



This agreement, on January 25, 2023 states the partnership details of Ocala Electric Utility (hereinafter "Partner") and the Arbor Day Foundation (ADF) for the Energy-Saving Trees Program beginning February 1, 2023, and ending June 30, 2023.

### Partnership Details

- Partner is providing \$10,000 total funding for Energy-Saving Trees program.
- Funding equates to 280 total trees:
  - 140 trees at \$47 per tree reserved within the website.
  - 140 trees at \$25 per tree for event giveaway.
- Tree distribution will be done as a hybrid model, with pre-reserved trees to be mailed to participants and remaining trees to be delivered to an event site.
- *In the case that the event is cancelled, and Partner decides to have all 280 trees mailed to participants, then the cost for the 140 event trees would increase to \$47 per tree for a total program cost of \$13,160.*
- Partner will provide all details for website creation by February 24, 2023.
- Tree orders will ship to participants in Spring between April 1 and June 15
- 140 trees will be bulk transported to partner 24-48 hours before the event date.
- ADF will launch online platform for reservations in March, per the date determined by both parties. (Dependent on all details being received by Partner)
- Trees will be offered for FREE to participants, 1 tree per household.
- Validation will be setup for geo-lookup through zip codes.
- ADF will email final program invoice to thoff@ocalafl.org by June 1, 2023.

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## Partnership Scope-of-Work

### As a part of this partnership, Partner agrees to:

- Pay agreement amount per tree to distribute the full quantity of trees to participants in your decided upon geography. All trees (at minimum 85% of these) will be pre-reserved and captured in the Energy-Saving Trees online reservation tool.
- Complete and submit the online application where you will provide a tree species wish list to ADF: <https://est.arborday.org/Application/Company>
- Choose tree species from availability list provided by ADF. (Species substitutions sometimes need to happen due to crop failures or growth/quality issues. If this scenario occurs, ADF will work with Partner to discuss interchangeable species.)
- Provide eligible zip codes, tree event details, terms and conditions and welcome message copy to ADF according to agreement timeline.
- Review this scope-of-work document provided by ADF which details the partnership. Provide edits needed and sign document within 14 days of receipt.
- Promote the program through multiple marketing channels which may include direct mail campaigns, email campaigns, search engine marketing, web site promotions, press releases, social media and other channels.
  - A formal marketing plan, including a timeline and verbiage details will be shared with ADF before the launch of your program. (This marketing plan will include additional marketing tactics that will happen during last 1-2 weeks prior to program end date, if 90% of the trees are not yet reserved.)
  - All marketing activities using the Energy-Saving Trees or Arbor Day Foundation logo must be sent to and approved by ADF.
- Deliver checks/payments to the Arbor Day Foundation within 30 days of receipt of invoice to:

Arbor Day Foundation  
Attn: Accounting  
P.O. Box 80208  
Lincoln, NE 68501

#### In case of direct mail model--

- In the case that trees are not depleted by the program end date, Partner shall assume the sole responsibility and cost of the remaining inventory of trees and determine where to utilize remaining trees for future use.
- Decisions for where remaining trees will be made by Partner within 14 days of close of program. After 14 days, ADF will determine and make arrangements for remaining trees / funding to be donated to a local tree group, forest, or community in need within our network.

#### In case of pickup event model--

- In the case that trees are not depleted prior to the pickup event date or in the case of remaining trees that were not picked up, Partner shall assume the sole responsibility and cost of the remaining inventory of trees and determine where to utilize remaining trees.
- Determine and organize the designated location(s) for these trees to be picked up by participants, along with plan and staff the scheduled tree pickup events.
- Arrange location for trees to be delivered, stored, secured 24-48 hours before your event.
- Provide pickup event details to ADF by date specified in agreement terms. This includes event dates, times, locations, delivery address for trees and any special instructions. Partner will assume responsibility for unloading trees from truck.

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**As a part of this partnership, the Arbor Day Foundation agrees to:**

- Provide a pre-selected list of available tree species for Partner to choose from.
- Source specified quantity of containerized trees for Partner's program.
  - In case of direct mail model--
    - Trees are to be pre-reserved and shipped directly to participants' residences by ADF vendor.
    - Insert planting/care instructions with tree shipments to residents.
    - In the case that trees are not depleted by the end ship date, trees will be available for a final bulk shipment to location determined by Partner or ADF can provide a recommendation to an Alliance for Community Trees member in the Partner's area.
  - In case of pickup event model--
    - Trees are to be bulk transported to Partner event site 24-48 hours before event.
- Maintain Energy-Saving Trees website for Partner:
  - Provide a custom url for Partner's reservation website.
  - Create and customize tree reservation website per Partner's provided details.
  - Setup program per the delivery model chosen by Partner.
  - Launch website per terms launch date where trees will be reserved by participants for planting in pre-approved, strategic planting zones to reduce energy usage.
  - Website customizations to include:
    - Approved Partner logo
    - Interactive mapping tool
    - i-Tree Tools research on the long-term benefits of specific trees planted around customer's house (including energy savings, air quality, and carbon emissions)
    - Customized welcome message and terms and conditions statement (will require each participant to accept these terms for each order submitted.)
    - Order confirmation email will vary slightly depending on program model that customer has selected. Email will include a map showing the agreed upon energy saving planting location.
    - Provide a specific toll-free customer service line to answer participant questions surrounding the program.
    - Pre-event reminder email
- Provide the Energy-Saving Trees and Arbor Day Foundation logo to be used in advertising and marketing materials upon approval by the Arbor Day Foundation.
- Provide access to an online marketing toolkit for samples/templates of promotional materials.
- Collect and provide a wait list of Partner participants who express interest after trees are depleted.
- Provide an invoice to Partner via email. Payment due within 30 days of receipt of Invoice.
- Provide dashboard login access to allow Partner to access and download all data related to this program including all customer orders and environmental data.
- Work with Partner for post-program survey to be sent to participants.
- Provide program summary report to Partner. Report to include statistics about programs energy benefits (kWh and therms conserved) and community benefits (lbs of CO2 sequestered and avoided, gallons storm water conserved, lbs of air filtered) and other Key Performance Indicators. Report will be sent to Partner, as shown above.
- Will indemnify and hold harmless Partner, its officers, directors, employees and affiliates from and against any and all claims, liabilities, losses, costs, damages or expenses (including court costs and reasonable attorney's fees) due to damages or losses suffered by third parties in connection with the operation of this letter and agreement.

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