

RESOLUTION NO. 2017-~~1107~~

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND GREEN CORRIDOR PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICT FOR A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM; APPROVING AN INDEMNIFICATION AGREEMENT BETWEEN PALM BEACH COUNTY AND YGRENE ENERGY FUND FLORIDA LLC FOR THE BENEFIT OF PALM BEACH COUNTY; AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THESE AND SUBSEQUENT AGREEMENTS WITH ADMINISTRATORS OF GREEN CORRIDOR PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICT FOR THE BENEFIT OF PALM BEACH COUNTY, AND EXERCISE CERTAIN PROVISIONS IN THE AGREEMENTS.

**WHEREAS**, on April 4, 2017, the Board of County Commissioners ("BCC") adopted Ordinance 2017-012, known as the Palm Beach County PACE Program Ordinance; and

**WHEREAS**, the attached interlocal agreement between Palm Beach County ("County") and the Green Corridor Property Assessed Clean Energy (PACE) District ("Green Corridor") and the indemnification agreement with Ygrene Energy Fund Florida LLC ("Ygrene"), as the administrator for the Green Corridor, are being recommended for approval by the BCC.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:**

**Section 1.** This Board hereby approves the interlocal agreement between the County and the Green Corridor (Exhibit 1) and the indemnification agreement between the County and Ygrene, as the administrator of the Green Corridor (Exhibit 2), and this Board authorizes the County Administrator or designee to execute the above-mentioned agreements, in substantially the form attached.

**Section 2.** This Board authorizes the County Administrator or designee to execute indemnification agreements with subsequent administrators of the Green Corridor, in a form approved by the County Attorney's Office, to provide that such subsequent administrator of the Green Corridor shall indemnify and hold harmless the County.

**Section 3.** This Board authorizes the County Administrator or designee to exercise the provisions in the above-mentioned agreements including, but not limited to, audits, enforcement, revisions, notifications, and termination.


The foregoing resolution was offered by Commissioner Abrams, who moved its adoption. The motion was seconded by Commissioner Kerner, and upon being put to a vote, the vote was as follows:

COMM. PAULETTE BURDICK, Mayor	<u>Aye</u>
COMM. MELISSA MCKINLAY, Vice Mayor	<u>Aye</u>
COMM. HAL R. VALECHE	<u>Aye</u>
COMM. DAVID KERNER	<u>Aye</u>
COMM. STEVEN L. ABRAMS	<u>Aye</u>
COMM. MARY LOU BERGER	<u>Aye</u>
COMM. MACK BERNARD	<u>Nay</u>

The Mayor thereupon declared the resolution duly passed and adopted this 15th day of August, 2017.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS  
SHARON R. BOCK, CLERK

By:   
County Attorney

By:   
Deputy Clerk



R 2017 11 08

**NON-EXCLUSIVE INTERLOCAL AGREEMENT BETWEEN THE GREEN  
CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND  
PALM BEACH COUNTY, FLORIDA**

This Interlocal Agreement ("Agreement") is entered into AUG 15 2017, 2017 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic ("Green Corridor"), and Palm Beach County, a political subdivision of the State of Florida ("County") collectively, the ("Parties"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, for the purpose of providing a PACE program within the County.

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, Section 163.08, Florida Statutes (the "PACE Statute") authorizes financing of qualifying improvements through agreements for property to be subject to a voluntary, non-ad valorem special assessment process as the repayment mechanism, commonly known as "Property Assessed Clean Energy" or "PACE" assessments; and

**WHEREAS**, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements, including energy conservation and efficiency, renewable energy, and wind resistance improvements, in accordance with the PACE Statute, as may be amended by law; and

**WHEREAS**, on April 4, 2017, the Palm Beach County Board of County Commissioners adopted Ordinance No. 2017-012, entitled the Palm Beach County Property Assessed Clean Energy Ordinance (PACE) ("Ordinance"), and provided for certain consumer protections and requirements for PACE Providers; and

**WHEREAS**, the County is concurrently adopting a Resolution authorizing the Green Corridor to provide PACE financing and funding to property owners for qualifying improvements within the County, in accordance with the PACE Statute and the Ordinance; and

**WHEREAS**, the Parties have determined that entering into this Interlocal Agreement is in the best interest and welfare of the property owners within the County.

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

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

Section 2. Purpose. The purpose of this Interlocal Agreement is to facilitate the financing of qualifying improvements for property owners within the County in accordance with the PACE Statute, and the Ordinance, by virtue of the County's joining the Green Corridor as a non-voting member and allowing the Green Corridor's existing PACE Program ("Program") to operate within the County. Pursuant to the Ordinance, this Interlocal Agreement shall be applicable within the unincorporated areas of Palm Beach County, and in all municipalities that have not adopted an ordinance governing any or all of the subject matter of the Ordinance, regardless of the time of passage of the municipal ordinance ("participating municipalities").

Section 3. Qualifying Improvements. The County shall allow the Green Corridor to provide financing of qualifying improvements, including energy conservation and efficiency, renewable energy, and wind resistance improvements, as defined in the PACE Statute, as may be amended by law, on properties within the County and participating municipalities.

Section 4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning the County specifically reserves the right to participate with or join any other entity providing a similar program or create its own program under the PACE Statute.

Section 5. Assessment by the Green Corridor; County Collection Ministerial. The Parties hereto acknowledge and agree that the non-ad valorem assessments arising from a property owner's voluntary participation in the Program are imposed by the Green Corridor and not the County. Additionally, the Parties agree that the County's collection and distribution of any non-ad valorem assessments imposed by the Green Corridor are purely ministerial acts.

Section 6. Creation of State, County, or Municipal Debts Prohibited. The County and participating municipalities shall not incur nor ever be requested to authorize any obligations secured by special assessments associated with qualifying improvements imposed by the Green Corridor pursuant to the PACE Statute. No special purpose local government acting pursuant to the PACE Statute, the Ordinance, or this Agreement shall be empowered or authorized in any manner to create a debt as against the County and participating municipalities and shall not pledge the full faith and credit of the County and participating municipalities in any manner whatsoever. No revenue bonds or debt obligations of any special purpose local government acting pursuant to the PACE Statute, shall ever pledge or imply any pledge that the County or any participating municipality shall be obligated to pay the same or the interest thereon, nor state or imply that such obligations payable from the full faith and credit or the taxing power of the state, the County, or any participating municipality within the County as a result of the Ordinance or this Agreement. The issuance of revenue or refunding bonds by the Green Corridor under the provisions of law, the Green Corridor's governance documents, or any agreement or resolution shall not, as the result of the Ordinance or this Agreement, be deemed in any manner, directly or indirectly or contingently, to obligate the County and



participating municipalities, to levy or to pledge any form of ad valorem taxation or other county or municipal revenues or to make any appropriation for their payment whatsoever.

Section 7. Program Guidelines: The Parties agree that the Program to be offered in the County will be governed by the Ordinance and the Green Corridor's guidelines. If there is a conflict between the Green Corridor's guidelines and the Ordinance, the Ordinance shall control. Green Corridor will inform every property owner that by law these non-ad valorem assessments must be collected pursuant to sections 163.01, 163.08, 197.3632, and 197.3635, Florida Statutes; and, are not imposed by the County, any participating municipality, the property appraiser, nor the tax collector, and that they are levied and imposed solely by the Green Corridor, and only then upon voluntary application of the private property owner as expressly enabled, authorized and encouraged by the PACE Statute, as well as the Ordinance, to accomplish a compelling state interest with the Green Corridor's local government assistance.

Section 8. Opinion of Bond Counsel. Prior to the execution of this Agreement, the Green Corridor shall deliver to the County an "Opinion of Bond Counsel" stating that, based on the counsel's review of the bond validation judgment and the underlying bond documents, the Program's structure complies with the bond validation judgment and the underlying bond documents. The Green Corridor acknowledges that the County is relying on the Opinion of Bond Counsel in its decision to execute this Agreement.

Section 9. Boundaries. Pursuant to this Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the County, which boundaries may be limited, expanded, or more specifically designated from time to time by the County by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined below) and as supplemented by this 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 County and participating municipalities 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 the PACE Statute, the Ordinance, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in boundaries by the County 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.

Section 10. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to the PACE Statute and the Ordinance with property owner(s) who obtain financing through the Green Corridor within the County and participating municipalities. Notwithstanding any other provision in this Agreement, rates, fees and charges shall not exceed those contained in Chapter 687, Florida Statutes.

Section 11. Amended and Restated Interlocal Agreement. The Parties agree that the County shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal

Agreement”), incorporated herein by reference. In the event of any conflict between the Interlocal Agreement and this Agreement, this Agreement shall control the rights and obligations of the County and all participating municipalities under the Ordinance. The Green Corridor agrees to provide thirty (30) days prior written notice to County of any meeting during which amendments to the Interlocal Agreement will be considered.

Section 12. Responsibilities of the Green Corridor: Indemnification: Liability.

- a. All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Parties, and participating municipalities, shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.
- b. The County, participating municipalities, and the Green Corridor are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to the PACE Statute and this Agreement, the local governments who are either the incorporators or members of the Green Corridor, or any subsequently served or participating local government shall not be held jointly liable for the torts of the officers or employees of the Green Corridor, or any other tort attributable to the Green Corridor, and the Green Corridor alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The County and the Green Corridor acknowledge and agree that the Green Corridor shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State.
- c. To the extent provided by law, the Green Corridor agrees to protect, defend, reimburse, indemnify and hold the County and participating municipalities, its agents, employees and elected officers (Indemnified Parties), and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature (collectively, a “Claim”) whether arising in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission or fault whether active or passive of the County or any participating municipality, of anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this Agreement. Green Corridor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the negligence or willful misconduct of the County or participating municipalities, its respective agents, servants, employees or officers, nor shall the liability limits set forth in 768.28, Florida Statutes, be waived. Nothing in this Agreement is intended to inure to the benefit of any third-party or for the purpose of allowing any claim, which would otherwise be barred under the

doctrine of sovereign immunity or by operation of law. In the event any Claim is brought against an Indemnified Party, the Green Corridor, shall upon written notice from an Indemnified Party, defend each Indemnified Party against each such Claim by counsel satisfactory to the Indemnified Party or, at the Indemnified Party's option, it may elect to provide its own defense. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- d. The Green Corridor is an independent local government. Neither the County, nor any participating municipality, who are served by the Green Corridor, shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Green Corridor, its Board of Directors or any other agents, employees, officers or officials of the Green Corridor, except to the extent otherwise mutually and expressly agreed upon in writing. In addition, the Green Corridor, its Board of Directors or any other agents, employees, officers or officials of the Green Corridor shall have no authority or power to otherwise obligate either the County, or any participating municipalities within the County served by the Green Corridor pursuant to the Ordinance.

Section 13. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the County 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) therewith, 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. The Green Corridor also acknowledges that all incorporated municipalities in the County that have not adopted an ordinance governing any or all of the subject matter of the Ordinance will be included in the Program. As the County is made aware of such cases, the County will notify the Green Corridor of any municipality that will not be included in the Program, and that the Green Corridor will have no authority to operate the Program within such municipality under the terms of this Agreement and the Ordinance.

Section 14. 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 property owners that may utilize the Program.

Section 15. Term of Agreement; Duration of Agreement; No Exclusivity.

- a. The term of this Agreement shall commence as of the date first above written.
- b. The term shall continue so long as the Green Corridor has obligations outstanding which are secured by pledged revenues derived from financing agreements relating to any properties within the boundaries of the County and participating municipalities, or the Green Corridor has projects for qualified improvements underway therein; the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the

Program and responsibilities of Green Corridor then underway, shall remain in effect and survive any termination until such time as those obligations and all associated remaining Green Corridor responsibilities are fulfilled (including, but not limited to, the collection of assessments in due course). Provided, however, the Green Corridor's powers employed and exercised shall be non-exclusive, and the County, pursuant to the Ordinance, is free to and reserves the right to enter into or otherwise encourage or commence any other program for financing qualified improvements using non-ad valorem assessments.

- c. Notwithstanding subsection (b), either party may at any time terminate this Agreement upon sixty (60) days written notice provided as required by Section 15. Provided, however, no termination of this Agreement shall preclude the Green Corridor from exercising any of its power or authority after any termination, including without limiting the generality of the foregoing, that specifically associated with its mission or collection of any of its Obligations outstanding which are secured by pledged revenues derived from financing agreements. In the event the Green Corridor's rights under this Agreement to impose new non-ad valorem assessments shall ever end, then as of the effective date of the termination, all rights and obligations of the parties shall continue as specified in subsection (B) until such time as all Green Corridor's obligations, and all associated remaining Program responsibilities are fulfilled (including, but not limited to, the collection of assessments in due course).

Section 16. Consent. This Agreement and any required resolution or ordinance of an individual Party shall be considered the County's consent to participate in the Program pursuant to the PACE Statute.

Section 17. Voting Rights. The Parties agree that the County shall be a non-voting member of the Green Corridor for the term of this Agreement.

Section 18. 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:

County: Palm Beach County  
ATTN: County Administrator  
301 North Olive Avenue, Suite 1101  
West Palm Beach, Florida 33401

With a copy to: Palm Beach County  
ATTN: County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

Green Corridor: Paul Winkeljohn, Executive Director



Green Corridor  
5385 Nob Hill Road  
Sunrise, Florida 33351

With a copy to: Program Counsel for the Green Corridor  
Weiss Serota Helfman Cole & Bierman, P.L.  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, Florida 33134

Section 19. 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 with the same formality and of equal dignity herewith by the Parties hereto.

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

Section 21. Merger. 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.

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

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

Section 24. 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 participating municipalities under the Ordinance and no other party or entity shall have any rights or privileges hereunder.

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

Section 26. Administrator Indemnification; Additional Insured.

- a. The Green Corridor will promptly request and obtain from its administrator, Ygrene Energy Fund Florida LLC ("Ygrene"), and any subsequent administrator, a separate indemnification agreement as to its actions and activities on behalf of the Green Corridor concerning all of the subject matter of this Agreement for the benefit of the County and participating municipalities. The form of the indemnification agreement shall be approved by the County Attorney's Office,

prior to the administrator assuming responsibilities for the Green Corridor pursuant to this agreement.

- b. The Green Corridor will promptly request and obtain from its administrator, Ygrene, and any subsequent administrator, and provide the County a certificate showing the County as an additional insured for the coverages the Green Corridor requires of its administrator, which are currently:

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Commercial General Liability	\$1,000,000 per occurrence \$1,000,000 aggregate
Commercial Auto Liability	\$1,000,000 combined single limit
Professional Liability (E&O)	\$1,000,000 per occurrence \$2,000,000 aggregate

- c. The statement or certificate evidencing the County is named as an additional insured will include a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or a reduction of coverage without first giving the County (as an additional insured) at least ten (10) days prior written notice of such proposed action.

Section 27. Insurance by the Green Corridor. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statute, the Green Corridor acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Green Corridor maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statute, the Green Corridor shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Green Corridor agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Section 440, Florida Statutes. When requested, the Green Corridor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Green Corridor of its liability and obligations under this Agreement.

Section 28. Venue. The venue of any legal or equitable action that arises out of or relates to this Agreement shall be in the appropriate state court in Palm Beach County, Florida. In any such action, Florida law shall apply. BY ENTERING INTO THIS AGREEMENT, THE GREEN CORRIDOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF THE GREEN CORRIDOR FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE

COUNTY OF VIOLATION OF THIS SECTION, THE GREEN CORRIDOR SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE COUNTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

Section 29. Effective Date. This Agreement shall become effective upon the execution by the Parties hereto.

Section 30. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

Section 31. Recording. This Agreement shall be recorded by the Green Corridor with the Clerk of the Circuit Court in Palm Beach County, Florida, and Miami-Dade County, Florida.

Section 32. Equal Opportunity Provision. The Green Corridor and the County agree that their respective, agents, successors, or assigns shall not practice discrimination on the basis of race, age, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information under any activity carried out by the performance of this Agreement.

Section 33. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Interlocal Agreement to be duly executed and entered into as of the date first above written.

R2017-11108  
AUG 15 2017

BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH  
COUNTY

(SEAL)

By: Paulette Burdick  
Paulette Burdick, Mayor

Attest:

Approved as to form:

Sharon R. Bock  
Sharon R. Bock, Clerk and Comptroller  
Deputy Clerk

James Brako  
James Brako, Assistant County Attorney

ATTEST:

GREEN CORRIDOR PROPERTY  
ASSESSMENT CLEAN ENERGY  
(PACE) DISTRICT

By: Paul G. [Signature]  
District Secretary

By: [Signature]  
Executive Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: Chad F. [Signature]  
Weiss Serota Helfman  
Cole & Bierman P.L., District Attorney

Natalee B. Schaefer  
APPROVED AS TO TERMS  
AND CONDITIONS.

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]



EXHIBIT 2

2017-11-09  
**INDEMNIFICATION AGREEMENT BETWEEN YGRENE ENERGY FUND FLORIDA  
LLC, AS ADMINISTRATOR OF THE GREEN CORRIDOR PROPERTY  
ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AND PALM BEACH COUNTY,  
FLORIDA**

This Indemnification Agreement (the "Agreement") is entered into AUG 1 5 2017, 2017 by and between Ygrene Energy Fund Florida LLC ("Ygrene"), as the administrator of the Green Corridor Property Assessment Clean Energy (PACE) District ("Green Corridor"), and Palm Beach County, a political subdivision of the State of Florida ("County") (collectively, the "Parties").

**WHEREAS**, pursuant to the Ordinance, this Agreement shall be applicable within the unincorporated areas of Palm Beach County, and in all municipalities that have not adopted an ordinance governing any or all of the subject matter of the Ordinance, regardless of the time of passage of the municipal ordinance ("participating municipalities"); and

**WHEREAS**, the County and the Green Corridor have proposed to enter into an Interlocal Agreement ("Interlocal Agreement") to authorize the Green Corridor to operate in Palm Beach County pursuant to the Palm Beach County PACE Program Ordinance for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

**WHEREAS**, Ygrene is the third party administrator for the Green Corridor and Ygrene would be operating on behalf of the Green Corridor within Palm Beach County; and

**WHEREAS**, Ygrene has agreed to provide the County with a separate indemnification agreement for the benefit of the County and participating municipalities.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated into this Agreement.
2. Ygrene shall indemnify and hold harmless the County and participating municipalities and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which County and participating municipalities or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Interlocal Agreement by Ygrene or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. Ygrene shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and participating municipalities, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Ygrene expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and participating municipalities or their officers, employees, agents and instrumentalities as herein provided.

3. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in conjunction with this Agreement shall be in the state courts in and for Palm Beach County, Florida, the United States District Court for the Southern District of Florida or United States Bankruptcy Court for the Southern District of Florida, as appropriate.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of AUG 15 2017, 2017.

**2017 11 09**

**AUG 15 2017**


APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA

By:   
Assistant County Attorney  
Date

By:   
County Administrator or Designee

For the Board of County Commissioners  
Palm Beach County, Florida

  
**APPROVED AS TO TERMS  
AND CONDITIONS.**

Governmental Center  
301 N. Olive Avenue, 12<sup>th</sup> Floor  
West Palm Beach, Florida 33401

SHARON R. BOCK, CLERK  
Attest:

By: \_\_\_\_\_  
Deputy Clerk Date

YGRENE ENERGY FUND FLORIDA LLC

By:  June 26, 2017  
Date  
Name: Joe Spector  
Title: VP Florida Operations