

PROFESSIONAL SERVICES AGREEMENT
(Financial Services for Sustainable Property Improvements)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **CITY of Lake Worth Beach**, a Florida municipal corporation (“CITY”) and **Solar and Energy Loan Fund of St. Lucie County, Inc.**, a Florida not-for-profit corporation (“SELF”).

RECITALS

WHEREAS, low- and moderate-income (LMI) communities are disproportionately affected by the rising costs of housing, inflation, property insurance, and energy bills, and the increasing frequency and impacts of heat waves and major storm events, and they often include older structures which may be outdated, inefficient, unhealthy, and/or unsafe, and therefore exacerbate these many problems; and

WHEREAS, Florida is facing an affordable housing crisis, inflation and stagnant wages, rising interest rates and restricted credit markets, and is still recovering from multiple major hurricanes and a global pandemic, so there are many critical needs for innovate and accessible financing to help LMI property owners, landlords, and affordable housing developers retrofit and upgrade existing affordable housing units and build new sustainable and resilient affordable housing units; and

WHEREAS, many LMI households and individuals with lower credit scores are unable to secure financing from traditional lenders at affordable rates, if at all, in order to complete much needed repairs and improvements, such as energy efficiency and resilience, and most LMI households have not participated in or benefited from the fast-emerging clean energy economy and related rebates and tax-credits; and

WHEREAS, SELF is a non-profit Loan Fund established in 2010 and certified by the U.S. Treasury Department as a Community Development Financial Institution (CDFI), with a mission to increase access to innovative and affordable financing for sustainable property improvements, with a focus on LMI households (Green Home Loans) and special programs for veterans, female heads of household, disabled people, and individuals with less than stellar credit scores who must otherwise rely on high interest rate credit cards, payday loans, pawn shops, and/or have no financing options at all; and

WHEREAS, SELF provides financial inclusion to underbanked and unbanked communities to advance energy equity and sustainable building practices via unsecured micro-loans based on the applicant’s financial history and ability to pay, not credit scores; and therefore fills financial gaps to help LMI households and businesses advance efficiencies, safeguard families and properties, and utilize state-of-the-art technologies to achieve meaningful savings in energy, water, and insurance bills; and

WHEREAS, SELF and the CITY desire to work together to expand SELF’s financing programs to homeowners and property owners within the CITY’s Utility Service Area to achieve more energy efficiency, solar, storm resilience, and other sustainable building practices, with a focus on SELF’s Green Home Loans, which typically include: home repairs, most often roofs and HVAC; as well as upgrades, such as impact windows and doors, central water and sewer conversions, solar and battery technologies, home EV charging stations, and mobility and aging in place; and

WHEREAS, SELF is also developing new loan products for landlords (SEER loans) and affordable housing developers (SAGE loans) to retrofit existing affordable housing units and to build new sustainable/resilient affordable housing projects; which may also be useful in the CITY; and

WHEREAS, the historic new Climate Bill will provide new and unprecedented opportunities in the coming months and years to achieve energy equity and clean energy all across America through low-

cost capital and grants; and, as the first and only non-profit Green Bank in Florida, with a 12-year track record of nationally-recognized success and a focus on energy equity, SELF is well positioned to help the CITY and/or Utility secure additional low-cost capital and grants; and,

WHEREAS, the CITY and SELF desire to enter this Agreement, which both parties find is in the best interests of the CITY and its residents and serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: SELF’S SERVICES. As more specifically set forth in the SELF’s scope of services which is attached hereto as **Exhibit “A”** and incorporated herein, SELF shall provide below market rate financing (i.e., unsecured personal loans) to all qualifying homeowners in the CITY’s Utility Service Area, with an emphasis on Green Home Loans for LMI homeowners, seniors, veterans, and female heads of household, and disabled homeowners. Sustainable home renovation projects shall focus on energy efficiency, storm resilience and solar ready roofs, assorted solar technologies, accessibility and aging in place, septic to sewer conversions, and water conservation and water quality improvement projects. The local SELF representative will provide private consultations with local homeowners and engage in extensive community outreach. The new fulltime Loan Officer for the CITY will also focus on local contractor recruitment and work closely with CITY staff and local elected officials, as reasonably requested. SELF will also consider further opportunities for landlord loans and gap financing for affordable housing developers as well as potential collaboration regarding the new Climate Bill. This Agreement does not authorize SELF as a Property Assessed Clen Energy (PACE) provider in the City of Lake Worth Beach, Florida or Palm Beach County, Florida.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that SELF will act hereunder as an independent contractor and none of the SELF’s, officers, directors, employees, independent SELF, representatives or agents performing services for SELF pursuant to this Agreement shall have any claim under this Agreement or otherwise against the CITY for compensation of any kind under this Agreement. The relationship between the CITY and SELF is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) **Term.** The term of this Agreement shall commence upon the effective date of this Agreement (as defined below) and shall be for a three (3) year term unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

(b) **Time for Completion.** Time is of the essence in the performance of this Agreement. The SELF shall at all times carry out its duties and responsibilities as expeditiously as possible.

(c) **Termination without cause.** Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(d) **Termination for cause.** Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party

with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(e) Early Termination. If this Agreement is terminated before the completion of all services by either party, SELF shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the CITY in the format acceptable to CITY.
3. Continue and complete all parts of the services that have not been terminated.

(f) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the CITY is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and the Exhibit hereto) are subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify SELF of such occurrence and either the CITY or SELF may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the CITY of any kind whatsoever; however, CITY shall pay SELF for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION

(a) Payments. The CITY agrees to pay SELF **One Hundred Thousand Dollars (\$100,000)** per year for the services to be provided by SELF as set forth herein and Exhibit "A" to wit: upon receipt of SELF's quarterly report and invoice and approval of the same by the CITY, the CITY shall make a quarterly payment of **Twenty-Five Thousand Dollars (\$25,000)** to SELF. The CITY shall not reimburse the SELF for any additional costs incurred as a direct or indirect result of the SELF providing services under this Agreement.

(b) Invoices. The SELF shall render quarterly reports as described in Exhibit "A" and invoices to the CITY for services that have been rendered in conformity with this Agreement in the previous quarter. The invoices shall specify the services performed consistent with the requirements of Exhibit "A". Invoices will normally be paid within thirty (30) days following the CITY's receipt of SELF's invoice and approval of the same.

SECTION 6: CITY SUPPORT. In addition to the compensation to be paid to SELF as set forth herein, the CITY also agrees to provide office and meeting space for SELF to meet with residents in its performance of this AGREEMENT. Office space will include space for the fulltime SELF personnel to meet privately with clients during regular CITY business hours. SELF will coordinate with the CITY's Electric Utility Director or designee on the office space. Meeting space includes space for public meetings and for larger

group client consultation meetings. The meeting space will be of adequate size for the attendees and be based on availability. SELF will coordinate with the CITY and communicate its needs for meeting space for public meetings at least two (2) months in advance and for client consultation meetings preferably one (1) week, but no less than one (1) business day in advance of the desired meeting. The meeting space will be provided at no cost to SELF and will include internet access. The CITY will not provide telephone, copying, printing, or computer services or equipment. The CITY also agrees to allow SELF to disseminate public information about financing opportunities available through SELF in CITY facilities. The CITY also agrees to recognize SELF as a financing option for residents in conjunction with various CITY programs, and to assist SELF with broad community outreach through the CITY's website, utility bill inserts, and other appropriate means as determined by the CITY. Any news release or other type of publicity pertaining to the services performed by SELF pursuant to this Agreement must recognize the contribution of the CITY. SELF must recognize the CITY for its contribution in all promotional materials and at any event or workshop for which CITY funds are allocated or the CITY hosts (in whole or in part). Any news release or other type of publicity must identify the CITY as a funding source. In written materials, the reference to CITY must appear in the same size letters and font type as the name of any other funding sources. All such public recognition must be reviewed and approved by the CITY's City Manager, as to the recognition of the CITY, prior to its release.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. SELF represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder shall be performed by SELF or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to SELF under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the SELF shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The CITY is exempt from payment of Florida State Sales and Use Tax. SELF is not authorized to use the CITY's Tax Exemption Number.

SECTION 11: INDEMNIFICATION AND INSURANCE.

(a) SELF on behalf of its officers, employees, contractors, assigns, agents, and representatives shall indemnify, hold harmless, and defend the CITY, its officers, employees, agents, and representatives (all of the foregoing shall hereinafter collectively be referred to as the "INDEMNIFIED PARTIES") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at all times including trial and appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by SELF, its employees, agents, contractors, assigns, and officers during performance of this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the INDEMNIFIED PARTIES by any employee of SELF, any contractor, assign, or

anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The indemnification obligation under this Section shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for SELF or any contractor under workers' compensation acts, disability benefit acts or other employee benefit acts. For avoidance of doubt, this indemnification provision shall survive the expiration or termination of this Agreement.

(b) Prior to commencing any services, SELF shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the CITY and SELF. All such insurance policies may not be modified or terminated without the express written authorization of the CITY.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile policies will name the CITY as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the CITY by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that SELF has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve SELF of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The CITY and SELF each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held exclusively in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. SELF shall maintain adequate records to justify all payments made by the CITY under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at SELF's place of business. In no circumstances will SELF be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION.

(a) SELF shall not discriminate on the basis of actual or perceived race, color, sex, age, religion, national origin, physical handicap or other disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, contracting and procurement activities, and credit extension practices.

(b) SELF shall also comply with the requirements of all applicable federal, state, and local laws, rules, regulations, ordinances, and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances, and executive orders are incorporated herein by reference.

SECTION 17: AUTHORITY TO PRACTICE. SELF hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. SELF acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The SELF will advise the CITY immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to SELF, shall be sent to:

Solar and Energy Loan Fund of St. Lucie County, Inc.
ATTN: Executive Director for SELF

2400 Rhode Island Avenue
Ft. Pierce, FL 34950

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The CITY and SELF agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the CITY reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event SELF fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and CITY may at its option provide notice to SELF to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the CITY's City Commission. The Effective Date is the date this Agreement is executed by the CITY.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the SELF acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. SELF has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of

this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, reports, invoices, or other work products which are listed as deliverables by the SELF in Exhibit “A” to the CITY shall become the property of the CITY. SELF may keep copies or samples thereof and shall have the right to use the same for its own purposes. The CITY accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of SELF, the undersigned hereby represents to the CITY that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of SELF for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. SELF shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY’s custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if SELF does not transfer the records to the CITY.
- (d) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of SELF or keep and maintain public records required by the CITY to perform the service. If SELF transfers all public records to the CITY upon completion of the Agreement, SELF shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If SELF keeps and maintains public records upon completion of the Agreement, SELF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’s custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF SELF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SELF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential

Information”) obtained from the other party (the “Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES.

(a) SELF certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the SELF or any of its subcontractors are found to have submitted a false certification; or if SELF or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, SELF certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the SELF, or any of its subcontractors are found to have submitted a false certification; or if ELF or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) SELF agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) SELF agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

(e) SELF agrees that if it or any of its subcontractors’ status changes in regard to any certification herein, the SELF shall immediately notify the CITY of the same.

(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, to the extent applicable, SELF shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this

Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

(d) Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the SELF may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Financial Services for Sustainable Property Improvements) as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, CITY Attorney

By: _____
Financial Services Director

SELF: **Solar and Energy Loan Fund of St. Lucie County, Inc.**

[Corporate Seal]

By: _____
Print name:
Print Position:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____, 2023, by _____, as the _____ **Solar and Energy Loan Fund of St. Lucie County, Inc.**, a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind SELF to the same.

Notary Public Signature

Notary Seal:

EXHIBIT A SCOPE OF SERVICES

SELF shall provide the following services in accordance with the Agreement.

1. **General Financing program:**

- A. SELF shall raise up to \$1.5 million of low-cost loan capital from multiple outside sources, including but not limited to, banks, faith-based organizations, foundations, private investors, worldwide crowd funding, and *potentially* the CDFI Fund and forthcoming Climate Bill.
- B. SELF shall deploy low-cost loan capital to homeowners for sustainable building practices, energy efficiency, resilience, clean energy alternatives, health and safety, and local green jobs.
- C. SELF shall provide below-market rate financing for unsecured personal loans with interest rates starting as low as 5% fixed.
- D. SELF Green Home Loan financing may be used for a variety of sustainable home improvement projects, including but not limited to the following:
 - (1) Energy conservation and efficiency (e.g. weatherization, high-efficiency AC, LED);
 - (2) Renewable energy (e.g. solar water heaters, solar PV, and solar attic fans);
 - (3) Wind-hazard mitigation (e.g. roofs, impact windows and doors, and hurricane shutters);
 - (4) Water conservation (e.g. low-flow irrigation systems and rain barrels);
 - (5) Water quality loans, including but not limited to septic to sewer conversions and lateral line repairs and rehabilitations;
 - (6) Disability products (e.g., wheelchair ramps, bathroom retrofits); and
 - (7) Other projects authorized under Community Development Financial Institution (CDFI) guidelines and SELF's governing documents.
- E. SELF shall expand its lending activities in the City of Lake Worth Beach and provide a minimum of \$500,000 in financing capital annually for homeowners within the CITY's utility service area.
- F. SELF will also explore and consider additional financing options for local solar co-op projects, landlord loans (SEER) and affordable housing developers (SAGE).

2. **Client Project Coordination:** SELF shall provide basic project coordination b prescreening all contractors, checking pricing, and assisting with quality control (i.e., building inspections) for participating homeowners to guide them from the early stages of financing to the completion of their project(s). Specifically, SELF will prescreen all participating contractors to verify proper licenses and insurance, review individual quotes to ensure fair pricing and protect against price gouging, and confirm the quality of contractor's work with local building inspections and the homeowner before making final direct payment to the contractor. Project management shall also include steering potential clients to other, better-suited and/or lower cost options if they are available. SELF does not serve as the participating homeowners' project manager or contractor, who is/are responsible for the design, product type, warranties, workmanship, subcontractors, building permits, and the overall success of the construction project.

3. **SELF Network & Job Creation:**

- A. SELF shall establish a network of local contractors approved to complete SELF financed projects and maintain an adequate network of contractors for the work to be performed and provide quality control of the contractors in its network.
- B. SELF shall work with local builders' associations, local businesses, and other interested parties to increase contractor participation in the program, including female and minority-owned contractors, through the following activities:
 - (1) Establish a network of locally approved contractors to complete SELF financed projects. SELF shall prescreen all contractors to confirm proper licenses, insurance, and a good track record, including possible complaints against the contractor and shall perform periodic quality control

on each contractor in the network. SELF will remove contractors from the network for failure to maintain the required documentation and good standards. SELF shall not charge contractors for participation in the network or for receiving financing for individual projects. SELF may make optional bridge loans available for qualified contractors on a per project basis for a nominal fee. SELF shall pay the contractors directly after the projects have been inspected and approved by local building officials.

- (2) Strive to have projects completed by local contractors within the City of Lake Worth Beach, to the greatest extent possible.
 - (3) Hold quarterly meetings and outreach events with local contractors to foster participation in the program and advance full understanding of program guidelines, parameters, and benefits.
4. **Reporting and Coordination:** SELF shall provide the CITY with impact reports, as described in this Section 4, and meet regularly with CITY staff and elected officials to discuss those reports and on-going activities.
- A. SELF shall submit reports on a quarterly basis, in accordance with the schedule set forth in Section 7 of this Exhibit. The Annual Report submitted at the conclusion of each year must provide information for the SELF's activities during the fourth quarter and during the year, and it will be considered an Annual Report for purposes of the Agreement.
 - B. Each report must contain the following information:
 - (1) Summary of the deliverables completed, including any item listed in Section 8 of this Exhibit;
 - (2) Each Performance Measure, as described in Section 5 of this Exhibit;
 - (3) Success stories, including testimonials from clients and participating contractors; and
 - (4) Summary of challenges and issues to resolve.
 - C. Each report shall be provided in a format agreed upon by SELF and the CITY along with a summary of any challenges or issues that are ongoing or anticipated to arise in the next twelve months.
5. **Reporting of Performance Measures:** Each report shall describe SELF's success in meeting the Performance Measures listed in Section 8 of this Exhibit as follows:
- A. Each Performance Measure must be accounted for over the following time periods (as applicable):
 - (1) Quarterly;
 - (2) Year-To-Date; and,
 - (3) Trailing Twelve Months.
 - B. Each Performance Measure must be separated into the following groups when applicable:
 - (1) Target Markets;
 - (2) CITY limits; and,
 - (3) Lake Worth Beach Utility Service Area.
6. **Community Outreach:**
- A. SELF shall conduct at least four (4) community outreach events in the CITY each year to promote and educate the general public, targeted populations, and area contractors about assorted programs and services.
 - B. SELF shall work with the City on assorted community outreach events, and coordinate closely with the City's utility on its energy auditing program.
 - C. SELF shall work in partnership with area banks, credit counseling organizations, the City, and other interested parties to help populations in financial distress rebuild their credit by doing at least the following:
 - i. Facilitate a minimum of two (2) credit rebuilding seminars per year to help SELF's clients and City residents improve their credit, qualify for the program, and obtain lower interest rates; and
 - ii. Assist credit-impaired, or individuals with no credit history to secure financing for sustainable home improvement projects and thereby help them build and improve their

credit scores in the process.

7. Deliverables & Schedule:

Item	Deliverables	Schedule
A	<u>90-Day Ramp Up Period</u> -Recruit, hire, and train new LWB Loan Officer -Purchase equipment and finalize licenses and set-up -Begin collaborative meetings with CITY staff, including co-marketing opportunities -Complete Strategic Action Plan (MS Word, PDF, PowerPoint formats) -Complete summary report of Ramp-Up period	90 days after effective date
B	<u>Launch “Green Home Loan” program</u> -Develop marketing materials and co-marketing opportunities -Begin client consultations and loan closings -1 Community outreach event -Begin contractor recruitment -1 Contractor recruitment and training meeting	First Quarter after Ramp Up
C	-Complete Green Home Loans -Continue <u>contractor recruitment</u> efforts -1 Contractor recruitment and training meeting -Continue with community outreach and marketing -1 Community event or targeted outreach program	Second Quarter after Ramp Up
D	-Complete Green Home Loans -Continue <u>contractor recruitment</u> efforts -1 Contractor recruitment and training meeting -Continue with community outreach and marketing -1 Community event or targeted outreach program	Third Quarter after Ramp Up
E	Annual Report (summary of activities for Year 1) 1 Credit Rebuilding seminar 1 Contractor recruitment and training meeting List of contractors added to SELF’s network, including location, trade/specialty 1 Community event or targeted outreach program	Fourth Quarter after Ramp Up
F	Reporting 90-Day Ramp-Up Period (January – March 2023) First Quarter (April – June 2023) Second Quarter (July – September 2023) Third Quarter (October – December 2023) Fourth Quarter/Annual Report (January – March 2024) Continue sequence for second and third years	Reporting Dates: April 2023 July 2023 October 2023 January 2024 April 2024
G	Audited Financials	Upfront and Annually within 90 days after end of SELF’s fiscal year

8. Summary of Performance Measures

SELF shall, as part of each quarterly report, provide the following Performance Measures to demonstrate the effectiveness of the services provided pursuant to the Agreement.

Item	Performance Measures	Year 1 Target	Year 2 Target	Year 3 Target
A	Number of community/contractor events/credit rebuilding events	6/6	6/6	6/6
B	Number of participants in a community event	25	25	25
C	# of Green Home Loans (“Stretch goals”)	10-20	20-30	30-40
D	Amount of financing available per year	\$500,000	\$500,000	\$500,000

Please note:

SELF will provide up to \$1.5 million for the Green Home Loans program in the CITY over the first three (3) years; but, due to the small population in the City of Lake Worth Beach’s utility service area, SELF will need very strong collaboration with the CITY and UTILITY to achieve these ambitious stretch goals.

SELF will also bring all of its other available lending programs to the City for consideration and use, including Landlord Loans, Gap Financing for affordable housing developers, and much more. **PACE program is excluded as that is a Palm Beach County program.**