

COLUMBIA HEIGHTS NATURALLY OCCURRING AFFORDABLE HOUSING (NOAH) LOAN PROGRAM ORIGINATION AGREEMENT

This HOME IMPROVEMENT PROGRAM ORIGINATION AGREEMENT ("Agreement"), dated this day of _____, 2025, is made by and between the COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic and political subdivision of the State of Minnesota acting through the CITY OF COLUMBIA HEIGHTS COMMUNITY DEVELOPMENT DEPARTMENT, with offices at 3989 Central Ave NE, Columbia Heights, MN 55421 ("Authority"), and CENTER FOR ENERGY AND ENVIRONMENT, a Minnesota nonprofit corporation with offices at 212 3rd Avenue North, Suite 560, Minneapolis, Minnesota 55401 ("CEE").

RECITALS

- A. The Authority has a need for certain professional services and desires to retain CEE to provide said services, all subject to the terms and conditions contained in this Agreement.
- B. CEE is qualified to provide the desired professional services and desires to provide said services for the Authority, all subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows:

1. Services/Scope of Work

- 1.1 CEE shall in conjunction with the Authority develop and deliver the City of Columbia Heights Naturally Occurring Affordable Housing (NOAH) Loan Program (hereinafter the "Program") and more fully described in Exhibit A attached hereto. All activities delivered under the Program shall be coordinated with the Authority's designated representatives, including the Community Development Director and the Community Development Coordinator.
- 1.2 CEE shall assist the Authority staff in marketing the Program. This will include, but is not limited to posting the Program on the CEE website and creating an information sheet about the loan program.
- 1.3 The funding source is exclusively from the Authority.

2. Compensation

- 2.1 The Authority shall compensate CEE for services provided under this Agreement according to the schedule in Exhibit B attached hereto.

The Authority shall compensate CEE only for services completed.

- 2.2 Upon request, CEE will provide additional marketing services. Hourly rates are inclusive of all overhead expenses and will be charged only for hours directly related to

marketing. CEE will be reimbursed by the Authority for any non-labor, out-of-pocket expenses, relating to these services on a dollar-for-dollar basis with no mark-up.

2.3 CEE shall invoice the Authority not more than **once** each month. The Authority shall pay CEE within 30 days of receipt of the invoice.

3. CLIENT's Obligations

- 3.1 If requested by CEE, the Authority shall make reasonable efforts to respond promptly to requests from CEE for information and approvals regarding the services to be provided under this Agreement.
- 3.2 If requested by CEE, the Authority shall make reasonable efforts to obtain information and or permission for access from clients which may be necessary for CEE to provide the services under this Agreement.
- 3.3 The Authority shall provide sufficient funding to fund eligible Authority-funded loans. The Authority shall determine the amount of funds allocated to the Program.
- 3.4 The Authority shall establish eligibility for the Program and shall provide these criteria in writing to CEE prior to commencement of any marketing efforts .
- 3.5 The Authority shall make reasonable efforts to respond promptly to requests from CEE for information and approvals regarding the services to be provided under this Agreement.

4. CEE's Obligations

- 4.1 CEE shall use its best efforts to provide services under this Agreement in a professional manner consistent with the care and skill used by reputable members of CEE's profession.
- 4.2 CEE, and all of its employees or agents, shall comply with all statutes, ordinances, rules, regulations and other laws applicable to the provision of services under this Agreement.
- 4.3 CEE shall secure all permits and licenses required for performance of the services under this Agreement.
- 4.4 CEE shall not engage in discriminatory employment practices against any employee or applicant for employment and shall in all respects comply with all federal, state and local laws, regulations and orders, including without limitation, Chapter 363 of the Minnesota Statutes, as amended from time to time. Failure to comply with the provisions hereof shall be deemed a material default under this Agreement.

5. Term and Termination

- 5.1 Unless earlier terminated as provided in the following paragraphs, this Agreement shall become effective on the date of this Agreement, as set forth in the introductory paragraph hereof, and continue through December 31, 2028, contingent on the City of Columbia Heights continuing to receive funding from the State of Minnesota through the Local Affordable Housing Aid program.
- 5.2 This Agreement may be terminated by either party, for any reason or no reason, immediately upon written notice to the other party. In the event this Agreement is terminated by CEE prior to the expiration of the term set forth in paragraph 5.1, the Authority shall compensate CEE for all services delivered through the date of termination and CEE shall provide the Authority with such information as the Authority may request regarding the status of the Program.
- 5.3 Any termination of this Agreement shall not release either party from their respective obligations under sections 7 and 8 of this Agreement.

6. Insurance

- 6.1 During the term of this Agreement, CEE will obtain and maintain insurance in the amounts listed below:

General Liability	\$2,000,000	Aggregate Limit
Automobile Liability	\$1,500,000	Combined Single Limit
Excess Liability	\$1,000,000	Aggregate Limit
Workers Compensation		As Prescribed in Minnesota Statutes, Chapter 176 and by Minnesota Department of Labor and Industry
Cyber Liability (unless already included in General Liability)		

7. Liability and Indemnification

- 7.1 CEE represents that the services to be provided under this Agreement are reasonable in scope and that CEE has the experience and ability to provide the services.
- 7.2 CEE warrants that any services provided hereunder shall be done in a professional and workmanlike manner.
- 7.3 CEE shall indemnify, defend and hold harmless Authority and the City and their respective officers, directors, members, employees and agents from and against any and all claims, damages, losses, injuries and expenses (including attorneys' fees and damages for death, personal injury and property damage) which Authority or City may incur as a result of any act or omission by CEE in providing services under this Agreement.
- 7.4 Pursuant to the terms of Minnesota Statutes § 466.07, subject to the limitations in section 466.04, the Authority and the City will defend and indemnify any of their respective officers and employees, whether elective or appointive, for damages, including punitive damages, claimed or levied against the officer or employee, provided that the officer or employee: (1) was acting in the

performance of the duties of the position; and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

8. Confidentiality

Unless otherwise agreed by Authority in writing, CEE shall maintain in confidence and not disclose to any third party any information obtained regarding the Authority and/or any of Authority's clients for which CEE is providing services; provided, however, that this obligation to maintain confidentiality shall not apply to:

- a) Information in the public domain at the time of disclosure;
- b) Information which becomes part of the public domain after disclosure through no fault of CEE; or
- c) Information which CEE can demonstrate was known by it prior to the date of this Agreement.

Notwithstanding the foregoing, CEE shall be entitled to disclose the documents or client information covered by this paragraph to governmental authorities to the extent CEE reasonably believes it has a legal obligation to make such disclosures and to the extent CEE reasonably deems to be necessary; provided, however, that if CEE believes that any such disclosure is required by law, it shall provide advance notice to the Authority to provide the Authority with a reasonable opportunity to attempt to obtain an injunction or other protective order preventing such disclosure.

9. Relationship of Parties

CEE will provide services as an independent contractor under this Agreement. Neither CEE, nor any of its employees or agents, shall be considered employees of the Authority for any purpose, and neither shall CEE be eligible for any compensation or benefits which the Authority may provide to its employees from time to time. CEE shall be solely responsible for all employment and other taxes applicable to providing services hereunder, and the Authority will not withhold any taxes or contributions from the compensation payable to CEE under this Agreement.

10. Notices

All notices, requests, demands and other communications required to be given in writing under this Agreement shall be given to the other party in person or by mail as provided in this section. If delivered personally, notice shall be deemed to have been duly given on the date of delivery. If delivered by mail, such notice shall be sent via first class U.S. mail, postage prepaid, to the address set forth at the beginning of this Agreement or such other address as a party may otherwise request by written notice, and notice shall be deemed duly given three (3) business days after mailing.

11. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their

respective heirs, successors and assigns; provided, however, that neither party shall assign or transfer in any manner, this Agreement or any portion hereof without the prior written consent of the other party, and any attempt to assign or transfer without prior written consent shall be void and of no effect.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. Miscellaneous

- 13.1 Headings and captions used in this Agreement are for convenience only and shall not affect the meaning of this Agreement.
- 13.2 This Agreement contains the entire agreement of the parties and supersedes all prior agreements, discussions and representations, written or oral, concerning the subject matter hereof.
- 13.3 No waiver by the Authority of any term or condition of this Agreement or any document referred to herein shall, whether by conduct or otherwise, be construed as a waiver or release of any other term or condition of this Agreement.
- 13.4 This Agreement may only be amended in a written agreement signed by both parties.
- 13.5 Except as expressly set forth in section 7, the rights and benefits under this Agreement shall inure solely to the benefit of the Authority and CEE, and this Agreement shall not be construed to give any rights, benefits or causes of action to any third party.
- 13.6 The invalidity or partial invalidity of any provision of this Agreement shall not invalidate the remaining provisions, and the remainder shall be construed as if the invalidated portion shall have never been a part of this Agreement.
- 13.7 CEE shall comply with the provisions of Minnesota Statutes Chapter 13 (Government Data Practices) that are applicable to the Authority and shall not disseminate any information concerning loan requests of the borrowers without the prior written approval of the Authority.
- 13.8 This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

By: _____

Its:

Date: _____

By: _____

Its:

Date: _____

CENTER FOR ENERGY & ENVIRONMENT

By: _____
Stephanie Haddad

Its: Chief Operating Officer

Date: _____

Tax ID # 41-1647799