



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**ELECTRIC UTILITY ADVISORY BOARD MEETING**  
**BY TELECONFERENCE – [YOUTUBE INFO BELOW](#)**  
**WEDNESDAY, APRIL 05, 2023 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**AGENDA - Additions/Deletions/Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS:**

**APPROVAL OF MINUTES:**

EUAB Minutes 10.04.22

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- A. Solar Energy Loan Fund

**BOARD COMMENTS:**

**BOARD LIAISON REPORTS AND COMMENTS:**

**ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

Please click the link below to join the webinar:

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**MINUTES  
CITY OF LAKE WORTH BEACH  
ELECTRIC UTILITY ADVISORY  
VIA TELECONFERENCE - YOUTUBE  
TUESDAY, OCTOBER 4<sup>TH</sup>, 2022 - 6:00 PM**

**ROLL CALL:**

Present members: Ramsay Stevens, Ryan Oblander, David Simms, Eric Jeffers. Matthew Portilla was absent for the roll call. Edward Liberty, the Board Liaison, Brian King, Assistant Director of Power Generation and Commissioner Christopher McVoy were also in attendance.

**PLEDGE OF ALLEGIANCE:** led by Board Member Eric Jeffers. (1:34)

**AGENDA - Additions/Deletions/Reordering:**

No additions, deletions or reordering on the agenda. (1:57)

**PRESENTATIONS:** (there is no public comment on Presentation items)

There was no presentation.

**PUBLIC PARTICIPATION:**

Richard Stowe – Suggests the City use the Negawatt Concept, a hypothetical unit of power for measuring the amount of energy saved (in megawatts) because of efficient power consumption and the use of less lumens. (3:10)

**APPROVAL OF MINUTES:** (14:25)

EUAB Minutes 08.04.22

EUAB Minutes 08.24.22

Action: The motion was made by Eric Jeffers to approve minutes in the agenda second by David Simms.

Vote: Unanimous

**UNFINISHED BUSINESS:**

A. Horizons Energy Integrated Resource Plan

Ed Liberty began discussion by providing a brief background for the 2018 Resource Plan which served as a roadmap for types of electric generation technologies that were available in the market. (14:50)

Greg Turk provided a status on results since June-July 2022. Horizons Energy has been analyzing the many components that determine the best plan of action for future sources of energy and capacity. (18:58)

Board member Ramsay Stevens asked consultant if behind the meter storage in demand response, like behind the meter, or somewhere else. (1:12:48)

Mr. Liberty responded behind the meter storage is not well understood or well quantified technology at the moment. Consultant did not model behind the meter storage in the assumptions but this can be added to the plan. (1:13:01)

Christopher McVoy stated that adding behind the meter storage in the demand response program will certainly appeal to Florida residents installing expensive generators to storage power. (1:14:12)

If the economics of demand response turnout to be lower that the model assumes then the City will add more. (1:38:41)

Lengthy discussion ensued.

#### **NEW BUSINESS:**

There was no new business in the agenda.

#### **BOARD COMMENTS:**

No Board Member comments.

#### **BOARD LIAISON REPORTS AND COMMENTS:**

No Board Liaison comments.

#### **ADJOURNMENT:**

The meeting was adjourned at 8:45 pm.



### PROPOSAL

Three-year seed grant proposal requested by the LWB City Commission and customized with staff.

**Doug Coward**

Executive Director



## Background:

SELF is a nonprofit green bank (“Loan Fund”) certified as a Community Development Financial Institution (CDFI) by the U.S. Department of the Treasury. The CDFI Fund plays an important role in generating economic growth and opportunity in some of our nation's most distressed communities by offering tailored resources and innovative programs that invest federal dollars alongside private and philanthropic capital. The CDFI Fund serves mission-driven financial institutions, such as SELF, which take a market-based approach to supporting economically disadvantaged communities.

SELF is the first and only nonprofit green bank in Florida and one of the few green banks in America focused on helping low- and moderate-income (LMI) residents. SELF is one of the few CDFIs in America that offers unsecured personal loans to homeowners to advance energy efficiency, resilience, solar, and more. SELF started out as a pilot program in St. Lucie County, Florida in 2010, and has since grown to four (4) states, including: FL; AL; GA; and, SC. SELF has expanded rapidly over the last 4 years and opened up new satellite programs in St. Petersburg, Tampa, Orlando, Atlanta, and Miami-Dade County.

As a 501.c.3, SELF has partnered with more than a dozen local governments in multiple regions and states to seed the organization and grow our organizational capacity. SELF serves as an **“implementation tool”** for local, state, and the federal governments to achieve a variety of important goals and transformational impacts, most notably, energy equity, preserving and retrofitting existing affordable housing and making these homes safer, more resilient, more valuable and cost-effective, healthier, and more sustainable. SELF also strives to support generational wealth and local businesses and green jobs, including minority contractors.



**SELF also has special programs for seniors, veterans, female heads of household, disabled homeowners, hurricane storm victims, and individuals with poor credit.**





SELF's mission-driven lending programs provide **FINANCIAL INCLUSION**, by approving unsecured loans based on the applicant's ABILITY TO PAY, *not* credit scores. SELF fills an important financial gap in unbanked and underbanked communities and provides direct benefits to low- and moderate-income (LMI) homeowners as well as the contractors who perform the home improvement work. With an estimated 30-40% of the Florida population outside of traditional banking options, SELF's inclusive underwriting policies enable the organization to further penetrate LMI and BIPOC communities that need additional financing options for much needed home repairs and improvements. SELF also reports these loans to the Credit Bureau so our clients are building their credit scores as they pay off their loans. The home improvement projects also increase property value and home equity, and create stability and generational wealth for LMI families.

In order to fully appreciate the life circumstances of many of our clients and the subsequent impacts from SELF's small microloans, you need to meet Carol. She had just been discharged from the hospital after major back surgery, and when she arrived home, already uncomfortable, she learned her A/C was broken and the sweltering Florida heat and humidity were unbearable. Worse yet, as a widower who had not established much credit in her own name during her marriage, her low credit score prevented her from qualifying for traditional financing from banks or assorted financing available through most contractors. Carol was suffering and desperate for help to fill this financial gap, and fortunately her contractor recommended SELF. Despite her low credit score, Carol was found to be credit worthy with the ability to pay a loan for a small, energy efficient AC. Without SELF, she could not gain access to capital, and particularly not at market or even below market-rates. Carol was faced with either suffering the consequences of a broken AC or resort to predatory lenders for financing. SELF's mission is to knock down these financial barriers so more LMI homeowners can make fundamental repairs and upgrades to their homes and take advantage of the fast-emerging clean energy economy – both as homeowners and local businesses and entrepreneurs. SELF will lend to any qualified homeowners, but we generally focus on those individuals with few other financing options. Below is a picture of Carol as she was informed that she had been approved for a SELF loan and a new AC would be installed the next day.



## Types of Improvements:

SELF finances much more than just solar technologies, including a broad array of sustainable building practices and technologies. Many LMI neighborhoods and buildings consist of older housing stock which typically need more fundamental repairs (e.g., weatherization, AC, roof) before being considered “solar-ready”. SELF provides affordable and accessible financing options for sustainable home improvement projects and helps guide homeowners through contract-vetting, pricing, and steps for energy conservation and efficiency, resilience, and clean energy (based on energy audits and more than a decade of experience). SELF would also work hand-in-hand with the City Utility’s energy auditing program to help local homeowners implement these identified priorities. Here is a summary of the broad types of sustainable home improvements that SELF finances:



SELF typically finances high efficiency ACs and Roof repairs and replacement, which are fundamental home improvement projects needed every 10-15 years. These projects advance energy efficiency and resilience and help make homes solar-ready. SELF also finances a variety of solar technologies, water and sewer conversions, disability and aging in place, electrical and plumbing repairs, health-related projects, and more. These sustainable home improvement projects build home equity, increase comfort, health and livability, and reduce operating costs, vulnerability to storms, and carbon footprint.

## Results:

Over the last 12 years, SELF has financed more than 3,000 sustainable home improvement projects totaling more than \$30 million, with an impressive 74% LMI penetration rate and 2% default rates. SELF has helped nearly 10,000 people so far and, in the process, become a national leader in energy equity. SELF has also fostered more than \$30 million of clean economic development activity for our 900+ participating contractors (i.e., green jobs) with the majority of these projects located in partnering jurisdictions in the Treasure Coast, Gulf Coast, and Central Florida regions.



### **Seed Grant Proposal:**

SELF is honored that the City of Lake Worth Beach is interested in potentially partnering with our non-profit organization to achieve more energy equity, clean energy, and resilience in the City's Utility Service Area. As a follow-up to SELF's previous submittal to the City regarding Partnership Opportunities, city staff subsequently requested a proposal for Option 3, which includes full-time assistance for \$100,000 per year for three (3) years ("seed-grant").

If approved, SELF would use the seed grant to grow our organizational capacity and to leverage outside expertise and affordable loan capital to better serve local property owners and contractors. More specifically, SELF would use the majority of the seed grant to **hire a fulltime loan officer** who would serve as the program manager for the City initiative. This individual would ideally be local and they would work with local clients, local contractors, participate in community events, and collaborate closely with the City and Utility to establish, launch, and expand a new satellite office. A portion of these funds would also be needed for marketing/marketing collateral, office supplies and equipment, fintech and licensing expenses, travel expenses, loan loss reserve fund, and other related costs.

The first step of such an Agreement would include a 90-day ramp-up period with the most pressing issue being the selection of the Program Manager (i.e., Loan Officer) for the City of Lake Worth Beach. SELF would strive to work with local entities to help recruit the best possible local person for this position. The ramp-up period also provides SELF with adequate time to finalize system upgrades, equipment purchases, on-boarding and training of new staff, and to start collaboration with City and Utility.

The entire SELF team, currently 19 staff persons with decades of experience, will also support the new full-time LWB Program Manager, including: Executive Director, Chief Financial Officer, Chief Operating Officer, Operations Manager, Underwriting, Marketing, Accounting, and more.

As a part of Option 3, SELF typically commits to raising \$2-3 million of low-cost and accessible loan capital to deploy locally through our Green Home Loan programs over the subsequent three (3) years; however, the City of Lake Worth Beach is notably smaller than our previous partners so we don't want to overcommit or over promise our results in the City of Lake Worth Beach. SELF is willing and able to raise these funds if there is sufficient demand in the local community; but we caution against raising expectations too high. For example: In Pinellas County, SELF was able to complete \$2.42 million of projects over the first three (3) years and has now reached \$3.4 million of projects in 4.5 years. Pinellas County has nearly 1 million people, so the City of Lake Worth Beach is less than 5% of its size. Most importantly, SELF will need strong and on-going support from the City and Utility to assist with community awareness and outreach and contractor recruitment to help make this partnership successful and enduring.

### **Other Grant Opportunities:**

If the City is interested in forging ahead with this ambitious plan to more deeply penetrate LMI markets, then we strongly recommend coupling our low-cost and accessible green financing programs with existing and new grants to the greatest extent feasible. Very low income homeowners will need grants, low income homeowners will need mini-grants to reduce the overall cost of these projects and therefore make





them more affordable via SELF loans, and moderate income homeowners have the ability to pay if they can access affordable financing. SELF would strongly recommend close consideration of CDBG, SHIP, and other grant programs to further assist low-income homeowners. With the passage of the historic \$370 Billion Climate Bill, SELF would also commit to work with the City and Utility to try and secure additional low-cost capital and grant funds. There is an estimated \$60 Billion specifically earmarked for Energy Equity, and SELF is well positioned to assist the City and the utility with these opportunities.

### **Additional Lending Products:**

This proposal focuses primarily on green home loans, but SELF has also created additional lending products which may also be applicable in the City of Lake Worth Beach, including: septic-to-sewer conversion loans, special loans for hurricane victims and disabled homeowners, working capital loans for small contractors via our partnership with NDC (national CDFI), new landlord loans to help renters in high energy burden areas, and gap financing for affordable housing projects. These new lending programs are designed to help achieve a broader array of sustainable building practices and rehabilitate existing affordable housing units and build new affordable, resilient and sustainable affordable housing units. SELF is open to exploring all of these additional lending products in the City's Utility Service Area.

### **Contractor Recruitment:**

SELF has over 900 businesses in our 4-state contractor network, and these companies have indicated they lose about 20-40% of their potential projects because homeowners cannot qualify for traditional financing, which is based largely on credit scores. SELF's inclusive underwriting policies help more LMI homeowners qualify for much-needed affordable financing, and typically saves our clients 10-20% on their interest rates, compared to credit cards at 20-30%. SELF's inclusive lending programs fill a critical financial gap which helps more LMI homeowners cost-effectively complete much needed home improvement projects, while simultaneously creating more jobs for local contractors.

SELF also does *not* charge dealer fees to contractors in order to secure financing for their projects; which private financiers typically charge an extra 10-20%. SELF inclusive financing programs help open up new LMI markets to participating contractors and reduces the cost of their projects, which makes them more competitive and provides better pricing to SELF clients. Once a local company has been prescreened and approved to join the SELF contractor network, they can use our inclusive financing to grow their businesses throughout the city, county, region, and/or state, and these extra-jurisdictional impacts will create meaning economic benefits to local participating contractors from the City of Lake Worth Beach.

As a part of this proposal, SELF and the new loan officer would focus on building a network of local contractors to help launch, grow, and sustain the new satellite office in the City of Lake Worth Beach. SELF and the new loan officer would work diligently with the City, trade groups, builders' associations, and many others to recruit local general contractors, roofers, HVAC and solar companies, and much more. SELF is also working with the U.S. Minority Contractors Association (USMCA) and their Florida Chapter to recruit more minority contractors. One of the primary goals of this proposal is to build the local contractor network because they generate the majority of our projects.



## **Summary:**

As a part of this proposal, the SELF team would focus on scaling the green home loans program in the City's Utility Service Area, with a focus on LMI homeowners and local contractors. SELF would commit to raising up to \$1.5 million in low-cost loan capital over the first three (3) years, and possibly more if there is sufficient demand and/or additional opportunities evolve through SELF's other loan products. SELF will also finance extra-jurisdictional projects generated by and benefitting local participating contractors.

The SELF team would also be available to assist with additional grants and resources from the Climate Bill and other grant programs to further advance energy equity in the City's Utility Service Area.

The Seed grant would be used generally by SELF as follows:

- Program Manager/Loan Officer (60-70%)
- Marketing/Marketing Collateral (10-15%)
- Equipment/Fintech/Licenses (5-10%)
- Loan Capitalization/Underwriting/Servicing (5-10%)
- Strategic Support from SELF HQ (5-10%)
- Loan Loss Reserve Fund (5-10%)
- Travel Costs (<5%)

SELF would also need critical in-kind support from the City of Lake Worth Beach and the Utility for on-going community outreach to property owners and local contractors. SELF will also need occasional use of an office space for private consultations with local clients and public meeting spaces for assorted community and contractor recruitment events.

Please see attached (draft) Agreement and Scope for further details and consideration.

**FINANCIAL SERVICES AGREEMENT BETWEEN THE CITY OF LAKE WORTH BEACH AND THE SOLAR AND ENERGY LOAN FUND RELATING TO FINANCING OF SUSTAINABLE PROPERTY IMPROVEMENTS AND THE ADVANCEMENT OF ENERGY EQUITY, AFFORDABLE HOUSING, AND GREEN JOBS.**

This agreement to seed and leverage financing for sustainable property improvements and affordable housing (AGREEMENT) is made on \_\_\_\_\_, 2022, (EFFECTIVE DATE) between the City of Lake Worth Beach, a political subdivision of the State of Florida, with an address of 7 N Dixie Hwy, Lake Worth, FL 33460 (CITY), and the Solar and Energy Loan Fund of St. Lucie County, Inc., a Florida not-for-profit corporation and certified Community Development Financial Institution (CDFI), with an address of 2400 Rhode Island Avenue, Ft. Pierce, Florida 34950 (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

**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 (See Exhibit 1), which includes, as a general matter, providing funding opportunities to 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 would provide private consultations with local homeowners, as desired, and engage in extensive community outreach. The new fulltime Loan Officer for the CITY would also focus on contractor recruitment and work closely with CITY and Utility staff and local elected officials, as 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.

**ARTICLE 3. Terms of Agreement**

The term of this AGREEMENT is for three (3) years, commencing on the EFFECTIVE DATE and ending upon CITY'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 also 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 CITY with Quarterly and Annual Reports (REPORTS) for evaluation and approval by the CITY. As a part of each REPORT, SELF will measure its progress against the benchmarks set forth in the SCOPE.
- B. Records: SELF is subject to the Florida's Public Records Laws as specified in Article 32 and shall provide all requested information to the CITY or interested parties, except the names and personal financial information of individual clients. Prior to the first pay request, SELF shall provide to the CITY SELF's most recent audited financials.

**ARTICLE 5. Consideration and Payment**

- A. Payment Schedule: The CITY shall pay SELF in the amount of \$100,000 annually, in payments of \$25,000 per quarter, and the CITY 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 CITY 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 CITY 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 CITY shall notify SELF of such occurrence, and the CITY may terminate this AGREEMENT without penalty, in which case the provisions of Article 23 herein shall apply. The CITY shall be the final authority as to the availability of funds and how available funds will be allotted.

**ARTICLE 6. Other CITY Support (In-Kind)**

- A. The CITY agrees to provide meeting space periodically for SELF to meet with residents and local contractors in its performance of this AGREEMENT, including space for public meetings and for private client consultations, if needed. SELF will coordinate with the CITY and communicate its needs for meeting space for public meetings at least one (1) month 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.
- B. 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, TV, utility bill inserts, and other appropriate means as determined by the CITY.
- C. Any press releases 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.

**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. Nevertheless, close collaboration between the Parties is strongly encouraged to fully maximize community awareness and benefits, synergies, and emerging opportunities.

**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 CITY 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 CITY as an additional named insured shall be provided to the CITY on the EFFECTIVE DATE and will be provided annually with the annual report. Such policy shall be non-cancelable with respect to the CITY except upon thirty (30) days prior written notice to the CITY, 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 applicable worker's compensation insurance for all employees who are employed in connection with the business during the Term of this AGREEMENT. Such insurance shall fully comply with the Workers Compensation Law, Chapter 440, Florida Statutes. The worker's 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 CITY and the Lake Worth Beach City Commission (COMMISSION), and the respective agents and employees of CITY and the COMMISSION (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 CITY 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 CITY that no gifts or gratuities have been or will be given to any CITY 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 CITY.

**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 CITY'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 CITY 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 CITY. In no event shall any provision of this AGREEMENT make CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY may terminate this AGREEMENT for SELF's non-performance, as solely determined by the CITY, upon no less than twenty-four (24) hours written notice to SELF or as specified in Article 24.

- C. The CITY may also terminate this AGREEMENT without cause upon thirty (30) days prior written notice to SELF. In the event of termination by the CITY hereunder, SELF shall not incur any new obligations after notification of the effective date of termination. The CITY 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 CITY 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:

CITY:

XX

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 CITY 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 CITY 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 CITY 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 CITY 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, 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 CITY 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 CITY to perform the service;
- B. upon request from CITY’s custodian of public records, provide 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 the AGREEMENT term and following completion of this AGREEMENT if SELF does not transfer the records to CITY; and
- D. upon completion of this AGREEMENT, SELF will keep and maintains public records consistent with all applicable requirements for retaining public records. All records stored electronically by SELF must be provided to CITY, upon request from CITY’s custodian of public records, excluding personal information about clients.

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 CITY’S CUSTODIAN OF PUBLIC RECORDS AT (telephone #), (email address), CITY, ATTN: PUBLIC RECORDS LIAISON, (address).

**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 Palm Beach 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:

LAKE WORTH BEACH CITY COMMISSION

\_\_\_\_\_  
CLERK OF THE  
COURT AND COMPTROLLER

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

ATTORNEY

WITNESS:

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

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
DOUG COWARD, EXECUTIVE DIRECTOR

DRAFT

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, 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:

DRAFT

## EXHIBIT A

### SCOPE OF SERVICES

SELF shall provide the following services in accordance with this 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 crowdfunding, 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 assist homeowners with basic project coordination and help guide them from the early stages of financing to the completion of their projects. 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.
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.
  - B. SELF shall work with local builders' associations, 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 pays 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 5, and meet regularly with CITY staff 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 this 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.
  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:
      - (1) Quarterly; and,
      - (2) Annually.
    - 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 and Utility on assorted community outreach events, and coordinate closely with the local energy auditing program.
    - C. SELF shall assist credit-impaired and 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 -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 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 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 this AGREEMENT.

<b>Item</b>	<b>Performance Measures</b>	<b>Year 1 Target</b>	<b>Year 2 Target</b>	<b>Year 3 Target</b>
A	Number of community/contractor events	4/4	4/4	4/4
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.