

**MEMBERSHIP AGREEMENT  
BETWEEN THE  
GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT  
AND MARTIN COUNTY**

This Membership Agreement (the "Membership Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, 2019 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and Martin County, Florida, a political subdivision of the State of Florida (the "County") (collectively, the "Parties") for the purpose of providing a PACE program within the unincorporated area of Martin County.

**RECITALS**

**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 in accordance with Section 163.08, Florida Statutes; and

**WHEREAS**, on May 8, 2018, the County adopted Article 14, Chapter 71, General Ordinances, Martin County Code, establishing regulations for PACE programs within the unincorporated area of Martin County; and

**WHEREAS**, the Board of County Commissioners has determined it is in the best interest and welfare of the public for Martin County to enter into this Membership Agreement to authorize the Green Corridor to implement and finance a PACE Program within the unincorporated area of Martin County; and

**WHEREAS**, on \_\_\_\_\_, the Board of County Commissioners adopted Resolution No. \_\_\_\_ authorizing such participation and approving this Membership Agreement.

**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. 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"). The Green Corridor certifies that by executing this Membership Agreement, the County has been approved as a party to the Interlocal Agreement as required by Section 4 thereof. The Parties agree that, notwithstanding any other provision in this Membership Agreement or in the Interlocal Agreement to the contrary, in the event of a conflict between the terms of this Membership Agreement, the Interlocal Agreement or Article 14 of Chapter 71, General Ordinances, Martin County Code, the provisions of Article 14 of Chapter 71, General Ordinances, Martin County Code will control. In the event of a conflict between this Membership Agreement and the Interlocal Agreement which is not addressed by Article 14 of Chapter 71, General Ordinances, Martin County Code, the provisions of this Membership Agreement will control.

**Section 3. Purpose.** The purpose of this Membership Agreement is to facilitate the Green Corridor's implementation of a PACE Program within the unincorporated area of Martin County in accordance with Section 163.08, Florida Statutes, and Article 14 of Chapter 71, General Ordinances, Martin County Code (the "Program"). The Parties agree that this Membership Agreement is considered an interlocal agreement between the County and the Green Corridor and that the Green Corridor is a PACE Entity, as that term is defined in Article 14 of Chapter 71, General Ordinances, Martin County Code. The County is joining the Green Corridor as a non-voting member.

**Section 4. Qualifying Improvements.** The County shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, and Article 14 of Chapter 71, General Ordinances, Martin County Code, on properties within the unincorporated area of Martin County through the Program.

**Section 5. Non-Exclusive.** The County's authorization of the Program is non-exclusive, meaning the County specifically reserves the right to join or authorize any other entity providing a similar program under Section 163.08, Florida Statutes and Article 14 of Chapter 71, General Ordinances, Martin County Code, or create its own program under Section 163.08, Florida Statutes.

**Section 6. Program Guidelines.** The Program must be operated pursuant to and consistent with the requirements of Section 163.08, Florida Statutes and Article 14 of Chapter 71, General Ordinances, Martin County Code. Green Corridor must at all times during the term of this Membership Agreement ensure that the Program offered to property owners within unincorporated Martin County complies with the requirements of Article 14 of Chapter 71, General Ordinances, Martin County Code. The County shall provide the Green Corridor with a minimum of ten days' notice prior to consideration of an ordinance amending Article 14 of Chapter 71, General Ordinances, Martin County Code.

**Section 7. Boundaries.** Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the unincorporated area of Martin County, which boundaries may be limited, expanded, or more specifically designated from time to time. As contemplated in the Interlocal Agreement (as defined in Section 2, above) 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 unincorporated area of Martin County to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes, Article 14 of Chapter 71, General Ordinances, Martin County Code, and other applicable law. Notwithstanding termination of this Membership Agreement or a change in boundaries of the unincorporated area of Martin County as provided for above, each property that has received financing for qualifying improvements under the Program shall continue to be a part of the Green Corridor, until such time that all outstanding debt attached to the property through the Program has been satisfied.

**Section 8. Financing Agreement.** The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes and Article 14 of Chapter 71, General Ordinances, Martin County Code, with property owner(s) within the unincorporated area of Martin County who obtain financing through the Green Corridor for

qualifying improvements under the Program. The Parties 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 by Martin County. The Green Corridor shall be solely responsible for the levy and collection of such voluntary non-ad valorem assessments. The Green Corridor's power to levy and collect the assessments is independent from and unrelated to any such power held by Martin County.

**Section 9. Responsibilities of the Green Corridor; Indemnification.** The 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. 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 County. In addition to the indemnification provided pursuant to the Interlocal Agreement, the Green Corridor will directly indemnify and hold harmless the County, its respective officers, agents and employees, 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 performance or nonperformance by the Green Corridor, its officers, contractors and agents 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. Neither party waives any immunity to which it is entitled by law, including but not limited to sovereign immunity as set forth in Section 768.28, Florida Statutes. This Section shall survive termination of this Agreement.

**Section 10. Limitations on Obligations.** The County shall not incur or ever be requested to authorize any obligations secured by the Green Corridor or otherwise associated with the Program. The Green Corridor shall not in any manner create a debt against the County and shall not pledge the full faith and credit of the County in any manner whatsoever.

**Section 11. 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) 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. The Green Corridor also acknowledges that the County has no authority to bind the incorporated municipalities in the County, and the Green Corridor will be required to enter into separate agreements with the incorporated municipalities in the County to the extent the Green Corridor wishes to extend the Program into such municipalities.

**Section 12. 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 County property owners that may utilize the Program.

**Section 13. Term.** This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon thirty (30) days' prior written notice. Upon expiration of the thirty days' notice, the Green Corridor will not accept any new applications for the Program in the unincorporated area of Martin County.

**Section 14. Compliance.** The Green Corridor certifies that it and its third party provider, if any: (a) are in compliance with Section 163.08, Florida Statutes; (b) will comply with Article 14 of Chapter 71, General Ordinances, Martin County Code while operating a PACE Program within the County; and (c) have not had a local government terminate participation for cause in a Program under their control within the three (3) years prior to the date of this Membership Agreement. Should the Green Corridor's agreement for operation of a Program be terminated for cause by another local government, the Green Corridor shall, as soon as commercially practicable following knowledge of such termination, notify the County in writing of such termination.

**Section 15. 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 County:*

Taryn Kryzda, County Administrator  
Martin County  
2401 SE Monterey Road  
Stuart, FL 34996

*With a Copy to:*

Sarah Woods, County Attorney  
Martin County  
2401 SE Monterey Road  
Stuart, FL 34996

**Section 16. 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. Notwithstanding the language in Section 21 of the Interlocal Agreement, any change, amendment, alteration or modification in the terms and conditions of the Interlocal Agreement shall not be effective in or for Martin County without the prior written approval of Martin County.

**Section 17. 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.

**Section 18. 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.

**Section 19. 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.

**Section 20. 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.

**Section 21. 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.

**Section 22. 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.

**Section 23. Venue.** The exclusive venue of any legal or equitable action against the County that arises out of or relates to this Membership Agreement shall be the appropriate state court in Martin County.

**Section 24. Effective Date.** This Membership Agreement shall become effective upon the execution by the Parties hereto. This Membership Agreement shall be filed by the County with the Clerk of the Circuit Court for Martin County, as required by Section 163.01(11), Fla. Stat.

[This space intentionally left blank. Signature page follows.]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the day first written above.

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

BOARD OF COUNTY  
COMMISSIONERS OF MARTIN  
COUNTY, FLORIDA

\_\_\_\_\_  
Edward V. Ciampi, Chairman

ATTEST:

\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit  
Court and Comptroller

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Sarah W. Woods, County Attorney