

Meeting Date
<b>December 6, 2016</b>



AGENDA	
Section	New Business
Item No.	VI.F.2

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	Authorize Florida Solar United Neighborhoods (FL SUN) to use the County logo.
DEPT/OFFICE:	County Commissioner Curt Smith, District 4

Requested Action:  
 It is requested that the Board authorize the Chair to execute a letter authorizing the use of the Brevard County logo on FL SUN's website and literature as a partnership effort on FL SUN's Space Coast Solar Co-op.

Summary Explanation & Background:

As clarified by the County Attorney's Office, use of the County logo is restricted to County Officials and employees acting within the scope of their employment. If any other entity wants to use the County logo, such use must first be authorized by the Board.

The FL SUN members have designed the attached informational sheet for Orange County and would like to create the same one for use within Brevard County with the exception of the county's name and logo being replaced. They respectfully request the Board's approval for its use. The logo will be used only for official FL SUN business, including the informational sheet and website, which are both attached. As a condition of the County's consent to use the County logo, the County will be able to rescind its consent for the use of the County logo at any time.

FL SUN is a project of Community Power Network who expands access to solar by educating Floridians about the benefits of distributed solar energy, helping them organize group solar installations, and strengthening Florida's solar policies and its community of solar supporters.

**Fiscal Impact:** There is no known fiscal impact.

**Staff Contacts:** Molly Tice, District 4 Commission Office, 633-2044.

Exhibits Attached:

<b>Contract /Agreement (If attached):</b> Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Deputy County Manager	Department Director / Extension					
Stockton Whitten	Assistant County Manager						



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

December 7, 2016

**M E M O R A N D U M**

**TO:** Commissioner Curt Smith, District 4 Attn: Molly Tice

**RE:** Item VI.F.2., Authorization for Florida Solar United Neighborhoods (FL SUN) to Use the County Logo

The Board of County Commissioners, in regular session on December 6, 2016, authorized the Chairman to execute a letter authorizing the use of the Brevard County logo on FL SUN's website and literature as a partnership effort on FL SUN's Space Coast Solar Co-op, with no selling involved or no recommendations to a particular solar company, and to be conditioned upon an indemnification agreement.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: County Manager  
County Attorney

## Indemnification Agreement

This indemnification agreement is made this 13 of January, 2017, by and between COMMUNITY POWER NETWORK CORPORATION, (Grantee) and BREVARD COUNTY (Grantor), hereafter collectively referred to as "the Parties". For value received and in consideration of the following covenants, the Parties agree as follows:

**1. Grant of License.** The Grantor hereby grants the Grantee a revocable license for the use of the County logo set forth in Exhibit A ("the License"). The License may be revoked by Grantor after 30 days notice to the Grantee should the license be used commercial use or

**2. Indemnification** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by the Grantee's, or its officers, employees, agents, or contractors, negligent, unlawful, defamatory or intentional use or misuse, application or publication of the Logo under the License, except to the extent involving the negligence or wanton misconduct of the Grantor. The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Grantor which may result under this Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

**3:** Both the Grantee and Grantor hereby warrant that their undersigned representatives are duly authorized and empowered to execute this agreement.

Done and agreed to this 13 day of January, 2017.

COMMUNITY POWER NETWORK CORPORATION

BY: Angela Demombreun

(Name and Title)

FL SUN Program Director  
Angela Demombreun

BREVARD COUNTY

BY: Curt Smith

Curt Smith, Chairman

(as approved by the Board on December 6, 2016)

ATTEST:

Scott Ellis  
Scott Ellis, Clerk



**Tice, Molly**

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**From:** Knox, Scott L  
**Sent:** Friday, December 16, 2016 2:50 PM  
**To:** Tice, Molly  
**Cc:** Woodard, Patrick; Soss, Matthew  
**Subject:** FW: Use of Logo  
**Attachments:** COMMUNITY POWER NETWORK Indemnification Agreement.docx

Molly: Here is the indemnification agreement that authorizes the use of the logo. The company needs to sign it, as does the Chairman. Then the original should be delivered to the Clerk to the Board with a copy to the company.

Scott L. Knox, Brevard County Attorney  
2725 Judge Fran Jamieson Way  
Melbourne, FL 32940  
(321) 633-2090

**The State of Florida has a broad public records law and a request made under the authority of that Public Records law may require the disclosure and copying of any email sent to this office unless exempt, privileged or confidential under state law .**

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**From:** Knox, Scott L  
**Sent:** Friday, December 16, 2016 2:02 PM  
**To:** Woodard, Patrick  
**Subject:** Use of Logo

Pat:  
Here is the indemnification agreement the Board authorized when it approved use of the county logo at the last meeting.

Scott L. Knox, Brevard County Attorney  
2725 Judge Fran Jamieson Way  
Melbourne, FL 32940  
(321) 633-2090

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# WANT TO GO SOLAR?

Join the Orange County Solar Co-op!

Save up to 20% off  
the cost of going  
solar.

Get help from the  
co-op throughout  
the process.

System sizes vary.  
You can size to fit  
your budget.

Neighbors in Orange County  
have formed a solar co-op to  
save money and make going  
solar easier while building a  
network of solar supporters.

Local non-profit **FL SUN** has helped  
nearly 100 Florida homeowners go  
solar in the last two years.

To learn more and register for an information session, visit:

[www.flsun.org/orange-county](http://www.flsun.org/orange-county)

Questions? Email: [solarteam@flsun.org](mailto:solarteam@flsun.org)



LEAGUE OF WOMEN VOTERS\*  
OF FLORIDA



**FLSUN**  
Florida Solar United Neighborhoods

# JOIN THE

## Orange County Solar Co-op!

Neighbors in Orange County have formed a solar co-op to go solar together and get a discount. If you've ever wanted to go solar, now is your chance!



### GOING SOLAR WITH A CO-OP

-  1. LEARN ABOUT THE CO-OP  
ATTEND AN INFO MEETING AND  
VISIT OUR WEBSITE
-  2. JOIN THE CO-OP  
SIGN UP ONLINE
-  3. GROW THE CO-OP  
TELL YOUR NEIGHBORS!

CO-OP GETS BIDS FROM  
SOLAR INSTALLER

CO-OP SELECTION  
COMMITTEE MEETS TO  
CHOOSE INSTALLER(S)

**SIGN UP  
DEADLINE**



-  4. SCHEDULE SITE VISIT WITH INSTALLER  
TO GET CUSTOMIZED PROPOSAL
-  5. SIGN A CONTRACT WITH  
INSTALLER
-  6. GET SOLAR INSTALLED!
-  7. PARTY! CELEBRATE! SHARE!

JOIN THE CO-OP  
[www.flsun.org/orange-county](http://www.flsun.org/orange-county)



LEAGUE OF WOMEN VOTERS®  
OF FLORIDA

QUESTIONS? EMAIL: [solarteam@flsun.org](mailto:solarteam@flsun.org)





**FLSUN**  
Florida Solar United Neighborhoods

In partnership with:



LEAGUE OF WOMEN VOTERS®  
OF FLORIDA

[WHO WE ARE](#)

[LEARN ABOUT SOLAR](#)

[JOIN A SOLAR CO-OP](#)

[SOLAR POLICY](#)

[NEWS](#)

## SPACE COAST SOLAR CO-OP

Homeowners in Florida's Space Coast are forming a solar co-op! Co-op members will use their group buying power to get a discounted price for solar panels. If you've ever wanted to go solar and live in Brevard County, now is your chance! The co-op is sponsored by the **League of Women Voters Space Coast, Brevard Federation of Teachers, City of Satellite Beach, Rockledge Gardens, Space Coast EV Drivers, The Green Marketplace, Turtle Coast Sierra Club, Unitarian Universalist Church of Brevard, and WFIT 89.5FM.**

Watch a recorded information session to learn more.



### How does the solar co-op work?

Based on the same principle as buying in bulk, co-op members purchase solar systems together to save money and share knowledge. The group uses a competitive bidding process to select a single company that will install systems on all of the participating homes. Each participant signs his or her own contract with the installer, but everyone gets the bulk discount. By going solar as a group we can save up to 20% off the cost of a solar system. You'll also have the support of the group instead of navigating an often-complicated process alone. **FL SUN and Community Power Network** are supporting the group effort. The group will complete the following process to ensure a smooth and organized experience for everyone involved:

### CONNECT TO SOLAR SUPPORTERS

Join the Florida solar conversation

Sign up for the FL SUN email list and newsletter

### JOIN A SOLAR CO-OP

[Orange County Solar Co-op](#)

[Sarasota Solar Co-op](#)

[Space Coast Solar Co-op](#)

[St. Pete Solar Co-op](#)

### LIKE US ON FACEBOOK

# GOING SOLAR WITH A CO-OP

1. LEARN ABOUT THE CO-OP  
ATTEND AN INFO MEETING AND VISIT OUR WEBSITE
2. JOIN THE CO-OP  
SIGN UP ONLINE
3. GROW THE CO-OP  
TELL YOUR NEIGHBORS!

CO-OP GETS BIDS FROM SOLAR INSTALLER

CO-OP SELECTION COMMITTEE MEETS TO CHOOSE INSTALLER(S)

**SIGN UP DEADLINE**



4. SCHEDULE SITE VISIT WITH INSTALLER TO GET CUSTOMIZED PROPOSAL
5. SIGN A CONTRACT WITH INSTALLER
6. GET SOLAR INSTALLED!
7. PARTY! CELEBRATE! SHARE!

MONTH 1 & 2

MONTH 3

MONTH 4-8

## How much will going solar with the co-op cost?

Below are estimates for the costs and incentives available for two solar installations — a small 3 kilowatt system and a large 9 kilowatt system. Your cost will almost certainly fall between these two examples, depending on how big your roof is and what you're able to afford.

## SAMPLE SOLAR CO-OP COST BREAKDOWN

<i>Example, not actual co-op pricing. System size will vary.</i>	3 kW	9 kW
System cost before incentives (about \$3.00/Watt)	\$9,000	\$27,000
Co-op discount (10-20% off)	\$1,500	\$4,500
System cost after co-op discount (about \$2.50/Watt)	\$7,500	\$22,500
30% Federal tax credit	\$2,250	\$6,750
Estimated annual electricity savings	\$493	\$1,479
<b>Total Cost (after one year)</b>	<b>\$4,757</b>	<b>\$14,271</b>

## Co-op in the news

- "League of Women Voters to start new solar co-op," Florida Today (October 2016)
- "Let the sun shine," Politico Florida Playbook (October 2016)
- "Group helps residents save money on converting to solar power," WESH-TV (October 2016)
- "Discussion on solar," Florida Today (August 2016)
- "Dueling amendments shed light on Florida's solar future," Florida Today (August 2016)

## Questions?

Learn more about solar, incentives, etc here.

Still have questions? Contact Angela DeMonbreun at [solarteam@flsun.org](mailto:solarteam@flsun.org). Be sure to mention the Space Coast Solar Co-op in the subject line.

Ready to go solar? Sign up below!

Space Coast Solar Co-op



Like Page

Be the first of your friends to like this



FL SUN shared  
League of Women Voters of Hillsborough County's post.  
3 hrs

Organizing in Hillsborough. Please attend if you are interested in making Florida number ONE in rooftop solar!

League of Women Voters of Hillsborough County



FL SUN is proud to partner with the League of Women Voters of Florida to foster solar co-ops across the state.

Search ...

## RECENT POSTS

Space Coast Solar Co-op seeks installer

How solar weathers the storm

Space Coast Solar Co-op launches

Solar electric and solar thermal: Using the sun to save money

Orange County Solar Co-op selects installer

Sign'ing up isn't a binding commitment to go solar with the group, however we ask that you're fairly certain you want to pursue a solar installation for your property. Once the co-op officially launches, we will use this information to contact you about next steps for the solar co-op.

Installers: [Click here to join our notification list](#)

Name \*

First

Last

Email \*

We'll use this email to communicate all information about the co-op, so please make sure this is your preferred email

Enter Email

Confirm Email

Phone \*

1) Street Address \*

Street Address

City

State

ZIP Code

2) Confirm address and drag map marker (where you want the solar panels to go) \*

Please click and drag the marker onto your roof so that we can be sure we're looking at the right house! If you'd like your solar system to be in a yard or field, drag the marker to where you would like the solar panels to be installed.

Enter address here

Map





What type of roof do you have? \*

How old is your roof? \*

Do you currently have any leaks or problems with your roof?

### Electricity Bill Upload

No file chosen

If you have it, please attach a copy of your electricity bill that shows your annual electricity use. It's OK if you can't find it now, but the installer will need it later.

You can attach a copy of your bill from online, or if you have a paper copy then you can attach a scan/picture of the bill.

Where did you hear about the co-op? \*

Are you interested in financing your solar system? \*

This includes interest in a loan/line of credit from a bank, or interest in leasing your system (not available in all states). These can be good options if you don't have the cash to pay upfront.

### Installer Selection Criteria

We will issue a Request for Proposal (RFP) to area installers to get bids on behalf of the group. In the RFP we will request that they provide information on price, system components, warranties, resumes, references, and information on their business. We'd like your input on additional information you would like for us to request from the installers.

When looking for a solar installer, it is important to me that they: \*

- Offer the best price
- Use higher quality equipment
- Have more experience
- Offer stronger warranties
- Are a local company
- Other - Please describe

Anything else we should know?

Do you have any questions or concerns about going solar, or any general information you'd like us to know? If you're definitely planning on replacing your roof or if you have a second property you want us to look at, this is a good place to tell us!

## Terms and Conditions

Signing up Isn't a binding commitment to go solar with the group, however we ask that you're fairly certain you want to pursue a solar installation for your property.

Entry of Participant Information into the web signup form does not bind the Participant, legally, financially or otherwise, to purchase or install any equipment, to enter into any contracts, to accept the bid or bidders approved by the Selection Committee, or to any other commitments to CPN or its affiliates. The Participant may choose to withdraw from participation in the purchase process at any time, for any reason, without liability to CPN.

Public Disclosure: CPN will charge and collect a fee of \$600 per completed contract from the solar installation company that is approved by the Bid Selection Committee and enters into a contract with Participant. This fee is not charged to you, the participant, but instead to the solar installation company if you decide to sign your contract with them. CPN does not have a preferred relationship, marketing agreement or partnership with any solar installation companies. CPN is dedicated to an open, transparent, and competitive solar market.

### About the Selection Committee

Participant authorizes CPN to coordinate the Solar Bulk Purchase process, including the issuance of a request for proposals (RFP), the evaluation of proposals submitted by bidders, and consultation with the Selection Committee to select the preferred bidder.

Any participant in the bulk purchase program is eligible to participate on the selection committee. The selection committee will evaluate all submitted bids based on the criteria indicated by member participants' on-line survey and the core items in the RFP.

Participant acknowledges and agrees that in undertaking the Project Activities CPN is not acting as Participant's agent and shall owe no fiduciary duties to Participant. The Participant acknowledges and agrees that the Selection Committee (and not CPN) shall be responsible for the final decision to select one or more bidders as the preferred provider for each Participant that acquires a photovoltaic solar system pursuant to the Solar Bulk Purchase RFP. CPN makes no representations or warranties regarding the results of the Solar Bulk Purchase RFP process and makes no guarantees with respect to the performance of any company that may be selected by the Selection Committee pursuant to the Solar Bulk Purchase RFP process.

### Indemnification

If you end up installing solar, the contract you sign is between you and the company, and not between you and CPN. We can help you however we're able, but we will not have any liabilities to you in connection with any assistance or involvement by CPN. By signing this agreement you agree to hold harmless and indemnify Community Power Network from and against any dispute, claim, injury, loss or concern related to your solar installation process or equipment.

The Parties understand and agree that: (a) Participant, and not CPN, will enter into a contract with the preferred bidder (or, if applicable, one of the preferred bidders) selected by the Selection Committee; (b) Participant will be solely responsible for all payments and all other responsibilities of the buyer or customer thereunder; (c) CPN, will have no responsibility for the operation, maintenance, repair or replacement of solar equipment located at Participant's facility nor will CPN have any responsibility for the removal of such equipment for any reason; (d) CPN, will have no responsibility for any damage or injury to, or damage or injury caused by, the solar equipment or solar installers working at the participant's property for any reason whatsoever; (e) the Participant, and not CPN, will be solely responsible for qualifying for, entering into, and complying with any financing documents with any lender in connection with any existing mortgage on the Participant's residence or in connection with providing funding for

the installation of solar equipment at Participant's facility or the payment of amounts under any lease, power purchase agreement or other arrangement in connection with such solar equipment and will be responsible for all payments and all other responsibilities of the borrower thereunder; and (f) the Participant, and not CPN, will be solely responsible for entering into any renewable energy credit agreement with a counterparty (if applicable) and for performing all of its respective obligations thereunder.

Participant hereby completely releases and forever discharges CPN and each of CPN's present, past, and future officers, directors, employees, agents, and representatives (collectively, the "Releasees") from any and all claims, rights, demands, actions, causes of action, obligations, damages, injuries, liens, and liabilities, of any and every kind, nature, and character whatsoever, including claims for indemnity, whether based in tort, contract, statute, regulation or on any other theory of recovery, whether known or unknown, and whether for equitable relief, statutory penalties, compensatory or punitive damages, disgorgement, rescission, or restitution in connection with the solar selection process involving the Participant, CPN and the Selection Committee and in connection with any solar equipment or services provided to the Participant related to such solar selection process (and any contract related thereto discussed or entered into by the Participant).

\*

Please scroll through the above Terms and Conditions box, or click the link below.

I acknowledge that I have read and agree to the above **Terms and Conditions**

SUBMIT

FL SUN is a project of [Community Power Network](#) (CPN), a network of grass roots, local, state, and national organizations working to build and promote locally based [renewable energy projects](#) and policies. CPN's founder and executive director, Anya Schoolman, formed the group after she tried to install solar on her Mt. Pleasant home in 2007 and saw how challenging the process was at the time. She [organized her neighbors](#) to help make the process easier and more affordable and has been helping others through the process nationwide ever since. CPN provides FL SUN with support and access to a national network of solar homeowners, practitioners, partners, policy experts, and policy makers.



OUR PARTNERS



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