



### **Professional Services Agreement**

Clean Economy Development, LLC (“CED”) is pleased to provide the City of Central Falls, Rhode Island (“City”) with this Professional Services Agreement (“Agreement”) to provide the services needed for the identification, finance and development of renewable energy projects (“Projects”) at various City owned properties, as identified by the City (“Project Locations”).

#### **Scope of Services: Phase I**

Phase I of this Agreement shall cover Project predevelopment activities as outlined:

1. Identify and design initial Projects across Project Locations.
2. Conduct initial utility technical and feasibility studies.
3. Develop and submit funding applications with available funding sources.
4. Develop and present proposed Project deal structures and financial analysis. Presentation will specify total project costs, financing options, and the payback/return analysis for the City.

#### **Scope of Services: Phase II**

Upon City’s approval of Projects identified in Phase I, Phase II of this Agreement shall cover:

5. Final Project deal structure and finance closings;
6. Implementation of final design, permitting, installation and operation of the Project(s).

#### **Term**

The term of this agreement shall be for a period of eighteen (18) months from date of execution.

#### **Fee Schedule**

- Phase I: The City shall incur no fees for activities completed under Phase I of this Agreement.
- Phase II: Should the City decide to pursue the installation of any Projects identified in Phase I, the City agrees to pay a fee equal to fifteen percent (15.00%) of the total value of the Project(s) that are installed and operational as a result of this Agreement.

#### **Sources**

To ensure the City does not incur any “out-of-pocket” expenses, the fees outlined in Agreement may be paid out of funding secured by CED on behalf of the City (Phase I, Scope #3). In the event enough funding sources are not secured to cover project expenses and Fees, Fees under this Agreement shall be limited to the total funding available.

#### **Exclusivity**

The City agrees that CED shall work as the City’s exclusive representative for proposed renewable energy Project(s). As exclusive representative, the City also agrees to not directly or indirectly solicit, discuss, or circumvent CED efforts and enter into any agreement or arrangement with any with any third party related to the development or financing of renewable energy Projects at the Project Location.

#### **Work Product**

Should the City decide not to pursue any Projects identified under Phase I of this Agreement, the City agrees that all designs, drawings, studies, financial analysis and all other documents (“Work Product”) produced as a result of Phase I of this Agreement shall remain the exclusive property of CED.

#### **Confidentiality**

Without the other party’s prior written consent, no party shall at any time disclose the terms of this Agreement, nor any Work Product produced as a result of this Agreement, except to each party’s advisors, legal counsel, accountants, managers, directors, officers, employees and others as required by

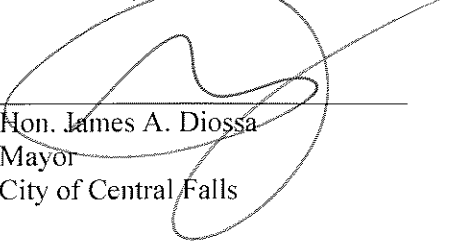
applicable law.


**Authority**

The City’s direct contracting of this Agreement is in accordance with both local and state purchasing requirements. The Agreement provides unique professional and technical services on behalf of the City. Further, this Agreement will provide the City with the unique professional services needed in order to acquire, in the most cost-effective manner, real property (in the form of renewable energy systems) on behalf of the City. An excerpt of the state’s procurement regulations has been included as Attachment A.

**Agreed**

This Agreement is entered into this \_\_\_\_ day of November 2014 by and between the City of Central Falls, Rhode Island, having its principal place of business at 580 Broad St, Central Falls, RI 02863 and Clean Economy Development, LLC, having its principal place of business at 127 Dorrance Street, 5<sup>th</sup> Floor, Providence, RI 02903.

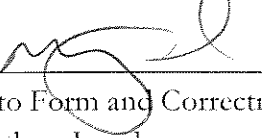
  
\_\_\_\_\_  
Hon. James A. Diossa  
Mayor  
City of Central Falls

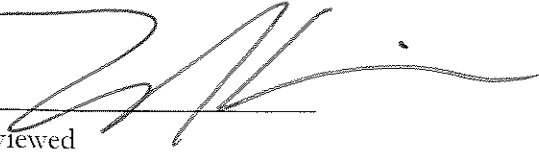
By:   
\_\_\_\_\_  
Julian Dash  
Managing Partner  
Clean Economy Development, LLC

**Thank You**

Clean Economy Development appreciates the opportunity to submit this proposal and for the potential to provide renewable energy professional services on behalf of the City of Central Falls. We are confident that the City will be pleased with the results of this partnership.

**CITY OF CENTRAL FALLS:**

By:   
\_\_\_\_\_  
As to Form and Correctness  
Matthew Jerzyk  
*City Solicitor*

By:   
\_\_\_\_\_  
Reviewed  
Leonard Morganis  
*Administrative and Finance Officer*

**Attachment A**

STATE OF RHODE ISLAND PROCUREMENT REGULATIONS  
(Excerpt)

Section 9 – Exemptions to Competitive Bidding Requirements

9.1 Authority to make exemptions to the requirement for competitions

In certain circumstances competitive bidding for purchases may not be the most cost-effective approach to procurement. The Purchasing Agent may, with the approval of the Chief Purchasing Officer, waive the requirements in accordance with the grounds permitted by law.

9.2 Circumstances Prescribed by law:

In accordance with [37-2-54], the following exemptions to competitive bidding are permitted by statute; however, the Chief Purchasing Officer may require competitive bidding in any circumstance where he does not deem that competition may enhance the state's ability to attain costs savings:

- 9.2.7 Professional, technical, or artistic services;
- 9.2.8 Interests in real property