

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

This First Amendment is made on _____, 2020, (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, the Parties entered into an Agreement to support home improvements and sustainability financing on March 26, 2019 (Agreement); and

WHEREAS, the COUNTY has initiated a “Connect to Protect” Program for replacement of septic systems with connection to the COUNTY’s utility system through a Grinder Sewer System Installation; and

WHEREAS, the COUNTY desires to ensure available financing to qualified residents to assist in the affordability of Grinder Sewer System Installation; and

WHEREAS, the Agreement contemplates the Parties working 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, the Parties desire to amend the Agreement to reflect the specific terms associated with the Grinder Sewer System Installations.

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.

1. The Scope of Services attached to the Agreement as Exhibit A is hereby deleted in its entirety and replaced with the Exhibit A attached to this First Amendment.
2. Article 4. Reporting, of the Agreement is hereby deleted in its entirety and replaced with the following:

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.

- D. Grinder Sewer System Installation Financing. To assist with qualification of applicants for funding under this program, upon request from SELF, the COUNTY will provide to SELF a Statement of Qualification signed by the COUNTY, identifying the COUNTY utility customer, property address, total cost of connection, termination date of qualified status, and up to twelve (12) months billing history, if available. Customers will be considered as qualified only within the first 365 days of system operation that serves that customer.

- 3. Article 5. Consideration and Payment, of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 5. Consideration and Payment

- A. Payment Schedule for General Financing. 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. Payment Schedule for Grinder Sewer System Installation Financing.
 - a. With each financing through SELF to a qualified applicant under this program, SELF will pay to the COUNTY the amount of \$7,000 at the time of closing.
 - b. If an agreement is entered into between the COUNTY and the customer for collection, the COUNTY will collect monthly FINANCING payments from the customer through the utility bill ("Customer Agreement"); and shall pay SELF the amount of the payments received on a monthly basis for the term of the Customer Agreement. The Customer Agreement shall be substantially in the form attached hereto as Exhibit A.
 - c. For the term of any Customer Agreements, the COUNTY will provide to SELF a lump sum payment of all FINANCING payments received and a report of same on a monthly basis. Monthly payments and reports shall be delivered within forty-five (45) days following the end of the month being reported. Monthly payments will be wired in accordance with instructions provided to the COUNTY by SELF. Monthly reports will be provided in the form attached hereto as Exhibit B, or substantially similar. COUNTY will notify SELF within ten (10) days of termination of any Customer Agreement.
- C. 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.
- D. 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.

- 4. Except as specifically amended hereby, the terms and conditions of the Agreement shall remain in full force and effect as originally written and are hereby in all respects ratified and confirmed.

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

ATTEST:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

WITNESS:

SOLAR AND ENERGY LOAN FUND OF ST. LUCIE COUNTY, INC.

Print Name: _____

DOUG COWARD, EXECUTIVE DIRECTOR

Print Name: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, 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: _____ Notary Public, State of Florida My Commission Expires:

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