

# ORCAS POWER AND LIGHT COOPERATIVE ENERGY EFFICIENCY & CONSERVATION & RENEWABLE ENERGY PRODUCTION Memorandum of Understanding

**THIS Memorandum of Understanding** ("MOU") is made [date] by and between Orcas Power & Light Cooperative ("OPALCO") and [nonprofit name] ("the Nonprofit"), a Washington State nonprofit.

OPALCO and the Nonprofit desire to set out the material general and basic terms, conditions, services, rights, duties, and obligations that relate to the Project as is generally described within this MOU.

## 1. PROJECT

OPALCO and the Nonprofit are collaboratively engaging in the Project of promoting Energy Efficiency and Conservation (EE&C), and Renewable Energy Production in OPALCO's service area. The Project has [X] sub-projects:

- 1.1 Community outreach to increase Energy Efficiency and Conservation.
- 1.2 [sub-project].
- 1.3 [sub-project].

OPALCO and the Nonprofit will develop specific contracts to cover each sub-project. Each contract will specify appropriate stipulations such as those specified in section 4.2.1 below. Each contract will include a reference to this MOU.

## 2. PURPOSE

The purpose of this MOU is to provide a framework for collaboration between OPALCO and the Nonprofit.

## 3. COLLABORATION

The activities and services for the Project include, but are not limited to, the following responsibilities or obligations to be performed by the respective parties as identified below:

- 3.1 OPALCO will:
  - 3.1.1 Provide a staff Point of Contact (POC) for providing timely interactions and support as it relates to the Project.
  - 3.1.2 Provide funding to support portions of this Project. See Funding section below for details.
  - 3.1.3 Explore providing property for hosting community solar arrays, installed, managed and maintained by the Nonprofit and others.
  - 3.1.4 Explore modifying its billing system software to support on-bill financing.
  - 3.1.5 Provide logo materials as needed for inclusion in promotional materials initiated by the Nonprofit.
  - 3.1.6 Continue to operate a traditional electric utility conservation program aimed at reducing consumption of electricity. OPALCO will operate the Bonneville

Power Administration (BPA) portion of this program under the terms and conditions of the Energy Conservation Agreement OPALCO has executed with BPA.

### 3.2 The Nonprofit will:

#### 3.2.1 In general:

- 3.2.1.1 Provide a staff Point of Contact (POC) for providing timely interactions and support as it relates to the Project.
- 3.2.1.2 Represent itself as an independent organization. The Nonprofit and any of its employees will not be considered an employee of OPALCO for any purpose. The Nonprofit shall be solely responsible for complying with all federal, state and local laws and regulations. Any use of OPALCO's name or reputation in communications, advertising, marketing, branding, logos, etc. must be specifically approved, in writing, by senior OPALCO management. In communication with third parties, the Nonprofit will in no way assert or imply that it speaks for or is representing OPALCO.
- 3.2.1.3 The Nonprofit, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Nonprofit shall obtain appropriate business licenses, and shall pay business and occupation taxes as may be required by the State of Washington and local ordinances.
- 3.2.1.4 Serve the general community covered within OPALCO's service area. At a minimum, it will serve all of the ferry-served islands.
- 3.2.1.5 Maintain a Board of Directors and Advisors with members from all ferry-served islands. The Nonprofit will provide OPALCO with the names of their personnel and their Board of Directors and Advisors.
- 3.2.1.6 Engage at times in additional projects in which OPALCO is not involved. If the Nonprofit moves into areas in conflict with OPALCO's policies, goals, and objectives, OPALCO may, at its option, withdraw all support from the Nonprofit.
- 3.2.1.7 Follow the most recent BPA Implementation Manual and work with the OPALCO Energy Services Department to assure that any energy savings from retrofitting within homes or businesses are reported and accepted by BPA and thus used to reduce OPALCO's load forecast.
- 3.2.1.8 Provide information related to BPA initiatives in a manner consistent with OPALCO's documentation and reporting standards (See Resources/OPALCO below).
- 3.2.1.9 Provide monthly Project status reports to the OPALCO POC (see section 4.2.1 below for related information).

#### 3.2.2 With regard to [sub-project x]:

- 3.2.2.1 [sub-project clause].

#### **4. RESOURCES**

4.1 OPALCO will provide the following resources in respect to the proposed Project:

4.1.1 Collaboration with the Nonprofit will be managed primarily by OPALCO's Energy Services Department or specific staff appointed by OPALCO's General Manager.

4.1.2 The Bonneville Power Administration (BPA) portion of Energy Efficiency and Conservation programs will be managed by OPALCO's Energy Services Department. The BPA Energy Efficiency Implementation Manual (Manual), together with the BPA Energy Conservation Agreement (ECA) and specifications in BPA's energy efficiency reporting system provide the implementation requirements for projects reported to BPA. BPA will audit all measures reported for which potential incentive dollars are available. If the measures pass BPA's audit, BPA will reduce three-fourths of the initial kWh savings from OPALCO's load forecast in order to reduce any Tier 2 purchases.

4.2 The Nonprofit will provide the following resources in respect to the Project:

4.2.1 Any work undertaken in collaboration with OPALCO must include a plan that clearly identifies goals, objectives, needs, action plan, and budget, as well as metrics to measure effectiveness of the plan as it is implemented, and at time of completion. Objectives will conform to SMART Objectives guidelines, e.g. Specific, Measurable, Attainable, Relevant and Time-bound. Metrics associated with each SMART Objective will be presented in the monthly Project status report to OPALCO.

#### **5. FUNDING**

Funding and schedule of payments for each sub-project will be specified in the contract associated with the sub-project.

#### **6. LIMITATIONS**

Neither OPALCO nor the Nonprofit shall be responsible for the actions of any third parties or associates who may be involved in any activities outlined in this MOU.

#### **7. CONFIDENTIALITY**

The Parties to this agreement agree that all OPALCO member information and data are confidential, and shall not be divulged to any third parties without the Parties executing a written consent to the disclosure that is signed by both Parties.

#### **8. TERMINATION**

Any party may terminate its part in this agreement with or without cause by giving the other parties sixty (60) days prior written notice.

#### **9. ADDITIONAL PROVISIONS**

9.1 Any amendments to this MOU must be agreed to by both OPALCO and the Nonprofit. Any amendment(s) must be in writing and signed by both Parties.

9.2 The Nonprofit represents to OPALCO that it is a nonprofit entity under Washington State law.

**10. INDEMNIFICATION**

To the fullest extent permitted by law, the Nonprofit shall indemnify and hold harmless OPALCO, its agents and employees, from and against all claims, damages, losses and expenses to the extent caused by any negligent or intentional act or omission of the Nonprofit, its agents or employees.

The Nonprofit shall also maintain comprehensive general liability insurance or similar insurance with errors and omissions coverage, with a policy limit in an amount sufficient to OPALCO in its sole discretion, and shall add OPALCO as an additional insured to such policies..

**11. DISPUTE RESOLUTION**

The parties to this agreement agree to exclusively resolve any disputes arising out of the agreement using the procedures of the Superior Court Mandatory Arbitration Rules (MAR). The parties hereby stipulate pursuant to MAR 8.1 to arbitrate any such dispute between them without regard to whether the dispute involves claims in excess of the amount authorized by RCW 7.06. The parties further agree that the prevailing party shall be entitled to its reasonable attorneys' fees, interest and costs.

By signing below, all parties to this agreement indicate that they have reviewed its contents and agree to abide by the commitments articulated herein:

OPALCO:

The Nonprofit:

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(Signature)

(Signature)

Randy J. Cornelius , General Manager  
Print Name and Title

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Print Name and Title

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Date

\_\_\_\_\_

Date