

# Solar Project Manager Agreement

between

[AGENCY]

and

Community System Solutions

## PREAMBLE

This Solar Project Manager Agreement (“SPM AGREEMENT”), effective [DATE], is between [AGENCY] (“AGENCY”) and Community System Solutions (“CSS”), a nonprofit benefit corporation working with the Oregon Department of Education and selected Oregon Building Trades organizations.

## RECITALS

The State of Oregon has multiple programs for agencies to implement cost-effective energy efficiency and solar energy projects. These programs require a designated “Solar Project Manager” to interface with the agencies and be the point of contact for all initial paperwork filed with the State and utilities for pre-development and pre-certification of solar+storage projects. The parties intend for this SPM AGREEMENT to enable CSS to scope solar and energy efficiency projects that save agencies money at no cost or obligation to the AGENCY by appointing CSS as Solar Project Manager for AGENCY.

## AGREEMENT

The parties agree as follows:

1. **Scope of Services.** In functioning as the Solar Project Manager for AGENCY, CSS shall:
  - a. Meet all Solar Project Manager registration steps as required by the Oregon Department of Energy and Oregon Energy Trust, including following the Code of Conduct obligations to protect and secure customer information;
  - b. Review each building’s utility bill and site within AGENCY to identify solar energy creation opportunities and energy saving opportunities;
  - c. Create a design for a solar+storage project at buildings where appropriate;
  - d. Submit potential projects, in coordination with AGENCY, for pre-certification and certification with the State of Oregon and Oregon Energy Trust and Utility programs and provide all required project application materials and supporting documents;

- e. Act as the no-cost point of contact for the potential project(s) with Oregon State Programs and Departments, Oregon Energy Trust, Utility, and other programs;
  - f. Ensure potential project information is accurate and up-to-date;
  - g. Submit projects for pre-certification with the State of Oregon, with AGENCY approval; and
  - h. Present no-cost finance options to AGENCY for each project, incorporating applicable state, federal, and other incentives, for final decision on moving forward with the project.
2. **Additional Requirements.** As part of performing the above scope of services, CSS shall:
- a. Work closely with the AGENCY's facilities and management teams;
  - b. Perform a background check for any member of Community System Solutions who will be at building sites to ensure a safe and secure environment for students; and
  - c. Comply with all applicable federal, state and local laws, ordinances, and regulations
3. **Independent Contractor Status.** The Solar Project Manager designation does NOT give permission for CSS as the Solar Project Manager to enter into any contracts or agreements, spend any money, incur expenses, draw down incentives nor commit match or any other funding on behalf of the AGENCY without specific advance authorization and direction from AGENCY. CSS is and shall operate as an independent contractor. CSS and its employees shall not be treated as employees, agents, partners, or affiliates of AGENCY for liability, insurance, tax, or any other purposes. CSS has the sole discretion to determine the manner and means by which it performs its duties, the hours of its work, and when and where CSS performs its services. CSS shall bear sole responsibility for paying its employees and contractors in compliance with applicable laws, including sole responsibility for the payment of all payroll, social security, and income taxes.
4. **Expenses.** There is no compensation for CSS acting as the Solar Project Manager from the AGENCY under this SPM AGREEMENT. Except as otherwise expressly provided in this SPM AGREEMENT, each party to this SPM AGREEMENT will bear its own expenses in connection with the preparation, execution, and performance of this SPM AGREEMENT and the transactions contemplated by this SPM AGREEMENT.
5. **Further Assurances.** Each party agrees to execute, deliver, and make available such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this SPM AGREEMENT.

6. **Term and Termination.** This SPM AGREEMENT is effective as of the date listed above and will continue year-to-year unless terminated by either party with ninety (90) days' written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this SPM AGREEMENT to be duly executed,

[AGENCY]

Community System Solutions

By: \_\_\_\_\_  
[NAME]  
[TITLE]

By: \_\_\_\_\_  
Mike Bahr  
CEO