



**SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND RENEWABLE ELECTRICAL  
GENERATING FACILITY SIZED GREATER THAN ONE MEGAWATT  
INTERCONNECTION AGREEMENT**

County of Tulare- South County Detention Facility  
NST-120615

This Net Energy Metering and Generating Facility Interconnection Agreement ("Agreement") is entered into by and between County of Tulare ("Customer"), and Southern California Edison Company ("SCE"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

**1. APPLICABILITY**

This Agreement is applicable only to Customers who satisfy all requirements of the definition of a Renewable Electrical Generating Facility ("Generating Facility") sized greater than one megawatt ("MW") as set forth in paragraph 1 of subdivision (a) of Section 25741 of the California Public Resources Code and who will be served according to the provisions of SCE's successor NEM tariff, Schedule NEM-ST.

**2. SUMMARY OF GENERATING FACILITY AND CUSTOMER ACCOUNT**

- 2.1 Generating Facility Identification Number: NST-120615
- 2.2 Customer Meter Number: 259000-053980
- 2.3 Customer Service Account Number: 3048041164
- 2.4 Applicable Rate Schedule: TOU-8-D
- 2.5 Generating Facility Location: 1960 West Scranton Ave., APN 302 490  
008 019, Porterville CA 93257

2.5.1 This agreement is applicable only to the Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SCE's system at any other location without SCE's express written permission.

2.5.2 This Agreement is applicable only to Renewable Electrical Generating Facilities, which includes biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells (using renewable fuel), small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements using such technology.

2.5.3 Renewable Electrical Generating Facilities using fuel cells, municipal solid waste conversion, and small hydroelectric generating will be required to sign an affidavit (Form 14-912) certifying the following criteria have been met:

- a) For purposes of this Agreement, qualifying "solid waste conversion" is defined pursuant to Public Resources Code Section 25741(b)(3).
- b) For purposes of qualifying under "fuel cell" using renewable fuels, the Generating Facility must use technology the California Public Utilities Commission ("Commission") determines will achieve reductions in emissions of greenhouse gases and meet emissions requirements for eligibility for funding pursuant to the Self-Generation Incentive Programs.



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- c) A "small hydroelectric" generating facility is not an eligible Generating Facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow.

- 2.6 Generating Facility Technology (technologies using the renewable resources reflected above): Solar PV
- 2.7 Generating Facility Nameplate Rating (kW): 1,092
- 2.8 Generating Facility CEC-AC Rating or Equivalent (kW): 1,181.879
- 2.9 Estimated monthly energy production of the Generating Facility (kWh): 170,190.58

**3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS:**

- 3.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.
- 3.2 Customer shall be responsible for all applicable study costs as outlined in SCE's Electric Tariff Rule 21 – *Generating Facility Interconnections* ("Rule 21").
- 3.3 If the studies conducted pursuant to the applicable provisions of Rule 21 result in the need for upgrades to SCE's Distribution and/or Transmission System, SCE shall be afforded the time necessary to complete those upgrades before issuing written approval allowing the Customer to operate the Generating Facility. Costs for those upgrades and any necessary Interconnection Facilities shall be borne by the Customer, pursuant to the terms and conditions outlined in Attachments A and B of this Agreement.
- 3.4 The Generating Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the Commission regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929, UL Standard 1741 and SCE's Electric Rule 21 – *Generating Facility Interconnections*.
- 3.5 The Generating Facility must have a warranty of at least 10 years for all equipment and the associated installation from the system provider. Warranties or service agreements conforming to requirements applicable to the Self-Generation Incentive Program ("SGIP") may be used for technologies eligible for the SGIP. In appropriate circumstances conforming to industry practice, this requirement may also rely on and be satisfied by manufacturers' warranties for equipment and separate contractors' warranties for workmanship (i.e., installation).
- 3.6 All major solar system components (including PV panels and other generation equipment, inverters and meters) must be on the verified equipment list maintained by the California Energy Commission ("CEC"). Any other equipment, as determined by SCE, must be verified as having safety certification from a Nationally Recognized Testing Laboratory ("NRTL").



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- 3.7 Customer shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SCE.
- 3.8 SCE shall have the right to have its representatives present at the final inspection made by the local authority having jurisdiction to inspect and approve the installation of the Generating Facility.
- 3.9 Customer shall not add generation capacity in excess of the ratings set forth in Sections 2.7 and 2.8 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SCE.

**4. METERING AND BILLING:**

Metering requirements and billing procedures shall be set forth in the SCE, Electric Service Provider's, Community Choice Aggregator's and/or Community Aggregator's rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

**5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:**

- 5.1 SCE may require Customer to interrupt or reduce the output of its Generating Facility under the following circumstances:
  - (a) Whenever SCE deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
  - (b) Whenever SCE determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- 5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SCE determines the continued parallel operation of the Generating Facility may endanger the public or SCE personnel, or affect the integrity of SCE's electric system or the quality of electric service provided to other customers, SCE shall have the right to require the Generating Facility to be immediately disconnected from SCE's electric system. The Generating Facility shall remain disconnected until such time as SCE is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.
- 5.3 Whenever feasible, SCE shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 5.4 Electrical energy and capacity provided to Customer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

**6. ACCESS TO PREMISES:**



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SCE may enter Customer's premises at all times, without notice to Customer for emergency purposes only.

- (a) To inspect Customer's protective devices or check meter(s); to ascertain there is no power flow; or
- (b) To disconnect the Generating Facility and/or service to Customer, whenever in SCE's discretion, a hazardous condition exists and such immediate action is necessary to protect persons, SCE's facilities, or property of others from damage or interference caused by the Generating Facility, or the failure of properly operating protective devices.

SCE will make prior arrangements with the Customer for gaining emergency access to Customer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.

**7. INSURANCE**

7.1 In connection with Customer's performance of its duties and obligations under this Agreement, Customer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

7.2 The general liability insurance required in Section 7.1 shall, by endorsement to the policy or policies, (a) include SCE as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SCE shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and provide for thirty (30) calendar days' written notice to SCE prior to cancellation, termination, alteration, or material change of such insurance.

7.3 Evidence of the insurance required in Section 7.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SCE.

7.4 Customer agrees to furnish any required certificates and endorsements to SCE prior to Parallel Operation. SCE shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

7.5 If Customer is self-insured with an established record of self-insurance, Customer may comply with the following in lieu of Sections 7.1 through 7.3:

- (a) Customer shall provide to SCE, at least thirty (30) calendar days prior to the date of Parallel Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 7.1.



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(b) If Customer ceases to self-insure to the level required hereunder, or if Customer is unable to provide continuing evidence of Producer's ability to self-insure, Customer agrees to immediately obtain the coverage required under Section 7.1.

7.6 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Southern California Edison Company  
Attention: NEM Program Administrator  
SCE Customer Solar & Self Generation  
P.O. Box 800  
Rosemead, CA 91770

**8. LIABILITY:**

8.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

8.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, that may be incurred by the other Party in enforcing this indemnity.

8.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

8.4 Except as otherwise provided in Section 8.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

8.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

8.6 Notwithstanding the provisions of Section 8.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SCE's facilities, and SCE shall not be liable for any such damage so caused.

**9. GOVERNING LAW:**



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This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

**10. CALIFORNIA PUBLIC UTILITIES COMMISSION:**

- 10.1 This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.2 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

**11. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:**

- 11.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 11.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 11.3 This Agreement shall supersede any existing agreement under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 11.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 11.5 This Agreement shall not be assigned if such assignment would cause the Generating Facility to not comply with the provisions of Public Utilities Code Section 2827.1. The Customer shall not voluntarily assign its rights or delegate its duties under this Agreement without SCE's written consent. Any assignment or delegation Customer makes without SCE's written consent shall not be valid. SCE shall not unreasonably withhold its consent to Customer's assignment of this Agreement.

**12. NOTICES:**

- 12.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:



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SOUTHERN CALIFORNIA EDISON COMPANY:  
Attn: NEM Program Administrator  
SCE Customer Solar & Self Generation  
P.O. Box 800  
Rosemead, CA 91770

CUSTOMER:  
Account Name: County of Tulare  
Mailing Address 2637 W. Burrel Ave., Ste: 200  
Mailing City: Visalia Mailing State: CA  
Mailing Zip Code: 93291

12.2 Customer's notices to SCE pursuant to this Section shall refer to the Generating Facility Identification Number that is set forth in Section 2.1

**13. TERM AND TERMINATION OF AGREEMENT:**

13.1 This Agreement shall become effective when SCE issues written authorization to interconnect the Generating Facility after receipt of all required documents and payments, and this completed Agreement is signed by the Customer and SCE, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 12.

13.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to Customer by SCE; or (b) changes to Customer's electric load which cause the Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827.1(a) of the California Public Utilities Code; or (c) termination of Customer's Net Energy Metering arrangements with its Electric Service Provider, Community Choice Aggregator and/or Community Aggregator.

**14. TRANSITION PROVISIONS:**

Customers receiving service on Schedule NEM-ST, or who have submitted all documentation necessary for receiving service on Schedule NEM-ST, are subject to the transition provisions as outlined therein.

**15. SIGNATURES:**

This Agreement may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this Agreement on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as provided in Section 13.1 above.



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**COUNTY OF TULARE**

**SOUTHERN CALIFORNIA EDISON COMPANY**

By: \_\_\_\_\_  
Name: Pete Vander Poel  
Title: Chair, Tulare County Board of Supervisors  
Date: \_\_\_\_\_

By:   
Name: Gary Holdsworth  
Title: Senior Manager, Grid Interconnection & Contract Development  
Date: 7/29/2020

Attest: Jason T. Britt, Tulare County Administrative Officer and Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to Form  
COUNTY COUNSEL

By:   
Deputy

Matter No. 20171102





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**ATTACHMENT A**

Additional Terms and Conditions for Projects Requiring  
Interconnection Facilities and/or Upgrades to SCE's Distribution and/or Transmission System



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**Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

**1.1 Interconnection Facilities**

- 1.1.1 The Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment A-1 below and as provided, where applicable, in the Facilities Financing and Ownership Agreement ("FFOA") incorporated as Attachment B below. SCE shall provide a best estimate cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, including overheads any applicable Income Tax Component of Contribution (ITCC), for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Customer, such other entities, and SCE. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs
- 1.1.2 The Customer shall be responsible for its share of all reasonable expenses, including overheads and any applicable ITCC, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing SCE's Interconnection Facilities.

**1.2 Distribution Upgrades**

- 1.2.1 No portion of this Section 1.2 shall apply unless the interconnection of the Generating Facility requires Distribution Upgrades.
- 1.2.2 SCE shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment A-2 below and as provided, where applicable, in the FFOA incorporated as Attachment B below. If SCE and the Customer agree, the Customer may construct Distribution Upgrades that are located on land owned by the Customer. The actual cost of the Distribution Upgrades, including overheads and any applicable ITCC, shall be directly assigned to the Customer. Customers who elected the Cost Envelope Option will be subject to the provisions of Rule 21, Section F.7, as applicable, for the determination of actual costs.

**Section 2. Cost Responsibility for Network Upgrades**

**2.1 Applicability**

No portion of this Section 2 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

**2.2 Network Upgrades**

SCE shall design, procure, construct, install, and own the Network Upgrades described in Attachment A-2 below and as provided, where applicable, in the FFOA incorporated as Attachment B below. If SCE and the Customer agree, the Customer may construct Network Upgrades that are located on land owned by the Customer. Unless SCE elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Customer unless Section 2.2.1 directs otherwise.



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**2.2.1 Repayment of Amounts Advanced for Network Upgrades**

To the extent that the CAISO Tariff, currently Section 14.3.2 of Appendix DD, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Customer shall be entitled to a cash repayment, equal to the total amount paid to SCE and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Customer, to be paid to the Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under SCE's tariff and Affected System's tariff for transmission services with respect to the Generating Facility.

Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Customer receives a repayment of such payment pursuant to this subparagraph. The Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Customer is not entitled to a cash repayment for amounts paid to SCE and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1 If the Customer is entitled to a cash repayment pursuant to Section 2.2.1, the Customer, SCE, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as SCE and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that SCE or any applicable Affected System operators will continue to provide payments to the Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

2.2.1.2 If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, SCE and Affected System operator shall at that time reimburse the Customer for the amounts advanced for the Network Upgrades if the Customer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

**2.3 Rights Under Other Agreements**



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Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

**Section 3. Billing, Payment, Milestones, and Financial Security**

**3.1 Billing and Payment Procedures and Final Accounting**

SCE shall bill the Customer for the design, engineering, construction, and procurement costs, including any applicable ITCC and/or other taxes, of Interconnection Facilities and Distribution and/or Network Upgrades contemplated by this Agreement pursuant to the FFOA, or as otherwise agreed by the Parties.

**3.2 Milestones**

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment A-3 below. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment A-3 below. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

**3.3 Financial Security Arrangements**

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of SCE's Interconnection Facilities and Distribution and/or Network Upgrades, the Customer shall provide SCE, at the Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to SCE and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the SCE's Interconnection Facilities and Distribution and/or Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to SCE under this Agreement during its term. In addition:

- 3.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of SCE, and contain terms and conditions that guarantee payment of any amount that may be due from the Customer, up to an agreed-to maximum amount.
- 3.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to SCE and must specify a reasonable expiration date.



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**Section 4. Taxes**

**4.1 Applicable Tax Laws and Regulation**

The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.

**4.2 Maintenance of Tax Status**

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect SCE's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

**Section 5. Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

**Section 6. Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

- 6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall SCE be liable for the actions or inactions of the Customer or its subcontractors with respect to obligations of the Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.



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**Attachment A-1**

**Description and Costs of the Generating Facility,  
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment, shall be itemized and identified as being owned by the Customer or SCE. SCE will provide a best estimate itemized cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, including overheads and any applicable ITCC, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

**1. Description of Generating Facility:**

All equipment and facilities comprising the Customer's 1,092 kW (1,181.879 kW CEC-AC) solar photovoltaic generating facility in Porterville, California, as disclosed by the Customer in its Application, which consists of (i) sixteen (16) **existing** Chint Power Systems (CPS) SCA60KTL-DO/US-480 inverters, each rated at 60 kVA (60 kW<sup>1</sup> @ 1.0 PF), one (1) **new** Chint Power Systems (CPS) SCA60KTL-DO/US-480 inverter, rated at 60 kVA (60 kW @ 1.0 PF), and two (2) **new** Chint Power Systems (CPS) SCA36KTL-DO/US-480 inverters, each rated at 36 kVA (36 kW @ 1.0 PF) for an equivalent output of 1,092 kW @ 1.0 PF,, (ii) the associated infrastructure, (iii) meters and metering equipment, and (iv) appurtenant equipment.

**2. Description and Costs of Interconnection Facilities and Metering Equipment:**

See FFOA included as Attachment B to this Agreement.

**3. Single-Line Diagram: See Appendix A to this Attachment A-1**

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<sup>1</sup> This 960 kW solar photovoltaic generator (NST-16582) is an existing generator governed by a Rule 21 Net Energy Metering and Generating Facility Interconnection Agreement ("NEM GFIA"), executed by the Parties on February 26, 2019. Upon execution of this Net Energy Metering and Generating Facility Interconnection Agreement Greater Than 1 MW ("NEM GFIA >1MW") for NST-120615, the NEM GFIA for NST-16582 will be terminated.

Drawn by: [Name] Date: [Date] Scale: [Scale]

3kW INVERTER EQUIPMENT RATING table with columns for Inverter Manufacturer, Model Number, Total Number of Inverters, Inverter Efficiency, Voltage Output, and Max System Voltage.

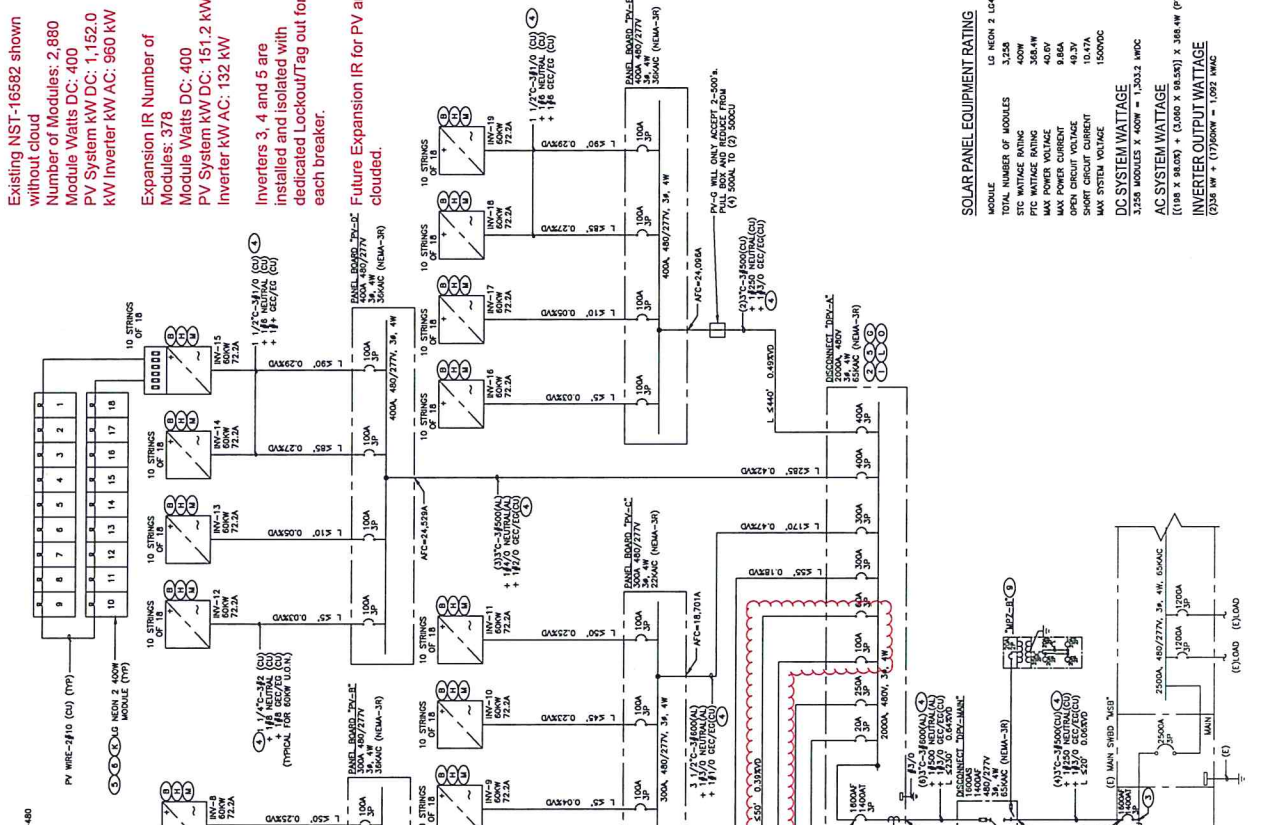
60kW INVERTER EQUIPMENT RATING table with columns for Inverter Manufacturer, Model Number, Total Number of Inverters, Inverter Efficiency, Voltage Output, and Max System Voltage.

Existing NST-16582 shown without cloud. Number of Modules: 2,880. Module Watts DC: 400. PV System kW DC: 1,152.0 kW. Inverter kW AC: 960 kW.

Expansion IR Number of Modules: 378. Module Watts DC: 400. PV System kW DC: 151.2 kW. Inverter kW AC: 132 kW.

Inverters 3, 4 and 5 are installed and isolated with dedicated Lockout/Tag out for each breaker.

Future Expansion IR for PV are clouded.



GENERAL NOTES: 1. CONTRACTOR TO VERIFY DATA, INVERTER SYSTEM, AND WHETHER STATION CONDUIT, WIRE, AND HARDWARE PER UTILITY AND MANUFACTURER REQUIREMENTS. 2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PANELS FOR THE AVAILABLE FAULT CURRENT. 3. WIRE GAUGE FOR VOLTAGE DROP FROM PV STRING TO INVERTER IS 1/2" BASED ON 40°C PER NEC.

REFERENCE NOTES: 1. PV INLET BREAKERS ARE SIZED TO CARRY 125% OF CONTINUOUS CURRENT PER INVERTER DATA SHEET. 2. FUSED, VISIBLE-OPEN, LOCKABLE AC DISCONNECT WITH WEAR SURFACE SHALL BE NO HIGHER THAN 7' ABOVE GRADE WHEN THE HANDLE IS IN ITS HIGHEST POSITION. VERIFY INSTALLATION STANDARDS WITH SEE.

SOLAR PANEL EQUIPMENT RATING table showing total number of modules, STC wattage rating, PTC wattage rating, max power current, open circuit voltage, short circuit current, and max system voltage.

DC SYSTEM WATTAGE: 3,258 MODULES X 400W = 1,303.2 MW. AC SYSTEM WATTAGE: (148 X 960W) + (378 X 960W) X 0.98 = 1,110.59 MW. INVERTER OUTPUT WATTAGE: (378 X 960W) + (17,500W) = 1,092 MW.

DRAWING NOTES: ALL WORK SHALL BE PERMITTED AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS.

Client: TULARE COUNTY CALIFORNIA. Designer: ENGIE SERVICES U.S., PASADENA, CALIFORNIA OFFICE. Project Location: SOUTH COUNTY DETENTION CENTER, 1960 W SCRANTON AVE, PORTERVILLE, CA 93257.

Structural Engineer: 1608 ROGERS AVE SUITE 40, PORTERVILLE, CA 93257. Electrical Engineer: [Name], [Address]. Agency Approval: [Signature]

Single Line Diagram. Scale: AS NOTED. Sheet Number: SC-E2.0.

Issue Log table with columns for Issue Number, Description, and Date. Includes items for inverter equipment, panel PV equipment, and disconnects.

Scale: AS NOTED. Drawing Notes: ALL WORK SHALL BE PERMITTED AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS.



**SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND RENEWABLE ELECTRICAL  
GENERATING FACILITY SIZED GREATER THAN ONE MEGAWATT  
INTERCONNECTION AGREEMENT**

**County of Tulare- South County Detention Facility  
NST-120615**

**Attachment A-2**

**Description of Distribution and/or Network Upgrades and Cost Responsibility**

SCE shall describe the Distribution and/or Network Upgrades and provide an itemized best estimate of the cost, including a cost estimate pursuant to the Cost Envelope Option provisions of Rule 21, Section F.7, if applicable, including overheads and any applicable ITCC, of the Distribution and/or Network Upgrades and annual operation and maintenance expenses associated with such Distribution and/or Network Upgrades. SCE shall functionalize the upgrade costs and annual expenses as either transmission or distribution related.

**1. Description of Distribution Upgrades and Network Upgrades and Cost Responsibility:**

See FFOA included as Attachment B to this Agreement.





**SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND RENEWABLE ELECTRICAL  
GENERATING FACILITY SIZED GREATER THAN ONE MEGAWATT  
INTERCONNECTION AGREEMENT**

County of Tulare- South County Detention Facility  
NST-120615

**Attachment A-3**

**Milestones**

In-Service Date: April 30, 2021

Critical milestones and responsibility as agreed to by the Parties:

	<b>Milestone</b>	<b>Date</b>	<b>Responsible Party</b>
(1)	Submit proof of insurance coverage in accordance with Section 7 of the Agreement	At least fifteen (15) calendar days prior to the date of initial Parallel Operation	Customer
(2)	Completion of SCE's Interconnection Facilities	Within nine (9) months following the effective date of this Agreement and the FFOA	SCE
(3)	Notification to SCE of completion of Commissioning Testing in accordance with Rule 21 Sections F.5 and L.5	At least fifteen (15) calendar days prior to the date of initial Parallel Operation	Customer
(4)	SCE's written authorization for initial Parallel Operation of the Generating Facility	At least ten (10) calendar days prior to the date of initial Parallel Operation and following Customer's satisfaction of Parallel Operation requirements pursuant to Rule 21	SCE
(5)	Expected date of initial Parallel Operation	April 30, 2021	Customer

Agreed to by:

DocuSigned by:  
For SCE: Gary Holdsworth Date: 7/29/2020  
Gary Holdsworth, Senior Manager, Grid Interconnection & Contract Development

For the Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
Pete Vander Poel, Chairman, Tulare County Board of Supervisors



**SOUTHERN CALIFORNIA EDISON COMPANY  
NET ENERGY METERING AND RENEWABLE ELECTRICAL  
GENERATING FACILITY SIZED GREATER THAN ONE MEGAWATT  
INTERCONNECTION AGREEMENT**

**County of Tulare- South County Detention Facility  
NST-120615**

**Attachment B  
(If Applicable)**

**FACILITIES FINANCING AND OWNERSHIP AGREEMENT**

**(Provided by SCE)**

ATTACHMENT A TO ATTACHMENT B  
FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
SOUTHERN CALIFORNIA EDISON COMPANY  
County of Tulare- South County Detention Facility  
NST-120615

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**1. PARTIES:**

The Parties to this Facilities Financing and Ownership Agreement (FFOA) are, County of Tulare (Customer), and Southern California Edison Company, (SCE). Customer and SCE are sometimes referred to herein individually as "Party," and collectively as "Parties."

**2. RECITALS:**

- 2.1 Customer has applied to interconnect a 1,092 kW (Gross Nameplate capacity) Generating Facility that will be operated in parallel with SCE's Distribution System. Said Generating Facility is described in Section 2 and Attachment A-1 of the Generating Facility Interconnection Agreement ("GFIA") between the Parties to which this FFOA is attached. SCE has assigned the Generating Facility identification number "NST-120615" to this facility.
- 2.2 The electrical facilities installed, owned, operated and maintained by SCE described in Attachment A, attached hereto, are required to interconnect Customer's Generating Facility to the SCE Distribution System pursuant to SCE's Rule 21. Such electrical facilities may include Interconnection Facilities, Distribution Upgrades and Network Upgrades.
- 2.3 Pursuant to SCE's Rule 21 all or a portion of the Interconnection Facilities, Distribution Upgrades and Network Upgrades are provided at the Customer's expense by SCE as "Added Facilities" as defined in SCE's Rule 2.H.

**3. AGREEMENT:**

The Parties agree as follows:

- 3.1 Unless otherwise defined herein, initially capitalized terms shall have the same meanings as defined in the GFIA or Section C of SCE's Rule 21. If any term is defined in both the GFIA and Rule 21, the definition in Rule 21 shall prevail.
- 3.2 The Parties agree to the arrangements as indicated in this Section 3.2 for the financing, design, installation, operation, maintenance, and ownership of the Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Attachment A, attached hereto.
  - 3.2.1 SCE, at Customer's expense, shall install, own, operate, and maintain the Interconnection Facilities, Distribution Upgrades and Network Upgrades described as "Customer-Financed Added Facilities" in Attachment A, attached hereto.
  - 3.2.2 Customer shall finance, install, own, operate, and maintain the Interconnection Facilities described as "Customer-Constructed and Owned Interconnection Facilities" in Attachment A, attached hereto.

**4. TERM AND TERMINATION:**

- 4.1 This FFOA shall become effective as of the last date entered in Section 11 below. The FFOA shall continue in full force and effect until terminated by (1) either Party on at least thirty (30) days advance written notice or (2) the end of the 20-year term provided under Section 6.3(b) herein or (3) termination of the GFIA to which this FFOA is attached. Upon termination, Customer shall pay all costs and charges incurred to the date of termination pursuant to Section 8.9 herein, including but not limited to charges for engineering, surveying, right-of-way and easement acquisition expenses or any other expense incurred by SCE for the Customer, even if the Interconnection Facilities, Distribution Upgrades and Network Upgrades have not been installed.

ATTACHMENT A TO ATTACHMENT B  
FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
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4.2 Customer agrees to utilize the Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Attachment A, attached hereto, in accordance with Prudent Electrical Practices. If Customer fails to so utilize said Interconnection Facilities, Distribution Upgrades and Network Upgrades, SCE may terminate this FFOA, remove the Interconnection Facilities, Distribution Upgrades and Network Upgrades, and Customer shall be subject to the Termination Charge pursuant to Section 8.9 herein.

**5. PROJECT DEVELOPMENT MILESTONES:**

Project development milestones, if applicable, are identified in Attachment A-3 of the GFIA.

**6. INTERCONNECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES PROVIDED AS CUSTOMER-FINANCED ADDED FACILITIES:**

The following shall apply for that portion of the Interconnection Facilities, Distribution Upgrades and Network Upgrades specified in Attachment A, attached hereto, as "Customer-Financed Added Facilities."

6.1 SCE shall, pursuant to SCE's Rule 21, engineer, design, procure equipment and materials, construct, install, own, operate, and maintain the Customer-Financed Added Facilities.

6.2 Customer shall pay to SCE in advance of construction, the estimated total Added Facilities Investment of said Customer-Financed Added Facilities, as set forth in Attachment A, attached hereto, as may be revised pursuant to Sections 8.2 and/or 8.3, herein. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement Part M as filed with the Commission and as may be revised from time to time.

6.3 In addition to the payment required under Section 6.2 herein, Customer shall pay to SCE an ownership charge determined as the product of (1) the total Added Facilities Investment in Customer-Financed Added Facilities as set forth in Attachment A, attached hereto, as may be revised pursuant to Sections 8.2 and/or 8.3 herein, and (2) the rate established for the replacement coverage option for "Customer-Financed Added Facilities" agreed to by the Parties as reflected in this Section 6.3 as set forth in SCE's Rule 2.H as filed with the Commission and as may be revised from time to time. Whenever Added Facilities are replaced, the Added Facilities Investment amount used as the basis for determining the ownership charge Customer pays SCE shall be subject to the conditions set forth in Section 8.6 or 8.7 herein. The replacement coverage option for Customer-Financed Added Facilities is as follows:

(a) Replacement Coverage into Perpetuity

Under this option, Customer shall pay to SCE, at SCE's sole option, either:

(1) A Monthly Charge determined by SCE based upon an initial monthly rate of **0.47** % times the total Added Facilities Investment amount; or,

(2) A One-Time Payment determined by SCE representing the present value of the sum of the Monthly Charges for the total Added Facilities Investment amount.

(b) Replacement Coverage with 20-Year Term

Under this Option, for a term of 20 years beginning with the date said Added Facilities are first made available for Customer's use, Customer shall pay to SCE a Monthly Charge determined by SCE based upon an initial monthly rate

ATTACHMENT A TO ATTACHMENT B  
FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
SOUTHERN CALIFORNIA EDISON COMPANY  
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of 0.37 % times the total Added Facilities Investment amount. At the end of the 20-year term, this FFOA shall terminate. If the Parties elect to continue to utilize the Added Facilities past the term of this FFOA, Customer and SCE may execute a new Added Facilities agreement.

(c) Without Replacement Coverage

Under this option, Customer shall pay SCE a Monthly Charge determined by SCE based upon an initial monthly rate of 0.34 % times the total Added Facilities Investment amount.

**7. INTERCONNECTION FACILITIES PROVIDED AS CUSTOMER-CONSTRUCTED AND OWNED INTERCONNECTION FACILITIES:**

For that portion of the Interconnection Facilities specified in Attachment A, attached hereto, as "Customer-Constructed and Owned Interconnection Facilities", the Customer is subject to the following:

- 7.1 At Customer's expense, Customer shall finance, engineer, design, acquire equipment and materials, construct, obtain rights-of-way as necessary, install, own, lease or rent, operate, and maintain the Customer-Constructed and Owned Interconnection Facilities. The Customer-Constructed and Owned Interconnection Facilities shall be engineered, designed and constructed to be compatible with SCE's Interconnection Facilities, Distribution Upgrades and Network Upgrades, and in accordance with SCE's Rule 21, as applicable.
- 7.2 SCE shall, at Customer's expense, review Customer's design and require modifications that SCE reasonably determines necessary to assure compatibility with SCE's electrical system and assure SCE system integrity.
- 7.3 Customer shall notify SCE at least thirty (30) days prior to the Parallel Operation of Customer's Generating Facility and SCE shall have the right to inspect the Customer-Constructed and Owned Interconnection Facilities and shall notify Customer of any deficiencies within five (5) days after inspection. Customer must correct any deficiencies prior to Parallel Operation of the Generating Facility.

**8. INTERCONNECTION FACILITIES, DISTRIBUTION UPGRADES AND NETWORK UPGRADES BILLING:**

- 8.1 Customer shall pay to SCE in advance of any construction by SCE, any one-time costs (including, when applicable, the ITCC) to rearrange existing facilities and/or to provide facilities normally installed by the Customer as set forth in Attachment A, attached hereto, as "One-Time Costs."
- 8.2 Unless otherwise agreed in writing, the costs and charges paid by Customer pursuant to Sections 6.2, 6.3, 7.2, 8.1, and 8.9 herein shall initially be based upon estimated costs. When the recorded book costs have been determined by SCE, the costs and charges paid by Customer under this FFOA shall be revised to be based upon such recorded costs and adjusted retroactively to the date when service was first available by means of such Added Facilities. By executing this FFOA, Customer has been informed and understands SCE's determination of recorded book cost may be delayed and that unless otherwise agreed, retroactive adjustments resulting from such determination may occur at anytime during the term of this FFOA. All amounts billed under this FFOA, unless other terms are mutually agreed upon, shall be payable to SCE within thirty (30) days from the date of presentation of a bill. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Customer.

ATTACHMENT A TO ATTACHMENT B  
FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
SOUTHERN CALIFORNIA EDISON COMPANY  
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- 8.3 SCE shall have the right to revise the initial estimated costs and bill Customer using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Attachment A, attached hereto, or a superseding Attachment A and provide a copy to Customer. SCE shall commence billing the costs and charges paid by Customer pursuant to this FFOA using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Customer.
- 8.4 Whenever the ownership charge is to be paid by Customer as a Monthly Charge pursuant to Section 6.3 herein, the Monthly Charge shall automatically increase or decrease without formal amendment to this FFOA if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in SCE's Rule 2.H, effective with the date of such authorization.
- 8.5 If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Customer shall be notified of such necessity and shall be given the option to either terminate this FFOA in accordance with Sections 4 and 8.9 herein, or to pay to SCE additional amounts consisting of:
- (a) Revised costs and charges based on the total net additional installed cost of all new and remaining Added Facilities. Such revised costs and charges shall be determined, as applicable, in the same manner as described in Sections 6.2 and 6.3 herein; plus
  - (b) An additional payment of ITCC, and/or one-time cost, if any, for any new Added Facilities which shall be determined in the same manner as described in Sections 6.2 and 8.1 herein; plus
  - (c) The cost to remove any portion of the Added Facilities that are no longer necessary because of alteration or rearrangement, such charge is to be determined by SCE in the same manner as described in Section 8.9 herein.
- 8.6 Whenever Added Facilities are replaced due to damage (caused by other than the Customer's intentional or negligent conduct) or equipment failure and replacement coverage is provided pursuant to Sections 6.3(a) or (b) herein, such replacement will be at SCE's expense with no change in the Added Facilities Investment amount.
- 8.7 Whenever Added Facilities are replaced (1) due to damage or equipment failure and replacement coverage is not provided pursuant to Section 6.3(c) herein, or (2) due to Customer's increased load or generation levels, as determined by SCE, or (3) Customer's intentional or negligent conduct, such replacement will be made by SCE at the Customer's expense, including any applicable ITCC. Any additional amounts due to SCE as a result of such replacement shall be payable by the Customer to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities Investment, the Monthly Charge will be adjusted based on the revised added investment amount effective with the date the replaced Added Facilities are first available for Customer's use. Except that, where the replacement of Added Facilities is solely required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase shall be made in the Added Facilities Investment amount or the Monthly Charge.
- 8.8 Except as otherwise provided in this FFOA, SCE shall have the right to charge Customer under the terms and conditions of this FFOA commencing with the date SCE, in its sole opinion, determines the Added Facilities are available for Customer's use.

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FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
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- 8.9 Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this FFOA, or otherwise:
- (a) Customer shall pay to SCE on demand (in addition to all other moneys to which SCE may be legally entitled by virtue of such termination) a Termination Charge defined as the costs estimated, subject to Sections 8.2 and 8.3, herein, by SCE to install and/or remove said facilities, less the estimated salvage value of the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of said Added Facilities, the Termination Charge shall be reduced by 20 percent each year until the total Termination Charge is zero.
  - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Customer's property.
  - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located on property other than Customer's property. Where all or any portion of the Added Facilities located on property other than Customer's property are retained in place and used by SCE to provide permanent service to other customers, the facility Termination Charge described in Section 8.9(a), herein, shall be reduced by the recorded installed cost of the retained facilities.
- 8.10 SCE may, at its sole discretion at any time during the term of this FFOA, require Customer to provide and maintain a performance bond, a letter of credit, an escrow account, or other security, to SCE's satisfaction, securing to SCE the payment of the Termination Charge described in Section 8.9, herein. Customer's failure to provide such security to SCE's satisfaction shall result in termination of this FFOA.
- 8.11 Customer shall not be required to pay the Termination Charge specified in Section 8.9, herein if termination of the use of the Added Facilities is caused solely by SCE. Termination pursuant to Section 4.2 herein or Section 13.2 of the GFIA shall be deemed not to have been caused solely by SCE.
- 8.12 Should any amount billed pursuant to this FFOA not be paid by Customer, SCE shall at any time be entitled to collect such amounts through an offset against any amount SCE may owe to Customer.
- 9. GENERAL PROVISIONS:**
- 9.1 Unless otherwise provided for in this FFOA, Interconnection Facilities connected to SCE's side of the Point of Common Coupling, Distribution Upgrades and Network Upgrades shall be provided, installed, owned, and maintained by SCE at Customer's expense in accordance with SCE's Rule 21.
- 9.2 SCE shall not be obligated to begin construction of Added Facilities prior to Customer's payment of all moneys due as described in Sections 6.2, 6.3, 8.1, and 8.9 herein.
- 9.3 Where it is necessary to install Added Facilities on Customer's property, Customer hereby grants to SCE (a) the right to make such installation on Customer's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Customer's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Customer shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Customer's property for any facilities of SCE.

ATTACHMENT A TO ATTACHMENT B  
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- 9.4 Where formal rights-of-way or easements are required in, on, under, or over Customer's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this FFOA in accordance with Section 4, SCE shall quitclaim all easements and rights of way in, on, under, and over Customer's property, which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
- 9.5 SCE shall not be responsible for any delay in completion of the installation of the Added Facilities including, but not limited to, delays resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation, or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
- 9.6 SCE shall not be liable for any loss, damage, or injury arising from SCE's installation, operation, maintenance, or control of the Added Facilities, unless such loss, damage, or injury results from SCE's sole negligence, and, in no event, shall SCE be liable for loss of profits, revenues, or other consequential damages. No adjustment shall be made to reduce billings if damages to, or malfunction of the Added Facilities results from any cause other than the negligence or willful act of SCE.
- 9.7 Added Facilities provided hereunder shall at all times remain the property of SCE.
- 9.8 This FFOA supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
- 9.9 Customer may assign this FFOA only with SCE's written consent. Such consent shall not be unreasonably withheld. Such assignment shall be deemed to include, unless otherwise specified therein, all of Customer's rights to any refunds, which might become due upon discontinuance of the use of any Added Facilities.

**10. GOVERNING LAW**

This FFOA shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California and shall, to the extent provided by law, at all times be subject to applicable tariff rules and modification of such rules as directed by the Commission in the exercise of its jurisdiction.

**11. SIGNATURES**

This FFOA may be executed in counterparts, and by Electronic Signature on the part of SCE and/or the Customer, and copies of a Party's signed signature page may be transmitted to the other Party by facsimile or other electronic means. Copies of the signature page so transmitted may be used for the purpose of enforcing the terms of this FFOA as though they were originals and will not be made inadmissible in any legal or regulatory proceeding concerning this FFOA on the basis of the Best Evidence Rule or similar rule of admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this FFOA to be executed by their duly authorized representatives. This FFOA is effective as provided in Section 4.1 above.

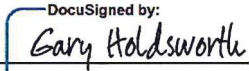


ATTACHMENT A TO ATTACHMENT B  
FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
SOUTHERN CALIFORNIA EDISON COMPANY  
County of Tulare- South County Detention Facility  
NST-120615

**COUNTY OF TULARE**

**SOUTHERN CALIFORNIA  
EDISON COMPANY**

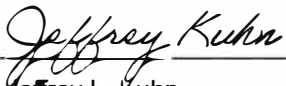
By: \_\_\_\_\_  
Name: Pete Vander Poel  
Title: Chair, Tulare County Board of Supervisors  
Date: \_\_\_\_\_

By:   
Name: Gary Holdsworth  
Title: Senior Manager, Grid Interconnection & Contract Development  
Date: 7/29/2020

**ATTEST: JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Name: Melinda Benton  
Title: Chief Clerk of the Board  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By:   
Name: Jeffrey L. Kuhn  
Title: Deputy County Counsel  
Date: 9-9-20

Matter No. 20171102

ATTACHMENT A TO ATTACHMENT B  
 FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
 SOUTHERN CALIFORNIA EDISON COMPANY  
 County of Tulare- South County Detention Facility  
 NST-120615

**1. Added Facilities Investment for Customer- Financed Facilities**  
 (Provided per Section 3.2.1)

	Component	Original Estimate	Revised Estimate	Recorded Cost
A.	<b>Interconnection Facilities</b> - Install one (1) Padmounted 3-way Remote Controlled Switch for Generation (RCSG) - Install one (1) PME-5 with dedicated fuse for 1500 kVA transformer - Remove existing fused dip on structure 2212388E  - Real Properties  -Environmental Properties, Permits and Licensing	\$175,390.00   \$5,000.00  \$14,787.00		
B.	<b>Total Added Facilities Investment</b>	<b>\$195,177.00</b>		
C.	<b>Income Tax Component of Contribution (ITCC)</b>  (B x 24%) (eff. 1/1/2018)	\$46,842.48		
D.	<b>One-Time Costs</b>  Telemetry <sup>1</sup> - Centralized RTU or as required by the utility	\$6,100.00 <sup>2</sup>		
E.	Customer shall pay to SCE a <b>Monthly Charge</b> determined by SCE based upon an initial monthly rate of <b>0.37%</b> times the Added Facilities Investment amount shown in Row B. above pursuant to Section 6.3 of this FFOA. $((\$195,177.00) \times 0.37\%)$	\$722.16		
F.	<b>Total Amount to be Advanced by Customer (B.+ C.+ D.)</b>	<b>\$248,119.48</b>		

**2. Description of Customer - Constructed and Owned Facilities (Provided per Section 3.2.2)**

Interconnection Facilities Component
a. All generating unit protective relays, controls and switchgear in compliance with SCE's Rule 21 and Electrical Service Requirements (ESR).

<sup>1</sup> SCE acknowledges that the telemetry upgrades required for this project will not be in place as of the execution of this FFOA. Without waiving Customer's obligation to meet the telemetry requirements listed above in Item D, SCE agrees to allow the Generating Facility to be interconnected while the required telemetry upgrades are completed.

<sup>2</sup> Cost estimate is based on the use of a centralized RTU; should SCE subsequently determine that a centralized RTU cannot be utilized, the cost to provide the required telemetry may be significantly higher and the Customer will be notified in accordance with Sections 8.3 and 8.5 of this FFOA.

ATTACHMENT A TO ATTACHMENT B  
FACILITIES FINANCING AND OWNERSHIP AGREEMENT  
SOUTHERN CALIFORNIA EDISON COMPANY  
**County of Tulare- South County Detention Facility**  
NST-120615

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Customer is responsible to procure and construct underground duct banks and related structures required for the Customer-Financed Added Facilities ("Civil Construction") in accordance with specifications and designs provided by SCE. SCE may subsequently determine that the Civil Construction, or a portion thereof, may need to be owned by SCE. Upon such determination, the Civil Construction, or a portion thereof, will be reclassified as Customer-Financed Added Facilities, and Customer shall be required to transfer ownership to SCE. Customer understands and acknowledges that upon such transfer, it shall provide to SCE the final costs of the Civil Construction actually transferred in a form acceptable to SCE, and Customer shall be responsible for the ITCC and Monthly Charge, for the portion of the Civil Construction transferred to SCE.

Note: Cost information need not be provided for Customer-Constructed and Owned Facilities.

**3. Financial Security** (Provided per Section 3.3 of Attachment A of the GFIA)

Not applicable. Customer will provide full payment for the amounts identified in Section 1 of this Attachment A in accordance with Section 6.2 of the FFOA.