

This instrument was prepared by or under the supervision of (and after recording should be returned to):

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(SPACE reserved for Clerk of Court)

**JOINDER
TO THE
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT
RELATING TO THE CREATION OF THE FLORIDA RESILIENCY AND ENERGY
DISTRICT**

WHEREAS, the Town of Lake Clarke Shores, Florida and the City of Fernandina Beach, Florida have previously entered into that certain Second and Amended and Restated Interlocal Agreement Relating to the Creation of the Florida Resiliency and Energy District, dated as of April 11, 2017 (the "Interlocal Agreement"), providing for the creation of the Florida Resiliency and Energy District ("FRED") which may, pursuant to Section 163.08(2)(a), Florida Statutes, finance Qualifying Improvements through a voluntary assessment program; and

WHEREAS, the Interlocal Agreement provides that additional cities or counties of the State of Florida may be admitted to the District as a Subsequent Party to the Interlocal Agreement through the execution of a Joinder to the Interlocal Agreement and an agreement to serve on the Governing Board of FRED; and

NOW, THEREFORE, the undersigned hereby joins in the Interlocal Agreement and, in the capacity of a Subsequent Party, the undersigned agrees to be bound by all of the terms and provisions of the Interlocal Agreement, and further agrees as follows:

SECTION 1. DEFINITIONS. Any capitalized terms used in this Joinder, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

SECTION 2. PURPOSE. The City of _____, Florida (the "City") hereby acknowledges that the purpose of the Interlocal Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and to provide an efficient process for real property owners within the jurisdictional boundaries of the City to access the PACE program and permit FRED to administer the PACE program within the jurisdictional boundaries of the City.

SECTION 3. GOVERNING BOARD. The City hereby agrees to serve as a Subsequent Party to the Interlocal Agreement and to assume those rights and obligations of a Subsequent Party as are set forth in the Interlocal Agreement, including but not limited to, the obligation to appoint

an individual to serve on the Governing Board, all in accordance with the terms and conditions of the Interlocal Agreement.

SECTION 4. LEVY OF SPECIAL ASSESSMENTS. The City acknowledges and agrees that the non-ad valorem special assessments arising from a property owner's voluntary participation in the PACE program shall be levied by FRED on properties within the jurisdictional boundaries of the City, and any act by the City in the collection and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

SECTION 5. QUALIFYING IMPROVEMENTS. FRED may provide access to financing for Qualifying Improvements to real property within the jurisdictional boundaries of the City, in accordance with Section 163.08, Florida Statutes, and subject to the terms of the Interlocal Agreement, as well as applicable federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City.

SECTION 6. FINANCING AGREEMENT. Before extending any financing or subjecting any participating real property within the jurisdictional boundaries of the to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a Financing Agreement with property owner(s) within the jurisdictional boundaries of the City who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

SECTION 7. BOUNDARIES OF THE PACE PROGRAM. For the limited purposes of administering the PACE program and imposing non-ad valorem special assessments as described in the Interlocal Agreement, the jurisdictional boundaries of FRED shall include the jurisdictional boundaries of the City, which jurisdictional boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the City providing written notice to FRED. Upon execution of this Joinder and written request thereafter, the City agrees to provide FRED the current jurisdictional description of the jurisdictional boundaries of the City.

SECTION 8. ELIGIBLE PROPERTIES. Within the jurisdictional boundaries of the City, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the PACE Program within the limits otherwise prescribed in Section 163.08, Florida Statutes, and the City's PACE ordinance and resolutions.

SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS. The City hereby acknowledges that during the Term of this Joinder, FRED may levy voluntary non-ad valorem special assessments on participating properties within the jurisdictional boundaries of the City to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the Florida legislature. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Joinder or notice of a change in the jurisdictional boundaries of the City as provided for herein, those properties that

have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

SECTION 10. TERM. This Joinder shall remain in full force and effect from the date of its execution by the City; provided, however, that the City may terminate its involvement in FRED and its participation in the Interlocal Agreement upon ninety (90) days' written notice to the Parties to the Interlocal Agreement. Notwithstanding termination of this Joinder, however, property owners whose applications were approved prior to the termination of the Joinder, and who received funding through the PACE Program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

SECTION 11. CONSENT. This Joinder shall be considered the City's consent to authorize FRED to administer the PACE program within the jurisdictional boundaries of the City, as required by Section 163.08, Florida Statutes.

SECTION 12. LIMITED OBLIGATIONS. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City pursuant to this Joinder or the Interlocal Agreement. To the extent that FRED or FDFC issues PACE-related bonds under its own authority in connection with this Joinder or the Interlocal Agreement, the security for such bonds may be secured by the voluntary non-ad valorem special assessments imposed by FRED on participating properties within the jurisdictional boundaries of the City. The issuance of such bonds shall not directly, indirectly, or contingently obligate the City to levy or to pledge any form of assessment or taxation whatsoever, or to levy ad valorem taxes on any property to pay the bonds, and the bonds and any bond obligations shall not constitute a lien upon any property owned by the City. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City is not an obligated party, and also adequately disclose material attendant risks with PACE programs.

SECTION 13. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) To the extent permitted by Florida law and subject to the limitations of Section 768.28, Florida Statutes, the City shall be individually and separately liable and responsible for the actions of its own officers, agents and employees in the performance of its obligations under this Joinder and the Interlocal Agreement. Except as specified herein, the City shall individually defend any action or proceedings brought against its agency pursuant to the Joinder and the Interlocal Agreement and shall be individually responsible for all its respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The City shall individually maintain throughout the Term of this Joinder, any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Joinder shall be construed to affect in any way the City's rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

(B) Neither the City or any agent, board member, officer, official, advisor or employee of the City shall be liable for any action taken pursuant to this Joinder or the Interlocal Agreement in good faith or for any omission, or for any act of omission or commission by any other party to the Interlocal Agreement or the City's consent to authorize FRED to administer the PACE Program within the jurisdictional boundaries of the City, as required by Section 163.08, Florida Statutes.

SECTION 14. RECORDING. This Joinder shall be filed by FRED and recorded in the public records of the City, in accordance with Section 163.01(11), Florida Statutes.

SECTION 15. EFFECTIVE DATE. This Joinder shall become effective upon the recordation of the Joinder in accordance with Section 14, above.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO JOINDER]

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be signed by its duly authorized representative, on the ____ day of _____, 20__.

CITY OF _____, FLORIDA

By: _____
[Name of Official], [Title] Date

Attest:

By: _____
[Clerk] Date