the Franchises, GRANTEE shall retain access to its Facilities in the ROW at all times and shall have the right to install its Facilities in the ROW, subject to the requirements of this Administrative MOU. CITY agrees that it will not affirmatively authorize third parties to block, restrict, impede or modify GRANTEE's access to its Facilities in the ROW and will provide reasonable assistance to GRANTEE if requested to ensure GRANTEE's rights to operate its Facilities in the ROW.
- 5) MOU Permit. The CITY has determined that certain types of Work performed by GRANTEE are permitted under this MOU may be performed by GRANTEE without the need for any additional right-of-way permits from CITY, if such Work is accomplished in accordance with the requirements of this MOU. The following classifications designate how GRANTEE's Work shall be managed.

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- a) Category 1: Maintenance, Inspection, and Low Impact Projects. These projects are grouped as one category because of their low complexity and smaller scopes. These include routine maintenance, inspection and low impact projects which have no impact or minimal impacts on the ROW. Approved Category 1 Project types are provided in Appendix A – Maintenance, Inspection and Low Impact Projects Under Category 1.
 - b) Category 2: Medium and High Impact Projects. Any planned Project that does not qualify as a Category 1 Project is automatically considered a Category 2 Project.
 - c) Category 3: Emergency Projects. A Project involving Emergency Work. This includes, without limitation, Work required to mitigate active gas leaks, energized downed power lines, restoring service to street lighting and signaling, damaged or failed underground equipment, or repairing damaged or deteriorating poles and/or equipment. This also includes Emergency Work to manage, de-energize, repair and restore energized facilities during Public Safety Power Shutoffs, and restoration of the ROW to its original condition in the event of damage to the ROW that impedes traffic or threatens public safety. This Work may fall into Category 1 or 2. These Projects will be automatically considered Emergency Work.
 - d) Category 4: Compliance and Critical Infrastructure Projects. Work to address infractions and critical repairs or upgrades discovered through GRANTEE’s inspection and maintenance programs. Once discovered, GRANTEE is subject to strict correction deadlines imposed by the CPUC or other agencies, or internal critical repair mandates, as further described in Appendix B – Compliance Deadlines. Compliance and Critical Infrastructure Projects may fall under Category 1 or 2 and will be managed accordingly.
 - e) Master Plan Approvals. Work performed by GRANTEE on a consistent basis in the same manner can be submitted to CITY for approval as a “**Master Plan.**” CITY shall review Master Plan proposals within 28 days of delivery by GRANTEE. If approved, CITY shall determine if the Master Plan is classified as a Category 1 or Category 2 Plan. Category 1 Master Plans may be used by GRANTEE without further review, as long as GRANTEE’s Work is compliant with the Master Plan. Category 2 Master Plans will require normal permitting but will allow a more rapid CITY’s review. Approval of a Master Plan to move project(s) into Category 1 is at the sole discretion of the CITY.
 - f) Permitting for projects to underground GRANTEE’s overhead poles and wires shall be controlled by provisions of the Undergrounding MOU required by the Electric Franchise.
- 6) Permitting Requirements by Category
- a) Category 1: Maintenance, Inspection, and Low Impact Projects. The CITY has determined that projects in Category 1 may be performed by GRANTEE under this MOU without additional right-of-way permits from CITY. GRANTEE will submit projects via the CITY’s online permitting system. Category 1 Projects must be submitted to the CITY no later than ten (10) business days prior to commencement of physical Work by GRANTEE; provided that schedule, workforce and related information for a Project may be uploaded, updated or modified after the Project is submitted.
 - i. The permit will contain the following information for each Category 1 Project:
 - 1) Justification (maintenance, inspection or low impact) including master plan, as applicable
 - 2) Job Name
 - 3) Job Number
 - 4) Scope of work
 - 5) Street Address
 - 6) Coordinates
 - 7) Business Point of Contact (Name, Email, Phone)
 - 8) Field Point of Contact (Name, Email, Phone)
 - 9) Crew (GRANTEE vs. Contracted)

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- 10) Start Date (+/- 2 weeks)
 - 11) Anticipated End Date (+/- 2 weeks)
 - 12) Time
 - 13) Conflict (Y/N)
 - 14) Moratorium (Y/N)
 - 15) Maintenance Assessment District (Y/N)
 - 16) SSWBF/Traffic Control (Y/N)
 - 17) Approved Master Plan Reference if applicable
- ii. Within thirty (30) days of the effective date, CITY and GRANTEE will establish the appropriate process for notification of Category 1 Projects.
 - iii. GRANTEE will consult the CITY's Project Map Finder to ensure that its Category 1 Projects do not conflict with any other field activities taking place in the ROW. If GRANTEE identifies a field conflict, GRANTEE will coordinate with third party project owners (and provide proof of coordination to CITY upon request). If GRANTEE's Work conflicts with a CITY project, GRANTEE will coordinate with the CITY's project manager. CITY agrees to respond to GRANTEE's coordination requests within two (2) Business Days.
 - iv. If a Low Impact Project occurs within a Maintenance Assessment District (MAD), it will be indicated on the Portal. CITY staff may contact GRANTEE's field point of contact as listed on the Portal should a MAD inspection be needed.
 - v. When Category 1 Work is being performed by GRANTEE's contractors, GRANTEE will display signage at each Project location to indicate GRANTEE project ownership. GRANTEE will also train its contractors on CITY procedures.
- b) Category 2: Medium and High Impact Projects. Medium and High Impact Projects shall be treated as standard projects of GRANTEE subject to standard CITY permitting requirements, as defined in San Diego Municipal Code section 113.0103, as may be amended.
 - c) Category 3: Emergency Projects. Emergency Work may be performed immediately; provided GRANTEE provides notice to CITY as described herein, and to the extent such Emergency Work is a Category 1 project, GRANTEE shall add the Project to the Portal; if it is Category 2, GRANTEE shall apply for the respective permits required for such Work within fourteen (14) Business Days per San Diego Municipal Code section 62.1212, as may be amended; provided that if the Emergency does not require any additional Work, no further action will be taken.
 - d) Category 4: Compliance and Critical Infrastructure Projects. Compliance and Critical Infrastructure Work may fall into Category 1 or Category 2, depending on the infraction, necessary improvements, or repair. Compliance and Critical Infrastructure Work will become Emergency Work when GRANTEE has submitted a permit application to complete the Compliance and Critical Infrastructure Work but has not received the necessary approvals to commence Work within eight (8) weeks from the Compliance and Critical Infrastructure Work's due date, or the specific infraction must be resolved within 30 days per the CPUC. CITY and GRANTEE shall review all open Compliance and Critical Infrastructure Work on a weekly basis.
 - e) Ongoing Review. The Parties agree to conduct ongoing reviews of these categories to determine adequacy and achieve improvements during the term of the MOU and subsequent MOUs, as appropriate.
- 7) Traffic Control Permits.
 - a) Generally. If any GRANTEE Project (except Emergency Work) impedes vehicular, bicycle, or pedestrian traffic, GRANTEE will apply for an SSWBF, including, if required, a TCP, in conformance with the latest edition of the City of San Diego Standard Drawings; the Street Design Manual; the Manual of Uniform Traffic Control Devices and the California

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Supplement; and Standard Specifications for Public Works Construction, including Regional and City of San Diego Supplement Amendments through DSD.

- i. GRANTEE will use pre-approved Working Drawings when applicable; if no pre-approved working drawings are applicable, GRANTEE will use a site-specific plan, if required.
 - ii. CITY and GRANTEE may add to the list of Working Drawings during the term of the MOU.
 - iii. TCPs shall be valid for 60 days from the date of issuance of and coordinated with associated project permits and approved dates; provided that if Work construction dates change, the SSWBF will be resubmitted with the valid, unmodified TCP.
- b) Emergency Work. When Emergency Work impedes vehicular or pedestrian traffic, appropriate traffic control will be used at all times when Emergency Work is occurring. CITY's inspector can request more information about traffic control management at the worksite from GRANTEE's onsite POC. Traffic control for the final restoration Work performed by GRANTEE after the Emergency Work is complete will be managed in accordance with standard traffic control requirements as described herein.
- c) Traffic Control Not Required. GRANTEE shall have no obligation to apply for an SSWBF or create a TCP for GRANTEE Work for which vehicle, bicycle, and pedestrian traffic are not impeded, and GRANTEE'S vehicles are parked legally.
- d) Field Revisions. Upon request of GRANTEE, the assigned CITY Resident Engineer may approve minor deviations to the SSWBF or the associated TCP based on discovered field conditions, such as signage changes or minor submittal errors. Such corrections shall be made by the Deputy City Engineer to the on-site approved SSWBF.
- 8) Work Hours. All Work under this MOU, except Emergency Work, is subject to the following work hour restrictions and requirements, unless otherwise directed through an approved SSWBF.
- a) No Work or related activities shall occur:
 - i. Before 7:00 a.m. or after 3:30 p.m. Monday through Friday.
 - ii. Before 7:00 a.m. or after 3:30 p.m. on Saturday, unless objection is raised by CITY.
 - iii. Sundays and Holidays unless approved by CITY.
 - iv. In a school zone, before 9:00 a.m. or after 2:00 p.m. (modifiable for the respective school's start and end times), Monday through Friday while school is in session. A school zone is any roadway within 500 feet of the school property.
 - b) Sunday, Holiday and after-hours work must be requested at least 2 working days in advance and is subject to CITY approval.
 - c) A CITY Construction Noise Permit is required for any construction Work between 7:00 p.m. and 7:00 a.m. Monday thru Saturday, or at any time on Sunday and holidays. To the extent CITY requires notification to customers of Work under a Noise Permit, GRANTEE shall not be required to share specific customer information with CITY.
 - d) Upon request of GRANTEE, the assigned CITY Resident Engineer may approve deviations to the permitted Work hours in the field. Corrections shall be made by a Deputy City Engineer to the on-site approved SSWBF.
 - e) The assigned CITY Resident Engineer must have approval of a Deputy City Engineer to modify a complete SSWBF approving Work during standard Work hours Monday-Friday to require GRANTEE to perform such Work after hours or on Sundays or Holidays except by request of GRANTEE.
- 9) Service Level Agreement.
- a) Following DSD's receipt of a complete permit application from GRANTEE, CITY will review each request and endeavor to approve the permit or provide feedback to GRANTEE within ten (10) Business Days.

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- b) If a permit application requires a secondary review for specific engineering area of impact (e.g. stormwater, paleontological impact, etc.), CITY will endeavor to approve the permit or provide feedback to GRANTEE within thirty (30) Business Days of notice of secondary review
 - c) Complete SSWBFs will be reviewed by the CITY and approved or rejected within two (2) Business Days.
 - d) Complete Construction Noise Permits with approved TCP will be reviewed by the City and approved or rejected within two (2) whole Business Days.
 - e) Any applicable invoices or CITY imposed fees associated with permits or submittals described herein shall be credited with the consideration paid within the Franchise Agreement.
- 10) Notification and Inspection Requirements, Commencement of Emergency Work and Preconstruction Activities
- a) Category 1 Projects. On a regular basis, each CITY Resident Engineer will receive a list of Category 1 Projects planned for their ROW area via e-mail. CITY Resident Engineers can also access the Portal to view all upcoming and ongoing GRANTEE Projects. GRANTEE shall have no other notification responsibilities with respect to Category 1 Projects. Should a CITY Resident Engineer determine that an inspection is required for a Category 1 Project, the assigned CITY Resident Engineer will contact GRANTEE's POC via e-mail or phone as listed in the Portal for that Project to confirm applicable work locations and times.
 - b) Work Requiring Notification. All other non-Emergency Work requires notification. For all Work requiring notification, GRANTEE shall contact the CITY via email (Fit_dsd@sandiego.gov) of the upcoming commencement of construction and invite assigned CITY staff to a pre-construction meeting, which shall occur within five (5) Business Days prior to commencement of construction. This meeting shall establish points of contact, define means and methods of the Project, and coordinate the GRANTEE's work schedule with scheduled CITY activities and CITY Transportation & Storm Station and Storm Water Department operations in and adjacent to the Work Area. At that time, GRANTEE shall submit a work schedule to the CITY via e-mail that includes a description of the Work to be performed, the specific location of such Work within the Work Area, and the dates and times of such Work. The applicable CITY Resident Engineer shall respond via e-mail within two (2) Business Days of receipt of a request from GRANTEE confirming CITY's attendance at the pre-construction meeting or requesting a scheduling change. If CITY does not respond within such time frame, GRANTEE will attempt to contact the Associate and Senior Engineer supervising the Resident Engineer as identified on the District Map, to confirm need for a pre-construction meeting (or lack of need in writing).
 - c) Emergency Work. GRANTEE will notify the CITY of Emergency Work in accordance with the notification requirements set forth in San Diego Municipal Code section 62.1212 and the CITY's emergency excavation website at <https://www.sandiego.gov/tsw/unplannedexcavation>. After essential services are restored, and the Emergency is no longer occurring with respect to the Work, GRANTEE will apply for the appropriate permit based on the project type within fourteen (14) Business Days. Furthermore, GRANTEE shall check in-flight Emergency Work at least every other Business Day to ensure safety until final restoration is complete, and immediately in response to CITY notifying GRANTEE of a safety issue.
 - d) Public Access Approval. In addition to GRANTEE's base notification obligations, GRANTEE shall notify the CITY Liaison and any impacted facilities or businesses a minimum of ten (10) Business Days prior to start of any Work that may affect access to any public or private facilities in the Work Area and GRANTEE shall provide sufficient documentation to CITY describing such notification.
 - e) Project Coordination. Upon request of GRANTEE, with respect to Category 2 Projects, CITY shall conduct project coordination conflict checks in the ROW to determine whether any other projects are planned that may conflict with GRANTEE's Work.

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- f) Street Repair Redundancy. CITY and GRANTEE will coordinate on whether there is any planned CITY or third-party Work that will result in the disturbance of the parts of the ROW GRANTEE plans to repair to allow GRANTEE, CITY and such third parties to coordinate Work.
 - g) Pre-Construction Documentation. It is the GRANTEE's responsibility to document site deficiencies for which it is not responsible. GRANTEE shall document the existing conditions of the site in advance of the work according to the Greenbook/Whitebook. Upon request, GRANTEE shall make this documentation available to the CITY.
- 11) Construction Requirements
- a) Street Repair.
 - i. Street repair shall be conducted pursuant to the conditions of this MOU, GRANTEE's permit, CITY Requirements, as applicable, and Applicable Laws. Additional conditions may not be added following issuance of the respective permit for the Work.
 - ii. GRANTEE shall restore CITY Infrastructure actually modified or materially damaged by GRANTEE's Work in the ROW to City Adopted Standards. Pursuant to such obligation, if GRANTEE is restoring CITY Infrastructure that, at the commencement of GRANTEE's Work, is not compliant with Applicable Laws concerning accessibility, and GRANTEE's Work actually impacts, alters, or modifies such parts of the ROW, GRANTEE shall restore such CITY Infrastructure in compliance with Applicable Laws concerning accessibility, including but not limited to the American with Disabilities Act (ADA), the California Code of Regulations, or City Requirements, to the most accessible standard applicable and to the maximum extent feasible for such area of the ROW; provided GRANTEE shall only be required to restore CITY Infrastructure actually modified or damaged by GRANTEE's Work and no other CITY Infrastructure, even if connected or related to the improved CITY Infrastructure. This subsection shall not apply to CITY Infrastructure subject to any joint-use agreements or any situation where CITY Infrastructure is constructed on or within GRANTEE's prior existing easement or fee.
 - iii. GRANTEE shall not be required to repair any part of the ROW included in a Work Area caused by other utilities or third parties who failed to comply with CITY Requirements.
 - b) Approved Lab Option for Street Repair. CITY and GRANTEE will endeavor to develop a process for approving third-party labs to perform a soil and compaction tests for backfill, concrete and asphalt in order to eliminate trench plates on the streets whenever feasible.
 - c) Abandoned Facilities.
 - i. When GRANTEE retires a Facility from service, it shall be at GRANTEE's discretion whether such Facility will be removed from the ground or remain in place.
 - ii. For gas pipelines that are retired from service and remain in the ground, GRANTEE will use the same approach required for CITY Infrastructure as described in the version of the Whitebook approved for use by the CITY at the time the applicable permit is issued, including any associated memoranda issued by the CITY Engineer.
 - d) Resident Engineer Review.
 - i. The assigned CITY Resident Engineer may request GRANTEE make reasonable modifications to the Work to protect the ROW, manage traffic impacts and ensure public safety, within the boundaries of the permits issued to GRANTEE to perform the Work and within the Work Area. The assigned CITY Resident Engineer may not require GRANTEE to perform any significant amounts of Work not described on the approved permit or in parts of the ROW not actually modified or impacted by

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GRANTEE's Work.

- ii. As an alternative construction method, the Assigned CITY Resident Engineer will permit GRANTEE to use boring instead of an open trench, provided that GRANTEE does not propose any additional scope of work and does not alter the trench line alignment and elevation. GRANTEE will place a note on permit documents that identifies boring in-lieu of open trench as a construction option. Additionally, GRANTEE agrees to submit a Construction Change Request if boring differs from the permitted trench alignment or elevation.
 - e) Landscaping and Site Restoration. Where GRANTEE's Work disturbs landscaping located in the ROW, GRANTEE will restore in kind; no maintenance beyond initial planting is required, unless required by permits for the Work issued by other Governmental Authorities.
 - f) Standard Drawings. CITY and GRANTEE commit to developing City of San Diego Standard Drawings for transmission lines.
- 12) Cooperation & Coordination with CITY Projects and CITY Work.
- a) Coordination. CITY and GRANTEE agree and acknowledge that coordination and collaboration between the Parties at the earliest stages of development of CITY Capital Improvement Projects will help expedite the Work necessary to accommodate these Projects in a safe, efficient and timely manner. In particular, the Parties shall make reasonable efforts to collaborate on the development of appropriate electronic methods to share information regularly to coordinate effectively.
 - b) Minimizing Conflicts; Design Changes. CITY shall make reasonable efforts to design CITY Capital Improvement Projects in a manner that minimizes conflicts with existing GRANTEE Facilities whenever feasible. Once conflicts are discovered, the Parties will make good faith efforts to re-design out of conflicts at the earliest design stages.
 - c) Minimizing Conflicts; City Project Review. GRANTEE shall make reasonable efforts to review CITY Project Finder information in advance of both project design and construction timeline. If GRANTEE identifies CITY project work in the area of a Category 2 or Category 4 project, GRANTEE will proactively engage with CITY to coordinate project timelines in advance of permit submittal.
 - d) CITY Project Schedules. CITY shall provide GRANTEE information updated at least monthly, in PDF format, regarding all active CITY Capital Improvement Projects using Procore or similar scheduling software, including specific project milestones to be determined by the Parties. The Parties shall also endeavor to meet monthly to review this information. The CITY will endeavor to include information about potential 90-Day Notices (as defined below) in its Project Schedules.
 - i. Service Point Approvals and Service Orders: The CITY and GRANTEE agree to create a working group to identify process improvements for Service Point Approval and Service Orders. If a CITY project requires a Service Point Approval, the CITY shall submit the request to the GRANTEE. The CITY shall make reasonable efforts to complete the project prior to the expiration, however, GRANTEE and the CITY will monitor any upcoming expirations and if the CITY confirms the project is still in progress, GRANTEE shall extend the Service Point Approval for an additional 6 months.
 - e) Electric Transmission and High Pressure Gas Conflicts. CITY shall make reasonable efforts to provide GRANTEE as much advance lead time as possible with respect to relocations that involve high volume or high pressure gas lines or electric transmission equipment to ensure the safety and reliability of GRANTEE's systems.
 - f) Management of Relocations.
 - i. Design. If GRANTEE Facilities may need to be relocated to accommodate a CITY Capital Improvement Project, CITY agrees to provide GRANTEE electronic copies

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- of CITY's (or its contractor's) design plans for the entire Project at 30% complete, 60% complete, 90% complete, 100% complete, signed plans, and any revisions thereto. CITY agrees to provide plans to GRANTEE at each stage even if conflicts do not appear to have changed or early checks reveal no conflicts.
- ii. Environmental Review. The CITY will work to include GRANTEE's relocation work into the CITY's Public Works Project environmental clearances provided GRANTEE submits necessary documentation for such clearances by deadline provided by the CITY on a per project basis. In addition, but particularly when an Environmental Impact Report (EIR) is involved or expected, CITY will confer with GRANTEE to discuss environmental requirements at the 30% and 60% design milestones.
 - iii. Initiating Field Construction. GRANTEE must initiate physical field construction to commence the relocation of its Facilities in conflict with a CITY Capital Improvement Project within 90 days after receipt of a request in writing from the CITY Manager or their designee (a "**90-Day Notice**") to the SDG&E designee as identified in Appendix D. "Initiating physical field construction" means, at a minimum, GRANTEE's attendance at a pre-construction meeting with the CITY's prime contractor for the Project. CITY agrees that a 90-Day Notice will be issued when the CITY has awarded the prime construction contract for the Project and such prime contractor will be ready to hold a pre-construction meeting with GRANTEE's representatives by the end of the 90-Day Notice period.
 - iv. Missing, Different or Inaccurate Information. Failure of CITY's design plans to include information or mistakes in Project information relevant to the relocation of GRANTEE's Facilities, or material changes to the CITY's design plans require issuance of a new 90-Day Notice, including revised plans. CITY shall endeavor to give GRANTEE reasonable time to re-design its Facilities to accommodate material design changes.
 - v. Permitting. GRANTEE shall not be required to obtain separate permits to relocate or protect in place its Facilities for the specific purpose of accommodating a CITY Public Works Project provided that all GRANTEE work occurs within the Public Works Project limits, is working within the project's contractor's traffic control plan, and under the supervision of the Resident Engineer or authorized CITY contact. If required by the City Engineer or designee, GRANTEE may need to obtain additional or separate right-of-way and/or SSWBF permits for work outside of the project limits.
 - 1. GRANTEE may perform work prior to the commencement of construction on City Public Works projects on a case-by-case basis. Such work is subject to approval and coordination with the CITY and its authorized contact. If approved by the City, GRANTEE may need to obtain additional or separate right-of-way and/or SSWBF permits for work outside of the project limits.
 - 2. GRANTEE shall contact the assigned Resident Engineer or authorized CITY contact and schedule a pre-construction meeting prior to the commencement of construction.
 - vi. Trees. GRANTEE shall not be required to relocate any Facilities to accommodate trees or other vegetation being planted or proposed to be planted by CITY as part of a CITY Capital Improvement Project.
- g) Slurry Seal and Paving Mark Out. If the CITY is slurry sealing or paving a road as part of any CITY Capital Improvement Project, CITY shall give GRANTEE's Liaison as much notice as possible of the timing and location of such projects and, at minimum, provide the information to GRANTEE upon receipt of the Traffic Control Permit (TCP). CITY and GRANTEE will work together to identify opportunities to improve notice periods and communication and explore the option of using protective hoods over GRANTEE assets during slurry sealing or

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paving activities where applicable.

- h) Exposed Gas Lines. CITY shall notify GRANTEE by calling (800) 411-SDGE no later than 24 hours after a gas main or service line is exposed by CITY, if any such exposure is unplanned or unexpected.
- i) Standby Services.
 - 1. If the CITY is undertaking excavation Work near any energized Facilities, aboveground or underground, or any other Work that may endanger GRANTEE's Facilities or public or worker safety, CITY shall utilize 8-1-1/DigAlert in accordance with Applicable Laws. If the CITY has questions pertaining to DigAlert, please contact the SDG&E representative designated in Appendix D.
 - ii. Once DigAlert issues a ticket for the Work and GRANTEE's Facilities are located and marked out, if visual monitoring or physical protection of Facilities is required (meaning Work occurring within ten (10) feet of Facilities 61 pounds or greater, or with a voltage of more than 60kV), GRANTEE shall contact the CITY contractor to arrange for an on-site field meet to establish standby requirements ("**Standby Services**"). Once Standby Services are established, CITY shall request Standby Services using the following contact information, which will be updated by GRANTEE as needed:
 - 1. For gas Facilities pressurized 61 to 400 pounds: Standby Request Line (760) 480-7612. This number is also provided through the positive response process when Facilities are being located and Standby personnel are required.
 - 2. For electric Facilities (overhead and underground): Diversified (626) 325-3212 x506.
 - 3. For gas Facilities pressurized over 400 pounds: GRANTEE will schedule Standby Services automatically without further CITY action.
 - iii. Standby Services will be provided to CITY within ten (10) days, as required by the terms of the Franchises, and all associated obligations in the Franchises shall apply.
 - iv. If CITY or GRANTEE identify conflicts with CITY Work that require chipping of protective concrete casing enclosing GRANTEE Facilities, GRANTEE shall schedule personnel to perform exposure of its Facilities to facilitate CITY Work.
 - v. If Standby Services are required, CITY Work may not commence until the appropriate personnel are onsite, and Work must cease if the personnel leave the site, unless Standby Services are no longer required. If GRANTEE's Standby personnel call a stop to the Work, the Work must be stopped until the Standby personnel are satisfied that the Work can commence safely and without damage to GRANTEE's Facilities.
 - vi. The costs of Standby Services required for the protection of GRANTEE's high pressure gas Facilities and electric transmission Facilities, including any personnel, stand-by safety engineers, or other services necessary for the protection of Grantee's Facilities or public safety shall be the responsibility of GRANTEE.
 - vii. The costs of Standby Services required for the protection of GRANTEE's low and medium pressure gas Facilities (meaning 60 psi or less) and electric distribution (meaning 12 kV or lower) Facilities, including any personnel, stand-by safety engineers, or other services necessary for the protection of Grantee's Facilities or public safety shall be the responsibility of CITY.
 - viii. CITY and GRANTEE shall cooperate during the Term of the MOU to develop processes by which the Parties can identify planned CITY Projects in the design phase that may need Standby Services and schedule such Services accordingly.

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- ix. Additionally, CITY may request Standby Services where not required if CITY reasonably believes such Standby Services would be useful or beneficial because of outside factors; such Standby Services are outside of GRANTEE's established obligations as described in the Franchises and are the responsibility of the CITY.
 - x. CITY may request SDG&E management support and/or supervision in cases where the conditions have risen to a level of imminent threat to public safety or system operations.
- 13) ArcGIS. CITY and GRANTEE agree to cooperate on the development and maintenance of an online website hosted by GRANTEE displaying Geographical Information Systems ("GIS") data describing the location of GRANTEE Facilities in the CITY ("**ArcGIS Site**"). Access to the ArcGIS Site shall be securely controlled by CITY. CITY will manage employee and contractor access to the ArcGIS Site in accordance with the information security (IS) requirements attached as Appendix C – ArcGIS Access Control Requirements provided that CITY does not control the ArcGIS Site and is not responsible for cybersecurity of the ArcGIS Site. GRANTEE shall have the right to audit CITY's access to the ArcGIS Site to ensure compliance with the ArcGIS Access Control Requirements at least yearly, with reasonable notice to CITY. CITY acknowledges GRANTEE contends that the GIS data provided by GRANTEE concerning GRANTEE's Facilities on the ArcGIS Site is confidential information of GRANTEE and is presumed to be subject to protection from the CPRA under Government Code section 6254(e) as geographic systems information regarding GRANTEE's power delivery systems and is highly sensitive.
- a) Base Facility Information. Within 30 days of the Effective Date, GRANTEE shall make available to CITY GIS information describing GRANTEE's Facilities in the ROW using the following attributes:
 - i. Electric: geographic location, pole or facility number; line/circuit number; transmission or distribution or both (transmission defined as above 69kV); overhead or underground; pole height (total pole, not height from ground); surface structures; secondary structures; transformers
 - ii. Gas: geographic location; line number (where available); size of pipeline above 8" in diameter or below; abandoned facilities, secondary structures.
 - b) GRANTEE Project Information: During the term of this MOU, the Parties shall work collaboratively to obtain and if feasible, add GRANTEE Project GIS location data into the ArcGIS or Project Finder Site or develop separate processes to accommodate Project Work. Appropriate attributes for Project-level GIS data shall be determined by the Parties as the work progresses. The Parties' intent is for GRANTEE Project Information to eventually be included as part of Grantee's Two-Year Plan, as described below.
 - c) Updates. GRANTEE shall update the ArcGIS Site at least once a month to incorporate new information.
 - d) Usage. The aforementioned ArcGIS data is based upon GRANTEE's best information but it has not been independently verified by GRANTEE. GRANTEE does not warrant the accuracy of any ArcGIS data provided for any purpose or use by any party, person or entity. CITY acknowledges that the ArcGIS Site is not intended to replace conflict checks, pot holing or applicable DigAlert requirements with respect to any CITY or third-party Work in the ROW.
 - e) GIS Data Requests. The Parties agree to use the ArcGIS Site for GIS requests to the furthest extent that such information is available on the ArcGIS Site; provided that if the CITY requires GIS data for a specific CITY Project, it is understood that GRANTEE may need to provide CITY additional information outside of the ArcGIS Site if not available therein, in accordance with the terms of the Franchises.
- 14) Two-Year Plan.
- a) Pursuant to the terms of the Franchises, as part of its application for this MOU, GRANTEE is

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required to submit to CITY a list of Projects GRANTEE plans to perform during the term of this MOU (“**Two-Year Plan**”). The Two-Year Plan shall become a part of each MOU.

- b) The Two-Year Plan shall catalog GRANTEE’s planned Projects (excluding Emergency Work and Compliance Projects) by level of disruption and by the amount of coordination required with CITY staff. Projects may be classified as: (A) regular maintenance for which no street disruptions or traffic control plans are expected; (B) minor repairs or construction which will require traffic permits for less than thirty (30) days; (C) major repairs or construction which are expected to require substantial permitting from the City, impacts to traffic or surrounding properties, or which may persist for more than thirty (30) calendar days; and (D) utility undergrounding projects to be coordinated with the CITY under separate agreements.
- c) GRANTEE shall endeavor to provide information in the Two-Year Plan regarding estimated numbers of Category 4 Compliance and Critical Infrastructure Projects based on Work in previous years; provided, CITY acknowledges that previous years’ Work may not correlate to future Work and such estimates will not dictate GRANTEE’s ability to perform Compliance and Critical Infrastructure Work.
- d) The CITY Manager or designee may request in writing adjustments to the Two-Year Plan to account for planned changes in the ROW. Grantee shall cooperate with such requests unless reliability, safety, or compliance obligations make such adjustments impractical. Grantee shall promptly inform the City of any material changes to the Two-Year Plan and update the Two-Year Plan as appropriate.
- e) As of the Effective Date, GRANTEE shall submit Two-Year Plans to the CITY via Excel Spreadsheets in accordance with the Project classifications described above. Such lists shall include, at a minimum, the following information:
 - i. Project Name
 - ii. Point of Contact
 - iii. Location (Street Address)
 - iv. Start and End Coordinates, once available, in dotmaps or GIS format
 - v. Project Description
 - vi. Expected construction start date
 - vii. Expected construction end date
 - viii. Permit number, as applicable
 - ix. Excavation (Y/N)

GRANTEE agrees to work cooperatively with CITY to modernize GRANTEE’s Two-Year Plan lists during the term of the MOU.

- 15) Permanent Survey Markers. If any Work proposed by the GRANTEE will disturb a survey marker, the GRANTEE shall have a California Registered Land Surveyor (“**CRLS**”) locate and document all surveying monuments, centerline ties, and benchmarks that shall be disturbed during construction at GRANTEE’s cost, *prior* to any physical work commencing. Documentation shall be provided to the CITY that the surveying has been completed. If it is determined by the GRANTEE that no monuments will be disturbed, a CRLS must indicate and sign Survey Monument statement on DS-3179 prior to obtaining a TCP for such Work.
 - a) GRANTEE shall be financially responsible for the CRLS to perform a Pre-Construction Corner Record survey of all survey monuments identified to be disturbed, property markers and centerline ties to the Office of the County Surveyor prior to the start of construction, and prior to the completion of construction.
 - b) GRANTEE shall not disturb property markers and centerline ties, or benchmarks without notifying the CITY and providing to the CITY a copy of the preliminary Pre-Construction Corner Record that would be submitted to the Office of the County of Surveyor. The GRANTEE shall bear the expense of replacing any survey monument that shall be disturbed without the permission from the CITY.

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- c) All surveying shall be done by a CRLS or a Registered Civil Engineer authorized to practice land surveying within the State of California.
 - d) The CRLS for GRANTEE shall tie out and reset all survey monuments, property markers and centerline ties that are to be disturbed during construction in accordance with Section 8771 (Land Surveyors Act) of the California Business & Professions Code.
 - e) GRANTEE is required to remove intact and relocate historical concrete stamps as understood through CITY Standard Drawing Sheet SDG-115. Prior to final placement, the applicable CITY Resident Engineer shall approve the location in their reasonable discretion, not to be unreasonably withheld, conditioned or delayed.
- 16) Dispute Resolution.
- a) If any dispute arises between CITY and GRANTEE relating to the performance of Work under this MOU or the interpretation of the terms of this MOU, the Party requesting resolution of the dispute shall notify the other Party in writing. Such dispute shall be first addressed with the Supervisor of the Resident Engineers or their equivalent for the City of San Diego and GRANTEE's Liaison.
 - b) The Supervisor of the Resident Engineers and GRANTEE's Liaison shall have fifteen (15) days to meet to resolve the dispute. If the dispute is not resolved, the CITY shall schedule a meeting to review the dispute ten (10) days thereafter. Such meeting shall include the Supervisor of the Resident Engineers for the CITY or their equivalent, CITY's and GRANTEE's Liaisons, and each Party's Point of Contact relating to the topic of the dispute as described in the attached Appendix D – MOU Responsible Parties. More than one Responsible Party may be required.
 - c) If any dispute arises between CITY and GRANTEE relating to the jurisdiction of the CPUC, the Party requesting resolution of the dispute shall notify the other Party in writing. Such dispute shall be first addressed between counsel of the Parties and appropriate clients and if not resolved, shall then follow the dispute resolution procedures described below.
 - d) If the Responsible Parties are not able to resolve the dispute within 30 days, either Party may refer the dispute to the Deputy Chief Operating Officer or their equivalent for the CITY, and the Director of Design and Project Management and the Director of Regional Public Affairs for GRANTEE.
 - e) If the DCOO and Directors are unable to resolve the dispute, either Party may invoke the dispute resolution procedures described in the Franchises.
 - f) Backlogs. Separate from other types of disputes, if CITY experiences a backlog of requested permits that exceeds 200 permits or permits are aging for an average of fifteen (15) days or longer in the queue, GRANTEE may request a meeting between the CITY's Deputy Director of Engineering or their equivalent, CITY's Director of DSD or their equivalent, the Director of Design and Project Management for GRANTEE and the Director of Regional Public Affairs to allow GRANTEE to discuss methods to reduce the backlog.
- 17) Indemnification. GRANTEE, to the fullest extent permitted by law, shall defend with legal counsel reasonably acceptable to CITY, indemnify, and hold harmless the CITY and its officers, agents, departments, officials, and employees ("**Indemnified Parties**") from and against all claims, losses, costs, damages, injuries (including death) (including injury to or death of an employee of GRANTEE, or any agent or employee of a subcontractor of any tier), expense and liability (collectively "**Claims**"), including court costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, that arise out of, in whole or in part, any acts performed, rights exercised, or rights or privileges granted under this MOU, including Claims arising from the Release of Hazardous Substances brought onto the ROW by GRANTEE which require investigation, cleanup, remediation, removal, or restoration pursuant to Applicable Laws. GRANTEE's duty to defend, indemnify, and hold the Indemnified Parties harmless shall not include (a) any Claims arising

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- from the active negligence, sole negligence, or willful misconduct of any Indemnified Party, or (b) any Claims regarding the award, issuance, amendment, renewal or extension of this MOU to GRANTEE.
- 18) Revocation. This MOU may be revoked by the CITY Manager upon written notice delivered to GRANTEE if GRANTEE breaches any of GRANTEE's material obligations under this MOU; provided that CITY Manager must provide GRANTEE's Liaison written notice of such breach, including any supplementary data or written information documenting such breach, and CITY must provide GRANTEE at least thirty (30) days to cure such breach prior to revocation, and CITY may not revoke the MOU if GRANTEE is diligently pursuing a cure of such breach to completion. Furthermore, the CITY Manager may not revoke the MOU for the specific breach under dispute so long as the Parties are participating in the dispute resolution process regarding such breach as described in Section 16.
- 19) Request for Records. Upon written request by the CITY Engineer or their specific designee, GRANTEE shall provide to the City within ten (10) calendar days, and immediately in the case of a CITY Manager-declared Emergency, GIS coordinate data or other locational records as the City in its reasonable discretion requires for specific City projects or concerns, in a form and type determined by Grantee in its reasonable discretion in accordance with Good Utility Practice (as defined in the Franchises).
- a) GRANTEE's contention that information is confidential shall not relieve Grantee from the duty to produce the information to CITY. GRANTEE acknowledge that any information required to be submitted or provided in fulfillment of the obligations of the Franchises is a public record subject to disclosure in response to a California Public Records Act (California Government Code sections 7920.000 – 7931.000) (“CPRA”) request, unless the CITY or a court of competent jurisdiction determines that a specific exemption in the CPRA applies. If GRANTEE submits information clearly marked confidential or proprietary, the CITY shall protect such information and treat it with confidentiality to the extent permitted or required by law; provided however, that the CITY shall assume no liability for having access to GRANTEE's records for official CITY purposes except by a judgment in a court of competent jurisdiction upon a claim arising from the established active negligence, sole negligence or willful misconduct of the CITY, its officers, agents, or employees. It shall be Grantee's responsibility to provide to the CITY the specific legal grounds on which the CITY can rely in withholding information from public disclosure should GRANTEE request that the CITY withhold such information. General references to sections of the law will not suffice. Rather, GRANTEE shall provide a specific and detailed legal basis, including applicable case law or other law that reasonably establishes the requested information is exempt from disclosure. If, at the time the documents are provided to the CITY, GRANTEE does not provide a specific and detailed legal basis for requesting the CITY to treat the information as confidential, to protect it from release, and to withhold alleged confidential or proprietary information from CPRA requests, the CITY is not required to treat the information as being confidential and may release the information as required by the CPRA upon request. When reviewing any request by GRANTEE for confidentiality, the CITY will consider applicable CPRA exemptions relating to records concerning geological and geophysical data relating to utility systems development that are obtained in confidence from any person.
- b) CITY shall not be required to execute any non-disclosure agreement with GRANTEE to obtain prompt confidential access to GRANTEE's records for Facilities in the ROW, except by order of a Governmental Authority or court having jurisdiction to impose such requirement. Absent such order, CITY may, but shall not be required, to execute non-disclosure agreements with GRANTEE respecting the locations of GRANTEE's Facilities.
- 20) Security and Safety of Work Area. GRANTEE shall bear sole responsibility for the security and safety of the Work Area relating to any Work performed by or under the direction of GRANTEE. GRANTEE shall be responsible for the maintenance, cleanup, and securing of the Work Area, as appropriate, immediately following each day's work to ensure security and safety. CITY has no

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- obligation to secure or provide oversight of the Work Area or provide staffing or resources to GRANTEE relating thereto.
- 21) Hazardous Substance. GRANTEE shall not allow the illegal installation, storage, utilization, generation, sale or Release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Work Area by any of GRANTEE's officers, employees, agents, contractors, invitees and guests. GRANTEE shall, prior to initiating any operations, obtain all required approvals from applicable Governmental Authorities, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
 - 22) Release. For all purposes of this MOU, a “**Release**” shall include without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance into the environment.
 - 23) Hazardous Substance. For all purposes of this MOU, “**Hazardous Substance**” shall mean any substance listed by the U.S. Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
 - 24) Remediation. If GRANTEE's occupancy, use, development, maintenance, or restoration of the Work Area results in a Release of a Hazardous Substance, GRANTEE shall pay all costs of remediation and removal of the Hazardous Substance in accordance with all Applicable Laws, including an order of a Governmental Authority.
 - 25) Removal. GRANTEE shall be responsible for all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal brought onto the ROW by GRANTEE as required by Applicable Laws, including an order of a Governmental Authority.
 - 26) Notice of Release. If GRANTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the MOU Area, GRANTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. GRANTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written report is to regulatory or reporting agencies as required by regulation or law. If GRANTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, GRANTEE shall take all actions necessary to alleviate the danger. GRANTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the MOU Area.
 - 27) Subcontractors. All construction work requiring a licensed contractor pursuant to California Business & Professions Code sections 7000- 7191 shall be done by contractors appropriately licensed within the State of California. For Category 1 Projects, the contractor performing the Work and their POC shall be listed in the Portal.
 - 28) NPDES. GRANTEE shall comply with all applicable requirements of the NPDES Permit in force on the Effective Date (i.e., Permit No. R9-2013-0001), and all amendments thereto and all applicable succeeding NPDES Permits.
 - 29) Storm Water Management. GRANTEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3, Division 3: Storm Water Management and Discharge Control (the “**Stormwater Code**”), and employ “**Best Management Practices**,” as that term is defined by the Stormwater Code, and as approved by CITY, in its governmental capacity, under its Stormwater Management Program. Failure to comply may subject the GRANTEE to administrative and/or judicial remedies.

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- 30) Joint Utilities Coordinating Committee. GRANTEE commits to participating in the Joint Utilities Coordinating Committee. Once the Joint Utilities Coordinating Committee is established, the appropriate staff and leadership representing CITY and GRANTEE will be identified to attend meetings of the Committee and any appropriate subcommittees.
- 31) Administrative MOU Training. GRANTEE and the CITY commit to holding collaborative trainings to provide an overview of the agreements made within this MOU. At minimum, these trainings will be held every two years within 3 months of the MOU Effective Date.

(Signature page follows.)

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IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the last date below:

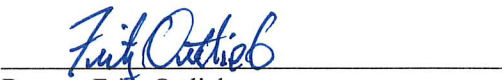
CITY OF SAN DIEGO



By: Eric Dargan
Its: Chief Operating Officer

November 7, 2023
Date:

Approved as to form:



By: Fritz Ortlieb
Its: Deputy City Attorney

NOVEMBER 9, 2023
Date:

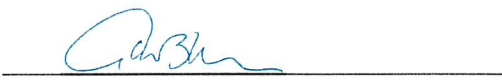
SAN DIEGO GAS & ELECTRIC COMPANY

Kevin Geraghty Digitally signed by Kevin Geraghty
Date: 2023.11.07 16:16:36 -08'00'

By: Kevin Geraghty
Its: Chief Operating Officer and Chief Safety Officer

Nov 7, 2023
Date:

Approved as to form:



By: Glenn Mueller
Its: Senior Counsel

November 8, 2023
Date:

APPENDIX A: MAINTENANCE, INSPECTION AND LOW IMPACT PROJECTS UNDER CATEGORY 1

The following are approved maintenance, inspection and low impact projects Category 1 projects as described in Section 5.2. For all Category 1 projects, GRANTEE will apply for an SSWBF and a TCP, as applicable.

For projects to be considered Category 1 projects, they must meet the following criteria:

- No ground disturbance
- No permanent impact or alteration to any CITY Infrastructure (CITY Infrastructure is replaced in kind).
- No Work in ROW under Moratorium.
- GRANTEE Facilities are not being installed in a manner that would restrict sidewalk clearance to less than 48" or within 10' of a pedestrian ramp/curb return.¹
- Work does not take place in any sensitive archeological or paleontological areas.

Approved Projects

- Access to manholes within the ROW
- Valve maintenance/inspection/repairs with no ground disturbance
- Regulator station maintenance/inspection/repairs
- Maintenance of existing poles within a 2-foot radius
- Work to open pad mounted or subsurface facilities for design purposes
- Replace transformers (like-kind with no ground disturbance)
- Replace terminator with a transformer (like-kind with no ground disturbance)
- Replace capacitors
- Replace switches in kind
- Change fuses
- Change out arm, equipment (pins & insulators, transformers, arms)
- Pole replacements/removals (like-kind with no ground disturbance)
- Overhead cable replacement, maintenance, and adjustments up to 300'
- Installing anchor-guy beneath existing conductors; pole remains in place and non-emergency failing pole & replacement/anchors
- Repair handhole (like-kind)

¹ Note that this classification is for determination of whether Work falls under Category 1, and does not speak to the application of the Americans with Disabilities Act or other CITY Requirements to GRANTEE's Facilities

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APPENDIX B – COMPLIANCE DEADLINES

Electric Transmission

HFTD Tier (Location)	Level (Severity)	Compliance Deadline (From date of identification)
3	1	30 Days
3	2	6 Months
3	3	60 Months
2	1	30 Days
2	2	12 Months
2	3	60 Months
0	1	30 Days
0	2	36 Months
0	3	60 Months

Electric Distribution

- 12 months for most infractions
- 6 months for Fire Safety-related infractions

Gas Distribution and Transmission

- Per CPUC Natural Gas Safety Standards (GO112F): 90 days from discovery of a potential compliance event
- Pipeline and Hazardous Materials Safety Administration Regulations requiring integrity management assessments required to be performed on GRANTEE’s gas transmission system by December 31, 2022, in accordance with 49 CFR Part 192 subpart O.
- Cathodic Protection: 365 days from discovery of a potential compliance event.

**CITY OF SAN DIEGO ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING WITH
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APPENDIX C – ARCGIS ACCESS CONTROL REQUIREMENTS

1. Passwords Standards:

- 8 character minimum
- Use at least 3 of the 4 complexity options:
 - i. upper-case letter
 - ii. lower-case letter
 - iii. number
 - iv. special character
- Maximum password age 90 days (must rotate password every 90 days)

2. Unique Users:

- Each user account should be assigned to an individual user
- Account credentials should not be shared

3. End Point Anti-Virus:

- Users shall have anti-virus/anti-malware software installed on the end point they are using to access the ArcGIS platform

**CITY OF SAN DIEGO ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING WITH
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APPENDIX D – MOU RESPONSIBLE PARTIES



THE CITY OF SAN DIEGO

CITY OF SAN DIEGO RESPONSIBLE PARTIES

CHIEF OPERATING OFFICER

Eric Dargan Chief Operating Officer EDargan@sandiego.gov

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TRANSPORTATION DEPARTMENT

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OFFICE OF THE CITY ATTORNEY

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Shannon Eckmeyer Deputy City Attorney seckmeyer@sandiego.gov

CITY OF SAN DIEGO ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING WITH
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Appendix D – SDG&E Administrative MOU Responsible Parties

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Bernadette Butkiewicz Sr. Public Affairs Manager
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