

# MEMORANDUM

Agenda Item No. 14(A)(9)



**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** May 16, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving agreement between Miami-Dade County and Florida Green Finance Authority for a Property Assessed Clean Energy (PACE) program within the unincorporated area; approving indemnification agreement between Miami-Dade County and Renew Financial Group LLC for the benefit of Miami-Dade County; and authorizing the County Mayor to execute these agreements, execute indemnification agreements with future administrators of Florida Green Finance Authority 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 and Co-Sponsor Commissioner Daniella Levine Cava.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney 

APW/smm

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** May 16, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Resolution Approving Agreements between Florida Green Finance Authority, its administrator, Renew Financial Group LLC, and Miami-Dade County for a Property Assessed Clean Energy Program

## **Recommendation**

Pursuant to Resolution No. R-324-16, the Board of County Commissioners (Board) directed the Administration to develop and negotiate turnkey agreements with qualifying Property Assessed 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 in Resolution No. R-324-16 for each PACE District that is authorized to operate within Miami-Dade County.

It is recommended that the Board approve the attached Agreements with Florida Green Finance Authority, a PACE District, and its administrator, Renew Financial Group LLC, for a PACE program, and further authorize the County Mayor or County Mayor's designee to execute the Agreements. The Agreements between Miami-Dade County and Florida Green Finance Authority and Renew Financial Group LLC are attached to the resolution as Exhibit 1 and Exhibit 2, respectively. For the Board's information, Miami-Dade County's Agreement with Florida Green Finance Authority makes reference to an interlocal agreement (entitled "Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority") and is provided as Exhibit A to the Agreement.

## **Scope**

Florida Green Finance Authority 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 Florida Green Finance Authority and Renew Financial Group LLC 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 Florida Green Finance Authority, 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 Florida Green Finance Authority, along with its administrator, Renew Financial Group LLC, are the second set of 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 Florida Green Finance Authority. In addition to including this language on all customer communications and agreements, Florida Green Finance Authority and Renew Financial Group LLC are also required to provide contact information for participants who have concerns or questions.

Additionally, the Agreement with Florida Green Finance Authority 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.

Renew Financial Group LLC, as the administrator of Florida Green Finance Authority, has agreed to indemnify the County pursuant to the Agreement between the County and the Florida Green Finance Authority.

Pursuant to Resolution No. R-324-16, the experience and expertise of Florida Green Finance Authority, including the experience and expertise of its administrator and direct affiliates, was considered. Florida Green Finance Authority has been operating since June 2012 in up to four (4) municipalities within Miami-Dade County, and in 72 municipalities and 16 counties statewide. Florida Green Finance Authority has a presence in Miami-Dade County with trained bilingual employees, and has already trained local contractors and educated Miami-Dade County residents on energy efficiency and PACE financing. Renew Financial LLC, Florida Green Finance Authority's administrator, operates its RenewPACE program in four (4) municipalities within Miami-Dade County, 72 municipalities and 16 counties statewide, and 383 municipalities and 44 counties in other states.

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 Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** May 16, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(9)

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)(9)  
5-16-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA GREEN FINANCE AUTHORITY FOR A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITHIN THE UNINCORPORATED AREA; APPROVING INDEMNIFICATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND RENEW FINANCIAL GROUP 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 FLORIDA GREEN FINANCE AUTHORITY 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 Florida Green Finance Authority and between Miami-Dade County and Renew Financial Group LLC, as the administrator for Florida Green Finance Authority, have been recommended for approval by the County Mayor or County Mayor's designee as stated in the Mayor's memorandum, which is attached and incorporated by reference to this resolution,

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

**Section 1.** This Board hereby approves the agreement between Miami-Dade County and Florida Green Finance Authority (Exhibit 1) and the agreement between Miami-Dade

County and Renew Financial Group LLC, as the administrator of Florida Green Finance Authority (Exhibit 2), and this Board authorizes the County Mayor or County Mayor's designee to execute the above-mentioned agreements, in substantially the form attached.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to execute agreements with future administrators of Florida Green Finance Authority, in a form approved by the County Attorney's Office, to provide that such future administrator of Florida Green Finance Authority shall indemnify and hold harmless Miami-Dade County.

**Section 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 16<sup>th</sup> day of May, 2017. 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

# EXHIBIT 1

## LIMITED PURPOSE MEMBERSHIP AGREEMENT BETWEEN FLORIDA GREEN FINANCE AUTHORITY AND MIAMI-DADE COUNTY

**WHEREAS**, this Limited Purpose Membership Agreement (the "Agreement") is entered into this day of , 2017 by and between the Florida Green Finance Authority (the "Authority"), 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 ("Miami-Dade County" or the "County") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within Unincorporated Miami-Dade County; and

**WHEREAS**, the Town of Lantana and the Town of Mangonia Park, both of which are Florida municipalities, entered into an Interlocal Agreement, dated June 11, 2012, establishing the Florida Green Finance Authority as a means of implementing and financing a Qualifying Improvements program, known as a PACE, for energy conservation and efficiency, renewable energy, and wind-resistance improvements pursuant to Section 163.08, Florida Statutes, and to provide additional services consistent with law; and

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

**WHEREAS**, Miami-Dade County desires to be a limited purpose member or party in the Florida Green Finance Authority for the purpose of facilitating financing of qualifying improvements for properties located within the unincorporated area of Miami-Dade County, as further defined and detailed herein (the "Limited Purpose"), Miami Dade County and the Authority, hereby agree that Miami Dade County shall become a limited purpose member or party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill this Limited Purpose Membership Agreement.

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

1. The foregoing recitals are incorporated into this Agreement and approved.
2. 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 Miami-Dade County property owners within unincorporated Miami-Dade County, including for residential, commercial, and industrial properties.
3. Inclusion of Miami-Dade County in Interlocal Agreement. The Interlocal Agreement is hereby supplemented and amended by this Limited Purpose Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement to include Miami-Dade County. The existing parties recognize that the Authority and Miami-Dade County agree only to the terms and conditions of the Interlocal Agreement which are necessary to access to financing and processing of non-ad valorem assessments by the Authority, within

+ 8



Unincorporated Miami-Dade County and in accordance with federal, state, and Miami-Dade County laws, rules, regulations, ordinances, and all operational program standards of Miami-Dade County. Any inconsistencies between the Interlocal Agreement and this Agreement shall be resolved in favor of this Agreement. Miami-Dade County shall be provided seven (7) days prior notice of all meetings of the Florida Green Finance Authority Board when board business is anticipated to include discussion and/or action items pertaining to proposed amendments to the underlying Interlocal Agreement or the Third Party Administration Services Agreement attached to that Interlocal Agreement.

4. Limited Purpose Membership. The Authority, together with its member parties, and Miami-Dade County, with the intent to be bound thereto, hereby agree that Miami-Dade County shall become a limited purpose member or party of the Authority for it to perform activities only necessary to fulfill the Limited Purpose Membership Agreement, only necessary to access financing and processing of non-ad valorem assessments by the Authority, within unincorporated Miami-Dade County and in accordance with federal, state, and Miami-Dade County laws, rules, regulations, ordinances, and all operational program standards of Miami-Dade County. The Authority shall only exercise those powers and duties as specified in Sections 4, 8 and 9 of the May 9, 2016 Interlocal Agreement that are necessary to facilitate the financing of qualifying improvements for properties located within unincorporated Miami Dade County.
5. Qualifying Improvements. The Authority 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 amended from time to time, provided that all such Qualifying Improvements are also included within Section 163.08, Florida Statutes.
6. Financing Agreement. Before extending any financing or subjecting any participating real property within Miami-Dade County to the non-ad valorem special assessment authorized therein, the Authority 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 Authority. This financing agreement shall include a thorough explanation of the PACE program financing process and specify at what point in the process the special assessment will be added to the property's owner's property taxes.
7. Assessment by Authority. The Parties acknowledge and agree that the non-ad valorem assessments arising from a property owner's voluntary participation in the PACE program are imposed by the Authority and not by the County.
8. Agreements with Tax Collector and Property Appraiser. This Agreement shall be subject to the express condition precedent that the Authority 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 Authority 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 Authority are purely ministerial acts.

9. 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.
10. Boundaries of the Program. For purposes of the PACE program authorized by this Agreement, the boundaries of the Authority 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 Miami-Dade County by providing written notice to the Authority.
11. Properties. Within the unincorporated area of Miami-Dade County, residential, commercial, and industrial properties may be eligible.
12. 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 Authority 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 Miami-Dade County, state and federal laws. It shall be the obligation of the Authority to establish and maintain such consistency. Miami-Dade County will endeavor to provide the Authority with a courtesy notice of Miami-Dade County legislative changes that relate to PACE programs, however, failure by Miami-Dade County to send such courtesy notice or failure by the Authority to receive such courtesy notice shall not affect any action or proceeding and shall be of no legal consequence.
13. Local program guidelines. The Parties agree that Miami-Dade 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, which may be more restrictive than those of the Authority. If Miami-Dade County decides to exercise these rights, it shall give sixty (60) day's written notice to the Authority. Notwithstanding anything stated herein to the contrary, the PACE materials, including the Authority's program guidelines, shall be fully consistent with applicable County, state and federal laws, as amended from time to time.
14. Prepayment penalties. To the extent that the Authority may charge or impose prepayment penalties, the Authority 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 Authority may charge

or impose prepayment penalties, the Authority shall offer and inform property owners of the Authority's hardship exception, for instance where a property owner becomes disabled or deceased. 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. For commercial properties, prepayment penalties may be charged or imposed by the Authority to the extent permitted by the Code of Miami-Dade County and other applicable legal requirements.

15. 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 Authority or its agents, administrators, or subcontractors shall be prohibited. The Authority shall place the following sentence or similar language (without the County's logo) on all 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 Florida Green Finance Authority, a non-County entity. All concerns about this PACE Program should therefore be addressed to: [Authority to fill in appropriate contact / remedy information].

In addition, the PACE authority shall explain to the property owner under what circumstances the annual PACE assessment would need to be paid in one annual payment as opposed to installments, so that the property owner may understand what the required payments would be.

16. 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 Authority shall provide optional one-on-one in-person assistance regarding the PACE 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.
17. Disclosures related to lenders. While the Authority will provide required forms for lender notification, the Authority 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.

er. 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.

18. Administrative Fees. Miami-Dade County may impose administrative fees to cover the Miami-Dade 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 Authority. Miami-Dade County will endeavor to provide the Authority with a courtesy notice of Miami-Dade County action on administrative fees changes that relate to PACE programs, however, failure by Miami-Dade County to send such courtesy notice or failure by the Authority to receive such courtesy notice shall not affect any action or proceeding and shall be of no legal consequence.
19. Responsibilities of the Authority. The Authority shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Authority'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 PACE program. Nothing stated herein shall infringe or restrict Miami-Dade County's rights pursuant to this Agreement, including but not limited to Miami-Dade County's right to audit.
20. Survival of Assessments. During the term of this Agreement, the Authority may, on a non-exclusive basis, levy voluntary non-ad valorem special assessments on participating properties within the boundaries of 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 Miami-Dade County as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied.
21. Audits. The Authority 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 Miami-Dade County. The Authority 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 Miami-Dade County representatives access to such books and records upon request.

Miami-Dade County and/or its authorized representatives shall have the right to audit, examine, and make copies of or extracts from the records of the Authority or its employees, agents, assigns, successors, administrators, and subcontractors such records as

deemed necessary to assess compliance with this Agreement, as well as applicable State law and Miami-Dade County Code.

The Authority shall, at any time requested by the Miami-Dade County, whether during or after completion of this Agreement and for a period of seven years after the completion of this Agreement, at the Authority's own expense, make such records available for inspection and audit. Such records shall be made available, to the extent permissible by County, state or federal law at a designated Miami-Dade County's office during normal business hours, or at the Authority's office or place of business in Palm Beach County and subject to 14 days written notice.

Further, the Authority shall ensure Miami-Dade 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 Authority and any administrators and subcontractors to the extent that those subcontracts or agreements relate to this Agreement or operations in unincorporated Miami-Dade County.

22. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Either Party may terminate this Agreement for convenience upon ninety (90) days prior written notice ("Termination Notice"). Beginning on the date the Authority receives a Termination Notice from Miami-Dade County ("Termination Date"), the Authority 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 Authority, for the sole purpose of paying their outstanding debt, until such time that all outstanding debt has been satisfied.

In addition, if the May 9, 2016 Interlocal Agreement is terminated, this Agreement shall also terminate, and the effective date of the termination of this Agreement shall be as of the effective date of the termination of the May 9, 2016 Interlocal Agreement. This clause shall not be triggered if May 9, 2016 Interlocal Agreement is subsequently amended or modified, regardless of whether Miami-Dade County adopts or approves any such amendment or modification.

23. Termination for cause. In the event that Miami-Dade County determines that the Authority has violated any of the terms of this Agreement, Miami-Dade County shall have the right to terminate this Agreement for cause via thirty (30) days written notice to the Authority.
24. Consent. This Agreement, once effective, 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 Authority to administer the PACE program within unincorporated Miami-Dade County, as required by Section 163.08, Florida Statutes.

25. County Coordinator. The Office of Resilience within Miami-Dade County's Department of Regulatory and Economic Resources shall serve as Miami-Dade County's primary point of contact and coordinator. Miami-Dade County will advise the Authority of any changes to Miami-Dade County's primary contact and coordinator within 30 days of such changes.
26. 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 Authority, any such carbon or similar mitigation credits derived from unincorporated Miami-Dade County, shall be shared in equal parts between the Authority and Miami-Dade County.
27. Contingency Plans. In the event that Florida's PACE statute is ruled unconstitutional or otherwise struck down by a court or if the PACE assessments are determined by a court to not be special assessments, the Authority agrees and acknowledges that Miami-Dade County may not be able to place the impacted 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 Authority agrees and acknowledges that it may be advisable for the Authority to have contingency plans in place should Florida's PACE statute be ruled unconstitutional or otherwise struck down by a court or if the PACE assessments are determined by a court to not be special assessments.
28. Bonds. The Authority is not authorized to issue bonds, or any other form of debt, on behalf of Miami-Dade County. To the extent that the Authority issues bonds under its own authority in connection with this Agreement, the pledge will be based on the PACE assessments, and Miami-Dade County shall not be obligated in any way. For any such bonds, the bond disclosure document 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.
29. Opinion of Bond Counsel. Prior to the effective date of this Agreement, the Authority shall deliver to Miami-Dade 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 Authority acknowledges that Miami-Dade County is relying on the Opinion of Bond Counsel in its decision to execute this Agreement.
30. Resale or Refinancing of a Property. The Authority recognizes that some lenders may require full repayment of the PACE program's non-ad valorem assessments upon resale or refinancing of a property. The Authority 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, and program guidelines, and promotional materials.
31. Agents of Authority. The Authority shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable Miami-Dade County, state and federal laws. Miami-Dade

County will endeavor to provide the Authority with a courtesy notice of Miami-Dade County legislative changes that relate to PACE programs, however, failure by Miami-Dade County to send such courtesy notice or failure by the Authority to receive such courtesy notice shall not affect any action or proceeding and shall be of no legal consequence.

32. Reporting. To the extent not prohibited by applicable law, the Authority shall provide quarterly reports to Miami-Dade 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 in the aggregate, by category, and not on an individual basis; 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 Authority 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 Miami-Dade County four months in advance of the first reporting period, so that Miami-Dade County can determine whether all reporting requirements have been included. Miami-Dade County shall provide written modifications to the submitted proposed reporting format within three months in advance of the first reporting period. If the County wishes to change the reporting format or require the inclusion of additional data, the County shall provide the request in writing and allow the District one year, if needed, to modify its analytical and reporting process to achieve compliance. The County agrees that it seeks aggregate data, and the PACE District does not believe that such data would be personally identifiable information, as defined in federal law. If, however, a request for data by the County to the PACE District would trigger disclosure or confidentiality requirements under federal law, the PACE District agrees to promptly advise the County in writing before providing such data so that the parties may confer. The PACE District and any and all of the District's administrators are obligated to take all steps, including restructuring their application, making disclosures to their customers or requiring their affiliates to make such disclosures, in order to comply with the obligations, including data reporting obligations, in this agreement. In order to facilitate reporting to Miami-Dade County, the Authority should include the following two statements or substantially similar language in a PACE agreement with the property owner:

This PACE Program may share data pertaining to your PACE project and assessment with government entities and officials for the purposes of identifying demand for the Program, identifying environmental and economic benefits created by the Program, and reviewing matters related to Program Consumer Protection. Government entities and officials may include municipalities, counties, and the state in which your property is located. If you wish to opt out and withhold your information from government entities and officials, please contact us by email (*email address to be filled in by PACE District*) or phone: (*phone to be filled in by PACE District*-(XXX) XXX-XXXX.) Although you may opt out from sharing personal data, data from your PACE project and assessment will still be provided to government entities and officials in an aggregated format.

To allow the Program Administrator to better understand energy patterns and measure energy savings for our customers, the Property Owner authorizes electric, gas, water or other utility providers to release billing and consumption data for the Property or agrees to provide utility records to assist the Authority in tracking utility savings resulting from the Qualifying Improvements. If the Program Administrator shares any results of the analysis, the Property Owner data will only be presented in a manner that does not specifically identify the Property Owner or the Property address.

33. Reporting Standards. It is the responsibility of the Authority 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 Authority shall describe the methodologies and supporting assumptions and/or sources, and any changes from the previous reporting period, within each quarterly report to Miami-Dade County. All reports shall exclude any sensitive customer information.
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 the Authority:**

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

With a copy to:

Renew Financial Group LLC



Attention: General Counsel  
RenewPACE Florida  
1221 Broadway, 4<sup>th</sup> Floor  
Oakland, CA 94612  
notices@renewfinancial.com

**If to Miami-Dade County:**

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

35. Amendments. No modification, amendment or alteration in the terms or conditions contained herein or in the May 9, 2016 Interlocal Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by Miami-Dade County and the Authority or other delegated authority authorized to execute same on their behalf. To the extent that the May 9, 2016 Interlocal Agreement is amended in the future, said amendment shall not be effective within the unincorporated area of Miami-Dade County, or otherwise with respect to this Agreement, unless and until Miami-Dade County formally approves and executes said amendment in writing. In the event that any such amendment to the May 9, 2016 Interlocal Agreement is not effective within the unincorporated area of Miami-Dade County or otherwise with respect to this Agreement, the May 9, 2016 Interlocal Agreement, as attached hereto as Exhibit A, shall continue to apply.

In addition, the Authority shall provide Miami-Dade County with seven (7) days prior notice of all meetings of the Florida Green Finance Authority Board when board business is anticipated to include discussion or action items pertaining to proposed amendments to the May 9, 2016 Interlocal Agreement or the Third Party Administrative Services Agreement attached to that May 9, 2016 Interlocal Agreement.

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 Miami-Dade County nor the Authority intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
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. Indemnification. The Authority shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Authority or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. The Authority shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Authority shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the Authority arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Authority.
43. Administrator Indemnification. Any and all administrators of the Authority shall be required to execute a separate indemnification agreement with Miami-Dade County. The Authority acknowledges and agrees that as of the execution of this Agreement, Renew Financial Group LLC (formerly known as Renewable Funding LLC) is the only administrator for the Authority, and that Renew Financial Group LLC has executed the separate indemnification agreement with Miami-Dade County for the benefit of Miami-Dade County. If the Authority changes its administrator, the Authority shall ensure that any and all administrators also provide Miami-Dade County with a separate indemnification agreement, on a form to be approved by the Miami-Dade County Attorney's Office, within ten (10) business days of assuming administrative responsibilities for the Authority.

44. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.
45. 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.
46. 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 \_\_\_\_\_, 2017.

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

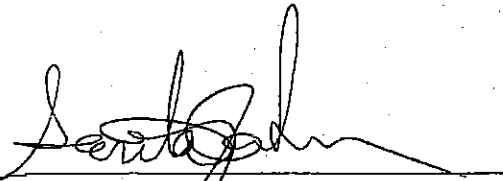
FLORIDA GREEN FINANCE AUTHORITY

c/o Special District Services, Inc.

2501 Burns Road

Palm Beach Gardens, FL 33410

By:



Date:

March 10, 2017

Name:

Sarita Johnson

Title:

Vice Chair

# Exhibit A to EXHIBIT 1

## SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FORMING THE FLORIDA GREEN FINANCE AUTHORITY

This Interlocal Agreement (the "Agreement") is entered into between the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") (together the "Originating Parties") and those additional cities and counties that have and hereafter execute a Party Membership Agreement as defined herein, (the "Additional Parties") and that altogether comprise the Florida Green Finance Authority (the "Authority").

### RECITALS

**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**, Lantana and Mangonia Park with the Additional Parties desire to enter into this Interlocal Agreement in order to establish the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy conservation and efficiency improvements, and to provide additional services consistent with law; and

**WHEREAS**, Section 163.08, F.S., provides that a local government may finance "qualifying improvements," including the type of improvements sought to be provided through this Agreement, via the levy and collection of voluntary non-ad valorem assessments on improved property; and

**WHEREAS**, Sections 170.01, and 170.201, F.S. provide for supplemental and alternative methods of making local municipal improvements, including the type of "qualifying improvements" sought to be provided by this Agreement; and

**WHEREAS**, pursuant to Sections 163.08, 170.01, and 170.201, F.S. and this Agreement, Lantana has created a "qualifying improvements" program entitled "RenewPACE"; and

**WHEREAS**, Section 163.01(7), F.S., allows for the creation of a "separate legal or administrative entity" to carry out the purposes of an interlocal agreement for the mutual benefit of the governmental units, and provide for parties to the agreement to administer the agreement; and

**WHEREAS**, pursuant to Section 163.01(4), F.S. a public agency of this state may exercise jointly with any other public agency of the state, any power, privilege or authority which such agencies share in common and which each might exercise separately, and the Parties to this Agreement have legislative authority over property within their jurisdictional boundaries; and

**WHEREAS**, Section 166.021, F.S., authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 125.01 F.S. grants

counties the power to carry on county government to the extent not inconsistent with general or special law; and

**WHEREAS**, Section 163.08, F.S., provides that property retrofitted with energy-related "qualifying improvements" receives a special benefit from reduced energy consumption, benefits from the reduced potential for wind damage and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

**WHEREAS**, Lantana and Mangonia Park together with the Additional Parties have determined that it is necessary and appropriate to establish various obligations for future cooperation between themselves and the Authority related to the financing of qualifying improvements within the Authority; and

**WHEREAS**, this Agreement shall be administered pursuant to the terms and conditions herein; and

**WHEREAS**, Lantana, Mangonia Park and the Additional Parties have determined that it shall serve the public interest to enter into this 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 Authority.

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

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

**Section 2.**     Purpose. The purpose of this Agreement is to provide the most economic and efficient means of implementing a financing program for qualifying improvements on property owners' lands within the Authority's Service Area and to provide additional services consistent with state law.

**Section 3.**     Creation of the Authority. By execution of this Interlocal Agreement there is hereby created, pursuant to Section 163.01, F.S. and Section 163.08, F.S., the Florida Green Finance Authority ("the Authority"), a separate legal entity and public body with all of the powers and privileges as defined herein.

**Section 4.**     Legal Authority/Consent to Serve the Authority. The Authority shall have all the powers, privileges and authority as set forth below and as provided by Chapter 163, F.S., as necessary to accomplish the purposes set forth in this Agreement. By resolution of the governing bodies of the Originating Parties and as subsequently resolved by the Additional Parties, all powers available to the Authority under this Agreement and general law, including but not limited to, Chapters 125, 163, 166, 170, 189 and 197, F.S. may be implemented by the Authority within the jurisdictional boundaries of all Parties. The Parties do hereby consent and agree to levy and collect voluntary non-ad valorem assessments on properties, either individually or collectively through the Authority as permitted by law, as may be more specifically

designated from time-to-time within their respective jurisdictions in accordance with the purposes of this Agreement and applicable law, to be repaid to the Authority. The Parties may also delegate the power to the Authority to levy and collect voluntary non-ad valorem assessments on properties within their jurisdictions as permitted by law. The Authority shall not act, provide its services or conduct its activities within any Party's jurisdiction without the execution of this Agreement and passage of a Resolution within that jurisdiction.

**Section 5. Definitions.**

- a. **"Additional Parties"** includes all cities and counties who execute a Party Membership Agreement to become part of the Authority.
- b. **"Authority Board"** shall be the governing body of the Authority, comprised of representatives from all Parties as defined herein.
- c. **"RenewPACE Program"** is the qualifying improvements program authorized by Section 163.08, F.S., developed by the third party administrator for Lantana and other Parties who elect to participate.
- d. **"Interlocal Agreement"** or **"Agreement"** is defined as this Agreement including any amendments and supplements executed in accordance with the terms herein.
- e. **"Originating Parties"** include the Florida local governments (as defined by Section 163.08, F.S.) that are the original signatories to this Agreement. These are the Towns of Lantana and Mangonia Park.
- f. **"Participating Property Owner"** is defined as a property owner whose property is located within the Service Area of the Authority and has voluntarily acquired financing from the Authority.
- g. **"Parties"** are any Florida local government (as defined by Section 163.08, F. S.) having the power to enter into interlocal agreements and which may, subject to the provisions of this Agreement, join in the efforts and activities provided for by this Agreement pursuant to Section 163.01, F.S. Any local government joining these efforts after the initial execution of this Agreement shall be known as an "Additional Party" or simply a "Party". To become a Party to this Agreement, a local government shall execute a Party Membership Agreement to the Florida Green Finance Authority in substantially similar form as the attached Exhibit B and passage of a Resolution within that jurisdiction.
- h. **"Qualifying Improvements"** are as defined in Section 163.08, F.S. in addition to any other improvements or services not inconsistent with state law.
- i. **"Service Area"** shall mean the geographic area comprising all of the jurisdictional boundaries of the Parties, except as such jurisdictional boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by such Party or Parties, within the Florida Green Finance Authority as that area may be expanded or contracted in accordance with the provisions of this Agreement and the laws of the State of Florida.

**Section 6. Representation on the Authority Board.** The Originating Parties, and all Additional Parties upon joining the Authority through execution of this Agreement, shall be represented by a member of the Authority Board as provided in Section 10 of this Agreement.

**Section 7.**     **Authority Boundaries and Service Area.** The boundaries of the Authority shall be the legal boundaries of the local governments that are Parties to this Agreement, which boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by a Party. This is also the Authority's Service Area.

**Section 8.**     **Role of the Authority.** As contemplated in this Agreement, the Authority will uniformly facilitate and assist the Parties with any necessary actions to levy and collect voluntary non-ad valorem assessments, or other legally authorized form of collection, on the benefitted properties within the Authority's Service Area and with securing the repayment of costs of qualifying improvements for those individual properties participating in the RenewPACE Program. Upon approval by the Authority of an application by a landowner desiring to benefit their property, those properties receiving financing for Qualifying Improvements shall be assessed from time to time, in accordance with the applicable law and/or financing documents. Notwithstanding a local government's termination of participation within this Agreement, those properties that have received financing for Qualifying Improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied and the special assessments shall continue to be levied until paid in full for the applicable benefitted property.

**Section 9.**     **Powers of the Authority.** The Authority shall exercise any or all of the powers granted under Sections 163.01, and 163.08, F.S., as well as powers, privileges or authorities which each local government might exercise separately, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the Authority Service Area and to facilitate additional improvements or services consistent with law; including, but not limited to, acquiring, constructing, managing, maintaining or operating buildings, works or improvements;
- b. To make and enter into contracts in its own name;
- c. To enter into any interlocal agreement as necessary to exercise powers conferred by law;
- d. To appoint committees to assist with implementation of this Agreement;
- e. To employ agencies, employees, or consultants;
- f. To acquire, hold, lease or dispose of real or personal property;
- g. To borrow money, incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of the Originating Parties or any of the Parties to this Agreement;
- h. To levy and collect assessments, or assist in the levy and collection of assessments, either as the Authority or on behalf of a Party as permitted by law;
- i. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the Authority, the conduct of the business of the Authority, and the maintenance of records and documents of the Authority;
- j. To maintain an office at such place or places as it may designate within the Service Area of the Authority or within the boundaries of a Party;
- k. 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, F.S., and to accept funding from local and state agencies;

- l. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, F. S.;
- m. To create and adopt any and all necessary operating procedures, policies, manuals or bylaws;
- n. To maintain insurance as the Authority deems appropriate;
- o. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement; and
- p. To exercise any powers or duties necessary to address carbon or renewable energy credits, or any other similar commodity that may come into existence, for the public benefits of the program.

**Section 10. Authority Board.** The Authority shall be governed by a seven (7) member Board of Directors. Only Parties, through their governing bodies, may appoint representatives to serve as an Authority Board Director.

- a. Initial Board Composition. The Initial Board shall be comprised of one Director appointed by the governing body of each Originating Party plus five (5) additional Directors to be appointed by the governing bodies of Additional Parties that join the Authority pursuant to paragraph b.1) below. Upon expiration of their terms as set forth in subparagraph c. of this section, the Initial Board seats shall be filled in the manner set forth below in subparagraph b. of this section.
- b. Rules of Appointment. To encourage broad geographical and diverse jurisdictional representation across the State, the Authority desires Directors from local governments both large and small, including cities and counties representative of the diverse participating regions from throughout the State of Florida. To the extent that their application is practical, in terms of being able to establish a quorum of Directors to conduct Authority business and in terms of the actual breadth of the Authority's Party membership at any given time, the following rules of appointment shall apply to the selection of Directors:
  - 1) Geographic Diversity. To the extent that the Authority has party members in each such boundary area, and to the extent practical, one (1) Director shall be appointed from among the Parties located within the boundaries of each of the five (5) water management districts as defined in Chapter 373, F.S. Additionally, following the expiration of the Initial Board term limit, and to the extent practical, no more than three Directors from Parties located within the same water management district boundary should be seated to serve at the same time.
  - 2) Population Diversity. To the extent practical, the Board shall include one Director from a Party having a population of 500,000 or more residents. To the extent practical, the Board shall also include one Director from a Party having a population of less than 20,000 residents.

- 3) City and County Representation. To the extent practical, the Board shall be comprised of Directors representing at least three (3) cities and representing at least three (3) counties.
  - 4) Originating Party Directors; At Large Directors. Each Originating Party is entitled to a permanent Director seat at all times. In the event that an Originating Party does not appoint its Director, such seat shall become an "at-large" seat. The Board may include up to two (2) At Large Directors. When an at-large Director seat is established and becomes available, any Party that does not already have a representative on the Board may nominate a representative to be considered for an At Large Director seat. At Large Director seats shall each be filled by majority vote of the other five (5) Directors. When selecting an At Large Director from among the representative nominees, the Board shall consider the geographic, population, and county/municipal factors stated in the Rules of Appointment, together with the Order of Appointment set forth in paragraph b.5) as well as any other factors that they believe to be relevant in order to achieve and/or maintain diversity on the Board.
  - 5) Order of Appointment. As Additional Parties join the Authority, their governing body receives the right (but not the obligation) to appoint a Board member on a "first come-first served" basis, within the parameters of paragraphs b.1) through b.4) above. A Party who has a sitting Director may substitute that Director for another one from that local government jurisdiction any time upon notification to the Authority to serve out the remainder of a term. Each Party's right resets either after expiration of their Board Term, or after the Party is given the option of appointing a representative to the Board and chooses not to do so except for the Originating Party Directors as specified in paragraph b.4)..
  - 6) Expertise of Directors. Parties shall strive to appoint Directors with expertise in finance, administration and/or special assessments.
- c. Director Term Limits. All Board of Director terms shall be three (3) years. However, in the event that successor Directors are not appointed to serve pursuant to the parameters of paragraphs b.1) through b.4) above, then the term limited Director may serve additional terms until a successor is appointed at the end of any such additional term.
- d. Officers. The Board shall be governed by a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair shall preside at meetings of the Authority, and shall be recognized as head of the Authority for service of process, execution of contracts and other documents as approved by the Authority. The Vice Chair shall act as Chair during the absence or disability of the Chair. The Secretary, which officer role may be delegated to a member of Staff, shall keep all meeting minutes and a record of all proceedings and acts of the Board and shall be responsible for ensuring that Board meeting minutes are distributed to all Directors and Parties in

a reasonable time period after the subject meeting. The Treasurer, which officer role may be delegated to a member of Staff, shall be responsible for managing and presenting the Authority Budget. The Chair and Vice-Chair shall be elected from the current Board membership and all officer terms shall be set as one (1) year terms and shall commence on October 1<sup>st</sup> of each year. The Board shall re-organize no later than September 30 for the subsequent fiscal year.

e. Board Powers and Duties. The Authority Board shall act as the governing body of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:

- 1) To fix the time, and determine policies and orders of business for meetings, the place or places at which its meeting shall be held, and as set forth herein, to call and hold special meetings as may be necessary.
- 2) To make and pass policies, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State of Florida, or the provisions of this Agreement, as may be necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities vested in the Authority, and for carrying into effect the provisions of this Agreement.
- 3) To adopt bylaws or rules of procedure, or amend those initially adopted by the Originating Parties.
- 4) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.
- 5) To create any and all necessary offices in addition to Chair, Vice-Chair, Secretary and Treasurer; to establish the powers, duties and compensation of all employees or contractors; and to require and fix the amount of all non-ad valorem assessments and/or fees necessary to operate the RenewPACE Program.
- 6) To select and employ such employees and executive officers as the Authority Board deems necessary or desirable, and to set their compensation and duties.
- 7) To employ or hire such attorneys as it deems appropriate to provide legal advice and/or legal services to the Authority, and to employ and hire such other consultants as it deems appropriate through any procedure not inconsistent with law.
- 8) As applicable and available, nothing herein shall limit the Authority's ability to pursue actions or remedies pursuant to Chapter 120, F.S.

f. Resignation. Any Director may resign from service upon providing at least thirty (30) days written notice pursuant to Section 27 of this Agreement, to the Authority Board Secretary. Such notice shall state the date said resignation shall take effect. Additionally, any Authority Board Director who is absent for three (3) Authority Board meetings within any given year, unless excused by majority vote of the Board, may, at the discretion of the Board, be deemed to have resigned

from the Authority Board. Any Director who resigns shall be replaced in accordance with the Rules of Appointment set forth in subparagraph (b) above. Any resigning Director shall immediately turn over and deliver to the Authority Board Secretary all records, books, documents or other Authority property in their possession or under their control. If extenuating circumstances require appointment of an interim Director necessary to enable the Authority to operate, an interim Director may be appointed by majority vote of the Authority Board until such time as a permanent successor can be seated.

- g. Board Compensation; Expenses. Authority Board Directors, as representatives of the local government Parties to this Agreement, shall serve without compensation. Reasonable travel or Authority-related expenses for Authority Board Directors shall be reimbursable as permitted by Florida law.

**Section 11. Meetings of the Authority Board.**

- a. Within thirty (30) calendar days of the creation of the Authority, or sooner if feasible, the Originating Parties shall hold an organizational meeting to appoint officers and perform other duties as required under this Agreement.
- b. There shall be an Annual Meeting of the Authority. The annual statements shall be presented, and any other such matter as the Authority Board deems appropriate may be considered.
- c. The Authority Board shall have regular, noticed, quarterly meetings at such times and places as the Authority Board may designate or prescribe. In addition, special meetings may be called, from time to time, by the Authority Board Chair, or by a majority vote of the Authority Board. A minimum of 24 hours notice to the public and all Authority Board Directors shall be given for any special meetings.
- d. In the absence of specific rules of procedure adopted by the Authority Board for the conduct of its meetings, the fundamental principles of parliamentary procedure shall be relied upon for the orderly conduct of all Authority Board meetings.

**Section 12. Decisions of the Authority Board.** A quorum of the Authority Board shall be required to be present at any meeting in order for official action to be taken by the Board. A majority of all Authority Board Directors shall constitute a quorum. A quorum may be established by both in person attendance and attendance through communications media technology, as allowed by state law, and pursuant to policy adopted by the Board. It is the desire and intent of this Agreement that decisions made by the Authority Board shall be by consensus of the Board. However, if a consensus is not achievable in any particular instance, then a majority vote of the quorum of the Authority Board shall be required to adopt any measure or approve any action, unless otherwise provided herein.

**Section 13. Authority Staff and Attorney.** The Authority's administrative functions shall be carried out on a day-to-day basis by the Third-Party Administrator and its subcontractors in accordance with the Administration Services Agreement attached as Exhibit A, as it may be updated and amended from time to time noticed to all Parties to this Agreement. The Third-Party Administrator shall be delegated with all duties necessary for the conduct of the

Authority's business and be delegated with the exercise of the powers of the Authority as provided in Section 163.01 and Section 163.08, F.S. The Authority may ~~also~~ hire legal counsel to serve as its General Counsel.

**Section 14.** Authorized Official. The Authority Board Chair or its designee shall serve as the local official or designee who is authorized to enter into a financing agreement, pursuant to Section 163.08(8), F.S., with property owner(s) who obtain financing through the Authority.

**Section 15.** Additional Parties. With the express goal of expanding to offer services to all Florida local governments, the Originating Parties to this Agreement support and encourage the participation of Additional Parties as contemplated herein.

**Section 16.** Funding the Initial Program. Funding for the Authority shall initially be from grant funds or other funds acquired by the Originating Parties and/or Additional Parties. For the initial establishment of the Authority, contributions can be made to the Authority as permitted by law.

**Section 17.** Debts of the Authority are Not Obligations of any Parties. Pursuant to Section 163.01(7), F.S. the Authority may exercise all powers in connection with the authorization, issuance, and sale of bonds or other legally authorized mechanisms of finance. Any debts, liabilities, or obligations of the Authority do not constitute debts, liabilities or obligations of the Originating Parties or any Additional Party to this Agreement. Neither this Agreement nor the bonds issued to further the program shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of any other Party to this Agreement. The issuance of bonds as contemplated by this Agreement shall not directly, indirectly, or contingently obligate any Party to this Agreement to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

**Section 18.** Annual Budget.

- a. Prior to the beginning of the Authority's fiscal year, the Authority Board will adopt an annual budget. Such budget shall be prepared in the manner and within the time period required for the adoption of a tentative and final budget for state governmental agencies pursuant to general law. The Authority's annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority.
- b. The adopted Budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year.
- c. The Board may from time to time amend the Budget at any duly called regular or special meeting.

**Section 19.** Reports.

- a. **Financial reports:** The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Agreement and Chapter 218,

F.S. Both quarterly and annual financial reports of the Authority shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly and annual reports shall include a balance sheet, a statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles.

- b. **Operational reports:** The Authority Board shall cause to be made at least once every year a comprehensive report of its operations including all matters relating to fees, costs, projects financed and status of all funds and accounts.
- c. **Audits:** The Authority shall be subject to, and shall cause to be conducted: (i) an independent financial audit and (ii) an independent performance audit performed in accordance with generally accepted accounting practices and as applicable by state law.
- d. **Reports to be public records:** All reports, as well as supporting documentation such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, and other related records produced and maintained by the Authority, its employees and consultants shall be deemed public records pursuant to Chapter 119, F.S., and shall be made available for audit, review or copying by any person upon reasonable notice.

**Section 20. Bonds.** The Authority Board is authorized to provide, from time to time, for the issuance of bonds, or other legally authorized form of finance, to pay all or part of the cost of qualifying improvements in accordance with law.

**Section 21. Schedule of Rates and Fees.**

- a. Upon the creation of the Authority as set forth in this Agreement, the Authority Board shall establish a schedule of rates, fees or other charges for the purpose of making the Authority a self-sustaining district. There shall not be any obligation on the part of the Originating Parties or any Additional Parties for financing contributions. The Authority shall not be authorized to create or distribute a profit. This shall not, however, prevent the Authority from establishing reserves for unanticipated expenses or for future projects in keeping with sound, prudent and reasonable operation of the Program within industry standards or from fulfilling any other requirements imposed by bond financings, other financial obligations or law. Nor shall this prevent the Authority from incurring costs such as professional fees and other costs necessary to accomplish its purpose. The Authority Board shall fix the initial schedule of rates, fees or other charges for the use of and the services to operate the RenewPACE Program to be paid by each participating property owner consistent with Section 163.08(4), F.S.
- b. The Authority Board may revise the schedule of rates, fees or other charges from time to time; provided however, that such rates, fees or charges shall be so fixed and revised so as to provide sums, which with other funds available for such purposes, shall be sufficient at all times to pay the expenses of operating and maintaining the RenewPACE Program. This shall include any required reserves

for such purposes, the principal of and interest on bonds, or other financing method, as the same shall become due, and to provide a margin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the proceedings authorizing the issuance of any bonds or other obligations of the Authority.

- c. The rates, fees or other charges set pursuant to this section shall be just and equitable and uniform for users and, where appropriate, may be based upon the size and scope of the financial obligation undertaken by a Participating Property Owner. All such rates, fees or charges shall be applied in a non-discretionary manner with respect to the Participating Property Owner's geographical location within the Authority's Service Area. No rates, fees or charges shall be fixed or subsequently amended under the foregoing provisions until after a public hearing at which all the potential participants in the Program, and other interested persons, shall have an opportunity to be heard concerning the proposed rates, fees or other charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees or other charges shall be provided in accordance with Chapter 163 and Chapter 197, F.S.
- d. The Authority shall charge and collect such rates, fees or other charges so fixed or revised, and such rates, fees and other charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state.
- e. In the event that any assessed fees, rates or other charges for the services and financing provided by the Authority to Participating Property Owners shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected or improved thereby. Pursuant to Section 163.08(8), F.S., such lien shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation. In the event that any such fee, rate or charge shall not be paid as and when due and shall be in default for thirty (30) days or more, the unpaid balance thereof, and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed and otherwise enforced by the Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

**Section 22. Disbursements.** Disbursements made on behalf of the Authority shall be made by checks drawn on the accounts of the Authority.

**Section 23. Procurement; Program Implementation and Administration.** The Authority shall be administered and operated by a Third Party Administrator ("TPA") who shall be responsible for providing services to the Authority for the design, implementation and administration of the RenewPACE Program. The Originating Parties and all Additional Parties understand and acknowledge, and the Town of Lantana represents and warrants that, the procurement for the initial TPA was performed in accordance with its adopted procurement procedures. Pursuant to said procurement procedures, "EcoCity Partners, L3C" was hired as the TPA. The "Florida Green Energy Works Program Administration Services Agreement" between Lantana and EcoCity Partners, L3C is attached hereto as Exhibit 1 and is hereby incorporated by

reference. The initial Florida Green Energy Works Program Administration Services Agreement, as amended, was assigned by the Authority to Renewable Funding LLC on March 10, 2016..

**Section 24.** **Term.** This Interlocal Agreement shall remain in full force and effect from the date of its execution by the Originating Parties until such time as there is unanimous agreement of the Authority Board to dissolve the Authority. Notwithstanding the foregoing, dissolution of the Authority cannot occur unless and until any and all outstanding obligations are repaid; provided, however, that any Party may terminate its involvement and its participation in this Interlocal Agreement upon thirty (30) 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, this Interlocal Agreement shall continue until such time as all remaining Parties agree to dissolve the Authority and all special assessments levied upon Participating Property Owners properties have been paid in full.

**Section 25.** **Consent.** The execution of this Interlocal Agreement, as authorized by the government body of the Originating Parties and any Additional Party shall be considered the Parties' consent to the creation of the Authority as required by Sections 163.01 and 163.08, F.S.

**Section 26.** **Limits of Liability.**

- a. All of the privileges and immunities from liability and exemptions from law, ordinances and rules which apply to municipalities and counties of this state pursuant to Florida law shall equally apply to the Authority. Likewise, all of the privileges and immunities from liability; exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of counties and municipalities of this state pursuant to Florida law shall equally apply to the officers, agents or employees of the Authority.
- b. The Originating Parties and all Additional Parties to this Agreement shall each be individually and separately liable and responsible for the actions of their own officers, agents and employees in the performance of their respective obligations under this Agreement pursuant to Chapters 768 and 163, F.S. and any other applicable law. The Parties may not be held jointly or severally liable for the actions of officer or employees of the Authority or by any other action by the Authority or another member of the Authority and the Authority shall be solely liable for the actions of its officers, employees or agents to the extent of the waiver of sovereign immunity or limitation on liability provided by Chapter 768, F.S. Except as may be otherwise specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency under this Agreement, and they 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 Agreement any and all applicable insurance coverage required by Florida law for





**Section 31.** Merger, Amendments. This 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 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 in this Interlocal Agreement shall be effective unless contained in a written document that is ratified or approved by at least seventy-five (75%) of the Parties to this Interlocal Agreement, which ratification or approval shall be expressed in writing by such Party and delivered to the Authority in a form upon which the Authority can rely, and the Authority has made a finding to that effect in the manner specified in Section 12 of this Interlocal Agreement.

**Section 32.** 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 33.** 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 Florida law.

**Section 34.** Compliance with Laws. In the performance of this Agreement, the Parties hereto shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and municipal ordinances and regulations.

**Section 35.** 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 Palm Beach County, Florida.

**Section 36.** 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 to the extent possible.

**Section 37.** Effective Date and Joinder by Authority. This Interlocal Agreement shall become effective upon its execution by the Originating Parties. It is agreed that, upon the formation of the Authority, the Authority shall thereafter join this Interlocal Agreement and that the Authority shall thereafter be deemed a Party to this Interlocal Agreement.

**Section 38.** No Third Party Rights. No provision in this Agreement shall provide to any person that is not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against any Party to this Agreement.

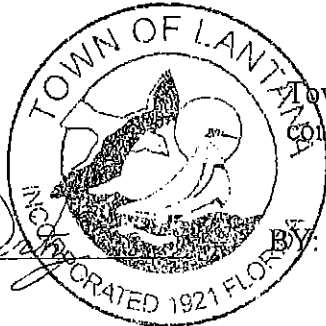
**Section 39.** Access and Audits. Palm Beach County has established the Office of Inspector General in Article VIII of the Charter of Palm Beach County, as may be amended, which is authorized and empowered to review past, present and proposed county or municipal

contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Palm Beach County, its officers, agents, employees, and lobbyists, as well as the activities of all municipalities in the county, and their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Chapter 2, Article XIII of the Palm Beach County Code of Ordinances.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Originating Parties hereto have made and executed this Interlocal Agreement on this 9<sup>th</sup> day of May, 2016.

ATTEST:



Town of Lantana, 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

ATTEST:

Town of Mangonia Park, a municipal corporation of the State of Florida

BY: [Signature]  
Town Clerk  
(Affix Town Seal)

BY: [Signature]  
Town Manager

Approved by Town Attorney  
as to form and legal sufficiency

[Signature]  
Town Attorney

## EXHIBIT 2

### AGREEMENT BETWEEN RENEW FINANCIAL GROUP LLC, AS ADMINISTRATOR OF THE FLORIDA GREEN FINANCE AUTHORITY, AND MIAMI-DADE COUNTY

This Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Renew Financial Group LLC (formerly known as Renewable Funding LLC) ("Renew Financial"), as the administrator of the Florida Green Finance Authority, and Miami-Dade County, a political subdivision of the State of Florida ("Miami-Dade County") (collectively, the "Parties").

**WHEREAS**, Miami-Dade County and the Florida Green Finance Authority have proposed to enter into a Limited Purpose Membership Agreement to authorize the Florida Green Finance Authority to operate within the boundaries of Unincorporated Miami-Dade County for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

**WHEREAS**, Renew Financial is the third party administrator for the Florida Green Finance Authority, and Renew Financial would be operating on behalf of the Florida Green Finance Authority within Unincorporated Miami-Dade County; and

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

1. The foregoing recitals are incorporated into this Agreement and approved.
2. Renew Financial shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Miami-Dade 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 the Limited Purpose Membership Agreement by Renew Financial or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. Renew Financial 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 Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Renew Financial expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade 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 conjunction 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 \_\_\_\_\_, 2017.

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

RENEW FINANCIAL GROUP LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY  
1221 Broadway, 4<sup>th</sup> Floor  
Oakland, CA 94612

By: Kirk Inglis Date 3/9/17  
Name: Kirk Inglis  
Chief Financial Officer  
Title: \_\_\_\_\_