February 23, 2018

Russell G. Worden
Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, CA 91770

SUBJECT: Southern California Edison Company's Proposed Limited Deviation to Section A of Rule 20, Replacement of Overhead with Underground Electric Facilities, to Accommodate the Request of the City of Twentynine Palms

Dear Mr. Worden:

Advice Letter 3663-E is effective as of February 8, 2018, per Resolution E-4905 Ordering Paragraphs.

Sincerely,

Edward Randolph
Director, Energy Division
ADVICE 3663-E  
(U 338-E)  

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
ENERGY DIVISION  

SUBJECT:  Southern California Edison Company’s Proposed Limited Deviation to Section A of Rule 20, Replacement of Overhead with Underground Electric Facilities, to Accommodate the Request of the City of Twentynine Palms  

Southern California Edison Company (SCE) hereby submits for filing the following changes to its tariffs. The revised tariff sheets are listed in Attachment A and are attached hereto. In addition, SCE submits its letter agreement with the City of Twentynine Palms (City). The executed letter agreement is attached hereto as Attachment B. As explained below, SCE requests a limited deviation from Rule 20 Section A (Rule 20A) tariff requirements to accommodate a request by the City, and is not proposing any permanent changes to its Rule 20 tariff.  

PURPOSE  

This advice filing seeks approval from the California Public Utilities Commission (CPUC or Commission) to allow SCE a limited deviation from Rule 20A to accommodate the City’s request associated with the construction of the Phoenix Community Center Project (Phoenix Community Center Project). Additionally, SCE seeks to add the letter agreement with the City to SCE’s List of Contracts and Deviations.  

BACKGROUND AND DISCUSSION  

In 1967, SCE established Rule 20 in compliance with the Commission’s order in Decision (D.) 73078. Rule 20 establishes the methodology for the conversion of overhead facilities to underground facilities. Furthermore, Rule 20 determines the circumstances and the level of ratepayer contribution in the payment for the conversion of overhead electric facilities. As such, the rule is divided into three sections, each dealing with a certain type of undergrounding projects. Section A of Rule 20 (Rule 20A) provides for undergrounding of overhead electric facilities at SCE’s expense by allocating a portion of its budget to the cities and counties if certain conditions are met. Sections B and C of Rule 20 (Rules 20B and 20C) cover conversions of overhead
facilities paid for by applicants or group of applicants, such as homeowners' associations, developers, cities, counties etc., who agree to pay the costs to underground an area.

Pursuant to Rule 20A, SCE’s ratepayers bear most of the costs of the underground conversion in its service area. Specifically, Rule 20A states that SCE will, at its expense, replace its existing overhead electric facilities with underground electric facilities provided that the governing body of the community has determined that the undergrounding is in the public interest for one or more of the following reasons:

1. Undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities;
2. The street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;
3. The street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; or
4. The street or road or right-of-way is considered an arterial street or major collector road, as defined in the Governor’s Office of Planning and Research General Plan Guidelines.

Furthermore, Rule 20A requires that the governing body of the community adopts an ordinance creating an underground district in the area in which both the existing (overhead) and new (underground) facilities are and will be located. The amount of SCE’s total annual budgeted amount for undergrounding allocated to each city and county is also governed by Rule 20A.¹

**The City’s Proposed Project**

As part of the Phoenix Community Center Project, the City intends to build a community center on the City-owned property that includes a gymnasium, classrooms, meeting and banquet room space, and other public amenities. Currently, an overhead distribution line exist in an alley that will become a walkway or plaza after the construction is complete. The City approached SCE and proposed to use the City’s allocated Rule 20A funds to underground this existing overhead distribution line before the construction of the Phoenix Community Center Project begins. During the course of several discussions between SCE and the City, it was determined that the area in which the Phoenix Community Center Project is located is not within an underground district.

In order for SCE to use the Rule 20A funds, the tariff requires, among other things, that the street or road or right-of-way adjoins or passes through a civic area or public recreation area. SCE interprets this tariff requirement to apply to an existing and not a prospective civic area or public recreation area. Furthermore, the tariff requires the

area in which the underground conversion will take place needs to be located in an underground district. Because the City’s Phoenix Community Center Project is not yet constructed and is located in an area that is not considered currently as an underground district, SCE is prohibited from using the City’s allocated Rule 20A funds to underground the existing overhead distribution line.

However, SCE agrees with the City that undergrounding the existing overhead distribution line prior to the construction start of the Phoenix Community Center Project is prudent. By completing the undergrounding of the distribution line facilities in advance of the Phoenix Community Center Project construction, SCE will not have to disturb that new walkway or plaza once it is completed to underground the necessary facilities. SCE believes that this is a reasonable and cost effective way of utilizing the Rule 20A funds allocated to the City. As such, SCE agrees to accommodate the City’s request to use the City’s allocated Rule 20A funds to underground the existing overhead distribution line in advance of the Phoenix Community Center Project’s completion, subject to the terms and conditions set forth in the letter agreement between SCE and the City and provided that the City meets all the other requirements of Rule 20A, including creating an underground district.

Agreement Summary

On September 13, 2017, SCE and the City executed a letter agreement that sets forth the terms and conditions upon which (1) SCE will use the allocated Rule 20A funds to the City to underground the existing overhead distribution line, and (2) the City will reimburse those funds to SCE if the City does not complete the construction of the Phoenix Project.² In summary, SCE and the City agree as follows:

- SCE will file this advice letter to seek Commission approval to deviate from Rule 20A to undertake the undergrounding using Rule 20A funds;
- SCE will begin to design, engineer, construct, and install the undergrounding work in accordance with Rule 20A upon the Commission’s approval of this advice letter;
- The City will remit payment to SCE, within 90 days of the Commission’s approval of this advice letter, the amount of $50,000 for SCE’s actual cost expended on the Highway CA 62 undergrounding project and to abandon such project;
- SCE will calculate and inform the City of the Rule 20A cap consisting of the City’s available allocation and allowable mortgage upon the Commission’s approval of this advice letter;
- The City acknowledges and agrees that the Rule 20A funds may only be used for a portion of the City’s larger proposed undergrounding project;
- The City acknowledges and agrees that SCE’s funding of the undergrounding using Rule 20A funds up to the Rule 20A cap is contingent upon the City’s

² The City approved the letter agreement at its City Council meeting on August 22, 2017.
substantial completion of the construction of the Phoenix Community Center Project;

- The City will use reasonable efforts during the construction of the Phoenix Community Center Project to meet the construction milestones for the Phoenix Community Center Project;
- The City will reimburse SCE for installation and construction cost of the undergrounding if the Phoenix Community Center Project has not reached substantial completion by December 2022, the City abandons or cancels the Phoenix Project, or the City provides notice that it will not be able to achieve substantial completion of the Phoenix Project by December 2022;
- The City’s obligation to reimburse SCE for the costs applies irrespective of whether the undergrounding is completed or not; and
- SCE has no obligation to commence any further undergrounding work for the City until the City reimburses SCE for the costs.

The letter agreement that includes the relevant exhibits are attached hereto as Attachment B.

PROPOSED TARIFF DEVIATION

As mentioned above, to use Rule 20A funds allocated to a city or county, the tariff requires the governing body of the community to determine that the undergrounding of the existing overhead facilities located in the street or road or right-of-way that adjoins or passes through a civic area or public recreation area is in the public interest. SCE’s interpretation of this tariff provision applies to existing and not prospective civic or public recreation area. Thus, SCE seeks Commission approval for limited deviation from the existing Rule 20A requirement described above. The limited deviation will allow SCE to utilize the Rule 20A funds allocated to the City to convert the existing overhead facilities to underground facilities in advance of the completion of the civic area or public recreation area as proposed in the City’s Phoenix Project. SCE believes that its ratepayers will not be harmed by the Commission’s approval of deviation because SCE and the City have an executed letter agreement that requires the City to reimburse SCE if the Phoenix Community Center Project is not completed by a specified date. Furthermore, the terms and conditions set forth in the executed letter agreement between SCE and the City limit the precedential impact of the requested deviation.

SCE also seeks to add the letter agreement to its List of Contracts and Deviations. The Commission’s authorization and the effective date will be entered on the tariff sheet when the agreement is approved by the Commission.

No cost information is required for this advice filing.

This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.
TIER DESIGNATION

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.3(8), this advice letter is submitted with a Tier 3 designation.

EFFECTIVE DATE

This advice filing will be effective upon Commission approval.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be submitted to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Telephone (626) 302-4177
Facsimile: (626) 302-6396
E-mail: AdviceTariffManager@sce.com
Laura Genao  
Managing Director, State Regulatory Affairs  
c/o Karyn Gansecki  
Southern California Edison Company  
601 Van Ness Avenue, Suite 2030  
San Francisco, California 94102  
Facsimile: (415) 929-5544  
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and must be received by the deadline shown above.

In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B service list. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-3719. For changes to all other service lists, please contact the Commission’s Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE’s corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE’s web site at https://www.sce.com/wps/portal/home/regulatory/advice-letters.

For questions, please contact Shiela Linao at (626) 302-4506 or by electronic mail at Shiela.Linao@sce.com.

Southern California Edison Company

/s/ Russell G. Worden  
Russell G. Worden

RGW:sl:cm  
Enclosures
Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:  
- ☑ ELC  
- ☐ GAS  
- ☐ PLC  
- ☐ HEAT  
- ☐ WATER  
Contact Person: Darrah Morgan  
Phone #: (626) 302-2086  
E-mail: Darrah.Morgan@sce.com  
E-mail Disposition Notice to: AdviceTariffManager@sce.com

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Subject of AL: Southern California Edison Company’s Proposed Limited Deviation to Section A of Rule 20, Replacement of Overhead with Underground Electric Facilities, to Accommodate the Request of the City of Twentynine Palms

Keywords (choose from CPUC listing): Rules, Deviation

AL filing type: ☑ One-Time  

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:  

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:  

Summarize differences between the AL and the prior withdrawn or rejected AL:  

Confidential treatment requested? ☑ No  

If yes, specification of confidential information:  
Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/access to confidential information:  

Resolution Required? ☑ No  

Requested effective date: Upon Commission Approval  
No. of tariff sheets: -3-  
Estimated system annual revenue effect: (%)  
Estimated system average rate effect (%):  

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).  
Tariff schedules affected: List of Contracts & Deviations List of C&D

Service affected and changes proposed¹:  

Pending advice letters that revise the same tariff sheets: None  

¹ Discuss in AL if more space is needed.
Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Russell G. Worden
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Telephone: (626) 302-4177
Facsimile: (626) 302-6396
E-mail: AdviceTariffManager@sce.com

Laura Genao
Managing Director, State Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com
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### LIST OF CONTRACTS AND DEVIATIONS

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ATTACHMENT B

LETTER AGREEMENT BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND CITY OF TWENTYNINE PALMS
August 22, 2017

Frank Luckino  
City Manager  
City of Twentynine Palms  
6136 Adobe Rd.  
Twentynine Palms, CA 92277

Subject: Letter Agreement – Twentynine Palms Civic Center Project Undergrounding

Dear Frank,

This Letter Agreement ("Agreement") sets forth, among other things, the terms and conditions upon which Southern California Edison Company ("SCE") will use funds allocated to the City of Twentynine Palms ("City") pursuant to California Public Utilities Commission ("CPUC")-approved SCE Tariff, Rule 20A, "Replacement of Overhead with Underground Electric Facilities" (as may be modified from time to time, subject to the approval of the CPUC, "Rule 20A") and upon which the City will reimburse those funds to SCE if the City does not complete the construction of its proposed Civic Center Project (as defined herein). SCE and the City may be referred to herein each individually as a "Party" and collectively as the "Parties."

**Background**

The City intends to construct a multi-purpose building with a gymnasium, classrooms, meeting and banquet room space, and other public amenities (the "Phoenix Community Center Project"). In contemplation of the Phoenix Community Center Project, the City desires to have certain existing overhead electrical facilities undergrounded. The Parties agree that certain of these facilities would be eligible for SCE funding pursuant to Rule 20A ("Rule 20A Funds"), up to the allocation cap of the City as calculated by Rule 20A ("Rule 20A Cap"), if and when the Phoenix Community Center Project is constructed. The undergrounding of the facilities and all associated work that would be eligible, but for the construction of the Phoenix Community Center Project, for Rule 20A Funds will be referred to in this Agreement as the "Project," as more specifically defined in Exhibit C hereto.

In the interest of efficiency, the City has requested that SCE perform the Project prior to the construction of the Phoenix Community Center Project. Because the expenditure of Rule 20A Funds prior to the construction of the Phoenix Community Center Project requires a deviation from SCE’s Tariff, SCE agrees, subject to the terms and conditions of this Agreement, to seek approval from the CPUC to use Rule 20A Funds for the installation of the Project prior to the construction of the Phoenix Community Center Project. The City agrees,

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subject to the terms and conditions of this Agreement, to reimburse SCE for all costs incurred for the Project if the Civic Center Project is not completed by December 31, 2022 ("Required Completion Date"). If SCE receives CPUC Approval (as defined herein), the City also agrees that it will abandon the current undergrounding project referred to as the "City of Twentynine Palms – Highway CA 62 – Mesquite Springs Road to Pine Avenue Rule 20A Project" ("Highway CA 62 Undergrounding Project") and will reimburse SCE for SCE’s actual costs incurred for the Highway CA 62 Undergrounding Project, subject to the City receiving a Rule 20A credit for such reimbursement.

**Agreement**

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, SCE and the City agree as follows.

1. Within 30 days after both Parties have executed this Agreement, SCE agrees to file an Advice Letter at the CPUC requesting a deviation from its Tariff and specifically seeking permission to undertake the Project using Rule 20A Funds pursuant to the terms and conditions of this Agreement. Other than filing the Advice Letter, SCE has no obligation under this Agreement until the CPUC issues a decision that is final and no longer subject to appeal, which (a) approves the Agreement in full and in the form presented on terms and conditions acceptable to SCE in its sole discretion and (b) specifically finds that SCE may use Rule 20A Funds for the Project in anticipation of the City’s construction of the Phoenix Community Center Project ("CPUC Approval").

   a. The City shall use commercially reasonable efforts to support SCE in obtaining CPUC Approval. SCE has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings or modifications unacceptable to SCE.

   b. The City may terminate this Agreement at any time prior to CPUC Approval upon 10 days’ Notice (as defined herein), and upon such Notice, SCE will withdraw the Advice Letter. SCE may terminate this Agreement if CPUC Approval has not been obtained or waived by SCE in its sole discretion within 365 days after SCE files its request for CPUC Approval.

2. Within a reasonable time after obtaining CPUC Approval, SCE will begin to process the Project pursuant to Rule 20A. This Agreement does not constitute an agreement by SCE to build the Project; rather, upon CPUC Approval, the Project will be designed, engineered, constructed and installed all in accordance with Rule 20A.

3. Within 90 days of CPUC Approval, the City agrees to remit payment to SCE of $50,000 for SCE’s actual costs expended on the Highway CA 62 Undergrounding Project and to abandon the Highway CA 62 Undergrounding Project. Upon receipt of the City’s payment, SCE will credit the same amount to the City’s Rule 20A Funds allocation, and that incremental amount will be available for the Project.
(4) After CPUC Approval, SCE will calculate the Rule 20A Cap consisting of the City's available allocations and allowable mortgage, in accordance with the Tariff, and SCE will provide Notice to the City setting forth the Rule 20A Cap, inclusive of the funds reimbursed by the City for the Highway CA 62 Undergrounding Project pursuant to Section 3 hereof. The City acknowledges and agrees that SCE, with CPUC Approval, will fund the Project only up to the Rule 20 Cap. The City is solely responsible for funding all amounts for the Project above the Rule 20A Cap.

(5) The City acknowledges and agrees that Rule 20A Funds may only be used for a portion of the City's larger proposed undergrounding project. This Agreement only addresses the Project, which consists of installing the facilities (and associated work) that are eligible to be undergrounded using Rule 20A Funds, but for the absence of the Phoenix Community Center Project. The City is responsible for the costs for undergrounding non-Project facilities in accordance with SCE's applicable Tariffs, and this Agreement does not govern those facilities.

(6) The City acknowledges and agrees that SCE's funding of the Project with Rule 20A Funds up to the Rule 20A Cap is contingent upon the City's Substantial Completion of the construction of the Phoenix Community Center Project, in a form substantially similar to the drawings set forth on Exhibit A, or as modified by the City with approval from SCE, in SCE's reasonable discretion, no later than the Required Completion Date.

(7) The City has provided SCE certain milestones for the construction of the Phoenix Community Center Project, as set forth in Exhibit B of this Agreement. The City will use reasonable efforts during the Phoenix Community Center Project planning and construction period to meet the milestones and avoid or minimize any delays in meeting such milestones. If the City has not met, or reasonably expects that it will not meet, one or more milestones, the City shall provide Notice to SCE, as soon as reasonably practical. The Notice will explain the reason for the milestone(s) delay, expected length of the delay, and the City's remediation plan. The Notice will also state whether the City reasonably believes that it can meet the Required Completion Date.

(8) If (1) the Phoenix Community Center Project, in a form substantially similar to the plan drawings in Exhibit A, has not reached Substantial Completion (as defined herein) by the Required Completion Date; or (2) the City abandons or cancels the Phoenix Community Center Project; or (3) the City provides Notice to SCE that it will not be able to achieve Substantial Completion of the Phoenix Community Center Project on or before the Required Completion Date, the City will reimburse SCE for all costs expended, or irrevocably committed, by SCE for installation and construction of the Project ("Costs"), up to the Rule 20A Cap, within thirty (30) days of a demand by SCE.

a. “Substantial Completion” means the Phoenix Community Center Project is sufficiently complete for the City to occupy and/or utilize the Phoenix Community Center Project for its intended use, without undue interference.
b. The City may establish “Substantial Completion” of the Phoenix Community Center Project by submitting to SCE any one of the following: (1) a certificate of substantial completion by the City’s engineering, procurement, and construction contractor; (2) a certificate of occupancy for the Phoenix Community Center Project; and (3) another form of proof reasonably acceptable to SCE, in SCE’s sole discretion.

(9) The City’s obligation to reimburse SCE for the Costs shall apply irrespective of whether the Project is completed or not.

(10) SCE shall have no obligation to commence any further work on the Project, or on any other undergrounding projects for the City, until the City has reimbursed SCE for the Costs.

(11) This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed in accordance with the laws of the state of California, without regard to principles of conflicts of laws. The Parties agree to resolve any disputes arising under this Agreement through the CPUC’s Alternative Dispute Resolution (ADR) Program. If the Parties are unable to resolve a dispute through the CPUC’s ADR Program, the Parties agree that any litigation to enforce or interpret any terms of this Agreement will be brought in the Superior Court of the County of Los Angeles, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Central District of California), and the Parties hereby submit to the exclusive jurisdiction of such courts.

(12) This Agreement shall, at all times be subject to changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

(13) This Agreement can only be amended by a writing signed by both Parties.

(14) Neither Party shall assign this Agreement or its rights hereunder, as the case may be, without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion.

(15) This Agreement shall be binding upon and inure to the benefit of, the Parties and their respective permitted successors and assigns.

(16) None of the provisions of this Agreement shall be considered waived by either Party unless the Party against whom such waiver is claimed gives the waiver in writing. The failure of either Party to insist in any one instance upon strict performance of any 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 relinquishments of such rights for the future but the same shall continue and remain in full force and effect. Waiver by either Party of any default of the other Party shall not be deemed a waiver of any other default.

(17) Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations,
warranties, covenants and rights and obligations with respect to indemnification, and payment, shall so survive.

(18) Except as otherwise provided explicitly herein, in performing their respective obligations under this Agreement, neither Party is acting, or is authorized to act, as the other Party's agent.

(19) This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound by this Agreement).

(20) If any term, section, provision or other part of this Agreement, or the application of any term, section, provision or other part of this Agreement, is held to be invalid, illegal or void by a court or regulatory agency of proper jurisdiction, all other terms, sections, provisions or other parts of this Agreement shall not be affected thereby but shall remain in force and effect unless a court or regulatory agency holds that the provisions are not separable from all other provisions of this Agreement.

(21) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

(22) By executing this Agreement, the City representative signing the Agreement represents and warrants that he/she has the actual authority to enter into the Agreement on behalf of the City, and to bind the City to its terms.

(23) Notices, requests, invoices or payments ("Notices") from one Party to the other Party shall be made to the addresses and persons specified below. All Notices from one Party to the other Party shall be made in writing except where this Agreement expressly provides otherwise. Notices required to be in writing shall be delivered by hand delivery, overnight delivery, electronic mail, or facsimile. A Party may change its contact information by providing Notice of the same in accordance herewith.

If to SCE:
Tony Mathis
Principal Manager
Southern California Edison
1325 South Grand Ave
Santa Ana, CA 92705
714-973-5466
Tony.mathis@sce.com

If to City:
Frank Luckino
City Manager
City of Twentynine Palms
6136 Adobe Rd.
Twentynine Palms, CA 92277
760-367-6799
fluckino@29palms.org
(24) The City shall indemnify, defend and hold SCE harmless from and against any and all loss, liability, damage, claim, cost, charge demand, penalty, fine or expense of any kind or nature, including attorneys' fees, arising out of or in connection with any breach by the City of this Agreement.

(25) This Agreement shall not be construed as an agreement to provide electric service to the City or as a contract to build the Project.

After both Parties have executed this Agreement, SCE will commence drafting the Advice Letter to be submitted to the CPUC. We look forward to working with you and City staff in moving the Project forward.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents.

[Signature]

Frank Luckino
City Manager
City of Twentynine Palms

[Signature]

Gregory Ferree
Vice President, Distribution
Southern California Edison Company

9/13/17
EXHIBIT B

MILESTONES

PHOENIX COMMUNITY CENTER CONSTRUCTION SCHEDULE

<table>
<thead>
<tr>
<th>Line</th>
<th>Projected Completion Date</th>
<th>Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4/2011</td>
<td>City approves Phoenix Community Center Project / Bond Sale</td>
</tr>
<tr>
<td>2</td>
<td>60 days after CPUC Approval of Advice Filing</td>
<td>City Council creates, by resolution, Rule 20A and Rule 20B Underground Conversion District</td>
</tr>
<tr>
<td>3</td>
<td>8/31/2020</td>
<td>Final City approval of design</td>
</tr>
<tr>
<td>4</td>
<td>11/2020</td>
<td>Execution of Phoenix Community Center Project Engineering, Procurement, and Construction Contract</td>
</tr>
<tr>
<td>5</td>
<td>12/31/2020</td>
<td>Start of construction of Phoenix Community Center Project</td>
</tr>
<tr>
<td>6</td>
<td>12/31/2022</td>
<td>Substantial completion of Phoenix Community Center Project</td>
</tr>
</tbody>
</table>
EXHIBIT C

PROJECT DESCRIPTION