

Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU"), dated this _____ day of _____ 2021 between the Delaware Valley Regional Planning Commission ("DVRPC") and the County of Bucks, Chester County, Delaware County, and Montgomery County (hereinafter referred to collectively as the "Entities," and each as an "Entity").

WHEREAS, pursuant to a Letter of Intent signed by the DVRPC and the Entities, the Southeastern Pennsylvania Regional Power Purchase Agreement Partnership (the "Partnership") was created; and

WHEREAS, the Partnership developed a Scope of Work which will be included in the Energy Services for Local Government Operations Consultant Request for Proposal ("RFP") to outline the responsibilities of the selected energy services consultant ("Energy Services Consultant");

NOW, THEREFORE, the Entities and DVRPC hereby agree to enter this MOU and fulfill the responsibilities outlined below.

Responsibilities of Entities

As the Entities seek to explore strategies for long-term electricity purchasing and renewable energy purchasing in order to achieve greater cost savings, improve flexibility and control of electricity purchasing, and increase the use of renewable energy sources, each of the Entities will:

1. Provide requested data and information (studies, plans) to consultant and/or DVRPC, and participate in requested project team meetings, one-on-one discussions with Consultant, as outlined in the RFP.
2. Make a financial contribution in the amount of Thirty Thousand Dollars (\$30,000) payable to DVRPC within 120 days of signing the MOU for all collective costs for consultant, legal, administrative services and other miscellaneous fees related to Responsibilities of DVRPC as defined below. To the extent that such financial contribution has not been spent upon completion of the project, any unspent amount will be returned to each Entity, pro rata. An Entity shall have no required additional financial responsibilities under this MOU without mutual agreement in writing.
3. Pursuant to the RFP, each of the Entities may elect to leverage DVRPC's agreement with the Energy Services Consultant to enter into their own agreement with Energy Services Consultant for Level Two services as defined in the Scope of Work in the RFP. The fees and the administration for Level Two services will be the responsibility of each of the Entities and in addition to the financial contribution outlined in this MOU. Entities are not required to use the selected Energy Services Consultant for Level Two services or any projects.

Responsibilities of DVRPC

As the facilitator and convener of the Partnership, DVRPC will:

1. Oversee the total counties contribution amount of \$120,000 and ensure all expenditures are within budget and time of completion. The total contributions of \$120,000 will be spent for the various categories of expenses and are budgeted as follows: \$100,000 for

consultant fee related to the approved scope of work from the RFP, \$ 15,000 for legal fees for advisory and review of various agreement templates, and \$5,000 for other miscellaneous fees or expenses that may be over the budgeted amounts. DVRPC will be contributing staff time and efforts for all project management and administrative services such as procurement, contracting, accounting, and billings. Any unused funds at the end of the project will be returned to the counties. The final budget or contract amount will be developed and reviewed by the counties just before DVRPC enters into contract with the Consultant.

2. Draft and manage the development of required MOUs, agreements, resolutions, and other Partnership documents, needed to pursue RFP and contracts with the selected consultant(s).
3. Oversee the development and management of the competitive solicitation process (the drafting, publicly advertising, issuing needed clarifications, and overseeing the evaluation) for the Energy Services for Local Government Operations Consultant RFP and other needed competitive solicitations.
4. Develop and enter into contract with the selected Energy Services Consultant so that Entities can utilize Energy Services Consultant services.
5. Manage the selected Energy Services Consultant and consultant deliverables under the Level One scope of work.
6. Be financially responsible for paying the Energy Services Consultant for all services related to Level One scope of work, including overseeing invoicing, reviewing progress reports, and ensuring timely completion of the project. DVRPC will be providing quarterly financial reports and project status updates. Entities shall only be responsible for making the financial contribution described above and shall have no liability to the Energy Services Consultant.
7. Facilitate all data collection needs and serve as the point of contact on behalf of the Entities.
8. Perform all other tasks set forth for the DVRPC in the RFP.

This MOU will be effective upon execution and shall remain in full force and effect until June 30, 2023 with the ability to extend upon mutual agreement in writing of the Entities and DVRPC.

An Entity may elect to withdraw from this MOU on sixty (60) days' prior written notice to the DVRPC and the other Entities. Any election to withdraw will not impact the rights and obligations for DVRPC and the other Entities under this MOU.

In the event an Entity elects to withdraw from the MOU, the Entity would only be eligible for their portion of the pro-rata basis of the unspent funds upon the completion of the project.

The parties do not intend to create, and nothing contained in this MOU shall be construed as creating, a joint venture arrangement or partnership among the Parties.

Nothing in this MOU, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties, any rights, remedies, or other benefits under or by reason of this MOU.

No party shall assign this MOU or any of the rights granted pursuant to this MOU without the written consent of the other parties.

This MOU shall be governed by the laws of the Commonwealth of Pennsylvania.

This MOU may be amended or supplemented only by the written agreement of all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed and effective as outlined above.

ATTEST:

DVRPC

By: _____

Date: _____

ATTEST:

BUCKS COUNTY, PENNSYLVANIA

By: _____

Date: _____

ATTEST:

CHESTER COUNTY, PENNSYLVANIA

By: _____

Date: _____

ATTEST:

DELAWARE COUNTY, PENNSYLVANIA

By: _____

Date: _____

ATTEST:

MONTGOMERY COUNTY, PENNSYLVANIA

By: _____

Date: _____