

MEMORANDUM OF UNDERSTANDING
Relating to the Solarize Yakima Project

This MEMORANDUM OF UNDERSTANDING (the "**MOU**") is entered into by and among Spark Northwest, the City of Yakima (the "**Community Partner**") as partners for the Solarize Yakima Project (the "**Project**"), effective as of the last date set forth on the signature page (the "**Effective Date**"). The foregoing parties are collectively referenced as the "**Parties**" or singularly as a "**Party**."

1. General.

a. **Purpose.** In connection with the Project, Spark Northwest has selected the Community Partner to perform community outreach and education to residents and business owners in the City of Yakima (the "**Participating Community**"), with support and assistance of the Yakima Valley Conference of Governments, who has entered into a separate agreement with Spark Northwest to implement the project. In the course of the Project, a solar installation company (the "**Installation Partner**") will be selected by a volunteer committee of residents through an appropriate public bidding process, with assistance from Spark Northwest. The purpose of this MOU is to confirm the Parties' collaboration on the Project and each Party's respective roles and responsibilities related to the Project, as further described in the attached **Exhibit A**, said Project to take place beginning June 20, 2019 and ending December 31, 2019, unless terminated earlier as provided below.

b. **Intent.** The Parties only intend Sections 1, 2, and 3 be legally binding on the Parties. Exhibit A of this MOU is not intended to be legally binding, but rather to merely constitute an expression of the Parties' mutual intent with respect to the Project. Any additional legally binding relationship will be separately entered into pursuant to one or more definitive written agreements between two or more of the Parties where appropriate. This MOU does not give rise to the obligation of any Party to enter into any additional agreements nor consummate any future transactions with any other Party related to the Project or otherwise.

2. Terms and Conditions.

a. **Trademarks; Outreach Materials.** Any educational, marketing, outreach or online materials created or provided by Spark Northwest related to the Project, including templates, (collectively, "**Outreach Materials**"), may display the name, trademark, logo, and other identifying information of Spark Northwest, the Community Partner, and the Installation Partner. Such use shall be reviewed and approved by each Party prior to dissemination. Each Party retains ownership of its respective trademarks, logos and other identifying information, with the goodwill from any use inuring to the owner's benefit. Except for the Community Partner trademarks, service marks, logos, and other identifying information contained in Outreach Materials, Spark Northwest will own the Outreach Materials, and grants the Community Partner a license to use and distribute the Outreach Materials solely for the purposes of advancing the Project and promotional efforts related to solar energy and solar installations. The Outreach Materials shall not be used or distributed for commercial purposes and shall only be used during the effective term of this MOU.

b. **Feedback.** The Community Partner shall provide to Spark Northwest any feedback, suggestions or comments provided to Spark Northwest related to the Project, Spark Northwest's Solarize Northwest Program or the Outreach Materials, including Feedback provided

in the course of the Project, a Solarize Workshop (as defined on **Exhibit A**) or in the post-Project evaluation (the "**Project Evaluation**").

c. **Privacy and Data.** The Community Partner acknowledge and agree that Spark Northwest may add to the internal Spark Northwest mailing list: (i) participants in workshops related to the Project, (ii) residents or business owners that install solar systems through the Project, and (iii) individuals or entities that register on the Spark Northwest website. Notice will be provided to potential participants, prior to such workshops, installations and registration, that they are being added to the mailing list. Each such person or entity will have the ability to unsubscribe. The Community Partner and the Installation Partner further acknowledge and agree that Spark Northwest will publish online, in a publicly-accessible forum, and in reports to Spark Northwest donors, anonymous, aggregated information on residents and business owners that install solar systems through the Project, e.g., as it pertains to system type and system size.

d. **Revocation of Permission to Use Logo.** The City shall have and shall retain the right to revoke permission to use the City logo at any time, throughout the effective period of this MOU. The City shall provide notice, in writing, to the Parties that the right to use the City logo has been revoked and the effective date of revocation (revocation can be effectively immediately). The Parties shall immediately cease and desist distribution of all materials containing the City's logo on the effective date of the revocation, and shall destroy all copies of Outreach Materials still in their possession that contain the City logo.

3. **Miscellaneous.**

a. **Term and Termination.** The term of this MOU will start on the Effective Date and end on the earlier of (i) the date on which the Project is complete or (ii) five (5) business days' after a Party gives the other Parties written notice of termination. No Party will have any liability as a result of terminating this MOU. In the event one Party terminates this MOU, the effect of the termination is that the entire MOU is terminated with respect to all parties and all obligations.

b. **Notices.** Notices may be provided by electronic or physical mail. The person(s) identified on the signature page of this MOU will receive notices on behalf of their respective Party. The Parties may change the person to whom notices will be sent by giving notice, in writing, to the other Parties.

c. **Governing Law.** The laws of the State of Washington govern this MOU. If federal jurisdiction exists, the Parties consent to exclusive jurisdiction and venue in the federal courts in Yakima County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of Yakima County, Washington.

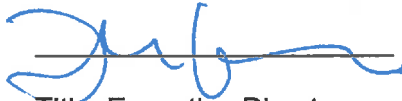
d. **Assignment.** No Party can assign this MOU without the other Parties' prior written consent.

e. **Waiver.** A Party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy unless expressly waived in writing.

[Remainder of Page Intentionally Blank]

This MOU has been executed by the Parties through their duly authorized officers as of the Effective Date.

Spark Northwest



Title: Executive Director
Name: Jennifer Grove
Email: jennifer@sparknorthwest.org

6/12/19

Date

After June 30, 2019, send notices to:
Linda Irvine, Program Director
linda@sparknorthwest.org

Community Partner: City of Yakima

Title: _____
Name: _____
Email: _____

Date

Exhibit A

EXPECTATIONS: ROLES AND RESPONSIBILITIES (Non-binding per Section 1(b) of the MOU)

Spark Northwest and Yakima Valley Conference of Governments

- Provide overall project management, partner communications, and status reports to ensure Project deliverables are met within budget and on time.
- Assist community volunteers with drafting the request for proposals (“RFP”) from solar installers and interviewing and selecting solar installer(s) using a process that is consistent with City of Yakima RFP procedures.
- Manage the Project’s overall branding, including providing logos and templates and hosting the Project website.
- Create one version of project outreach materials.
- Host an introductory Project workshop for volunteers and the Community Partner.
- Update curriculum for workshops for the public (“**Solarize Workshop**”).
- Manage the registration process of residents and business owners that install solar systems through the Project and maintain the participant database.
- Provide technical and educational assistance relating to solar installations, federal and state policies, and financial incentives.
- Report on the Project to Spark Northwest funders.
- Manage the Project Evaluation with the Community Partner and the Installation Partner.
- Recruit volunteers and coordinate volunteer assignments.
- Work with volunteers and the City of Yakima to market the program and generate attendance at the Solarize Workshops, including printing and distributing outreach materials.
- Host and deliver Solarize Workshops with the Installation Partner and other community partners.
- Assist with Spark Northwest’s reporting on the Project to Spark Northwest’s funders.
- Participate in the Project Evaluation.

Community Partner: City of Yakima

- Attend introductory Project workshop.
- Provide City venues for meetings and workshops, as available.
- Assist Community Partner to market the program and generate attendance at the Solarize Workshops.
- Provide press interviews as needed under coordination by the Project partners.

Installation Partner (to be selected)

- Fulfill solar installations and pricing in accordance with the accepted proposal.
- Manage all site evaluations, work contracts and solar system installations for residents and business owners that install solar systems through the Project.
- Manage leads regarding residents and business owners that may participate in the Project in a fair and equitable manner, as agreed upon prior to the Project’s launch.
- Execute customer contracts between the participating residents or business owners, on the one hand, and the Installation Partner, on the other hand.

- Provide customer service before and after customer installations, as if residents or business owners that participate in the Project were customers in the ordinary course of business.
- Maintain and keep current real-time data on residents and business owners that participate in the Project in Spark Northwest's customer management system.
- Participate in Project meetings and community outreach.
- Participate in and help conduct Solarize Workshops.
- Assist with printing of materials and other community outreach support as requested by Spark Northwest
- Work with Project partners to publicize the campaign and provide press interviews as needed under coordination by Project partners.
- Participate in the Project Evaluation.