

**INTERLOCAL AGREEMENT
BETWEEN
THE FLORIDA GREEN FINANCE AUTHORITY,
THE TOWN OF LANTANA,
AND THE TOWN OF MANGONIA PARK**

This Interlocal Agreement (the "Agreement") is entered into between the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") (together the "Originating Parties"); and 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, the Lantana and Mangonia Park 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 "Florida Green Energy Works"; 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

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WHEREAS, Section 166.021, F.S., authorizes Lantana and any other 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, the Lantana and Mangonia Park have determined that it is necessary and appropriate to establish various obligations for future cooperation between Lantana, Mangonia Park, the Authority and all other local governments that execute this Interlocal Agreement (each a “Party”) thereby becoming members of the Authority related to the financing of qualifying improvements within the Authority; and

WHEREAS, Lantana shall administer this Interlocal Agreement; and

WHEREAS, Lantana and Mangonia Park 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, all powers available to the Authority under this Agreement and general law, including but not limited to, Chapters 163, 170, 189 and 197, F.S. may be implemented by the Authority within the jurisdictional boundaries of the Originating Parties. The Originating Parties do hereby consent and agree to levy and collect voluntary non-

ad valorem assessments on properties, either individually or collectively as permitted by law, within their respective jurisdictions in accordance with the purposes of this Agreement and applicable law, to be repaid to the Authority. The Originating Parties also delegate the power to levy and collect voluntary non-ad valorem assessments on properties within their jurisdictions as may be 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.

Section 5. Definitions.

- a. **“Authority Board”** shall be the governing body of the Authority, comprised of representatives from all Parties as defined herein.
- b. **“Florida Green Energy Works 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.
- c. **“Interlocal Agreement”** or **“Agreement”** is defined as this Agreement including any amendments and supplements executed in accordance with the terms herein.
- d. **“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.
- e. **“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.
- f. **“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 a “Party”. To be a Party, a local government shall execute the Signatory Page attached as Exhibit B to this Agreement, which Signatory Page shall supplement and amend this Agreement.
- g. **“Qualifying Improvements”** are as defined in Section 163.08, F.S. in addition to any other improvements or services not inconsistent with state law.
- h. **“Service Area”** shall mean the geographic area comprising all of the areas 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 subsequent 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. 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 Originating Parties and all subsequent 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 to secure the repayment of costs of qualifying improvements for those individual properties participating in the Florida Green Energy Works 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 an Originating Party or subsequent 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 an Originating Party or a subsequent 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 which shall include one Director appointed by the governing body of each Originating Party plus five (5) additional Directors. To assure geographical representation across the State, the Authority seeks to appoint one (1) Director from the boundaries of each of the five (5) water management districts as defined in Chapter 373, F.S. Only Parties, through their governing bodies, may appoint representatives to serve as an Authority Board Director. Originating Party representatives serve an initial four (4) year term commencing upon execution of this Agreement, and subsequent terms as further set forth in subparagraphs a. and b. of this section. The remaining five (5) Directors will each be appointed by the governing body of the first Party from each requisite water management district boundary area that joins the Authority through execution of this Agreement and that desires to serve as a Director. Upon execution of this Agreement by such a Party, the term of its appointed Director shall commence for an initial term of three (3) years, and subsequent terms as further set forth in subparagraphs a. and b. of this section. Thereafter, any Party may submit one nominee to serve as an Authority Board Director for any given term.

- a. Prior to the appointment of the full Authority Board as set forth above, and for purposes of the first organizational meeting(s), the Authority Board shall be comprised of representatives appointed by the governing bodies of the two (2) Originating Parties. Actions taken in this interim period shall be by unanimous consent and shall be binding on the Authority pursuant to the adoption of resolutions which do not require an in-person meeting, but which must be ratified by a majority vote of the Authority Board Directors in the next regularly scheduled meeting. All actions enumerated in paragraph c. of this section, as well as any other actions necessary to initiate the operation of the Authority may be taken during this interim period.
- b. The Town Manager of Lantana, or designee, shall serve as the Chair of the Authority Board for the initial four (4) year term. The Mangonia Park representative shall serve as Vice Chair of the Authority Board for the initial four (4) year term. Upon the conclusion of the initial terms as set forth above, the Authority Board shall annually select directors and appoint its Chair, Vice Chair and Secretary, each of which shall then serve one (1) year terms. The appointment of Authority Board Directors and officers shall take place at the first regular Authority meeting of the year. 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 shall keep all meeting minutes and a record of all proceedings and acts of the Board. Minutes shall be distributed to all Directors and Parties in a reasonable time period after the subject meeting.

- c. 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 and rules of procedure, or amend those that may be 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 and Secretary; 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 Florida Green Energy Works 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.
- d. Any Director may resign from service upon providing 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. Any Director who resigns shall be replaced in the same manner that the resigning Director was selected. Any resigning Director shall immediately turn over and deliver to the Authority Board Secretary all records, books, documents or other property in their possession or under their control which belongs to the Authority. Directors are encouraged to provide a minimum of 30 days notice so that a successor can be properly appointed; however, any Director who must resign immediately upon extenuating circumstances shall be succeeded by an interim Director by majority vote of the Authority Board until such time as a permanent successor can be seated.
- e. Any Authority Board Director who is absent for three (3) consecutive Authority Board meetings, unless otherwise excused by the Chair, shall be deemed to have resigned from the Authority Board.
- f. Authority Board Directors shall serve without compensation for the first year after the establishment of the Authority pursuant to this Agreement. Thereafter,

Authority Board Director compensation may be set by a unanimous vote of the Directors of the Authority Board in a manner and at such amounts as is consistent with applicable law. Travel expenses for Authority Board Directors shall be reimbursed 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 elect officers and perform other duties as required under this Agreement.
- b. Prior to the beginning of each fiscal year (October 1), on a date, place and time as determined by the Authority Board, 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. 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.

- a. The Authority's administrative functions shall be carried out by Lantana and its consultants, and shall include all duties necessary for the conduct of the Authority's business and the exercise of the powers of the Authority as provided in Section 163.01 and Section 163.08, F.S.
- b. The law firm that serves as the General Counsel for Lantana shall also serve as the General Counsel to the Authority. After the Authority has been operating for four (4) years, the Authority may opt to hire different Authority staff and/or general counsel.

Section 14. Authorized Official. The Authority Board Chair 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. Subsequent Parties. Recognizing the benefit that the formation of the Authority will provide to all Florida local governments, the Originating Parties to this Agreement support and encourage the participation of subsequent 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 subsequent 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. However, any debts, liabilities, or obligations of the Authority do not constitute debts, liabilities or obligations of the Originating Parties or any subsequent Party to this Agreement.

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 budget audit and (ii) an independent financial and/or 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 subsequent 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 Florida Green Energy Works 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 Florida Green Energy Works 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 Florida Green Energy Works Program. The Originating Parties and all subsequent Parties understand and agree that the procurement for the initial TPA was performed by Lantana in accordance with its adopted procurement procedures. Pursuant to said procurement procedures, "EcoCity Partners, L3C" has been 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. By execution of this Agreement, all parties hereto agree that the initial Florida Green Energy Works Program Administration Services Agreement, as amended, will be assigned by Lantana to the Authority and shall be executed and assumed by the Authority.

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.

With a Copy to: Corbett and White, P.A.
1111 Hypoluxo Road, Suite 207
Lantana, FL 33462
Attn: Keith W. Davis, Esq.

Mangonia Park: Town Manager
Town of Mangonia Park
1755 East Tiffany Drive
Mangonia Park, Florida 33407

With a Copy to: Corbett and White, P.A.
1111 Hypoluxo Road, Suite 207
Lantana, FL 33462
Attn: Keith W. Davis, Esq.

Section 28. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, as required by Section 163.01(11), F.S.

Section 29. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, as a matter of judicial construction, be construed more severely against any one party as compared to another.

Section 30. Execution in Counterparts. This Interlocal Agreement may be executed in counterparts which shall be in original form all of which, collectively, shall comprise the entire Interlocal Agreement.

Section 31. Merger, Amendment. 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 executed with the same formality and of equal dignity herewith by all Parties to 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.

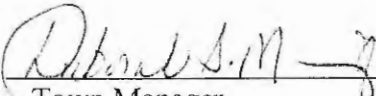
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IN WITNESS WHEREOF, the Originating Parties hereto have made and executed this Interlocal Agreement on this 11th day of June, 2012.

ATTEST:

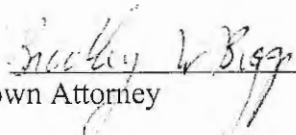
Town of Lantana, a municipal corporation of the State of Florida

BY: 
Town Clerk

BY: 
Town Manager

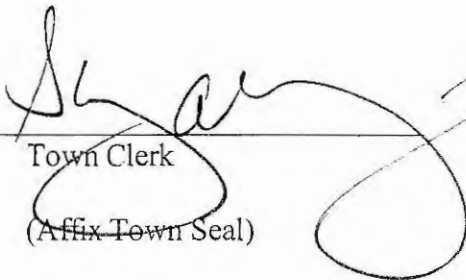
(Affix Town Seal)

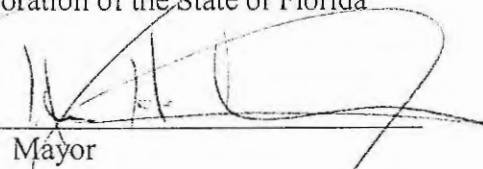
Approved by Town Attorney
as to form and legal sufficiency


Town Attorney

ATTEST:

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

BY: 
Town Clerk
(Affix Town Seal)

BY: 
Mayor

Approved by Town Attorney
as to form and legal sufficiency

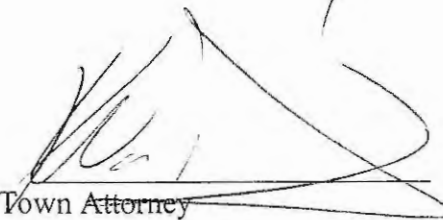

Town Attorney

Exhibit A

[Third Party Administrator Agreement]

FLORIDA GREEN ENERGY WORKS PROGRAM

ADMINISTRATION SERVICES AGREEMENT

(Addendum to Agreement for Implementation of Grant #17477)

THIS FLORIDA GREEN ENERGY WORKS PROGRAM ADMINISTRATION SERVICES AGREEMENT ("Agreement"), dated as of April 2nd, 2012, is entered into by and between the Town of Lantana, Florida ("Town"), the Florida Green Finance Authority ("Authority") and EcoCity Partners, L3C, a Vermont low-profit limited liability company ("Administrator") (Town, Authority and Administrator are referred to herein collectively as the "Parties" and singly as a "Party").

Background

A. Section 163.08, Florida Statutes (Supplemental Authority for Improvements to Real Property) (together with any amendments thereto, the "PACE Act") provides authority to provide funding and financing for certain energy-efficiency, renewable energy and wind resistant qualifying improvements and associated programs by local governments ("PACE Program").

B. The Town received a grant to implement a PACE Program within the geographic boundaries of the Town, and also to implement a certification program for businesses located in the Town to identify and recognize businesses that adopt sustainable practices (collectively, the "Program").

C. Using funds provided through Grant Agreement #17477 (formerly known as Grant Agreement #ARS053) with the Florida Office of Energy (formerly the Florida Energy and Climate Commission), the Town entered into an Agreement with Administrator on July 26, 2011 which engaged Administrator to develop and implement an efficient, effective and voluntary Program (the "Existing Agreement").

D. As required by the Existing Agreement, the Town, together with other local governments, has formed the Florida Green Finance Authority, an administrative entity formed pursuant to an interlocal agreement as authorized by Chapter 163 of the Florida Statutes ("Authority"), to serve as the vehicle for the Program within the geographic boundaries of all units of local government that become parties to the Intergovernmental Agreement among the Town and additional local governments (the "Interlocal Agreement") (hereinafter the effective date of the Interlocal Agreement shall be referred to as the "Launch Date").

E. The Existing Agreement requires Administrator to design and implement a Program that would transition into a sustainable business model persisting after ARRA grant funds were expended and that will continue to incorporate other local governments who express an interest to "opt in" after the program is formed. The proposal laid out by Administrator in response to a Request for Qualifications issued by the Town requires completion of an initial series of tasks to design and implement the Program by April 30, 2012 or otherwise in support of fulfillment of the Grant Agreement. The Existing Agreement does not, however, specify the scope of the responsibilities to be undertaken by Administrator once the design phase is completed.

F. Now that the initial design phase of the Program is nearing completion and after working together to develop specific Program parameters and to take steps to establish the Authority, Town and Administrator wish to amend the Existing Agreement in order to facilitate the transition into a sustainable business model. This amendment is intended to identify the source of revenue for operating the Program after grant funds are expended and to more fully define the scope of the services to be provided by the Administrator to the Authority for implementation and ongoing administration of the Program. This Agreement shall be appended to the Existing Agreement as an addendum thereto, and in the event of any conflict between the terms hereof and the Existing Agreement, the terms of this Agreement shall prevail.

G. The Town of Lantana wishes to assign the Existing Agreement, as amended and restated herein, to the Authority and the Authority wishes to assume the Agreement for implementation of the Program.

Agreement

1. Restatement; Assignment. This Agreement shall become effective upon execution by the Town and the Administrator. It amends, restates and replaces the Existing Agreement in its entirety. The assignment of this Agreement by the Town to the Authority, and assumption of the Agreement by the Authority from the Town, shall become effective upon execution by the Authority.

2. Term; Renewal. The term of this Agreement (the "Initial Term") shall be a period of five (5) years from the Launch Date. At the expiration of the Initial Term and any Renewal Term, the Agreement shall automatically be renewed for an additional five (5) year period(s) (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless terminated earlier as provided in Section 7.

3. Services.

(a) Scope of Services. Administrator has been engaged to design, implement and administer the Program, and Administrator shall perform the services described in Exhibit A attached hereto and made a part hereof (the "Services"). The Services shall be provided to the Authority for purposes of assisting the local governments that are parties to the Interlocal Agreement ("Members") with financing of qualifying improvements authorized by the PACE Act (hereinafter "Qualifying Improvements").

(b) Standards of Service. Work under this Agreement shall be performed only by competent personnel under the supervision of Administrator. Administrator shall commit adequate resources to develop and implement and the Program and perform the Services as required by this Agreement. The Administrator shall exercise the same degree of care, skill and diligence in the performance of the Services as that ordinarily provided by an administrator under similar circumstances. Work, equipment or materials that do not conform to the requirements of this Agreement, or to the requirements of law, may be rejected by the Authority by written notice to Administrator and in such case shall be replaced promptly by Administrator following notice and explanation of applicable requirements from the Authority, unless Administrator provides a bona fide objection to the rejection notice.

(c) Additional Service Providers. Administrator shall be permitted, in its sole discretion, to use and employ vendors, underwriters, providers, consultants, advisors or counsel in the development and administration of the Program or the provision of the Services. A current list of subcontractors is attached as Exhibit B. Administrator shall be responsible for all work performed by any other parties engaged by Administrator related to the Services.

(d) Compliance with Laws; Binding Agreement. The Administrator hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws applicable to and necessary to perform the Services as an independent contractor. Administrator represents that it is authorized to do business in the State of Florida. The execution, delivery and performance of this Agreement by Administrator has been duly authorized, and this Agreement is binding on Administrator and enforceable against Administrator in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

(e) No Exclusive Engagement; Conflicts of Interest. Nothing in this Agreement shall prevent Administrator from performing similar Services in other jurisdictions, either within or outside the State of Florida. So long as Administrator fulfills its obligations to provide the Services, Administrator, its sub consultants or any other provider, vendor, consultant, underwriter, or third party used or employed by Administrator, is permitted, individually or collectively, to advance without conflict any other PACE Program, or assist any other PACE Program sponsor, and that there is and shall be no objection by the Authority to such actions. The Administrator agrees that neither it nor its sub consultants shall represent any persons or entities in any action before the Authority, or before any Member of the Authority concerning implementation of the Program.

(f) Independent Administrator. Administrator and any agent or employee of Administrator shall be deemed at all times to be an independent contractor and not an employee, partner, agent, joint venture or principal of the Authority with respect to all of the acts and Services performed by and under the terms of this Agreement. Accordingly, neither Party shall have any authority to represent or bind the other. Administrator is wholly responsible for the manner in which it performs the Services and work required under this Agreement. Neither Administrator nor any agent or employee of Administrator shall be entitled to participate in any plans, arrangements or distributions by the Authority or any of its Members pertaining to or in connection with any retirement, health or other benefits the Authority or any of its Members may offer their employees. Administrator is liable for the acts and omissions of itself, its employees and agents. Any terms in this Agreement referring to instructions from the Authority shall be construed as providing for direction on policy and the results of Administrator's work, but not the means as to which such a result is obtained. The Authority does not retain the right to control the means or method by which Administrator performs the Services.

(g) Taxes. Administrator shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities arising from Administrator's business operations.

4. Responsibilities of Authority. The Authority acknowledges that the Florida law authorizing PACE programs reserves authority and responsibility for establishing the program and executing financing agreements with property owners to local government. Consequently, the Authority shall timely take the following actions:

- (a) Authorize and adopt resolutions required to implement the Program;
- (b) Approve documents authorizing the Administrator to commence legal proceedings on behalf of the Authority to validate Program related obligations and to engage counsel for the purpose;
- (c) Within a reasonable time following submittal by Administrator, execute documents required to implement the Program including, but not limited to, financing or other agreements, obligations or instruments;
- (d) Other actions reasonably required to be performed by the Authority to facilitate the development, implementation or activities of the PACE Program.

5. Compensation.

(a) Program Design. For Services relating to the design of the Program, the Administrator shall be paid in accordance with the Existing Agreement, except as follows. In addition to the compensation set forth in the Existing Agreement, Administrator shall be paid: (1) a separate payment of Thirty-Two Thousand and No/100 Dollars for Program workshops; and (2) a separate payment (or payments totaling) One Hundred Thousand and No/100 Dollars to be used for bond validation and program administrative costs and expenses. All funds described in this paragraph 5(a) are provided by the Grant Agreement. As a condition to the receipt of each separate payment, the Administrator shall deliver to the Town a proposed budget, including legal, administrative and workshop expenses, and shall submit invoices showing payment for work performed and expenses incurred, in such detail as the Town may require. Payments shall be made by check payable to "EcoCity Partners, L3C."

(b) Ongoing Program Administration. For Services relating to the ongoing operation of the Program, and for its performance hereunder, Administrator shall be entitled to impose and collect fees and charges in accordance with the schedule of fees described in Schedule 3 to Exhibit A ("Schedule of Fees"), which the Authority and Administrator may amend from time to time by mutual agreement to ensure the Program is priced to be competitive in the marketplace and all expenses are paid for through Program operation.

(c) Payment Does Not Imply Acceptance. The making of any payment by the Authority, or the receipt thereof by Administrator, shall not reduce the liability of Administrator to replace any work, equipment or materials which do not conform to the requirements of this Agreement, regardless of whether the unsatisfactory character of such work, equipment or materials was apparent or reasonably detectable at the time payment was made.

(d) Additional Service Providers. Administrator shall be solely responsible for all payments to any third party subcontractors, service providers or sub consultants that are engaged by Administrator to perform any of the Services contemplated by this Agreement.

6. Indemnification: Insurance.

(a) Indemnification. Administrator shall indemnify and hold harmless the Authority, its officers agents and employees, and shall upon request defend them, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Administrator's performance of this Agreement, including, but not limited to, liabilities arising from contracts between the Administrator and third parties made pursuant to this Agreement. The indemnity obligations provided for in this paragraph shall include reasonable attorneys' fees, but shall exclude any liability resulting from acts of, or failure to take action by, the Authority, its officers, agents and employees.

The Authority shall promptly notify the Administrator of any claim giving rise to a right to indemnity and shall fully cooperate with the Administrator in defense of such claims. So long as the Administrator has agreed that the Authority is entitled to indemnification, the Administrator shall have the right to control the defense of the claim, including, without limitation, the right to designate counsel and to select a single counsel to jointly represent the interests of the Authority and the Administrator (unless an actual present conflict would preclude joint representation) and including the right to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of the claim. The Authority shall cooperate in defense of any claims and may, but is not required to, retain at its cost additional separate counsel to participate in or monitor the defense of the claim by Administrator.

This Section 6(a) shall survive termination of this Agreement.

(b) Insurance. Without in any way limiting Administrator's liability pursuant to Section 7(a) above, Administrator shall maintain in force, throughout the Term, insurance with the following coverages:

- i. Worker's Compensation insurance in the amount required by law;
- ii. Commercial General Liability Insurance with limits of not less than \$1 million per occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;
- iii. Commercial Automobile Liability Insurance with limits of not less than \$1 million per occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and
- iv. Professional liability insurance with limits of not less than \$1 million per claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

(c) Required Provisions. All insurance required under this Agreement shall be maintained with reputable companies authorized to do business in the State of Florida. The

liability insurance required under this Section 6 shall (i) name the Authority as an additional insured, (ii) provide that such policy is primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and (iii) apply separately to each insured against whom a claim is made or a suit is brought. Upon request, Administrator shall deliver a certificate of insurance to the Authority confirming the existence of the insurance required by this Agreement.

7. Default; Termination.

(a) Events of Default. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- i. Either Party fails or refuses to perform or observe any material term, covenant or condition contained in any section of this Agreement, and such failure continues for a period of thirty (30) days after receipt of written notice from the non-breaching Party, or such longer period as may be reasonably required for cure, provided the breaching Party commences the cure within thirty (30) days and diligently pursues the cure until completion.
- ii. Administrator (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of creditors, or (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over Administrator or any substantial part of Administrator's property.
- iii. A court or governmental authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Administrator or any substantial part of Administrator's property, (B) constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, or (C) ordering the dissolution, winding-up or liquidation of Administrator.

(b) Remedies for Default. Upon the occurrence of any Event of Default, each Party shall be entitled to proceed at law or in equity to enforce their rights under this Agreement, including, without limitation, to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, following the occurrence of any Event of Default, the Authority shall have the option, but no obligation, to cure or cause to be cured any Event of Default on behalf of Administrator, and in such event Administrator shall pay to the Authority upon written demand all costs and expenses incurred by the Authority in effecting such cure, with interest thereon from the date the expense is incurred by the Authority at the maximum rate

then permitted by law. The Authority shall have the right to offset from any amounts due Administrator under this Agreement or any other Agreement between the Authority and the Administrator all damages, losses, costs and expenses incurred by the Authority, as a result of the occurrence of an Event of Default caused by Administrator.

(c) Exercise of Remedies. All remedies provided for in this Agreement may be exercised singly or in combination with any other remedy available hereunder or under applicable law. The exercise of any remedy shall not be deemed a waiver of any other remedy.

(d) Termination for Convenience.

i. Effective Date. Following the Initial Term, either party may notify the other of its intent to terminate the Agreement for any reason by delivering written notice of termination no later than May 15 of any year during the Term. In such event, the Agreement will terminate on August 15 of the year in which the termination notice is delivered, at which date Administrator shall cease providing the Services. In the event the Authority terminates the Agreement under the provisions of this paragraph 6(b), Administrator shall be entitled to continue to offer the Services during the transition period so long as (i) Administrator does not approve any projects, completion of which will extend beyond the termination date; (ii) Administrator provides for ongoing management of assessments related to any projects completed under Administrator's auspices; (iii) Administrator continues to provide all of the Services in a professional manner in accordance with the Agreement; (iv) Administrator continues to work in good faith with the Authority to provide a smooth transition for either the termination of the program or transfer to another administrator.

ii. Termination Fee. In the event of termination for convenience by the Authority, Administrator shall be entitled to a termination fee equal to thirty percent (30%) of the origination fee which would have been received by Administrator pursuant to Schedule 3 to Exhibit A, had the Agreement not been terminated, for all PACE projects funded through the Authority which (i) had completed applications submitted to the Program prior to the termination date, (ii) are closed within one (1) year after the termination date, and (iii) are identified by Administrator in writing no later than five (5) days after the termination date..

(e) Termination for Impossibility. In the event that (i) conditions in U.S. financial markets, (ii) changes in PACE law, or (iii) changes in the Authority's authority to provide assessment lien priority render the PACE Program infeasible, Administrator may suspend the PACE Program for a period of up to twelve (12) months. Should the Administrator determine at the conclusion of the suspension period that conditions do not warrant resumption of the program Administrator may request from the Authority an extension of the PACE Program suspension for an additional six (6) months. The Authority may, at its option, grant the extension or cancel the Agreement.

(f) Rights and Duties Upon Termination. Upon the expiration or earlier termination of this Agreement pursuant to this Section, this Agreement shall terminate and be of no further force and effect, except for those provisions which expressly survive termination. Upon expiration or termination, Administrator shall transfer to the Authority any records, data, supplies and inventory produced or acquired in connection with this Agreement. This subsection shall survive the termination of the Agreement.

8. Confidential Information; Ownership and Access to Records.

(a) Proprietary or Confidential Information. Administrator acknowledges that, in the performance of the Services or in contemplation thereof, Administrator may have access to private or confidential information which may be owned or controlled by the Authority, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Authority. Administrator agrees that all information disclosed by Authority to Administrator shall be held in confidence and used only in performance of this Agreement. Administrator shall exercise the same standard of care to protect such information as a reasonably prudent Administrator would use to protect its own proprietary data.

(b) Ownership of Information. The parties acknowledge that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which are conceived, developed or made by Administrator or Authority exclusively for the Program during the term of this Agreement are deemed to be within the public domain, and subsequently may be used by each party without warranty of any kind. Any artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works created by Administrator in connection with the Program shall not be deemed to be works for hire. Notwithstanding the foregoing, to the extent that any components used in the Program are developed independently and licensed from third parties, including, without limitation, any software, methods, inventions, processes, logos, brands or data, such components shall not become part of the public domain and the terms of the applicable license shall prevail. Among other things, the online sustainability tool for green business certification has been licensed from Green Bureau, LLC and use of the service-mark PACE3P™ and any related trademarks or service marks have been licensed from Demeter Power Group, Inc.

(c) Public Records. All records, books, documents, maps, data, deliverables, papers and financial information associated with the Program to be administered by Administrator (the "Records") are public records and shall be available to be inspected and copied by the Authority. In the event of public record requests, all such requests shall be administered and handled by the Authority as the custodian. The Authority, or its designee, shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any of the Records. After notice and reasonable opportunity to cure, the Authority may cancel and terminate this Agreement for refusal by the Administrator to comply with the requirements of Chapter 119, Florida Statutes (Public Records).

9. Miscellaneous.

(a) Nondiscrimination. During the term of this Agreement, Administrator shall not discriminate against any of its employees or applicants for employment, if any, because of their race, age, color, religion, sex, sexual orientation, national origin, marital status, physical or mental disability, or political affiliation and Administrator shall abide by all Federal and State laws regarding nondiscrimination.

(b) Disabilities. Administrator acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through an Administrator, must be accessible to the disabled public. Administrator shall provide the Services in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights laws. Administrator agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Agreement and further agrees that any violation of this prohibition on the part of the Administrator, its employees, agents or assigns will constitute a material breach of this Agreement.

(c) Entire Agreement; Amendment. This Agreement, including the Exhibits hereto, contains the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written representations. No representations were made or relied upon by either Party, other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to amend, change, modify, supplement, rescind, terminate or discharge the terms of this Agreement, except by a written agreement executed by the Parties.

(d) Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(e) Non-waiver. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other Party at the time designated, shall not be a waiver of such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

(f) Severability. If the application of any provision of this Agreement to any particular facts or circumstances is found by a court of competent jurisdiction to be invalid or unenforceable, then the validity of other provisions of this Agreement shall not be affected or impaired thereby, and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties.

(g) Assignment. The Services to be performed by Administrator are personal in character and neither this Agreement nor any of the duties or obligations hereunder may be assigned by the Administrator; provided, however, that this Section shall not prohibit the engagement of subcontractors or other third parties to perform any part of the Services. The

performance of the Services requires the cooperation and legal authority of the Authority and accordingly the Agreement may not be assigned by the Authority without the prior written consent of Administrator.

(h) Governing Law; Venue; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida without regard to conflicts of law principles. Each Party agrees to personal jurisdiction in any action brought in any court, Federal or State, within the County of Palm Beach, State of Florida having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the County of Palm Beach, State of Florida. Each Party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

(i) Attorney's Fees. In the event of any proceedings arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

(j) Jury Trial. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

(k) Limitation of Liability. The obligations of the Authority shall be limited to the payment of the compensation provided in this Agreement, and cooperation required to facilitate the implementation of the Program. In no event shall any Party to this Agreement shall have any liability for special, consequential, incidental or indirect damages, including lost profits, arising out of or in connection with this Agreement or the Services.

(l) Days. All references to days in this Agreement shall refer to calendar days unless other expressly provided. In the event any period specified in this Agreement expires on a Saturday, Sunday or another day on which banks are permitted or required to be closed in the State of Florida, then the period shall be extended until the next business day.

(m) Exhibits. The Exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein and are an integral part of this Agreement.

(n) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(o) Construction; Interpretation. The Parties have participated equally in the drafting and negotiation of this Agreement and accordingly any rule of construction which would construe the terms agreement against the draft are inapplicable.

(p) Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail,

postage prepaid, to the address of the party specified below or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

If to Town: Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Michael Bornstein, Town Manager

If to Authority: Florida Green Finance Authority
Attention: Board Chair
500 Greynolds Circle
Lantana, Florida 33462

If to Administrator: EcoCity Partners, L3C
224 Datura Street, Suite 211
West Palm Beach, Florida 33401
Attn: Michael Wallander, Manager

[Remainder of page intentionally blank.]


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE TOWN OF LANTANA, FLORIDA

By: 

Name: MICHAEL BORNSTEIN

Title: TOWN MANAGER (Seal)

Attest: 
Crystal Gibson, Town Clerk

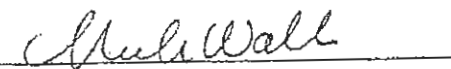
THE FLORIDA GREEN FINANCE AUTHORITY

By: 

Name: David Thatcher

Title: Chair, Florida Green Finance Authority

ECOCITY PARTNERS, L3C, a Vermont low-profit limited liability company

By: 

Name: Michael Wallander

Title: Principal

EXHIBIT A

SCOPE OF THIRD PARTY ADMINISTRATION SERVICES AND PROGRAM FEE SCHEDULE

SCOPE OF SERVICES & FEES:

- I. Program Design Services
- II. Program Implementation Services
- III. Ongoing Program Administration Services
- IV. District Management Services
- V. Ancillary Services
- VI. Fee Schedule

I. Program Design Services (Grant Funded)

Design services for the Florida Green Energy Works Program (the "Program") offered to the Florida Green Finance Authority (the "Authority") by EcoCity Partners, L3C as the Third Party Administrator of the Program, ("TPA" or "Administrator"), include, at a minimum, fulfilling the terms of the Agreement executed between the Town of Lantana and EcoCity Partners, L3C dated July 26, 2011 for the development and operation of a green business certification and finance program (the "Existing Agreement").

The Existing Agreement requires Administrator to design and implement a Program that would transition into a sustainable business model that will continue to operate after the grant-funded portion of the work is completed. The Program is intended to fulfill the Existing Agreement requirement that enables other local governments to "opt in" after the Program is formed.

Program Design Services includes a series of tasks to design the Program, which tasks must be completed by April 30, 2012 or as otherwise may be required for the Town to fulfill the Grant Agreement, as appropriate. Program Design Services shall be paid for solely through grant funds.

Program Design Services tasks, which must be completed by April 30 2012 in accordance with the Grant Agreement, include:

Deliverables: PACE District & Finance Program Enabling Documentation (*status as of date of addendum execution*)

Consistent with Florida law and Section 163.08, Florida Statutes (the "PACE Act"), Administrator will provide a comprehensive set of documents for the purpose of establishing, authorizing and implementing the Program. By way of example, such documents may include the following components:

- 1) An enabling ordinance or resolution that includes a determination that the establishment of the program would be in the public interest as required by the law (*completed*).
- 2) A statement indicating that the jurisdiction proposes to make voluntary contractual non-ad valorem assessment ("PACE Assessment") financing available to property owners (*completed*).
- 3) An identification of the types of renewable energy sources, wind resistance, energy efficiency and other improvements ("Qualifying Improvements") (*completed*).

- 4) A description of the boundaries of the area within which contractual assessments may be offered (*completed*).
- 5) Designation of a date, time and place for the public hearing on the matter, if required (*completed*).
- 6) A statement of assessment underwriting standards that is consistent with the PACE Act and other relevant law, and that reflects the legitimate concerns and interests of mortgage lenders, cognizance of the secondary mortgage market, and that is designed to ensure appropriate capital markets participation and form the basis for a Florida statewide PACE financing program (*completed*).
- 7) Consultation with the appropriate local government officials to ensure arrangements for placing the assessments on the tax roll (*completed*).
- 8) Development of protocols to create and maintain non-ad valorem assessment rolls, and transfer proceeds to cover debt service and associated program costs (*partially completed*).
- 9) A draft form of Financing Agreement and supporting documentation consistent with the PACE Act and/or other relevant law and anticipated market acceptance specifying the terms and conditions for a property owner to fund and finance Qualifying Improvements (*partially completed*).
- 10) A Finance Program Handbook that describes the funding process and source(s) to be offered through the Program. The Finance Program may employ funds available to the Authority from any source, and may include the issuance or sale of bonds, obligations, or other financing arrangements. The Finance Program may provide for the establishment of any necessary reserve fund or funds, and will provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the assessments among the consenting property owners and other matters necessary to attract funding and financing (*pending approval*).
- 11) Underwriting Criteria: Applicant eligibility and qualification requirements based upon State, federal and local law and prudent underwriting guidelines (*partially completed*).
- 12) District Management Policies: Administrator will provide the Authority and participating Districts with draft policies for use by the Authority, the Districts and participating property owners for financing of Qualifying Improvements. These policies will be for adoption by the Districts. The policy statement may include, but is not limited to, identifying designated signatories for each District, a governing Board for each District, a method of prioritizing property owner applications, and proposed Program timelines for application processing, assessment processing, and other customer-service related guidelines (*partially completed*).

Program Implementation Services (Continue After Grant Funds Expended)

Program implementation services include finalizing and integrating the tasks outlined in the Program Design Services to create and launch a program that is ready to process applications and fund projects. Program Implementation Services are intended to facilitate the transition to a sustainable business model. These services include the following key deliverables:

Deliverables:

- 1) **Web Portal.**
 - a) Administrator will implement and operate a website (www.floridagreenenergyworks.com) that serves as the primary interface between applicant and Administrator. Administrator will "brand" the dedicated website for the Authority.

- b) The secure website will manage distribution of program application, application filing, the tracking of the application process, and notice of project funding. Data collected may include:
 - i) The number and locations of property owners enrolling in the Program;
 - ii) The type, size and dollar value of install projects;
 - iii) The time between enrollment and installation; and
 - iv) The level of participation of each qualified contractor.
- c) Through the website, Administrator may develop, implement and administer software and models that:
 - i) Processes applications and funding requests;
 - ii) Provides assessment repayment projections and debt service schedules;
 - iii) Provides real-time reports on Program progress.

2) Contractor Qualification Criteria.

- a) Administrator will establish threshold eligibility criteria for contractors as a prerequisite to their participation in the Program, which may include, but not necessarily be limited to, having in place appropriate State and local licenses and insurance policies.
- b) Contractor qualification criteria is intended to emphasize excellence in customer service, market outreach, technical expertise and professionalism without placing an unnecessary or undue burden on contractors for accessing and participating in the Program.

3) Marketing & Communications Program.

- a) Administrator will develop a marketing and education campaign to inform the local community(ies) and stakeholders about the Program.
- b) Administrator will develop content for a dedicated website, print materials and workshops.
- c) Administrator will establish a branding and marketing plan and the coordination of Authority and local government resources to maximize marketing impacts.
- d) Administrator will facilitate or assist in the facilitation of workshops with contractors, prospective participants and/or other interested parties in order to educate them about the Program terms and application process.
- e) Administrator may provide a recorded webinar or similar on-line tutorial for property owners and contractors, which will review program policies and requirements.
- f) Administrator will arrange and prepare presentation materials for the public, legislative and policy-making bodies, credit rating agencies, and credit enhancement and liquidity providers, as required.

II. Ongoing Program Administration Services

Program administration services include all tasks necessary to administer the Program on an ongoing and sustainable basis, including processing applications, providing customer service and administration, contractor certification, project quality assurance and control, management of assessments and payments.

Deliverables:

1) Application Processing

- a) Administrator will conduct the property and project screen to ensure both meet the terms and conditions of the Program. Administrator will complete property/project screen within a reasonable period of time from receipt of the application. Administrator will regularly report on applications approved, denied or pending.
 - i) Administrator will install protocols for evaluating applicant properties pre- and post-installation for purposes of establishing a Savings to Investment Ratio (SIR) greater than one.
 - ii) Administrator will utilize eligibility and underwriting criteria that complies with State, federal and local law and prudent underwriting standards and that makes financing available to large and small property owners in traditional as well as underserved markets.
- b) When funding is requested, Administrator will verify the project installation through review of appropriate documents. Administrator will conduct this review within a reasonable period of time from the date that all required documentation is received.
- c) Once projects are verified, Administrator will notify the Authority and provide the property owner with legal documents.
- d) Administrator will verify completion of the legal documents after receipt from property owners and will review such documentation within a reasonable period of time.
- e) Upon receipt of complete documents, Administrator will notify the Authority of an approved funding request and provide the documents necessary to record the lien. Administrator will record the lien on behalf of the Authority.
- f) Once a bond is issued and purchased or some other funding mechanism has been completed, Administrator will disburse funds to the property owner within a reasonable period of time.
- g) Administrator will seek to establish and implement appropriate procedures and timelines for applications filed in paper copy as well as via the web portal.
- h) The reasonableness of the timelines listed above are subject to revision and specificity by mutual agreement of the Authority and Administrator in conjunction with the establishment and maintenance of program terms and conditions.

2) Program Reporting

- a) Administrator will provide reports on program application statistics to the Authority on a regular basis.

- b) Administrator will prepare reports, schedules and documents to support the issuance and underwriting of bond or other financing documents, such as disclosure documents for the IRS, SEC and/or any other regulatory body purposes; cash flows analysis; debt service and repayment projections; substantiation of revenue and expenditure estimates and project costs; verification of cash flows; and project or market feasibility, as needed.

3) Program Documentation

- a) Administrator will develop and maintain the documents for Program administration, which may include, but not necessarily be limited to, the following:
 - i) Program Terms and Policies
 - ii) Assessment Underwriting Criteria
 - iii) List of Qualifying Improvements
 - iv) Program Application & Funding Request Forms
 - (1) Application Form
 - (2) Financing Agreement
 - (3) Truth-In-Lending Form (if applicable)
 - (4) Lender Notification & Authorization Form
 - (5) FHFA/FNMA/FMAC PACE Status Disclosure Form (if necessary)
 - (6) Information Verification Form(s)
- 4) **Customer Service:** Administrator will provide direct customer service to the community via the web, email, phone and walk-in, as appropriate.

III. District Management Services

District Management Services involve those tasks necessary to help facilitate the relationship between the Authority and local governments and dependent special districts that participate in the Program. These services may include the following:

Deliverables:

Administrative and Management Services

- 1) Attend and conduct all regularly scheduled and special Board meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- 2) Prepare agenda packages for transmittal to Board members and staff prior to Board meeting. Prepare meeting materials for other meetings, hearings, etc. as needed.
- 3) Provide accurate minutes for all meetings and hearings.

- 4) Other responsibilities include such items as:
 - a. Custody of the District's Seal
 - b. Records custodian and records management liaison with State of Florida and other applicable government agencies overseeing the storage of inactive files and destruction of obsolete files.
 - c. Maintaining and safeguarding the minutes of public meetings, Resolutions, contracts and agreements.
- 5) Ensure compliance with Federal and/or State law affecting the District which include but are not limited to the following:
 - a. Property notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, all other required notices of meetings, hearings and workshops.
 - b. Provide required information to the Department of Community Affairs, the County, the Auditor General, and all other state or local agencies with reporting requirements for the district.
- 6) Maintain "Record of Proceedings" for the District which includes meeting minutes, agreements, resolutions and other records required by law.
 - a. Implement and maintain a document management system to create and save documents, and provide for the archiving of district documents.
 - b. Protect integrity of all public records in accordance with the requirements of applicable law. Respond to public record requests as required by law.
- 7) Ensure District is in compliance with administrative and financial reporting for Special Districts.
- 8) Assist in negotiations of contracts, as directed by the Board.
- 9) Provide contract administration and supervision of all contracts, as directed by the Board.
- 10) Serve as liaison with County and State agencies, including the Supervisor of Elections, Taxing officials and the Property Appraisers.
- 11) Implement the policies established by the District.

Financial Services

- 1) Establish Fund Accounting System in accordance with federal and state law as well as Government Accounting Standard Board and the Rules of the Auditor General.
- 2) Prepare regular balance sheet, income statement(s) with budget to actual variances. Prepare Public Depositor's Report and distribute to State.

- 3) Prepare all other financial reports as required by applicable law and accounting standards.

Budgeting

- 1) Prepare budget, budget resolutions, and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable Government Finance Officers Association and Government Accounting Standard Board standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2) Administer Adopted Budget of the District.
- 3) Transmit proposed budget to local governing authorities in the required timeframe prior to adoption.
- 4) File all required documentation with the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 5) Prepare and cause to be published notices of all budget hearings and workshops.
- 6) Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- 7) Prepare all budget amendments on an outgoing basis.
- 8) Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the Independent auditor.

Revenue Collection

- 1) Administer collection and disbursement of assessments, fees, and charges and all revenues of the District in accordance with Florida law governing the uniform method of assessing, levying and collecting special assessment.
- 2) Recommend enforcement actions to ensure payment as needed.
- 3) Prepare monthly financial reports showing revenues and expenses for the month in comparison to annual budget, noting variances.
- 4) Prepare and refine a property database.
- 5) Prepare annual assessment roll. Certify roll either to the County Tax Collector, or direct bill and collect (or both), as appropriate.
- 6) Issue estoppels letters as needed.

Accounts Payable/Receivables

- 1) Administer the processing, review and payment of all invoices and purchase orders. Ensure timely payment of district bills is made.

- 2) Report cash balances by fund.
- 3) Maintain checking accounts with qualified public depository.

Capital Program Administration

- 1) Maintain proper capital fund and project funding accounting procedures and records.
- 2) Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustees, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update, etc.
- 3) Prepare annual debt service fund budgets. Work with taxing officials to assure correct application of revenues and proper routing of payments to the trustee to assure proper bond debt pay-off. Track and account for debt service payments and prepayments and process debt lien releases.

Purchasing

- 1) Assist in selection of vendors as needed for services, goods, supplies, and materials.
- 2) Obtain pricing proposals as needed and in accordance with District rules and State law.
- 3) Prepare RFPs for services needed, including, when requested, preparation of specifications and bid documents for various professional, construction, and maintenance services.

Investment Services

- 1) All investments shall be made pursuant to applicable law and policies approved by the Board of Supervisors.
- 2) Recommend investment policies and procedures pursuant to State law.
- 3) Provide for investment of funds per approved policies.

Risk Management

- 1) Prepare and follow risk management policies and procedures.
- 2) Recommend and advise the Board of the appropriate amounts and types of insurance and be responsible for procuring all necessary insurance.
- 3) Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
- 4) Review insurance policies and coverage amounts of District vendors.

IV. Ancillary Services

The Administrator may develop additional tools and programs, as may be appropriate, to facilitate interest and participation in the Program. Administrator will only provide such ancillary services with the advance approval of the Authority, such approval not to be unreasonably withheld. Such ancillary services currently offered by Administrator include development and administration of a green business certification and marketing program for businesses (including those that do not utilize the financing program). Examples of future ancillary services may include, but are not necessarily limited to; workforce or energy auditor training programs; an online marketplace of green technologies (such as those used in Qualifying Improvements); a carbon-offset / environmental attribute and marketing program that helps participating property owners lower their environmental impact through a purchase of offsets or environmental attributes or earn a fee for the sale of carbon offsets or environmental attributes that they may own and wish to sell; a rewards program; or any other program or service that furthers the broad goals of the Program.

V. Fee Schedule

The Administrator shall be entitled to impose and collect fees and charges intended to sustain the operation of the Program in accordance with prudent financial management standards. Such fees shall include (i) community opt-in fees; (ii) finance program closing fees; and (iii) ongoing finance program administration fees. From time to time the Authority and the Administrator will evaluate the Program fees to ensure that the Program is priced to be competitive in the marketplace. The initial Schedule of Fees is as set forth in Schedule 1.

Schedule 1

Fee Schedule

Community Opt-In Fee Schedule*

Tier (Based On Population)	Opt-In Fee:	Opt-Out Year 1:	Opt-Out Year 2:	Opt-Out Year 3 Or Later:	Alternative Opt-In Fee With Free Opt-Out
Tier 1 (0 – 19,999)	Free	\$12,500	\$6,250	No charge	\$10,000
Tier 2 (20,000 – 74,999)	Free	\$15,000	\$7,500	No charge	\$12,500
Tier 3 (75,000 – 199,999)	Free	\$17,500	\$8,750	No charge	\$15,000
Tier 4 (200,000 – 499,999)	Free	\$20,000	\$10,000	No charge	\$17,500
Tier 5 (500,000+)	Free	\$22,500	\$11,250	No charge	\$20,000

* Opt in fees cover the upfront legal costs of establishing the district as well as the technology set-up costs of adding the community to the Program web platform.

Finance Program Closing Fee Schedule

Fee Type	Residential	Small Commercial (<\$100,000)	Large Commercial (≥\$100,000)
Application Processing Fee	\$50	\$0 (Waived)	\$0 (Waived)
Energy Audit (pass-through)**	\$0.02/sq ft	Simple Buildings: -\$0.02/sq ft (lighting) -\$0.06/sq ft (comprehensive) Complex Buildings: -\$0.10 - \$0.25/sq ft	Simple Buildings: -\$0.02/sq ft (lighting) -\$0.06/sq ft (comprehensive) Complex Buildings: -\$0.10 - \$0.25/sq ft
Technical Project Review (pass-through)**	\$50	\$195	\$495
Appraisal Fee (optional) (pass-through)**	TBD	Est. \$2.5k - \$5k	Est. \$5k - \$10k
Title Search (pass-through)**	\$425	\$425	\$425
Jurisdiction Set up Fee	\$0	\$0	\$0
Recording Fee (Set by Florida statute) (pass-through)**	\$10 for 1 st page; \$8.50 each add'l page; \$0.60 abstract fee plus doc. stamp tax of \$0.35/\$1,000.	\$10 for 1 st page; \$8.50 each add'l page; \$0.60 abstract fee plus doc. stamp tax of \$0.35/\$1,000.	\$10 for 1 st page; \$8.50 each add'l page; \$0.60 abstract fee plus doc. stamp tax of \$0.35/\$1,000.
Origination Fee	2.5% of cost of the improvement	2.5% of cost of the improvement	2.5% of cost of the improvement
Bond Counsel Legal Fees (pass-through)**	TBD	TBD	TBD
Progress Payment Request (if applicable)	TBD	\$200	\$200
Pre-install Site Inspection (optional)	TBD	\$525	\$525
Post-install Site Inspection (optional)	TBD	\$675	\$675
Debt Service Reserve Fund (if required)	TBD	Est. 10% of financed amount (subject to lender approval)	Est. 10% of financed amount (subject to lender approval)

* Residential Program Fees only go into effect if the Residential Program is offered and becomes available pending resolution of legal uncertainty given FHFA, Fannie Mac and Freddie Mac litigation.

** Pass-through fees are estimates of third-party charges and are subject to change.

Finance Program Administrative Fees

Fee Type	Residential	Small Commercial (<40,000 sq. ft)	Large Commercial (≥40,000 sq. ft)
PACE District Admin. Fee¹	0.5% of collected amount	0.5% of collected amount	0.5% of collected amount
PACE District Legal Fee (Incurred by Authority)	0.5% of collected amount	0.5% of collected amount	0.5% of collected amount
Property Appraiser²³ (pass-through)**	\$150/year + \$0.75/per parcel	\$150/year + \$0.75/per parcel	\$150/year + \$0.75/per parcel
Tax Collector⁴ (pass-through)**	1-2% of collections	1-2% of collections	1-2% of collections

* Residential Program Fees only go into effect if the Residential Program is offered and becomes available pending resolution of legal uncertainty given FHFA, Fannie Mae and Freddie Mac litigation.

** Pass-through fees are estimates of third-party charges and are subject to change.

¹ The PACE District Administration fees cover the cost of the annual audit for the PACE governmental authority along with district management fees and costs to manage the Authority, prepare the assessment role, and to legally advertise and hold four (4) quarterly hearings per year.

² District assessments are considered levied by the County for purposes of determining commissions under Chapter 192, F.S. Payments must be paid quarterly.

³ Chapter 197, F.S. requires reimbursement to the Property Appraiser for administrative costs. \$150 per year plus an annual fee of \$0.75 per parcel subject to the assessment.

⁴ The amount of the fee is dependent on the actual assessments, not to exceed 2%.

EXHIBIT B

CURRENT LIST OF SUBCONTRACTORS & LICENSES

Current List of Subcontractors

Erin L. Deady, P.A.
EcoChamber, Inc.
Lewis, Longman & Walker, P.A.
Renewable Funding, LLC
Demeter Power Group, Inc.
Special District Services, Inc.
Zamia Ventures, LLC
Green Bureau, LLC

Current List of Licenses

Demeter Power Group, Inc. d/b/a Demeter Fund (PACE3P™)
Green Bureau, LLC (web-based sustainability tool)