

**LIMITED PURPOSE INTERLOCAL AGREEMENT BETWEEN FLORIDA GREEN FINANCE
AUTHORITY AND MANATEE COUNTY**

this Limited Purpose Interlocal Agreement (the “Agreement”) is entered into this _____ day of February 2018 by and between the Florida Green Finance Authority, a legal entity created pursuant to Florida law (the “Authority”), and Manatee County, a political subdivision of the State of Florida (“Manatee County” or the “County”) (collectively, the “Parties”) for the purpose of providing the most economic and efficient means of implementing a financing program for “Qualifying Improvements”, as defined below, on properties within the County’s jurisdictional boundaries.

RECITALS

WHEREAS, Section 163.08, Florida Statutes (the “Act”), provides that a local government (defined to include a legal entity created pursuant to Section 163.01(7) Florida Statutes), may finance “Qualifying Improvements”, as further defined below. including energy conservation and efficiency improvements, renewable energy improvements, wind resistance improvements and any other improvements authorized by the Act, as amended from time to time via the levy and collection of voluntary non-ad valorem assessments on the improved property; and

WHEREAS, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act”, permits the County and the Authority to enter into this Limited Purpose Interlocal Agreement (“Agreement”) to exercise the powers and privileges which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the Town of Lantana and the Town of Mangonia Park, both of which are Florida municipalities, entered into an Interlocal Agreement, dated June 11, 2012 pursuant to Section 163.01(7), Florida Statutes, creating the Florida Green Finance Authority as a legal entity) with the economic and efficient means of implementing and financing a Qualifying Improvements program, for “property assessed clean energy”, known as “PACE”, for energy conservation and efficiency, renewable energy, and wind-resistance improvements pursuant to the Act, and to provide additional services consistent with law; and

WHEREAS, the June 11, 2012 Interlocal Agreement establishing the Florida Green Finance Authority was amended and restated on May 9, 2016 as the “Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority” (the “May 9, 2016 Interlocal Agreement”), and this May 9, 2016 Interlocal Agreement is attached hereto as Exhibit A; and

WHEREAS, the Board of County Commissioners of Manatee County has adopted Resolution R-17-131 (as amended, the “Resolution”), authorizing the establishment of PACE programs within the County, and an amending resolution consenting to the Authority operating its PACE

program within the County pursuant to this Agreement; and

WHEREAS, Manatee County desires to execute this Agreement for the limited purpose of including all of Manatee County within the Service Area of the Authority and allowing the Authority to offer voluntary financing for Qualifying Improvements on such property through the Authority's PACE program, on a non-exclusive basis, and the County hereby consents to the Authority exercising its authority to facilitate and operate its PACE program; and

WHEREAS, the County hereby consents to the Authority exercising its authority to facilitate and operate its PACE program within Manatee County as specific herein.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement and approved.
2. Purpose. The purpose of this Agreement is to include all property in Manatee County within the Service Area of the Authority and to authorize the Authority to facilitate the financing of Qualifying Improvements through the Authority's non-exclusive PACE program, in accordance with the Act, including for residential, commercial, agricultural and industrial properties. The County hereby opts out of participation in the Authority Board as well as any involvement with Authority staffing or operations as may be contemplated by the Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority.
3. Consent. This Agreement, once effective, together with the Resolution by the Manatee County Board of County Commissioners approving this Agreement, shall be considered the County's consent to authorize, as well as the Authority's consent to administer the Authority's non-exclusive PACE program within unincorporated Manatee County, pursuant to the Act, including the levying and collecting of voluntary non-ad valorem assessments on properties within the Authority's Service Area, including unincorporated Manatee County, as permitted by law.
4. No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the Parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. Rather, any such obligations shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Agreement. Debt obligations shall also not include any revenues, funds, accounts or other assets or property of the County.
5. Creation of State, County, or Municipal Debts Prohibited. The County shall not incur nor

ever be requested to authorize any obligations secured by non-ad valorem assessments associated with Qualifying Improvements imposed by the Authority pursuant to the Act. The Authority acting pursuant to the Act, the Resolution, or this Agreement shall not be empowered or authorized in any manner to create a debt as against the County and shall not pledge the full faith and credit of the County and/or participating municipalities in any manner whatsoever. No revenue bonds or debt obligations of the Authority acting pursuant to the Act shall ever pledge or imply any pledge that the County shall be obligated to pay the same or the interest thereon, nor state or imply that such obligations are payable from the full faith and credit or the taxing power of the state, the County, or any participating municipality. The issuance of revenue or refunding bonds by the Authority under the provisions of law, the Authority's governance documents, or any agreement or resolution shall not be deemed in any manner, directly or indirectly or contingently, to obligate the County and participating municipalities, to levy or to pledge any form of ad valorem taxation or other county or municipal revenues or to make any appropriation for their payment whatsoever.

6. Bonds. The Authority is not authorized to issue bonds, or any other form of debt, on behalf of the County. To the extent that the Authority issues bonds under its own authority in connection with this Agreement, the pledge will be based on the PACE assessments, and Manatee County shall not be obligated in any way.
7. Qualifying Improvements. The Authority may provide “Qualifying Improvements” to real property within the County, utilizing its authority, in accordance with the Act, and subject to the terms of this Agreement, as well as applicable federal, state, and county law. “Qualifying Improvements” shall be as defined in the Act.
8. Assessment by Authority. The Parties acknowledge and agree that the non-ad valorem assessments arising from a property owner’s voluntary participation in the PACE program (the “Special Assessments”) are imposed by the Authority and not by the County.
 - A. The County shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Authority.
 - B. The Authority, not the County, shall be responsible for all matters associated with origination, funding, financing, collection and administration of each of the Authority’s Special Assessments. Such responsibility includes, subject to the limitations in Section 768.28, Florida Statutes: (i) the Authority defending and indemnifying the County from any and all claims, causes of action, or damages (including attorneys’ fees and costs) incurred by or brought against the County relating to the Special Assessments, and debt obligations of the Authority, the financing agreements described below, the Qualifying Improvements, this Agreement, or any other aspect of the PACE program of the Authority; (ii) the Authority responding to any complaints or inquiries by property owners, tax certificate holders, lenders or others relating to the Special Assessments, the

financing agreements, the Qualifying Improvements, or any other aspect of the PACE program.

- C. By law the Special Assessments must be collected pursuant to Sections 197.3632 and 163.08, Florida Statutes; and, are not imposed by the County, the Property Appraiser or the Tax Collector. The Special Assessments are levied and imposed solely by the Authority.
 - D. The Authority is also required by law to use the uniform method of collecting such Special Assessments, and shall be responsible for all interface with the Tax Collector or Property Appraiser.
9. Financing Agreement. The Parties agree that the Authority may enter into a financing agreement, pursuant to the Act, with property owner(s) who obtain financing through the Authority within the County. Notwithstanding any other provision in the Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority, this Agreement, or other related agreement, rates, fees and charges shall not exceed those contained in Chapter 687, Florida Statutes, and always be sufficient to comply fully with any covenants contained in the financing documents.
10. Agreements with Tax Collector and Property Appraiser. This Agreement shall be subject to the express condition that the Authority enter into separate agreement(s) with the County Tax Collector, and the County Property Appraiser, as applicable, which shall provide for the assessment and collection of any non-ad valorem assessments imposed by the Authority. Additionally, the Parties agree that the Property Appraiser's and Tax Collector's assessment, collection, and distribution of any such non-ad valorem assessments imposed by the Authority are purely ministerial acts pursuant to Chapter 197, Florida Statutes.
11. Non-Exclusive. The PACE program contemplated by this Agreement is non-exclusive, meaning the County specifically reserves the right to authorize other entities to provide their own program under the Act, or create its own program under the Act.
12. Service Area. For purposes of the PACE program authorized by this Agreement, the Service Area of the Authority as contemplated by the Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority shall include the unincorporated areas within the legal boundaries of Manatee County, which boundaries may be limited, expanded, or more specifically designated from time to time by Manatee County by providing written notice to the Authority.
13. Properties. Within Manatee County, residential, commercial, agricultural and industrial properties may be eligible to participate in the PACE program.
14. Reporting. The Authority shall provide a report to the County on a quarterly calendar basis,

which shall include, at a minimum, the following information: (a) Dates of the reporting period; (b) List of PACE projects (including addresses, financed amount, interest rate, assessment duration, and project description) started during the reporting period, separated by building type (e.g., single family, multifamily, retail, office, industrial, etc.); (c) List of PACE projects (including addresses including municipal jurisdiction) completed during the reporting period, separated by building type project (e.g., single family, multifamily, retail, office, industrial, etc.), specify; (1) the Qualifying Improvements made; (2) project start date and completion date; (3) the projected energy savings and/or amount of potential renewable energy to be generated; (4) financial information such as cost per kilowatt hour saved/generated; (5) other resource savings if data is available; and (6) audits performed detailing the audit results, if applicable to the project; (d) Number of actual or estimated jobs created during the reporting period, including local versus non-local jobs and permanent versus temporary jobs; (e) Number of applications declined during the reporting period; (f) Unresolved complaints and/or contractor issues and status; and (g) Description of the standardized third-party methodologies and supporting assumptions used to verify data, and any changes u1 the methodologies and assumptions from the previous reporting period.

15. Survival of Assessments. During the term of this Agreement, the Authority may, on a non-exclusive basis, levy voluntary non-ad valorem Special Assessments on participating properties within the boundaries of the County 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 the Act, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in boundaries by the County as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of the Service Area of the Authority, until such time that all outstanding debt has been satisfied.
16. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Either Party may terminate this Agreement for convenience upon ninety (90) days prior written notice ("Termination Notice"). Beginning on the date the Authority receives a Termination Notice from the County ("Termination Date"), the Authority shall not approve any new applications affecting property within the Service Area that includes the legal boundaries of unincorporated Manatee County referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the PACE program, shall continue to be a part of the Authority, for the sole purpose of paying their outstanding debt, until such time that all outstanding debt has been satisfied.
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 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 the Authority:

Florida Green Finance Authority
Todd Wodraska, Registered Agent
2501 Burns Road
Palm Beach Gardens, FL 33410

With a copy to:

Renew Financial Group LLC
Attention: General Counsel
RenewPACE Florida
1221 Broadway, 4th Floor
Oakland, CA 94612
notices@renewfinancial.com

If to Manatee County:

Manatee County
ATTN: County Administrator
1112 Manatee Avenue West
Bradenton, FL 34206

With a copy to:

Manatee County
ATTN: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34206

18. Amendments. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the Authority by its governing body, and only if properly executed by the Parties hereto.
19. Validity. After consultation with their respective legal counsel, the County and the Authority each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The Authority and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable

against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

20. Joint Effort. The preparation of this 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.
21. Merger. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous 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 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.
22. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
23. Third Party Beneficiaries. Neither the County nor the Authority intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
24. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
25. Severability. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
26. Indemnification. The Authority shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Authority or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. The Authority shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this

indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes.

27. Effective Date. This Agreement shall become effective on the date upon which both Parties will have caused it to be executed.
28. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the Twelfth Judicial Circuit in Manatee County, Florida.
29. Sovereign Immunity. Nothing herein shall constitute a waiver of Section 768.28, Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
30. Execution in Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
31. Entire Agreement. This Agreement constitutes the entire agreement pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no additional agreements among the Parties in connection with the subject matter hereof, except as specifically set forth herein. As required by Subsection 163.01(11), Florida Statutes, this Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into as of the date first above written.

FLORIDA GREEN FINANCE AUTHORITY

By: _____

MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____
Deputy Clerk