

## **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter “MOA”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter “LFUCG”) acting by and through the Division of Environmental Services, and **KY SOLAR ENERGY SOCIETY (KYES)**, whose office is located at 1864 Frankfort Avenue, Louisville, KY 40206 with regard to the specific roles and responsibilities of the Solarize Lexington Program.

### **WITNESSETH:**

**WHEREAS**, LFUCG recognizes that becoming more energy efficient is key to Lexington-Fayette County becoming a more resilient and sustainable community; and

**WHEREAS**, LFUCG becoming more energy efficient will benefit our community by saving our citizens money, keeping money in our local economy, creating jobs, reducing emission and air pollution, improving public health, and protecting the environment; and

**WHEREAS**, LFUCG recognizes the importance of programs to enhance sustainability of Lexington-Fayette County per Council Resolution 220-2012; and

**WHEREAS**, the Solarize Lexington Program is designed to promote and encourage the use of photovoltaic arrays (PV) on residential or non-residential properties; and

**NOW, THEREFORE**, it is mutually agreed by and between the LFUCG and KYSES hereto as follows:

### **I. LEXINGTON-FAYETTE URBAN CO. GOVT. SERVICES AND RESPONSIBILITIES**

The LFUCG hereby agrees to:

- a. Designate the Sustainability Program Manager Senior as primary contact for Solarize Lexington;
- b. Create RFP and assemble LFUCG Team to review and rate;
- c. Assist with defining campaign team roles and responsibilities;
- d. Assist with defining Lexington-Fayette County geography and customer type base;
- e. Launch supporting city-wide public relations campaign;
- f. Manage city digital and social media presence and advertising;
- g. Campaign media contact management;
- h. Create a Solarize Lexington Program web landing page and lead capture and forwarding process;

- i. Design and manage initial lead and enrollment tracking spreadsheet;
- j. Arrange weekly check in meetings with KYSES and Installer(s);
- k. Assist with pre-screening Solarize Lexington Program applicants and forward list of qualifying participant information to the Installer(s);
- l. Assist in communicating with Solarize Lexington Program participants;
- m. Assist in recruiting participants to join the Solarize Lexington Program until the sign-up deadline;
- n. May informally endeavor to mediate a dispute between an Installer and a Solarize Lexington Program participant to reach a resolution if such mediation is desired by either party;
- o. The KYSES acknowledges and agrees that LFUCG and the Solarize Lexington Team are not parties to the agreements between the Installer(s) and the program participants;
- p. The KYSES acknowledges and agrees that LFUCG and the Solarize Lexington Team have no obligations under the contract agreements between the Installer(s) and the Solarize Lexington Program participants.

II. **KY SOLAR ENERGY SOCIETY SERVICES AND RESPONSIBILITIES:**

- a. Designate a primary contact;
- b. Review Solarize Lexington Program RFP and offer recommendations (if needed);
- c. Assist with defining campaign team roles and responsibilities;
- d. Assist with defining Lexington-Fayette County geography and customer type base;
- e. Assist with pre-screening Solarize Lexington program applicants and forward list of qualifying participant information to the Installer(s);
- f. Assist in recruitment of participants to join the Solarize Lexington Program until the sign-up deadline specified;
- g. Provide support and assistance to the program participants;
- h. Conduct Lexington-Fayette County solar permitting and inspection system review;
- i. Review prevailing utility / tariff / regulatory conditions;
- j. Compile regional approved solar installer base listing;
- k. Issue RFI / installer(s) guidance;
- l. Assist with potential installers' RFP question and answer (Q&A);
- m. Conduct pre-environmental / solar network marketing;
- n. Assist in digital and social media marketing campaign to reach local homeowners;
- o. Assist with campaign media contact management;
- p. Participate in weekly project management meetings (virtual, in-person, or by phone);
- q. Conduct daily remote site shading analysis and gradings;
- r. Conduct Installer(s) performance monitoring and question and answer
- s. Review mid-campaign pricing re-quote(s) (if required);

- t. Conduct first-build install Q&A;
- u. To the extent a dispute arises between an Installer and a Solarize Lexington Program participant, KYSES may informally endeavor to mediate between the parties to reach a resolution to the extent that such mediation is desired by either party;
- v. LFUCG acknowledges and agrees that the KYSES is not a party to the agreements between the Installer and the program participants;
- w. LFUCG acknowledges and agrees that the KYSES has no obligations under the contract agreements between the Installer and Solarize Lexington Program participants;
- x. Conduct Solarize Lexington home customer feedback survey and share results with the LFUCG;
- y. Include Solarize Lexington Program homes in annual Solar Tour / EV Day.

### **III. DURATION OF AGREEMENT:**

- a. This Agreement shall cover work performed from November 1, 2022, through December 31, 2023.
- b. This Agreement may be terminated by submitting thirty (30) days written notice to the non-terminating party of such intent to terminate.

### **IV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All Parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

### **V. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement.

### **VI. MISCELLANEOUS PROVISIONS**

1. KYSES shall familiarize itself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this agreement.
2. Nothing herein shall create an employment relationship, partnership, or joint venture between the parties or between LFUCG and any volunteer provided by KYSES. In performing the services hereunder, KYSES, its employees, agents, officers, contractors, representatives, and any volunteers shall not be deemed or construed to be employees or agents of LFUCG in any manner whatsoever.
3. KYSES agrees to indemnify, defend, and hold harmless LFUCG for all claims and liabilities of whatever nature directly or indirectly arising out of, caused by, or attributable to the performance of this MOA by KYSES, its employees, agents, representatives, and volunteers.
4. This MOA shall not create a contractual relationship with or right of action in favor of any third party against either LFUCG or KYSES.
5. If any term or provision of this MOA shall be found illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed stricken and this MOA shall remain in full force.
6. The failure of either party to enforce any right reserved to it in this MOA shall not be a waiver of any such right to which the party is entitled, and a waiver by either party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this MOA.

**IN WITNESS WHEREOF**, the parties certify that they have been duly authorized to execute, deliver, and perform the Memorandum of Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY:

\_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK

DATE: \_\_\_\_\_

**KENTUCKY SOLAR ENERGY  
SOCIETY (KYSSES)**

BY:

\_\_\_\_\_  
(STEVE RICKETTS, CHAIR)

COMMONWEALTH OF KENTUCKY     )  
   )  
COUNTY OF FAYETTE                )

The foregoing Memorandum of Agreement was subscribed, sworn to, and acknowledged before me by \_\_\_\_\_, as Chair of Kentucky Solar Energy Society (KYSSES), on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE