

FINANCIAL SERVICES AGREEMENT BETWEEN MARTIN COUNTY AND THE SOLAR AND ENERGY LOAN FUND OF ST. LUCIE COUNTY RELATING TO FINANCING OF SUSTAINABILITY AND OTHER HOME IMPROVEMENTS FOR LOW TO MODERATE INCOME HOUSEHOLDS

This agreement to support home improvements and sustainability financing (AGREEMENT) is made on March 26, 2019, (EFFECTIVE DATE) between Martin County, a political subdivision of the State of Florida, with an address of 2401 SE Monterey Road, Stuart, FL 34996 (COUNTY), and Solar and Energy Loan Fund of St. Lucie County, Inc., a Florida not-for-profit corporation and certified Community Development Financial Institution, with an address of 2400 Rhode Island Avenue, Ft. Pierce, Florida 34950 (SELF).

**RECITALS**

**WHEREAS**, Low and Moderate Income (LMI) households are disproportionately affected by steadily rising energy costs, and housing conditions in underserved and underbanked communities and are often older, inefficient structures that further exacerbate energy costs and increase vulnerability to storms and hurricanes, as well as the ability to age in place; 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 invest in much needed home improvement projects whether to improve energy efficiency, utilize clean energy alternatives, harden the home against storms, make necessary repairs, or remodel for accessibility, greater comfort, livability, and peace of mind; and

**WHEREAS**, as a result of financial gaps in underserved and under banked communities, many LMI households cannot properly safeguard their homes or utilize state-of-the-art technologies to achieve meaningful savings in energy, water, and insurance bills; and

**WHEREAS**, if local residents cannot afford the upfront cost of home renovations they also cannot gain access to assorted rebates and tax credits, which make home renovations even more cost-effective; and

**WHEREAS**, SELF is a non-profit and certified Community Development Financial Institution (CDFI) that provides access to innovative and favorable financing to homeowners, including but not limited to LMI households, veterans, female heads of household, individuals with poor credit, and other individuals who must otherwise rely on predatory lenders, such as high interest rate credit cards or payday loans, or have no financing options at all; and

**WHEREAS**, SELF and the COUNTY desire to work together to expand SELF's financing programs to residents of the COUNTY and include financing associated with replacement of septic systems with tie-in to the COUNTY's water and sewer system to enhance water conservation and quality; and

**WHEREAS**, SELF intends to work closely with local licensed and insured contractors to complete the home renovation projects in the COUNTY; and

**WHEREAS**, the COUNTY desires to have providers of property assessed clean energy (PACE) programs in the unincorporated area of the COUNTY audited and SELF is knowledgeable and experienced in this service.

**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.

**ARTICLE 1. Incorporation of Recitals and List of Exhibits**

The recitals set forth above are true, correct, and are incorporated herein by reference. The Scope of Services is attached to this AGREEMENT as EXHIBIT A and made a part hereof (SCOPE).

**ARTICLE 2. Scope of Services**

SELF shall perform the SCOPE, which includes, as a general matter, SELF providing funding opportunities in the COUNTY and providing an oversight and auditing function for Property Assessed Clean Energy (PACE) Programs operating within the COUNTY. As a non-profit CDFI, SELF shall provide below market rate financing (i.e. unsecured personal loans) to all credit-worthy homeowners, with an emphasis on LMI homeowners, veterans and female heads of household. Home renovations shall focus on energy efficiency, solar technologies, wind resilience and hardening, accessibility, aging in place, septic to sewer conversions, water conservation and water quality improvement projects. The local SELF representative will provide private consultations with local homeowners, and engage in extensive community outreach efforts, including collaboration with the local licensed and insured contractors, COUNTY staff and local elected officials, as requested. This AGREEMENT does not authorize SELF as a PACE provider in Martin County, Florida.

**ARTICLE 3. Terms of Agreement**

The term of this AGREEMENT is for three years, commencing on the EFFECTIVE DATE and ending upon COUNTY's acceptance of the final Report required by the SCOPE for the three year term, unless terminated earlier in accordance with the Article 24 of this AGREEMENT. This AGREEMENT may be renewed for two one-year terms under the same terms and conditions as provided herein upon mutual agreement of the Parties.

**ARTICLE 4. Reporting**

- A. As more particularly described in the SCOPE, SELF shall provide the COUNTY with Quarterly and Annual Reports (REPORTS) for evaluation and approval by the COUNTY. As part of each REPORT, SELF will measure its progress against the benchmarks set forth in the SCOPE.
- B. As more particularly described in the SCOPE, SELF shall provide the COUNTY with Audit Reports for audits of the COUNTY's approved PACE Providers.
- C. Records: SELF is subject to the Florida's Public Records Laws as specified in Article 32 and shall provide all requested information to the COUNTY or interested parties, except the names and personal financial information of individual clients. Prior to the first pay request, SELF shall provide to the COUNTY SELF's most recent audited financials.

**ARTICLE 5. Consideration and Payment**

- A. Payment Schedule. The COUNTY shall pay SELF for making financing available in the amount of \$60,000 annually, in payments of \$15,000 per quarter. The COUNTY shall pay SELF for PACE auditing services provided by SELF upon request by the COUNTY at a per project cost of \$2,200, not to exceed ten (10) audits annually. The COUNTY shall make payments to SELF within forty-five (45) days of receiving the REPORTS and an approved invoice from SELF.
- B. Inclusive of Out of Pocket Expenses: Funding by the COUNTY is inclusive of any out-of-pocket expenses incurred by SELF in the performance of this AGREEMENT, including, but not limited to, transportation, mileage, lodging, and meals.
- C. Non-Appropriation: The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated annually for its purposes. In the event that funds become reduced or unavailable to sufficiently fund this AGREEMENT, the COUNTY shall notify SELF of such occurrence, and the COUNTY may terminate this AGREEMENT without penalty, in which case the provisions of Article 23 herein shall apply. The COUNTY shall be the final authority as to the availability of funds and how available funds will be allotted.

**ARTICLE 6. Other County Support**

- A. In addition to the COUNTY Funding, the COUNTY also agrees to provide meeting space for SELF to meet with residents in its performance of this AGREEMENT. Meeting space includes space for public meetings and for client consultation meetings. The meeting space will be of adequate size for the attendees and be based on availability. SELF will coordinate with the COUNTY 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 COUNTY will not provide telephone, copying, printing, or computer services or equipment.
- B. The COUNTY also agrees to allow SELF to disseminate public information about financing opportunities available through SELF in COUNTY facilities. The COUNTY also agrees to recognize SELF as a financing option for residents in conjunction with various COUNTY programs, and to assist SELF with broad community outreach through the COUNTY website, MCTV, utility bill inserts, and other appropriate means as determined by the COUNTY.
- C. 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 COUNTY. SELF must recognize the COUNTY for its contribution in all promotional materials and at any event or workshop for which COUNTY funds are allocated. Any news release or other type of publicity must identify the COUNTY as a funding source. In written materials, the reference to COUNTY must appear in the same size letters and font type as the name of any other funding sources. All such public recognitions must be reviewed and approved by the COUNTY, as to the recognition of the COUNTY, prior to its release.

**ARTICLE 7. Relationship of Parties**

Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent of partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors and principals of their own accounts.

**ARTICLE 8. Insurance and Indemnification**

- A. SELF shall procure and maintain in force at its expense during the Term of this AGREEMENT, commercial general liability insurance, including contractual liability, adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of One Million Dollars (\$1 million) per claim for bodily injury and property damage and an aggregate amount of Two Million Dollars (\$2 million). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional named insured shall be provided to the COUNTY on the EFFECTIVE DATE and will be provided annually with the annual report. Such policy shall be non-cancelable with respect to the COUNTY except upon thirty (30) days' prior written notice to the COUNTY, and a substitute policy meeting the requirements of this AGREEMENT shall be provided prior to the effective date of any such cancellation. A waiver of subrogation must be provided.
- B. SELF agrees to take out and maintain, during the Term of this AGREEMENT, applicable worker's compensation insurance for all its employees employed in connection with the business operated under this AGREEMENT. Such insurance shall fully comply with the Workers Compensation Law, Chapter 440, Florida Statutes. The workers compensation insurance policy required by this AGREEMENT shall also include Employers Liability. SELF shall provide proof of worker's compensation insurance as required by law. A waiver of subrogation must be provided.
- C. SELF shall indemnify, hold harmless, and defend the COUNTY and the Martin County Board of County Commissioners (BOARD), and the respective agents and employees of COUNTY and the BOARD (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, 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 agents, contractors, assigns, and employees, during performance under 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 Article 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. The provisions of this Article shall survive the expiration or termination of this AGREEMENT.

**ARTICLE 9. Equal Opportunity Clause**

- 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.

**ARTICLE 10. Compliance with Laws**

SELF shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue, including, but not limited to, Florida laws regarding public records. SELF shall also comply with all applicable COUNTY policies and procedures.

**ARTICLE 11. Conflict of Interest**

- A. SELF represents that it and its principals presently have no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity, or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.
- B. SELF warrants to the COUNTY that no gifts or gratuities have been or will be given to any COUNTY employee or agent, either directly or indirectly, in order to obtain this AGREEMENT.

**ARTICLE 12. Public Entity Crimes**

SELF hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. SELF also represents that it is not prohibited from entering into this AGREEMENT by Section 287.133, Florida Statutes. Additionally, SELF hereby represents and warrants that it will not hire any professional, contractor, or supplier that is on the State of Florida's convicted vendor list.

**ARTICLE 13. Assignment**

This AGREEMENT may not be assigned or subcontracted in whole or in part without the prior written consent of the COUNTY.

**ARTICLE 14. Headings**

Article headings have been included in this AGREEMENT solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the AGREEMENT.

**ARTICLE 15. Waiver**

No provision of the AGREEMENT will be deemed waived by either party unless expressly waived in writing, signed by both parties. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this AGREEMENT shall be deemed a waiver of

such provision with respect to any subsequent matter relating to such provision, and the COUNTY's consent respecting any subsequent action.

**ARTICLE 16. Additional Rights and Remedies**

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

**ARTICLE 17. Order of Precedence**

In the event of any conflict between the provision of this AGREEMENT and the Exhibits, then the provisions of the AGREEMENT shall take precedence of the provisions of the Exhibits.

**ARTICLE 18. Severability**

In the event any section, sentence, clause, or provision of this AGREEMENT is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of the AGREEMENT shall not be affected by such determination and shall remain in full force and effect.

**ARTICLE 19. Survivability**

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this AGREEMENT shall remain enforceable against such party subsequent to such termination.

**ARTICLE 20. Third Party Beneficiaries/Independent Contractor**

This AGREEMENT is for the benefit of COUNTY and SELF. No third party is an intended beneficiary so as to entitle that party to sue for an alleged breach of this AGREEMENT. SELF acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer, or employee of COUNTY. In no event shall any provision of this AGREEMENT make COUNTY liable to any person or entity that contracts with or provides goods or services to SELF in connection with its performance under this AGREEMENT. There is no contractual relationship, either express or implied, between the COUNTY and any person or entity supplying any work, labor, services, goods, or materials to SELF.

**ARTICLE 21. Political Activity**

SELF shall not engage, participate or intervene in any form of political activity or campaign on behalf of, or in opposition to, any candidate for public office.

**ARTICLE 22. Modifications**

This writing embodies the entire AGREEMENT and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This AGREEMENT may only be amended or extended by a written instrument executed by COUNTY and SELF expressly for that purpose.

**ARTICLE 23. Termination of Agreement**

- A. If SELF fails to perform satisfactorily, as generally set-forth in this AGREEMENT or as evidenced by the REPORTS, the COUNTY shall notify SELF in writing of any specific concerns and provide SELF with a minimum of thirty (30) days to remedy identified concerns, or the COUNTY may choose to terminate the AGREEMENT.
- B. In addition to the exercise of any other remedies as generally set forth in this Article and available to it at law or in equity, the COUNTY may terminate this AGREEMENT for SELF's non-performance, as solely determined by the COUNTY, upon no less than twenty-four (24) hours written notice to SELF or as specified in Article 24.
- C. The COUNTY may also terminate this AGREEMENT without cause upon thirty (30) days prior written notice to SELF. In the event of termination by the COUNTY hereunder, SELF shall not incur any new obligations after notification of the effective date of termination. The COUNTY shall pay SELF for services incurred prior to termination. Any costs incurred by SELF after the effective date of the termination will not be reimbursed. SELF may cease services if payment is not received within forty-five (45) days of invoice and submission of REPORTS, unless COUNTY is not satisfied with the results and has sent a notice of termination to SELF upon receipt of the REPORTS.

**ARTICLE 24. Notices**

Unless and to the extent otherwise provided in this AGREEMENT, all notices, demands, requests for approvals, and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below; and any such communication may be copied to the electronic mail address provided below:

COUNTY:                   Martin County  
                                  Purchasing  
                                  Attn: Nicole Carey, Purchasing Manager  
                                  2401 SE Monterey Road  
                                  Stuart, FL 34996  
                                  772-288-5481  
                                  [ncarey@martin.fl.us](mailto:ncarey@martin.fl.us)

SELF:                     Solar and Energy Loan Fund of St. Lucie County, Inc.  
                                  Attn: Doug Coward, Executive Director  
                                  P.O. Box 5506  
                                  Fort Pierce, FL 34954  
                                  772-468-1818  
                                  [DougC@solarenergyloanfund.org](mailto:DougC@solarenergyloanfund.org)

**ARTICLE 25. Required Notifications**

SELF shall notify the COUNTY in writing within ten (10) days of the occurrence of any of the following:

- A. Any anticipated or pending lis pendens, foreclosure action, arrearage, default late payment regarding any property of SELF, including properties not related to this AGREEMENT. SELF shall also provide COUNTY with a copy of all court filings, notices of default, arrearage or late payment, or any other documents relevant to the disclosures required herein; and
- B. Any default or arrearage on any loan, note, or other debt or obligation for which property of SELF is security; and
- C. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver for SELF; and
- D. Any action, activity, facts or circumstances that would materially impair performance by SELF of all the terms and conditions of this AGREEMENT.

**ARTICLE 26. Due Authority**

Each party to this AGREEMENT that is not an individual represents and warrants to the other party that:

- A. It is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and
- B. All appropriate authority exists so as to duly authorize the person executing this AGREEMENT to execute the same and fully bind the party on whose behalf he or she is executing.

**ARTICLE 27. Use of Name**

Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that SELF may refer to the COUNTY in a client list.

**ARTICLE 28. Books and Records**

SELF shall prepare in accordance with generally accepted accounting practice and shall keep, at the address first provided in this AGREEMENT, accurate books of account. All books and records with respect to this AGREEMENT shall be kept by SELF and shall be open to examination or audit by the COUNTY during the Term and for the retention periods set forth in the most recent General Records Schedule GS-1 for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

**ARTICLE 29. Survival**

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this AGREEMENT, including, but not limited to, those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

**ARTICLE 30. Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

**ARTICLE 31. Successors and Assigns**

This AGREEMENT shall inure to the benefit of and be enforceable by and against the Parties, their successors and permitted assigns, including successors by way of reorganization.

**ARTICLE 32. Public Records**

Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the COUNTY shall give notice as is practicable to SELF that such disclosure is required.

SELF shall comply with public records laws, specifically, SELF shall:

- A. keep and maintain public records required by COUNTY to perform the service;
- B. upon request from COUNTY's custodian of public records, provide COUNTY 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 the AGREEMENT term and following completion of this AGREEMENT if SELF does not transfer the records to COUNTY; and
- D. upon completion of this AGREEMENT, transfer, at no cost, to COUNTY all public records in possession of SELF or keep and maintain public records required by COUNTY to perform the service. If SELF transfers all public records to COUNTY upon completion of this AGREEMENT, SELF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SELF keeps and maintains public records upon completion of this AGREEMENT, SELF shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF SELF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SELF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, [PUBLIC RECORDS@MARTIN.FL.US](mailto:PUBLIC_RECORDS@MARTIN.FL.US), MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.**

**ARTICLE 33. Governing Laws; Venue; Fees and Waiver of Jury Trial**

- A. This AGREEMENT shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in the appropriate court in and for Martin County, Florida.
- B. The rights and remedies with respect to any of the terms and conditions of this AGREEMENT shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either party in law or equity. In connection with any litigation (including all appeals there from) arising out of this AGREEMENT, the parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this AGREEMENT. Further, the parties expressly and specifically waive the right to a jury trial in any way connected with this AGREEMENT.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, do hereby execute this AGREEMENT on the date first written above.

ATTEST:

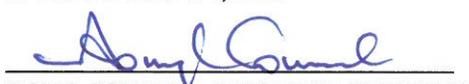
  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

MARTIN COUNTY BOARD OF  
COUNTY COMMISSIONERS  
  
EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:  
  
KRISTA A. STOREY, ACTING COUNTY  
ATTORNEY

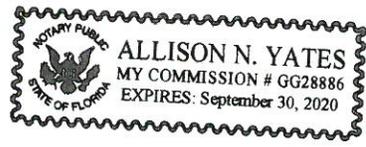
WITNESS:

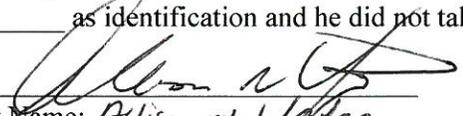
  
Print Name: Duane Andrade T.  
  
Print Name: Candace Buczinsky

SOLAR AND ENERGY LOAN FUND OF  
ST. LUCIE COUNTY, INC.  
  
DOUG COWARD, EXECUTIVE DIRECTOR

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 6 day of May, 2019, by Doug Coward, as Executive Director of 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 he did not take an oath.



  
Print Name: Allison N. Yates  
Notary Public, State of Florida  
My Commission Expires:

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).

## EXHIBIT A

### SCOPE OF SERVICES

SELF shall provide the following services in accordance with this AGREEMENT.

1. Financing program:
  - A. SELF shall raise low-cost capital from outside sources, including but not limited to, banks, faith-based organizations, foundations, private investors, and worldwide crowd funding such as KIVA.org. SELF shall deploy low-cost capital for residential homeowners that will generate sustainable building practices, clean energy alternatives, home and climate resilience, aging in place, and local green jobs.
  - B. SELF shall provide below-market rate financing for unsecured personal loans with interest rates no greater than 9.5% for terms of up to 5 years and no greater than 11% for terms over 5 years.
  - C. SELF financing may be used for home-improvement projects related, but not limited to the following:
    - (1) Energy conservation and efficiency (e.g. weatherization, high-efficiency AC, LED lights);
    - (2) Renewable energy (e.g. solar water heaters, solar AC, PV, and solar attic fans);
    - (3) Wind-hazard mitigation (e.g. roofs, windows, doors, and hurricane shutters);
    - (4) Water conservation (e.g. low-flow irrigation systems and rain barrels);
    - (5) Disability products (e.g. wheelchair ramps and walk-in showers);
    - (6) Water quality loans, including but not limited to septic to sewer conversions and lateral line repairs and rehabilitations; and
    - (7) Any other projects authorized under Community Development Financial Institution (CDFI) guidelines and SELF's governing documents.
  - D. SELF shall expand its lending activities in Martin County with ensuring at least \$500,000 in financing capital is available annually for homeowners within the County.
  - E. SELF shall also provide financing options for community solar projects.
2. Client Project Management: SELF shall provide project management services for participating homeowners to guide them from the early stages of financing to the completion of the project(s). 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.
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' association, 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 a contractor for participation in the network or for receiving financing through the network. SELF may make optional bridge loans available for qualified contractors on a per project basis for a nominal fee.

- (2) Strive to have all projects completed by local contractors within the Martin County area, 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 guideline, parameters, and benefits.

4. Audit Services:

- A. SELF shall perform audits of the COUNTY's approved PACE Providers' closed projects upon request by the COUNTY, not to exceed ten (10) each year for the Term of this AGREEMENT. Information required to complete the requested audit will be provided by the COUNTY to SELF as it was provided by the PACE Provider to the COUNTY. Additional information may be requested as needed.
- B. The scope of each audit shall include, at a minimum, the following:
  - (1) Whether the contractor(s) performing the work were properly licensed and insured;
  - (2) Whether the project improvements were reasonable, including but not limited to price and suitability for the property and project;
  - (3) Whether the local government building inspections were completed and approved;
  - (4) Whether the project was consistent with Section 163.08, Florida Statutes, and Article 14 of Chapter 71, General Ordinances, Martin County Code, including but not limited to borrower disclosures; and
  - (5) Whether the client was informed of all the PACE terms and was satisfied with the PACE Provider, the contractor, the improvements, and the program.
- C. SELF shall submit audit reports to the COUNTY within thirty (30) days of an audit request by the COUNTY. Audit reports should include, but not be limited to, findings on project compliance and details on any findings of non-compliance.

5. Reporting and Coordination: SELF shall provide the COUNTY with impact reports, as described in this Section 5, and meet with COUNTY staff and elected officials, as requested, to discuss those reports.

- A. SELF shall submit reports on a quarterly basis, in accordance with the schedule set forth in Section 8 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 this AGREEMENT.
- B. Each report must contain the following information:
  - (1) A summary of the deliverables completed, including any item listed in Section 8 of this Exhibit;
  - (2) Each Performance Measure, as described in Section 6 of this Exhibit;
  - (3) Success stories, including testimonials; and

- (4) A summary of challenges overcome and issues resolved, along with a summary of any challenges or issues that are ongoing or anticipated to arise in the next twelve months.
- C. Each report shall be provided in a format agreed upon by SELF and the COUNTY.

- 6. Reporting of Performance Measures: Each report shall describe SELF’s success in meeting the Performance Measures listed in Section 9 of this Exhibit as follows:
  - A. Each Performance Measure must be accounted for over the following time periods:
    - (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 Market;
    - (2) Martin County as a whole;
    - (3) Inside one of the municipalities within Martin County (City of Stuart, Town of Ocean Breeze, Town of Sewall’s Point, Town of Jupiter Island, and Village of Indiantown); and
    - (4) Portions of Martin County outside one of the municipalities.

- 7. Community Outreach:
  - A. SELF shall conduct at least four (4) community events or targeted outreach programs in the COUNTY each year to promote and educate the general public, targeted populations, and area contractors about assorted programs and services.
  - B. SELF shall work in partnership with area banks, credit counseling organizations, Health and Human Services and Community Development Divisions of the County, and other interested parties to help populations in financial distress rebuild their credit by doing at least the following:
    - (1) Facilitate a minimum of two (2) credit rebuilding seminars per year to help SELF’s clients and residents improve their credit, qualify for the program, and obtain lower interest rates; and
    - (2) 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.

8. Deliverables & Schedule:

Item	Deliverable (and format, if applicable)	Schedule
A	Complete Strategic Action Plan (MS Word, PDF, PowerPoint formats)	30 days after effective date
B	Launch of lending program Develop marketing materials 1 Community event 1 Contractor meeting and outreach event	90 days after effective date
C	List of contractors added to SELF’s network, including location, trade/specialty 1 Credit Rebuilding seminar 1 Contractor meeting and outreach event 1 Community event or targeted outreach program	180 days after effective date

D	List of contractors added to SELF's network, including location, trade/specialty 1 Contractor meeting and outreach event 1 Community event or targeted outreach program	270 days after effective date
E	Annual Report (summary of activities for Year 1) Plan Revision, if needed, Year 2 1 Credit Rebuilding seminar 1 Contractor meeting and outreach event 1 Community event or targeted outreach program	360 days after effective date
F	Quarterly Reports and Annual Report First Quarter: April – June Second Quarter: July – September Third Quarter: October – December Fourth Quarter (includes Annual Report): January - March	August 31 November 30 February 28 May 31
G	Audited Financials	Upfront and Annually within 90 days after end of SELF's fiscal year
H	Audit Services for PACE Programs	Reports due within 30 days after request for audit

#### 9. 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 this AGREEMENT.

Item	Performance Measure	Year 1 Target	Year 2 Target	Year 3 Target
A	Number of community/contractor events	4/4	4/4	4/4
B	Number of participants in a community event	25	25	25
C	Number of credit-rebuilding seminars held	2	2	2
D	Amount of financing available	\$500,000	\$500,000	\$500,000