

INTERLOCAL AGREEMENT BETWEEN THE GREEN CORRIDOR PACE DISTRICT AND ALACHUA COUNTY

This Interlocal Agreement (the "District Membership Agreement") is entered into this ___ day of _____, 2015 by and between the Green Corridor Property Assessed Clean Energy District, a public body corporate and politic (hereafter called the "Green Corridor District") and Alachua County (hereafter called "the County"), collectively, the "Parties," for the purpose of providing a PACE program within the County.

RECITALS

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

WHEREAS, the Green Corridor District was organized per Subsection 163.01(7), Florida Statutes, in order to finance qualifying improvements in accordance with Section 163.08, Florida Statutes, the "Supplemental Act," as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, on December 8, 2015, the County adopted Resolution _____ agreeing to join the Green Corridor District in order to finance qualifying improvements in the County in accordance with Section 163.08, Florida Statutes; and

WHEREAS, Alachua County desires to become a member of the Green Corridor District in order to facilitate the financing of qualifying improvements for properties located within Alachua County; and

WHEREAS, the Parties have determined that entering into this District Membership Agreement is in the best interest and welfare of the property owners within the County and its municipalities.

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. Incorporators. The "Amended and Restated Interlocal Agreement Between the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, Miami Shores Village, City of Coral Gables & City of Miami" (hereafter called the "Charter Agreement," attached to as Exhibit A), establishing the Green Corridor, entered into on July 26, 2012, for the purpose of facilitating the financing of qualifying improvements for

properties located within the Authority's jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property as per Section 197.3632, Florida Statutes, is hereby supplemented and amended on the date last signed below by this District Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include Alachua County and all its municipalities, any of which may opt out by resolution.

3. Membership in Charter Agreement. The Green Corridor District, together with its member Parties, and Alachua County, with the intent to be bound thereto, hereby agree that Alachua County shall become a Party to the Charter Agreement together with all of the rights and obligations of Parties to the Charter Agreement.
4. Jurisdiction. The Service Area of the Green Corridor District shall include all areas within the legal boundaries of the incorporated and unincorporated areas of Alachua County, as the same may be more specifically designated by Alachua County or amended from time to time.
5. Charter Agreement. Except as provided herein, the Parties agree that the County shall be subject to all terms, covenants, and conditions of the Charter Agreement.
6. Voting Rights. The Parties agree that the County shall be a nonvoting member of the Green Corridor District for the term of this District Membership Agreement. The County shall appoint one board member to serve as a nonvoting member of the Green Corridor District's board, with option to appoint a voting member upon renewal.
7. Term and Effective Date of Agreement. This District Membership Agreement shall be in effect for a term of 3 years, effective immediately with the County retaining the option to terminate for any reason.
8. Review. The County has placed qualifications on the implementation and operation of any and all PACE programs in Alachua County, to which the administrator of the Green Corridor District has agreed to accommodate. These qualifications are subject to review on an annual basis, beginning one year from the effective date of this District Membership Agreement.
9. Notices. Any notices to be given pursuant to the Charter and to Subsection 163.08(13), Florida Statutes, shall be delivered to:



Alachua County:

With a Copy to:


County Manager
12 SE 1st Street
Gainesville, FL 32601
County Attorney
12 SE 1st Street
Gainesville, FL 32601

IN WITNESS WHEREOF, the Parties hereto have made and executed this District Membership Agreement on this ____ day of _____, 2015.

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

By:  By: 
District Secretary District Manager

Approved as to Form:

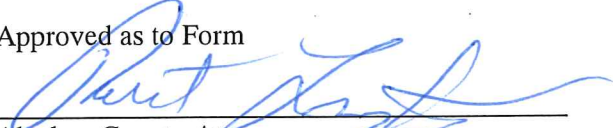
By: 
District Attorney

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Robert Hutchinson, CHAIR
Date: _____

ATTEST

J. K. Irby, Clerk (seal)

Approved as to Form

Alachua County Attorney

