



Interoffice Memorandum

March 29, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Jeff Benavides, Chief Sustainability and Resilience Officer
County Administrator's Office
(407) 836-7389

SUBJECT: April 13, 2021 – Consent Item
Solar United Neighbors, Inc. FY2021 Grant Agreement

A handwritten signature in black ink, appearing to be "JB", located to the right of the "FROM" field.

Since 2015, Orange County Government, the City of Orlando, and the City of Winter Park have collaborated to enhance resident education about clean energy, streamline permitting requirements, and increase the amount of installed, customer-owned solar energy. In 2020, Orange County was ranked first for residential solar growth in the state. Implementing community-wide energy-saving and clean energy programs for all is a top priority on the long and necessary path to 100% clean, renewable energy.

Throughout the five years of this program, Solar United Neighbors, Inc. (SUN) has helped more than 360 Orange County homeowners install 3,638 kilowatts of residential solar. This has generated more than \$8.3 million in economic development to local contractors and has offset 56,240 metric tons of carbon. The co-op process is engaging and collaborative and has successfully educated thousands of residents and consumers about solar energy basics through engaging virtual and in-person classes. Orange County Government funded the first solar co-op in 2016 and a second solar co-op in 2018. The City of Orlando funded solar co-ops in 2019 and 2020.

The FY21 budget approved by the Board included \$15,000 for the Environmental Protection Division to fund the 2021 Orange County Solar Co-op. In the FY21 funding agreement, SUN provides management services to assist with resident outreach, conduct educational seminars, and facilitate a contractor selection committee process for co-op members. Solar installer oversight and customer service are also provided by SUN. The goal for 2021 is to educate 250 residents about solar energy options and assist 50 homeowners to install 500 kilowatts of new distributed solar energy.

ACTION REQUESTED: Approval and execution of Orange County, Florida and Solar United Neighbors FY2021 Grant Agreement in the amount of \$15,000. All Districts.

JAB

Attachment

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

FY 2021 GRANT AGREEMENT

THIS AGREEMENT, 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 management services and solar co-op operations; and

WHEREAS, since 2015, the COUNTY has determined that it is in the public interest to assist Orange County homeowners and vulnerable populations with organizing neighborhood "solar co-ops", which make solar more affordable and inclusive. 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. To that end, 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, the COUNTY desires to enter into an agreement with SUN whereby SUN will receive and utilize the donated funds of the COUNTY to assist residents 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 2021 solar co-op(s);

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 December 31, 2021 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 and promote solar co-ops, which make solar more affordable and accessible to Orange County residents, and includes partnering with associated Advisory Boards, Orange County's Sustainability & Resilience Officer, Planning, Environmental, and Development Services Department, and Community and Family Services Department.

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 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 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 December 31, 2021. 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.: Jeff Benavides, Chief Sustainability & Resilience Officer
201 South Rosalind Avenue
Orlando, FL 32801
Phone: (407) 836-7389
Jeff.Benavides@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.

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
Orange County Mayor

Date: _____, 2021

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

By: _____
Deputy Clerk

Date: _____, 2021

SOLAR UNITED NEIGHBORS, INC.

By: _____
Title: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

ACTIVITIES AND ITEMS FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$15,000.00 in FY 2021 has been approved for SUN to provide the following services:

Task	Est. Dates
<p>1. Preparation and Pre-Launch Action items: a. Develop promotional collateral to educate participants about the co-op. b. Set up online infrastructure. c. Meet with on the ground partners to plan co-op launch.</p>	<p><i>March 2021 – April 2021</i></p>
<p>2. Outreach and Recruitment Action items: a. Distribute outreach materials. b. Educate residents on the co-op. c. Recruit residents to participate.</p>	<p><i>May 2021 – August 2021</i></p>
<p>3. Community Education and Engagement Action items: a. Conduct at least three public workshops to educate the community about solar technology and the solar co-op process, including financing options, incentives, and policy that affects residential solar installations. b. Provide individualized follow-up with co-op members to ensure their questions have been answered and they are comfortable with the process.</p>	<p><i>May 2021 – August 2021</i></p>
<p>4. Installer Selection: Action items: a. Manage a competitive RFP process that ensures local solar installers are aware of the solicitation and have an opportunity to submit a proposal. b. Facilitate a fair, unbiased, and transparent bid-selection process in which the co-op members select their installer for their properties.</p>	<p><i>May 2021 – June 2021</i></p>
<p>5. Follow-up and evaluation: Action items: a. Continual follow-up with co-op members throughout the contracting and installation phases to ensure excellent customer service and to encourage the maximum number of installations. b. Track the performance of the program and report performance methods.</p>	<p><i>August 2021 – November 2021</i></p>

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 December 31, 2021.

SUN shall organize neighborhood solar co-ops, which make solar more affordable and inclusive in Orange County through achievement of the following Program Goals:

1. Engage 250 new residents in solar education.
2. Provide services to assist 50 homeowners to "go solar".
3. Install 500kW of new distributed solar capacity.
4. Provide technical assistance to co-op participants throughout the process, including troubleshooting or mediating issues with their system and installer, and complying with local, state and federal laws and regulations.
5. Work with selected installers to ensure co-op participants receive optimal customer service, including helping installers improve their internal process efficiency.
6. Build a diverse community of solar supporters who are informed and motivated to improve the solar market to expand access to others in the community.

REPORTS

Quarterly and Annual Reports shall be submitted to the County Administrator's Office and the Environmental Protection Division. Each Report must contain the following information:

1. A summary of the completed deliverables.
2. Demonstration of satisfactory completion of the Tasks listed in the Scope of Services, as shown by the following:
 - a. Success stories, including testimonials.
 - b. A summary of challenges overcome and issues resolved, along with a summary of any challenges or issues that are anticipated to arise in the next twelve months.