

RESOLUTION No. 16-170

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, CREATING AN OPEN-MARKET MODEL PROPERTY ASSESSED CLEAN ENERGY PROGRAM; JOINING THE CLEAN ENERGY GREEN CORRIDOR PROGRAM AND THE FLORIDA GREEN FINANCE AUTHORITY PROGRAM, IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING NONEXCLUSIVE MEMBERSHIP AGREEMENTS PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO BOTH PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.)(the “Bill”), which allows local governments to create Property Assessed Clean Energy (“PACE”) programs in order to provide an alternative mechanism for the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (collectively, “Qualifying Improvements”); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, the Bill authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the Mayor and City Council desires to establish an open-market model PACE program and to join the Clean Energy Green Corridor PACE District and the Florida Green

Finance Authority Program in order to provide the upfront financing to property owners for Qualifying Improvements and to enter into an interlocal agreement with the Districts for the purpose of financing such improvements; and

WHEREAS, the Mayor finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Creation of PACE Program. Pursuant to Section 163.08, Florida Statutes, an open-market model PACE Program is hereby created in the City of Doral, for the purpose of providing upfront financing to property owners for Qualifying Improvements. It is understood that the Program in the City is meant to be nonexclusive, fostering as much competition as possible for the benefit of the residents, businesses and property owners of the community.

Section 3. Adoption of Membership Agreements. Pursuant to Section 163.01, Florida Statutes, the membership agreement between the City and the Green Corridor Clean Energy Property Assessed District, in substantially the form attached hereto as Exhibit "A", relating to the Clean Energy Green Corridor, and the membership agreement between the City and the Florida Green Finance Authority, in substantially the form attached hereto as Exhibit "B", relating to the Florida Green Finance Authority Program, are hereby approved. Both agreements are incorporated herein and made a part hereof by this reference.

Section 3. Authorization. The City Manager is hereby authorized to execute Membership Agreements on behalf of the City, subject to approval as to form and legal sufficiency by the City Attorney, and to take the corresponding action to enroll and establish the City's participation in the Clean Energy Green Corridor Program and Florida Green Energy Works Program.

Section 4. Implementation. The City Manager, the City Clerk, and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 23 day of August, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE, & BIERMANN, PL
CITY ATTORNEY

MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND THE CITY OF DORAL

This Agreement (the Agreement”) is entered into this ___day of _____, 2016 by and between the Green Corridor Property Assessment Clean Energy District, a public body corporate and politic (the “PACE District”) created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the City of Doral, a political subdivision of the State of Florida (the “City”) (collectively, the “Parties”) for the purpose of providing a Property Assessed Clean Energy (“PACE”) program within the City of Doral

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

1. Purpose. The purpose of this Agreement is to facilitate the financing of qualifying improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, for property owners within the City, including for residential, commercial, and industrial properties,.
2. Qualifying Improvements. The PACE Program may provide “Qualifying Improvements” to real property within the City, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, Miami-Dade County and City law.
3. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning the City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.
4. PACE program guidelines and other materials. All PACE materials for use within Unincorporated Miami-Dade County, or otherwise related to this Agreement, including but not limited to program guidelines, rules, consumer agreements, consumer financing agreements, and promotional materials, shall be fully consistent with the Code of Miami-Dade County, Miami-Dade County resolutions and Miami-Dade County implementing orders, all of which may be amended from time to time, and with this Agreement and applicable federal and state laws. The PACE District acknowledges and agrees that PACE materials for use within Unincorporated Miami-Dade County, or otherwise related to this Agreement, shall be modified accordingly and reviewed on a continuing basis for consistency with applicable County, state and federal laws. It shall be the obligation of the PACE district to establish and maintain such consistency.
- 5.
6. Financing Agreement. Before extending any financing or subjecting any participating real property within the County to the non-ad valorem special assessment authorized therein, the PACE District shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a Financing Agreement with property owner(s) within unincorporated Miami-Dade County who qualify for financing through the PACE Program. This Financing Agreement shall include a thorough explanation of the PACE

financing process and specify at what point in the process the special assessment will be added to the property's owner's property taxes (after completion of the project(s), permit approval, and approval by the property owner).

7. Assessment by PACE District; County Collection Ministerial. The Parties acknowledge and agree that the non-ad valorem assessments arising from a property owner's voluntary participation in the PACE Program are imposed by the PACE District and not by the County. Additionally, the Parties agree that the County's collection and distribution of any non-ad valorem assessments imposed by the PACE District are purely ministerial acts.
8. Agreements with Tax Collector and Property Appraiser. The PACE District acknowledges that the PACE District will be required to enter into separate agreement(s) with the County's Tax Collector and/or the County's Property Appraiser, which shall establish Jurisdiction Cost Recovery Reimbursements (if any) to be charged by the Tax Collector and Property Appraiser for the collection and/or handling of the Program's non-ad valorem assessments.
9. Boundaries of the Program. For purposes of the PACE Program authorized by this Agreement, the boundaries of the PACE District shall include the legal boundaries of Unincorporated Miami-Dade County, which boundaries may be limited, expanded, or more specifically designated from time to time by the County by providing written notice to the PACE District.
10. Properties. Within the unincorporated area of Miami-Dade County, residential, commercial, and industrial properties may be eligible.
11. Local program guidelines. The Parties agree that the County may in the future implement its own local program guidelines or affirmatively modify the program guidelines to be utilized in Unincorporated Miami-Dade County. If the County decides to exercise these rights, it shall give sixty (60) day's written notice to the PACE District. Any such local program guidelines can be amended and changed only by the authorized designee of the County. The County may adopt more restrictive guidelines than those of the PACE District, but the County's local program guidelines shall remain consistent with the PACE District's guidelines. Notwithstanding anything stated herein to the contrary, the PACE materials, including the PACE District's program guidelines, shall be fully consistent with applicable County, state and federal laws.
12. Prepayment penalties. To the extent that the PACE District may charge or impose prepayment penalties, the PACE District may not allow or charge any prepayment penalties except in the case when an assessment is paid off in full within five (5) years after the effective date of Financial Agreements with the property owner. Where the PACE District may charge or impose prepayment penalties, the PACE District shall offer and inform property owners of the PACE District's hardship exception, which consists of -----[*PACE DISTRICT shall insert their hardship provision language here.*] Any such prepayment penalties, as well as information about the hardship exception, shall be clearly disclosed within all property owner Financing Agreements and in all PACE materials, including but not

limited to program guidelines, program rules, consumer agreements, and consumer informational documents.

13. Disclosures. The PACE materials, including but not limited to the Financing Agreement with the property owner, consumer agreement, and program guidelines, shall clearly disclose, in plain language, the interest rate to be charged, including points, as well as any and all fees or penalties that may be separately charged to the property owner, including pre-payment penalties, potential late fees, and potential increases in the applicable interest rate. To the extent that additional fees are not specifically disclosed in a written agreement with the property owner, the subsequent charging or collecting of any such additional fees by the PACE District or its agents, administrators, or subcontractors shall be prohibited. The PACE District shall place the following sentence or similar language (without the County's logo) on all customer communications and agreements:

While Miami-Dade County's authorization was essential to bringing PACE benefits to property owners in Unincorporated Miami-Dade County, please be aware that Miami-Dade County government is not operating or administering the PACE program in any way. All contractual PACE agreements are between property owners and the Green Corridor, a non-County entity. All concerns about this PACE Program should therefore be addressed to: [PACE District to fill in appropriate contact / remedy information].

14. Consumer assistance. In order to assist those persons who may have difficulty reading or understanding the PACE materials, such as the Financing Agreement, program guidelines and other consumer agreements, the PACE provider shall provide optional one-on-one in-person assistance regarding the PACE District Program, program terms, program process, program documents, and all other pertinent information. Information regarding this option for personal assistance shall be printed in English, Spanish, and Haitian Creole on PACE promotional materials.
15. Disclosures related to lenders. While the PACE District will provide required forms for lender notification, the PACE District shall make clear that the ultimate responsibility for addressing issues with existing lenders remains with property owners. A statement to this effect should be placed in the PACE materials, including all agreements with the property owner. In addition, the PACE materials, including all agreements with the property owners, shall include a statement that strongly urges the property owner to increase monthly escrow immediately after financing is released.
16. Administrative Fees. The County may impose administrative fees to cover the County's administrative costs related to this Agreement. Such administrative fees may be established by the Miami-Dade County Board of County Commissioners by separate action, and may be charged to the PACE District.
17. Responsibilities of the PACE District. The PACE District shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the PACE District's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to

the special assessments, the financing agreements, the qualifying improvements, or any other aspect of the Program. Nothing stated herein shall infringe or restrict Miami-Dade County's rights pursuant to this Agreement, including but not limited to the County's right to audit.

18. Survival of Assessments. During the term of this Agreement, the PACE District may, on a non-exclusive basis, levy voluntary non-ad valorem special assessments on participating properties within the boundaries of Unincorporated Miami-Dade 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 Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in boundaries by County as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of the PACE District, until such time that all outstanding debt has been satisfied.

19. Audits. The PACE District agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Audit and Management Services Department of Miami-Dade County, the Office of the Commission Auditor, the Miami-Dade County Office of the Inspector General, or any agent of the County. The PACE District shall retain sufficient books and records demonstrating compliance with this Agreement and State and County requirements, for a period of seven years from the date of each special assessment, and shall allow County representatives access to such books and records upon request.

The County and/or its authorized representatives shall have the right to audit, examine, and make copies of or extracts from the records of the PACE District or its employees, agents, assigns, successors, administrators, and subcontractors such records as deemed necessary to assess compliance with this Agreements, as well as applicable State law and County Code.

The PACE District shall, at any time requested by the County, whether during or after completion of this Agreement and for a period of seven years after the completion of this Agreement, at the PACE District's own expense, make such records available for inspection and audit. Such records shall be made available at the County during normal business hours at the PACE District's office or place of business and subject to 14 days written notice.

Further, the PACE District shall ensure the County has these rights with its employees, agents, assigns, successors, administrators, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the PACE District and any administrators and subcontractors to the extent that those subcontracts or agreements relate to this Agreement or operations in Unincorporated Miami-Dade County.

20. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90)

days prior written notice (“Termination Notice”). Beginning on the date the PACE District receives a Termination Notice from the County (“Termination Date”), the PACE District shall not approve any new applications affecting property within the legal boundaries of the Unincorporated Miami-Dade 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 Program, shall continue to be a part of the PACE District, for the sole purpose of paying their outstanding debt, until such time that all outstanding debt has been satisfied.

21. Termination for cause. In the event that Miami-Dade County determines that the PACE District has violated any of the terms of this Agreement, the County shall have the right to terminate this Agreement for cause via written notice to the PACE District.
22. Consent. This Agreement, together with the resolution by the Miami-Dade County Board of County Commissioners approving this Agreement, shall be considered the Parties' consent to authorize the PACE District within Unincorporated Miami-Dade County, as required by Section 163.08, Florida Statutes.
23. County Coordinator. The Office of Resilience within the County's Department of Regulatory and Economic Resources shall serve as the County's primary point of contact and coordinator. The County will advise the PACE District of any changes to the County's primary contact and coordinator within 30 days of such changes.
24. Carbon or Similar Credits. In the event that the Financing Agreement or any other PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the PACE District, any such carbon or similar mitigation credits derived from Unincorporated Miami-Dade County, shall be shared in equal parts between the PACE District and Miami-Dade County.
25. Contingency Plans. In the event that Florida's PACE statute is struck down by a court or if the PACE assessments are determined by a court to not be special assessments, the PACE District agrees and acknowledges that Miami-Dade County may not be able to place the PACE assessments on the tax rolls or collect PACE assessments, and that such a determination shall be made in the sole discretion of Miami-Dade County. The PACE District agrees and acknowledges that it may be advisable for the PACE District to have contingency plans in place.
26. Bonds. The PACE District is not authorized to issue bonds, or any other form of debt, on behalf of Miami-Dade County. To the extent that the PACE District issues bonds under its own authority in connection with this Agreement, the pledge will be based on the PACE assessments, and the County shall not be obligated in any way. For any such bonds the bond disclosure document, if any, shall include references to the fact that Miami-Dade County is not an obligated party, and also that PACE programs are new and relatively untested and that there may be certain attendant risks.
27. Opinion of Bond Counsel. Prior to the effective date of this Agreement, the PACE District shall deliver to the County an “Opinion of Bond Counsel,” stating that, based on counsel's

review of the bond validation judgment and the underlying bond documents the Program's structure complies with the bond validation judgment and the underlying bond documents. The PACE District acknowledges that the County is relying on the Opinion of Bond Counsel in its decision to execute this Agreement.

28. Resale or Refinancing of a Property. The PACE District recognizes that some lenders may require full repayment of the Program's non-ad valorem assessments upon resale or refinancing of a property. The PACE District agrees to provide written disclosure of this matter in all PACE materials, including, but not limited to, the Financing Agreement with the property owner, consumer agreement, program guidelines, and promotional materials.
29. Agents of PACE District. The PACE District shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable County, state and federal laws.
30. Reporting. The PACE District shall provide quarterly reports to the County to include at a minimum: a) dates of reporting period; b) a list of PACE projects started and/or completed during reporting period (i.e. quarterly), separated by building type (e.g., office, retail, multifamily, agricultural, single family) and by sector type (commercial, industrial, or residential); c) for each PACE project identified, specify: (1) the qualifying improvements made to the property; (2) the energy baseline of each PACE project and the projected energy savings and/or the amount of potential renewable energy to be generated by the PACE project and number of audits performed detailing type of project, sector type and audit results; (3) start date and completion date for each PACE project; (4) financial information about each PACE project such as cost per kWh generated/saved; and (5) any other resource saving, such as water; d) number of applications declined during the reporting period and why each was declined; e) jobs created for the reporting period, including local versus non-local jobs and permanent versus temporary jobs; f) description of the standardized third-party methodologies and supporting assumptions used to verify data, and any changes in the methodologies and assumptions from the previous reporting period. If the PACE District does not currently have the ability to provide reports that contain this minimum reporting information as listed above, it should modify its data collection and maintenance procedures and systems within one year in order to comply with this fundamental component of the Agreement. Proposed format for data reporting shall be submitted to the County four months in advance of the first reporting period, so that the County can determine whether all reporting requirements have been included. The County shall provide written modifications to the submitted proposed reporting format within three months in advance of the first reporting period.
31. Reporting Standards. It is the responsibility of the PACE District to develop reports consistent with each of the categories listed above and to test and verify the data collection and reporting methods and models used. The PACE District shall describe the methodologies and supporting assumptions and/or sources, and any changes from the previous reporting period, within each quarterly report to the County. All reports shall exclude any sensitive customer information.

32. Amended and Restated Interlocal Agreement. The Parties agree that the County shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the “Interlocal Agreement”). In the event of any conflict between the Interlocal Agreement and this Agreement, this Agreement shall control the rights and obligations of the Parties.
33. Voting Rights. The Parties agree that the County shall be a non-voting member of the Green Corridor for the term of this Agreement.
34. 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 PACE District:

[PACE District to fill in]

If to County:

County Coordinator, Miami-Dade Office of Resilience
111 NW 1st Street, 12th floor
Miami, Florida 33128

35. Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the County and the PACE District or other delegated authority authorized to execute same on their behalf.
36. 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.
37. 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.
38. 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.

39. Third Party Beneficiaries. Neither the County nor the PACE 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.
40. 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.
41. 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.
42. Administrator Indemnification. Any and all administrators of the PACE District shall be required to execute a separate indemnification agreement with the County. The PACE District acknowledges and agrees that as of the execution of this Agreement, Ygrene is the only administrator for the PACE District, and that Ygrene has executed the separate indemnification agreement with Miami-Dade County for the benefit of the County. If the PACE District changes its administrator, the PACE District shall ensure that any and all administrators also provide the County with a separate indemnification agreement, on a form to be approved by the County Attorney's Office, within 10 business days of assuming administrative responsibilities for the PACE District.
43. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.
44. Law, Jurisdiction, Venue, Waiver of Jury Trial. 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 state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PACE DISTRICT AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MEMEBERSHIP AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this ____ day of _____, 2016.

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor or Designee Date

For the Board of County Commissioners
Miami-Dade County, Florida

Stephen P. Clark Center
111 N.W. 1st. Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY DISTRICT

By: _____
District Secretary

By: _____
District Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Weiss Serota Helfman Cole
and Bierman, P.L., District Attorney

**Party Membership Agreement
To The Florida Green Finance Authority**

WHEREAS, Section 163.01, F.S., the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Doral desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Doral.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority’s jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Doral.
2. The Florida Green Finance Authority, together with its member Parties, and the City of Doral, with the intent to be bound thereto, hereby agree that the City of Doral shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.
3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Doral, as the same may be more specifically designated by the City of Doral or amended from time to time.
4. The City of Doral designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Doral:

Attn: City Manager, City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

With a copy to:

City Attorney, City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

5. This Party Membership Agreement shall be filed by the Authority with the Clerk of the Court in the Public Records of Miami-Dade County and recorded in the public records of the City of Doral as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

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

ATTEST:

CITY OF DORAL, through its
CITY COUNCIL

City Clerk
Clerk of the City Council of
the City of Doral, Florida

By: _____
Chair

_____ day of _____, 20__.

Approved as to form by:

City of Doral City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

By: _____
NAME (Date)
City Attorney