

**EXHIBIT "A" AGREEMENT**

**AGREEMENT BETWEEN (COUNTY OR CITY NAME) AND THE COUNTY OF SAN MATEO TO TRANSFER (CUMULATIVE AMOUNT OF \$1,000,000) IN (COUNTY OR CITY) RULE 20A CREDITS TO THE COUNTY OF SAN MATEO IN EXCHANGE FOR (CUMULATIVE AMOUNT OF \$500,000)**

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**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter called "County" and **(COUNTY OR CITY)**, a political subdivision of the State of California, hereinafter called "County/City," collectively "Parties,"

**W I T N E S S E T H :**

**WHEREAS**, PG&E collects and annually allocates Rule 20A credits to communities to convert overhead electric facilities to underground electric facilities within an approved Underground Utility District; and

**WHEREAS**, the County is actively planning a project to underground overhead electrical facilities on Middlefield Road in the North Fair Oaks Area that qualifies for the Rule 20A credits; however, the County has a shortfall in the number of Rule 20A credits anticipated for its Middlefield Road underground project (Project) and requires an additional allocation of Rule 20A credits to fund this Project; and

**WHEREAS**, PG&E currently holds an allocation of Rule 20A credits for the benefit of (County/City), a portion of which represents a surplus that is not being utilized by (County/City) at this time or in the near future; and

**WHEREAS**, (County/City) is willing and has agreed to sell a portion of its Rule 20A credits to the County; and

**WHEREAS**, the County will purchase (cumulative amount to equal \$1,000,000)

in Rule 20A credits from *(County/City)* for its Project and *(County/City)* is willing to sell the Rule 20A credits to the County for a mutually agreed amount of *(cumulative amount to equal \$500,000)*; and

**WHEREAS**, should additional Rule 20A credits be required by the County for the Project and *(County/City)* were willing to sell additional Rule 20A credits such transfer of additional Rule 20A credits would be through an amendment to this Agreement; and

**WHEREAS**, the Parties now desire to enter into this Agreement to transfer the PG&E Rule 20A credits from *(County/City)* to the County.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. *(County/City)* agrees to transfer *(cumulative amount to equal \$1,000,000)* in Rule 20A credits to the County in exchange for *(cumulative amount to equal \$500,000)* in accordance with the terms of this Agreement.

2. This Agreement shall be subject to the approval of *(County's/City's)* Board of Supervisors or duly authorized representative and the County Manager for the County of San Mateo and shall become effective on the date after execution by both parties with signatures below (the "Effective Date").

3. Within 30 calendar days of the Effective Date, the County shall authorize staff to pay *(cumulative amount to equal \$500,000)* to *(County/City)* in exchange for *(cumulative amount to equal \$1,000,000)* in Rule 20A credits from *(County/City)*.

4. Within fifteen (15) calendar days of receiving the funds, *(County/City)* shall deliver a written letter to PG&E, with a copy to the County, making a formal request to transfer *(cumulative amount to equal \$1,000,000)* in Rule 20A credits to the County, and to provide any additional documentation or information that is reasonably requested by PG&E to complete the transfer. The County acknowledges and agrees that it has

conducted its own investigation as to the applicability and transferability of *(County's/City's)* Rule 20A credit allocation for use in the County's proposed Project and that *(County/City)* has not made any representation or warranty to the County with respect to the same. The Rule 20A credits purchased from *(County/City)* shall be used by the County in accordance to the rules and procedures adopted by PG&E and such other conditions or requirements set forth in the Public Utilities Code.

5. To the full extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from all claims, damages, suits, or actions of every name, kind, and description, arising out of or relating to the matters covered by this Agreement to the extent that such claims, damages, suits or actions are due to the negligence or willful misconduct or failure to perform obligations required under this Agreement.

6. Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of County of San Mateo, to:**

James C. Porter, Director  
County of San Mateo

Department of Public Works  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Telephone:(650) 363-4100  
Email: jporter@smcgov.org

**In the case of (*County/City*), to:**

Name, Title  
(*County/City*)  
Mailing Address  
City  
Telephone:  
Email:

7. This Agreement constitutes the sole agreement of the Parties to this Agreement and correctly states the right, duties, and obligations of each Party as of this document's date.

8. Any prior agreement, promises, negotiations or representation between the Parties not expressly stated in this document are not binding.

9. Authority is given to the County's Director of Public Works to execute contract amendments to modify the contract terms and/or services. All subsequent modifications or amendments shall be made in writing and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties , by their duly authorized representatives,

have affixed their hands on the day and year first above written.

**"County"**

**COUNTY OF SAN MATEO**  
A Political Subdivision of the  
State of California

**BY**

\_\_\_\_\_  
County Manager  
County of San Mateo

**"(County/City)"**

*(County/City)*  
A Political Subdivision of the  
State of California

**BY**

\_\_\_\_\_  
President, Board of Supervisors, or Public  
Works Director  
*(County/City)*