



Dallas County
BRIEFING / COURT ORDER
Commissioners Court - Feb 15 2022

☐ Resolution
☒ Solicitation/Contract
☐ Executive Session
☐ Addendum

Authorize a two-year service price agreement with three one-year renewal options for Third-Party Administrator to Assist with the County's Proposed Property Assessed Clean Energy (PACE) Program, RFP 2021-037-6904, from February 15, 2022 through February 14, 2024, with Texas Property Assessed Clean Energy Authority dba Texas PACE Authority and Lone Star PACE LLC., most advantageous proposers of two - No cost consideration

Briefing Date: Feb 15 2022
Funding Source: No funding source - Paid through lenders of approved projects
Originating Department: Purchasing
Prepared by: Nancy Martinez, Buyer
Recommended by: Michael Frosch, Director of Purchasing

BACKGROUND INFORMATION:

This service price agreement provides a third-party administrator for the County's Property Assessed Clean Energy (PACE) program. In 2013, the Property Assessed Clean Energy (PACE) Act (SB 385) was enacted by the State of Texas, and, since that time, a number of local governments have established PACE programs. PACE is an innovative financing program that allows owners of commercial, industrial, and multi-family residential properties to obtain low-cost, long-term loans for long-term or permanent water conservation, energy-efficiency improvements, and renewable retrofits.

The third-party Administrator will serve as the primary point of contact for the Dallas County PACE program. The Administrator will be responsible for overseeing the PACE program and coordinating efforts between the property owners and lenders throughout the application process, verifying financial ability of the applicants, gathering reporting data to comply with the statute, promotional marketing of the program, and maintaining the Dallas County PACE website. Additionally, the Administrator will maintain a list of third-party lenders and independent third-party reviewers (qualified engineers) to facilitate PACE transactions and will file the Notice of Lien Assessment (as signed by County) with the County. The third-party lender will retain the property owner's payments to repay the debt and remit to the Program Administrator any administration fees.

The third-party Administrators fee will be paid directly to the third-party Administrator by the applicant/lender. Such fees will not exceed the fees below; however, the Services Provider may modify fees to be less than the amounts noted:

- \$500.00 Application Fee per project at the time of application submittal;
- Closing costs of \$2,500.00 or 1% of the total amount of the assessment (less the \$500 application fee), whichever is greater, to be paid at closing.

Prior Action:

On June 15, 2021 through Court Order 2021-0597, the Purchasing Department received authorization for issuance of RFP 2021-XXX-XXXX Third-Party Administrator to Assist with the County's Proposed Property Assessed Clean Energy (PACE) Program, and negotiated within statutory requirements.

Procurement Information:

As part of the solicitation process and in an effort to increase competition, the Purchasing Department used its procurement system to send out 8,129 email notifications to vendors registered under respective commodities. To further increase competition, the Purchasing Department uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors. Additionally, in an effort to secure more responses and increase SBE utilization, the Purchasing and Small Business Enterprise Departments sent notifications to small business enterprise certification partners and chambers of commerce to ensure maximum vendor outreach.

A five member committee from the following departments reviewed and evaluated proposals:

County Administrator (1)
Planning and Development (1)
Tax Office (1)
Purchasing (1)
Small Business Enterprise (1)

The committee evaluated each proposing entity on the basis of the published criterion and ranked vendors accordingly. The Purchasing Department evaluated cost only and the Small Business Enterprise Department evaluated SBE only.

*Denotes successful proposers:

Vendor	Address	Overall Score
*Texas Property Assessed Clean Energy Authority dba Texas PACE Authority	6300 La Calma Drive Suite 170 Austin, TX 78752	93.00
*Lone Star PACE LLC	6988 Lebanon Road Suite 103 Frisco, TX 75034	71.67

OPERATIONAL IMPACT:

N/A

FINANCIAL IMPACT:

No cost consideration to the County; fees are paid by applicants/lenders through the application fee and closing cost.

LEGAL IMPACT:

The District Attorney - Civil Division has reviewed RFP 2021-037-6904 Third-Party Administrator to Assist with the County's Proposed Property Assessed Clean Energy (PACE) Program vendors' responses and approved the contract documents as to form.

PROJECT SCHEDULE:

This service agreement is effective from February 15, 2022 through February 14, 2024. This agreement contains three one-year renewal options.

SBE PARTICIPATION:

1. Lone Star Pace, LLC – Award Estimated Amount (To be determined)

Prime is not certified and will be utilizing the following subcontractor:

Lone Armadillo Marketing Agency dba Always Viable Signs, LLC – SBE (White/Female) certified – will provide marketing services at a to be determined percentage based on volume of work assigned by Dallas County.

2. Texas Property Assessed Clean Energy Authority dba Texas Pace Authority – Award Estimated Amount (To be determined)

Prime is not certified and will be utilizing the following subcontractor:

The In Group International, LLC – SBE (Black/Male) certified – will provide construction and technology consulting solutions and services at 40% SBE participation.

Total SBE Participation = 40%

ADMINISTRATIVE PLAN COMPLIANCE:

This service agreement complies with Dallas County's Administrative Plan Vision 1; Dallas County is operationally a model governmental entity.

RECOMMENDATION:

Authorize a two-year service price agreement with three one-year renewal options for Third-Party Administrator to Assist with the County's Proposed Property Assessed Clean Energy (PACE) Program, RFP 2021-037-6904, from February 15, 2022 through February 14, 2024, with Texas Property Assessed Clean Energy Authority dba Texas PACE Authority and Lone Star PACE LLC., most advantageous proposers of two - No cost consideration

OTHER:

N/A

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize a two-year service price agreement with three one-year renewal options for Third-Party Administrator to Assist with the County's Proposed Property Assessed Clean Energy (PACE) Program, RFP 2021-037-6904, from February 15, 2022 through February 14, 2024, with Texas Property Assessed Clean Energy Authority dba Texas PACE Authority and Lone Star PACE LLC., most advantageous proposers of two - No cost consideration

CONTRACT DETAILS:

Contract Title: RFP 2021-037-6904 Third-Party Administrator to Assist with the County's Proposed Property Assessed Clean Energy (PACE) Program
Description: RFP 2021-037-6904 Third-Party Administrator to Assist with the County's Proposed Property Assessed Clean Energy (PACE) Program
Transaction Type: New
Contract Number: 2021-037-6904 **Total Cost:** No cost consideration
Start Date: February 15, 2022 **Expiration Date:** February 15, 2024
Vendor: Texas Property Assessed Clean Energy Authority dba Texas PACE Authority and Lone Star PACE LLC

ATTACHMENTS:

[PUR-FRM-148 Notice of Highest Ranked Proposal Form \(1\)](#)
[Texas Property Assessed Clean Energy Authority dba Texas PACE Authority - Signed Agreement](#)
[Texas Property Assessed Clean Energy Authority dba Texas PACE Authority - 1295](#)
[Texas Property Assessed Clean Energy Authority dba Texas PACE Authority - 2252](#)
[Texas Property Assessed Clean Energy Authority dba Texas PACE Authority - 2270](#)
[Texas Property Assessed Clean Energy Authority dba Texas PACE Authority - EEO1](#)

[Lone Star Pace LLC - Signed Agreement](#)
[Lone Star Pace LLC - 1295](#)
[Lone Star Pace LLC - 2252](#)
[Lone Star Pace LLC - 2270](#)
[Lone Star Pace LLC - EEO1](#)



REQUEST FOR PROPOSALS (RFP)
NOTICE OF HIGHEST RANKED PROPOSAL

Date: January 26, 2022

To: Jonathon Bazan

RFP # and Title: 2021-037-6904 Third Party Administrator for PACE Program

Evaluation summary attached.

<u>VENDOR:</u>	<u>SCORE:</u>
<i>Texas PACE Authority</i>	<i>93.00</i>
<i>Lone Star Pace LLC</i>	<i>71.67</i>

The Purchasing Department received 2 proposal responses for the subject solicitation. The proposals were opened on August 19, 2021. The evaluation committee has reviewed, conducted their evaluation and the following vendors have been deemed the highest ranked proposers.

Vendor Names:

Texas PACE Authority

Lone Start PACE LLC

The vendors proposals have been included with this form, please verify the proposals and scope of work requirements were met.

If the department deems the highest ranked proposer) do not meet the minimum requirements, the department must provide the Purchasing Department a memo, signed by a department executive, justifying its findings.

Please sign and return this form no later than January 26, 2022 and return to the following Contracts Specialist:

Should you have any questions, please contact me at: nancy.martinez@dallascounty.org, 214-653-6223

Please select one of the options below to illustrate your recommended approach:

☒ I/We have reviewed the evaluation scores, tabulation and supporting documentation and I/We find the product(s)/ service(s) comply with the proposal scope of work and minimum requirements. As a result, this department recommends award to the highest ranked proposer(s) as indicated above.

☐ I/We have reviewed the evaluation scores, tabulation and supporting documentation, however, this department does NOT recommend award to the highest ranked proposer(s) as indicated above.

Department comments:

Department Executive: _____

A handwritten signature in black ink, appearing to read "Jonathon Bazan".

Date: January 27, 2022

Printed Name: _____

Jonathon Bazan

Department Name: _____

Commissioners Court Administration

Rev. 1 – 4/6/20

Doc#PUR-FRM-148

**PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN DALLAS
COUNTY, TEXAS AND TEXAS PACE AUTHORITY**

THIS AGREEMENT is made and entered by and between DALLAS COUNTY, TEXAS, hereinafter referred to as "County", and TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY d/b/a TEXAS PACE AUTHORITY, hereinafter referred to as "Services Provider", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, County desires to engage the services of a qualified consultant to administer a Texas Property Assessed Clean Energy program for Dallas County, Texas pursuant to the Property Assessed Clean Energy Act ("PACE Act"), Texas Local Government Code Chapter 399, and serve as an Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "Program"; and

WHEREAS, Services Provider desires to render such services for County upon the terms and conditions provided herein; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

County hereby agrees to retain Services Provider to serve as an administrator of County's PACE program and Services Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further described in Exhibit "A" (collectively "Scope of Services"). The parties understand and agree that the County may authorize deviations or modifications in the Scope of Services from time to time, but said authorization must be made in writing. Prior to commencing Services under this Agreement, Services Provider agrees to deliver the following to County:

- a) Documents that describe the program requirements and project process and fees;
- b) Certification the Services Provider will adhere to the PACE in a Box underwriting and technical standards as updated from time-to-time.

III. TERM OF AGREEMENT

The initial term shall commence upon the complete execution of the Agreement by County and Services Provider. The initial term period will be for two (2) years, with three (3) one-year renewal options. Upon (60) sixty days notice, in writing, either party may terminate this Agreement. Notwithstanding the termination of this Agreement, Services Provider shall be permitted to continue administration of any third party agreements under the PACE program commenced prior to termination of this Agreement, and to recover any compensation due Services Provider for services performed in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the Scope of Services set forth in Exhibit "A", in accordance with the compensation schedule set forth in Exhibit "B" hereto. The County shall have no obligation to pay Services Provider for performance of the Scope of Services. All payments to Services Provider shall be made by participants in the PACE program in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for Services Provider to meet all insurance requirements, as set forth in Exhibit "C" to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD COUNTY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM COUNTY ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF COUNTY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. COUNTY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO

AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of County; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between County and Services Provider, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between County and Services Provider.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of County, except to an Affiliate of Services Provider. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Services Provider, including, without limitation, any parent corporation controlling Services Provider or any subsidiary that Services Provider controls; (2) the surviving corporation resulting from the merger or consolidation of Services Provider; or (3) any person or entity which acquires all of the assets of Services Provider as a going concern. Services Provider shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Services Provider shall not subcontract the entirety of the Scope of Services to a single subcontractor without written County consent. Services Provider further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Services Provider from its full obligations to County as provided by this Agreement. Services Provider will provide written notice of any and all assignments allowed for herein.

IX. AUDITS AND RECORDS

Services Provider agrees that County or its designee shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Services Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Services Provider agrees that County shall have access during normal working hours to all necessary Services Provider's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Services Provider reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that County shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Services Provider. In the event of such termination, Services Provider shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Services Provider in connection with Administration of the Project and the services set forth in this Agreement. In the event of termination by County, Services Provider shall be compensated in accordance with Section III of this Agreement with respect to any third party agreements under administration by Services Provider at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this agreement may be made at any time upon agreement by County and Services Provider.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, Services Provider agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Dallas County, Texas
Attn: Jonathon Bazan
500 Elm St.
Dallas, TX 75218

County agrees that all notices or communications to Services Provider permitted or required under this Agreement shall be addressed to Services Provider at the following address:

Texas PACE Authority
Attn: Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties represent and warrant they are the legally authorized officials and have the necessary authority to execute this Agreement on behalf of the parties and to bind them to this Agreement.

XV. MISCELLANEOUS


- A. This is a contract for the purchase of personal or professional services, and is therefore exempt from any competitive bidding requirements of County.
- B. Paragraph Headings: The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.
- C. Agreement Interpretation: This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.
- D. Venue/Governing Law: The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Dallas County, Texas. Exclusive venue shall lie in Dallas County, Texas.
- E. Successors and Assigns: County and Services Provider and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- F. Severability: In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.
- G. Effective Date: This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

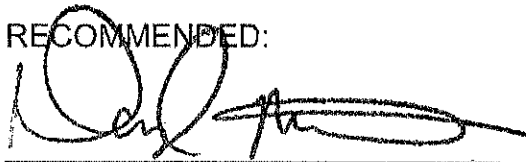
DALLAS COUNTY:

Texas Property Assessed Clean
Energy Authority d/b/a Texas
PACE Authority

By: Hon. Clay Lewis Jenkins
Title: Dallas County Judge


By: Charlene Heydinger
Title: President

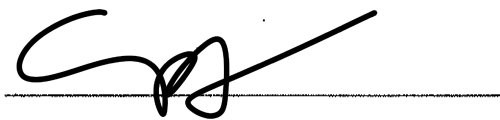
RECOMMENDED:

A handwritten signature in black ink, appearing to read 'Darryl Martin', written over a horizontal line.

By: Darryl Martin
Dallas County Administrator

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

A handwritten signature in black ink, appearing to read 'Chong Choe', written over a horizontal line.

Name: Chong Choe
Title: Assistant District Attorney

Exhibit "A"

Scope of Services

The Services Provider will perform the following services in the administration of the Program:

Community Outreach

In furtherance of community outreach efforts, Services Provider will:

- Maintain a website with a page specific to the Program that tallies the cumulative economic and environmental impact of PACE projects closed under the Program;
- Maintain a project database;
- Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
- Publish the Service Provider's PACE Program Guide in English and Spanish on the Program website;
- Publish the most current version of the PACE in a Box Technical Standards Manual on the Program website or provide a link to the document;
- List interested, qualified lenders on the Program website to enable property owners to identify potential sources of private third-party financing;
- Arrange for training of contractors, independent third-party reviewers ("ITPR"), and other stakeholders on how to apply for PACE financing and comply with the PACE in a Box Technical Standards Manual;
- List interested trained service providers on the Program website to enable property owners to identify potential contractors, architects, engineers, and other consultants and advisors;
- Hold two community meetings per year, in coordination with the County, focused on MWBE opportunities for PACE projects; and
- Establish quality assurance measures.

Services Provider will also maintain uniform documents, forms, and contracts. Periodic updates to the standard form documents are necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative, with the approval of the County, is authorized to, and is tasked with maintaining the form documents and making technical

and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the Texas PACE Act.

Application and Approval Process

- Publish a preliminary application form on the Program website.
- Provide a Project Application Form based on PACE-in-a-Box model application form upon request to interested parties.
- Review submitted Application forms for administrative completeness and notifies the applicants of any missing information.
- Maintain the confidentiality of confidential owner information.
- Maintain the PACE application process, including:
 - o Accept and review the property owner's completed application. When the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - o Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.
- Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - o Is the legal property owner of the benefited property;
 - o Is current on mortgage and tax payments;
 - o Is not insolvent or the subject of bankruptcy proceedings;
 - o Holds clear title to the property and it is not in dispute; and
 - o Has written consent of any pre-existing mortgage lien holder to the proposed PACE assessment.
- Require independent third-party verification of expected energy or water savings resulting from a project (provided by ITPR retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:
 - o Site visit,
 - o Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
 - o Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.
- Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by ITPR retained by applicant);

- Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
- Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program not less than 30 days before closing and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
- Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:
 - o Amount of the assessment;
 - o The legal description of the property;
 - o The name of the property owner; and
 - o A reference to the statutory assessment lien provided under the PACE Act.
- Collect and retain owner application fees as compensation for administrative services.
- Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:
 - o The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
 - o Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - o All other information required by the Services Provider. Coordinate and take part in assessment transaction closings.
- Execute contracts under the Program as authorized on behalf of County.
- Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:
 - o Amount of the assessment;
 - o The legal description of the property;
 - o The name of the property owner; and
 - o A reference to the statutory assessment lien provided under the PACE Act.
- Require independent post-closing third-party verification (by ITPR retained by Applicant or Lender) that each project was properly completed and is operating as intended.

- Collect and retain administration fees collected by lenders from owners that receive PACE financing.
- Coordinate with County on final approval of PACE projects.

Management and Reporting

- Manage communications with lenders regarding assessment servicing, payment, and default.
- Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the County to enforce the assessment lien in accordance with law and the agreements between the parties.
- Receive and store owner reports on energy and water savings.
- Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.
- At the request of property owners, prepare annual notices of assessment to be issued by County to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the owner contract and the financing documents.
- Administer the amounts of the application and administration fees to be paid by owners.
- Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments. The annual report shall also document how obligations under this Scope of Services were fulfilled during the prior year. For example, list training, outreach, education, efforts to reach underserved communities and stakeholders.

Exhibit "B"
Compensation and Fees

County authorizes Services Provider to retain, as consideration for services performed under this Agreement, fees imposed by County under 399.008(e) of the Texas Local Government Code. County shall determine the amounts of the fees to be paid by Property Owners participating in the Program. Such fees will not exceed the fees below; however, the Services Provider may modify fees to be less than the amounts noted:

- \$500.00 Application Fee per project at the time of application submittal;
- Closing costs of \$2,500.00 or 1% of the total amount of the assessment (less the \$500 application fee), whichever is greater, to be paid at closing.

An annual administration fee of .08% of the outstanding principal balance, which amount shall be collected by the lender and remitted to Services Provider, the Authorized Representative, as provided in the Owner Contract and financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the qualified capital provider by the property owner, the lender shall pay this fee to Services Provider at the time of each payment by the property owner in accordance with the financing documents. In the event a lender, property owner, or other party pays the County in error, the County agrees to forward the fee, without deduction, to Services Provider within ten days of receipt.

When an existing PACE application is amended, the above fees will be calculated on the difference between the original project cost and updated project cost, or \$2,500, whichever is greater. An additional \$500 will be paid with the amended application (and applied to the Closing Fee). When applicable, the recurring Administration Fee will be reset, accordingly.

No amounts shall be due by County to Services Provider.

Exhibit "C"

Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	– \$500,000 per occurrence
General Liability	– Bodily Injury and Property Damage, Combined Limits of \$500,000 each

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Property Assessed Clean Energy Authority d/b/a Texas PACE Authority
Austin, TX United States

Certificate Number:
2021-775465

Date Filed:
07/07/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Dallas County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-037-6904

Administration of Dallas County Property Assessed Clean Energy Program (Dallas County PACE Program)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



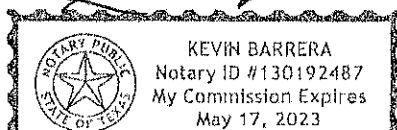
6 UNSWORN DECLARATION

My name is CHARLENE HEYDINGER, and my date of birth is 2/26/1958

My address is 6300 LA CALLEA DR, AUSTIN, TX, 78752, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 20th day of January, 20 22.
(month) (year)



Charlene Heydinger
Signature of authorized agent of contracting business entity
(Declarant)

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

Version V1.1.ceffd98a



TEXAS GOVERNMENT CODE CHAPTER 2252 CERTIFICATION FORM

I, CHARLENE HEYDINGER (Person name), the undersigned
representative of (Company or Business name) TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
d/b/a TEXAS PACE AUTHORITY (hereafter referred to as "company") being an adult over the age of
eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the
provisions of Subtitle F, Title 10, Government Code Chapter 2252:

1. IS NOT listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, 807.051 or Section 2253.153; and
2. Will not be listed during the term of the contract between company and Dallas County, Texas.

Pursuant to Section 2252..152 and 2252.153, Texas Government Code:

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Charlene Heydinger

Signature

PRESIDENT

Title

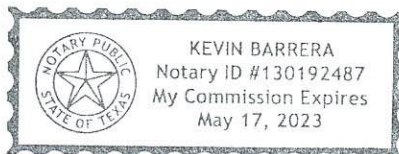
CHARLENE HEYDINGER

Printed Name

JAN. 20, 2022

Date

AFFIX NOTARY STAMP / SEAL ABOVE



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Charlene Heydinger

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Charlene Heydinger this the 20th day of January, 20 22, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer
administering oath

Kevin Barrera

Printed name of officer
administering oath

Notary Public

Title of officer
administering oath



TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

I, CHARLENE HEYDINGER (Person name), the undersigned representative of (Company or Business name) TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY (DBA TEXAS PACE AUTHORITY) (hereafter referred to as "company") being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Charlene Heydinger
Signature

PRESIDENT
Title

CHARLENE HEYDINGER
Printed Name

1/20/2022
Date

AFFIX NOTARY STAMP / SEAL ABOVE



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Charlene Heydinger
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Charlene Heydinger, this the 20th day of January, 20 22, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Kevin Barrera
Printed name of officer administering oath

Notary Public
Title of officer administering oath

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY db/a TEXAS PACE AUTHORITY

5. Section D- EMPLOYMENT DATA

Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

Race/Ethnicity

Not-Hispanic or Latino

**TOTAL
COL.
A-N**

Job Categories

Hispanic or Latino

Male

Female

Male

Female

White

**Black or
African
American**

**Native
Hawaiian or
Other
Pacific
Islander**

Asian

**American
Indian or
Alaska
Native**

**Two or more
races**

White

**Black or
African
American**

**Native
Hawaiian
or Other
Pacific
Islander**

Asian

**American
Indian or
Alaska
Native**

**Two or
more
races**

A

B

C

D

E

F

G

H

I

J

K

L

M

N

O

Executive/Senior Level
officials and Managers

1.1

First/Mid-Level Officials
and Managers

1.2

Professionals - licensed

2

Technicians

3

Sales Workers

4

Administrative Support
Workers

5

Craft Workers

6

Operatives

7

Laborers and Helpers

8

Service Workers

9

TOTAL

10

PREVIOUS YEAR TOTAL

11

1. Date(s) of payroll period used:

(Omit on the Consolidated Report.)

Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F- REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G- CERTIFICATION

Check One

1

☐

All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)

2

☒

This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official **CHARLENE HEYDINGER**

Title **PRESIDENT**

Signature **Charlene Heydinger**

Date **1/20/22**

Name of person to contact regarding this report **1/**

Title **1/**

Address (Number and Street) **6300 LACALMA DR #170**

City and State **AUSTIN, TEXAS**

Zip Code **78705**

Telephone No. (including area code and extension) **512-633-5149**

Email address **Charlene@TEXASPACEAUTHORITY.ORG**

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eeo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS AND LONE STAR PACE LLC

THIS AGREEMENT is made and entered by and between DALLAS COUNTY, TEXAS, hereinafter referred to as "County", and Lone Star PACE LLC, hereinafter referred to as "Services Provider", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, County desires to engage the services of a qualified consultant to administer a Texas Property Assessed Clean Energy program for Dallas County, Texas pursuant to the Property Assessed Clean Energy Act ("PACE Act"), Texas Local Government Code Chapter 399, and serve as an Authorized Representative pursuant to Tex. Local Gov't Code §399.006(b), hereinafter referred to as the "Program"; and

WHEREAS, Services Provider desires to render such services for County upon the terms and conditions provided herein; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

County hereby agrees to retain Services Provider to serve as an administrator of County's PACE program and Services Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further described in Exhibit "A" (collectively "Scope of Services"). The parties understand and agree that the County may authorize deviations or modifications in the Scope of Services from time to time, but said authorization must be made in writing. Prior to commencing Services under this Agreement, Services Provider agrees to deliver the following to County:

- a) Documents that describe the program requirements and project process and fees;
- b) Certification the Services Provider will adhere to the PACE in a Box underwriting and technical standards as updated from time-to-time.

III. TERM OF AGREEMENT

The initial term shall commence upon the complete execution of the Agreement by County and Services Provider. The initial term period will be for two (2) years, with three (3) one-year renewal options. Upon (60) sixty days notice, in writing, either party may terminate this Agreement. Notwithstanding the termination of this Agreement, Services Provider shall be permitted to continue administration of any third party agreements under the PACE program commenced prior to termination of this Agreement, and to recover any compensation due Services Provider for services performed in accordance with Section IV of this Agreement.

IV. COMPENSATION AND EXPENSES

Services Provider shall be paid for performance of the Scope of Services set forth in Exhibit "A", in accordance with the compensation schedule set forth in Exhibit "B" hereto. The County shall have no obligation to pay Services Provider for performance of the Scope of Services. All payments to Services Provider shall be made by participants in the PACE program in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for Services Provider to meet all insurance requirements, as set forth in Exhibit "C" to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD COUNTY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM COUNTY ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF COUNTY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. COUNTY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO

AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of County; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between County and Services Provider, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between County and Services Provider.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of County, except to an Affiliate of Services Provider. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Services Provider, including, without limitation, any parent corporation controlling Services Provider or any subsidiary that Services Provider controls; (2) the surviving corporation resulting from the merger or consolidation of Services Provider; or (3) any person or entity which acquires all of the assets of Services Provider as a going concern. Services Provider shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Services Provider shall not subcontract the entirety of the Scope of Services to a single subcontractor without written County consent. Services Provider further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Services Provider from its full obligations to County as provided by this Agreement. Services Provider will provide written notice of any and all assignments allowed for herein.

IX. AUDITS AND RECORDS

Services Provider agrees that County or its designee shall, until the expiration of three (3) years after termination under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Services Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Services Provider agrees that County shall have access during normal working hours to all necessary Services Provider's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Services Provider reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that County shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Services Provider. In the event of such termination, Services Provider shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Services Provider in connection with Administration of the Project and the services set forth in this Agreement. In the event of termination by County, Services Provider shall be compensated in accordance with Section III of this Agreement with respect to any third party agreements under administration by Services Provider at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this agreement may be made at any time upon agreement by County and Services Provider.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, Services Provider agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Dallas County, Texas
Attn: Jonathon Bazan
500 Elm St.
Dallas, TX 75218

County agrees that all notices or communications to Services Provider permitted or required under this Agreement shall be addressed to Services Provider at the following address:

Lone Star PACE
Attn: President
6988 Lebanon Road, Suite 103
Frisco, TX 75034

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties represent and warrant they are the legally authorized officials and have the necessary authority to execute this Agreement on behalf of the parties and to bind them to this Agreement.

XV. MISCELLANEOUS

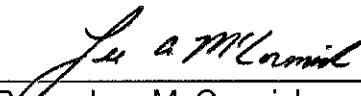
- A. This is a contract for the purchase of personal or professional services, and is therefore exempt from any competitive bidding requirements of County.
- B. Paragraph Headings: The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.
- C. Agreement Interpretation: This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.
- D. Venue/Governing Law: The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Dallas County, Texas. Exclusive venue shall lie in Dallas County, Texas.
- E. Successors and Assigns: County and Services Provider and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- F. Severability: In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.
- G. Effective Date: This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

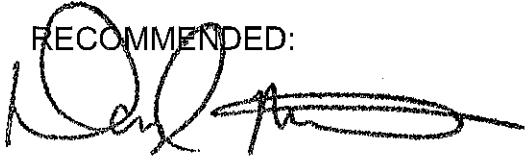
DALLAS COUNTY:

LONE STAR PACE:

By: Hon. Clay Lewis Jenkins
Title: Dallas County Judge
Date:


By: Lee McCormick
Title: President
Date: 01/18/2022

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Darryl Martin", written over a horizontal line.

By: Darryl Martin
Dallas County Administrator

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

A handwritten signature in black ink, appearing to read "Chong Choe", written over a horizontal line.

Name: Chong Choe
Title: Assistant District Attorney

Exhibit "A"

Scope of Services

The Services Provider will perform the following services in the administration of the Program:

Community Outreach

In furtherance of community outreach efforts, Services Provider will:

- Maintain a website with a page specific to the Program that tallies the cumulative economic and environmental impact of PACE projects closed under the Program;
- Maintain a project database;
- Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
- Publish the Service Provider's PACE Program Guide in English and Spanish on the Program website;
- Publish the most current version of the PACE in a Box Technical Standards Manual on the Program website or provide a link to the document;
- List interested, qualified lenders on the Program website to enable property owners to identify potential sources of private third-party financing;
- Arrange for training of contractors, independent third-party reviewers ("ITPR"), and other stakeholders on how to apply for PACE financing and comply with the PACE in a Box Technical Standards Manual;
- List interested trained service providers on the Program website to enable property owners to identify potential contractors, architects, engineers, and other consultants and advisors;
- Hold two community meetings per year, in coordination with the County, focused on MWBE opportunities for PACE projects; and
- Establish quality assurance measures.

Services Provider will also maintain uniform documents, forms, and contracts. Periodic updates to the standard form documents are necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative, with the approval of the County, is authorized to, and is tasked with maintaining the form documents and making technical

and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the Texas PACE Act.

Application and Approval Process

- Publish a preliminary application form on the Program website.
- Provide a Project Application Form based on PACE-in-a-Box model application form upon request to interested parties.
- Review submitted Application forms for administrative completeness and notifies the applicants of any missing information.
- Maintain the confidentiality of confidential owner information.
- Maintain the PACE application process, including:
 - o Accept and review the property owner's completed application. When the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - o Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.
- Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - o Is the legal property owner of the benefited property;
 - o Is current on mortgage and tax payments;
 - o Is not insolvent or the subject of bankruptcy proceedings;
 - o Holds clear title to the property and it is not in dispute; and
 - o Has written consent of any pre-existing mortgage lien holder to the proposed PACE assessment.
- Require independent third-party verification of expected energy or water savings resulting from a project (provided by ITPR retained by applicant), according to the PACE-in-a-Box Technical Standards Manual. This review will include a:
 - o Site visit,
 - o Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
 - o Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.
- Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by ITPR retained by applicant);

- Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
- Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program not less than 30 days before closing and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
- Review and finalize the terms of every Owner Contract and Lender Contract prior to execution; The Contract must contain:
 - o Amount of the assessment;
 - o The legal description of the property;
 - o The name of the property owner; and
 - o A reference to the statutory assessment lien provided under the PACE Act.
- Collect and retain owner application fees as compensation for administrative services.
- Perform closing verification reviews and schedule assessment transaction closings when all requirements are met. Such closing verification must include:
 - o The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;
 - o Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - o All other information required by the Services Provider. Coordinate and take part in assessment transaction closings.
- Execute contracts under the Program as authorized on behalf of County.
- Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located; The Notice must contain:
 - o Amount of the assessment;
 - o The legal description of the property;
 - o The name of the property owner; and
 - o A reference to the statutory assessment lien provided under the PACE Act.
- Require independent post-closing third-party verification (by ITPR retained by Applicant or Lender) that each project was properly completed and is operating as intended.
- Collect and retain administration fees collected by lenders from owners that receive PACE financing.

- Coordinate with County on final approval of PACE projects.

Management and Reporting

- Manage communications with lenders regarding assessment servicing, payment, and default.
- Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the County to enforce the assessment lien in accordance with law and the agreements between the parties.
- Receive and store owner reports on energy and water savings.
- Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.
- At the request of property owners, prepare annual notices of assessment to be issued by County to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the owner contract and the financing documents.
- Administer the amounts of the application and administration fees to be paid by owners.
- Produce annual report on Texas PACE financing usage and the resulting energy and water savings enabled through PACE Assessments. The annual report shall also document how obligations under this Scope of Services were fulfilled during the prior year. For example, list training, outreach, education, efforts to reach underserved communities and stakeholders.

Exhibit "B"
Compensation and Fees

County authorizes Services Provider to retain, as consideration for services performed under this Agreement, fees imposed by County under 399.008(e) of the Texas Local Government Code. County shall determine the amounts of the fees to be paid by Property Owners participating in the Program. Such fees will not exceed the fees below; however, the Services Provider may modify fees to be less than the amounts noted:

- \$500.00 Application Fee per project at the time of application submittal;
- Closing costs of \$2,500.00 or 1% of the total amount of the assessment (less the \$500 application fee), whichever is greater, to be paid at closing.

An annual administration fee of .08% of the outstanding principal balance, which amount shall be collected by the lender and remitted to Services Provider, the Authorized Representative, as provided in the Owner Contract and financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the qualified capital provider by the property owner, the lender shall pay this fee to Services Provider at the time of each payment by the property owner in accordance with the financing documents. ~~[[11]]~~^{SEP} In the event a lender, property owner, or other party pays the County in error, the County agrees to forward the fee, without deduction, to Services Provider within ten days of receipt.

When an existing PACE application is amended, the above fees will be calculated on the difference between the original project cost and updated project cost, or \$2,500, whichever is greater. An additional \$500 will be paid with the amended application (and applied to the Closing Fee). When applicable, the recurring Administration Fee will be reset, accordingly.

No amounts shall be due by County to Services Provider.

Exhibit "C"

Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Employer's Liability	– \$500,000 per occurrence
General Liability	– Bodily Injury and Property Damage, Combined Limits of \$500,000 each

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lone Star PACE LLC
Frisco, TX United States

Certificate Number:
2022-841207

Date Filed:
01/18/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Dallas County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-037-6904
Property Assessed Clean Energy Program Administration

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stoecker, John	McKinney, TX United States	X	
	McCormick, Lee	Frisco, TX United States	X	

5 Check only if there is NO Interested Party.

☐

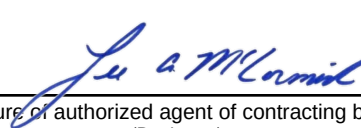
6 UNSWORN DECLARATION

My name is Lee A. McCormick, and my date of birth is 02/13/1968.

My address is 5602 Coolwater Cove, Frisco, TX, 75034, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 18th day of January, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



TEXAS GOVERNMENT CODE CHAPTER 2252 CERTIFICATION FORM

I, Lee A. McCormick (Person name), the undersigned
representative of (Company or Business name) Lone Star PACE, LLC

(hereafter referred to as "company") being an adult over the age of
eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the
provisions of Subtitle F, Title 10, Government Code Chapter 2252:

1. IS NOT listed on the website of the Comptroller of the State of Texas concerning the listing of companies
that are identified under Section 806.051, 807.051 or Section 2253.153; and
2. Will not be listed during the term of the contract between company and Dallas County, Texas.

Pursuant to Section 2252.152 and 2252.153, Texas Government Code:

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ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is
identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental
entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

[Signature]
Signature

Lee A. McCormick
Printed Name

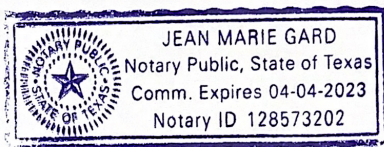
President

01/19/2022

Title

Date

AFFIX NOTARY STAMP / SEAL ABOVE



I swear, or affirm, under penalty of perjury, that the
above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Lee A. McCormick, this the 19th day of
January, 20 22, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer
administering oath

JEAN MARIE GARD
Printed name of officer
administering oath

Notary
Title of officer
administering oath



TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

I, Lee A. McCormick (Person name), the undersigned representative of (Company or Business name) Lone Star PACE, LLC

(hereafter referred to as "company") being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

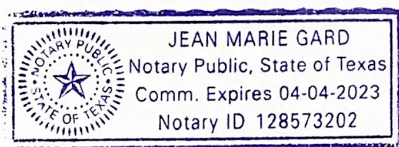
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

[Signature]
Signature
President
Title

Lee A. McCormick
Printed Name
01/19/2022
Date

AFFIX NOTARY STAMP / SEAL ABOVE



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

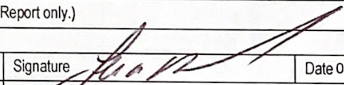
Sworn to and subscribed before me, by the said LEE A. McCormick, this the 19th day of JANUARY, 20 22, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

JEAN MARIE GARD
Printed name of officer administering oath

Notary
Title of officer administering oath

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM: LONE STAR PACE LLC																
5. Section D- EMPLOYMENT DATA																
Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.																
Number of Employees (Report employees in only one category)																
Race/Ethnicity																
Job Categories		Not-Hispanic or Latino														TOTAL COL. A-N
		Hispanic or Latino		Male						Female						
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level officials and Managers 1.1		1		2												
First/Mid-Level Officials and Managers 1.2				1						1						
Professionals 2																
Technicians 3																
Sales Workers 4																
Administrative Support Workers 5																
Craft Workers 6																
Operatives 7																
Laborers and Helpers 8																
Service Workers 9																
TOTAL 10																
PREVIOUS YEAR TOTAL 11																
1. Date(s) of payroll period used: 01/01/21 - 12/31/21 (Omit on the Consolidated Report.)																
Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) PROPERTY ASSESSED CLEAN ENERGY PROGRAM ADMINISTRATION																
Section F- REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information																
Section G- CERTIFICATION																
Check One		1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)												
		2	<input checked="" type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.												
Name of Certifying Official Lee McCormick				Title President				Signature 				Date 01/19/22				
Name of person to contact regarding this report Lee McCormick				Title President				Address (Number and Street) 6988 Lebanon Road, Suite 103								
City and State Frisco, TX				Zip Code 75034		Telephone No. (including area code and extension) 214-256-3121				Email address lmccormick@lonestarpacel.com						
All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001																

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories