



The Details

What is the SEED Fund?

A pool of money that is available to help build solar projects. It is used to form group procurements - to bring a group of agencies together for a collective solar buy. The SEED fund pays for all the development work, site evaluations for all participants, creation and issuance of the RFP, selection of the solar installer, and contracting assistance for the participants that go solar.

Each installed project kicks back a small fee (paid for by the solar installer) to replenish the SEED fund. This is currently the 3rd iteration!

What can I expect as a Participant?

The solar project team will walk you through the whole process. We'll evaluate your facility and let you know what your solar project would look like including the cost/benefit. If you like what you see, we'll include you as a participant in the RFP. After the RFP has been issued and the results are in, you'll have the choice to sign a contract with the selected solar installer (though you will not be obligated).

The big advantage is that you can go solar without all the hassle, since we manage the process, and you're likely to get a much better rate since you're part of the group.

Who is Involved?

Sierra Business Council (SBC): Your trusted local partner. SBC provides logistical support, helps with organization, and provides general oversight to make sure all participants are successful.

Optony and Strategic Energy Innovations (SEI): These two organizations provide technical support and manage the procurement process. Both have significant solar expertise and have managed many such group solar buys in the past, including the first 2 rounds of the SEED fund.

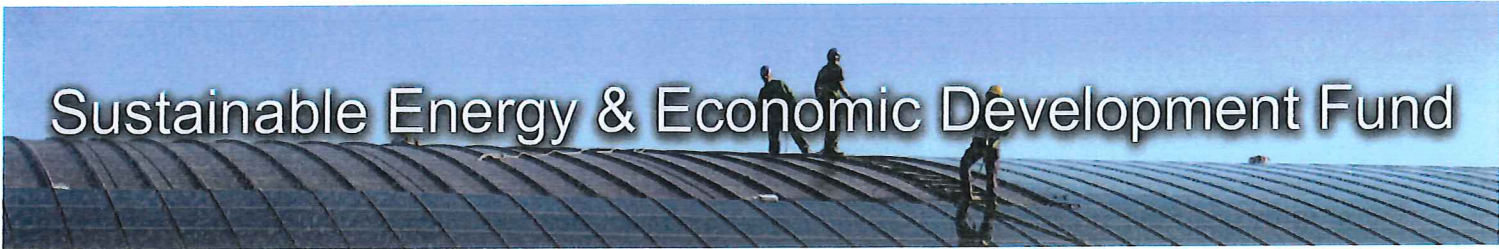
For more information please visit our project website www.solarroadmap.com/SEED

Or contact us:

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Sustainable Energy & Economic Development Fund

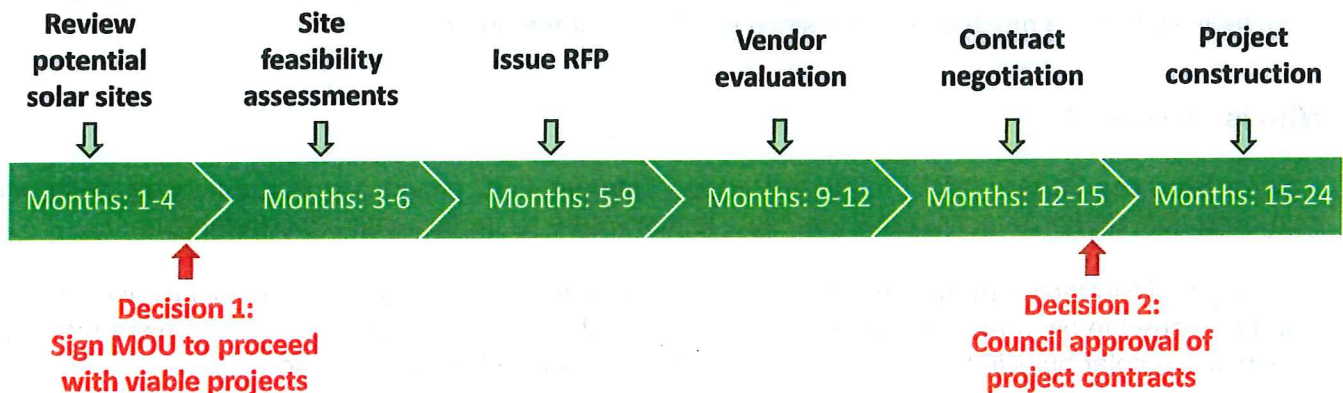
The SEED Fund empowers agencies to participate in a regional group purchase of solar.

Benefits

- No upfront costs for participants
- Free solar site assessments
- Free technical and logistical support
- Better pricing (10-12% savings)
- Less admin time (50-70% savings)
- No commitment to install solar projects

Participants

- Local governments
- Public agencies
- Nonprofits
- Businesses
- Housing developers
- Educational institutions



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August 22, 18

MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE PURCHASING OF RENEWABLE ENERGY

This Memorandum of Understanding (“MOU” or “Agreement”) is effective August 22, 18, by and between the [Public Agency name], a public agency (referred to herein as “Agency”), and The SEED Fund administered by Strategic Energy Innovations (SEI) – a California 501c3, (referred herein as SEED Fund), referred to collectively as “Parties.”

Recitals

WHEREAS, large volume purchases of renewable energy will more likely result in lower pricing from a multi-jurisdiction purchasing arrangement where project sites are aggregated into groups on the basis of various technical, risk and financing related factors than would otherwise be available if individual jurisdictions independently purchased renewable energy; and

WHEREAS, the Parties acknowledge that the transaction costs associated with purchasing renewable energy are significantly reduced when the Parties agree to the same terms and conditions incorporated within standardized template documents; and

WHEREAS, the Agency desires to evaluate and purchase renewable energy for their operations; and

WHEREAS, the Agency wishes to take advantage of economies of scale and potential discounts when such purchases are made at larger volumes; and

WHEREAS, SEED Fund desires to provide technical evaluation services and facilitate aggregated procurement support for public agencies; and

WHEREAS, The SEED Fund, provides initial funding for necessary professional services that can facilitate development of an aggregated Solar Procurement Solicitation, including, but not limited to consulting services, feasibility studies and procurement management services (“Professional Services,”) with no obligation to the Agency; and

WHEREAS, the SEED Fund has no direct financial interest in any particular renewable energy products; and

WHEREAS, the SEED Fund will pay for Professional Services provided by Optony Inc., a California Corporation, and Strategic Energy Innovations, a California non-profit corporation (“SEI”), and their sub-consultants; and

WHEREAS, the Agency has identified potentially viable Solar Sites and desires SEED Fund to conduct feasibility studies of these sites for potential inclusion in an aggregated Solar Procurement Solicitation; and

WHEREAS, the funds expended by the SEED Fund shall be reimbursed by the Agency or by vendor(s) if they enter into agreements with the Agency to provide renewable energy; and

WHEREAS, at the completion of the Solicitation process, the Agency will evaluate all offers and contracts in good faith for solar power purchase, financing, real estate and/or other required agreements with selected vendors in the documents prepared by SEED Fund;

NOW THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Parties agree as follows:

SECTION 1. DEFINED TERMS

- A “SEED Fund” is the Sustainable Energy and Economic Development Fund, administered by Strategic Energy Innovations – a California 501c3.
- B “Lead Agency” is the designated municipality or public agency responsible for issuing the Solicitation (as defined herein) on behalf of itself and the Participating Cities / Agencies (as defined herein) for the purposes of purchasing renewable energy.
- C “Participating Cities / Agencies” are all other public entities, except for the Lead Agency (as defined herein), who participate in the Solicitation to purchase renewable energy.
- D “Solicitation” is defined as a request for qualifications and/or a request for proposals and related actions to purchase renewable energy on behalf of the Lead Agency and Participating Cities / Agencies.
- E “Vendor(s)” is defined as company or companies who respond to the Solicitation to provide renewable energy proposals, which will categorically exclude SEED Fund subcontractors.
- F “Feasibility Study” is defined as a technical and economic evaluation of the solar potential at a specific facility that is owned or managed by an Agency

SECTION 2. ROLE AND RESPONSIBILITIES OF SEED FUND

- A SEED Fund shall coordinate with Agency to provide professional services and template documents and other services necessary to assist the Agency in participating in the Solicitation to purchase renewable power.
- B SEED Fund shall provide training and resources to Agency as needed to build understanding and support for participation in the procurement process.
- C SEED Fund shall evaluate sites for feasibility of renewable energy systems including both technical and economic viability under realistic financing scenarios.
- D SEED Fund shall provide professional expertise to perform reference checks, evaluation of vendor(s), technology reviews and financing option analyses.
- E SEED Fund shall provide assessments and recommendations to Agency and affiliated key staff and decision makers.

SECTION 3. ROLE AND RESPONSIBILITIES OF AGENCY

- A The Agency shall actively participate in the SEED Fund process so as to enable a timely solicitation for aggregated procurement in order to realize the best possible terms.

- B Upon signing this MOU, conditions in Sections 4 and 5 apply. To withdraw from this MOU, the Agency shall prepare written notice pursuant to Section 8 and Section 10.
- C Throughout the term of this agreement, the Agency is responsible for satisfying its individual legal, procedural and other requirements necessary for participation in this memorandum.
- D The Agency will take all reasonable steps to support development of an aggregated Solar Procurement Solicitation including but not limited to providing information necessary for the SEED Fund to perform due diligence and feasibility studies on its behalf, including site surveys, site access and utility information.
- E If the Agency participates in the Solicitation, the Agency agrees to the terms and conditions listed below and the following conditions shall apply:
1. The Lead Agency will issue the Solicitation with support from SEED Fund team and subcontractors.
 2. The Agency shall (i) acknowledge and ascribe to the results of the Solicitation issued by the Lead Agency, (ii) utilize SEED Fund templates for transaction documents, which may include, without limitation, site evaluation forms, model project specifications, a form of purchase agreement and a form of site lease (“Template Documents”), and (iii) coordinate with other Participating Cities / Agencies, as necessary.
 3. The Agency, with respect to the content of the Solicitation and the terms and conditions contained within Template Documents, will communicate comments and questions to SEED Fund within the allotted timeframe provided by SEED Fund.
 4. The Agency designates SEED Fund and the Lead Agency as the primary points of contact for vendors and necessary third parties throughout the Solicitation process.
 5. Upon conclusion of the Solicitation process, Agency will be expected to enter into binding agreements, substantially in the form of Template Documents, with the selected vendor or vendors. This expectation is conditioned on the Agency’s determination, to its satisfaction, that the vendor proposal or proposals are responsible, responsive, affordable, and comply with acceptable terms, conditions, and legal and procedural requirements.

SECTION 4. SEED FUND GOALS AND REIMBURSEMENT

A PROGRAM GOAL

The goal of the SEED Fund is to provide high-value technical assistance with no up-front cost for the Agency to evaluate and purchase renewable energy and/or to install renewable energy systems to help reduce utility costs, while leveraging existing federal and state rebate opportunities, and contributing to the Agency’s environmental goals.

The purpose of the SEED Fund initiative is to fund regional sustainability projects that create new economic activity while improving the regional environment. The focus is on renewable energy and energy efficiency for municipalities, schools and public agencies to help reduce operating costs while demonstrating leadership in clean energy locally. The SEED Fund also provides resources and training

for stakeholders to build understanding and internal capabilities and to support interaction across the community.

B FUNDED PROFESSIONAL SERVICES

The SEED Fund will pay for professional services necessary to independently evaluate potential solar sites, provide educational resources, and issue a Solicitation for proposals from vendors within an aggregated solar procurement project. Funds used for professional services will be used exclusively for the implementation of the aggregated solar procurement project between Participating Cities / Agencies, and SEED Fund. Use of SEED Fund monies is restricted to the foregoing services and may not be used to pay for Agency staff time, outside contractors, or independent studies. Services that are excluded from SEED Fund reimbursement include environmental reviews, engineering services and project commissioning.

C REIMBURSEMENT OF SEED FUND

If, during the Term of this Agreement, the Agency enters into a contract to construct a renewable energy system on facilities identified in the feasibility study, or enters into a power purchase agreement or other similar agreement to purchase renewable energy from any energy service provider, the Agency agrees that the SEED Fund professional services shall be reimbursed at a rate of 2-5% of the total installed value of the renewable energy project, in present dollars (based on the project direct purchase price proposed by the winning vendor). This reimbursement shall be requested by SEED Fund at the date of Notice to Proceed on design for the applicable renewable energy project, and shall be payable within 60 days of request.

If no viable project identified through SEED Fund is contracted by the end of the term of this agreement, the Agency is not required to pay for any SEED Fund professional services. Project viability under this Section shall be determined by the Agency at its sole discretion.

Agency agrees that this reimbursement provision shall be the responsibility of the Agency, but that it may be reimbursed through the purchase contract that is executed between Agency and vendor(s).

SECTION 5. TERM OF AGREEMENT

The term of this Agreement shall commence on the MOU Effective Date and shall expire on the later of the third anniversary of the Effective Date, or 365 days after the completion of the procurement process, as determined by SEED Fund.

SECTION 6. GOVERNING LAW AND VENUE

The law governing this Agreement shall be that of the State of California. In the event that suit shall be brought by any party to this contract, the Parties agree that venue shall be exclusively vested in the State court in the county where the Agency is located, or if federal jurisdiction is appropriate, exclusively in the appropriate United States District Court.

SECTION 7. WARRANTY DISCLAIMER; LIABILITY; WAIVER

A No warranty, express or implied, is provided by the SEED Fund, Optony Inc. or SEI as to results or success of the Solicitation, this Agreement, or any agreements ultimately entered into by the

Agency. Agency acknowledges that Optony Inc. and SEI have not made, and are not making, any assurances, guarantees or promises with respect to the subject matter of this Agreement and that each party is ultimately responsible for conducting its own due diligence with respect to feasibility, pricing, technology, third parties and all other matters in any way related to the subject matter of this Agreement.

- B In no event shall the SEED Fund, Optony Inc., and SEI, nor their officers, agents, employers, or representatives be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services, loss of use, data, or profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way, directly or indirectly, from this Agreement, participation in the Solicitation, or any agreement(s) between a Lead or Participating Agency and any third party, even if advised of the possibility of such damage.
- C Unless otherwise provided herein, each Party is responsible for negotiation, execution, administration and enforcement of any contract with a vendor or third party related to the subject matter of this Agreement and the agreements ultimately entered into by each party shall not be cross-defaulted or cross-collateralized in any respect with the agreements entered into by any other party to this Agreement.
- D No waiver by any party to this Agreement of any breach or violation of any term or condition of this Agreement shall be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

SECTION 8. NOTICES

Notices shall be deemed effective on the date delivered if by personal service or overnight delivery service, or, if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served, delivered by overnight service, or by mail, first class, certified or registered postage prepaid and return receipt requested, addressed to the respective Parties as follows:

Agency of _____

SEED Fund, Administered by SEI
Address: 899 Northgate Dr., Ste. 410
Address: San Rafael, CA 94903

With Copies to:

Strategic Energy Innovations
899 Northgate Dr., Ste. 410
San Rafael, CA 94903

Optony Inc.
2855 Kifer Rd., Ste. 201
Santa Clara, CA 95051

Attn: Nathan McKenzie, Program Manager Attn: Jonathan Whelan, Dir. of Operations

SECTION 9. MISCELLANEOUS PROVISIONS

- A If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on the Parties.
- B This Agreement may be executed in counterparts and will be binding as executed.
- C All changes or extensions to this Agreement shall be in writing in the form of an amendment approved by all Parties.
- D This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.
- E Conflict Statement and Waiver. No officer or employee of the Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.
- F The parties agree that time is of the essence; and failure of the Agency to provide the required information in the requested format and within the deadlines established by SEED Fund may result in termination of that party's participation in the cooperative purchase.
- G This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties, nor to impose any partnership obligation or liability upon either Party.
- H This Agreement shall be equally and fairly interpreted for the benefit of and against all parties to this Agreement and shall further be construed and interpreted without reference to the identity of the party or parties preparing this document, it being expressly understood and agreed that the parties hereto participated in the negotiation and preparation of this Agreement or have had equal opportunity to do so. Accordingly, the parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the party who caused the uncertainty to exist.

SECTION 10. TERMINATION

- A The SEED Fund may, upon thirty (30) days' written notice, terminate this Agreement without penalty or liability.
- B Agency may terminate this Agreement with written notice at any time up to three (3) weeks prior to the issuance of the Solicitation pursuant to the schedule developed by SEED Fund. However, the terms of reimbursement in Section 4C will still apply if the feasibility study has been delivered, and the Agency enters into a contract to build a renewable energy system on facilities identified in the feasibility study, or enters into a power purchase agreement or other similar agreement to purchase renewable energy from any energy service provider during the specified term of this Agreement, as defined in Section 5.
- C In the event of termination, any unexpended grant monies shall be retained in the SEED Fund and shall not be disbursed to Agency.

SECTION 11. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party that are in any way related to this Agreement shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of another party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other party under this Agreement.

SECTION 12. NON-DISCRIMINATION

Parties shall comply with all applicable Federal, State, and local laws, regulations and policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Parties discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Dated: _____

Dated: _____

The SEED Fund, administered by SEI

[The Agency]

by _____
Cyane Dandridge, Executive Director of SEI

by _____
Name, Title

Attest: _____

Attest: _____