

MEMORANDUM OF UNDERSTANDING

CITY OF MANSFIELD and ICHOOSR, LLC

This Memorandum Of Understanding (“MOU”) is by and between the City of Mansfield, Texas (the “CITY”), and iChoosr, LLC, a Delaware limited liability company (“ICHOOSR”) (each a “Party” or collectively the “Parties”) acting by and through their authorized representatives,

WHEREAS, ICHOOSR has a registered office located at 251 Little Falls Drive, Wilmington, Delaware 19808, and is registered as a Class I aggregator under 16 Tex. Admin. Code § 25.111 at the Public Utility Commission of Texas under number #80419; and

WHEREAS, the City of Mansfield, Texas, is a Home Rule city, acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Parties wish to enter into this MOU for the principal purpose of providing the residents of the City (“Residents”) with group purchasing power in the procurement of retail energy (electricity) services;

WHEREAS, the Parties intend to offer Residents an opportunity to register and participate in the Texas Power Switch program (TPS program), whereupon ICHOOSR will arrange a competitive bidding process for retail energy suppliers in order to procure competitive electricity rates for participating Residents.

NOW, THEREFORE, in consideration of the foregoing and of the agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the Parties agree as follows:

SECTION 1 - OBLIGATIONS OF THE PARTIES

The Parties acknowledge that no contractual relationship is created between them by this MOU, but agree to work together in the true spirit of partnership to ensure that there is visible support and leadership of the TPS program and to demonstrate administrative and managerial commitment to TPS program by means of the following services.

SECTION 2 – COOPERATION & RESPONSIBILITIES

The activities and services for the TPS program shall include, but not be limited to:

A) ICHOOSR shall:

1. Organize and help CITY actively promote at least three (3) programs each calendar year within the CITY, via agreed upon marketing and communications efforts as set out in the Program Communications Plan.
2. Organize three (3) programs per year which shall be made available to all city residents residing in a deregulated electric service territory.
3. Provide the CITY with webpages and hyperlinks to the Texas Power Switch website platform to facilitate registration, auction, and switching of residents.
4. Set out information for Residents within its website about the Program including the fact that participation is free and provides them with no obligation to accept any winning retail energy supplier’s offer, including Information pages and a Frequently Asked Questions section.
5. Subject to relevant electricity laws and regulations, arrange for a competitive bidding process for a retail energy contract of at least one year, with options for longer terms (e.g. 24- or 36- month contracts) depending on market stability to procure favorable longer term pricing for residents. ICHOOSR will decide on the type of supply contract.

6. Arrange for a solicitation for retail energy suppliers for the purpose of providing retail energy services to participating Participants, while not guaranteeing that the solicitation will result in a market-leading offer.
7. Provide Customer Service, inclusive of a toll-free phone number for the Program, and maintain a Texas based Customer Care Call Center for this program.
8. Upon request from CITY, provide reports detailing the number of participants in the TPS program and the number of people who have confirmed that they wish to switch to the prevailing retail energy supplier(s). Such reports to be electronically accessible to the CITY.
9. Provide the option to carry out surveys among Residents or any sample thereof that it selects in order to obtain Residents' views in connection with the Program.
10. Obtain the CITY's prior approval for all marketing communications before posting, publishing or distributing such communications.

B) the CITY shall:

1. Host and actively promote at least two (2) Programs each calendar year with ICHOOSR, via mutually agreed marketing and communication efforts as established in the Program Communication Plan that will be drawn up during a one-on-one meeting between ICHOOSR and CITY representatives, and then shared during a kick-off meeting between the CITY and ICHOOSR.
2. When necessary organize a kick-off meeting, and follow-up meetings or calls, with ICHOOSR at the CITY's premises, where CITY staff that have a role in the Program will attend.
3. Promote the TPS program prominently on the home page of the CITY's web domain throughout the term of the TPS program.
4. Allow ICHOOSR to utilize the city logo / emblem for purposes of promoting the program to CITY residents. All uses of the city logo / emblem will be pre-approved by the CITY.
5. Include information regarding the TPS program in any CITY newsletters and/or bill inserts that are sent to residents.
6. Send one (1) email to city residents per 4-month program period, making residents aware of the TPS program, and the potential benefits that they might receive by registering for the program.
7. Include information regarding the TPS program on the CITY's web page, briefly explaining the TPS program and providing a hyperlink to the CITY's registration pages on the Texas Power Switch platform, by using unique URLs which will be provided to the CITY by ICHOOSR for tracking purposes.
8. Obtain ICHOOSR's prior approval for all marketing and other communications before posting, publishing, transmitting or distributing such TPS program communications in any way.
9. Not during the term of a Residential Customer Agreement, without the prior written consent of ICHOOSR, directly contact by email, letter or telephone anyone who has entered into a Residential Customer Agreement with the prevailing retail energy supplier in an attempt to persuade that person to switch their electricity services to an alternative supplier.

SECTION 3 - RESOURCES

CITY shall provide one (1) or two (2) point(s) of contact to ICHOOSR, so that ICHOOSR may work with point(s) of contact to promote the program. CITY effort is estimated to be no more than eight (8) hours every 4 months, or a total of twenty-four (24) hours per calendar year.

ICHOOSR shall provide all other resources including the website, social media content, any brochures, Customer Care Center with a 1-800 contact number for questions about program, and dedicated resource staff to support the program for the CITY.

SECTION 4 - LIABILITY

No liability will arise or be assumed between either Party as a result of this MOU. This MOU shall not be interpreted to give rise to any form of indemnification for any Party for any action, dispute, damage, claim, or otherwise, arising from this MOU or the TPS program.

SECTION 5 - LENGTH OF AGREEMENT

The arrangements made by the parties of this MOU shall remain in effect from 04/26/2021 ("Effective Date") for a period of three (3) years, at which time the MOU will automatically renew annually on the contract effective date.

SECTION 6 - TERMINATION

Either party may terminate this MOU for any reason with 60-days advance written notice.

SECTION 7 - UNDERSTANDING

It is mutually agreed upon and understood by both Parties of this MOU that:

1. Each Party will work together in a coordinated fashion for the fulfillment and success of the TPS program to the extent described. This MOU is not intended to, and does not, create an employment or agency relationship between the parties or between any party and any other person.
2. In no way does this MOU restrict either Party from participating in similar agreement with other Public or Private agencies, organizations, and individuals.
3. To the extent possible, each Party will participate in the development and success of the program.
4. Nothing in this agreement shall obligate either Party to the transfer of any funds. Both parties mutually agree that there is no financial arrangement between ICHOOSR and CITY.
5. This MOU is not intended to and does not create any right, benefit, or trust responsibility.
6. This MOU is effective upon signature and date from both Parties.
7. To the extent that any action, claim or dispute arises from this MOU, it shall be governed by the laws of the State of Texas. Venue for any such action, claim or dispute shall be in Tarrant County, Texas.

SECTION 8 - SUPPORT OF THE GOALS, RESPONSIBILITIES, AND OBJECTIVES

The MOU has been signed by authorized representatives of ICHOOSR and CITY. This MOU shall be effective as of the date first written above.

iChoosr LLC

City of Mansfield, Texas

JP HARPER

Name

Joe Smolinski

Name

Vice President

Title

City Manager

Title

Signature

Signature

Date

Date