

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into this 8<sup>th</sup> day of MARCH, 2024, by and between the City of Norman, Oklahoma, a municipal corporation, ( "City"), and EightTwenty Oklahoma, LLC ("Contractor") to memorialize the commitments and obligations of the parties for the Norman Solar Initiative as defined below.

WHEREAS, the City endeavors to lower the cost of solar energy and battery storage installations through the power of bulk-purchasing and reduced contractor acquisition costs and to transfer those savings to the residential and commercial residents of the City increasing the number of system installations; and

WHEREAS, the City wishes to educate customers and cultivate a sense of community participation and ownership in the clean energy market; and

WHEREAS, the City wishes to reduce the energy burden of vulnerable residents in the City through additional measures available to low and moderate income families to reduce upfront cost; and

WHEREAS, the City wishes to advance and encourage renewable energy workforce development opportunities; and

WHEREAS, the City issued Request for Proposal (RFP) 2324-20 on January 2, 2024, to solicit proposals for a contractor to partner in a solar community pricing program to achieve the goals of the program; and

WHEREAS, proposals were received on January 29, 2024, with two contractors submitting proposals in accordance with the RFP; and

WHEREAS, a review committee was established with four City staff members and one community partner to evaluate the proposals including interviews that were held during the week of February 12, 2024; and

WHEREAS, the Contractor was voted to be the most qualified contractor for the Norman Solar Initiative (Initiative); and

WHEREAS, this Memorandum of Understanding (Agreement) is necessary to clearly delineate the specific roles and responsibilities for the City and for the Contractor to successfully complete the Norman Solar Initiative; and

NOW, THEREFORE, in consideration of the respective covenants below, the parties agree as follows:

1. Contractor Proposal. The Contractor agrees to honor the terms of the proposal submitted by Contractor in response to RFP 232420, including the Norman Solar Initiative participant pricing, unless further modified within this Agreement. The Contractor proposal is hereby incorporated as part of this Agreement as Exhibit A. Additionally, anticipated responsibilities (not necessarily inclusive) for various activities related to the campaign is included in Exhibit B.
2. Marketing and Outreach. The Contractor agrees to actively lead the local Norman Solar Initiative campaign and the City agrees to actively support activities of the campaign to drive community adoption of photovoltaic projects and/or community solar subscriptions. The Contractor agrees to the following terms:
  - a. The Contractor shall work directly with the City in the execution of outreach and marketing efforts used to increase attendance at educational workshops and participation in the Norman Solar Initiative campaign.
  - b. The Contractor will request approval from the City for all marketing materials developed to promote the Norman Solar Initiative campaign in advance of distribution. The Contractor agrees to include any community logos deemed necessary by the City on any materials used in the Norman Solar Initiative campaign.
  - c. The contractor will create, manage and maintain a website that will serve as the primary location for interested parties to receive more information about the Norman Solar Initiative.
  - d. The Contractor will notify the City in advance and collaborate on any press releases, events, or news conferences concerning the Norman Solar Initiative campaign but will take the lead in applicable initiation, coordination, creation and distribution of such items or matters. All media produced by the Contractor in promotion of the Norman Solar Initiative campaign is subject to Norman Solar Initiative approval.
3. Low-to-Moderate Income Fundraising. Contractor agrees to participate in fundraising for a Low-to-Moderate Income (LMI) initiative in Norman. Contractor commits to raising at least \$25,000 worth of support as a result of Contractor fundraising efforts. If less than \$25,000 worth of funds are raised as a result of Contractor efforts, then Contractor will directly provide the remainder necessary to achieve the \$25,000 target, though that number is the lower limit of fundraising goals. These funds will be used to directly offset the costs of installation of photovoltaic solar panel projects for LMI community members and/or for project(s) installation(s) at support service organization(s) location(s) whose primary target audience is Norman's LMI/Low Income and Disadvantaged Community members, based on fundraising success, to be determined through collaboration between Contractor and City.

4. Participant Signup and Tracking. Both Parties agree that the Contractor will establish a method for receipt and tracking of all leads generated by campaign related outreach and that this and all collected information will be stored in a location accessible by both the City and Contractor.
5. Communications. Any communication required by this Agreement shall be made in writing, either electronically or by hard copy, to the address specified below:

Contractor: Tony Capucille, CEO  
EightTwenty, LLC  
1825 N. Walnut Avenue  
Oklahoma City, OK 73105  
405-412-0380  
tony@EightTwenty.com

City: Michele Loudenback, Environmental and Sustainability Manager  
City of Norman – Utilities Department  
225 N Webster Avenue  
P.O. Box 370  
Norman OK 73069 / 73070  
405-307-7130  
michele.loudenback@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

6. Reporting and Sharing

- a. The Contractor and City agree to designate a primary contact from each party.
  - b. Each party will agree to a biweekly check-in meetings.
  - c. The Contractor agrees to provide the City with summary reports of customer signups and progress on a biweekly basis, as well as upon request from City of Norman staff.
  - d. The Contractor agrees that at the close of the Norman Solar Initiative campaign, a full report will be provided to the City that clearly details the status and outcomes of the leads generated through the program.
7. Assignability. City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement. Contractor shall not assign or transfer this Agreement or

any interest herein, without the prior written consent of the City, and consent to an assignment or sublease shall not be deemed to be consent to any subsequent assignment.

8. Non-Discrimination. In connection with the performance of work under this contract, the Contractor agrees as follows:

- a. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- b. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- c. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

9. Schedule. Contractor and City agree to adhere to timelines established in collaboration with the goal to end customer sign-ups on August 31, 2024, to have contracts in place by December 31, 2024, and installations complete by April 30, 2025. The agreed to timeline will be shared with stakeholders and will be stored in the same location as the information collected during lead generation that is accessible to both parties.

10. Dispute Resolution. If disputes arise between any of the parties, outside of private contracting between Contractor and Participant, open and honest communication between the involved parties will be employed to gain understanding of the issues and to explore potential solutions. If this direct communication does not lead to resolution, mediation services from a mutually agreeable neutral third party will be employed to facilitate communication and negotiation. If mediation fails to produce a resolution, involved parties can then move to arbitration or legal action for resolution.

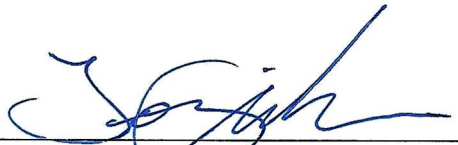
## 11. Indemnification

- a. Contractor will protect, indemnify and hold harmless the City, its partners, directors, officers, board, trustees, employees, volunteers, agents and/or representatives from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, expert and attorney fees and expenses) imposed upon, incurred by or asserted against the City resulting from, arising out of relating to the Contractor's work under contracts entered into as part of this campaign.
  - b. The obligations of the Contractor under this paragraph will survive the expiration or termination of the Initiative program.
12. Insurance. Contractor will maintain standard insurance policies for Worker's Compensation (\$1,000,000 per accident) and Commercial General Liability (\$2,000,000 per occurrence) for the duration of the campaign. All coverage maintained by Contractor shall be primary to any insurance coverage carried by Participant, shall contain waivers of subrogation, and shall not be amended or terminated without notice to Participant.
13. Printing of Promotional Material. Contractor will be primarily responsible for acquisition, creation and/or printing of promotional materials. The exception will be any utility billing inserts. For those items, City will be responsible for printing and mailing the inserts.
14. Contracting between Contractor and Participants. Contractor will provide a provision in the contract they execute with participants that indemnifies the City relieving City of any liability or responsibility in the private contract. City logo will not be used on these private contracts.
15. Miscellaneous Provisions.
  - a. Governing Law and Venue. All matters pertaining to this agreement (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma. Any action related to this agreement or the performance thereof, shall be brought in the District Court of Cleveland County, Oklahoma.
  - b. Compliance with Laws. All activities of Contractor, its employees, subcontractors of Contractor and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

*REMAINDER OF PAGE LEFT BLANK*

IN WITNESS WHEREOF, the City and the Contractor, as parties to this Agreement, have caused this Agreement to be duly executed this 08 day of March, 2024.

**EightTwenty Oklahoma, LLC**

  
\_\_\_\_\_  
Tommy Wilkerson, SVP Experience

ATTEST:

  
\_\_\_\_\_  
Brian Blad, SVP Investments

**The City of Norman, Oklahoma**

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Attorney/General Counsel

ATTEST:

\_\_\_\_\_  
Larry Heikkila, Mayor

\_\_\_\_\_  
Brenda Hall, City Clerk

Exhibit A. Contractor Response to RFP 2324-20

## Exhibit B. Responsibility Matrix

Activity	City	Contractor
Program Development & Marketing	<ul style="list-style-type: none"> <li>* Develop list of community stakeholders and/or influencers to help champion and promote campaign</li> <li>* Support Contractor-led outreach efforts (e.g., promotion, event attendance, printing and mailing billing inserts, use social media, podcast and other avenues available to City)</li> <li>* Publicize campaign on website and social media, help implement signage installation, provide logo to use on promotional materials</li> <li>* Partner with community leaders and organizations (as requested by Contractor).</li> </ul>	<ul style="list-style-type: none"> <li>* Lead community outreach efforts (project tours, events, tabling, updates, etc.)</li> <li>* Secure community endorsements and partnerships</li> <li>* Develop and implement marketing and outreach strategy</li> <li>* Publicize campaign on website and social media.</li> <li>* Supplement outreach with direct mail, yard signs, etc.</li> </ul>
Site Assessment & System Design	<ul style="list-style-type: none"> <li>* Facilitate communication between Participants and Contractor, as necessary</li> <li>* Facilitate communication between Contractor and City Departments</li> <li>* Assist with other communication, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>* Conduct on-site assessments to determine system feasibility</li> <li>* Design and engineer solar PV systems based on assessments</li> <li>* Offer alternatives if rooftop PV is not feasible</li> <li>* Obtain necessary permits and approvals</li> <li>* Coordinate with utility providers in area (OG&amp;E, OEC) for ease in integration</li> </ul>
Financing & Incentives	<ul style="list-style-type: none"> <li>* Assist with communication and research, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>* Assist Participants in securing financing options</li> <li>* Facilitate access to available renewable energy incentives.</li> <li>* Assist Participants in understanding and applying for incentives</li> <li>* Provide opportunity for and encourage Participants to donate to LMI initiative fundraising efforts</li> </ul>
Installation & Commissioning	<ul style="list-style-type: none"> <li>* Provide quality oversight of the installation process through Building Inspection process</li> <li>* Facilitate communication around any concerns raised by Participants during installation</li> </ul>	<ul style="list-style-type: none"> <li>* Perform system installation according to code and specifications</li> <li>* Obtain necessary inspections and approvals for operation</li> <li>* Commission the solar PV system and provide training to Participants</li> </ul>
Customer Care & Warranty	<ul style="list-style-type: none"> <li>* Facilitate communication between Participants and Contractor for warranty claims, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>* Provide initial system performance monitoring and troubleshooting assistance</li> <li>* Respond to Participant inquiries and service requests</li> <li>* Honor all warranties on equipment and installation</li> </ul>
Program Reporting & Evaluation	<ul style="list-style-type: none"> <li>* Track program progress and participation rates</li> <li>* Collect and analyze data on program effectiveness</li> <li>* Prepare reports for stakeholders (e.g., residents, government agencies)</li> </ul>	<ul style="list-style-type: none"> <li>* Provide data to municipality for program reporting</li> <li>* Participate in program evaluations.</li> </ul>