

**INTERCONNECTION COST RESPONSIBILITY AGREEMENT
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

This Interconnection Cost Responsibility Agreement (herein “Agreement”) dated _____, 2016, is entered into by and between the City and County of San Francisco (the “City”), acting by and through its Public Utilities Commission (“SFPUC”), and the San Francisco Unified School District (“SFUSD”), hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The City currently serves SFUSD electricity loads using the transmission and distribution system of Pacific Gas & Electric Company (“PG&E”);
- B. The SFUSD will install, own, and operate a rooftop solar photovoltaic generating facility (“Facility”) at the Willie Brown Middle School located at 2055 Silver Avenue in San Francisco, California 94124 (“Property”);
- C. In order to interconnect and operate the Facility in parallel with PG&E’s distribution system, SFUSD (the energy producer) and PG&E will execute a Third Party Non-Exporting Generating Facility Interconnection Agreement (“GFIA”);
- D. In order to utilize the City’s electrical facilities to interconnect and operate the Facility in parallel with the PG&E distribution system, PG&E and the City will execute a Third Party Non-Exporting Customer Generation Agreement (“CGA”) pursuant to which the City may be held responsible for certain costs and charges related to the ownership and operation of the Facility.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, the SFUSD and City hereby agree as follows:

1. Term. This Agreement shall commence as of the effective date of the CGA and expire on the termination date of the CGA.

2. The Facility.

(a) SFUSD is the owner of the Property and is solely responsible for installing, interconnecting, owning, operating, and maintaining the Facility. SFUSD has obtained, or will obtain, at its own expense, all licenses, permits, rights, authorizations, and approvals necessary to install, interconnect, own, and operate the Facility at the Property.

(b) The design capacity of the Facility (CEC-AC) is 133 kilowatts (“kW”) and the total expected annual generation is 176483 kilowatt-hours (“kWh”). SFUSD represents that the

Facility is sized to offset the annual electricity usage of the Property and not for surplus generation.

3. Costs and Charges.

(a) SFUSD agrees that it is solely responsible for all costs, charges, and liabilities associated with installing, interconnecting, owning, operating, and maintaining the Facility, including but not limited to, all costs, charges, and liabilities arising from the CGA between CCSF and PG&E related to the interconnection of the Facility.

(b) If the City is assessed any costs or charges related to the Facility pursuant to the CGA, the City shall promptly notify SFUSD and transmit any supporting documentation to SFUSD for payment to PG&E.

4. Indemnification and Hold Harmless. SFUSD shall indemnify, protect, defend and hold harmless the City and County of San Francisco, the Public Utilities Commission, and its officials, employees, and agents from and against any and all losses, costs, liabilities and damages arising from, in connection with or caused directly or indirectly by any act or omission of the SFUSD or its employees, subcontractors or agents in relation to the Facility.

5. Dispute Resolution. The SFUSD and City will cooperate to attempt to resolve issues that arise under this Agreement informally, promptly and fairly. If the Parties' staff are unable to resolve an issue after good faith attempts to do so, either Party may request a meeting of the SFPUC's Assistant General Manager for Power and the SFUSD Deputy Director of Facilities to address the issue. If such a meeting is requested, it shall be held within two weeks unless the Parties agree to a later date.

6. Notices. All notices, demand, consents or approvals which are or may be required to be given by either Party to the other under this Agreement shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of the SFUSD and City as shall from time to time be designated by the Parties for the receipt of notices, or when deposited in the United States mail, postage prepaid, and addressed to:

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco CA, 94102
Attn: Barbara Hale, Assistant General Manager for Power
Tel. No.: (415) 554-2483
Email: BHale@sflower.org

San Francisco Unified School District
135 Van Ness Avenue, 2nd Floor
San Francisco, CA 94102
Attn: David Goldin, Chief Facilities Officer
Tel. No.: (415) 241-4308
Email: goldind@sfusd.edu

or such other address with respect to either Party as that Party may from time to time designate by notice to the other given pursuant to the provisions of this Section.

7. Miscellaneous.

(a) Waiver. Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions of this Agreement by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

(b) Applicable Laws. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and federal laws.

(c) Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

(d) Survival. SFUSD's obligations under sections 3 and 4 of this Agreement shall survive the termination of this Agreement.

(e) Amendments. This Agreement may be amended or modified only by a written agreement signed by the SFUSD and City.

(f) Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(g) Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the date first written above.

SAN FRANCISCO UNIFIED
SCHOOL DISTRICT

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation operating by and through
its PUBLIC UTILITIES COMMISSION

By: _____
Richard Carranza
Superintendent

By: _____
Harlan Kelly
General Manager

Date: _____

Date: _____

Approved as to form:

DENNIS HERERRA
City Attorney

By: _____
Deputy City Attorney