

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** December 20, 2016

**Date Submitted:** December 6, 2016

**To:** Honorable Chairperson and Members of the Board

**From:** Robert M. Presnell, County Administrator  
David Weiss, County Attorney

**Subject:** **Public Hearing:** Approval and Execution of Resolution 2016-030 and the Non-Exclusive Interlocal Subscription Agreement Granting the Green Corridor Property Assessment Clean Energy (PACE) District the Authority to Offer Voluntary Financing through Non-ad valorem Special Assessments to Gadsden County Property Owners For Qualifying Improvements to Commercial and Residential Properties.

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### **Statement of Issue:**

This agenda item seeks the Board's approval and execution of Resolution 2016-030 and the Non-Exclusive Interlocal Subscription Agreement Granting the Green Corridor Property Assessment Clean Energy (PACE) District the Authority to Offer Voluntary Financing through Non-ad valorem Special Assessments to Gadsden County Property Owners for Qualifying Improvements to Commercial and Residential Properties. The qualifying improvements include clean energy, renewable energy and wind resistant improvements.

### **Background:**

The Green Corridor Property Assessment Clean Energy (PACE) District is a public body corporate and politic created by interlocal agreement to implement a PACE Program for residential and commercial property owners. Through this program, property owners are able to secure funding for qualifying improvements to their home or business which is repaid through non-ad valorem special assessments on their annual property tax bill, which assessments constitute a lien on the improved property, including homestead property, of equal dignity to county taxes and assessments. This special assessment funding being offered is strictly voluntary and authorized by general law.

The Green Corridor seeks to facilitate the provision, funding and financing of Qualifying Improvements through a uniform and efficient local platform. The Green Corridor will facilitate

the planning, development, financing, implementation, marketing and management of the PACE platform.

The Green Corridor will not provide its services within the jurisdiction of any Local Government that does not desire and request to cooperatively enter into a subscription agreement. The Program allows Local Governments to participate in the advantages of a PACE program and access capital markets, without having to implement or deploy individual programs or individually seek capital for their constituents. The Green Corridor seeks to be the best cost alternative for Local Government constituents, and is a transparent and accountable alternative available to Local Governments. The Green Corridor also seeks to insulate Local Governments from debt exposure or heavy use of staff time for the Program.

Any Local Government desiring to make available a PACE program will be able to “subscribe” to the uniform Program offered by the Green Corridor. This subscription is in the form of an interlocal agreement which lays out the details involved. The very limited role for Local Government is to authorize the Green Corridor to implement the Program in the Local Government’s jurisdiction. The Financing Agreements will be prepared and provided by the Green Corridor, to evidence the non-ad valorem assessments for Qualifying Improvements with willing property owners. All actions, activities and documentation (i.e., interface between interested property owners and qualified vendors, determining compliance with all requirements for a valid financing agreement, recording, assessment roll extension, etc.) will be performed by the Green Corridor through its third party administrator.

If the Program is implemented, broad coverage of all statutorily eligible properties in the County is available. Alternatively, each Local Government can also start with commercial properties only, and later also expand to residential.

### **Analysis:**

Resolution No. 2016-030 and the Non-Exclusive Interlocal Subscription Agreement which it authorizes are attached for the Board’s consideration. If the County authorizes the Green Corridor to administer its Program within the County, it is responsible for all matters associated with Program and the origination, funding, financing, collection, and administration of the authorized non-ad valorem assessments. The financing for all qualifying improvements is voluntary, and the Green Corridor will be obligated to make full and complete written disclosure to the property owners regarding the Program, including a conspicuous statement in the financing agreements and all Program materials that the costs of the qualifying improvements will be collected as non-ad valorem special assessments on the property owner(s) tax bills, which assessments constitute a lien on the improved property, including homestead property, of equal dignity to county taxes and assessments; and that failure to pay the non-ad valorem special assessments will result in the issuance and sale of tax certificates and tax deeds. The County will not be responsible for any aspect of the Program or any of the Green Corridor’s obligations. The Green Corridor will also indemnify and hold the County harmless from and against any and all liabilities related to the Green Corridor’s Program.

**Fiscal Impact:**

The County will not experience a fiscal impact as a result of the implementation of the Program. The costs and expenses associated with the Program will be paid by property owners who voluntarily enter into Financing Agreements to finance the cost of Qualifying Improvements.

**Options:**

1. Approve and adopt the attached Resolution No. 2016-022 and the Non-Exclusive Interlocal Agreement, and authorize the Chairperson to execute the Resolution and Agreement.
2. Propose changes to the attached Resolution No. 2016-030 and the Non-Exclusive Interlocal Agreement, and adopt and authorize the Chairperson to execute the Resolution and Agreement, with changes.
3. Do not approve.
4. Board direction.

**County Administrator's Recommendation**

Option 4

**Attachments:**

1. Resolution 2016-030
2. Non-Exclusive Interlocal Subscription Agreement Between the Green Corridor Property Assessment Clean Energy (PACE) District and Gadsden County, Florida;
3. Amended and Restated Interlocal Agreement Between the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, Miami Shores Village, City of Coral Gables & City of Miami (which created the Green Corridor PACE District);
4. Section 163.08, Florida Statutes;
5. Notice of Intent.

**RESOLUTION NO.: 030**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING, PURSUANT TO SECTIONS 163.01 AND 163.08, FLORIDA STATUTES, THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT TO AUTHORIZE THE GREEN CORRIDOR PACE DISTRICT TO ADMINISTER A VOLUNTARY FINANCING PROGRAM FOR ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS AND WIND RESISTANCE IMPROVEMENTS, AND TO COLLECT THE COSTS OF THE IMPROVEMENTS THROUGH VOLUNTARY NON-AD VALOREM ASSESSMENTS; AUTHORIZING AND DIRECTING COUNTY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES HEREOF; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate interlocal local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

**WHEREAS**, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into agreements with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

**WHEREAS**, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

**WHEREAS**, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

**WHEREAS**, the Green Corridor Property Assessment Clean Energy (PACE) District (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

**WHEREAS**, the mission of the Agency is to aspire to and undertake, cause and/or perform all such acts as are necessary to provide an open, competitive, uniform, efficient, and scalable statewide platform in Florida, so that, as embraced by individual local governments and interested property owners, the Agency can facilitate substantial local economic development and creation of jobs through the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties (the "Agency's Program"); and

**WHEREAS**, the Agency has provided evidence to the County that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense and not that of the taxpayers of Gadsden County, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel,

and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of such financing for Qualifying Improvements in Gadsden County, and (3) that the Agency presently has large scale long-term funding in place and available; and

**WHEREAS**, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of Gadsden County) and the voluntary participation in the Program by property owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Gadsden County; and

**WHEREAS**, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding - this additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the County and the compelling State interests involved, while at the same time better protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

**WHEREAS**, the local platform offered by the Agency does not require exclusivity, has in fact attracted immediately available long-term capital that does not require any County financial back-up, is fundamentally designed to be the most market competitive program available in term rates, offers significant advantages over other imitator programs or individualized local approaches, including, but not limited to, the most limited liability possible for local government subscribers to a platform uniform throughout Florida, the present demonstration of the

successful attraction of financial resources to begin funding immediately and to also fund growing demand, cost savings resulting from efficiencies of scale and reduced startup and implementation expenditures, high quality and very competitive set of program attributes and review processes which protect property owners and contractors alike, and the ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

**WHEREAS**, this action recognizes that the County is without adequate, currently available and recurring funds to establish a program similar to the Agency's Program or does not wish to use or risk taxpayer's funds to do so; and recognizes that if it does initiate its own program it may be necessary that it commit significant time, staffing and monetary resources derived from all taxpayers, and that if it borrows the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes, it will likely face a demand from credit markets for an additional pledge of other County revenues; however, as an alternative or supplement to any other program or approach chosen by the County, the County can concurrently and presently authorize and approve the Agency to separately make the Agency's 'open' or non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and the local economy in Gadsden County; and

**WHEREAS**, the Agency's Program will be available to both commercial properties and residential properties within the jurisdictional boundaries of Gadsden County; and

**WHEREAS,** the County finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the County as a direct and immediate means to non-exclusively and supplementally implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities; and.

**WHEREAS,** it is reasonable and in the interest of the health, safety, and welfare of the County and its inhabitants and taxpayers that the County subscribe to and authorize the availability of the Agency's Program within Gadsden County in the manner authorized herein by law; and

**WHEREAS,** this Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and local job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

**SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT.** The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved and the Chairperson is hereby authorized to execute the Subscription Agreement on behalf of the



County. The County Administrator, County Attorney, County staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

**SECTION 3. AUTHORIZATION.** Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the County is expressly authorizing the Agency to provide its services, as set forth in the Interlocal Agreement creating the Agency, within the County pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the County authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the County to the Agency. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency for implementation of the Program so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate proper Financing Agreements and non-ad valorem assessments only on properties subjected to the same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from implementation of the Program pursuant to the Interlocal Agreement and the Supplemental Act as it may be amended from time to time. All power and authority available to the Agency under general law pursuant to the Interlocal Agreement, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the County.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or provision of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, the remainder of the Ordinance shall be construed as not having contained said section, subsection, sentence, clause, phrase, or provision, and shall not be affected by such holding.

**SECTION 6. MODIFICATION.** It is the intent of the Gadsden County Board of County Commissioners that the provisions of this Resolution, and the Interlocal Agreement attached as Exhibit A, may be modified as a result of considerations that may arise during consideration at public meeting. Such modifications shall be incorporated into the final version of the Ordinance adopted by the GCBOCC and filed by the Clerk.

**SECTION 7. SCRIVENER'S ERRORS.** The County Attorney may correct any scrivener's errors found in this Resolution by filing a corrected copy of the Resolution with the Clerk.

[Remainder of page intentionally left blank.]

**DULY READ, PASSED, AND ADOPTED** by the Board of County Commissioners of Gadsden County, Florida after property notice and public hearing, this 20th day of December, 2016.

**GADSDEN COUNTY, FLORIDA,** a political subdivision of the State of Florida

(SEAL)

By: \_\_\_\_\_  
Chair, Board of County Commissioners

ATTEST:

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
County Attorney

**EXHIBIT A**

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT**

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT BETWEEN  
THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE)  
DISTRICT AND GADSDEN COUNTY, FLORIDA**

This Subscription Agreement (the “Subscription Agreement”) is entered into this 20th day of December, 2016 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the “Green Corridor”), and Gadsden County, Florida, a political subdivision of the State of Florida (the “County”) (collectively, the “Parties”) for the purpose of providing a PACE program within the jurisdictional boundaries of Gadsden County, Florida.

**RECITALS**

**WHEREAS**, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

**WHEREAS**, on December 20, 2016, the County adopted Resolution No. 2016-\_\_\_\_, authorizing the execution of this Subscription Agreement in order to authorize the Green Corridor to administer a voluntary financing program for energy conservation and efficiency improvements, renewable energy improvements, and wind resistance improvements, and to collect the costs of the improvements through voluntary non-ad valorem assessments within the jurisdictional boundaries of Gadsden County, Florida in accordance with Section 163.08, Florida Statutes; and

**WHEREAS**, the Parties have determined that entering into this Subscription Agreement is in the best interest and welfare of the property owners within the Green Corridor and the County.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Subscription Agreement is to authorize the Green Corridor to administer a voluntary financing program for energy conservation and efficiency improvements, renewable energy improvements, and wind resistance improvements, and to collect the costs of the improvements through voluntary non-ad valorem assessments within the jurisdictional boundaries of Gadsden County, Florida in accordance with Section 163.08, Florida Statutes, by virtue of the County authorizing the Green Corridor to administer its existing program (the “Program”) within the jurisdictional boundaries of Gadsden County, Florida.
3. Qualifying Improvements. The County shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida

Statutes, to commercial and residential properties within the jurisdictional boundaries of Gadsden County, Florida.

4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning the County specifically reserves the right to permit any other entity providing a program under Section 163.08, Florida Statutes, to administer its program within the jurisdictional boundaries of Gadsden County, Florida, or to create its own program under Section 163.08, Florida Statutes.
5. Program Guidelines: The Parties agree that, unless the County desires to implement its own local program guidelines or require additions or revisions to the Program guidelines as described below, the Program to be offered in the jurisdictional boundaries of Gadsden County, Florida will be wholly governed by the Green Corridor's Program Guidelines and in accordance with this Subscription Agreement. If the County desires to implement its own local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the County. These local program guidelines shall be consistent with the Green Corridor's guidelines. The County may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the County's guidelines, the Green Corridor's guidelines shall control.
6. Boundaries. Pursuant to this Subscription Agreement, the boundaries of the Green Corridor shall include the legal boundaries of Gadsden County, Florida, which boundaries may be limited, expanded, or more specifically designated from time to time by the County by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Subscription Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non-ad valorem special assessments on the benefitted properties within the boundaries of Gadsden County, Florida to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Subscription Agreement or notice of a change in boundaries by the County as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.
7. Financing Agreement. The Parties agree that the Green Corridor may enter into financing agreements, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the jurisdictional boundaries of Gadsden County, Florida, who obtain financing through the Green Corridor, only after full and complete written disclosure to the property owner(s) regarding the Program, including a conspicuous statement in the financing agreement(s) and all Program materials that the costs of the qualifying improvements will be collected as non-ad valorem

special assessments on the property owner(s) tax bills, which assessments constitute a lien on the improved property, including homestead property, of equal dignity to county taxes and assessments; and that failure to pay the non-ad valorem special assessments will result in the issuance and sale of tax certificates and tax deeds.

8. Amended and Restated Interlocal Agreement. The Green Corridor and the County shall be subject to all relevant terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"), except as set forth herein. In the event of any conflict between the Interlocal Agreement and this Subscription Agreement, this Subscription Agreement shall control the rights and obligations of the Parties.
9. Responsibilities of the Green Corridor; Creation of County Obligations and Debts Prohibited; Indemnification. The Green Corridor shall be solely responsible for all matters associated with the Program and the origination, funding, financing, collection and administration of each of the Green Corridor's authorized non-ad valorem assessments, including but not limited to responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The County shall not incur, be responsible for, or ever be requested to authorize any obligations related to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The County shall not be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Green Corridor, its governing Board, or any of its agents, attorneys, employees, officers or officials.

The obligations of the Green Corridor shall not be or constitute general obligations or an indebtedness of the County as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the non-ad valorem special assessments. Neither the Green Corridor nor any holder of any debt obligation issued by the Green Corridor shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form of property therein to pay any amount due under any financing agreements or any non-ad valorem special assessment. The financing agreements shall not constitute a lien upon any property of the County or in the jurisdictional boundaries of the County except as to the respective non-ad valorem special assessments in the manner provided herein and by law.

The Green Corridor shall not be empowered or authorized in any manner to create a debt as against the County, and may not pledge the full faith and credit of the County. All revenue bonds or debt obligations of the Green Corridor shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they

are only payable from Green Corridor revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Interlocal Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the County to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

The Green Corridor expressly recognizes and agrees that it is solely responsible for all aspects of the Program, and the County shall have no liability or responsibility for any damages or injury that result from or are related to the Program at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the Green Corridor shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to the Green Corridor's Program. The indemnity obligations of the Green Corridor under this Subscription Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Subscription Agreement. By entering into this Subscription Agreement, the County and Green Corridor do not intend to and in no way waive any sovereign immunity rights that they possess.

10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the County has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments. The Green Corridor also acknowledges that all incorporated municipalities in the County will be included in the Program, unless a municipality notifies the County that it elects not to participate in the Program. In such case, the County will promptly notify the Green Corridor that the municipality will not be included in the Program, and that the Green Corridor will have no authority to operate the Program within such municipality.
11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all property owners that may utilize the Program.



12. Term. This Subscription Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Subscription Agreement upon ninety (90) days prior written notice.
13. Consent. This Subscription Agreement and any required resolution or ordinance of an individual Party shall be considered the Party's consent to the terms and conditions hereof, as required by Section 163.08, Florida Statutes.
14. Voting Rights. The Parties agree that the County shall be a subscriber to, but not a member of, the Green Corridor for the term of this Subscription Agreement. However, all terms, conditions, rights, benefits, and privileges applicable to non-voting members of the Green Corridor shall apply to the County as a subscriber.
15. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:  
Paul Winkeljohn, Executive Director  
Green Corridor  
5385 Nob Hill Rd.  
Sunrise, FL 33351

If to Gadsden County, Florida:  
County Administrator  
10 E. Jefferson Street  
Quincy, FL 32351

With a Copy to:  
County Attormey  
10 E. Jefferson Street  
Quincy, FL 32351

16. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.
17. Joint Effort. The preparation of this Subscription Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
18. Merger. This Subscription Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the

matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Subscription Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Subscription Agreement.

19. Assignment. The respective rights and obligations of the Parties set forth in this Subscription Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
20. Records. All records of the Parties are public records, available for audit, review, and copying in accordance with law. The Parties shall each maintain their own respective records and documents associated with this Subscription Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
21. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.
22. Severability. In the event a portion of this Subscription Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
23. Choice of Law; Venue. This Agreement shall be construed and interpreted in accordance with Florida law. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida.
24. Effective Date. This Subscription Agreement shall become effective upon the execution by the Parties hereto.

[signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Subscription Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

GREEN CORRIDOR PROPERTY  
ASSESSMENT CLEAN ENERGY  
(PACE) DISTRICT

By: \_\_\_\_\_  
District Secretary

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole &  
Bierman, P.L., District Attorney

ATTEST:

GADSDEN COUNTY, FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Title: Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Title: County Attorney

[SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT]



CFN 2012R0550022  
 DR Bk 28217 Pgs 0312 - 333f (22p)  
 RECORDED 08/06/2012 12:20:13  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**AMENDED AND RESTATED<sup>1</sup>**  
**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF**  
**CUTLER BAY, VILLAGE OF PALMETTO BAY, VILLAGE OF**  
**PINECREST, CITY OF SOUTH MIAMI, MIAMI SHORES VILLAGE, CITY OF CORAL**  
**GABLES & CITY OF MIAMI**

This Amended and Restated Interlocal Agreement (the "Interlocal Agreement") is entered into between the Town of Cutler Bay, Florida, a Florida municipal corporation; Village of Palmetto Bay, Florida, a Florida municipal corporation; Village of Pinecrest, a Florida municipal corporation; City of South Miami, a Florida municipal corporation; Miami Shores Village, a Florida municipal corporation; City of Coral Gables, a Florida municipal corporation, and the City of Miami, a Florida municipal corporation (Collectively, the "Parties").

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

**WHEREAS**, Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of the governmental units; and

**WHEREAS**, the Parties desire to enter into an interlocal agreement creating a separate legal entity entitled the Green Corridor Property Assessment Clean Energy (PACE) District, hereinafter referred to as the "District;" and

**WHEREAS**, Section 166.021, Florida Statutes, authorizes the Parties to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Section 163.08, Florida Statutes, provides that a "local government," defined as a county, municipality, a dependent special district as defined in Section 189.403, Florida Statutes, or a separate legal entity created pursuant to Section 163.01(7), Florida Statutes may finance energy related "qualifying improvements" through voluntary assessments; and

<sup>1</sup> This Interlocal Agreement restates and amends an interlocal agreement approved by the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, and City of South of Miami, which was not recorded and thus never became effective. Therefore, this Interlocal Agreement, upon recordation, shall serve as the Interlocal Agreement establishing the Green Corridor Property Assessment Clean Energy (PACE) District created pursuant to Section 163.01(7), Florida Statutes.

**WHEREAS**, Section 163.08, Florida Statutes, provides that improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

**WHEREAS**, Section 163.08(5), Florida Statutes, provides that local governments may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements; and

**WHEREAS**, the Parties to this Interlocal Agreement have expressed a desire to enter into this Interlocal Agreement in order to authorize the establishment of the District as a means of implementing and financing a qualifying improvements program within the District; and

**WHEREAS**, the Parties have determined that it is necessary and appropriate to create the District and to clarify various obligations for future cooperation between the Parties related to the financing of qualifying improvements within the District; and

**WHEREAS**, the Parties agree and understand that each member of the District will have complete control over the administration, governance, and implementation of their own PACE program, which includes, but is not limited to, the ability to review and approve program documents, marketing strategies, and determining eligible property types and improvements; and

**WHEREAS**, the Parties have determined that it shall serve the public interest to enter into this Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the District.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Interlocal Agreement is to consent to and authorize the creation of the District, pursuant to Section 163.08, Florida Statutes in order to facilitate the financing of qualifying improvements for property owners within the District. The District shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes.

Section 3. Qualifying Improvements. The District shall allow the financing of qualifying improvements as defined in Section 163.08, Florida Statutes.

Section 4. Enabling Ordinance or Resolution. The Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the District. Said ordinances and resolutions shall include all of the provisions as provided for in Sections 163.01 and

163.08, Florida Statutes, for the creation of a partnership between local governments as a separate legal entity. The District shall be created upon the execution of this Interlocal Agreement by the Parties hereto and the adoption of an ordinance or resolution of support by the Parties establishing the District. Additional local governments may join in and enter into this Interlocal Agreement by approval of two-thirds of the members of the Board (as defined in Section 6 below), execution of this Interlocal Agreement and adoption of an ordinance or resolution of support establishing the District.

Section 5. District Boundaries. The boundaries of the District shall be the legal boundaries of the local governments that are Parties to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the District will levy voluntary assessments on the benefitted properties within the boundaries of the District to help finance the costs of qualifying improvements for those individual properties. Upon petition by the landowners of individual properties desiring to be benefitted, those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a Parties termination of participation within this Interlocal Agreement, those properties that have received financing for qualifying improvements shall continue to be a part of the District, until such time that all outstanding debt has been satisfied.

Section 6. Governing Board of the District. The District shall be governed by a governing board (the "Board,") which shall be comprised of property owners or elected officials within the jurisdictional boundaries of the Parties to this Interlocal Agreement and one at large property owner from within the District. The maximum number of members of the Board serving at any given time shall be no more than seven (7) and the minimum number of members shall be not less than three (3). Notwithstanding the foregoing, the maximum number of members on the Board may be increased by a two-third majority vote of the Board. The initial Board shall serve for an initial four (4) year term and shall consist of one (1) representative appointed by each Party from within their jurisdictional boundaries. The initial at large member of the Board shall be appointed by a majority vote of the Board. All subsequent renewal terms shall be for four (4) years. Following the initial Board appointments, the Parties to this Interlocal Agreement shall nominate appointees to be elected to the Board by current sitting Board members. In the event a Board member is no longer eligible to serve on the Board, that Party to this Interlocal Agreement shall appoint a replacement to fulfill the remaining term of that member. The Board's administrative duties shall include all duties necessary for the conduct of the Board's business and the exercise of the powers of the District as provided in Section 11.

Section 7. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board. The Board may adopt rules of procedure. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

Section 8. District Staff and Attorney. The Town Manager of Cutler Bay shall serve as the staff to the District. In addition, the Town Attorney for Cutler Bay shall

serve as the counsel to the District. To the extent not paid by the Third Party Administrator of the District (the "TPA"), all of the District's staff and attorney expenses shall be borne by the Town of Cutler Bay. After the District has been operating for two years, the Board may choose to hire different District staff and/or Attorney. If the Board chooses to hire different District staff and/or Attorney, the Town of Cutler Bay will no longer pay for the staff and/or attorney expenses to the extent they are not paid by the TPA.

Section 9. Financing Agreement. The Parties agree that the District shall enter into a financing agreement, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the District.

Section 10. Procurement. The Parties agree and understand that the initial procurement for the TPA for the District was performed by the Town of Cutler Bay in accordance with its adopted competitive procurement procedures (Request for Proposal 10-05). The Parties further agree and understand that the Town of Cutler Bay has selected Ygrene Energy Fund, Florida, LLC (the "Ygrene") as the initial TPA. The Town of Cutler Bay, on the behalf of the District, has entered into an Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which was assigned to the District.

Section 11. Powers of the District. The District shall exercise any or all of the powers granted under Sections 163.01 and 163.08, Florida Statutes, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the District boundaries;
- b. In its own name to make and enter into contracts;
- c. To employ agencies, employees, or consultants;
- d. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- e. To acquire, hold, or dispose of property;
- f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to this Interlocal Agreement;
- g. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and the maintenance of records and documents of the District;
- h. To maintain an office at such place or places as it may designate within the District or within the boundaries of a Party to this Interlocal Agreement;
- i. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of

the powers, duties, or purposes authorized by Section 163.08, Florida Statutes, and to accept funding from local and state agencies;

- j. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, Florida Statutes; and
- k. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

Section 12. Quarterly Reports. A quarterly report of the District shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports and other related records produced and maintained by the District, its employees and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Interlocal Agreement upon reasonable notice.

Section 13. Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that any Party may terminate its involvement in the District and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the District and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate.

Section 14. Consent. This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of the District as required by Sections 163.01 and 163.08, Florida Statutes.

Section 15. Liability. The Parties hereto shall each be individually and separately liable and responsible for the actions of its own officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed



to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to \_\_\_\_\_: See Attachment

With a Copy to: See Attachment

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 21. Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

Section 22. Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 23. Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 24. Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Miami-Dade County, Florida.

Section 25. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 26. Third Party Beneficiaries. This Interlocal Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Interlocal Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.

Section 27. Effective Date. This Interlocal Agreement shall become effective upon the execution by the Parties hereto and recordation in the public records of the applicable county.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 24<sup>th</sup> day of JULY, 2012.

ATTEST:



BY: [Signature]

Town Clerk

(Affix Town Seal)

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: [Signature]

Town Manager

Approved by Town Attorney  
as to form and legal sufficiency

[Signature]  
Town Attorney

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:                      Town Manager  
   Town of Cutler Bay  
   10720 Caribbean Boulevard, Suite 105  
   Town of Cutler Bay, Florida 33189

With a Copy to:                      Weiss Serota Helfman  
   Pastoriza Cole & Boniske, P.L.  
   2525 Ponce de Leon Boulevard  
   Suite 700  
   Coral Gables, Florida 33134

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 27 day of July, 2012.

ATTEST:



BY: [Signature]

Town Clerk

(Affix Town Seal)

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: [Signature]

Town Manager

Approved by Town Attorney  
as to form and legal sufficiency

[Signature]  
Town Attorney

ATTEST:

VILLAGE OF PINECREST, a municipal corporation of the State of Florida

BY: [Signature]

Guido H. Inguanzo, Jr., CMC  
Village Clerk

(Affix Town Seal)  
Village

BY: [Signature]

Yocelyn Gallano Gomez, ICMA-CM  
Village Manager

Approved by <sup>Village</sup> ~~Town~~ Attorney  
as to form and legal sufficiency

[Signature]  
Village Attorney

"Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:                      Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189

With a Copy to:                      Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

Village Manager/Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 31 day of July, 2012.



ATTEST:

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: 

Town Clerk

BY: 

Town Manager

(Affix Town Seal)

Approved by Town Attorney  
as to form and legal sufficiency

  
Town Attorney

ATTEST:

CITY OF SOUTH MIAMI, a municipal corporation of the State of Florida

BY: 

City Clerk

BY:  for CM 7/31/12

City Manager

(Affix Town Seal)

Approved by City Attorney  
as to form and legal sufficiency

  
City Attorney



Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

CITY MANAGER  
CITY OF SOUTH MIAMI  
6130 SUNSET DR.  
SOUTH MIAMI, FL 33143

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\_\_\_\_\_  
\_\_\_\_\_

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 24th day of July, 2012.

ATTEST:

VILLAGE OF PALMETTO BAY, a municipal corporation of the State of Florida

BY: Melissa Alexandre  
Village Clerk  
(Affix Village Seal)

BY: [Signature]  
Village Manager

Approved by Village Attorney  
as to form and legal sufficiency:



[Signature]  
Village Attorney

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:                      Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189

With a Copy to:                      Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

VILLAGE MANAGER  
VILLAGE OF PALMISTO BAY  
9705 E. HIBISCUS ST.  
PALMISTO BAY, FL 33157

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a

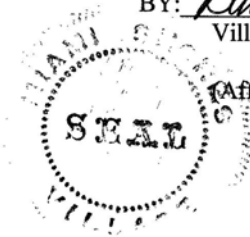
IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 30 day of JULY, 2012.

ATTEST:

MIAMI SHORES VILLAGE, a municipal corporation of the State of Florida

BY: Barbara A. Estep, MMC  
Village Clerk

BY: [Signature]  
Village Manager



(Affix Village Seal)

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:                      Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189


With a Copy to:                      Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

If to Miami Shores Village:       Village Manager  
Miami Shores Village  
10050 N.E. 2<sup>nd</sup> Avenue  
Miami Shores, FL 33138

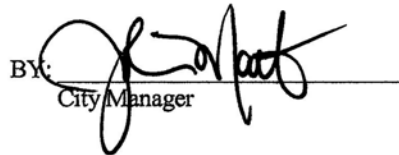
With a Copy to:                      Richard Sarafan, Esquire  
Genovese Joblove & Batista  
100 S.E. Second Street, 44<sup>th</sup> Floor  
Miami, FL 33131

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

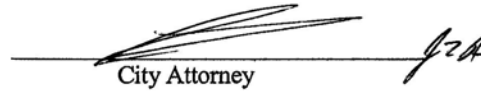
IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 2 day of August, 2012.

ATTEST:  
BY:  8-2-12  
City Clerk - Priscilla A. Thompson  
(Affix City Seal)

CITY OF MIAMI, a municipal  
corporation of the State of Florida

BY:   
City Manager

Approved by City Attorney  
as to form and legal sufficiency

  
City Attorney

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to City of Miami:                      Johnny Martinez  
   City Manager  
   City of Miami  
   3500 Pan American Dr. □  
   Miami, Florida 33133

With a Copy to:                              Julie O. Bru  
   Office of the City Attorney  
   444 SW 2nd Avenue, Suite 952  
   Miami, Florida 33130

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 26<sup>th</sup> day of July, 2012.

The City's execution of this Agreement is subject to Resolution 2012-05, which establishes the properties within Coral Gables that may participate in the District. A copy of the Resolution is attached hereto, and incorporated herein.

ATTEST:

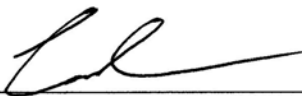
CITY OF CORAL GABLES, a municipal corporation of the State of Florida

BY:   
City Clerk

BY:   
City Manager

(Affix Town Seal)

Approved by City Attorney  
as to form and legal sufficiency

  
City Attorney



DR BK 28217 PG 0333  
LAST PAGE

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:                      Town Manager  
   Town of Cutler Bay  
   10720 Caribbean Boulevard, Suite 105  
   Town of Cutler Bay, Florida 33189

With a Copy to:                      Weiss Serota Helfman  
   Pastoriza Cole & Boniske, P.L.  
   2525 Ponce de Leon Boulevard  
   Suite 700  
   Coral Gables, Florida 33134

If to Coral Gables                      City Manager  
   City of Coral Gables  
   405 Biltmore Way  
   Coral Gables, Florida 33134

With a Copy To:                      City Attorney  
   City of Coral Gables  
   405 Biltmore Way  
   Coral Gables, Florida 33134

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

# The Florida Senate

## 2016 Florida Statutes

<u>Title XI</u> COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	<u>Chapter 163</u> INTERGOVERNMENTAL PROGRAMS  <u>Entire Chapter</u>	<b>SECTION 08</b> <b>Supplemental authority for improvements to real property.</b>
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### **163.08 Supplemental authority for improvements to real property. —**

(1)(a) In chapter 2008-227, Laws of Florida, the Legislature amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements through enhanced conservation and efficiency measures in all end-use sectors and reduce atmospheric carbon dioxide by promoting an increased use of renewable energy resources. That act also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security, and the reduction of greenhouse gases. In addition to establishing policies to promote the use of renewable energy, the Legislature provided for a schedule of increases in energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction. In chapter 2008-191, Laws of Florida, the Legislature adopted new energy conservation and greenhouse gas reduction comprehensive planning requirements for local governments. In the 2008 general election, the voters of this state approved a constitutional amendment authorizing the Legislature, by general law, to prohibit consideration of any change or improvement made for the purpose of improving a property's resistance to wind damage or the installation of a renewable energy source device in the determination of the assessed value of residential real property.

(b) The Legislature finds that all energy-consuming-improved properties that are not using energy conservation strategies contribute to the burden affecting all improved property resulting from fossil fuel energy production. Improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption. All improved properties not protected from wind damage by wind resistance qualifying improvements contribute to the burden affecting all improved property resulting from potential wind damage. Improved property that has been retrofitted with wind resistance qualifying improvements receives the special benefit of reducing the property's burden from potential wind damage. Further, the installation and operation of qualifying improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies. In order to make qualifying improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.

(c) The Legislature determines that the actions authorized under this section, including, but not limited to, the financing of qualifying improvements through the execution of financing agreements and the related imposition of voluntary assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants.

(2) As used in this section, the term:

(a) "Local government" means a county, a municipality, a dependent special district as defined in s. [189.012](#), or a separate legal entity created pursuant to s. [163.01](#)(7).

(b) "Qualifying improvement" includes any:

1. Energy conservation and efficiency improvement, which is a measure to reduce consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; building modifications to increase the use of daylight; replacement of windows; installation of

energy controls or energy recovery systems; installation of electric vehicle charging equipment; and installation of efficient lighting equipment.

2. Renewable energy improvement, which is the installation of any system in which the electrical, mechanical, or thermal energy is produced from a method that uses one or more of the following fuels or energy sources: hydrogen, solar energy, geothermal energy, bioenergy, and wind energy.

3. Wind resistance improvement, which includes, but is not limited to:

- a. Improving the strength of the roof deck attachment;
- b. Creating a secondary water barrier to prevent water intrusion;
- c. Installing wind-resistant shingles;
- d. Installing gable-end bracing;
- e. Reinforcing roof-to-wall connections;
- f. Installing storm shutters; or
- g. Installing opening protections.

(3) A local government may levy non-ad valorem assessments to fund qualifying improvements.

(4) Subject to local government ordinance or resolution, a property owner may apply to the local government for funding to finance a qualifying improvement and enter into a financing agreement with the local government. Costs incurred by the local government for such purpose may be collected as a non-ad valorem assessment. A non-ad valorem assessment shall be collected pursuant to s. [197.3632](#) and, notwithstanding s. [197.3632](#)(8)(a), shall not be subject to discount for early payment. However, the notice and adoption requirements of s. [197.3632](#)(4) do not apply if this section is used and complied with, and the intent resolution, publication of notice, and mailed notices to the property appraiser, tax collector, and Department of Revenue required by s. [197.3632](#)(3)(a) may be provided on or before August 15 in conjunction with any non-ad valorem assessment authorized by this section, if the property appraiser, tax collector, and local government agree.

(5) Pursuant to this section or as otherwise provided by law or pursuant to a local government's home rule power, a local government may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements.

(6) A qualifying improvement program may be administered by a for-profit entity or a not-for-profit organization on behalf of and at the discretion of the local government.

(7) A local government may incur debt for the purpose of providing such improvements, payable from revenues received from the improved property, or any other available revenue source authorized by law.

(8) A local government may enter into a financing agreement only with the record owner of the affected property. Any financing agreement entered into pursuant to this section or a summary memorandum of such agreement shall be recorded in the public records of the county within which the property is located by the sponsoring unit of local government within 5 days after execution of the agreement. The recorded agreement shall provide constructive notice that the assessment to be levied on the property constitutes a lien of equal dignity to county taxes and assessments from the date of recordation.

(9) Before entering into a financing agreement, the local government shall reasonably determine that all property taxes and any other assessments levied on the same bill as property taxes are paid and have not been delinquent for the preceding 3 years or the property owner's period of ownership, whichever is less; that there are no involuntary liens, including, but not limited to, construction liens on the property; that no notices of default or other evidence of property-based debt delinquency have been recorded during the preceding 3 years or the property owner's period of ownership, whichever is less; and that the property owner is current on all mortgage debt on the property.

(10) A qualifying improvement shall be affixed to a building or facility that is part of the property and shall constitute an improvement to the building or facility or a fixture attached to the building or facility. An agreement between a local government and a qualifying property owner may not cover wind-resistance improvements in buildings or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.

(11) Any work requiring a license under any applicable law to make a qualifying improvement shall be performed by a contractor properly certified or registered pursuant to part I or part II of chapter 489.

(12)(a) Without the consent of the holders or loan servicers of any mortgage encumbering or otherwise secured by the property, the total amount of any non-ad valorem assessment for a property under this section may not exceed 20 percent of the just value of the property as determined by the county property appraiser.

(b) Notwithstanding paragraph (a), a non-ad valorem assessment for a qualifying improvement defined in subparagraph (2)(b)1. or subparagraph (2)(b)2. that is supported by an energy audit is not subject to the limits in this subsection if the audit demonstrates that the annual energy savings from the qualified improvement equals or exceeds the annual repayment amount of the non-ad valorem assessment.

(13) At least 30 days before entering into a financing agreement, the property owner shall provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the property a notice of the owner's intent to enter into a financing agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount. A verified copy or other proof of such notice shall be provided to the local government. A provision in any agreement between a mortgagee or other lienholder and a property owner, or otherwise now or hereafter binding upon a property owner, which allows for acceleration of payment of the mortgage, note, or lien or other unilateral modification solely as a result of entering into a financing agreement as provided for in this section is not enforceable. This subsection does not limit the authority of the holder or loan servicer to increase the required monthly escrow by an amount necessary to annually pay the qualifying improvement assessment.

(14) At or before the time a purchaser executes a contract for the sale and purchase of any property for which a non-ad valorem assessment has been levied under this section and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

#### QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE.

—The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. [163.08](#), Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

(15) A provision in any agreement between a local government and a public or private power or energy provider or other utility provider is not enforceable to limit or prohibit any local government from exercising its authority under this section.

(16) This section is additional and supplemental to county and municipal home rule authority and not in derogation of such authority or a limitation upon such authority.

**History.**—s. 1, ch. 2010-139; s. 1, ch. 2012-117; s. 64, ch. 2014-22.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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## **NOTICE OF INTENT: PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all concerned that the Board of County Commissioners of Gadsden County, Florida, intends, at a regular meeting, at the Gadsden County Governmental Complex, 9-B East Jefferson Street, Quincy, Florida, at 6:00 p.m. on the 20th day of December, 2016, to consider adoption of a resolution entitled:

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AUTHORIZING, PURSUANT TO SECTIONS 163.01 AND 163.08, FLORIDA STATUTES, THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT TO AUTHORIZE THE GREEN CORRIDOR PACE DISTRICT TO ADMINISTER A VOLUNTARY FINANCING PROGRAM FOR ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS AND WIND RESISTANCE IMPROVEMENTS, AND TO COLLECT THE COSTS OF THE IMPROVEMENTS THROUGH VOLUNTARY NON-AD VALOREM ASSESSMENTS; AUTHORIZING AND DIRECTING COUNTY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES HEREOF; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.**

INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO THIS MATTER, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MUST ASSURE THAT A VERBATIM RECORDING OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

The proposed resolution is available for public inspection at the Office of the Clerk, Gadsden County Courthouse, 10 E. Jefferson St., Quincy, Florida, and on the County website at [gadsdencountyfl.gov](http://gadsdencountyfl.gov).

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Persons needing assistance in obtaining any**

**information from the County on attending the public hearing must contact the Gadsden County Administrator's Office, 1B E. Jefferson Street, Quincy, Florida, (850) 875-8650, at least 48 hours prior to the hearing; if you are hearing or voice impaired, call 711.**

BOARD OF COUNTY COMMISSIONERS OF  
GADSDEN COUNTY, FLORIDA

By: \_\_\_\_\_  
Nicholas Thomas, Clerk

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December 8, 2016  
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