MEMORANDUM OF UNDERSTANDING

SUBJECT: (Fire Agency/Electric Utility) Investigation Protocols

The (Fire Agency) and (Electric Utility) are committed to establishing and maintaining a positive working relationship while supporting each other in meeting their individual organizational service goals with special emphasis on preventing wildland fires.

(ELECTRIC UTILITY) recognizes (FIRE AGENCY)'s statutory authority and responsibility to investigate the origin/cause of fires and to prosecute those responsible for causing the fire. (FIRE AGENCY) acknowledges (ELECTRIC UTILITY)'s obligation to provide safe/reliable delivery of electricity to its customers and to evaluate fire incidents relating to its electricity distribution system.

The attached protocols provide guidelines that have been established for the field crews, claims representatives, and fire investigators to follow in performing their duties. We also acknowledge our commitment to provide training to the appropriate personnel that will be required to implement and administer these protocols.

Fire Chief
(Fire Agency)                         Division Vice President
                                          Transmission/Substation

Attachment
It is the intention of (“(ELECTRIC UTILITY)”) and the (“(FIRE AGENCY)”), hereinafter “the parties” to reach an understanding of reciprocal and mutual cooperation for the purpose of origin and cause fire investigation in those fire incidents where any facilities of (ELECTRIC UTILITY) could be involved (hereinafter “wild fire incidents”). For that reason (ELECTRIC UTILITY) and (FIRE AGENCY) agree to the following guidelines.

1. (ELECTRIC UTILITY) and (FIRE AGENCY) will voluntarily provide to each other copies of any non-privileged documents relating to a wild fire incident that are requested by the other party for the purpose of an origin/cause fire investigation, without need for court process.

2. (ELECTRIC UTILITY) and (FIRE AGENCY) will voluntarily provide each other written answers to questions relating to a wild fire incident that are posed in writing by the other party for the purpose of an origin/cause fire investigation, following a reasonable period of time for research and evaluation. If the time for response may be lengthy, the parties will give a prompt estimate of when the other party can expect a response.

3. If (FIRE AGENCY) requests to interview any (ELECTRIC UTILITY) employee, or if (ELECTRIC UTILITY) requests to interview any (FIRE AGENCY) employee, for purposes of a wild fire incident origin/cause investigation, the party receiving the request will make good faith efforts to have that employee make himself available for interview. As to an (ELECTRIC UTILITY) employee, (FIRE AGENCY) investigators will afford each (ELECTRIC UTILITY) employee with all constitutional protections if that individual becomes a subject or target of a criminal investigation with respect to the subjects to be addresses in that witness interview.

A. In acknowledgement of this encouragement of cooperation, it is acknowledged that the parties and their employees are represented by counsel in connection with such wild fire investigations. It is understood that counsel for the party whose employee is being interviewed may attend all such interviews.

B. If there is any possibility of individual (ELECTRIC UTILITY) employees being subjects or targets of a criminal investigation, (ELECTRIC UTILITY) may determine that it needs to provide the employee with individual counsel, and allow that individual counsel to make recommendations to the employee as to the requested interview, so as to protect the rights of that employee.
4. Materials provided under the foregoing arrangements will only be used in civil litigation, if the subject matter is determined to be of evidentiary importance regarding the specific wild fire incident that lead to the materials request.

5. Physical evidence in (ELECTRIC UTILITY)'s or (FIRE AGENCY)'s possession that the other party wishes to inspect for purpose of an origin/cause wild fire investigation will be made available for thorough inspection and evaluation by the other party and its consultants, without court process.

A. The parties will provide the other party with access to that physical evidence promptly following any party's request for such access, for purposes of inspection, photographing, etc.

B. The parties will not discard, or engage in any destructive testing of, physical evidence without giving reasonable advance notice to the other party. The parties further agree that they will work with each other to develop mutually acceptable test protocols, and permit each other's representatives and consultants to be present during any destructive testing for purposes of observation and making photographic or video records of such testing.

6. If (FIRE AGENCY) determines that criminal proceedings are a prospect and that (FIRE AGENCY) requires custody of physical evidence in (ELECTRIC UTILITY)'s possession, (FIRE AGENCY) will:

I. If the evidence is in the possession of line or field crews at or leaving the scene, make a verbal request for the evidence and provide the line or field crew with an itemized receipt for the evidence obtained; or,

II. If the evidence is on the pole, in the facility, or incorporated within the line hardware, and IS NOT an integral part of the power distribution system, make a verbal request for the evidence to be removed or changed-out by the line or field crew and provide them with an itemized receipt for the evidence obtained; or,

III. If the evidence is on the pole, in the facility, or incorporated within the line hardware, and IS an integral part of the power distribution system, make a verbal notification to the line or field crew not to remove or change-out the items in question without first notifying the (FIRE AGENCY) or other jurisdictional agency fire investigation personnel; and, make a written request to (ELECTRIC UTILITY) for the removal or change-out and release
of the items in question at (ELECTRIC UTILITY)'s earliest possible convenience; or,

IV. If the evidence has been removed and deposited within (ELECTRIC UTILITY)'s evidence lockers, make a written request to (ELECTRIC UTILITY).

Physical evidence so requested by (FIRE AGENCY) for purpose of an origin/cause wild fire investigation will be provided to (FIRE AGENCY) without court process, and (FIRE AGENCY) agrees that:

A. (FIRE AGENCY) will provide (ELECTRIC UTILITY) with access to that physical evidence with reasonable promptness following an (ELECTRIC UTILITY) request for such access, for purposes of inspection, photographing, etc.

B. (FIRE AGENCY) will avoid destructive testing to the extent reasonably possible, and if such destructive testing is determine to be necessary, will consider (ELECTRIC UTILITY)'s reasonable interests in the physical evidence.

C. (FIRE AGENCY) will not discard, or engage in any destructive testing of physical evidence without giving reasonable advance notice to (ELECTRIC UTILITY), and will work with (ELECTRIC UTILITY) to develop mutually acceptable test protocols and allow (ELECTRIC UTILITY) representatives and consultants to be present during any destructive testing for purposes of observation and making photographic or video records of such testing.
PROTOCOLS FOR FIRE SCENES

(ELECTRIC UTILITY) Investigators and Contractors

(ELECTRIC UTILITY) fire and incident investigators, claims representatives, and contract fire investigators hired to evaluate a specific wild fire incident will immediately and properly identify themselves to (FIRE AGENCY) or other jurisdictional agency fire investigative personnel prior to initiating their review, evaluation, or inspection.

When (FIRE AGENCY) Has Not Been At The Scene:

• In responding to a wild fire scene incident, (ELECTRIC UTILITY) will not take any actions that will disturb or alter a fire origin scene (during a reasonable period following the fire) other than actions reasonably appropriate to ensure against additional imminent fire hazards, personal injury or power outages.

• If (ELECTRIC UTILITY) knows that (FIRE AGENCY) or other jurisdictional agency investigative personnel will be on the scene shortly, (ELECTRIC UTILITY) will not remove any materials from the scene before (FIRE AGENCY) arrives.

• If (ELECTRIC UTILITY) removes any materials from a wildfire origin scene, (ELECTRIC UTILITY) will photograph or videotape the materials prior to removal and ensure that those materials are appropriately labeled, and (ELECTRIC UTILITY) will maintain that material in as close to its existing condition as possible (and will provide (FIRE AGENCY) with access to those materials promptly upon request from (FIRE AGENCY)).

• If (ELECTRIC UTILITY) learns that (FIRE AGENCY) in investigating a wild fire scene from which any physical evidence has been removed, (ELECTRIC UTILITY) will promptly inform (FIRE AGENCY) regarding the nature of all evidence that (ELECTRIC UTILITY) has taken in its custody, and will make that material available for inspection by (FIRE AGENCY) promptly upon request.

While (FIRE AGENCY) Is On Scene:

• (ELECTRIC UTILITY) personnel will follow all instructions given by (FIRE AGENCY) or other jurisdictional fire investigative personnel at the scene of origin directing them not to disturb particular areas or remove items while (FIRE AGENCY) is conducting its on-site investigation.

• In giving such instructions, (FIRE AGENCY) personnel will recognize and consider (ELECTRIC UTILITY)'s reasonable interests in itself evaluating origin/cause issues and in maintaining safe and reliable electricity services throughout its service territory, and therefore will not unnecessarily prevent (ELECTRIC UTILITY) from
simultaneously conducting an evaluation (i.e. by reviewing the fire scene contemporaneously with (FIRE AGENCY) personnel) or performing maintenance and repairs as soon as reasonably possible.

- In furtherance of these mutual needs for investigation and evaluation at the scene, (ELECTRIC UTILITY) will reasonably assist with (FIRE AGENCY)’s investigation at the scene, including allowing available equipment to be used for inspections, and providing technical assistance such as de-energizing lines (consistent with the need to maintain power distribution to customers).

- Both (FIRE AGENCY) and (ELECTRIC UTILITY) will act in manners that are the least disruptive to the condition of the scene so as not to interfere with the other’s investigation or evaluation.

After (FIRE AGENCY) Has Left The Scene:

- If (FIRE AGENCY) leaves crime scene tape in place at the scene:
  - (ELECTRIC UTILITY) will not disturb the scene in any way while the tape remains up.
  - While the crime scene tape is up, (ELECTRIC UTILITY) personnel will not enter without requesting permission from (FIRE AGENCY) (or other jurisdictional fire investigative personnel). If (ELECTRIC UTILITY) does request permission to enter, then (FIRE AGENCY) personnel will reasonably consider their ability to accommodate that request, but will be under no obligation to permit entry. If (FIRE AGENCY) is not able to promptly accommodate such a request, it will make a good faith effort to allow (ELECTRIC UTILITY) personnel access at the earliest reasonable opportunity (either to the entire origin scene, or if that is not possible, such portions of the scene that (FIRE AGENCY) has already viewed or that can reasonably be the subject of simultaneous early inspection).
  - [If (FIRE AGENCY) has reason to suspect that (ELECTRIC UTILITY) facilities may be involved as a possible cause of the fire:] (FIRE AGENCY) will give notice to (ELECTRIC UTILITY) when it plans to remove the tape, so that (ELECTRIC UTILITY) can conduct a more thorough evaluation promptly upon the removal of the tape.

- (FIRE AGENCY) will remove crime scene tape as soon as it reasonably can, and at any event promptly upon completion of its investigation of the scene, and (FIRE AGENCY) will make reasonable effort to notify (ELECTRIC UTILITY) (in advance of taking down the tape) of when the tape will be removed. (FIRE AGENCY) agrees that it will mark with crime scene tape only those areas where there is a reasonable belief a crime may have been committed and will not use crime scene tape routinely without there being a reasonable belief that a crime may have been committed.