

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

This Membership Agreement (the “Membership Agreement”) is entered into this ___day of ____, 2022 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the “Green Corridor”), and City of Belle Isle, Florida, a municipality of the State of Florida (the “City”) (collectively, the “Parties” or either individually being a “Party”) for the purpose of providing a PACE program within the City.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes via that certain Amended and Restated Interlocal Agreement recorded at Official Records Book 28217, Pages 0312 of the Public Records of Dade County, Florida (“Interlocal Agreement”), to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on _____, the City adopted Resolution _____ agreeing to join the Green Corridor as a non-voting member and approving this Membership Agreement in order for property owners within the City to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, this Membership Agreement is an interlocal agreement between the Parties (and when the context requires it, between the City and the other member governments of Green Corridor) adopted pursuant to Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and City.

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

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the City in accordance with Section 163.08, Florida Statutes, by virtue of the City’s joining the Green Corridor as a non-voting member and utilizing the Green Corridor’s existing program (the “Program”).
3. Qualifying Improvements. The City shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the City.
4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning City specifically reserves the right to join any other entity providing a similar program

under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

5. Program Guidelines: The Parties agree that, unless the City desires to implement its own local program guidelines as described below, the Program to be offered in the City will be wholly governed by the Green Corridor's Program Guidelines. Green Corridor will follow the City's code of ordinance provisions governing PACE programs. If the City desires to implement additional local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the City. These local program guidelines shall be consistent with the Green Corridor's guidelines. The City may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the City's guidelines, the Green Corridor's guidelines shall control. The Green Corridor's Program Guidelines do not apply to other PACE program(s) for which the City may choose to join, participate in or authorize to operate within the City.
6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the City, which boundaries may be limited, expanded, or more specifically designated from time to time by the City by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the City to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the City as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.
7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to and in compliance with Section 163.08, Florida Statutes, with property owner(s) within the City who obtain financing through the Green Corridor.
8. Amended and Restated Interlocal Agreement. The Parties agree that the City shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the City.

9. Responsibilities of the Green Corridor; Indemnification. Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. Green Corridor shall ensure and be responsible for compliance with all laws, rules and regulations in the imposition and collection of any special assessments levied upon property owned by participating property owners who have entered into a financing agreement. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the City and extend to protect the City and its officials, officers, attorneys and employees concerning the duties and responsibilities of Green Corridor and its officers, directors, employees and agents (including its TPA) as set forth in this Membership Agreement.
10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments. Green Corridor shall be solely responsible for professionally coordinating all interface with the County Tax Collector and County Property Appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of this Membership Agreement and the Interlocal Agreement. Green Corridor shall take such actions as are necessary for the lawful levy of the special assessments against all lands and properties specially benefitted by the acquisition, construction and financing of qualifying improvements. The City shall not incur or ever be requested to authorize any obligations secured by special assessments associated with qualifying improvements imposed by Green Corridor.
11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all City property owners that may utilize the Program.
12. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties for a period of ten (10) years thereafter, unless terminated earlier as provided herein. Thereafter, this Membership Agreement will be automatically renewed for consecutive one-year periods, unless either party elects not to renew with at least ninety (90) days written notice prior to the end of any renewal term. Any Party may, at any time, terminate this

Membership Agreement upon ninety (90) days prior written notice. The termination of this Membership Agreement shall also constitute a termination of the City's joining the Green Corridor as a non-voting member and termination and release of the City from any and all duties, rights and obligations under the Interlocal Agreement and as a member of the Green Corridor.

13. Consent. This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the City's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes and the Interlocal Agreement.
14. Voting Rights. The Parties agree that the City shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.
15. Limitations. Nothing herein shall be deemed or construed as a waiver of any sovereign immunity of or any other defense, privilege or immunities under law afforded to the City or its officials, officers, attorneys and employees. Nothing in this Membership Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

In no event shall the City be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any financing agreement, any special assessment, any qualifying improvements, any act or omission of any property owner or its/their agents, or any act or omission of Green Corridor or its officers, directors, employees and agents (including its TPA). City shall have no monetary, appropriation or budgetary obligations under this Membership Agreement, the Program, the Interlocal Agreement or any authorizing resolution or ordinance. In no event shall Green Corridor or its members, directors, employees and agents (including its TPA) be empowered or authorized in any manner to create or issue debt against or for the City, and shall not pledge the full faith and credit of the City. In no event shall the City have any responsibility or obligations arising from or concerning any debts incurred or issued by Green Corridor. Neither the Green Corridor nor any holder of any debt obligation issued by the Green Corridor shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of property therein to pay any amount due under any financing agreements or any special assessment.

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

If to Green Corridor:
Paul Winkeljohn, Executive Director

Green Corridor
5385 Nob Hill Rd.
Sunrise, FL 33351

If to City:
City of Belle Isle
Attn: City Manager
1600 Nela Ave
Belle Isle, FL 32809

With a Copy to:
Fishback Dominick
Attn: City Attorney
1947 Lee Road
Winter Park, Florida 32789

17. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.
18. Joint Effort. The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
19. Merger. This Membership 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 Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.
20. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
21. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

22. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.
23. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
24. Venue. The exclusive venue of any legal or equitable action against the Parties that arises out of or relates to this Membership Agreement shall be the appropriate state court in Miami-Dade County.
25. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Membership Agreement on this ____ day of _____, 2022.

ATTEST:

GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY
(PACE) DISTRICT

By: _____
District Secretary

By: _____
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

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

ATTEST:

CITY OF BELLE ISLE , A FLORIDA
MUNICIPAL CORPORATION

By: _____
Yolanda Quiceno, City Clerk

By: _____
Nicholas Fouraker, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Daniel W. Langley, City Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]