

**RESOLUTION R-18-008**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING REAL PROPERTY, AMENDING RESOLUION R-17-131 TO AUTHORIZE ADDITIONAL SPECIAL PURPOSE LOCAL GOVERNMENTS TO PARTICIPATE IN THE COUNTY'S PROGRAM FOR "PROPERTY ASSESSED CLEAN ENERGY" OR "PACE"; PROVIDING FOR SEVERABILITY AND AN PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.08, Florida Statutes, entitled "Supplemental authority for improvements to real property" (the "Supplemental Act"), provides that certain improvements to real property for energy conservation and efficiency, renewable energy improvements, or wind resistance improvements, may qualify for financing made available by certain local governments (in addition to and other than Manatee County) to private property owners, with repayment over time being statutorily collected on the property owners' annual tax notice as a non-ad valorem assessment under the uniform collection process; and

**WHEREAS**, Sections and 163.01(7), and 163.08 Florida Statutes, allow for, and contemplate the creation of distinct and separate legal entities, and specifically define these separate legal entities as a "local government" for the purposes of enabling property owners to voluntarily finance such improvements with such special purpose local government assistance, and this accomplishes what the Legislature describes as a compelling state interest in the Supplemental Act; and

**WHEREAS**, several focused separate legal entities, which can be characterized as special purpose local governments, have been created and established within the state to provide the financing, documentation, levy and imposition of non-ad valorem assessments as provided by the general law provisions of the Supplemental Act, and are accordingly recognized by the Florida Department of Revenue as local governments directed and authorized by the Legislature to separately impose and collect those non-ad valorem assessments only under the uniform collection method provided for in Section 197.3632, Florida Statutes and Chapter 12D-18 of the Florida Administrative Code; and

**WHEREAS**, this financing alternative is sometimes commonly called "PACE" or "property assessed clean energy", although neither this acronym nor the words "property assessed clean energy" appear in the relevant statutes in Florida; and

**WHEREAS**, pursuant to Resolution No. R-17-131 (the "PACE Resolution"), the Board determined that it is in the best interest of the public health, safety and welfare of Manatee County to alternatively allow for this voluntary funding and financing opportunity for private property owners, and to undertake the activities described in the Supplemental Act, and to avoid liability, cost, staff time, the use of significant County resources, as well as any misperception that County taxpayers or the County treasury are underwriting or regulating this activity authorized by general

law, by authorizing special purpose local governments to operate within the County pursuant to interlocal agreements; and

**WHEREAS**, it is in the best interest of the public health, safety and welfare of Manatee County for the Board to amend the PACE Resolution to include the interlocal agreements attached to this Resolution within the list of interlocal agreements approved pursuant to the PACE Resolution, in order to allow the special purpose local governments described herein to undertake PACE activities within the County in accordance with the PACE Resolution and the terms of their respective interlocal agreements.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MANATEE 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 as Findings of the Board.

**SECTION 2. AMENDMENT OF PACE RESOLUTION; CONFIRMATION AND DIRECTION.**

(A) The PACE Resolution is hereby amended to add the interlocal agreements listed in Exhibit A hereto to the list of interlocal agreements approved in Section 5 of the PACE Resolution and listed in Exhibit A of the PACE Resolution. The Board hereby confirms and approves for execution the list of interlocal agreement(s) between Manatee County and the special purpose local government(s), listed and attached in Exhibit A hereto, subject to and in accordance with the provisions of the PACE Resolution.

(B) Upon this Resolution becoming effective, the Chair of the Board of County Commissioners and the County Administrator are hereby authorized and directed to execute and deliver the interlocal agreement(s), substantially in the forms attached hereto as exhibits, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the Chairman and the County Administrator, the execution thereof being conclusive evidence of such approval. The Board directs and authorizes its Chair, County Administrator, officers, attorneys and other agents or employees of the County to do all acts and things required of them by and to generally advance the purposes of this Resolution, and the agreements authorized, for the full punctual accomplishment of the directions of the Board and in the PACE Resolution; and, the Chair, his or her designee, and the County Administrator, officers, attorneys and other agents or employees of the County are hereby respectively directed and authorized to cooperatively execute and deliver any and all communications, papers and instruments and to do and cause to be done all acts and things necessary to accomplish such direction and to accomplish generally the purposes of the PACE Resolution and the authorized interlocal agreements, subject to and in accordance with the provisions of the PACE Resolution.

(C) The PACE Resolution, and all terms set forth therein not expressly amended by this Resolution, shall remain in full force and effect.

**SECTION 3. SEVERABILITY.** All other provisions of any resolution of the Board not inconsistent with this Resolution shall remain in full force and effect. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 6th day of March, 2018.**



**BOARD OF COUNTY  
COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA**

*Trisilla Inace*  
\_\_\_\_\_  
CHAIRPERSON

**ATTEST:**

**ANGELINA M. COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER**

*By: Robin Roth, DC*  
\_\_\_\_\_  
DEPUTY CLERK

**EXHIBIT A**

**LIST OF APPROVED INTERLOCAL AGREEMENTS  
TO BE ADDED TO THE PACE RESOLUTION  
(copies attached)**

- 1. Florida Green Finance Authority**
- 2. Florida Resiliency and Energy District**

**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, 4<sup>th</sup> Floor  
Oakland, CA 94612  
[notices@renewfinancial.com](mailto: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

**LIMITED PURPOSE INTERLOCAL AGREEMENT BETWEEN FLORIDA RESILIENCY AND ENERGY DISTRICT AND MANATEE COUNTY**

This Limited Purpose Interlocal Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of February 2018 by and between the Florida Resiliency and Energy District, a legal entity created pursuant to Florida law (the “District”), 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 District 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 Florida Development Finance Corporation, the Town of Lake Clarke Shores and the City of Fernandina Beach, , entered into a Second Amended and Restated Interlocal Agreement, dated April 11, 2017 pursuant to Section 163.01(7), Florida Statutes, creating the Florida Resiliency and Energy District 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 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 District 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 District and allowing

the District to offer voluntary financing for Qualifying Improvements on such property through the District's PACE program, on a non-exclusive basis, and the County hereby consents to the District exercising its authority to facilitate and operate its PACE program; and

**WHEREAS**, the County hereby consents to the District 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 District and to authorize the District to facilitate the financing of Qualifying Improvements through the District'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 District Board as well as any involvement with District staffing or operations as may be contemplated by the Second Amended and Restated Interlocal Agreement Forming the Florida Resiliency and Energy District.
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 District's consent to administer the District'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 District'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 District pursuant to the Act. The District 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 District 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 District under the provisions of law, the District'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 District is not authorized to issue bonds, or any other form of debt, on behalf of the County. To the extent that the District 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 District 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 District. 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 District 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 District.
  - B. The District, not the County, shall be responsible for all matters associated with origination, funding, financing, collection and administration of each of the District's Special Assessments. Such responsibility includes, subject to the limitations in Section 768.28, Florida Statutes: (i) the District 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 District, the financing agreements described below, the Qualifying Improvements, this Agreement, or any other aspect of the PACE program of the District; (ii) the District 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 District.

- D. The District agrees that the uniform method of collecting such Special Assessments will be used, and shall be responsible for all interface with the Tax Collector or Property Appraiser.
9. Financing Agreement. The Parties agree that the District may enter into a financing agreement, pursuant to the Act, with property owner(s) who obtain financing through the District within the County. Notwithstanding any other provision in the Second Amended and Restated Interlocal Agreement Forming the Florida Resiliency and Energy District, 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 District 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 District. 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 District 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 District as contemplated by the Second Amended and Restated Interlocal Agreement Forming the Florida Resiliency and Energy District 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 District.
13. Properties. Within Manatee County, residential, commercial, agricultural and industrial properties may be eligible to participate in the PACE program.
14. Reporting. The District 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 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 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 estimated renewable energy to be generated; (4) financial information such as estimated potential 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 and available and collected; (d) Number of actual or estimated jobs created during the reporting period, including, if available and collected, 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 to the methodologies and assumptions from the previous reporting period. Notwithstanding the reporting requirements provided in this Section, all reports shall include only aggregate data, excluding any personally identifiable information.

15. Survival of Assessments. During the term of this Agreement, the District 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 District, 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 District receives a Termination Notice from the County ("Termination Date"), the District 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 District, 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 District:**

The Florida Resiliency and Energy District  
c/o Florida Development Finance Corporation  
William "Bill" F. Spivey, Jr. Executive Director  
156 Tuskawilla Road, Suite 2340  
Winter Springs, Florida 32708  
407.956.5695 (t)  
bspivey@fdcbonds.com

and Issuer's Counsel with Broad and Cassel  
Joseph Stanton, Esq.  
Bank of America Center  
390 North Orange Avenue Suite 1400  
Orlando, FL 32801-4961  
407.839.4200 (t)  
jstanton@broadandcassel.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 District 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 District 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 District 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 District 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 District 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 District or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. The District 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 RESILIENCY AND ENERGY DISTRICT

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

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

this Limited Purpose Interlocal Agreement (the "Agreement") is entered into this MARCH 6<sup>th</sup> 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, 4<sup>th</sup> Floor  
Oakland, CA 94612  
[notices@renewfinancial.com](mailto: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.

ATTEST:

**THE FLORIDA GREEN FINANCE AUTHORITY**, a  
separate legal entity established pursuant to Section  
163.01(7), Florida Statutes

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

Secretary of the Authority

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

Chair of the Authority

Approved by Authority Attorney  
as to form and legal sufficiency

\_\_\_\_\_  
Authority Attorney

**MANATEE COUNTY**, a political  
subdivision of the State of Florida

By: its Board of County Commissioners

By: *Priscilla Iny*  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

By: *Robin Roth, DC*  
Deputy Clerk



**LIMITED PURPOSE INTERLOCAL AGREEMENT BETWEEN FLORIDA RESILIENCY AND  
ENERGY DISTRICT AND MANATEE COUNTY**

This Limited Purpose Interlocal Agreement (the "Agreement") is entered into this MARCH 6<sup>TH</sup> day of ~~February~~ 2018 by and between the Florida Resiliency and Energy District, a legal entity created pursuant to Florida law (the "District"), 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 District 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 Florida Development Finance Corporation, the Town of Lake Clarke Shores and the City of Fernandina Beach, , entered into a Second Amended and Restated Interlocal Agreement, dated April 11, 2017 pursuant to Section 163.01(7), Florida Statutes, creating the Florida Resiliency and Energy District 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 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 District 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 District and allowing the District to offer voluntary financing for Qualifying Improvements on such property through the District's PACE program, on a non-exclusive basis, and the County hereby consents to the District exercising its authority to facilitate and operate its PACE program; and

**WHEREAS**, the County hereby consents to the District 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 District and to authorize the District to facilitate the financing of Qualifying Improvements through the District'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 District Board as well as any involvement with District staffing or operations as may be contemplated by the Second Amended and Restated Interlocal Agreement Forming the Florida Resiliency and Energy District.
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 District's consent to administer the District'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 District'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 District pursuant to the Act. The District 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 District 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 District under the provisions of law, the District'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 District is not authorized to issue bonds, or any other form of debt, on behalf of the County. To the extent that the District 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 District 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 District. 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 District 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 District.
  - B. The District, not the County, shall be responsible for all matters associated with origination, funding, financing, collection and administration of each of the District's Special Assessments. Such responsibility includes, subject to the limitations in Section 768.28, Florida Statutes: (i) the District 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 District, the financing agreements described below, the Qualifying Improvements, this Agreement, or any other aspect of the PACE program of the District; (ii) the District 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 District.
  - D. The District agrees that the uniform method of collecting such Special Assessments will be used, and shall be responsible for all interface with the Tax Collector or Property Appraiser.
9. Financing Agreement. The Parties agree that the District may enter into a financing agreement, pursuant to the Act, with property owner(s) who obtain financing through the District within the County. Notwithstanding any other provision in the Second Amended and Restated Interlocal Agreement Forming the Florida Resiliency and Energy District, 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 District 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 District. 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 District 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 District as contemplated by the Second Amended and Restated Interlocal Agreement Forming the Florida Resiliency and Energy District 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 District.
13. Properties. Within Manatee County, residential, commercial, agricultural and industrial properties may be eligible to participate in the PACE program.
14. Reporting. The District 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 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 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 estimated renewable energy to be generated; (4) financial information such as estimated potential 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 and available and collected; (d) Number of actual or estimated jobs created during the reporting period, including, if available and collected, 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 to the methodologies and assumptions from the previous reporting period. Notwithstanding the reporting requirements provided in this Section, all reports shall include only aggregate data, excluding any personally identifiable information.

15. Survival of Assessments. During the term of this Agreement, the District 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 District, 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 District receives a Termination Notice from the County ("Termination Date"), the District 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 District, 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 District:**

The Florida Resiliency and Energy District  
c/o Florida Development Finance Corporation  
William "Bill" F. Spivey, Jr. Executive Director  
156 Tuskawilla Road, Suite 2340  
Winter Springs, Florida 32708  
407.956.5695 (t)  
bspivey@fdcbonds.com

and Issuer's Counsel with Broad and Cassel  
Joseph Stanton, Esq.  
Bank of America Center  
390 North Orange Avenue Suite 1400  
Orlando, FL 32801-4961  
407.839.4200 (t)  
jstanton@broadandcassel.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 District 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 District 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 District 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 District 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 District 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 District or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. The District 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.

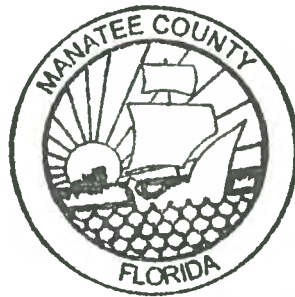
27. Effective Date. This Agreement shall become effective on the date upon which both Parties will have caused it to be executed.
28. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree 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.

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

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

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners



By: Priscilla Trace  
Chairperson

Attest: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

By: Robin Pothol 3/6/18  
Deputy Clerk Date

STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 6 day of March, 2018, by Priscilla Trace, Chairman of the [INSERT PUBLIC AGENCY], Florida, who is personally known to me/has produced \_\_\_\_\_ as identification.

Marianne Lopata  
Printed/Typed Name: Marianne Lopata  
Notary Public-State of Florida  
Commission Number:

(SEAL)





[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

[Signature]  
Ryan T. Barthes

FLORIDA DEVELOPMENT FINANCE  
CORPORATION on behalf of FLORIDA  
RESILIENCY AND ENERGY DISTRICT

By:

[Signature]  
William "Bill" F. Spivey, Jr.  
Executive Director

WITNESS:

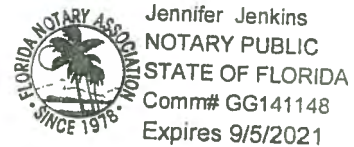
[Signature]  
Ahisha Moyet

STATE OF FLORIDA.  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2018, by William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, who is personally known to me has produced \_\_\_\_\_ as identification.

(SEAL)

[Signature]  
Printed/Typed Name: Jennifer Jenkins  
Notary Public-State of Florida  
Commission Number: GG141148





# Angelina M. Colonnese

CLERK AD INTERIM OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

---

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 – Fax (941) 741-4082  
P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

March 9, 2018

**TO:** Todd Wodraska, Register Agent  
Florida Green Finance Authority  
2501 Burns Road  
Palm Beach Garden, Florida 33410

**FROM:** Clerk of Circuit Court  
Board Records Department  
Robin Toth  
P. O. Box 25400  
Bradenton, FL 34206

**RE:** **Limited Purpose Interlocal Agreement and Resolution R-18-008, relating to the Property Assessed Clean Energy (PACE) Programs**

**Accepted:** In open session by the Manatee County Board  
of County Commissioners on March 6, 2018

AMC: RT  
Enclosures: Limited Purpose Interlocal Agreement; and  
Resolution R-18-008  
cc: Board Records

“Pride in Service with a Vision to the Future”

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder



# Angelina M. Colonnese

CLERK AD INTERIM OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

March 9, 2018

**TO:** Davis & Ashton, P.A.  
Attention: Amity R. Barnard, Esq.  
701 Northpoint Parkway, Suite 205  
West Palm Beach, Florida 33407

**FROM:** Clerk of Circuit Court  
Board Records Department  
Robin Toth  
P. O. Box 25400  
Bradenton, FL 34206

**RE:** **Limited Purpose Interlocal Agreement, relating to the Property Assessed Clean Energy (PACE) Programs**

**Accepted:** In open session by the Manatee County Board  
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# Angelina M. Colonnese

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P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

March 9, 2018

**TO:** William "Bill" F. Spivey, Executive Director  
The Florida Resiliency and Energy District  
c/o Florida Development Finance Corporation  
156 Tuskawilla Road, Suite 2340  
Winter Springs, Florida 32708

**FROM:** Clerk of Circuit Court  
Board Records Department  
Robin Toth  
P. O. Box 25400  
Bradenton, FL 34206

**RE:** **Limited Purpose Interlocal Agreement and Resolution R-18-008, relating to the Property Assessed Clean Energy (PACE) Programs**

**Accepted:** In open session by the Manatee County Board  
of County Commissioners on March 6, 2018

AMC:RT  
Enclosures: Limited Purpose Interlocal Agreement; and  
Resolution R-18-008  
cc: Board Records

*"Pride in Service with a Vision to the Future"*

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder



# Angelina M. Colonnese

CLERK AD INTERIM OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

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P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

March 9, 2018

**TO:** Florida Development Finance Corporation  
Attention: Ahisha Molyet  
156 Tuskawilla Road, Suite 2340  
Winter Springs, Florida 32708

**FROM:** Clerk of Circuit Court  
Board Records Department  
Robin Toth  
P. O. Box 25400  
Bradenton, FL 34206

**RE:** **Limited Purpose Interlocal Agreement and Resolution R-18-008, relating to the Property Assessed Clean Energy (PACE) Programs**

**Accepted:** In open session by the Manatee County Board  
of County Commissioners on March 6, 2018

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Enclosures: Limited Purpose Interlocal Agreement  
cc: Board Records

“Pride in Service with a Vision to the Future”

Clerk of the Circuit Court – Clerk of Board of County Commissioners – County Comptroller – Auditor and Recorder

Manatee County Government Administrative Center  
First Floor, Commission Chambers  
9:00 a.m. - March 6, 2018

**REVISED** March 6, 2018 - Regular Meeting  
Agenda Item #22

**Approved in Open Session 3/6/18,  
Manatee County  
Board of County Commissioners**

Subject

Non-Exclusive Interlocal Agreement Relating to the Funding and Financing of Qualifying Improvements by PACE programs (Florida Green Finance Authority and Florida Resiliency and Energy District)

Briefings

None

Contact and/or Presenter Information

Jan Brewer, Director, Financial Management Department, Ext. 3726

Action Requested

Move to adopt Resolution R-18-008 authorizing PACE funding programs in unincorporated Manatee County and approving an interlocal agreement with Florida Green and Florida Resiliency.

Enabling/Regulating Authority

Florida Statute 168.03(2)(a)

Background Discussion

On June 20, 2017, the Board of County Commissioners approved the County to a) move forward with the Property Assessed Clean Energy ("PACE") Program to operate in the unincorporated areas of Manatee County and b) return to the Board with the implementing documents and Resolution for approval.

Four (4) providers have expressed interest in establishing programs in Manatee County: namely, (i) Florida PACE Funding Agency, (ii) Florida Green Finance Authority (Renew Financial Group), (iii) Green Corridor PACE (Ygrene) and (iv) Florida Resiliency and Energy District ("FRED") (Renovate America). On December 7, 2017, the Board adopted Resolution No. R-17-131 approving an interlocal agreement with Florida PACE Funding Agency, the first agreement to be recommended to the Board for approval. The other providers have the opportunity to receive approval by supplemental resolution, subject to negotiation of a legally acceptable interlocal agreement. Two such providers, Florida Green Finance Authority and Florida Resiliency and Energy District, have negotiated acceptable interlocal agreements with the County. Resolution R-18-008 approves these interlocal agreements, allowing these providers to offer PACE programs in the County. Other providers, including Ygrene, still have the opportunity to negotiate interlocal agreements with the County.

The PACE Program provides financing for property owners to make qualifying improvements to their businesses or homes. Improvements may be made in the form of energy efficiency, renewable energy, and/or wind resistance.

Property owners voluntarily opt into a non-ad valorem assessment program to finance these improvements. Repayments of the improvements are paid annually through the property tax bill. The value of the improvement and the obligation to repay the annual assessment lies within the property so if the property changes ownership the obligation stays with the property.

Florida Statute 163.08 authorizes local governments to create PACE programs and provides the overall framework within which to administer the program. Under this statute, the County may (1) establish a self-

funded and/or self-administered PACE program or (2) enter into an agreement with one or more local governments for the purpose of providing and financing qualifying improvements. In addition, the County may elect to use a third-party PACE program provider for the administration of the program. Third party providers offer multiple services such as determination of loan eligibility, loan application processing, underwriting, and contractor selection.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Bill Clague, Assistant County Attorney, reviewed the agreements and prepared Resolution R-18-008.

Reviewing Attorney

Clague

Instructions to Board Records

Copies to:

1. Register Agent, Todd Wodraska, Florida Green Finance Authority, 2501 Burns Road, Palm Beach Garden, FL 33410
2. Executive Director, William "Bill" F. Spivey, Jr., The Florida Resiliency and Energy District c/o Florida Development Finance Corporation, 156 Tuskawilla Road, Suite 2340, Winter Springs, FL 32708
3. Jan Brewer ([jan.brewer@mymanatee.org](mailto:jan.brewer@mymanatee.org)), Director, Financial Management Department
4. Dennis W. Wallace ([dennis.wallace@mymanatee.org](mailto:dennis.wallace@mymanatee.org)), Contract Manager, Financial Management Department, Procurement Division

**Distributed as instructed above, along with Resolution R-18-008 sent to D. Bassett and L. Stephens, 3/9/18, RT**

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [ILA for PACE Program -- Florida Green \(final\).pdf](#)

Attachment: [ILA for PACE Program -- Florida Resiliency \(final\).pdf](#)

Attachment: [Resolution R-18-008 Amending PACE Program FINAL.pdf](#)

# MEMORANDUM



To: Ed Hunzeker, County Administrator  
From: Diane Vollmer, Agenda Coordinator  
Date: March 5, 2018  
Subject: **Agenda Update for Meeting of March 6, 2018**

*THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)*

## CHANGES TO INTRODUCTIONS

### INTRODUCTIONS

6. **Introduction of Sherry Price, Recreation Coordinator / Parks & Natural Resources** – The Bio's for Sherry Price and Bob Davis were added to this agenda item.

## CHANGES TO CONSENT AGENDA

### FINANCIAL MANAGEMENT

22. **Non-Exclusive Interlocal Agreement Relating to the Funding and Financing of Qualifying Improvements by PACE programs (Florida Green Finance Authority and Florida Resiliency and Energy District)** – The County Attorney Review section of this item was updated to indicate Bill Clague, Assistant County Attorney, reviewed the agreements and prepared Resolution R-18-008.
23. **Request for Proposal (RFP) 17-2234BLS, Collection and Removal of Household Hazardous Waste (HHW)** – The agreement with Clean Harbors Environmental Services was updated to include each of the exhibits referenced in that agreement.

### PUBLIC SAFETY

34. **Execution of Contract with West Coast Southern Medical Services, Inc.** – Deferred.

## CHANGES TO ADVERTISED PUBLIC HEARINGS

### PUBLIC WORKS

37. **LDA-17-01 - Local Development Agreement for Northeast Sector** – The Agreement was updated to include the referenced exhibits.

### ADMINISTRATOR

38. **Braden River Preserve - Establishment of a Municipal Services Taxing Unit (MSTU)** – Ordinance 18-14 was updated to include Attachment "A" to Exhibit "A" of that Ordinance.

## CHANGES TO REGULAR AGENDA

### FINANCIAL MANAGEMENT

39. **Transportation Revenue Improvement Note Series 2016 – Extension** – The Summary of Terms and Conditions was added to the agenda item and the motion was revised to read:
  - Approve a one year maturity extension to March 28, 2019, on the Transportation Revenue Improvement Note, Series 2016 by Bank of America, N.A, which was issued on April 12, 2016, for the 44th Avenue Transportation Project; and
  - Authorize the preparation of documents with the summary of terms and conditions included in the agenda, as per the recommendation of Public Resources Advisory Group (PRAG), the County's Financial Advisor, and authorize County's professional staff to bring back all necessary documentation for Board approval.

## CHANGES TO COMMISSIONER AGENDA

### COMMISSIONER TRACE

44. **Fort Hamer Bridge Closing for Fundraiser Run - September 2018** – This item was updated to reflect a 10:45 a.m. time certain.

County Administrator's Office  
1112 Manatee Avenue West Bradenton, FL 34205  
Phone number: (941) 745-3717





dd.

**Amity R. Barnard, Esq.**  
Associate Attorney  
LEED Green Associate  
Email: [mitty@davisashtonlaw.com](mailto:mitty@davisashtonlaw.com)

January 29, 2018

**VIA FEDEX**

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
1112 Manatee Ave. W., 9th Floor  
Bradenton, FL 34205

**Re: Florida Green Finance Authority Agreements**

Dear Mr. Clague:

Enclosed please find three (3) partially-executed original Florida Green Finance Authority Limited Purpose Interlocal Agreements. When fully executed, please return one (1) sealed original Limited Purpose Interlocal Agreement to me at the following address:

Davis & Ashton, P.A.  
701 Northpoint Parkway, Suite 205  
West Palm Beach, FL 33407

Please do not hesitate to contact myself or Keith Davis, Esq. at (561) 586-7116 or via email ([mitty@davisashtonlaw.com](mailto:mitty@davisashtonlaw.com) or [keith@davisashtonlaw.com](mailto:keith@davisashtonlaw.com)) if you have questions or require anything further.

Sincerely,

A handwritten signature in blue ink, appearing to read 'ARB', is written over the word 'Sincerely,'.

Amity R. Barnard, Esq.  
Assistant General Counsel, Florida Green Finance Authority

Enclosures



**FLORIDA  
DEVELOPMENT  
FINANCE** CORP.

dd,

Received By  
Manatee County Attorney's  
Office

Date 2/20/18  
Time 10:00AM  
 Rec'd By Mail  
 Rec'd By Hand Delivery  
 Rec'd By Fax  
Time Sensitive  Y  N  U

February 14, 2018

Bill Clague  
Manatee County Attorney's Office  
P.O. Box 1000  
Bradenton, FL 34206-1000

Attention: Bill Clague

On behalf of the Florida Development Finance Corporation "FD FC" we welcome Manatee County to the **Florida Resiliency and Energy District "FRED"**.

Included in this package are three identical copies of the fully executed and notarized Limited Purpose Party Membership Agreement with "FRED". Please execute all three copies of the agreement then return one copy with the city signatures to the following address:

**Florida Development Finance Corporation**  
**Attention: Ahisha Moyet**  
**156 Tuskawilla Road, Suite 2340**  
**Winter Springs, FL 32708**

If you have any questions, please feel free to contact me directly.

Thank you,

Ahisha Moyet  
**PACE Coordinator**  
Florida Resiliency and Energy District  
Florida Development Finance Corporation  
[amoyet@fdcbonds.com](mailto:amoyet@fdcbonds.com)  
407-712-6352

156 Tuskawilla Road | Suite 2340 | Winter Springs, FL 32708

[www.fdfcbonds.com](http://www.fdfcbonds.com)

OFFICE 407-712-6356 | FAX 407-369-4260

March 6, 2018 - Regular Meeting  
Agenda Item #22

Subject

Non-Exclusive Interlocal Agreement Relating to the Funding and Financing of Qualifying Improvements by PACE programs (Florida Green Finance Authority and Florida Resiliency and Energy District)

Briefings

None

Contact and/or Presenter Information

Jan Brewer, Director, Financial Management Department, Ext. 3726

Action Requested

Move to adopt Resolution R-18-008 authorizing PACE funding programs in unincorporated Manatee County and approving an interlocal agreement with Florida Green and Florida Resiliency.

Enabling/Regulating Authority

Florida Statute 168.03(2)(a)

Background Discussion

On June 20, 2017, the Board of County Commissioners approved the County to a) move forward with the Property Assessed Clean Energy ("PACE") Program to operate in the unincorporated areas of Manatee County and b) return to the Board with the implementing documents and Resolution for approval.

Four (4) providers have expressed interest in establishing programs in Manatee County: namely, (i) Florida PACE Funding Agency, (ii) Florida Green Finance Authority (Renew Financial Group), (iii) Green Corridor PACE (Ygrene) and (iv) Florida Resiliency and Energy District ("FRED") (Renovate America). On December 7, 2017, the Board adopted Resolution No. R-17-131 approving an interlocal agreement with Florida PACE Funding Agency, the first agreement to be recommended to the Board for approval. The other providers have the opportunity to receive approval by supplemental resolution, subject to negotiation of a legally acceptable interlocal agreement. Two such providers, Florida Green Finance Authority and Florida Resiliency and Energy District, have negotiated acceptable interlocal agreements with the County. Resolution R-18-008 approves these interlocal agreements, allowing these providers to offer PACE programs in the County. Other providers, including Ygrene, still have the opportunity to negotiate interlocal agreements with the County.

The PACE Program provides financing for property owners to make qualifying improvements to their businesses or homes. Improvements may be made in the form of energy efficiency, renewable energy, and/or wind resistance.

Property owners voluntarily opt into a non-ad valorem assessment program to finance these improvements. Repayments of the improvements are paid annually through the property tax bill. The value of the improvement and the obligation to repay the annual assessment lies within the property so if the property changes ownership the obligation stays with the property.

Florida Statute 163.08 authorizes local governments to create PACE programs and provides the overall framework within which to administer the program. Under this statute, the County may (1) establish a self-

funded and/or self-administered PACE program or (2) enter into an agreement with one or more local governments for the purpose of providing and financing qualifying improvements. In addition, the County may elect to use a third-party PACE program provider for the administration of the program. Third party providers offer multiple services such as determination of loan eligibility, loan application processing, underwriting, and contractor selection.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Copies to:

1. Register Agent, Todd Wodraska, Florida Green Finance Authority, 2501 Burns Road, Palm Beach Garden, FL 33410
2. Executive Director, William "Bill" F. Spivey, Jr., The Florida Resiliency and Energy District c/o Florida Development Finance Corporation, 156 Tuskawilla Road, Suite 2340, Winter Springs, FL 32708
3. Jan Brewer ([jan.brewer@mymanatee.org](mailto:jan.brewer@mymanatee.org)), Director, Financial Management Department
4. Dennis W. Wallace ([dennis.wallace@mymanatee.org](mailto:dennis.wallace@mymanatee.org)), Contract Manager, Financial Management Department, Procurement Division

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [ILA for PACE Program -- Florida Green \(final\).pdf](#)

Attachment: [ILA for PACE Program -- Florida Resiliency \(final\).pdf](#)

Attachment: [Resolution R-18-008 Amending PACE Program FINAL.pdf](#)