

EDA Members:

Dan Roe,
President
Lisa Laliberte,
Vice President
Tammy McGehee,
Treasurer
Robert Willmus
Jason Etten



**Economic Development
Authority
Meeting Agenda
Monday, December 3, 2018
Following the City Council
Meeting
City Council Chambers**

Address:
2660 Civic Center Dr.
Roseville, MN 55113

Phone:
651-792-7000

Website:
www.growroseville.com

1. 8:45 P.M. Roll Call
Voting & Seating Order: McGehee, Willmus, Laliberte, Etten, and Roe
2. Approve Agenda
3. 8:47 P.M. Public Comment
4. Business Items (Action Items)

- 4.A. 8:48 PM Adoption Of 2019 REDA Calendar

Documents:

[4A REPORT AND ATTACHMENT.PDF](#)

- 4.B. 8:49 PM Adoption Of 2019 REDA Contracts
 - i. Fiscal Services
 - ii. Ehlers Consulting Agreement
 - iii. Golden Shovel Agreement
 - iv. CEE Energy Audit Services Agreement
 - v. CEE Loan Origination and Home Advisory Services
 - vi. CRF Loan Servicing Agreement for Existing Loans
 - vii. CEE Loan Servicing Agreement

Documents:

[4B REPORT AND ATTACHMENTS.PDF](#)

5. 8:55 P.M. Adjourn



REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 12/03/2018
Item No.: 4.a

Department Approval

Executive Director Approval

Item Description: Adopt 2019 REDA Meeting Calendar

1 **BACKGROUND**

2 Per the Roseville Economic Development Authority (REDA) By-laws, the REDA is required to
3 hold regular meetings which are set by the Authority at the final meeting of the year. Staff
4 recommends scheduling six regular bi-monthly meetings and then allow for additional meetings to
5 be scheduled as needed. This proposed schedule will allow staff to provide developers and other
6 outside parties with a clear, identified timeline of when the REDA is scheduled to meet.

7 **BUDGET IMPLICATIONS**

8 There are no budget implications.

9 **STAFF RECOMMENDATION**

10 Adopt 2019 REDA meeting calendar.

11 **REQUESTED COUNCIL ACTION**

12 Adopt 2019 REDA meeting calendar.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086
Attachments: A: 2019 meeting calendar



2019 Roseville Economic Development Authority Meeting Schedule

The Roseville City Council will meet at 6:00 p.m. in the City Council Chambers of Roseville City Hall, 2660 Civic Center Drive, on the following dates:

January	14
March	18
May	13
July	15
September	16
November	4

Other meeting dates will be scheduled as needed and will coincide with regularly scheduled Council meetings.

Patrick Trudgeon, Executive Director



REQUEST FOR ECONOMIC DEVELOPMENT AUTHORITY ACTION

Date: 12/03/2018

Item No.: 4.b

Department Approval

City Manager Approval

Item Description: Approve Contracts for 2019 Roseville Economic Development Authority Services

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BACKGROUND

The Roseville Economic Development Authority (REDA) receives legal, technical, and professional specialty services annually from third party providers. Six contracts are recommended for renewal for 2019:

- A. Fiscal Services from City of Roseville Finance Department
- B. Financial and Economic Development Consulting Services from Ehlers & Associates, Inc.
- C. Golden Shovel Marketing Services
- D. CEE Energy Audit Services
- E. CEE Home Loan Origination and Home Advisory Services
- F. CRF Loan Servicing

Staff is currently in the process of reviewing Request for Qualifications (RFQ) for attorney services. The last RFQ for attorney services was in 2011. Contract for REDA attorney services will be brought to the REDA for consideration at the January 14, 2019 meeting.

BUDGET IMPLICATION

Contracts for these specialty services have been included in the budget for 2019.

STAFF RECOMMENDATION

Approve service contracts for financial, technical and professional specialty services for 2019.

REQUESTED REDA ACTION

Approve service contracts for financial, technical and professional specialty services for 2019.

Prepared by: Jeanne Kelsey, Housing and Economic Development Program Manager, 651-792-7086

- Attachment A: Fiscal Services for 2019 Contract
- Attachment B: Ehlers & Associates 2019 Contract
- Attachment C: Golden Shovel Fiscal Services for 2019 Contract
- Attachment D: CEE Energy Audit Services for 2019 Contract
- Attachment E: CEE Loan Origination and Home Advisory Services for 2019 Contract
- Attachment F: CRF Loan Services for 2019 Contract

1 **ROSEVILLE ECONOMIC DEVELOPMENT AUTHORITY**
2 **FISCAL SERVICES AGREEMENT**

3
4 **THIS AGREEMENT** is entered into as of the 3rd day of December, 2018 by and
5 between the Economic Development Authority (REDA) of Roseville, Minnesota, hereinafter
6 referred to as the REDA, and the City of Roseville, a Minnesota municipal corporation,
7 hereinafter referred to as the City.
8

9 **WITNESSETH:**

10
11 **WHEREAS**, the REDA desires to contract with the City for certain fiscal assistance
12 services in connection with the operations and activities of the REDA.
13

14 **NOW THEREFORE**, the parties hereto do mutually agree as follows:
15

16 I. Scope of Services. The City shall perform necessary and requested services for the
17 implementation of financial actions and activity of the REDA summarized as follows:
18

- 19 A. Process bi-weekly payroll and payment of invoices.
- 20 B. Provide monthly reporting including summaries of past and current revenues and
21 expenditures.
- 22 C. Provide assistance and guidance in the preparation of the REDA's annual budget.
- 23 D. Coordinate the selection of a CPA firm and the preparation of all audit work papers
24 for the purposes of conducting an annual financial audit. (Audit costs shall be paid by
25 the REDA).
- 26 E. Establish and maintain all banking and investment relationships and procedures.
- 27 F. Provide for the proportionate share of office space, office supplies, etc.
- 28 G. Maintain coverage for the REDA and its activities, on the City's insurance policies.
29

30 II. Term. This agreement shall be effective upon the approval of the REDA Board of
31 Directors and the City Council, whichever occurs last, and shall continue for a period of one year
32 thereafter (i.e. January 1, 2019 through December 31, 2019).
33

34 III. Fee. The REDA shall pay the City a fee of \$10,907("Contract Fee") for the services
35 set forth in Provision I above. The Contract Fee shall be paid in quarterly equal installments of
36 \$2,742.50 payable at the end of quarter of the term of this Agreement.
37

38 IV. Employment Status and Control of Work. The parties acknowledge that the City is
39 acting as an independent contractor for the REDA under this contract. The City shall supply, at
40 its own expense, all personnel, materials, supplies and equipment required to provide the services
41 contemplated by this Agreement. Any employee assigned by the City to perform work under
42 this Agreement shall remain the exclusive employee of the City for all purposes, including but
43 not limited to wages, salary, benefits and workers' compensation. Such City personnel shall not
44 be entitled to any compensation, rights or benefits of any kind from the REDA including,

45 workers' compensation benefits, unemployment compensation, disability, severance pay, or
 46 retirement benefits.

47

48 V. Assignment. This Agreement shall not be assigned or transferred by the City or the
 49 REDA without written consent of the other party and a minimum of 30 days notice in writing by
 50 the City.

51

52 VI. Termination: This Agreement may be terminated by either party prior to the
 53 termination date set forth in Provision 2 above, with or without cause, by giving the other party
 54 written notice of such termination at least 30 days prior to the date of such termination. The date
 55 of termination shall be stated in the notice. In the event of such termination the Contract Fee
 56 payable by the REDA shall be prorated based upon the number of days that this Agreement is in
 57 effect prior and including the date of termination bears to 365 ("Adjusted Fee"). In the event of
 58 such early termination the REDA shall pay to the City for the month in which such early
 59 termination occurs, the unpaid amount of the Adjusted Fee, which amount shall be paid within
 60 10 days after the early termination date rather than at the end of the quarter.

61

62 VII. Notices. Any notice to be given by either party upon the other under this Agreement
 63 shall be properly given: a) if delivered personally to the City Manager if such notice is to be
 64 given to the City, or if delivered personally to the Executive Director if such notice is to be given
 65 to the REDA, or b) if mailed to the other party by United States registered or certified mail,
 66 return receipt requested, postage prepaid, addressed in the manner set forth below:

67

68 If to City: City of Roseville
 69 Attn: City Manager
 70 2660 Civic Center Drive
 71 Roseville, MN 55113

72

73 If to REDA: Roseville Economic Development Authority
 74 Attn: Executive Director
 75 2660 Civic Center Drive
 76 Roseville, MN 55113

77

78 Notices shall be deemed effective on the date of receipt if given personally, or on the date of
 79 deposit in the U.S. mails if mailed; provided, however, if notice is given by deposit in the U.S.
 80 mails the time for response to any notice by the other party shall commence to run one business
 81 day after the date of mailing. Any party may change its address for the service of notice by
 82 giving written notice of such change to the other party, in any manner above specified, 10 days
 83 prior to the effective date of such change.

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IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
of the date set forth above.

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ROSEVILLE ECONOMIC DEVELOPMENT
AUTHORITY

Its President

Its Executive Director

CITY OF ROSEVILLE

Its Mayor

Its City Manager

Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 3rd day of December, 2018, between the Roseville Economic Development Authority, a public body corporate and politic and political subdivision of the state of Minnesota (hereinafter “REDA”), and Ehlers & Associate Inc., a S-Corporation, (hereinafter “Consultant”).

Preliminary Statement

REDA desires to hire the Consultant to render certain legal, technical, and/or professional assistance in connection with REDA’s undertakings. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

REDA and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be effective upon the approval of the REDA Board of Commissioners and execution by the President and Executive Director, the date of signature by the parties notwithstanding, and continue through the earlier of December 31, 2019, or the date of termination by either party upon 30-day written notice thereof as provided in paragraph 7 hereof.
3. **Compensation for Services.** REDA agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work. Fees shall be paid within 30 days following receipt of a monthly invoice for services performed on an as-needed basis. Consultant will also charge for reasonable out-of-pocket expenses such as reproductions, delivery services, long-distance telephone charges, and similar, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of REDA. REDA will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work, but only when authorized in writing by REDA. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
4. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be

46 paid in the same manner as other claims made to REDA. Invoices shall contain the
47 following:
48

49 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
50 employee, his or her name, job title, the number of hours worked, rate of pay for each
51 employee, a computation of amounts due for each employee, and the total amount
52 due for each project task. The Consultant shall verify all statements submitted for
53 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
54 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an
55 itemized listing and such documentation of such expenses as is reasonably required
56 by REDA. Each invoice shall contain REDA's project number and a progress
57 summary showing the original (or amended) amount of the Agreement, current
58 billing, past payments and unexpended balance due under the Agreement.
59

60 B. To receive any payment pursuant to this Agreement, the invoice must include the
61 following statement dated and signed by the Consultant: "I declare under penalty of
62 perjury that this account, claim, or demand is just and correct and that no part of it has
63 been paid."
64

65 5. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
66 in accordance with the normal standard of care in Ramsey County, Minnesota, for
67 professional services of like kind.
68

69 6. **Audit Disclosure.** Any reports, information, data and other written documents given to,
70 or prepared or assembled by the Consultant under this Agreement which REDA requests
71 to be kept confidential shall not be made available by the Consultant to any individual or
72 organization without REDA's prior written approval. The books, records, documents and
73 accounting procedures and practices of the Consultant or other parties relevant to this
74 Agreement are subject to examination by REDA and either the Legislative Auditor or the
75 State Auditor for a period of six (6) years after the effective date of this Agreement. The
76 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
77 Government Data Practices Act, to the extent the Act is applicable to data, documents,
78 and other information in the possession of the Consultant.
79

80 7. **Termination.** This Agreement may be terminated at any time by either party, with or
81 without cause, by delivering to the other party at the address of such party set forth in
82 paragraph 22, a written notice at least thirty (30) days prior to the date of such
83 termination. The date of termination shall be stated in the notice. Upon termination the
84 Consultant shall be paid for services rendered (and reimbursable expenses incurred if
85 required to be paid by REDA under this Agreement) by the Consultant through and until
86 the date of termination so long as the Consultant is not in default under this Agreement.
87 If however, REDA terminates the Agreement because the Consultant is in default of its
88 obligations under this Agreement, no further payment shall be payable or due to the
89 Consultant following the delivery of the termination notice, and REDA may, in addition
90 to any other rights or remedies it may have, retain another consultant to undertake or
91 complete the Work to be performed hereunder.

- 92
93 8. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
94 independent contractor and not an employee of REDA. No statement herein shall be
95 construed so as to find the Consultant an employee of REDA.
96
- 97 9. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
98 obligations hereunder, without the prior written consent of REDA.
99
- 100 10. **Services Not Provided For.** No claim for services furnished by the Consultant not
101 specifically provided for herein shall be paid by REDA.
102
- 103 11. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
104 state and local laws, statutes, ordinances, rules and regulations in the performance of the
105 Work. The Consultant and City, together with their respective agents and employees,
106 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
107 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
108 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
109 Work to be performed shall constitute a material breach of this Agreement and entitle
110 REDA to immediately terminate this Agreement.
111
- 112 12. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
113 not affect, in any respect, the validity of the remainder of this Agreement.
114
- 115 13. **Indemnification.** The parties shall indemnify and hold harmless each other and their
116 officials, agents, and employees from any loss, claim, liability, and expense (including
117 reasonable attorney's fees and expenses of litigation) arising out of any action
118 constituting malfeasance or gross negligence of the respective parties in the performance
119 of the service of this Agreement.
120
- 121 14. **Insurance.**
122
- 123 a. During the term of this Agreement, the Consultant shall maintain, at a minimum,
124 comprehensive general liability and professional liability insurance.
125 Comprehensive general liability insurance shall have an aggregate limit of Two
126 Million Dollars (\$2,000,000.00).
127
- 128 b. Upon request by REDA, the Consultant shall provide a certificate or certificates
129 of insurance relating to the insurance required. Such insurance secured by the
130 Contractor shall be issued by insurance companies licensed in Minnesota. The
131 insurance specified may be in a policy or policies of insurance, primary or excess.
132
- 133 c. Such insurance shall be in force on the date of execution of this Agreement and
134 shall remain continuously in force for the duration of the Agreement.
135
- 136 15. **Ownership of Documents.** All plans, diagrams, analysis, reports and information
137 generated in connection with the performance of this Agreement (“Information”) shall

138 become the property of REDA, but the Consultant may retain copies of such documents
139 as records of the services provided. REDA may use the Information for any reasons it
140 deems appropriate without being liable to the Consultant for such use. The Consultant
141 shall not use or disclose the Information for purposes other than performing the Work
142 contemplated by this Agreement without the prior consent of REDA.
143

- 144 16. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
145 related to this Agreement or the relationships which result from this Agreement shall be
146 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
147 actions by either party. Unless the parties agree otherwise, the mediation shall be in
148 accordance with the Commercial Mediation Procedures of the American Arbitration
149 Association then currently in effect. A request for mediation shall be filed in writing with
150 the American Arbitration Association and the other party. No arbitration or legal or
151 equitable action may be instituted for a period of 90 days from the filing of the request
152 for mediation unless a longer period of time is provided by agreement of the parties.
153 Cost of mediation shall be shared equally between the parties. Mediation shall be held in
154 the City of Roseville unless another location is mutually agreed upon by the parties. The
155 parties shall memorialize any agreement resulting from the mediation in a Mediated
156 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
157 court having jurisdiction thereof.
158
- 159 17. **Annual Review.** Prior to each anniversary of the date of this Agreement, REDA shall
160 have the right to conduct a review of the performance of the Work performed by the
161 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
162 to provide such information as REDA may reasonably request. Following each
163 performance review the parties shall, if requested by REDA, meet and discuss the
164 performance of the Consultant relative to the remaining Work to be performed by the
165 Consultant under this Agreement.
166
- 167 18. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of
168 REDA shall have a financial interest, direct or indirect, in this Agreement. (b) The
169 Consultant agrees to immediately inform, by written notice, the REDA Executive
170 Director of possible contractual conflicts of interest in representing REDA, as well as
171 property owners or developers, on the same project. Conflicts of interest may be grounds
172 for termination of this Agreement.
173
- 174 19. **Governing Law.** This Agreement shall be controlled by the laws of the State of
175 Minnesota.
176
- 177 20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
178 shall be considered an original.
179
- 180 21. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
181 for any reason, held by a court of competent jurisdiction to be contrary to law, such
182 decision shall not affect the remaining provisions of this Agreement.
183

184 22. **Notices.** All notices to be given hereunder shall be in writing and shall be deemed given
185 on the earlier of receipt or three (3) business days after deposit in the United States mail,
186 postage prepaid, addressed to:

187
188 Roseville Economic Development Authority
189 Attn: Executive Director
190 2660 Civic Center Drive
191 Roseville, MN 55113

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193 Ehlers & Associates, Inc.
194 Attn: Stacie Kvilvang
195 3060 Centre Pointe Dr.
196 Roseville, MN 55113

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198 23. **Entire Agreement.** Unless stated otherwise in this Provision 23, the entire agreement of
199 the parties is contained in this Agreement. All attachments referenced in this Agreement
200 are attached to and incorporated into this Agreement, and are part hereof as though they
201 were fully set forth in the body of this Agreement. This Agreement supersedes all prior
202 oral agreements and negotiations between the parties relating to the subject matter hereof
203 as well as any previous agreements presently in effect between the parties relating to the
204 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
205 provisions of this Agreement shall be valid only when expressed in writing and duly
206 signed by the parties, unless otherwise provided herein. The following agreements
207 supplement and are a part of this Agreement: None.
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209 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
210 of the date set forth above.

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ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

President

Executive Director

EHLERS & ASSOCIATES, INC.

By: _____

Its: _____

ATTACHMENT A

Consultant's Services

- A. Assist in economic development and housing project financing analysis:
 - a. Assist in analyzing developer's project pro forma representations and evaluate the need for public participation;
 - b. Identifying both private and public financing options for project;
 - c. Identifying and analyzing risks in public sector participation;
 - d. Assist in negotiating reasonable rates of return for private and public participants;
and
 - e. Assist in finalizing the financial data.
- B. Provide other general financial economic development consulting services requested by the REDA.
- C. Assist in development agreement negotiations and implementation of redevelopment plans.
- D. Review use of TIF/tax abatement and potential limits and make recommendations to meet current and anticipated redevelopment needs of the City.
- E. Attend REDA meetings as needed.

ATTACHMENT B

Consultant's 2019 Hourly Rates

The standard billing rate for referenced services will be provided on an hourly basis and is based upon Ehlers hourly fee of \$245 for City/EDA work and \$295 for developer escrow work.

Redevelopment TIF Districts \$15,000

Housing TIF Districts \$12,500

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4 **Standard Agreement for Professional Services**
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7 This Agreement (“Agreement”) is made on the 3rd day of December, 2018, between the
8 Roseville Economic Development Authority, a public body corporate and politic and political
9 subdivision of the state of Minnesota (hereinafter “REDA”), and Golden Shovel Agency, LLC, a
10 Limited Liability Company (hereinafter “Consultant”).
11

12 **Preliminary Statement**
13

14 REDA desires to hire the Consultant to render certain legal, technical, and/or professional
15 assistance in connection with REDA’s undertakings. The purpose of this Agreement is to set
16 forth the terms and conditions for the performance of professional services by the Consultant.
17

18 REDA and Consultant agree as follows:
19

- 20 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services
21 shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set
22 forth in Provision 3 below. The terms of this Agreement shall take precedence over and
23 supersede any provisions and/or conditions in any proposal submitted by the Consultant.
24
- 25 2. **Term.** The term of this Agreement shall be effective upon the approval of the REDA
26 Board of Commissioners and execution by the President and Executive Director, the date
27 of signature by the parties notwithstanding, and continue through the earlier of December
28 31, 2019, or the date of termination by either party upon 30-day written notice thereof as
29 provided in paragraph 7 hereof.
30
- 31 3. **Compensation for Services.** REDA agrees to pay the Consultant the compensation
32 described in Exhibit B attached hereto for the Work. Fees shall be paid within 30 days
33 following receipt of a monthly invoice for services performed on an as-needed basis.
34 Consultant will also charge for reasonable out-of-pocket expenses such as reproductions,
35 delivery services, long-distance telephone charges, and similar, subject to the following:
36
- 37 A. Any changes in the Work which may result in an increase to the compensation due
38 the Consultant shall require prior written approval of REDA. REDA will not pay
39 additional compensation for Work that does not have such prior written approval.
40
- 41 B. Third party independent contractors and/or subcontractors may be retained by the
42 Consultant when required by the complex or specialized nature of the Work, but only
43 when authorized in writing by REDA. The Consultant shall be responsible for and
44 shall pay all costs and expenses payable to such third party contractors unless
45 otherwise agreed to by the parties in writing.
46

- 47 4. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis, an
48 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
49 paid in the same manner as other claims made to REDA. Invoices shall contain the
50 following:
51
- 52 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
53 employee, his or her name, job title, the number of hours worked, rate of pay for each
54 employee, a computation of amounts due for each employee, and the total amount
55 due for each project task. The Consultant shall verify all statements submitted for
56 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
57 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an
58 itemized listing and such documentation of such expenses as is reasonably required
59 by REDA. Each invoice shall contain REDA's project number and a progress
60 summary showing the original (or amended) amount of the Agreement, current
61 billing, past payments and unexpended balance due under the Agreement.
62
- 63 B. To receive any payment pursuant to this Agreement, the invoice must include the
64 following statement dated and signed by the Consultant: "I declare under penalty of
65 perjury that this account, claim, or demand is just and correct and that no part of it has
66 been paid."
67
- 68 5. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
69 in accordance with the normal standard of care in Ramsey County, Minnesota, for
70 professional services of like kind.
71
- 72 6. **Audit Disclosure.** Any reports, information, data and other written documents given to,
73 or prepared or assembled by the Consultant under this Agreement which REDA requests
74 to be kept confidential shall not be made available by the Consultant to any individual or
75 organization without REDA's prior written approval. The books, records, documents and
76 accounting procedures and practices of the Consultant or other parties relevant to this
77 Agreement are subject to examination by REDA and either the Legislative Auditor or the
78 State Auditor for a period of six (6) years after the effective date of this Agreement. The
79 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
80 Government Data Practices Act, to the extent the Act is applicable to data, documents,
81 and other information in the possession of the Consultant.
82
- 83 7. **Termination.** This Agreement may be terminated at any time by either party, with or
84 without cause, by delivering to the other party at the address of such party set forth in
85 paragraph 22, a written notice at least thirty (30) days prior to the date of such
86 termination. The date of termination shall be stated in the notice. Upon termination the
87 Consultant shall be paid for services rendered (and reimbursable expenses incurred if
88 required to be paid by REDA under this Agreement) by the Consultant through and until
89 the date of termination so long as the Consultant is not in default under this Agreement.
90 If however, REDA terminates the Agreement because the Consultant is in default of its
91 obligations under this Agreement, no further payment shall be payable or due to the
92 Consultant following the delivery of the termination notice, and REDA may, in addition

93 to any other rights or remedies it may have, retain another consultant to undertake or
94 complete the Work to be performed hereunder.

95
96 8. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
97 independent contractor and not an employee of REDA. No statement herein shall be
98 construed so as to find the Consultant an employee of REDA.

99
100 9. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
101 obligations hereunder, without the prior written consent of REDA.

102
103 10. **Services Not Provided For.** No claim for services furnished by the Consultant not
104 specifically provided for herein shall be paid by REDA.

105
106 11. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
107 state and local laws, statutes, ordinances, rules and regulations in the performance of the
108 Work. The Consultant and City, together with their respective agents and employees,
109 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
110 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
111 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
112 Work to be performed shall constitute a material breach of this Agreement and entitle
113 REDA to immediately terminate this Agreement.

114
115 12. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
116 not affect, in any respect, the validity of the remainder of this Agreement.

117
118 13. **Indemnification.** The parties shall indemnify and hold harmless each other and their
119 officials, agents, and employees from any loss, claim, liability, and expense (including
120 reasonable attorney's fees and expenses of litigation) arising out of any action
121 constituting malfeasance or gross negligence of the respective parties in the performance
122 of the service of this Agreement.

123
124 14. **Insurance.**

125
126 a. During the term of this Agreement, the Consultant shall maintain, at a minimum,
127 comprehensive general liability and professional liability insurance.
128 Comprehensive general liability insurance shall have an aggregate limit of Two
129 Million Dollars (\$2,000,000.00).

130
131 b. Upon request by REDA, the Consultant shall provide a certificate or certificates
132 of insurance relating to the insurance required. Such insurance secured by the
133 Contractor shall be issued by insurance companies licensed in Minnesota. The
134 insurance specified may be in a policy or policies of insurance, primary or excess.

135
136 c. Such insurance shall be in force on the date of execution of this Agreement and
137 shall remain continuously in force for the duration of the Agreement.
138

- 139 15. **Ownership of Documents.** All plans, diagrams, analysis, reports and information
140 generated in connection with the performance of this Agreement (“Information”) shall
141 become the property of REDA, but the Consultant may retain copies of such documents
142 as records of the services provided. REDA may use the Information for any reasons it
143 deems appropriate without being liable to the Consultant for such use. The Consultant
144 shall not use or disclose the Information for purposes other than performing the Work
145 contemplated by this Agreement without the prior consent of REDA.
146
- 147 16. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
148 related to this Agreement or the relationships which result from this Agreement shall be
149 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
150 actions by either party. Unless the parties agree otherwise, the mediation shall be in
151 accordance with the Commercial Mediation Procedures of the American Arbitration
152 Association then currently in effect. A request for mediation shall be filed in writing with
153 the American Arbitration Association and the other party. No arbitration or legal or
154 equitable action may be instituted for a period of 90 days from the filing of the request
155 for mediation unless a longer period of time is provided by agreement of the parties.
156 Cost of mediation shall be shared equally between the parties. Mediation shall be held in
157 the City of Roseville unless another location is mutually agreed upon by the parties. The
158 parties shall memorialize any agreement resulting from the mediation in a Mediated
159 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
160 court having jurisdiction thereof.
161
- 162 17. **Annual Review.** Prior to each anniversary of the date of this Agreement, REDA shall
163 have the right to conduct a review of the performance of the Work performed by the
164 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
165 to provide such information as REDA may reasonably request. Following each
166 performance review the parties shall, if requested by REDA, meet and discuss the
167 performance of the Consultant relative to the remaining Work to be performed by the
168 Consultant under this Agreement.
169
- 170 18. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of
171 REDA shall have a financial interest, direct or indirect, in this Agreement. (b) The
172 Consultant agrees to immediately inform, by written notice, the REDA Executive
173 Director of possible contractual conflicts of interest in representing REDA, as well as
174 property owners or developers, on the same project. Conflicts of interest may be grounds
175 for termination of this Agreement.
176
- 177 19. **Governing Law.** This Agreement shall be controlled by the laws of the State of
178 Minnesota.
179
- 180 20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
181 shall be considered an original.
182

183 21. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
184 for any reason, held by a court of competent jurisdiction to be contrary to law, such
185 decision shall not affect the remaining provisions of this Agreement.

186
187 22. **Notices.** All notices to be given hereunder shall be in writing and shall be deemed given
188 on the earlier of receipt or three (3) business days after deposit in the United States mail,
189 postage prepaid, addressed to:

190
191 Roseville Economic Development Authority
192 Attn: Executive Director
193 2660 Civic Center Drive
194 Roseville, MN 55113

195
196 Golden Shovel Agency, LLC
197 43 East Broadway, Suite 104
198 Little Falls, MN 56345

199
200 23. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
201 the parties is contained in this Agreement. All attachments referenced in this Agreement
202 are attached to and incorporated into this Agreement, and are part hereof as though they
203 were fully set forth in the body of this Agreement. This Agreement supersedes all prior
204 oral agreements and negotiations between the parties relating to the subject matter hereof
205 as well as any previous agreements presently in effect between the parties relating to the
206 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
207 provisions of this Agreement shall be valid only when expressed in writing and duly
208 signed by the parties, unless otherwise provided herein. The following agreements
209 supplement and are a part of this Agreement: _____.

210

211 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
212 of the date set forth above.

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ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

President

Executive Director

(CONSULTANT)

By: _____

Its: _____

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ATTACHMENT A

Scope of Work

*Services:

- Marketing Strategy Creation
- Content Management System
 - Page Adding & Editing Functionality
 - Social Media Integration
 - User Training
 - 30 Hours Website Content Population
 - Search, Tracking & Report
- Content Creation and Maintenance:
 - Maintenance & Reports
 - Lead Forensics Tracking
 - Quarterly SEO
 - Monthly Golden Touch customer support & consultation
- Maintenance:
 - Hosting
 - Training
 - Software Updates
- Custom Website Copywriting

* Golden Shovel does not provide Email Hosting services. Client will be responsible for maintaining Email Hosting services with the service provider that best suits their needs according to their requirements.

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ATTACHMENT B

Compensation

Client shall pay Golden Shovel the sum of twelve thousand (\$12,000) annually with one-twelve of such sum, thousand (\$1,000), will be invoiced monthly for continuation of services (Hosting, Maintenance, Technical Support, Lead Forensics, and Content Management Service).

Any major changes to the project will require an addendum and no changes or additions will be made without Client's consent.

In addition to the foregoing fees, Client agrees to pay any sales, use or value-added taxes, if any, applicable to the services provided hereunder. Payment is due upon receipt of invoice, and interest of 1.5% per month will be added to any unpaid balance 30 days after payment is due.

1
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3
4 **Standard Agreement for Professional Services**
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6

7 This Agreement (“Agreement”) is made on the 3rd day of December, 2018, between the
8 Roseville Economic Development Authority, a public body corporate and politic and political
9 subdivision of the state of Minnesota (hereinafter “REDA”), and Center for Energy and
10 Environment, with offices at 212 3rd Avenue North, Suite 560, Minneapolis, MN 55401
11 (hereinafter “Consultant”).
12

13 **Preliminary Statement**
14

15 REDA desires to hire the Consultant to render certain legal, technical, and/or professional
16 assistance in connection with REDA’s undertakings. The purpose of this Agreement is to set
17 forth the terms and conditions for the performance of professional services by the Consultant.
18

19 REDA and Consultant agree as follows:
20

- 21 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services
22 shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set
23 forth in Provision 3 below. The terms of this Agreement shall take precedence over and
24 supersede any provisions and/or conditions in any proposal submitted by the Consultant.
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- 26 2. **Term.** The term of this Agreement shall be effective upon the approval of the REDA
27 Board of Commissioners and execution by the President and Executive Director, the date
28 of signature by the parties notwithstanding, and continue through the earlier of December
29 31, 2019, or the date of termination by either party upon 30-day written notice thereof as
30 provided in paragraph 7 hereof.
31
- 32 3. **Compensation for Services.** REDA agrees to pay the Consultant the compensation
33 described in Exhibit B attached hereto for the Work. Fees shall be paid within 30 days
34 following receipt of a monthly invoice for services performed on an as-needed basis.
35 Consultant will also charge for reasonable out-of-pocket expenses such as reproductions,
36 delivery services, long-distance telephone charges, and similar, subject to the following:
37
- 38 A. Any changes in the Work which may result in an increase to the compensation due
39 the Consultant shall require prior written approval of REDA. REDA will not pay
40 additional compensation for Work that does not have such prior written approval.
41
- 42 B. Third party independent contractors and/or subcontractors may be retained by the
43 Consultant when required by the complex or specialized nature of the Work, but only
44 when authorized in writing by REDA. The Consultant shall be responsible for and
45 shall pay all costs and expenses payable to such third party contractors unless
46 otherwise agreed to by the parties in writing.

- 47
48 4. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis, an
49 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
50 paid in the same manner as other claims made to REDA. Invoices shall contain the
51 following:
52
- 53 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
54 employee, his or her name, job title, the number of hours worked, rate of pay for each
55 employee, a computation of amounts due for each employee, and the total amount
56 due for each project task. The Consultant shall verify all statements submitted for
57 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
58 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an
59 itemized listing and such documentation of such expenses as is reasonably required
60 by REDA. Each invoice shall contain REDA's project number and a progress
61 summary showing the original (or amended) amount of the Agreement, current
62 billing, past payments and unexpended balance due under the Agreement.
63
- 64 B. To receive any payment pursuant to this Agreement, the invoice must include the
65 following statement dated and signed by the Consultant: "I declare under penalty of
66 perjury that this account, claim, or demand is just and correct and that no part of it has
67 been paid."
68
- 69 5. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
70 in accordance with the normal standard of care in Ramsey County, Minnesota, for
71 professional services of like kind.
72
- 73 6. **Audit Disclosure.** Any reports, information, data and other written documents given to,
74 or prepared or assembled by the Consultant under this Agreement which REDA requests
75 to be kept confidential shall not be made available by the Consultant to any individual or
76 organization without REDA's prior written approval. The books, records, documents and
77 accounting procedures and practices of the Consultant or other parties relevant to this
78 Agreement are subject to examination by REDA and either the Legislative Auditor or the
79 State Auditor for a period of six (6) years after the effective date of this Agreement. The
80 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
81 Government Data Practices Act, to the extent the Act is applicable to data, documents,
82 and other information in the possession of the Consultant.
83
- 84 7. **Termination.** This Agreement may be terminated at any time by either party, with or
85 without cause, by delivering to the other party at the address of such party set forth in
86 paragraph 22, a written notice at least thirty (30) days prior to the date of such
87 termination. The date of termination shall be stated in the notice. Upon termination the
88 Consultant shall be paid for services rendered (and reimbursable expenses incurred if
89 required to be paid by REDA under this Agreement) by the Consultant through and until
90 the date of termination so long as the Consultant is not in default under this Agreement.
91 If however, REDA terminates the Agreement because the Consultant is in default of its
92 obligations under this Agreement, no further payment shall be payable or due to the

93 Consultant following the delivery of the termination notice, and REDA may, in addition
94 to any other rights or remedies it may have, retain another consultant to undertake or
95 complete the Work to be performed hereunder.

96
97 8. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
98 independent contractor and not an employee of REDA. No statement herein shall be
99 construed so as to find the Consultant an employee of REDA.

100
101 9. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
102 obligations hereunder, without the prior written consent of REDA.

103
104 10. **Services Not Provided For.** No claim for services furnished by the Consultant not
105 specifically provided for herein shall be paid by REDA.

106
107 11. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
108 state and local laws, statutes, ordinances, rules and regulations in the performance of the
109 Work. The Consultant and City, together with their respective agents and employees,
110 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
111 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
112 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
113 Work to be performed shall constitute a material breach of this Agreement and entitle
114 REDA to immediately terminate this Agreement.

115
116 12. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
117 not affect, in any respect, the validity of the remainder of this Agreement.

118
119 13. **Indemnification.** The parties shall indemnify and hold harmless each other and their
120 officials, agents, and employees from any loss, claim, liability, and expense (including
121 reasonable attorney's fees and expenses of litigation) arising out of any action
122 constituting malfeasance or gross negligence of the respective parties in the performance
123 of the service of this Agreement.

124
125 14. **Insurance.**

126
127 a. During the term of this Agreement, the Consultant shall maintain, at a minimum,
128 comprehensive general liability and professional liability insurance.
129 Comprehensive general liability insurance shall have an aggregate limit of Two
130 Million Dollars (\$2,000,000.00).

131
132 b. Upon request by REDA, the Consultant shall provide a certificate or certificates
133 of insurance relating to the insurance required. Such insurance secured by the
134 Contractor shall be issued by insurance companies licensed in Minnesota. The
135 insurance specified may be in a policy or policies of insurance, primary or excess.

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137 c. Such insurance shall be in force on the date of execution of this Agreement and
138 shall remain continuously in force for the duration of the Agreement.

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141 generated in connection with the performance of this Agreement (“Information”) shall
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146 contemplated by this Agreement without the prior consent of REDA.
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150 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
151 actions by either party. Unless the parties agree otherwise, the mediation shall be in
152 accordance with the Commercial Mediation Procedures of the American Arbitration
153 Association then currently in effect. A request for mediation shall be filed in writing with
154 the American Arbitration Association and the other party. No arbitration or legal or
155 equitable action may be instituted for a period of 90 days from the filing of the request
156 for mediation unless a longer period of time is provided by agreement of the parties.
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160 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
161 court having jurisdiction thereof.
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165 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
166 to provide such information as REDA may reasonably request. Following each
167 performance review the parties shall, if requested by REDA, meet and discuss the
168 performance of the Consultant relative to the remaining Work to be performed by the
169 Consultant under this Agreement.
170
- 171 18. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of
172 REDA shall have a financial interest, direct or indirect, in this Agreement. (b) The
173 Consultant agrees to immediately inform, by written notice, the REDA Executive
174 Director of possible contractual conflicts of interest in representing REDA, as well as
175 property owners or developers, on the same project. Conflicts of interest may be grounds
176 for termination of this Agreement.
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- 178 19. **Governing Law.** This Agreement shall be controlled by the laws of the State of
179 Minnesota.
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- 181 20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
182 shall be considered an original.
183

184 21. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
185 for any reason, held by a court of competent jurisdiction to be contrary to law, such
186 decision shall not affect the remaining provisions of this Agreement.

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188 22. **Notices.** All notices to be given hereunder shall be in writing and shall be deemed given
189 on the earlier of receipt or three (3) business days after deposit in the United States mail,
190 postage prepaid, addressed to:

191
192 Roseville Economic Development Authority
193 Attn: Executive Director
194 2660 Civic Center Drive
195 Roseville, MN 55113

196
197 Center for Energy and Environment
198 Attn: Jennifer Amendt, Corporate Secretary
199 212 3rd Avenue North, Suite 560
200 Minneapolis, MN 554001

201
202 23. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
203 the parties is contained in this Agreement. All attachments referenced in this Agreement
204 are attached to and incorporated into this Agreement, and are part hereof as though they
205 were fully set forth in the body of this Agreement. This Agreement supersedes all prior
206 oral agreements and negotiations between the parties relating to the subject matter hereof
207 as well as any previous agreements presently in effect between the parties relating to the
208 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
209 provisions of this Agreement shall be valid only when expressed in writing and duly
210 signed by the parties, unless otherwise provided herein. The following agreements
211 supplement and are a part of this Agreement: None.
212

213 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
214 of the date set forth above.

215
216 ROSEVILLE ECONOMIC
217 DEVELOPMENT AUTHORITY
218

219
220
221 _____
222 President

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225 _____
226 Executive Director

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228
229 CENTER FOR ENERGY AND
230 ENVIRONMENT

231
232
233 By: _____
234 Stephanie Haddad

235
236 Its: _____
237 Corporate Secretary
238

EXHIBIT A

Scope of Work

Perform Standard Energy Audits and Home Energy Squad Enhanced visits

PROGRAM SCOPE

The purpose of the Standard Energy Audits and Home Energy Squad Enhanced visits are to promote energy conservation in residential properties. Home Energy Audits offer diagnostic tests, and follow-up services and Home Energy Squad Enhanced visits also offer the installation of energy saving materials.

ELIGIBLE PROPERTIES

Properties must be residential (from 1-4 units) and located within the geographical boundaries of the City of Roseville. Individual owners of condominiums or town homes are eligible for funding.

CONSULTANT TASKS

1. ***Conduct Standard Energy Audits.*** Consultant will conduct a blower door test to check for air leaks, visual inspection of insulation levels with use of infrared camera as weather permits, heating system and hot water heater combustion safety tests and a report to the homeowner on recommended energy upgrades (if resident is a renter, permission from the landlord may be required for doing these additional diagnostic services).
2. ***Conduct Home Energy Squad Enhanced Visits.*** Consultant will conduct Home Energy Squad Enhanced visits to help homeowners identify and implement energy savings opportunities in their homes. The Enhanced visit will include the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, a water heater blanket, programmable thermostats and LED light bulbs. In addition, it will include a blower door test to check for air leaks, visual inspection of insulation levels with use of infrared camera as weather permits, heating system and hot water heater combustion safety tests and a report to the homeowner on recommended energy upgrades (if resident is a renter, permission from the landlord may be required for doing these additional diagnostic services).

The co-pay and exact package of services are subject to change based on programmatic considerations, including Consultant's agreement with utilities and other factors which are outside the bounds of this agreement Consultant will notify the REDA prior to any changes taking effect. Consultant will lead a community-based marketing campaign to promote the program. The REDA shall provide assistance in developing and implementing this campaign.

3. ***Providing Air Sealing and Insulation quotes.*** If air sealing and/or insulation are recommended at a Home Energy Squad Enhanced visit, Consultant may provide a quote to the resident that would be honored by participating insulation contractors. Consultant is an independent third party to any transaction between the resident and the insulation

contractor. Consultant does not receive any compensation from insulation contractors, nor does Consultant or Xcel Energy accept any liability for any work performed by these contractors. Any agreement for work done by the contractors is solely between the contractor and the resident.

4. ***Follow-up services and insulation contractor assistance.*** If major upgrades (air sealing, insulation and furnace or boiler replacement) are recommended at the visit, Consultant will follow-up with homeowners through email or by phone to encourage implementation. When a quote is provided Consultant has the ability to schedule insulation work directly with a qualified contractor making it easier for homeowner to move forward with recommendations. Consultant will also provide contact information to program participants who have follow-up questions after the home visit.

REDA TASKS

1. ***Assist and coordinate with Consultant on marketing activities.*** This includes working with Consultant on press releases, articles in REDA newsletters, water bill inserts, promoting program on REDA website, REDA email lists, assistance in coordinating with neighborhood and other REDA leaders, assistance in reserving workshop and event space as needed.

CONTACTS

The following individuals shall be contacts for this program:

REDA:

Jeanne Kelsey, City of Roseville
Housing and Economic Development Program Director
Jeanne.Kelsey@cityofroseville.com or 651.792.7086

Consultant:

Stacy Boots Camp, Center for Energy and Environment
Assistant Outreach Manager
sbootscamp@mncee.org or 612.244.2429

ASSIGNMENT

REDA agrees to an immediate assignment of this agreement to the Center for Energy and Environment upon merger with Consultant.

EXHIBIT B**Compensation**

Consultant will perform Standard Energy Audits and Home Squad Enhanced visits for \$0 or \$40 for residents per the fee schedule listed below.

Type of Home Energy Visit	REDA payment	Resident co-pay
Standard Energy Audit	\$60	\$0
Home Energy Squad Enhanced visit	\$60	\$40

PAYMENT

Consultant shall submit regular invoices to the REDA for activity performed under this agreement. Invoices will be emailed to Jeanne Kelsey.

The REDA will reimburse Consultant \$60 for every Standard Energy Audit completed and \$60 for every Home Energy Squad Enhanced visit completed, not to exceed \$12,000 per year without further authorization from the REDA.

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3
4 **Standard Agreement for Professional Services**
5
6

7 This Agreement (“Agreement”) is made on the 3rd day of December, 2018, between the
8 Roseville Economic Development Authority, a public body corporate and politic and political
9 subdivision of the state of Minnesota (hereinafter “REDA”), and Center for Energy and
10 Environment (CEE), a Minnesota Nonprofit (hereinafter “Consultant”).
11

12 **Preliminary Statement**
13

14 REDA desires to hire the Consultant to render certain legal, technical, and/or professional
15 assistance in connection with REDA’s undertakings. The purpose of this Agreement is to set
16 forth the terms and conditions for the performance of professional services by the Consultant.
17

18 REDA and Consultant agree as follows:
19

- 20 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services
21 shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set
22 forth in Provision 3 below. The terms of this Agreement shall take precedence over and
23 supersede any provisions and/or conditions in any proposal submitted by the Consultant.
24
- 25 2. **Term.** The term of this Agreement shall be effective upon the approval of the REDA
26 Board of Commissioners and execution by the President and Executive Director, the date
27 of signature by the parties notwithstanding, and continue through the earlier of December
28 31, 2019, or the date of termination by either party upon 30-day written notice thereof as
29 provided in paragraph 7 hereof.
30
- 31 3. **Compensation for Services.** REDA agrees to pay the Consultant the compensation
32 described in Exhibit B attached hereto for the Work. Fees shall be paid within 30 days
33 following receipt of a monthly invoice for services performed on an as-needed basis.
34 Consultant will also charge for reasonable out-of-pocket expenses such as reproductions,
35 delivery services, long-distance telephone charges, and similar, subject to the following:
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- 37 A. Any changes in the Work which may result in an increase to the compensation due
38 the Consultant shall require prior written approval of REDA. REDA will not pay
39 additional compensation for Work that does not have such prior written approval.
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- 41 B. Third party independent contractors and/or subcontractors may be retained by the
42 Consultant when required by the complex or specialized nature of the Work, but only
43 when authorized in writing by REDA. The Consultant shall be responsible for and
44 shall pay all costs and expenses payable to such third party contractors unless
45 otherwise agreed to by the parties in writing.
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49 paid in the same manner as other claims made to REDA. Invoices shall contain the
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54 employee, a computation of amounts due for each employee, and the total amount
55 due for each project task. The Consultant shall verify all statements submitted for
56 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
57 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an
58 itemized listing and such documentation of such expenses as is reasonably required
59 by REDA. Each invoice shall contain REDA's project number and a progress
60 summary showing the original (or amended) amount of the Agreement, current
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64 following statement dated and signed by the Consultant: "I declare under penalty of
65 perjury that this account, claim, or demand is just and correct and that no part of it has
66 been paid."
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- 68 5. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
69 in accordance with the normal standard of care in Ramsey County, Minnesota, for
70 professional services of like kind.
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- 72 6. **Audit Disclosure.** Any reports, information, data and other written documents given to,
73 or prepared or assembled by the Consultant under this Agreement which REDA requests
74 to be kept confidential shall not be made available by the Consultant to any individual or
75 organization without REDA's prior written approval. The books, records, documents and
76 accounting procedures and practices of the Consultant or other parties relevant to this
77 Agreement are subject to examination by REDA and either the Legislative Auditor or the
78 State Auditor for a period of six (6) years after the effective date of this Agreement. The
79 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
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81 and other information in the possession of the Consultant.
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- 83 7. **Termination.** This Agreement may be terminated at any time by either party, with or
84 without cause, by delivering to the other party at the address of such party set forth in
85 paragraph 22, a written notice at least thirty (30) days prior to the date of such
86 termination. The date of termination shall be stated in the notice. Upon termination the
87 Consultant shall be paid for services rendered (and reimbursable expenses incurred if
88 required to be paid by REDA under this Agreement) by the Consultant through and until
89 the date of termination so long as the Consultant is not in default under this Agreement.
90 If however, REDA terminates the Agreement because the Consultant is in default of its
91 obligations under this Agreement, no further payment shall be payable or due to the
92 Consultant following the delivery of the termination notice, and REDA may, in addition

- 93 to any other rights or remedies it may have, retain another consultant to undertake or
94 complete the Work to be performed hereunder.
95
- 96 8. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
97 independent contractor and not an employee of REDA. No statement herein shall be
98 construed so as to find the Consultant an employee of REDA.
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- 100 9. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
101 obligations hereunder, without the prior written consent of REDA.
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- 103 10. **Services Not Provided For.** No claim for services furnished by the Consultant not
104 specifically provided for herein shall be paid by REDA.
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- 106 11. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
107 state and local laws, statutes, ordinances, rules and regulations in the performance of the
108 Work. The Consultant and City, together with their respective agents and employees,
109 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
110 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
111 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
112 Work to be performed shall constitute a material breach of this Agreement and entitle
113 REDA to immediately terminate this Agreement.
114
- 115 12. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
116 not affect, in any respect, the validity of the remainder of this Agreement.
117
- 118 13. **Indemnification.** The parties shall indemnify and hold harmless each other and their
119 officials, agents, and employees from any loss, claim, liability, and expense (including
120 reasonable attorney's fees and expenses of litigation) arising out of any action
121 constituting malfeasance or gross negligence of the respective parties in the performance
122 of the service of this Agreement.
123
- 124 14. **Insurance.**
125
- 126 a. During the term of this Agreement, the Consultant shall maintain, at a minimum,
127 comprehensive general liability and professional liability insurance.
128 Comprehensive general liability insurance shall have an aggregate limit of Two
129 Million Dollars (\$2,000,000.00).
130
- 131 b. Upon request by REDA, the Consultant shall provide a certificate or certificates
132 of insurance relating to the insurance required. Such insurance secured by the
133 Contractor shall be issued by insurance companies licensed in Minnesota. The
134 insurance specified may be in a policy or policies of insurance, primary or excess.
135
- 136 c. Such insurance shall be in force on the date of execution of this Agreement and
137 shall remain continuously in force for the duration of the Agreement.
138

- 139 15. **Ownership of Documents.** All plans, diagrams, analysis, reports and information
140 generated in connection with the performance of this Agreement (“Information”) shall
141 become the property of REDA, but the Consultant may retain copies of such documents
142 as records of the services provided. REDA may use the Information for any reasons it
143 deems appropriate without being liable to the Consultant for such use. The Consultant
144 shall not use or disclose the Information for purposes other than performing the Work
145 contemplated by this Agreement without the prior consent of REDA.
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- 147 16. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
148 related to this Agreement or the relationships which result from this Agreement shall be
149 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
150 actions by either party. Unless the parties agree otherwise, the mediation shall be in
151 accordance with the Commercial Mediation Procedures of the American Arbitration
152 Association then currently in effect. A request for mediation shall be filed in writing with
153 the American Arbitration Association and the other party. No arbitration or legal or
154 equitable action may be instituted for a period of 90 days from the filing of the request
155 for mediation unless a longer period of time is provided by agreement of the parties.
156 Cost of mediation shall be shared equally between the parties. Mediation shall be held in
157 the City of Roseville unless another location is mutually agreed upon by the parties. The
158 parties shall memorialize any agreement resulting from the mediation in a Mediated
159 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
160 court having jurisdiction thereof.
161
- 162 17. **Annual Review.** Prior to each anniversary of the date of this Agreement, REDA shall
163 have the right to conduct a review of the performance of the Work performed by the
164 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
165 to provide such information as REDA may reasonably request. Following each
166 performance review the parties shall, if requested by REDA, meet and discuss the
167 performance of the Consultant relative to the remaining Work to be performed by the
168 Consultant under this Agreement.
169
- 170 18. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of
171 REDA shall have a financial interest, direct or indirect, in this Agreement. (b) The
172 Consultant agrees to immediately inform, by written notice, the REDA Executive
173 Director of possible contractual conflicts of interest in representing REDA, as well as
174 property owners or developers, on the same project. Conflicts of interest may be grounds
175 for termination of this Agreement.
176
- 177 19. **Governing Law.** This Agreement shall be controlled by the laws of the State of
178 Minnesota.
179
- 180 20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
181 shall be considered an original.
182

183 21. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
184 for any reason, held by a court of competent jurisdiction to be contrary to law, such
185 decision shall not affect the remaining provisions of this Agreement.

186
187 22. **Notices.** All notices to be given hereunder shall be in writing and shall be deemed given
188 on the earlier of receipt or three (3) business days after deposit in the United States mail,
189 postage prepaid, addressed to:

190
191 Roseville Economic Development Authority
192 Attn: Executive Director
193 2660 Civic Center Drive
194 Roseville, MN 55113

195
196 Center for Energy and Environment
197 Attn: Jennifer Amendt, Corporate Secretary
198 212 3rd Avenue North, Suite 560
199 Minneapolis, MN 55401

200
201
202 23. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
203 the parties is contained in this Agreement. All attachments referenced in this Agreement
204 are attached to and incorporated into this Agreement, and are part hereof as though they
205 were fully set forth in the body of this Agreement. This Agreement supersedes all prior
206 oral agreements and negotiations between the parties relating to the subject matter hereof
207 as well as any previous agreements presently in effect between the parties relating to the
208 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
209 provisions of this Agreement shall be valid only when expressed in writing and duly
210 signed by the parties, unless otherwise provided herein. The following agreements
211 supplement and are a part of this Agreement: None.
212

213 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
214 of the date set forth above.

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ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

President

Executive Director

CENTER FOR ENERGY AND
ENVIRONMENT

By: _____

Its: _____

EXHIBIT A

Scope of Work

- A. Administer the following home improvement programs for residents of the City of Roseville (the “City”): MHFA Fix Up Fund, CEE Home Improvement, CEE Solar, CEE Energy, and the Roseville Home Improvement Loan Program by providing the following services:
 - 1. Provide information to residents and property owners about the programs, upon request.
 - 2. Assist the REDA in developing procedures for the programs.
 - 3. Receive and process applications from residents.
 - 4. Close loans for qualified applicants in accordance with the applicable program.
 - 5. Oversee the draw process for the funds, including, as necessary, reviewing draws, reviewing the progress of the work and collecting lien waivers and certificates of occupancy. Consultant may, for this purpose, rely on third-party representations and certifications.
 - 6. Provide monthly reports about the number of loans closed and the balance in each loan program.

- B. Service loans made to City residents:
 - 1. Assist with overseeing loan administration and collections from Community Reinvestment Fund (“CRF”).
 - 2. Assist with CRF to take such action pursuant to the CRF Contract if there is an uncured default by a borrower under a loan pursuant to an Installment Loan Program.

- C. Assist Roseville homeowners who are considering remodeling their homes by meeting with them to discuss the scope of their project and possible alternatives, then help them evaluate bids and determine when the project is fully complete;

- D. Provide housing information to Roseville residents, including information on emergency assistance, housing rehabilitation, first-time homebuyers, and limited rental information;

- E. Have Consultant’s staff visit residences as determined necessary by Consultant;

- F. Provide business energy improvements and program information to Roseville businesses;

EXHIBIT B**Compensation****TOTAL PROGRAM BUDGET \$585,000****ROSEVILLE REVOLVING LOAN PROGRAM BUDGET**

A.	<u>Revolving Loan Program Budget Allocation (includes Origination Fees, Post Installation Inspections Aged Delinquency Monitoring):</u>	\$570,000
B.	<u>Remodeling Advisor Visit Budget</u>	\$15,000

Budget Notes:

1. Funds to be transferred between Budget Categories in this Exhibit that do not change the Total Contract Amount must be approved in writing by the REDA.
2. CEE shall submit monthly invoices to the REDA for the loan principal and administrative fees and quarterly invoices for the aged delinquency reporting services.
3. Services performed by CEE will initially be funded from the Total Program Budget as stated above and paid in accordance with the following schedule.

(1) Origination: Revolving and Emergency	\$550.00 per loan closed
(2) Post Installation Inspection	\$100.00 per inspection
(3) Remodeling Advisor Visit	\$225.00 per inspection
(4) Annual administration fee	\$500.00 annually
3. Loan Servicing
The REDA will contract directly with a servicing company. The REDA shall establish a process where CEE receives copies of the monthly servicing reports.
4. Marketing
Marketing efforts will be supported by CEE and marketing costs are not included in the administrative budget. Hourly rates are inclusive of all overhead expenses and will be charged only for hours directly related to the labor of all program marketing. CEE will also be reimbursed by the REDA for any non-labor, out-of-pocket expenses relating to these services on a dollar-for-dollar basis.

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2
3
4 **Standard Agreement for Professional Services**
5
6

7 This Agreement (“Agreement”) is made on the 3rd day of December, 2018, between the
8 Roseville Economic Development Authority, a public body corporate and politic and political
9 subdivision of the state of Minnesota (hereinafter “REDA”), and Community Reinvestment
10 Fund, a Minnesota Nonprofit Corporation (hereinafter “Consultant”).
11

12 **Preliminary Statement**
13

14 REDA desires to hire the Consultant to render certain legal, technical, and/or professional
15 assistance in connection with REDA’s undertakings. The purpose of this Agreement is to set
16 forth the terms and conditions for the performance of professional services by the Consultant.
17

18 REDA and Consultant agree as follows:
19

- 20 1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services
21 shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set
22 forth in Provision 3 below. The terms of this Agreement shall take precedence over and
23 supersede any provisions and/or conditions in any proposal submitted by the Consultant.
24
- 25 2. **Term.** The term of this Agreement shall be effective upon the approval of the REDA
26 Board of Commissioners and execution by the President and Executive Director, the date
27 of signature by the parties notwithstanding, and continue through the earlier of December
28 31, 2018, or the date of termination by either party upon 30-day written notice thereof as
29 provided in paragraph 7 hereof.
30
- 31 3. **Compensation for Services.** REDA agrees to pay the Consultant the compensation
32 described in Exhibit B attached hereto for the Work. Fees shall be paid within 30 days
33 following receipt of a monthly invoice for services performed on an as-needed basis.
34 Consultant will also charge for reasonable out-of-pocket expenses such as reproductions,
35 delivery services, long-distance telephone charges, and similar, subject to the following:
36
- 37 A. Any changes in the Work which may result in an increase to the compensation due
38 the Consultant shall require prior written approval of REDA. REDA will not pay
39 additional compensation for Work that does not have such prior written approval.
40
- 41 B. Third party independent contractors and/or subcontractors may be retained by the
42 Consultant when required by the complex or specialized nature of the Work, but only
43 when authorized in writing by REDA. The Consultant shall be responsible for and
44 shall pay all costs and expenses payable to such third party contractors unless
45 otherwise agreed to by the parties in writing.
46

- 47 4. **Method of Payment.** The Consultant shall submit to REDA, on a monthly basis, an
48 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
49 paid in the same manner as other claims made to REDA. Invoices shall contain the
50 following:
51
- 52 A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each
53 employee, his or her name, job title, the number of hours worked, rate of pay for each
54 employee, a computation of amounts due for each employee, and the total amount
55 due for each project task. The Consultant shall verify all statements submitted for
56 payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For
57 reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an
58 itemized listing and such documentation of such expenses as is reasonably required
59 by REDA. Each invoice shall contain REDA's project number and a progress
60 summary showing the original (or amended) amount of the Agreement, current
61 billing, past payments and unexpended balance due under the Agreement.
62
- 63 B. To receive any payment pursuant to this Agreement, the invoice must include the
64 following statement dated and signed by the Consultant: "I declare under penalty of
65 perjury that this account, claim, or demand is just and correct and that no part of it has
66 been paid."
67
- 68 5. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
69 in accordance with the normal standard of care in Ramsey County, Minnesota, for
70 professional services of like kind.
71
- 72 6. **Audit Disclosure.** Any reports, information, data and other written documents given to,
73 or prepared or assembled by the Consultant under this Agreement which REDA requests
74 to be kept confidential shall not be made available by the Consultant to any individual or
75 organization without REDA's prior written approval. The books, records, documents and
76 accounting procedures and practices of the Consultant or other parties relevant to this
77 Agreement are subject to examination by REDA and either the Legislative Auditor or the
78 State Auditor for a period of six (6) years after the effective date of this Agreement. The
79 Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota
80 Government Data Practices Act, to the extent the Act is applicable to data, documents,
81 and other information in the possession of the Consultant.
82
- 83 7. **Termination.** This Agreement may be terminated at any time by either party, with or
84 without cause, by delivering to the other party at the address of such party set forth in
85 paragraph 22, a written notice at least thirty (30) days prior to the date of such
86 termination. The date of termination shall be stated in the notice. Upon termination the
87 Consultant shall be paid for services rendered (and reimbursable expenses incurred if
88 required to be paid by REDA under this Agreement) by the Consultant through and until
89 the date of termination so long as the Consultant is not in default under this Agreement.
90 If however, REDA terminates the Agreement because the Consultant is in default of its
91 obligations under this Agreement, no further payment shall be payable or due to the
92 Consultant following the delivery of the termination notice, and REDA may, in addition

- 93 to any other rights or remedies it may have, retain another consultant to undertake or
94 complete the Work to be performed hereunder.
95
- 96 8. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
97 independent contractor and not an employee of REDA. No statement herein shall be
98 construed so as to find the Consultant an employee of REDA.
99
- 100 9. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
101 obligations hereunder, without the prior written consent of REDA.
102
- 103 10. **Services Not Provided For.** No claim for services furnished by the Consultant not
104 specifically provided for herein shall be paid by REDA.
105
- 106 11. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
107 state and local laws, statutes, ordinances, rules and regulations in the performance of the
108 Work. The Consultant and City, together with their respective agents and employees,
109 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes
110 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any
111 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the
112 Work to be performed shall constitute a material breach of this Agreement and entitle
113 REDA to immediately terminate this Agreement.
114
- 115 12. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
116 not affect, in any respect, the validity of the remainder of this Agreement.
117
- 118 13. **Indemnification.** The parties shall indemnify and hold harmless each other and their
119 officials, agents, and employees from any loss, claim, liability, and expense (including
120 reasonable attorney's fees and expenses of litigation) arising out of any action
121 constituting malfeasance or gross negligence of the respective parties in the performance
122 of the service of this Agreement.
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- 124 14. **Insurance.**
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127 comprehensive general liability and professional liability insurance.
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132 of insurance relating to the insurance required. Such insurance secured by the
133 Contractor shall be issued by insurance companies licensed in Minnesota. The
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152 Association then currently in effect. A request for mediation shall be filed in writing with
153 the American Arbitration Association and the other party. No arbitration or legal or
154 equitable action may be instituted for a period of 90 days from the filing of the request
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164 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
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166 performance review the parties shall, if requested by REDA, meet and discuss the
167 performance of the Consultant relative to the remaining Work to be performed by the
168 Consultant under this Agreement.
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- 170 18. **Conflicts.** (a) No salaried officer or employee of REDA and no member of the Board of
171 REDA shall have a financial interest, direct or indirect, in this Agreement. (b) The
172 Consultant agrees to immediately inform, by written notice, the REDA Executive
173 Director of possible contractual conflicts of interest in representing REDA, as well as
174 property owners or developers, on the same project. Conflicts of interest may be grounds
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189 postage prepaid, addressed to:

190
191 Roseville Economic Development Authority
192 Attn: Executive Director
193 2660 Civic Center Drive
194 Roseville, MN 55113

195
196 Community Reinvestment Fund, USA
197 Director of Loan Operations
198 801 Nicollet Mall, Suite 1700W
199 Minneapolis, MN 55402

200
201 23. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
202 the parties is contained in this Agreement. All attachments referenced in this Agreement
203 are attached to and incorporated into this Agreement, and are part hereof as though they
204 were fully set forth in the body of this Agreement. This Agreement supersedes all prior
205 oral agreements and negotiations between the parties relating to the subject matter hereof
206 as well as any previous agreements presently in effect between the parties relating to the
207 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
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209 signed by the parties, unless otherwise provided herein. The following agreements
210 supplement and are a part of this Agreement: _____.

211

212 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
213 of the date set forth above.

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ROSEVILLE ECONOMIC
DEVELOPMENT AUTHORITY

President

Executive Director

Community Reinvestment Fund, USA

By: _____

Its: _____

Exhibit A

Scope of Work

INVESTOR SETUP AND LOAN TRANSFER

- **Investor Setup-** Servicer will set up client in the servicing system so the software is able to assign loans and produce reports for the client.
- **Portal access-**Servicer will set up access on portal to client authorized personnel. Client will have the ability to access investor reports, any loan in the investor's portfolio as well as comments related to any loan.
- **Loan Transfer-**On determined date, loans will be transferred from current investor code GMHC to REDA.

NEW LOAN SET UP

- **Loan Boarding-** Servicer will receive loan information from Center for Energy and Environment in an agreed upon format for boarding the loan into the Servicer's servicing system. Within 3 days of receipt, Servicer will board the new loan using the information provided.
- **Quality Control Review-**the loan will be reviewed prior to activation to verify the servicing system matches the terms of the promissory note.
- **Welcome Letter-**A welcome letter will be sent to the borrower upon loan setup. This letter shall include the toll free customer service number as well as an email address that are available for the borrower to use should they have a question regarding their loan. Customer service is available from 8:00 AM to 4:30 PM Monday through Friday. An ACH form is included in the letter for the borrower to complete and return to CRF if they would like their payments drafted automatically. The letter will also contain instructions for the borrower to receive access to loan portal where they have access to all their loan information and ability to make payments.

STANDARD SERVICING

- **Billing-** Borrowers with loans that have regularly scheduled payments will receive billing statements on a monthly basis or appropriate frequency based on terms of the promissory note.
- **Collection of Loan payments-**Servicer shall collect payments of principal, interest and any appropriate fees. Funds will be held in a custodial account in the name of Roseville Economic Development Authority until the time it is distributed to REDA.
- **Customer Service-** Servicer shall provide customer service from 8:00AM – 4:30 PM CST. The customer service team is available through the toll free phone number or email at loanservicing@crfusa.com . Borrowers are able to view loan information on loan portal as well as schedule payments. Setup instructions are included in the Welcome letter.

- **Past Due Collections-** Servicer will make reasonable efforts to maintain loans in a current status and will deal promptly who are delinquent. Servicer will deal with loan defaults as directed by REDA.
- **Reporting-** Servicer will provide standard monthly reporting to client and Center for Energy and Environment on the 1st business day of the month. The standard reports are as listed:
 - Loan Trial Balance
 - Aged Delinquency
 - Principal and Interest Collections
 - New Loan
 - Paid LoanSpecial reports may be added at an additional cost for programming.
- **IRS Reporting-**Servicer shall provide borrowers with the required IRS annual tax reporting.
- **Funds Remittance-**Servicer shall remit collected funds less servicing fee to client by the 10th business day of the month. Late charges will be retained by Servicer. Funds will be remitted via ACH. An invoice will be distributed detailing the servicing fees.

LIEN SATISFACTION PREPARATION

- **Loan Payoffs-**Servicer will process loan payoffs, issue payoff statements as requested by authorized individuals within 48 hours and remit funds to client. Servicer shall draft mortgage satisfactions 10 business days after loan is paid in full to ensure funds received are cleared. Satisfaction is sent to client for signature. .

Exhibit B**Compensation**

**Contract Loan Servicing Pricing
Selected Activities
Roseville Economic Development Authority**

Activity	Description	Pricing
De-convert Services of Loan	Transferring of loan to other servicer.	\$40.00 – Per Loan
New Loan Setup	Loan Boarded to servicing system and quality control review, welcome letter	\$20.00- One-time fee
Standard Servicing Activities	Payment processing, billing notices, customer service, investor reporting, early collections	\$10.00-per loan per month
Lien Satisfaction Preparation	Create mortgage/deed of trust satisfaction	\$35.00 One-time fee

Available Activities

Roseville Economic Development Authority

Activity	Description	Pricing
Participation Servicing Activities	Remittance and reporting to a participant	\$25.00-per loan monthly in addition to \$10.00 wire fee per remittance
Subordination Preparation	Prepare and review subordination	\$200.00 per item (Borrower Paid)
Escrow Management	Maintain escrow accounts, pay taxes and/or insurance	\$10.00 per loan per month
Tax Monitoring	Verification of taxes if no escrow required	\$5.00 per loan per month
Insurance Monitoring	Verification of insurance if no escrow required	\$5.00 per loan per month
Lien Satisfaction Filing	File with appropriate county/state	\$25.00 plus filing fee
Final /Special Processing Transaction	For Charge-off, foreclosure, service release, loans not paid in full but no longer active on the servicing system	\$25.00 per transaction
Occupancy/Homestead Verification	Complete verification to determine if borrower still living in home if required per program loan documents	\$80.00 per hour
Special Report Programming	Special report creation not included in standard report package	\$150.00 per hour
Special Reporting Distribution	Monthly maintenance for special reports created for distribution	\$80.00 per hour, but fee will be set based on actual time determined and set to a fixed fee
Special Project work	Special requests, such as assistance in audit preparation, special mailings etc...	\$80.00 per hour plus any charges that may be incurred from 3 rd party vendor.
Non Standard Servicing Activities	Any additional activities required for servicing a loan not specified in contract	\$80.00 per hour, fee will be set based on time to complete task on a regular basis
Investor setup and loan transfer	Set up investor structure and transfer loan to new investor codes	\$500.00-One-time fee
Default Management	Example of activities: Repayment plan, Forbearance, Deferment, Extension	TBD based on specific event