



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

---

**File #:** 24-1139, **Version:** 1

---

### Interoffice Memorandum

**DATE:** July 19, 2024

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Carrie Black, Chief Sustainability and Resilience Officer

**CONTACT:** Carrie Black

**PHONE:** (407) 836-7389

**DIVISION:** County Administrator's Office

**ACTION REQUESTED:**

Approval and execution of Orange County, Florida and Solar United Neighbors FY2024 Grant Agreement in the amount of \$15,000. All Districts.

**PROJECT:** N/A

**PURPOSE:** Orange County Government and the City of Orlando continue to collaborate to make installed, customer-owned solar energy easily accessible and to ensure that residents continue to be educated about the benefits. Since 2015, over 500 solar installations totaling more than 5.3 MW of residential solar capacity have been installed, creating 122 jobs, \$12.3 million in local investment, and eliminating 72,787 metric tons of CO<sub>2</sub>e in Orange County because of a partnership with Solar United Neighbors, Inc. (SUN) and the solar co-ops made available to all residents of Orange County. The co-op process is engaging and collaborative and has successfully educated thousands of residents and consumers about solar energy basics through virtual and in-person classes. Orange County Government funded the first solar co-op in 2016 and has collaborated over the last seven years with the City of Orlando to ensure these solar co-ops have been available to all residents of Orange County.

The FY24 budget approved by the Board included \$15,000 for the Environmental Protection Division to fund the 2024 Orange County agreement with SUN. Different from previous years, this funding agreement contains expanded educational and consumer protection services to help residents and businesses review and consider the many opportunities available to "go solar." The agreement also contains a strong commitment to consumer protection information and resources to help residents

answer any solar-related question, including reviewing contractor agreements, calculating the return on investment, interfacing with utility companies, and troubleshooting issues.

The goal of this year's agreement is to help Orange County residents become solar savvy with the capability to assess and fact-check all types of marketing materials, evaluate offers, converse with sales teams and contractors, and be able to confidently put their resources towards solar systems that benefit them and ultimately the quality of life for all.

**BUDGET: N/A**

**ORANGE COUNTY, FLORIDA  
AND  
SOLAR UNITED NEIGHBORS**

---

**FY 2024 GRANT AGREEMENT**

---

THIS AGREEMENT IS, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and SOLAR UNITED NEIGHBORS, INC., an active District of Columbia not-for-profit corporation, registered with the state of Florida (hereinafter referred to as "SUN").

**WITNESSETH:**

WHEREAS, SUN has applied to the COUNTY for a donation of funds to provide residential solar energy program education services and consumer protection information; and

WHEREAS, since 2015, the COUNTY has determined that it is in the public interest to assist Orange County homeowners and businesses with organizing neighborhood "solar co-ops", which make solar more affordable. By "going solar" as part of a "solar co-op" a group of residents save on the cost of their systems by leveraging bulk purchasing. Historically, the COUNTY has appropriated funds for donation to SUN for specified solar co-op program management services to accomplish the following purposes, including resident outreach, educational seminars, issuing a request for proposals, facilitating a selection committee process for co-op members, and providing solar installer oversight and customer service throughout the co-op process; and

WHEREAS, for 2024, the COUNTY desires to enter into an updated agreement with SUN whereby SUN will receive and utilize donated funds of the COUNTY to assist residents and businesses in accordance with the terms and conditions herein set forth; and

WHEREAS, SUN has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement for 2024;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. Recitals.**

- A. The recitals set forth above are true, correct, and are incorporated herein by reference.
- B. The following Exhibits are attached to this Agreement and are made a part hereof:

EXHIBIT "A": Scope of Services

EXHIBIT "B": Program Goals and Reports

**Section 2. COUNTY's Obligation.**

**2.1** The COUNTY has appropriated for the term of this Agreement, the total sum of FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00) to be administered and disbursed by the COUNTY solely for the purposes set forth in Exhibit "A" and Exhibit "B". Any funds not spent or encumbered by May 31, 2025 for the designated purpose and goals set forth in Exhibit "A", shall be returned to the COUNTY within thirty (30) days of the expiration of this Agreement.

**2.2** No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions, or cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind or nature.

**Section 3. SUN's Obligations.**

**3.1 Representation of SUN.** SUN represents that it will use its best efforts to educate about solar, and to provide information and resources that support consumers throughout their solar journey. SUN will partner with associated Advisory Boards, Orange County's Sustainability & Resilience Officer, Planning, Environmental, and Development Services Department, and Community and Family Services Department as much as needed.

**3.2 SUN as Independent Contractor.** The parties expressly acknowledge that SUN is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

**3.3 Nondiscrimination and Compliance.** SUN, in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, sex, age, or national origin, nor otherwise commit an unfair employment practice on such basis. Further, SUN, in performing under this Agreement, shall comply with all applicable laws, rules, and regulations pertaining to this Agreement and SUN's obligations.

**3.4 Accounting.** SUN will utilize such accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the COUNTY as will be in accordance with generally accepted accounting principles. SUN agrees to submit reports to Orange County's Office of Management and Budget with a copy to the County Administrator's Office and Environmental Protection Division according to the terms described in Exhibit "B". Failure to submit such statements/reports shall constitute grounds for termination of this Agreement and refund of COUNTY contributions.

**3.5 Non-Profit Status.** SUN agrees to maintain its active non-profit status in the State of Florida throughout the term of this Agreement. If SUN loses its non-profit status during the term of this Agreement, SUN shall immediately notify the COUNTY in writing, and the COUNTY reserves the right to terminate this Agreement immediately.

**3.6 Right to Inspect and Audit Accounts.** During the term of this Agreement, and for a period of five (5) years after expiration or termination of this Agreement, SUN, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit COUNTY staff and the Orange County Comptroller staff to inspect and audit SUN books and accounts at any time during normal working hours, provided that reasonable notice is given to SUN prior to any such inspection. Any costs incurred by SUN as a result of a COUNTY audit shall be the sole responsibility of and shall be borne by SUN.

**3.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, SUN shall make all records and documents relating to this Agreement available for inspection and copying by the COUNTY or any agent designated by the COUNTY.

**3.8 Assignment.** SUN may not assign its rights hereunder. Failure to comply with this section will result in immediate termination of this Agreement.

**3.9 Indemnification.** SUN agrees to indemnify and hold harmless the COUNTY from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement. The parties acknowledge that this indemnity and hold harmless provision is a material inducement for the COUNTY to enter into this Agreement.

**3.10 No Lobbying Permitted.** No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in Section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, SUN agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

**Section 4. Term and Termination.**

The term of this Agreement shall begin on the date on which this Agreement becomes fully executed (hereinafter referred to as the "Effective Date") and shall continue until May 31, 2025. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days written notice to the other party. Notice of Termination shall be delivered by certified mail or in person to the other party in accordance with the Notice provisions of this Agreement.

**Section 5. Notice.**

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given five (5) days after depositing with the U.S. Postal Service, postage prepaid; one day after depositing with a nationally recognized overnight courier service; or on the day of hand delivery provided that such delivery occurs prior to 5:00 p.m. to the address listed below, or to such address as either party may from time to time designate by written notice provided in accordance with this paragraph:

**To COUNTY:**

Orange County  
County Administrator's Office  
Attn.: Carrie Black, Chief Sustainability & Resilience Officer  
201 South Rosalind Avenue  
Orlando, FL 32801  
Phone: (407) 836-7389  
Carrie.Black@ocfl.net

**To SUN:**

Solar United Neighbors  
1350 Connecticut Avenue, NW  
Suite 412  
Washington, DC, 20036

**Section 6. Miscellaneous.**

**6.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

**6.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants, or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**6.3 No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**6.4 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all actions arising out of or related to this Agreement shall be held in the Ninth Judicial Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**6.5 Severability.** It is agreed by and between the parties that if any covenant, condition, or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions, or provisions herein contained.

**6.6 Force Majeure.** In the event that either party hereto shall be delayed or hindered, in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

**6.7 Attorney's Fees; Waiver of Jury Trial.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

**ORANGE COUNTY, FLORIDA**  
**By: Board of County Commissioners**

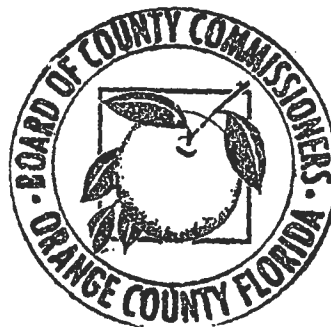
By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: August 13, 2024

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Jennifer Ann-Kline*  
Deputy Clerk

Date: August 13, 2024



**SOLAR UNITED NEIGHBORS, INC.**

*Anya Schoolman*

By: Anya Schoolman

Title: Executive Director

Date: July 22, 2024

**EXHIBIT “A”**

**SCOPE OF SERVICES**

**ACTIVITIES AND ITEMS FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of \$15,000.00 in FY 2024 has been approved for SUN to provide the following services:

<b>Task</b>	<b>Estimates Dates</b>
<b><u>Phase I: Planning Consumer Education Materials and Marketing Plan</u></b>	<b><u>August 2024 – October 2024</u></b>
1. The first phase of the Project is to establish the types of educational materials necessary to increase overall knowledge of solar systems including environmental benefits, installation costs and processes, financial incentives, and governing policies and regulations, but also to raise awareness about consumer protection in solar transactions and teach methods to identify misleading information.	
2. This phase will also include a review of the Solar HelpDesk which provides direct assistance to anyone, not just members of our co-ops, to ensure we can support the growing demand for energy independence. The Solar HelpDesk team is comprised of energy professionals certified by the North American Board of Certified Energy Practitioners (NABCEP) committed to a turnaround time of 48 hours, providing customers quick and effective responses from solar experts. These Go Solar Specialists are available to assist with the most basic solar technology, financing, and economics questions from the solar curious, to the most specific questions on proposals and contracts from the solar serious, and everywhere in between. Solar shoppers get neutral third-party information and advice. This is some of the critical effort to providing consumer protection for residents, non-profits, and small businesses considering solar.	
3. Solar United Neighbors will work with partners and the County to create the materials and marketing tactics to expand the reach and impact of the education program and consumer protection series.	
<b><u>Phase II: Marketing Implementation</u></b>	<b><u>November 2024 – May 2025</u></b>
Solar United Neighbors will implement the marketing campaign to expand the reach and impact of the education program and consumer protection series.	
<b><u>Phase III: Post Implementation/Education Follow Up</u></b>	<b><u>May 2025</u></b>
SUN will prepare a survey and seek follow-up input from participants of the local co-op, will provide several guides for post-installation information, including our popular Solar Owner’s Manual, Storage Guide, EV Charging Guide, Solar Maintenance Guide, and Selling Your Solar Home and will compile Solar Help Desk frequently asked questions (FAQs).	



## EXHIBIT "B"

### PROGRAM GOALS AND REPORTS

#### PROGRAM GOALS

The following Program Goals have been established for SUN's performance of the Scope of Services outlined in Exhibit "A" during the term of this Agreement, which commences on the Effective Date of the Agreement and continues through May 31, 2025. SUN shall provide the following deliverables for each phase of the project as well as the required status reporting.

<b>Phase I Deliverables:</b>
1. Identify any needed informational materials particularly focusing on consumer protection and available tax credits/energy efficiency incentives with links to these materials from utility providers.
2. Develop these materials in English and Spanish
3. Create a marketing plan with input from lead partners and the County
4. Produce high-quality marketing collateral and creative design for marketing campaign to educate residents on top tips for considering solar and consumer protection.
5. Establish the timeline and methods for marketing, including possible methods of press and media, events, social media, email listservs/networks, direct mail, and word-of-mouth.
6. Provide all marketing materials to Orange County in an electronic format capable of being edited or translated into additional languages if needed

<b>Phase II Deliverables:</b>
1. Execute marketing tactics, utilizing earned and paid marketing channels to expand the reach of the educational campaign, targeting community members who might not have been previously reached through the co-op marketing efforts.
2. Have Solar HelpDesk Specialists inquire with callers how they heard about the resource and if they are calling from Central Florida and/or Orange County.
3. Conduct one mid-marketing campaign check-in meeting
4. Collect and report on marketing campaign reach, impressions, engagements, number of help desk calls, etc.

<b>Phase III Deliverables:</b>
1. Report on the number of co-op participants receiving materials.
2. Report on the number and subject of solar helpdesk calls with a focus on calls from Orange County and/or the Central Florida area.
3. Provide a generalized list of FAQs and consumer protection recommendations based on queries and calls in electronic format
4. Conduct one project completion web meeting to discuss successes, challenges, and recommend opportunities to help Orange County provide better solar energy outreach services to the community.

#### REPORTS

Quarterly and Annual Reports shall be submitted electronically to Orange County's Office of Management and Budget, the County Administrator's Office, and the Environmental Protection Division. Each Report must contain a summary of the completed deliverables contained in Exhibit A.

