



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: October 10, 2025

To: Board of Directors

Attn: John Arabian
President

From: Fire District Staff

Subject: Fire Service Agreement between IP Darden and FCFPD

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

Staff continues to prioritize the establishment of Fire Service Agreements with commercial Solar and Battery Energy Storage System (BESS) developments located within District boundaries. These agreements are intended to ensure that increased service demands resulting from such projects do not negatively impact the District's ability to maintain current levels of fire and emergency response.

BACKGROUND:

In December 2024, the Fire District was formally notified by the California Energy Commission (CEC) of a proposed large-scale commercial Solar and Battery Energy Storage System (BESS) facility to be constructed in the Cantua Creek area, within District boundaries.

In alignment with control measures outlined in the CEC's Staff Assessment released in May 2025, IP Darden, the project developer, has engaged in ongoing communication and negotiations with the Fire District to establish a Fire Service Agreement. This agreement aims to address the increased service demand associated with the facility and to ensure the continued delivery of effective fire protection and emergency services throughout the District.

DISCUSSION:

Staff has completed a review of the Draft Fire Service Agreement and is confident that the proposed terms serve the best interests of the public. The agreement is expected to support the Fire District in maintaining and enhancing emergency response capabilities in connection with the proposed development.

ALTERNATIVES:

1. Board can take no action and choose not to enter into agreement with IP Darden.

IMPACTS: *(Consider potential consequences related to each of the following areas of concern for proposed alternatives. Check all that apply and provide brief explanation of each)*

- Fiscal – Not supporting can negatively impact the Fire District by not having sufficient resources to protect the communities as well as new solar developments.
- Operational – Not supporting can negatively impact the Fire District by not having sufficient resources to respond to Solar/BESS emergencies.
- Legal – No known impacts
- Labor – No known impacts
- Sociopolitical – No known impacts
- Policy – No known impacts
- Health and safety – No known impacts
- Environmental – No known impacts
- Interagency – No known impacts

RECOMMENDATION:

Staff is recommending that the Board of Directors approve the Fire Chief to sign and execute a Fire Service Agreement with IP Darden.

APPROVED:

DocuSigned by:
Andy Cosentino

Joseph A. Cosentino, Division Chief

10/8/2025

Date

FIRE PROTECTION AND SERVICES AGREEMENT BETWEEN THE FRESNO COUNTY FIRE PROTECTION DISTRICT AND IP DARDEN I, LLC, IP DARDEN II, LLC, IP DARDEN III, LLC, AND IP DARDEN IV, LLC

THIS FIRE PROTECTION AND SERVICES AGREEMENT (this “**Agreement**”) dated October _____, 2025 (“**Effective Date**”) is entered into by and between the FRESNO COUNTY FIRE PROTECTION DISTRICT (“**District**”), a California Special District organized and governed by the Fire Protection District Act of 1987, and IP Darden I, LLC, IP Darden II, LLC, IP Darden III, LLC, and IP Darden IV, LLC (collectively, “**Project Entities**”), Delaware limited liability companies (individually, “**Party**” and collectively, “**Parties**”).

RECITALS

WHEREAS, the District is the governmental provider of high-quality emergency medical and fire services to a 4,213 square mile area of unincorporated Fresno County (“**Service Area**”);

WHEREAS, Project Entities intend to develop a utility scale solar photovoltaic energy and battery energy storage project, including an associated step-up substation, a transmission line and appurtenant facilities (the “**Project Facilities**”) on certain real property located within the unincorporated area of the County of Fresno within the District’s Service Area, as more particularly described on the attached **Exhibit “A”**, incorporated herein by reference (“**Property**”);

WHEREAS, The Property is located east of the community of Cantua Creek between South Sonoma Avenue to the west and South Butte Avenue to the east and is more fully described in **Exhibit “A”** to this Agreement (“**Project Site**”);

WHEREAS, Project Entities completed the required process under the California Environmental Quality Act (“**CEQA**”) and received discretionary approval via a certification on June 11, 2025 by the California Energy Commission (“**CEC**”) under the AB 205 Opt-in Certification Program to construct, operate, and ultimately decommission the Project Facilities on the Property, as more fully described on the attached **Exhibit “B”**, incorporated herein by reference;

WHEREAS, the CEC’s certification of the Project imposed certain conditions of certification (“**COCs**”), including Worker Safety-12 (“**WS-12**”), final wording of which is contained in the CEC’s Final Order No. 25-0611-4 dated June 12, 2025, as reproduced herein as **Exhibit “C”**. WS-12 requires that the Project Entities and the District reach an agreement at least 30 days prior to the start of site mobilization, or as soon as practicable thereafter, in order to provide a funding mechanism intended to mitigate the Project’s potential direct and cumulative impacts on the District’s emergency response services for fire and life safety and to ensure the Project’s impacts to fire protection services are less than significant. This Agreement satisfies the requirements of WS-12;

WHEREAS, Project Entities received discretionary approval by the CEC prior to the District ratifying District Urgency Ordinance 2025-3 on July 16, 2025, related to funding to the District from solar photovoltaic and battery storage projects. As such, this Agreement does not utilize the per megawatt funding formula laid out in said ordinance.

WHEREAS, the Parties agree to the obligations in this Agreement to ensure the provision of such

District emergency response services; and

WHEREAS, District desires to receive such funds and use them as specified in this Agreement to support District capabilities and services to the Project during the construction, operation, and decommissioning phases of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the acknowledgment of adequate consideration, the Parties hereby agree as follows:

1. Recitals

The foregoing Recitals are deemed to be true and correct and are incorporated herein as substantive terms of this Agreement.

2. The Project

The description of the Project is contained in Exhibit "B" attached and incorporated herein by reference.

3. Scope of Agreement

District agrees to use the funds it receives under the Agreement to (a) build and equip a fire station in Cantua Creek near the Project Site ("Cantua Creek Fire Station") after receiving acceptable title and possession to a suitable site and (b) support District capabilities and services to the Project, as provided in California Health and Safety Code Section 13861 and 13862, and as more fully set forth in the Scope of Services attached as Exhibit "D" and incorporated herein by reference (Exhibit D together with this Section 3 referred to as the "Services").

4. Term

(A) **Term:** The Term of this Agreement shall begin upon the Effective Date and remain in effect until the Project Entities have completed "**Project Decommissioning**", unless sooner terminated pursuant to Section 9(B) below.

(B) **Notice of Commencement of Construction:** Project Entities shall give notice to the District within thirty (30) calendar days of commencement of construction of structures on the Property (herein after the "**Notice of Commencement of Construction**"). Notice of Commencement of Construction shall trigger District to issue an invoice pursuant to Section 5(C) in the amount of the Initial Compensation (as defined in Section 5(A) below).

5. Funding

(A) **Initial Funding**

(1) Within forty-five (45) calendar days of Project Entities' Notice of Commencement of Construction shall make a one-time initial payment to District in the amount of Fifteen Million dollars (\$15,000,000.00).

(2) The Initial Funding shall be used by the District to build and equip the Cantua Creek Fire

Station and to appropriately augment staffing at the existing District fire stations nearest to the Project to provide adequate Services to the Project during construction.

(B) Guaranteed Annual Funding

(1) The Guaranteed Annual Funding, as more fully described in Section 5(B)(2), shall be used by the District to staff and maintain the Cantua Creek Fire Station and the fire apparatus stationed therein as well as appropriately augment staffing at the existing District fire stations nearest to the Project to provide adequate Services to the Project.

(2) The table in **Exhibit “E”** contains the amount of funds that the District will receive on an annual basis during the Term of this Agreement (**“Guaranteed Annual Funding”**), excepting the Fiscal Year in which the Initial Funding is paid. “Fiscal Year” means the period starting on July 1 and ending on the following June 30. For the avoidance of doubt, the Guaranteed Annual Funding shall be composed of (a) the allocation that the District receives arising from the Project Entities’ annual property tax payments, (**the “District Tax Allocation”** the calculation for which is expressed in Section 5(B)(4) herein), and (b) if required to make up a shortfall between the Guaranteed Annual Funding amount and the District Tax Allocation amount, an annual direct payment by the Project Entities to the District (**the “Net Annual Funding”**). For clarity, to the extent that the District Tax Allocation for a certain Fiscal Year amounts to less than the Guaranteed Annual Funding amount for that same Fiscal Year, then the Project Entities’ Net Annual Funding payment shall be paid in an amount that ensures that the District receives the Guaranteed Annual Funding amount. For further avoidance of doubt, should the District Tax Allocation for a certain Fiscal Year equal or exceed the Guaranteed Annual Funding amount for that same Fiscal Year outlined in **Exhibit “D”**, then the District Tax Allocation shall be retained by the District in its entirety and no Net Annual Funding shall be due from the Project Entities to the District for that Fiscal Year.

(3) Solar Property Tax Exclusion. The Project Entities acknowledge that the Project will come online after the expiration of California’s Active Solar Energy System New Construction Exclusion, as outlined in Revenue and Tax Code Section 73 (**the “Solar Property Tax Exclusion”**). In the event that the Solar Property Tax Exclusion is extended, the Project Entities agree that District will still receive the Guaranteed Annual Funding.

(4) Calculating and Confirming the District Tax Allocation. Within forty-five (45) days of the date when the District receives the annual Assessment Roll from Fresno County, which typically occurs in the month of September, the District shall calculate the estimated District Tax Allocation paid to the District from the Assessor’s Parcel Numbers identified in **Exhibit “A”**. Upon confirmation of the amount of the District Tax Allocation for that Fiscal Year, the District shall submit the District Tax Allocation amount to the Project Entities, along with all relevant evidence that could reasonably permit the Project Entities to verify the amount calculated for the District Tax Allocation. The Project Entities may carry out an independent verification, to be complete within fifteen (15) days from the date of receipt of the District’s calculated District Tax Allocation. Once the Parties agree on the District Tax Allocation, the District shall invoice the Project Entities for the Net Annual Funding in an amount that is the Guaranteed Annual Funding amount for that Fiscal Year less the District Tax Allocation for that Fiscal Year. Should the District Tax Allocation exceed the Guaranteed Annual Funding for that year, then no Net Annual Funding shall be due from the Project Entities to the District. For avoidance of doubt, Net Annual Funding shall begin in the Fiscal Year immediately following the date that the Initial Compensation is paid (i.e. if the Initial Funding paid at least forty-five (45) days

prior to July 1, 2026, then Net Annual Funding for Fiscal Year 2026 can be invoiced to be due at the cadence outlined in Section 5(C) herein).

(C) Invoices

On or before June 30th of each year after the year that the Initial Funding is paid, District shall deliver to the Project Entities an invoice setting forth the Net Annual Funding amount due for the current Fiscal Year pursuant to Section 5(B) above, if any amount is due, and the Project Entities shall pay such amount to District within forty five (45) calendar days of receipt of the invoice. Any amount due to the District, if not paid within forty-five (45) days of when due, shall bear interest from the due date until paid at the rate of ten percent (10%) per annum.

(D) Donation of Land for Cantua Creek Fire Station

The Project Entities have offered to facilitate the transfer of five (5) acres of land near the community of Cantua Creek to the District to serve as the location of the Cantua Creek Fire Station (“**Land**”), which the District has the right to refuse. The Parties acknowledge that the Project Entities are not presently the fee owners of the land and would compensate the landowner for such land transfer. Such transfer transaction shall grant the District the fee simple ownership of the Land. If the District requests, the Project Entities agree to assist in preparing the Land for compliance with the Subdivision Map Act. *See*, California Government Code Section 66410 *et. seq.*, prior to, or concurrent with, the donation transaction. The Project Entities shall not be responsible for any approvals or permits that the District may require for constructing the contemplated Cantua Creek Fire Station.

6. Approvals

The Project Entities are solely responsible for obtaining all governmental licenses, permits, and/or approvals required of or deemed necessary or appropriate by the Project Entities in order to construct, own and operate the Project, including without limitation application for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, **the “Approvals”**). The Project Entities acknowledge and agree that District has no duty or obligation to obtain any such Approvals on behalf of the Project Entities. The Project Entities represent and warrant that, at all times relevant to the construction and operation of the Project, that they possess all necessary local, state, and federal permits and licenses.

If the District in the future seeks to impose costs or fees of general applicability on all similarly situated solar and BESS projects within the District in excess of the payments made pursuant to this Agreement, then the District agrees that such additional costs or fees would not apply to the Project Entities.

7. Publicity and Joint Communications

(A) Joint Statement. Prior to any public communication related to this Agreement, the Parties shall prepare mutually agreed upon language that outlines the terms of this Agreement to the satisfaction of both Parties. (“**Joint Statement**”). Such terms shall include, at a minimum, language reflecting (i) the unique nature of the relationship, (ii) that the conditions present in this particular situation shall not be seen to provide a precedent for future negotiations or agreements either between the Parties or any similarly situated PV, BESS, or combined PV/BESS project within the District’s jurisdiction, and (iii) the fact that the Parties have entered into an agreement that satisfies the CEC’s COC WS-12. Notwithstanding the foregoing, the Parties acknowledge that the District is a public

agency subject to the California Public Records Act. Nothing in this Agreement, including this Section 7, shall prevent or dictate the District's good faith compliance with the release of records in response to a request for public records. The District shall have the sole discretion to determine if records are subject to release under the California Public Records Act or a court order.

(B) Each Party shall protect the other Party's (i) confidential or proprietary information, trade secrets, and any other business information that a reasonable person would consider to be confidential, (ii) any proposed or actual business terms; (iii) information that is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as confidential or proprietary within a reasonable time (not to exceed 30 days); and (iv) any information that recipient might derive from the foregoing information; (collectively, "**Confidential Information**") with the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable standard of care. Notwithstanding the foregoing, if District and Project Entities have executed a Non-Disclosure Agreement ("**NDA**") prior to or contemporaneously with this Agreement, the Parties shall comply with the terms and conditions of such NDA. Notwithstanding the foregoing or anything to the contrary, Confidential Information shall not include documents or materials that the District in good faith determines, in its sole discretion, to be subject to mandatory release under the California Public Records Act or a court order.

8. Modification or Amendment

This Agreement or any of its provisions may be modified or amended only by written agreement executed by the Parties to this Agreement.

9. Termination

(A) Events of Termination

(1) For the purposes of this Section 9, "**Commercial Operations**" shall be considered to commence when the Project Entities receive all necessary approval(s) from the California Independent System Operator ("**CAISO**") and the utility or utilities with which it will interconnect that would permit the Project Entities to begin generating and selling electricity into the CAISO market.

(2) Prior to commencement of Commercial Operations, the Project Entities may in their sole and absolute discretion, elect to (i) not begin construction or (ii) cease construction at any time.

(3) After commencement of Commercial Operations, the Project Entities may in their sole and absolute discretion, elect to cease operations and decommission the Project Facilities, as evidenced by no longer selling or offering to sell stored electricity.

(4) Notwithstanding any election to terminate by Project Entities, (i) if Project Entities elect not to proceed with the Project per Section 9(A)(2) herein, then Project Entities shall pay the required Guaranteed Annual Funding, or pro rata portion thereof, up to and through the date the District confirms the removal of any aboveground equipment for the Project, which shall be within thirty (30) calendar days of District's receipt of notice in writing of the Project Entities' decision to not begin or to cease construction, pursuant to Section 28 ("Notices") below; yet (ii) if, after commencement of Commercial Operations Project Entities cease operations and decommission the Project Facilities per Section 9(A)(3) herein, then the Project Entities shall pay required Guarantee Annual Funding until Project Decommissioning as defined in Section 9(B).

(B) Project Decommissioning

(1) Project Decommissioning occurs when the Project Entities shall have ceased Commercial Operations and decommissioned the Project Facilities consistent with then applicable federal, state, and local laws, ordinances, and regulations. Such decommissioning shall include, among other things, the removal of above ground equipment for the Project and the removal of the battery containers and any other sources of potential fire risk from the Property.

(2) The Project Entities will deliver notice to the District confirming the removal of any aboveground equipment for the Project, and the District will have at least thirty (30) calendar days to inspect the former BESS site to confirm the removal of any such sources of potential fire risk.

10. Assignment

The Project Entities may assign this Agreement if it is transferring the Project Facilities to an Affiliate assignee, provided that: (a) any such assignment is in writing in the form of **Exhibit “F” (“Assignment”)**, attached hereto and incorporated herein by this reference; (b) the Assignment provides for the assignment of all of the Project Entities’ obligations in this Agreement and consistent with **Exhibit “F”**; and (c) the assignee(s) promptly deliver a fully executed Assignment to District in accordance with Section 24 below within twenty (20) days of receipt of such Assignment. As used herein in reference to the Project Entities, **“Affiliate”** means any entity which, directly or indirectly, controls, is controlled by, or is under common control with the Project Entities. In this definition ‘controls’ and ‘control’ mean the power by contract to direct the management and policies of an entity through the beneficial ownership of 50% or more of voting equity securities or other equivalent voting interests of the entity. For avoidance of doubt, (i) ‘common control’ includes only those entities that are controlled directly or indirectly by Intersect Power Holdings, LLC, and (ii) “Affiliates” (x) excludes any entity that directly or indirectly controls Intersect Power Holdings, LLC, (y) excludes any tax equity investor in a tax equity partnership, and (z) includes any project company entity owned by a tax equity partnership and managed by the Project Entities or its Affiliates.

Notwithstanding the above, a change in ownership to an unaffiliated entity is not an assignment. In the event of a change in ownership, the Project Entities shall provide written notice to the District with the new owner’s name, address, telephone number and contact person.

11. Indemnification

Each Party (**“Indemnifying Party”**) shall indemnify, defend and hold the other Party, and the employees, and appointed officers, appropriate officials, attorneys, volunteers, representatives, contractors, agents, successors, and assigns of District and Project Entities (individually an **“Indemnified Party”** and collectively, the **“Indemnified Parties”**) harmless from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs arising from the obligations of this Agreement.

The Parties’ obligations under this provision of the Agreement shall be effective upon the Effective Date, regardless of whether any or all approvals and/or actions of the District regarding the Project remain valid or are invalidated by any court. The Indemnifying Party’s obligations to indemnify, defend, and hold the Indemnified Party harmless shall survive the termination of this Agreement, but shall be limited to events that occurred during the term of this Agreement.

12. Breach

Failure to abide by any terms of this Agreement shall constitute a breach of this Agreement. The Party asserting a breach must notify the other Party in writing pursuant to Section 28 (“Notices”) below. Each Party shall have the right but not the obligation or duty to cure any breach by the other Party of the terms of this Agreement.

In connection with any breach of this Agreement, an “**Event of Default**” shall exist if: (a) the breach can be cured solely by the payment of money and the breach is not cured within thirty (30) business days after the notifying Party delivers notice (a “**Breach Notice**”) thereof to the breaching Party; or (b) the breach cannot be cured solely by the payment of money and the breach is not cured within thirty (30) days after the notifying Party delivers a Breach Notice thereof to the breaching Party; provided, however, that if a cure reasonably requires more than thirty (30) days, no Event of Default shall exist so long as the breaching Party is diligently proceeding with a cure. If an Event of Default occurs, the notifying Party shall be entitled to any and all remedies available at law; provided, however, that attorneys’ fees are not recoverable.

13. Limitation of Liability; Clarification of Property Transfer

Neither Party shall be liable to one another for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages or lost profits or revenues, or diminution of a Party’s stock or value (collectively, “**Special Damages**”) that may arise out of or in connection with this Agreement. The term Special Damages shall not include direct damages, regardless of the theory of law (contract, tort, or otherwise) nor the consideration for this Agreement such as that set forth in Section 5 and Exhibit E.

The Parties expressly agree that this Agreement is not a legally binding property transfer with respect to the potential transfer of land for the Cantua Creek Fire Station described in section 5(d) of this Agreement. Such transfer, if made, shall be in fee simple by grant deed. The District hereby acknowledges and agrees that the Project Entities have not made and hereby specifically disclaim any warranty, guaranty, or representation, oral or written, past, present, or future, concerning the nature, condition, or value of the land.

14. No Waiver

The failure of any Party to require the other Party’s strict performance of any term, provision, covenant or condition of this Agreement, or the failure of any Party to exercise any right or remedy upon the breach of any term, provision, covenant or condition of this Agreement, shall not invalidate this Agreement, nor shall it be considered as a waiver by such Party of any term, provision, covenant or condition. Delay by any Party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such Party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

15. Access

At all times during the Term, the Project Entities shall ensure that District has twenty-four (24) hours per day, seven (7) days per week, pedestrian and vehicular access to, over, around, and across the Property for purposes of providing the Services as provided by this Agreement including, if necessary by installing access boxes in an accessible location where access to or within a structure or area is otherwise difficult because of security. As a condition of this Agreement, prior to the Notice of

Commencement of Construction, the Project Entities shall demonstrate to the satisfaction of District that District Parties, and all other local, state, and federal firefighting and/or emergency response agencies and their respective employees, agents, volunteers, representatives, contractors, successors and assigns will have legal access to the Property that will allow fire and emergency personnel and apparatus entry onto the Property for the purpose of providing the Services during the Agreement Term.

The Parties acknowledge that this Agreement is not intended to expand, limit, or modify in any way District's independent rights as a governmental agency to access the Property for purposes of providing the Services described in this Agreement.

16. Site Maintenance

The Project Entities agree and warrant to keep and maintain the Property in good condition and clear of hazardous substances (other than hazardous substances used or useful in the construction, operation or maintenance of the Project in accordance with applicable law) at all times so as to avoid and prevent the creation and/or maintenance of fire, life safety or emergency hazards.

17. Project Site Safety

Unless otherwise provided by the Scope of Services in this Agreement, District Parties are not responsible for any condition of the Property or Project Facilities site conditions during the Term. The Parties acknowledge and agree that the Project Entities have sole responsibility for all conditions of the Property and all Project Facilities site conditions, including safety of all persons and property.

18. New Technology

The District agrees to work with the Project Entities to explore and potentially implement new technologies to enhance fire detection at the Project site and enhance the District's fire protection and suppression and life safety protection capabilities.

19. No Third-Party Beneficiaries

The Parties hereto agree that there shall be no third-party beneficiaries to this Agreement. This Agreement is not intended to and shall not confer any rights or remedies hereunder upon any other party other than the Parties to this Agreement and their respective assignees and successors in interest.

20. Successors in Interest

This Agreement and all rights and obligations created by this Agreement shall remain in full force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on such Party's successor in interest.

21. Integration

This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration,

or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made by a written agreement pursuant to Section 8 of this Agreement. All prior negotiations and agreements are merged into this Agreement. The Parties acknowledge and agree that the Recitals set forth above are true and correct and are hereby incorporated by reference.

22. Arbitration.

The Parties agree that, to the fullest extent permitted by applicable law, any and all claims or disputes relating to, arising from or regarding the parties' relationship or this Agreement shall be resolved by final and binding arbitration after exhausting informal and formal methods of mediation. The arbitrator shall determine arbitrability of claims. The Parties agree to bring any claim in arbitration before a single JAMS arbitrator pursuant to the applicable JAMS rules as agreed by the parties or determined by the arbitrator. See <https://www.jamsadr.com/adr-rules-procedures/>. In no case may class, collective or representative claims proceed in arbitration. The Parties waive any rights to a jury trial or a bench trial in connection with the resolution of any claim under this arbitration agreement (although either party may seek interim emergency relief from a court to prevent irreparable harm to their confidential information or trade secrets pending the conclusion of any arbitration). Claims will be governed by applicable statutes of limitations. To the fullest extent permitted by law, this arbitration agreement shall be construed and interpreted in accordance with the California Arbitration Act. In the event that any portion of this arbitration agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the arbitration agreement shall be given full force and effect.

23. Jurisdiction and Venue

Any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be held in a federal or state court of competent jurisdiction in the County of Fresno, State of California. The Parties each consent to the jurisdiction of these courts and waive any objections that such venue is objectionable or improper. The Parties agree that this Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

24. Severance

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

25. Signing Authority

The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or governmental entity.

26. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single

signed original as though all Parties had executed the same page. The Parties agree that a signed copy of this Agreement transmitted by one Party to the other Party by facsimile transmission or electronic mail as a PDF, shall be binding upon the sending Party to the same extent as if it had delivered a signed original of this Agreement.

27. Mutual Drafting

Each Party has participated jointly in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue of the authorship of any of the provisions of this Agreement.

28. Notices

All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine or electronic mail, or sent certified mail, return receipt requested, to the following addresses:

Fresno County Fire Protection District

To: District
Attn: Fire Chief
210 S. Academy Ave. Sanger, CA 93657
Telephone (559) 493-4300
Email: Dustin.Hail@fire.ca.gov

With a Copy to:

Ross & Schwarz, PC
Attn: William D. Ross, District Counsel
350 Cambridge Ave.
Palo Alto, CA 94306
wross@lawross.com

Project Entities

IP Darden I, LLC
IP Darden II, LLC
IP Darden III, LLC

AND

IP Darden IV, LLC
% Intersect Power, LLC
Attn: Marisa Mitchell
9450 SW Gemini Drive PMB #68743
Beaverton, Oregon 97008-7105
Email: marisa@intersect.com

With a Copy to:

legal@intersect.com
permitting@intersect.com

Any such notice or demand shall be deemed served at the time of delivery if delivered in person or electronic mail, or on the business day following deposit thereof in the U.S. Mail were sent by registered or certified mail.

29. Lack of Precedent

This Agreement is unique to the facts and conditions of the Project approval by CEC, and shall not

serve as precedent, other than for the obligation of Initial and Guaranteed Annual Funding for any other agreement for fire services with any other individual or business entity providing, or seeking to provide, utility scale solar photovoltaic energy and battery energy storage systems.

30. Authorized Signatories

The signatories to this Agreement represent and warrant that they are duly authorized by their respective entities to enter into this Agreement and bind their respective Party.

[Signature on Following Page]

IP Darden I, LLC

By: _____

IP Darden II, LLC

By: _____

IP Darden III, LLC

By: _____

IP Darden IV, LLC

By: _____

Fresno County Fire Protection District

By: _____
Dustin Hail, District Chief

Approved as to form:

By: _____
_____, District Counsel

Exhibit “A”

Property Description

The project site is on approximately 9,500 acres in an agricultural area of unincorporated Fresno County south of the community of Cantua Creek. The solar facility, BESS, and step-up substation would be on approximately 9,100 acres of land currently owned by Westlands Water District (WWD), between South Sonoma Avenue to the west and South Butte Avenue to the east. The project’s gen-tie line (approximately 15 miles long) would span west from the intersection of South Sonoma Avenue and West Harlan Avenue to immediately west of Interstate 5 (I-5), where it would connect to a new utility switchyard along PG&E’s Los Banos-Midway #2 500 kV transmission line. The solar facility, BESS, on-site step-up substation and the gen-tie line collectively comprise the “**Project Site**”. For the avoidance of doubt, the footprint of the new utility switchyard is not a part of the Project Site.

For clarity, the Project Site is located within portions of the following Assessor’s Parcel Numbers (“APNs”):

040-110-27	040-110-16	050-030-26
040-110-28	050-030-04	050-030-27
040-110-29	050-030-05	050-030-29
040-110-30	050-030-07	050-030-49
040-110-34	050-030-08	050-060-46
040-110-15	050-030-30	050-060-47
	050-030-32	050-060-48
040-110-20	050-030-21	050-060-45
040-110-21	050-020-47	050-070-02
040-110-23	050-030-31	050-070-41
040-110-25	050-030-33	050-070-42
040-110-31		050-070-43
040-110-32		050-070-64
040-070-31	050-030-10	050-080-01
040-070-32	050-030-24	
	050-030-25	

Those APNs above which share a cell will be subject to parcel mergers at the time of the purchase of the Property. Project Entities will notify the District when new APNs have been assigned for the merged parcels.

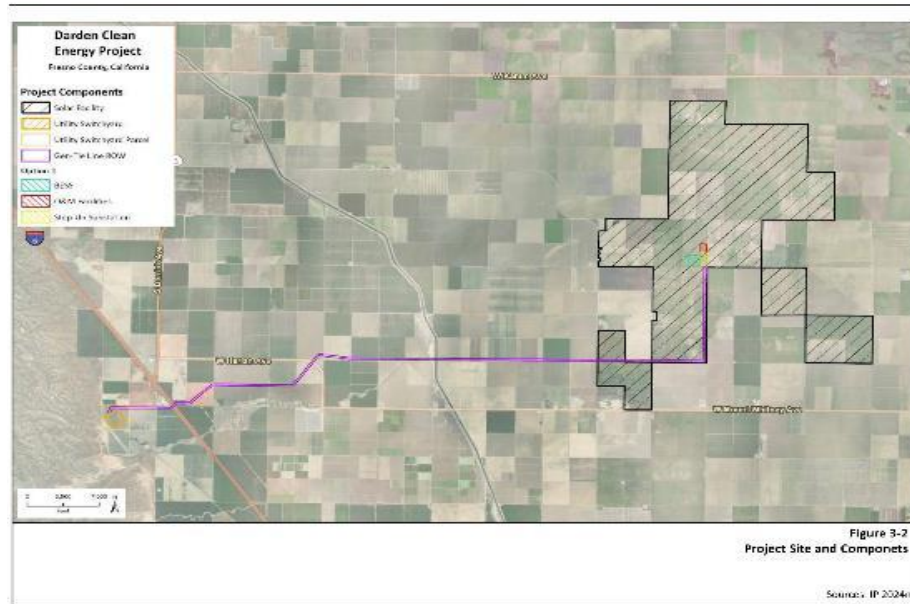
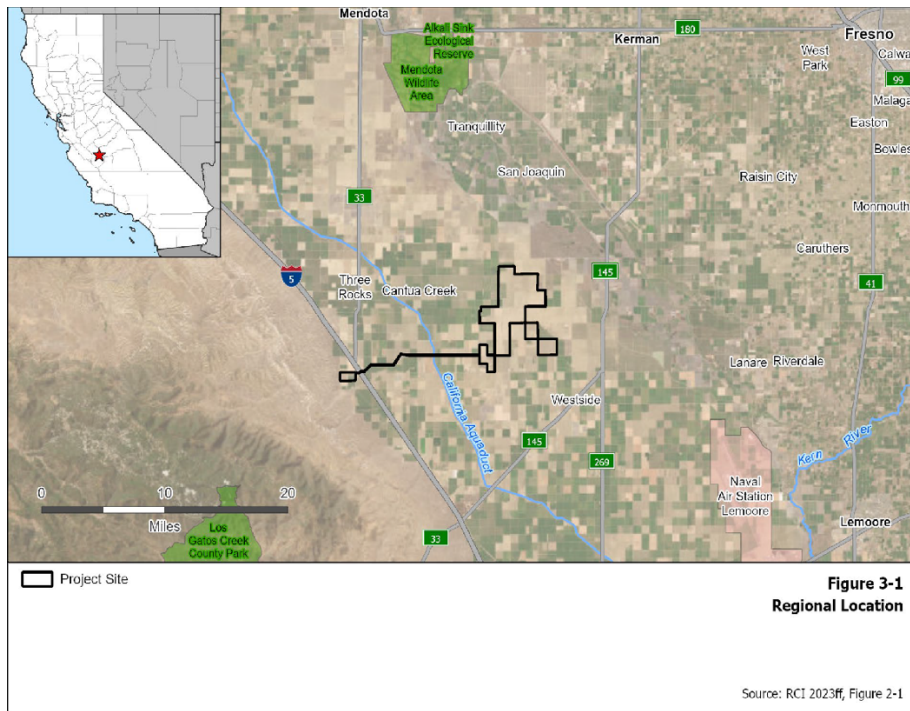


Exhibit “B”

Project Description

The primary project components are:

- 1,150 megawatt (MW) solar photovoltaic (PV) facility (solar facility)
- Up to 4,600 MW-hour battery energy storage system (BESS)
- 34.5-500 kilovolt (kV) step-up substation (step-up substation)
- 15-mile 500 kV generation-intertie (gen-tie) line

Exhibit “C”

Final Text of COC Worker Safety-12: CEC’s Final Order No. 25-0611-4 dated June 12, 2025

WORKER SAFETY-12 The project owner shall:

- a. reach one or more agreements with the FCFPD, either directly between the parties or using a mediator, regarding one-time initial funding to provide mitigation for FCFPD’s emergency response services related to direct and cumulative project-related impacts; or
- b. if no agreement can be reached under (a), then the project owner and FCFPD shall enter into final and binding arbitration. The arbitration shall be held in accordance with California law and the terms of WORKER SAFETY-12, and any challenge related to arbitration or the enforceability of arbitration, will not suspend, delay, or excuse payment obligations by the project owner. The project owner shall pay the cost of arbitration. The arbitrator shall be selected by mutual agreement of the parties and submitted to the CPM for review and approval. If the parties are unable to mutually agree to an arbitrator, the CPM shall select one. The arbitrator shall also consider the following in reaching a decision:
 1. Weigh the needs of FCFPD’s emergency response to the project related to fire, rescue, EMS, and hazardous materials spills and the related costs on the fire department resources caused by direct impacts of the project;
 2. Weigh the cumulative impact of the project on the fire department resources including but not limited to the drawdown of FCFPD resources on existing communities and the impacts on those communities;
 3. Determine the amount of one-time initial funding for any capital improvements and the amount of annual funding with an increase for inflation.
- c. develop a schedule, in coordination with the FCFPD, that provides a timeline for reaching agreement or completing arbitration prior to the anticipated date of site mobilization, subject to sub-paragraph (e) below. The schedule must include a timeframe for: (i) negotiating one or more agreements on funding directly between the parties or using a mediator, or (ii) commencing and finalizing arbitration. In all dealings regarding this condition, the CEC expects the project owner and the FCFPD to work in good faith and provide timely, substantive responses to all communications from the other party, mediator, or arbiter. In no event may the agreement or arbitration delay the project’s site mobilization, construction, or operation.
- d. If and when the current property tax exclusion applicable to the project under California Revenue and Taxation code section 73 sunsets on January 1, 2027, and there is no solar property tax exclusion applicable to the project, then this COC will sunset. However, if a portion of the project is subject to a solar property tax exclusion, this COC will remain.
- e. The agreement(s) or arbiter’s decisions may separately address funding to FCFPD related to services for direct and cumulative impacts caused during construction and caused during operation, but any agreement or arbiter’s decision regarding funding during construction shall be completed no later than 45 days prior to site mobilization, any agreement or arbiter’s

decision regarding funding during operation shall be completed no later than 45 days prior to operation, and there must be continual funding until the solar property tax exclusion sunsets and there is no solar property tax exclusion applicable to the project.

Verification:

- a. No more than 30 days after certification, the project owner shall provide to the CPM for review and approval the schedule for reaching agreement on funding prior to site mobilization.
- b. At least 30 days prior to the start of site mobilization, or as soon as practicable thereafter, the project owner shall provide to the CPM for review and approval either:
 1. A copy of the agreement with the FCFPD or
 2. A copy of the arbiter's decision.
- c. If the agreement or arbiter's decision submitted 30 days prior to site mobilization is limited to funding during construction, then, provided the property tax exclusion still applies, the project owner must provide to the CPM for review and approval an agreement or arbiter's decision to cover the remaining period of the project at least 30 days prior to the completion of construction.
- d. Upon approval of the agreement or arbiter's decision by the CPM, the project owner shall commence payment of the initial funding and annual funding. If the agreement or arbiter's decision is provided later than 30 days prior to the start of site mobilization, funding will be made retroactive to cover from the start date of site mobilization.

Exhibit “D”

Scope of Services

The District provides fire protection and emergency response services to ensure the protection and the safety for areas within Fresno County consistent with the Fire Protection District Act of 1987 (Health and Safety Code Section 13800 *et seq.*). The services include but are not limited to:

- **Fire Suppression:** Response to structural, wildland, and hazardous material fires.
- **Emergency Medical Services (EMS):** First response and support for medical emergencies and accidents.
- **Fire Prevention & Code Enforcement:** Inspection of commercial and industrial properties, enforcement of fire codes, and issuing permits.
- **Public Education & Outreach:** Fire safety training, community risk reduction programs, and public engagement.
- **Disaster Preparedness & Response:** Coordination with local agencies for emergency planning and disaster response.
- **Hazardous Materials Response:** Identification, containment, and mitigation of hazardous material incidents.
- **Training & Professional Development:** Ongoing firefighter training programs and certifications to ensure high operational standards.
- **Specialized Fire Protection Services:** Fire safety planning and tailored response strategies for large-scale projects such as Battery Energy Storage Systems (BESS).

Exhibit “E”

Guaranteed Annual Funding

The table below contains the Guaranteed Annual Funding from Darden to the District for each Fiscal Year, a portion of which will come as the District Allocation of Darden’s property taxes paid to Fresno County and the remainder of which will be paid directly from Darden to the District as Net Annual Funding. Year 1 in the table below shall be the Fiscal Year following the Fiscal Year in which the Project Entities pay the Initial Funding.

Guaranteed Annual Funding	
Year 1	\$3,200,000
Year 2	\$3,264,000
Year 3	\$3,329,280
Year 4	\$1,800,000
Year 5	\$1,836,000
Year 6	\$1,872,720
Year 7	\$1,910,174
Year 8	\$1,948,378
Year 9	\$1,987,345
Year 10	\$2,027,092
Year 11	\$2,067,634
Year 12	\$2,108,987
Year 13	\$2,151,167
Year 14	\$2,194,190
Year 15	\$2,238,074
Year 16	\$2,282,835
Year 17	\$2,328,492
Year 18	\$2,375,062
Year 19	\$2,422,563
Year 20	\$2,471,014

Year 21	\$2,520,435
Year 22	\$2,570,843
Year 23	\$2,622,260
Year 24	\$2,674,705
Year 25	\$2,728,199
Year 26	\$2,782,763
Year 27	\$2,838,419
Year 28	\$2,895,187
Year 29	\$2,953,091
Year 30	\$3,012,153
Year 31	\$3,072,396
Year 32	\$3,133,844
Year 33	\$3,196,520
Year 34	\$3,260,451
Year 35	\$3,325,660

Beyond Year 35, any continued Guaranteed Annual Funding shall escalate at 2% from the prior year's amount of Guaranteed Annual Funding until the Project Entities provide notice to the District of Project Decommissioning.

Exhibit "F"

Form of Assignment of Agreement for Provision of Fire and Emergency Response Assignment

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT (this "Assignment") is made effective as of _____, 20___, by and between _____("Assignor"), and _____("Assignee").

A. Assignor is a party to the Fire Protection and Services Agreement ("Agreement") entered into with the Fresno County Fire Protection District on _____, 20__.

B. Assignor wishes to assign to Assignee, and Assignee shall assume, Assignor's rights and obligations in and under the Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency for which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers, conveys, sells and assigns to Assignee all of Assignor's right, title and interest in and to Agreement.
2. Assignee hereby affirmatively and unconditionally accepts the assignment and assumes the obligations of Assignor with respect to the Agreement.
3. This Assignment is governed by California law, without regard to its conflicts of law provisions. This Assignment may be executed in any number of counterparts, each of which may be executed by any one of more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.
4. Each party shall take such acts and execute and deliver such documents as may be reasonably required to effectuate the purposes of this Assignment.
5. The terms and provisions of this Assignment shall be binding upon and insure to the benefit of the respective parties hereto, and their respective successors and assigns.
6. The Assignee's contact information is as follows:

Name:

Address:

Telephone number:

Facsimile number:

Email address:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____