

MEMORANDUM

Agenda Item No. 14(A)(11)

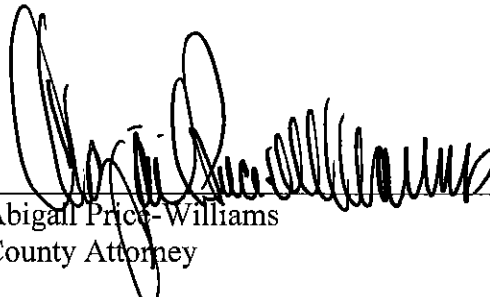
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving Agreement between Miami-Dade County and Green Corridor Property Assessment Clean Energy District for Property Assessed Clean Energy (PACE) within the unincorporated area; approving Indemnification Agreement between Miami-Dade County and Ygrene Energy Fund Florida LLC for the benefit of Miami-Dade County; and authorizing the County Mayor to execute these agreements, execute Indemnification Agreements with future administrators of Green Corridor Property Assessment Clean Energy District for the benefit of Miami-Dade County, and exercise certain provisions in the agreements

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



Abigail Price-Williams
County Attorney

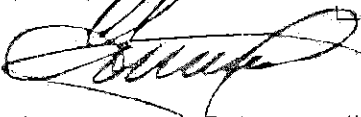
APW/lmp

Memorandum



Date: July 19, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving Agreements Between the Green Corridor Property Assessment Clean Energy District, Ygrene Energy Fund Florida, LLC, and Miami-Dade County for a Property Assessed Clean Energy Program

Recommendation

Pursuant to Resolution No. R-324-16, the Board directed the Administration to develop and negotiate turnkey agreements with qualifying Property Assessment Clean Energy (PACE) Districts that had been created pursuant to Section 163.01(7), Florida Statutes. Furthermore, it was the Board's intent to enter into agreements with multiple PACE Districts to foster competition and create more choices for property owners. The Board outlined additional requirements as part Resolution No. R-324-16, for each PACE District that is authorized to operate within Miami-Dade County.

It is recommended that the Board of County Commissioners (Board) approve the Agreements with Green Corridor Property Assessment Clean Energy District (Green Corridor) and its administrator, Ygrene Energy Fund Florida, LLC (Ygrene), for a PACE program, and further authorize the County Mayor or County Mayor's designee to execute the Agreements. The Agreements with Green Corridor and Ygrene are attached to the resolution as Exhibit A and Exhibit B, respectively.

Scope

The Green Corridor will be authorized to operate a PACE program within all of unincorporated Miami-Dade County.

Fiscal Impact/Funding Source

There is no anticipated fiscal impact to the County with the approval of these Agreements. The Agreements with Green Corridor and Ygrene include terms that will allow the County Mayor or County Mayor's designee to exercise the provisions in the above-mentioned agreements related to audits, enforcement, indemnification, collecting and receiving data and information, termination, and any and all duties of the Property Appraiser or Tax Collector. Per the Agreement with Green Corridor, such costs can be offset by administrative fees that could be established and approved by the Board through separate action, as necessary.

Track Record/Monitor

These Agreements will be monitored by Patricia Gomez in the Office of Resilience within the Department of Regulatory and Economic Resources.

Background

The purpose of a PACE District is to facilitate the financing of qualifying improvements for residential, commercial, and industrial property owners in accordance with Section 163.08 of the Florida Statutes. The attached Agreements between Miami-Dade County and Green Corridor, along with its administrator, Ygrene, are the first agreements presented to this Board pursuant to Resolution No. R-324-16.

Resolution No. R-324-16 directed that agreements with each PACE District include terms that require the PACE District to acknowledge the role of the County in bringing PACE benefits to property owners, but also makes clear that PACE contractual agreements with property owners are not directly entered into with the County, and that the County is not responsible for operating or administering the PACE District's program in any way. This requirement has been incorporated into the attached Agreement with Green Corridor. In addition to including this language on all customer communications and agreements, Green Corridor and Ygrene are also required to provide contact information for participants who have concerns or questions.

Additionally, the Agreement with Green Corridor authorizes the County to impose administrative fees to recoup the County's administrative expenses associated with implementing the PACE District. No such fees are imposed in the Agreement and would require future Board action for implementation. The County will incorporate this term in all agreements with future PACE Districts operating in unincorporated Miami-Dade County.

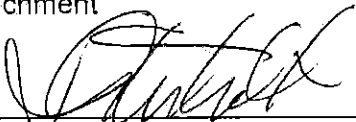
Lastly, Ygrene, as the administrator of the Green Corridor, has agreed to indemnify the County pursuant to the Agreement between the County and Ygrene.

Miami-Dade County's Agreement with Green Corridor makes reference to an original interlocal agreement between the Green Corridor and Ygrene. For the Board's reference, this interlocal is provided as Exhibit C.

Pursuant to Resolution No. R-324-16, the experience and expertise of Green Corridor, including the experience and expertise of its administrator and direct affiliates, was considered. Green Corridor has been operating in Miami-Dade County for the past three (3) years in up to 21 municipalities within Miami-Dade County. Green Corridor has a local office with trained bi-lingual employees, and has also trained local contractors and educated Miami-Dade residents on energy efficiency and PACE financing. Ygrene, the Green Corridor's administrator, operates in 195 municipalities and unincorporated areas in California. Ygrene also operates in three (3) counties and 44 municipalities in Florida.

Additional PACE agreements will be presented to this Board for consideration once they have been fully negotiated and finalized. In the future, should other entities or PACE Districts meet the necessary State and Board criteria, those additional PACE agreements will also be crafted and presented to the Board for consideration.

Attachment



Jack Osterholt
Deputy Mayor

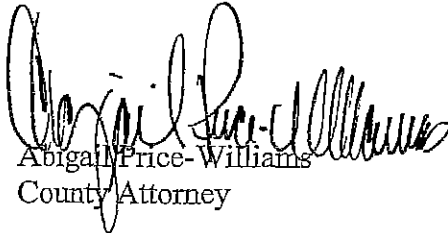


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(11)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(11)
7-19-16

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY DISTRICT FOR PROPERTY ASSESSED CLEAN ENERGY (PACE) WITHIN THE UNINCORPORATED AREA; APPROVING INDEMNIFICATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND YGRENE ENERGY FUND FLORIDA LLC FOR THE BENEFIT OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THESE AGREEMENTS, EXECUTE INDEMNIFICATION AGREEMENTS WITH FUTURE ADMINISTRATORS OF GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY DISTRICT FOR THE BENEFIT OF MIAMI-DADE COUNTY, AND EXERCISE CERTAIN PROVISIONS IN THE AGREEMENTS

WHEREAS, in Resolution No. R-324-16, this Board directed the County Mayor or County Mayor's designee to develop, negotiate and present agreements between Miami-Dade County and Property Assessed Clean Energy ("PACE") providers to this Board for approval; and

WHEREAS, the attached agreements between Miami-Dade County and the Green Corridor Property Assessment Clean Energy District ("Green Corridor") and between Miami-Dade County and Ygrene Energy Fund Florida LLC ("Ygrene"), as the administrator for Green Corridor, have been recommended for approval by the County Mayor or County Mayor's designee as stated in the Mayor's memorandum, which is incorporated by reference to this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

1. This Board hereby approves the agreement between Miami-Dade County and Green Corridor (Exhibit A), the agreement between Miami-Dade County and Ygrene, as the

administrator of Green Corridor (Exhibit B), and the original Interlocal Agreement for Green Corridor (Exhibit C), and this Board authorizes the County Mayor or County Mayor's designee to execute the above-mentioned agreements, in substantially the form attached.

2. This Board authorizes the County Mayor or County Mayor's designee to execute agreements with future administrators of Green Corridor, in a form approved by the County Attorney's Office, to provide that such future administrator of Green Corridor shall indemnify and hold harmless Miami-Dade County.
3. This Board authorizes the County Mayor or County Mayor's designee to exercise the provisions in the above-mentioned agreements related to audits, enforcement, indemnification, collecting and receiving data and information, notices, termination, and any and all duties of the Property Appraiser or Tax Collector.

The foregoing resolution was offered by Commissioner _____,

who moved its adoption. The motion was seconded by Commissioner _____

and upon being put to a vote, the vote was as follows:

| | |
|-------------------------------------|----------------------|
| Jean Monestime, Chairman | |
| Esteban L. Bovo, Jr., Vice Chairman | |
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Abbie Schwaderer-Raurell

MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND MIAMI-DADE COUNTY

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" or "Green Corridor") created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and Miami-Dade County, a political subdivision of the State of Florida (the "County") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within Unincorporated Miami-Dade County.

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 County property owners within Unincorporated Miami-Dade County, including for residential, commercial, and industrial properties.
2. **Qualifying Improvements.** The PACE District may provide "Qualifying Improvements" to real property within Unincorporated Miami-Dade County, in accordance with Section 163.08, Florida Statutes, 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 Article CXXXVIII of the Code of Miami-Dade County, as it may be amended from time to time.
3. **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 District. 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).
4. **Assessment by PACE District.** 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.
5. **Agreements with Tax Collector and Property Appraiser.** This Agreement shall be subject to the express condition precedent that the PACE District enter into separate agreement(s) with the County, on behalf of the Tax Collector, and the County's Property Appraiser, which shall provide for the assessment and collection of any non-ad valorem assessments imposed by the PACE District and establish Jurisdiction Cost Recovery Reimbursements (if any) to be charged for the collection and/or handling of those non-ad valorem assessments. 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 PACE District are purely ministerial acts.

6. Non-Exclusive. The Program is non-exclusive, meaning the County specifically reserves the right to authorize other entities to provide a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.
7. 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.
8. Properties. Within the unincorporated area of Miami-Dade County, residential, commercial, and industrial properties may be eligible.
9. 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.
10. 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.
11. 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, for instances where a property owner becomes disabled or diseased. 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.

12. 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 prepayment 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].

13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.

31. 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.

32. Voting Rights. The Parties agree that the County shall be a non-voting member of the Green Corridor for the term of this Agreement.

33. 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:

Paul Winkeljohn
District Manager
5385 N. Nobhill Road
Sunrise, Florida 33351

If to County:

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

34. 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.

35. 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.

36. 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.

37. 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.
38. 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.
39. 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.
40. 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.
41. 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 Energy Fund Florida LLC ("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.
42. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.
43. 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 state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, the United States District Court for the Southern District of Florida or United States Bankruptcy Court for the Southern District of Florida, as appropriate.
44. Sovereign Immunity. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

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

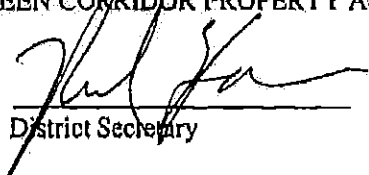
For the Board of County Commissioners
Miami-Dade County, Florida

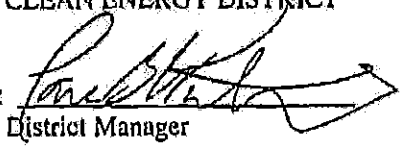
Stephen P. Clark Center
111 N.W. 1st. Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

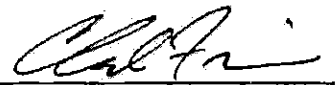
By: _____
Deputy Clerk Date

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

**AGREEMENT BETWEEN YGRENE ENERGY FUND FLORIDA LLC,
ADMINISTRATOR FOR THE GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY DISTRICT, AND MIAMI-DADE COUNTY**

This Agreement (the "Agreement") is entered into this ___ day of ____, 2016 by and between Ygrene Energy Fund Florida LLC ("Ygrene"), the administrator of the Green Corridor Property Assessment Clean Energy District, and Miami-Dade County, a political subdivision of the State of Florida (the "County") (collectively, the "Parties").

WHEREAS, Miami-Dade County and the Green Corridor Property Assessment Clean Energy District have proposed to enter into an agreement to authorize the Green Corridor Property Assessment Clean Energy District to operate within the boundaries of Unincorporated Miami-Dade County for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

WHEREAS, Ygrene is the third party administrator for the Green Corridor Property Assessment Clean Energy District, and Ygrene would be operating on behalf of the Green Corridor Property Assessment Clean Energy District within Unincorporated Miami-Dade County; and

WHEREAS, Ygrene is a Florida limited liability corporation; and

WHEREAS, Ygrene has agreed to provide Miami-Dade County with a separate indemnification agreement for the benefit of Miami-Dade County,

Miami-Dade County and Ygrene hereby enter into the following Agreement:

1. The foregoing recitals are incorporated into this Agreement and approved.
2. Ygrene shall indemnify 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 Ygrene or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. Ygrene 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 attorney's fees which may issue thereon. Ygrene expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
3. 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, the United States District Court for the Southern District of Florida or United States Bankruptcy Court for the Southern District of Florida, as appropriate.

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

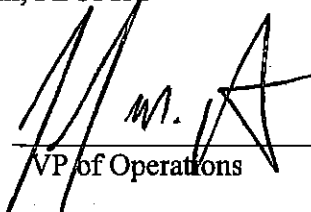
For the Board of County Commissioners
Miami-Dade County, Florida

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

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date

YGRENE ENERGY FUND FLORIDA LLC
3390 Mary Street, #124
Miami, FL 33133

By:  _____
VP of Operations Date 7/12/16

CFN 2012R0550022
 DR Bk 28217 Pgs 0312 - 3337 (22pgs)
 RECORDED 08/06/2012 12:20:13
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

AMENDED AND RESTATED¹
INTERLOCAL AGREEMENT BETWEEN THE TOWN OF
CUTLER BAY, VILLAGE OF PALMETTO BAY, VILLAGE OF
PINECREST, CITY OF SOUTH MIAMI, MIAMI SHORES VILLAGE, CITY OF CORAL
GABLES & CITY OF MIAMI

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to _____: See Attachment

With a Copy to: See Attachment

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

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

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

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

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

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

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

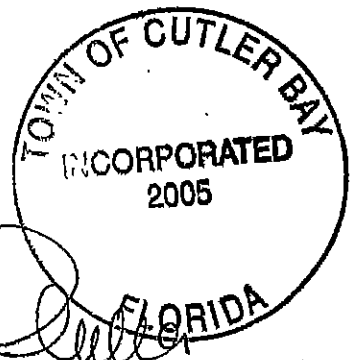
Section 25. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

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

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

[Remainder of page intentionally left blank.]

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



ATTEST:

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

BY: [Signature]
Town Clerk

BY: [Signature]
Town Manager

(Affix Town Seal)

Approved by Town Attorney
as to form and legal sufficiency

[Signature]
Town Attorney

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

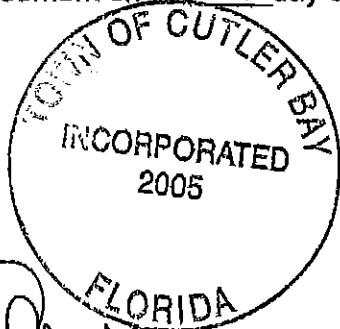
Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party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

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

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

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

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



ATTEST:

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

BY: *M. Deane*

Town Clerk

BY: *Rafael Casal*

Town Manager

(Affix Town Seal)

Approved by Town Attorney as to form and legal sufficiency

Ed Fran
Town Attorney

ATTEST:

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

BY: *G. Inguanzo*

Guido H. Inguanzo, Jr., CMC
Village Clerk

BY: *Yocelyn Gallano Gomez*

Yocelyn Gallano Gomez, ICMA-CM
Village Manager

(Affix ~~Town~~ Village Seal)

Approved by ^{Village} ~~Town~~ Attorney as to form and legal sufficiency

Agustina Alvarez
Village Attorney

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

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

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

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

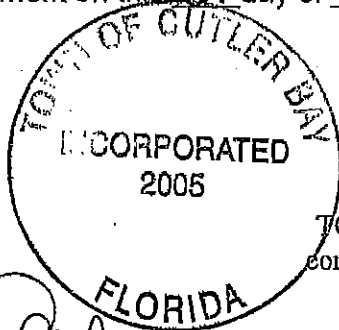
Village Manager/Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, FL 33156

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

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

e

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



ATTEST:

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

BY:



Town Clerk

BY:



Town Manager

(Affix Town Seal)


Approved by Town Attorney
as to form and legal sufficiency


Town Attorney

ATTEST:

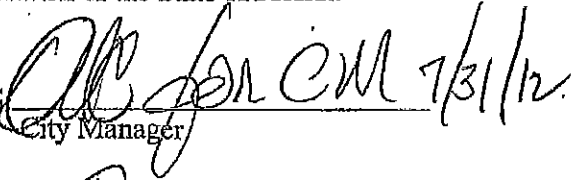
CITY OF SOUTH MIAMI, a municipal corporation of the State of Florida

BY:



City Clerk

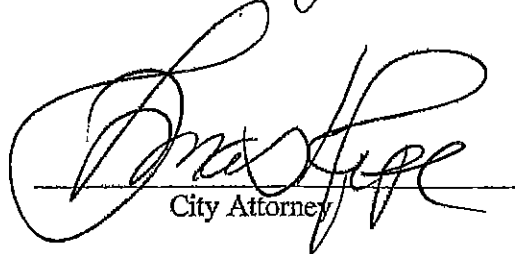
BY:

 for CM 7/31/12

City Manager

(Affix Town Seal)

Approved by City Attorney
as to form and legal sufficiency


City Attorney

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

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

If to Cutler Bay:

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

With a Copy to:

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

CITY MANAGER
CITY OF SOUTH MIAMI
6130 SUNSET DR.

SOUTH MIAMI, FL 33143

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

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

ATTEST:

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

BY: Melissa Alexandre
Village Clerk

BY: [Signature]
Village Manager

(Affix Village Seal)

Approved by Village Attorney as to form and legal sufficiency:



[Signature]
Village Attorney

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

ATTEST:

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

BY: Barbara A. Estep, MMC
Village Clerk

BY: [Signature]
Village Manager

(Affix Village Seal)



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

ATTEST:

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

BY:  8-2-12

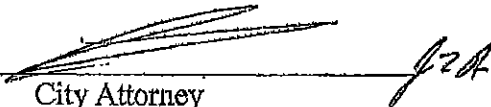
City Clerk - Priscilla A. Thompson

(Affix City Seal)

BY: 

City Manager

Approved by City Attorney
as to form and legal sufficiency


City Attorney

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

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

If to City of Miami:

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

With a Copy to:

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

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

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

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

ATTEST:

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

BY: *Shatter Joeman*
City Clerk

BY: *Patrick Adams*
City Manager

(Affix Town Seal)

Approved by City Attorney
as to form and legal sufficiency

[Signature]
City Attorney

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

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

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

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

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

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

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