



**AGREEMENT BETWEEN BROWARD COUNTY AND ADVANCED ROOFING, INC.
FOR SOLAR ENERGY SERVICES**

This Solar Energy Services Agreement ("Contract") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Advanced Roofing, Inc., a Florida corporation ("ARI" or "Contractor") (collectively referred to as the "Parties").

RECITALS

A. On November 6, 2008, ARI responded to the Florida Department of Management Services ("DMS") solicitation ITN NO.08-09-029, "Solar Pilot Project," seeking proposals for qualified vendors to design, install, operate, and maintain Solar Energy Systems at described facilities.

B. On May 21, 2009, DMS posted its notice of intent to award a contract to ARI based on ARI's offer to (i) design and install the Solar Energy Systems at no cost to the State of Florida, (ii) own the Solar Energy Systems through the term of the contract, (iii) charge the State a fixed fee for operating and maintaining the Solar Energy Systems and for providing the services described in the State Agreement for the benefit of the State, and (iv) enable the Parties to adjust the fixed fee if the Solar Energy Systems fail to meet certain performance standards.

C. On December 14, 2009, the State and ARI executed the State of Florida Contract DMS ITN No. 08-09-029 for ARI to design, install, operate, and maintain Solar Energy Systems at State facilities ("State Agreement").

D. On December 15, 2015, the State Agreement was amended to extend the term for three (3) years beginning January 1, 2016, through December 31, 2018. On November 6, 2018, the State Agreement was again amended to extend the term for three years beginning January 1, 2019, and ending on December 31, 2021.

E. On January 29, 2018, the Director of Purchasing approved a Request for Approval to Piggyback on State of Florida Contract DMS ITN No. 08-09-029, Solar Energy Services.

F. Pursuant to Broward County Procurement Code, Section 21.135, and by approval of Item 24 of the Broward County Commission meeting of March 20, 2018, the Broward County Board of County Commissioners ("Board") authorized the Director of Purchasing to approve and execute resultant contracts that use the competitively solicited State of Florida Contract DMS ITN No. 08-09-029 for solar energy services with no upfront capital investment. Subsequent contract negotiations yielded a contract that included an upfront capital investment, requiring such contracts to be returned to the Board for approval.

G. By approval of the Board of Item 34 of the County Commission meeting of June 11, 2019, the County Administrator executed a contract for construction, installation, operation, and maintenance of eight (8) solar energy systems at Broward County facilities with a contract

term of twenty (20) years for solar energy services and a one-time buydown payment not-to-exceed Nine Hundred Seventy-five Thousand Dollars (\$975,000) for each solar energy system.

H. The Parties wish to enter into this Contract for an additional three (3) solar energy system projects at Broward County facilities at an additional not-to-exceed amount of Two Million Three Hundred Sixty-Seven Thousand One Hundred Seventy-Nine and Seven Hundredths Dollars (\$2,367,179.07) of which One Million Five Hundred Ninety-Five Thousand Five Hundred Twenty-One Dollars (\$1,595,521) is payable over twenty (20) years and expected to be offset by energy cost savings over the twenty (20) year life of the projects. This Contract is entered into in reliance upon the continuation of the Director of Purchasing's approval of piggyback agreements under State of Florida Contract DMS ITN No. 08-09-029 described above.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS.

The following terms have the meanings specified below unless the context clearly requires otherwise:

1.1 **"Affiliate"** means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

1.2 **"Commencement Date"** means, with respect to each Solar Energy System, the first day of the calendar month after which County has inspected and accepted said System as evidenced by a Certificate of Acceptance (Schedule B) executed by the Contract Administrator.

1.3 **"Contract Administrator"** means the Deputy Director of the Resilient Environment Department, or such other person designated by same in writing.

1.4 **"Customer-owned Renewable Generation"** means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the customer's electricity requirements with Renewable Energy, as defined pursuant to Section 366.91, Florida Statutes.

1.5 **"Environmental Attributes"** means all of the benefits from the environmental characteristics of the Solar Energy System that are attributable to renewable energy or energy efficiency including, without limitation, credits towards achieving local, national, or international renewable portfolio standards, greenhouse gas or emission reductions, credits, offsets, allowances or benefits; actual SO₂, NO_x, CO₂, CO, Carbon, VOC, mercury, and other emissions avoided; carbon trading credits, Renewable Energy Credits or certificates, emission reduction credits, any other emission reductions, credits, offsets, allowances or benefits, green tags, white tags, tradable Renewable Energy Credits and Green-e® products.

1.6 **"Equipment"** means the personal property installed by ARI at the Facilities as part of a Solar Energy System, solar photovoltaic system, or solar thermal system(s), as those terms are defined in Section 377.803, Florida Statutes, in accordance with Schedule A.

- 1.7 **“Expiration Date”** means the date on which this Contract terminates by reason of expiration of the Contract Term pursuant to Section 2.1.
- 1.8 **“Facilities”** means that portion of the publicly owned or operated buildings or property to which County has granted to ARI a Site License in accordance with Section 3.7 of this Contract to install, own, operate, and maintain the Solar Energy System and as further described on Schedule A. Additional Facilities may be added to Schedule A upon the mutual consent of the Parties via written amendment to this Contract executed by both Parties.
- 1.9 **“Fair Market Value”** means the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the Solar Energy System will be determined pursuant to Section 5.4 of this Contract.
- 1.10 **“Fiscal Year”** means the annual period from October 1st through September 30th.
- 1.11 **“Legally Available Funds”** means funds duly appropriated or otherwise legally available for the purpose of making payments under this Contract.
- 1.12 **“Net metering”** means a metering and billing methodology whereby Customer-owned Renewable Generation is allowed to offset the customer’s electricity consumption on site as defined more specifically pursuant to Section 366.91, Florida Statutes.
- 1.13 **“Non-Appropriation”** means the failure of an appropriation or availability of the governing body of County to appropriate money for any Fiscal Year sufficient for the continued performance by County of all of County’s obligations under this Contract as evidenced by the passage of a final budget which does not include funding sufficient to pay all payments due.
- 1.14 **“Parties”** means both County and ARI collectively.
- 1.15 **“Renewable Energy”** means, as defined more specifically pursuant to Section 366.91, Florida Statutes, electrical energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen produced from sources other than fossil fuels, biomass, solar energy, geothermal energy, wind energy, ocean energy, and hydroelectric power. The term includes the alternative energy resource, waste heat, from sulfuric acid manufacturing operations.
- 1.16 **“Renewable Energy Credits” or “RECs”** means, as defined pursuant to Section 366.92, Florida Statutes, a product that represents the unbundled, separable, renewable attribute of Renewable Energy produced in Florida and is equivalent to one (1) megawatt-hour of electricity generated by a source of Renewable Energy located in Florida.
- 1.17 **“Solar Energy System” or “System”** means each of the systems described in Schedule A.
- 1.18 **“State”** means the State of Florida and all the agencies and branches of state government.
- 1.19 **“Term”** means the term of this Contract as set forth in Article 2 of this Contract.

ARTICLE 2. TERM OF CONTRACT

2.1. Term. The Term shall begin on the date this Contract is fully executed and shall end twenty (20) years after the latest Commencement Date. However, with respect to any Project Identification and Description Form (attached as Schedule A) executed by the Parties, the term for that Solar Energy System shall end on the date identified in the Project Identification and Description Form, which shall be no later than twenty (20) years after the applicable Commencement Date.

2.2. Renewals. Upon mutual agreement of the Parties, the Term may be renewed for a period not exceeding the length of the initial Term (i.e., 20 years) set forth in Section 2.1. In no event may the term for any Solar Energy System installed and operated pursuant to a Project Identification and Description Form executed pursuant to this Contract be renewed for a period in excess of twenty (20) years. The price during any renewal term shall be determined pursuant to Article 4. The costs for the renewal may not be charged to County. Renewals shall be contingent upon satisfactory evaluations of ARI's performance and subject to the availability of funds.

2.3. Suspension of Work. County may in its sole discretion suspend any or all activities under this Contract when in the best interests of County to do so. County shall provide ARI written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Within ninety (90) days thereafter, or any longer period agreed to by ARI, County shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Contract as to the applicable Solar Energy System(s). Suspension of work shall not entitle ARI to any additional compensation.

ARTICLE 3. SCOPE OF SERVICES

3.1 Installation of Solar Energy Systems. ARI shall, at no charge to County, install the applicable Solar Energy System(s) in the Facility(ies) pursuant to specifications set forth in a Project Identification and Description Form attached as Schedule A. Construction and installation shall be completed within the time period set forth in Schedule A, which time period shall be no later than three (3) years after the execution of the Project Identification and Description Form. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the System or render it structurally or operationally unsound. Installation includes the furnishing of any Equipment, rigging, and materials required to install, maintain, and, where necessary, replace the System in the proper location. ARI shall protect the site from damage and shall repair damages or injury caused during installation by ARI or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, ARI shall promptly restore the structure or site to its original condition. ARI shall perform installation work so as to cause the least inconvenience and interference with County and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in original condition, with everything in satisfactory repair and order.

3.2 Interconnection / Net Metering. ARI shall assist County in facilitating interconnection of Solar Energy Systems on the customer side of the meter with the local utility and maintenance of on-going compliance with the Interconnection Agreement between the local utility and County. ARI and County agree to cooperate in order to attempt to qualify County for Net Metering with the local utility; however, ultimate qualification of the Solar Energy System as Customer-owned Renewable Generation sufficient to entitle County for Net Metering is not a material term of this Contract.

3.3 Acceptance of Solar Energy Systems. ARI shall advise County when ARI considers a Solar Energy System to have been substantially completed in accordance with all contractual requirements. County will promptly make an inspection to determine whether the Solar Energy System is complete. If County determines the Solar Energy System is not complete, the Contract Administrator will promptly provide ARI with a specific material performance deficiency list of all items that must be corrected or completed before County would consider the Solar Energy System complete. If ARI receives a deficiency list and once ARI has completed all items on the deficiency list, ARI can request a second inspection by County to verify the Solar Energy System to be installed is complete. When the Solar Energy System to be installed is considered completed, County will promptly provide ARI with a Certificate of Acceptance (Schedule B) executed by the Contract Administrator, which shall establish the Commencement Date. The Parties intend that a County Certificate of Acceptance will be executed for each Solar Energy System as soon as the installation is complete, and County is receiving the benefit of the services described in Section 3.4. Both before and after Acceptance, but prior to exercise of the Early Buyout Option, risk of loss or damage shall remain with ARI. ARI shall be responsible for filing, processing, and collecting all damage claims. County will reasonably assist ARI with all damage claims. If County rejects the System, ARI shall remove it from the premises within ten (10) calendar days after notification of rejection. If ARI does not remove the System within twenty (20) calendar days or provide County with evidence of reasonable attempts to remove the System, it shall be deemed abandoned by ARI, and County shall have the right to dispose of it as its own property. ARI shall reimburse County for costs and expenses incurred in storing or effecting removal or disposition of a rejected System.

3.4 Operation, Monitoring, and Maintenance Services. ARI shall, for the benefit of County, operate, monitor, and maintain the System by providing ongoing remote monitoring of the Solar Energy System during all solar resource hours; providing quarterly inspection of the Solar Energy System for damage, dirt, and other materials that may impact panel performance; providing semi-annual cleaning of the Solar Energy System modules for removal of excess dirt buildup; providing an annual inspection of electric components, including modules, balance of system components, inverter(s) and wire management system, and providing any necessary periodic service, repairs, and adjustments to the Solar Energy Systems to ensure that it continues to provide greenhouse gas emissions-free, Renewable Energy to the grid. County shall incur no cost obligations to ARI for service, repairs, and adjustments beyond the fees set forth in Article 4; provided, however, when the need for ARI maintenance or repairs principally arises due to the negligence or willful misconduct of County or any employee or other agent of County, and ARI can so demonstrate such causal connection, ARI may charge County for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

3.5 Useful Life and Replacement. ARI shall, at no additional cost to County, provide for the replacement or the extension of the useful life of the Solar Energy Systems, including all necessary System components, during the Term. The useful life of each Solar Energy System is identified in Schedule A.

3.6 Records and Data.

(a) If this Contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports, and any other products prepared for the purpose of performing this Contract, shall be made available to, or delivered to, County for its use before any additional payments are made for any reason.

(b) ARI shall be subject to audit by County or its designee. County shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of ARI relating to this Contract at ARI's principal place of business during normal business hours.

(c) If County receives a public records request related to this Contract, ARI shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law.

3.7 Access to the Facilities. County agrees to provide ARI, its Affiliates, employees, and/or agents access to the Facilities during normal business hours for the purpose of design, construction, installation, upgrading, maintenance, and repair of the System, including for provision of all services required under this Contract (hereinafter, the "Site License"). To the extent reasonable and permitted by law, the Site License shall be construed to (i) provide ARI with the exclusive right to use the space occupied by the System, and (ii) allow ARI to apply for and receive the Florida solar rebate. ARI, its Affiliates, employees, and/or agents, as licensee(s) to the Site License ("Site Licensee(s)"), shall be required to sign in at security desk and receive a badge and to be escorted by County building manager, technology staff, or other designated personnel during the length of access. Reasonable after-hours access may be granted provided that Site Licensee submits its reasonable request in advance. If ARI does not have access to the Facilities for emergencies, ARI is not responsible for degradation or loss of service during such time. Notwithstanding the terms of this paragraph, ARI must comply with all laws, rules, regulations, procedures, guidelines, etc., that apply to third-party access to the Facilities.

3.8 Permits and Approvals. ARI shall be responsible for obtaining all governmental permits and approvals as may be required for installation of the Solar Energy Systems and for the performance of its obligations hereunder. County shall cooperate with ARI in obtaining all such permits and approvals. In no event shall County, however, be responsible for payment of any permit fees. The Equipment and the operation of the Equipment by ARI shall at all times conform to all federal, state, and local code requirements. ARI shall furnish copies of each permit or license which is required to perform the work to County before ARI commences the portion of the work requiring such permit or license.

3.9 Performance Standards. ARI shall remain responsible for performing all work performed under this Contract in a professional, timely, and accurate manner. ARI shall perform all such

work so as not to harm the structural integrity of the Facilities or their operating systems. ARI shall repair and restore to its original condition any area of damage caused by ARI's performance under this Contract. County reserves the right to direct ARI to take certain corrective action if the structural integrity of the Facilities or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by ARI's performance of the work shall be borne by ARI.

3.10 Literature. Upon request, and to enable County to prepare for and/or address emergency situations impacting the safety or operation of a Solar Energy System that may arise from time to time, ARI shall furnish literature reasonably related to the System (e.g., user manuals, descriptive brochures, etc.).

3.11 Changes. County may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications including, but not limited to, the capacity of any Solar Energy System, provided that such changes are within the scope of this Contract. The Parties shall make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of each Party, which consent shall not be unreasonably withheld.

3.12 Employees, Subcontractors, and Agents. All ARI employees, subcontractors, or agents performing work under this Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, ARI shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under this Contract must comply with all security and administrative requirements of County and shall comply with all controlling laws and regulations relevant to the services they are providing under this Contract. County may conduct, and ARI shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by ARI. County may refuse access to, or require replacement of, any personnel for cause including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with County's security or other requirements. Such approval shall not relieve ARI of its obligation to perform all work in compliance with this Contract. County may reject and bar from any facility for cause any of ARI's employees, subcontractors, or agents.

3.13 Independent Contractor Status. ARI, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of County or deemed to be entitled to any benefits associated with such employment. During the Term of this Contract, ARI shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide County with certification of such insurance upon request. ARI remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

3.14 Subcontracting. ARI shall be fully responsible for all work performed under this Contract. Should ARI need to subcontract out any services, ARI shall submit a written request to the Contract Administrator. The written request shall include, but be not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;
- D. How ARI plans to monitor the subcontractor's performance;
- E. Certification that the subcontractor has all licenses and / or has satisfied all legal requirements to provide the services to County;
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor that the subcontractor agrees to comply with all terms and conditions of this Contract, including all insurance requirements.

ARTICLE 4. PAYMENTS.

4.1 Service Fees and Buydown Option. County shall pay ARI a single buydown payment in accordance with Schedule A.5 and the fixed fees (the "Service Fees"), as set forth in Schedule A.4 and invoiced in accordance with Section 4.3, for each Solar Energy System constructed, operated, and maintained under this Contract. The total annual Service Fees shall be calculated as follows: by multiplying the total average annual peak sun hours as determined using solar radiation data for the applicable technology, orientation, and location nearest the geographic measuring point supplied by the National Renewable Energy Lab or reasonable equivalent ("Sun Hours"), times the agreed fixed production capacity factor of eighty percent (80%) ("Capacity Factor"), times the total nameplate capacity of the applicable Solar Energy System specified in Schedule A ("Nameplate Capacity"), times the expected average cost savings per kilowatt hour (kWh) utility rate at the applicable Facility as of the date the Schedule A is executed ("Utility Rate").

The County agrees to buy down the Service Fees for each Solar Energy System in a total not-to-exceed amount of Seven Hundred Seventy-One Thousand Six Hundred Fifty-Eight and Seven Hundredths Dollars (\$771,658.07) under the process outlined in Schedule A.4 to reach the rates listed therein. The County shall pay ARI the buydown payment amount listed in Schedule A.5 for each Solar Energy System in accordance with the invoicing and payment provisions of Section 4.3 after completion of installation, connection, and County acceptance by issuance of an executed County Certificate of Acceptance of Solar Energy System (Schedule B).

The Sun Hours and Capacity Factor shall be fixed for the Term of the Contract. The Utility Rate shall be fixed subject to a three percent (3%) escalator every year for the Term of the Contract. The Nameplate Capacity shall be subject to adjustment in accordance with Section 4.2 below.

Service Fees pricing for this Contract shall apply to Solar Energy Systems of various sizes as identified on each Project Identification and Description Form; however, if the aggregate installed Nameplate Capacity of a particular Solar Energy System identified on a prospective Project Identification and Description Form exceeds ten (10) megawatts (MW), the Parties reserve the right to negotiate in good faith for lower Service Fees. The Service Fees are calculated to be a not-to-exceed amount of One Million Five Hundred Ninety-Five Thousand Five Hundred Twenty-One Dollars (\$1,595,521) payable over twenty (20) years as described in Schedule A.4. and expected to be offset by County energy cost savings over the twenty (20) year life of the three (3) projects.

4.2 Service Fees Adjustment. Within ninety (90) days after the first anniversary of the Commencement Date for each Solar Energy System, the Parties agree to undertake an evaluation of ARI's services performance ("Services Performance"). The Parties agree that the evaluation shall include measuring the actual capacity performance of the Equipment and the services ("Actual Capacity"). If the Actual Capacity is lower than the Nameplate Capacity, the Service Fees shall be adjusted prospectively by using the Actual Capacity instead of the Nameplate Capacity.

4.3 Invoicing and Payment. ARI may invoice for the buydown amounts associated with each Solar Energy System listed in Schedule A.5 once within thirty (30) days after the Commencement Date for each Solar Energy System constructed and accepted by County under this Contract. ARI may invoice for Service Fees quarterly beginning thirty (30) days after the Commencement Date for each Solar Energy System accepted, operated, and maintained under this Contract. All invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. In the event County fails to make payment within forty (40) days after the due date, County shall pay, as late charges, any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes. County shall not be required to begin any payments to ARI under this Contract unless and until County issues a Certificate of Acceptance. County shall pay ARI pursuant to Sections 215.422 and 287.0585, Florida Statutes.

If ARI's services are not rendered for an entire quarter, the Service Fees shall be prorated based on the number of days those services were rendered. ARI may not bill County for any additional expenses incurred under this Contract unless agreed to in advance in writing. Any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes, and County may establish rates lower than the maximum rates provided therein.

4.4 Revenue Sharing. Upon ARI's entering into any transaction for the sale of Renewable Energy Credits created by generation from a Solar Energy System, where the price per REC is greater than or equal to Three Hundred Seventy-Five Dollars (\$375.00), ARI shall share with County one-half of the value exceeding \$375/REC that is actually received by ARI ("Revenue Sharing"); provided, however that payments for Revenue Sharing shall be applied solely to offset the fees due under Section 4.1, and in no event shall Revenue Sharing payments exceed the amount of such fees.

4.5 Performance Guarantee. ARI agrees to the terms of the Services Performance Guarantee set forth in Schedule A.7. ARI further agrees that County may offset any money County is owed under the Services Performance Guarantee against any amount due to ARI under this Contract.

4.6 Annual Appropriations. The continuation of this Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.7 Best Pricing Offer. During the Contract Term, if County becomes aware of better pricing offered by ARI for substantially the same services as those set forth in this Contract, but otherwise upon the same or similar terms of the Contract, then at the discretion of County the price under the Contract shall be immediately reduced to the lower price.

ARTICLE 5. TERMINATION / PURCHASE OPTION

5.1 Termination for Non-Appropriation. Either Party may terminate this Contract with respect to a Solar Energy System for which an appropriation has not occurred pursuant to Section 4.6. The termination shall be effective as of the last day for which funds were appropriated and ARI may, by written notice to County, request that all Equipment in that Solar Energy System be delivered in a reasonable manner to ARI or ARI's designee at a place in County designated by ARI. If County fails or refuses to voluntarily deliver such Equipment to ARI, then ARI shall have the right, to the extent permitted by law, to obtain a judgment against County from Legally Available Funds for compensatory damages.

5.2 ARI Options upon County Termination. In the event of a termination by County, including for Non-Appropriation under Section 5.1 above, of some but not all of the Solar Energy Systems operated under this Agreement, ARI may:

(a) Elect to terminate this Contract with respect to all, but not less than all, of the remaining Solar Energy Systems. This election shall be made by written notice to County within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, County shall pay to ARI any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section, County shall comply with Section 5.1 regarding the return of the Equipment.

(b) Elect to assign this Contract, or rights to the use of the Solar Energy Systems, to a third party. In such case, County shall continue to have the duty to provide access to the Facilities where the remaining Solar Energy Systems are situated in accordance with this Contract and the Site License. ARI or its Affiliate shall have access and the right to continue to operate and maintain the remaining Solar Energy System(s) or to reconfigure the Equipment so as to redirect the flow of energy produced by the Solar Energy System(s).

5.3 Termination upon Default. This Contract is subject to termination upon the occurrence of an event of default, as provided in Article 11 below.

5.4 County Purchase Option. After any of the Commencement Dates for each Solar Energy System, County shall have the option to purchase (the "Purchase Option") such Solar Energy System by paying ARI or its Affiliate the Fair Market Value thereof no later than one-hundred and eighty (180) days after the date County notifies ARI of its intent to exercise the Purchase Option. The "Fair Market Value" of a Solar Energy System shall be the value determined by the mutual agreement of County and ARI within ten (10) days after receipt by ARI of notification from County of its intent to exercise a Purchase Option. If County and ARI cannot mutually agree to a Fair Market Value, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value such Equipment. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the

appraisal shall be borne by the Parties equally. To the extent transferable, the remaining period, if any, on all warranties for the relevant Solar Energy System will be transferred from ARI to County at County's sole expense. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be jointly selected by the appraiser firm proposed by County and the appraiser firm proposed by ARI. Upon receipt by ARI of payment of the Fair Market Value, title to the relevant Solar Energy System shall transfer to County as-is, where-is. If County exercises the Purchase Option for a particular Solar Energy System but fails to pay the Fair Market Value in a timely manner, ARI may remove all of its Equipment from the applicable Facility at ARI's cost by a mutually convenient date but in no case later than two hundred seventy (270) days after the date County notified ARI its intent to exercise the Purchase Option. Upon removing such Equipment, ARI shall leave each Facility in neat and clean order.

ARTICLE 6. WARRANTIES

6.1 Equipment Warranties. ARI covenants and agrees that all materials and Equipment to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and Equipment performance. ARI further agrees to deliver to County for inspection and approval, upon a request from County, all such written warranties and to obtain extended OEM warranties for a minimum of twenty (20) years.

All warranties shall be eligible to be transferred to and to extend to County. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessary. The original warranties shall be in force for a minimum of one (1) year from the Commencement Date.

Notwithstanding the above, nothing in this Article shall be construed to alleviate/relieve ARI from complying with its obligations to perform under all terms and conditions of this Contract.

6.2 Labor Warranties. ARI warrants that all work performed under this Contract complies with customary, reasonable, and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with County supplied specifications and standards.

ARTICLE 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Indemnification by ARI. ARI shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by ARI, its agents, employees, partners, or subcontractors; provided, however, that the ARI shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of County.

Further, ARI shall fully indemnify, defend, and hold harmless County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right; provided, however, that the foregoing obligation shall not apply to County's misuse or modification of the System. If any part of the System is the subject of an infringement suit, or in ARI's opinion is likely to become the subject of such a suit, ARI may at its sole expense procure for County the right to continue using the product or to modify it to become non-infringing. If ARI is not reasonably able to modify or otherwise secure County the right to continue using the System, ARI shall remove the System at ARI's sole expense. County shall not be liable for any royalties.

ARI's obligations under the preceding two paragraphs with respect to any legal action are contingent upon County giving ARI (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at ARI's sole expense, and (3) assistance in defending the action at ARI's sole expense. ARI shall not be liable for any cost, expense, or compromise incurred or made by County in any legal action without ARI's prior written consent, which shall not be unreasonably withheld.

7.2 Indemnification by County. The Parties agree that ARI shall not be responsible for damages resulting solely and exclusively from County's negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Contract or any other contract. County is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.3 Limitation of Liability. With respect to each Solar Energy System installed under this Contract, ARI's liability for all claims of direct damages, regardless of the basis on which the claim is made, shall be limited to (i) the amount payable for such claims under any insurance policy required under Article 10 of this Contract; plus (ii) One Hundred Thousand Dollars (\$100,000). This limitation shall not apply to claims arising under the indemnity provisions contained in this Contract.

Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records, even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. County may, in addition to other remedies available to it at law or equity and upon notice to ARI, retain such monies from amounts due ARI as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. County may set off any liability or other obligation of ARI or its Affiliates to County against any payments due ARI under any contract with County.

ARTICLE 8. OWNERSHIP

8.1 Ownership / License of Certain Proprietary Property Rights. ARI or its Affiliate shall remain the owner of the Solar Energy System(s) and all Equipment it installs, including for purposes of ownership and qualification for all tax incentives and rebates, and shall own all

Renewable Energy Credits and Environmental Attributes generated by or associated with each Solar Energy System. So long as this Contract remains in good standing, County shall be entitled to a license to the beneficial enjoyment of the services provided by ARI through the continued operation of the Solar Energy System. Moreover, provided that there is no conflict with ARI's ownership rights of the Solar Energy System, County's rights under this Contract include the right to assert that it owns the output of the Solar Energy System(s) sufficient to qualify the System as Customer-owned Renewable Generation for purposes of Net Metering for the Term of this Contract. In the event that transfer of ownership to County occurs for any reason, County shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Solar Energy System. Moreover, in the event that transfer of ownership to County occurs for any reason, ARI shall grant to County all rights ARI has for any and all software or other intellectual property rights necessary for County to operate, maintain, and repair the Solar Energy System.

8.2 Ownership of Existing Equipment. Ownership of the Equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of County.

8.3 Transfer of Ownership of Installed Equipment; Risk of Loss. Upon County's execution of the Purchase Option pursuant to Section 5.4 and issuance of a Certificate of Purchase of Solar Energy System pursuant to Schedule C, County shall have all legal title to and ownership of all underlying Equipment and ARI shall take all actions necessary to vest such title and ownership in County. Prior to this date, the risk of loss or damage to all items shall be the responsibility of ARI, unless loss or damage results from negligence by County, and ARI shall be responsible for filing, processing, and collecting all damage claims.

8.4 Ownership upon Expiration. Upon the Expiration Date for a particular Solar Energy System, County shall have the final option to purchase the Solar Energy System at Fair Market Value in accordance with the procedures set forth in Section 5.4, and, if purchased, ARI shall have no further obligation or liability associated with the System or the Equipment. If County chooses not to purchase any Solar Energy System, then ARI shall remove all of the Equipment from the applicable Facility by a mutually convenient date but in no case later than one hundred eighty (180) days after the final Expiration Date, and in such case the Facility shall be returned to its original condition, except for Solar Energy System support structures, electric/wiring components, and ordinary wear and tear, and ARI shall leave each Facility in neat and clean order.

ARTICLE 9. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

9.1 Changes to Solar Energy Systems and Facilities by County; Emergencies. To the extent ARI remains responsible for operation and maintenance under Article 3, County shall not move, remove, modify, alter, or otherwise change in any way the Solar Energy Systems or any part thereof without the prior written approval of ARI, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, County may take reasonable steps to change a Solar Energy System if, due to an emergency, it is not possible or reasonable to notify ARI before taking any such actions. In the event of such an emergency, County shall take reasonable steps to protect

the Solar Energy System from damage or injury and shall follow instructions for emergency action provided in advance by ARI. County agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the Solar Energy System.

9.2 Changes to Solar Energy Systems by ARI. Notwithstanding anything to the contrary in this Contract or elsewhere, ARI shall at all times have the right, subject to County's prior written approval, which approval shall not be unreasonably withheld, to change the Solar Energy System or revise any procedures for the operation of the Equipment, provided that (i) such modifications or additions to, or replacement of the Solar Energy System, and any operational changes, or new procedures improve the efficiency or performance of the Solar Energy System, and (ii) any cost incurred shall be the responsibility of ARI.

ARTICLE 10. INSURANCE

During the Contract Term, ARI at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Contract, which, as a minimum, shall be:

- (a) Workers' compensation and employer's liability insurance per Florida statutory limits covering all employees engaged in any Contract work;
- (b) General liability coverage on an occurrence basis in the minimum amount of One Million Dollars (\$1,000,000) (defense cost shall be in excess of the limit of liability), naming County as an additional insured;
- (c) Equipment and property insurance for property and Equipment installed pursuant to this Contract, in the minimum amount of eighty percent (80%) of the replacement cost for such property and Equipment for each Solar Energy System; and
- (d) Automobile liability insurance covering all vehicles, owned or otherwise, used in this Contract work, with minimum combined limits of Three Hundred Thousand Dollars (\$300,000), including hired and non-owned liability.

Policies for Bodily Injury and Property Damage Liability Insurance shall be written to include Contractual Liability Insurance to protect County and ARI against claims from the operations of subcontractors. Certificates of ARI's insurance containing evidence of the Hold Harmless Clause protecting County shall be sent to County Contract Administrator within thirty (30) days of execution of the Contract and shall be subject to County approval for adequacy of protection.

Providing and maintaining adequate insurance coverage throughout the Term is a material obligation of ARI and is of the essence of this Contract. Upon request, ARI shall provide certificate of insurance. This Contract shall not limit the types of insurance ARI may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by ARI shall not be interpreted as limiting ARI's liability and obligations under this Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

ARTICLE 11. EVENTS OF DEFAULT

The following are events of default under this Contract:

- (a) Any failure by either party to pay any payment required to be paid when due. County's failure to pay for reason of Non-Appropriation shall not constitute an event of default, and shall be governed by Article 5 of this Contract.
- (b) Any failure by either party to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under this Contract, other than as referred to in Clause (a) of this Article.
- (c) ARI initiates a proceeding in any court seeking liquidation, reorganization, debt arrangement, dissolution, winding up, or appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such proceeding continues undismissed, unstayed, and in effect for a period of sixty (60) consecutive days; or an order for relief is entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

ARTICLE 12. REMEDIES UPON DEFAULT

12.1 Opportunity to Cure Defaults. Each party shall have a period of forty (40) days after being notified of an event of default to cure said default, provided that the party has not already failed to cure a default under the terms of this Contract.

12.2 Remedies upon Default by County. If a default by County is not cured in accordance with Section 12.1, ARI may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by County, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

12.3 Remedies upon Default by ARI. Rule 60A-1.006(3), F.A.C. currently governs the procedure and consequences of a default by ARI. If any part of this Contract is terminated, ARI shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, ARI shall not be liable for any excess costs if the failure to perform this Contract arises from events completely beyond the control, and without the fault or negligence, of ARI. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both ARI and the subcontractor, and without the fault or negligence of either, ARI shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for ARI to meet the required delivery dates. If, after termination, it is determined that ARI was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of County. The rights and remedies of County in this clause are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 13. ASSIGNMENT

13.1. Assignment by ARI. ARI acknowledges that County is induced to enter into this Contract by, among other things, the professional qualifications of ARI. ARI agrees that, except as provided herein, neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of County, which approval will not be unreasonably withheld; provided ARI can without prior approval from County assign this Contract to its parent or Affiliates.

ARI may, with prior written approval of County, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, ARI shall remain jointly and severally liable with its assignees(s) or transferee(s) to County for all of its obligations under this Contract.

13.2. Assignment by County. County may transfer or assign this Contract and its rights and obligations herein to a successor or a purchaser of the Facilities.

ARTICLE 14. REPRESENTATIONS AND WARRANTIES

14.1. Mutual Representations. Each party warrants and represents that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (b) Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (c) Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

14.2. County Representations. County hereby warrants and represents that:

- (a) It has provided or shall provide timely to ARI, all records relating to its electrical use and fees, or any maintenance of Facilities requested by ARI and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

(b) It has not entered into any leases, contracts, or agreements with other persons or entities regarding the licensing or provision of a Solar Energy System for the Facilities or with regard to servicing any of the Equipment to be located in the Facilities.

14.3. ARI Representations. ARI hereby warrants and represents that:

(a) it has provided proof and documentation of required insurance pursuant to Article 10, and has made available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(b) it shall use qualified subcontractors and delegees, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;

(c) it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform its obligations under this Contract; and

(d) to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish ARI's ability to satisfy its Contract obligations. ARI warrants that neither it nor any Affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. ARI shall immediately notify County in writing if its ability to perform is compromised in any manner during the Term of this Contract.

ARTICLE 15. MISCELLANEOUS

15.1. Waiver of Liens. Prior to transfer of ownership in the Solar Energy System to County, ARI will obtain and furnish to County a Waiver of Liens from each vendor, material manufacturer, and laborer in the supply, installation, and servicing of each Solar Energy System. Should liens or claims be filed against the Facilities by reason of ARI's acts or omissions, ARI shall cause same to be discharged by bond or otherwise within ten (10) days after filing.

15.2. Financing/Classification as Personal Property. ARI may pledge its interest in this Contract, including any rights to payment and any Equipment, as security for loans or financing against its personal property. County acknowledges that ARI may finance the acquisition and installation of each Solar Energy System with financing accommodations from one (1) or more financial institutions and that ARI's obligations will be secured by, among other collateral, a pledge or collateral assignment of this Agreement and ARI's rights to payment and a first security right in the Equipment. In order to facilitate such financing, and with respect to any lender or financier and any Solar Energy System, County acknowledges and agrees that the Equipment is ARI's personal property, is not considered a fixture to the Site, and acknowledges that it has been advised that part of the collateral securing financial accommodations of ARI may be the granting of a first priority security interest ("Security Interest") in the Equipment to a lender, which may be perfected by any requisite filing under the Uniform Commercial Code ("UCC"). Such filings shall not create any interest in or lien upon the real property underlying the Facility or the Site License or the interest of County and shall expressly disclaim the creation of such an interest or a lien.

15.3. Compliance with Law and Standard Practices. ARI shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of County relative to the Facilities. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code, govern this Contract. By way of further non-exhaustive example, ARI shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

Further, ARI shall not use, store, dispose of, or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause County any cost, loss, obligation or liability or expose County to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant," or other similar term in any applicable federal, state, or local law or regulation, as such law or regulations may be now or hereafter amended.

15.4. Independent Capacity of ARI. The Parties agree that ARI, and any agents and employees of ARI, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of County.

15.5. No Waiver. The failure of ARI or County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ARI or County.

15.6. Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

15.7. Complete Contract; Modifications; Incorporation of ARI's Response to State's ITN. This Contract, when executed, shall constitute the entire Contract between both Parties and this Contract may not be amended, modified, or terminated except by a written agreement signed by the Parties. The terms, conditions, and representations contained in ARI's Response to the State's ITN dated September 22, 2008 ("ITN"), are hereby incorporated into this Contract; provided that in the event of any conflict, the terms, conditions, and representations of this signed document shall supersede and prevail over those of the Response to ITN. No oral agreements or representations shall be valid or binding upon County or ARI.

15.8. Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

15.9. Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

15.10. Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered to a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. County's Contract Administrator for this project will serve as liaison for the ongoing administration of this Contract and the resolution of any problems related thereto.

FOR COUNTY:

Broward County Resilient Environment Department
Attn: Jennifer Jurado
Governmental Center, Room 329B
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR ARI:

Clint Sockman
1950 NW 22nd St
Fort Lauderdale Florida 33311
Email address: clints@agt.com

15.11. Statutory Notices and Requirements. County shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or Affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a company, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes.

Wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto will be adjusted to exclude any significant sums by which County determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Contract adjustments must be made within one (1) year following the end of this Contract.

ARI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ARI to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ARI any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation

of this provision, County shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.12. Public Records. County shall have the right of unilateral cancellation for refusal by ARI to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.0701, Florida Statutes. If, under this Contract, ARI is providing services and is acting on behalf of a public agency, ARI shall:

- 15.12.1. Keep and maintain public records required by the public agency to perform the service.
- 15.12.2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or all the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or is otherwise provided by law.
- 15.12.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract Term and following the completion of the Contract if ARI does not transfer the records to the public agency.
- 15.12.4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of ARI or keep and maintain public records required by the public agency to perform the service. If ARI transfers all public records to the public agency upon completion of the Contract, ARI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ARI keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF ARI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN SECTION 15.10, ABOVE, REGARDING NOTICE.

15.13. Force Majeure. Neither party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions, or revolutions in

the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party ("Force Majeure Events"); provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event ARI is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by ARI to County in writing within ten (10) business days after the start of the occurrence of such delay, no payment shall be made by County for any fees or expenses incurred by ARI by reason of such delay, and ARI shall use best efforts to perform its obligations during such period of delay, and notify County of its abatement or cessation.

15.14. Lobbying and Integrity. County shall ensure compliance with Sections 11.062 and 216.347, Florida Statutes. ARI shall not, in connection with this or any other agreement with County, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of County, Florida's Inspector General, or other authorized State official, ARI shall provide any type of information County deems relevant to ARI's integrity or responsibility. Such information may include, but shall not be limited to, ARI's business or financial records, documents, or files of any type or form that refer to or relate to this Contract. ARI shall retain such records for at least three (3) years after the expiration of this Contract. ARI agrees to reimburse County for the reasonable costs of investigation incurred by County, the Inspector General, or other authorized State official for investigations of ARI's compliance with the terms of this or any other agreement between ARI and County which results in the suspension or debarment of ARI. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. ARI shall not be responsible for any costs of investigations that do not result in ARI's suspension or debarment.

15.15. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), Florida Statutes requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in Section 946.515(2) and (4) of the Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

15.16. Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes, requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

15.17. Security and Confidentiality. ARI shall comply fully with all security procedures of the United States, State of Florida, and County in performance of this Contract. ARI shall not divulge to third parties any confidential information obtained by ARI or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of County. ARI shall not be required to keep confidential information or material that is publicly available through no fault of ARI, material that ARI developed independently without relying on County's confidential information, or material that is otherwise obtainable under Florida law as a public record. To ensure confidentiality, ARI shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive this Contract.

15.18. Dispute Resolution. Any dispute concerning performance of this Contract shall be decided by County's Contract Administrator, who shall reduce the decision to writing and serve a copy on ARI. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, ARI files with County a petition for administrative hearing. County's decision on the petition shall be final, subject to ARI's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to ARI's ability to pursue any other form of dispute resolution; provided, however, that the Parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Contract shall be the appropriate state court in Broward County, Florida; in any such action, Florida law shall apply, and the Parties waive any right to jury trial.

15.19. Advertising. Subject to Chapter 119, Florida Statutes, ARI shall not publicly disseminate any information concerning this Contract without prior written approval from County including, but not limited to, mentioning this Contract in a press release or other promotional material, identifying County as a reference, or otherwise linking ARI's name and either a description of this Contract or the name of the State or County in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

15.20. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of ARI, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-DMS purchases are independent of the agreement between DMS and ARI,

and DMS shall not be a party to any transaction between ARI and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires DMS to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

15.21. E-Verify. ARI represents that ARI and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If ARI violates this section, County may immediately terminate this Agreement for cause and ARI shall be liable for all costs incurred by County due to the termination.

15.22. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. ARI represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. ARI represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. ARI represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

15.23. Prohibited Telecommunications Equipment. ARI represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. ARI represents and certifies that ARI and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

15.24. Cooperation with the Inspector General. Pursuant to Section 20.055(5), Florida Statutes, ARI and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

15.25. Public Entity Crime Act. ARI represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. ARI further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ARI has been placed on the convicted vendor list.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of December, 2021, and Advanced Roofing, Inc., a Florida corporation, signing by and through its President _____, duly authorized to execute same.

COUNTY

WITNESS:


(Signature) _____
Ariel Walker

(Print Name of Witness)


(Signature) _____
Christina Daly

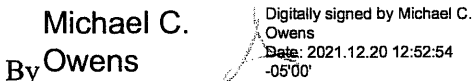
(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By 
County Administrator

22nd day of December, 2021

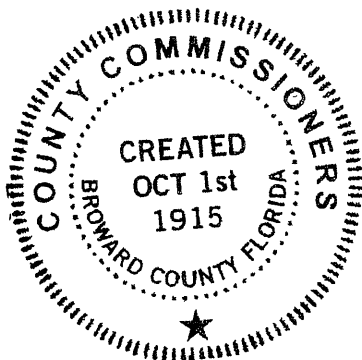
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Michael C. Owens
By 
Digitally signed by Michael C. Owens
Date: 2021.12.20 12:52:54 -05'00'

Michael C. Owens (Date)
Senior Assistant County Attorney

MAITE AZCOITIA
By 
Digitally signed by MAITE AZCOITIA
Date: 2021.12.20 17:55:28 -05'00'

Maite Azcoitia (Date)
Deputy County Attorney



MCO
Solar Energy Services Agreement.doc
12/14/2021
iManage #388296

ADVANCED ROOFING, INC.

WITNESSES:

Debbie Giuliani
Signature

Debbie Giuliani
Print Name of Witness above

Tomara Martin
Signature

Tomara Martin
Print Name of Witness above

By: Robert P. Kornahrens
Authorized Signor

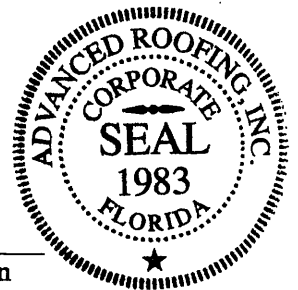
Robert P. Kornahrens, President
Print Name and Title

17 day of December 20 21

ATTEST:

Clint Sockman
Corporate Secretary or other person
authorized to attest

Clint Sockman, V.P.
(CORPORATE SEAL OR NOTARY)



Schedule A
Project Identification and Description Form

The Solar Energy Services Contract ("Contract" or "Agreement") entered into on , 2021, by and between **Advanced Roofing, Inc.** ("ARI"), having its principal offices at 1950 NW 22nd Street, Fort Lauderdale, FL 33311, and **Broward County**, a political subdivision of the State of Florida ("County"), for the purpose of providing services designed to reduce energy related operating costs, promote Renewable Energy, and lower greenhouse gas emissions for County and the State of Florida, is hereby supplemented and amended on the date last signed below by this Project Identification & Description Form which is fully incorporated into the Contract as follows:

The Parties hereby agree that the attached Schedules A.1 - A.7 adequately describe the Facilities where this Solar Energy System will be installed, the Solar Energy System specifications, the construction and installation schedule, the ongoing services to be performed, and the Service Fees associated therewith.

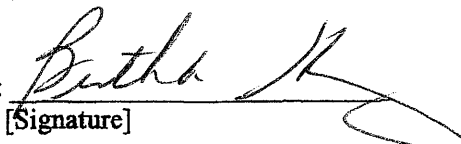
IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date last executed below

ADVANCED ROOFING, INC.:

By: 
[Signature] Robert P. Kornahrens
Title: President

Date: 12/17/21

BROWARD COUNTY:

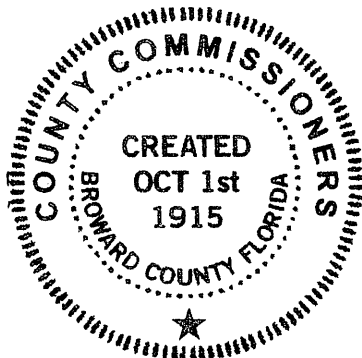
By: 
[Signature]
Title: County Administrator
Date: 12/22/2021

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

Michael C.
Owens

Digitally signed by Michael
C. Owens
Date: 2021.12.20 12:53:11
-05'00'

Michael C. Owens (Date)
Senior Assistant County Attorney



**Schedule A.1
Facility Information Form**

Facility Name	Address	Description	Owner of Facility	Owner of System	Contract Administrator
Broward County New Parks Administration Building	4701 NW 33rd Ave Oakland Park, FL 33309	Office Building	Broward County 115 S. Andrews Ave., Ft. Lauderdale, FL 33301	ARI BROWARD SOLAR 1 LLC	Jennifer Jurado 954-519-1464 jjurado@broward.org
Broward County Property Appraiser	1809 NW 49th Street Fort Lauderdale, FL 33301	Office Building	Broward County 115 S. Andrews Ave., Ft. Lauderdale, FL 33301	ARI BROWARD SOLAR 1 LLC	Jennifer Jurado 954-519-1464 jjurado@broward.org
Broward County TY Park	3300 N Park Road Hollywood, FL 33021	Engineered Solar Structure	Broward County 115 S. Andrews Ave., Ft. Lauderdale, FL 33301	ARI BROWARD SOLAR 1 LLC	Jennifer Jurado 954-519-1464 jjurado@broward.org

**Schedule A.2
System Information**

Facility Name	Module Manufacturer's DC Power Rating (STC) in Watts for Total System (the "Nameplate Capacity"):	Number of Modules:	DC Wattage (STC) per Module:	Inverter Capacity:	Peak Sun Hours (based on NREL data):
Broward County New Parks Administration Building	84,000 WATTS	175	395	2 INVERTERS @ 36,000 WATTS (69,000 WATTS TOTAL)	5.67 DAILY
Broward County Property Appraiser	105,860 WATTS	268	395	2 INVERTERS @ 30,000 WATTS (60,000 WATTS TOTAL)	5.67 DAILY
Broward County TY Park	231,075 WATTS	585	395	3 INVERTERS @ 60,000 WATTS (180,000 WATTS TOTAL)	5.77 DAILY

All locations have the same specifications as listed below:

Module Manufacturer: HANWHA Q CELLS, **Inverter Manufacturer:** CHINT, **Data Monitoring System:** CHINT, **System Warranty:** 25 years and **Useful Life of the System:** 25 years.

**Schedule A.3
Construction & Installation Schedule**

<u>Construction and Installation Schedule¹</u>	
Estimated Start Date:	TBD
Estimated Date of Substantial Completion:	
Date of Inspection:	
Deficiency List Identified (If Any):	
Date of Second Inspection (If Any):	
Estimated Date of Final Completion / Execution of Certificate of Acceptance (the "Commencement Date"):	
Estimated Date of Services Performance Review (after first anniversary of Commencement Date):	
Expiration Date (up to twenty (20) years after Commencement Date and subject to renewal as provided in Section 2.2):	

¹ In addition to information below, additional documentation, such as a flowchart, may be attached.

Schedule A.4
Services & Fee Schedule

In accordance with Section 4 of the Contract, the Services Fee is calculated as follows: Peak Sun Hours x 0.80 x Nameplate Capacity x Utility Rate. The Service Fees Adjustment, applicable to the remaining Term, shall be determined within ninety (90) days of the Anniversary Date based on actual Services Performance.

County has opted to buydown the Service Fees to achieve annual billing costs across the Solar Energy Systems consistent with traditional billing and energy rates of \$0.085/kWh. The total maximum buydown for the three (3) additional projects is a total not-to-exceed amount of Seven Hundred Seventy-One Thousand Six Hundred Fifty-Eight and Seven Hundredths Dollars (\$771,658.07) payable only upon completion of installation, connection, and County acceptance of the installation and connection of each Solar Energy System. The Service Fees buydown shall be based on total installed capacity in accordance with the Broward County Solar Energy Services Interactive Pricing Matrix (Schedule A.5), with a proportional reduction in buydown amount for every 10kW/DC of installed capacity.

Broward County New Parks Administration Building²

Year	Quarter	Service Start Date	Service End Date	Total Service Days	Utility Rate	Service Fee	
						Quarterly	Annual
1	1	01/01/19	03/31/19	90	\$ 0.0850	\$ 2,955.96	Annual Total
	2	04/01/19	06/30/19	91	\$ 0.0850	\$ 2,988.80	
	3	07/01/19	09/30/19	92	\$ 0.0850	\$ 3,021.65	
	4	10/01/19	12/31/19	92	\$ 0.0850	\$ 3,021.65	\$ 11,988.06
2	1	01/01/20	03/31/20	91	\$ 0.0876	\$ 3,078.47	Annual Total
	2	04/01/20	06/30/20	91	\$ 0.0876	\$ 3,078.47	
	3	07/01/20	09/30/20	92	\$ 0.0876	\$ 3,112.30	
	4	10/01/20	12/31/20	92	\$ 0.0876	\$ 3,112.30	\$ 12,381.53
3	1	01/01/21	03/31/21	90	\$ 0.0902	\$ 3,135.98	Annual Total
	2	04/01/21	06/30/21	91	\$ 0.0902	\$ 3,170.82	
	3	07/01/21	09/30/21	92	\$ 0.0902	\$ 3,205.67	
	4	10/01/21	12/31/21	92	\$ 0.0902	\$ 3,205.67	\$ 12,718.13
4	1	01/01/22	03/31/22	90	\$ 0.0929	\$ 3,230.06	Annual Total
	2	04/01/22	06/30/22	91	\$ 0.0929	\$ 3,265.95	
	3	07/01/22	09/30/22	92	\$ 0.0929	\$ 3,301.84	
	4	10/01/22	12/31/22	92	\$ 0.0929	\$ 3,301.84	\$ 13,099.68
5	1	01/01/23	03/31/23	90	\$ 0.0957	\$ 3,326.96	Annual Total
	2	04/01/23	06/30/23	91	\$ 0.0957	\$ 3,363.93	
	3	07/01/23	09/30/23	92	\$ 0.0957	\$ 3,400.89	
	4	10/01/23	12/31/23	92	\$ 0.0957	\$ 3,400.89	\$ 13,492.67
6	1	01/01/24	03/31/24	91	\$ 0.0985	\$ 3,464.84	Annual Total
	2	04/01/24	06/30/24	91	\$ 0.0985	\$ 3,464.84	
	3	07/01/24	09/30/24	92	\$ 0.0985	\$ 3,502.92	
	4	10/01/24	12/31/24	92	\$ 0.0985	\$ 3,502.92	\$ 13,935.52
7	1	01/01/25	03/31/25	90	\$ 0.1015	\$ 3,529.57	Annual Total
	2	04/01/25	06/30/25	91	\$ 0.1015	\$ 3,568.79	
	3	07/01/25	09/30/25	92	\$ 0.1015	\$ 3,608.01	
	4	10/01/25	12/31/25	92	\$ 0.1015	\$ 3,608.01	\$ 14,314.37
8	1	01/01/26	03/31/26	90	\$ 0.1045	\$ 3,635.46	Annual Total
	2	04/01/26	06/30/26	91	\$ 0.1045	\$ 3,675.85	
	3	07/01/26	09/30/26	92	\$ 0.1045	\$ 3,716.25	
	4	10/01/26	12/31/26	92	\$ 0.1045	\$ 3,716.25	\$ 14,743.80
9	1	01/01/27	03/31/27	90	\$ 0.1077	\$ 3,744.52	Annual Total
	2	04/01/27	06/30/27	91	\$ 0.1077	\$ 3,786.13	
	3	07/01/27	09/30/27	92	\$ 0.1077	\$ 3,827.73	
	4	10/01/27	12/31/27	92	\$ 0.1077	\$ 3,827.73	\$ 15,186.12
10	1	01/01/28	03/31/28	91	\$ 0.1109	\$ 3,899.71	Annual Total
	2	04/01/28	06/30/28	91	\$ 0.1109	\$ 3,899.71	
	3	07/01/28	09/30/28	92	\$ 0.1109	\$ 3,942.57	
	4	10/01/28	12/31/28	92	\$ 0.1109	\$ 3,942.57	\$ 15,684.55

² Table dates to be adjusted to reflect actual Service Start Date after Certificate of Acceptance (see Schedule B).

11	1	01/01/29	03/31/29	90	\$ 0.1142	\$ 3,972.56	Annual Total
	2	04/01/29	06/30/29	91	\$ 0.1142	\$ 4,016.70	
	3	07/01/29	09/30/29	92	\$ 0.1142	\$ 4,060.84	
	4	10/01/29	12/31/29	92	\$ 0.1142	\$ 4,060.84	\$ 16,110.95
12	1	01/01/30	03/31/30	90	\$ 0.1177	\$ 4,091.74	Annual Total
	2	04/01/30	06/30/30	91	\$ 0.1177	\$ 4,137.20	
	3	07/01/30	09/30/30	92	\$ 0.1177	\$ 4,182.67	
	4	10/01/30	12/31/30	92	\$ 0.1177	\$ 4,182.67	\$ 16,594.28
13	1	01/01/31	03/31/31	90	\$ 0.1212	\$ 4,214.49	Annual Total
	2	04/01/31	06/30/31	91	\$ 0.1212	\$ 4,261.32	
	3	07/01/31	09/30/31	92	\$ 0.1212	\$ 4,308.15	
	4	10/01/31	12/31/31	92	\$ 0.1212	\$ 4,308.15	\$ 17,092.11
14	1	01/01/32	03/31/32	91	\$ 0.1248	\$ 4,389.16	Annual Total
	2	04/01/32	06/30/32	91	\$ 0.1248	\$ 4,389.16	
	3	07/01/32	09/30/32	92	\$ 0.1248	\$ 4,437.39	
	4	10/01/32	12/31/32	92	\$ 0.1248	\$ 4,437.39	\$ 17,653.10
15	1	01/01/33	03/31/33	90	\$ 0.1286	\$ 4,471.15	Annual Total
	2	04/01/33	06/30/33	91	\$ 0.1286	\$ 4,520.83	
	3	07/01/33	09/30/33	92	\$ 0.1286	\$ 4,570.51	
	4	10/01/33	12/31/33	92	\$ 0.1286	\$ 4,570.51	\$ 18,133.02
16	1	01/01/34	03/31/34	90	\$ 0.1324	\$ 4,605.29	Annual Total
	2	04/01/34	06/30/34	91	\$ 0.1324	\$ 4,656.46	
	3	07/01/34	09/30/34	92	\$ 0.1324	\$ 4,707.63	
	4	10/01/34	12/31/34	92	\$ 0.1324	\$ 4,707.63	\$ 18,677.01
17	1	01/01/35	03/31/35	90	\$ 0.1364	\$ 4,743.45	Annual Total
	2	04/01/35	06/30/35	91	\$ 0.1364	\$ 4,796.15	
	3	07/01/35	09/30/35	92	\$ 0.1364	\$ 4,848.86	
	4	10/01/35	12/31/35	92	\$ 0.1364	\$ 4,848.86	\$ 19,237.32
18	1	01/01/36	03/31/36	91	\$ 0.1405	\$ 4,940.04	Annual Total
	2	04/01/36	06/30/36	91	\$ 0.1405	\$ 4,940.04	
	3	07/01/36	09/30/36	92	\$ 0.1405	\$ 4,994.32	
	4	10/01/36	12/31/36	92	\$ 0.1405	\$ 4,994.32	\$ 19,868.72
19	1	01/01/37	03/31/37	90	\$ 0.1447	\$ 5,032.32	Annual Total
	2	04/01/37	06/30/37	91	\$ 0.1447	\$ 5,088.24	
	3	07/01/37	09/30/37	92	\$ 0.1447	\$ 5,144.15	
	4	10/01/37	12/31/37	92	\$ 0.1447	\$ 5,144.15	\$ 20,408.87
20	1	01/01/38	03/31/38	90	\$ 0.1490	\$ 5,183.29	Annual Total
	2	04/01/38	06/30/38	91	\$ 0.1490	\$ 5,240.89	
	3	07/01/38	09/30/38	92	\$ 0.1490	\$ 5,298.48	
	4	10/01/38	12/31/38	92	\$ 0.1490	\$ 5,298.48	\$ 21,021.14

Broward County Property Appraiser³

Year	Quarter	Service Start Date	Service End Date	Total Service Days	Utility Rate	Service Fee	
						Quarterly	Annual
1	1	01/01/19	03/31/19	90	\$ 0.0850	\$ 3,673.38	Annual Total
	2	04/01/19	06/30/19	91	\$ 0.0850	\$ 3,714.20	
	3	07/01/19	09/30/19	92	\$ 0.0850	\$ 3,755.02	
	4	10/01/19	12/31/19	92	\$ 0.0850	\$ 3,755.02	\$ 14,897.61
2	1	01/01/20	03/31/20	91	\$ 0.0876	\$ 3,825.63	Annual Total
	2	04/01/20	06/30/20	91	\$ 0.0876	\$ 3,825.63	
	3	07/01/20	09/30/20	92	\$ 0.0876	\$ 3,867.67	
	4	10/01/20	12/31/20	92	\$ 0.0876	\$ 3,867.67	\$ 15,386.58
3	1	01/01/21	03/31/21	90	\$ 0.0902	\$ 3,897.09	Annual Total
	2	04/01/21	06/30/21	91	\$ 0.0902	\$ 3,940.39	
	3	07/01/21	09/30/21	92	\$ 0.0902	\$ 3,983.70	
	4	10/01/21	12/31/21	92	\$ 0.0902	\$ 3,983.70	\$ 15,804.88
4	1	01/01/22	03/31/22	90	\$ 0.0929	\$ 4,014.01	Annual Total
	2	04/01/22	06/30/22	91	\$ 0.0929	\$ 4,058.61	
	3	07/01/22	09/30/22	92	\$ 0.0929	\$ 4,103.21	
	4	10/01/22	12/31/22	92	\$ 0.0929	\$ 4,103.21	\$ 16,279.03
5	1	01/01/23	03/31/23	90	\$ 0.0957	\$ 4,134.43	Annual Total
	2	04/01/23	06/30/23	91	\$ 0.0957	\$ 4,180.36	
	3	07/01/23	09/30/23	92	\$ 0.0957	\$ 4,226.30	
	4	10/01/23	12/31/23	92	\$ 0.0957	\$ 4,226.30	\$ 16,767.40
6	1	01/01/24	03/31/24	91	\$ 0.0985	\$ 4,305.78	Annual Total
	2	04/01/24	06/30/24	91	\$ 0.0985	\$ 4,305.78	
	3	07/01/24	09/30/24	92	\$ 0.0985	\$ 4,353.09	
	4	10/01/24	12/31/24	92	\$ 0.0985	\$ 4,353.09	\$ 17,317.73
7	1	01/01/25	03/31/25	90	\$ 0.1015	\$ 4,386.21	Annual Total
	2	04/01/25	06/30/25	91	\$ 0.1015	\$ 4,434.95	
	3	07/01/25	09/30/25	92	\$ 0.1015	\$ 4,483.68	
	4	10/01/25	12/31/25	92	\$ 0.1015	\$ 4,483.68	\$ 17,788.53
8	1	01/01/26	03/31/26	90	\$ 0.1045	\$ 4,517.80	Annual Total
	2	04/01/26	06/30/26	91	\$ 0.1045	\$ 4,568.00	
	3	07/01/26	09/30/26	92	\$ 0.1045	\$ 4,618.19	
	4	10/01/26	12/31/26	92	\$ 0.1045	\$ 4,618.19	\$ 18,322.19
9	1	01/01/27	03/31/27	90	\$ 0.1077	\$ 4,653.33	Annual Total
	2	04/01/27	06/30/27	91	\$ 0.1077	\$ 4,705.04	
	3	07/01/27	09/30/27	92	\$ 0.1077	\$ 4,756.74	
	4	10/01/27	12/31/27	92	\$ 0.1077	\$ 4,756.74	\$ 18,871.85
10	1	01/01/28	03/31/28	91	\$ 0.1109	\$ 4,846.19	Annual Total
	2	04/01/28	06/30/28	91	\$ 0.1109	\$ 4,846.19	
	3	07/01/28	09/30/28	92	\$ 0.1109	\$ 4,899.44	
	4	10/01/28	12/31/28	92	\$ 0.1109	\$ 4,899.44	\$ 19,491.26

³ Table dates to be adjusted to reflect actual Service Start Date after Certificate of Acceptance (see Schedule B).

11	1	01/01/29	03/31/29	90	\$ 0.1142	\$ 4,936.72	Annual Total
	2	04/01/29	06/30/29	91	\$ 0.1142	\$ 4,991.57	
	3	07/01/29	09/30/29	92	\$ 0.1142	\$ 5,046.43	
	4	10/01/29	12/31/29	92	\$ 0.1142	\$ 5,046.43	\$ 20,021.15
12	1	01/01/30	03/31/30	90	\$ 0.1177	\$ 5,084.82	Annual Total
	2	04/01/30	06/30/30	91	\$ 0.1177	\$ 5,141.32	
	3	07/01/30	09/30/30	92	\$ 0.1177	\$ 5,197.82	
	4	10/01/30	12/31/30	92	\$ 0.1177	\$ 5,197.82	\$ 20,621.78
13	1	01/01/31	03/31/31	90	\$ 0.1212	\$ 5,237.37	Annual Total
	2	04/01/31	06/30/31	91	\$ 0.1212	\$ 5,295.56	
	3	07/01/31	09/30/31	92	\$ 0.1212	\$ 5,353.75	
	4	10/01/31	12/31/31	92	\$ 0.1212	\$ 5,353.75	\$ 21,240.44
14	1	01/01/32	03/31/32	91	\$ 0.1248	\$ 5,454.43	Annual Total
	2	04/01/32	06/30/32	91	\$ 0.1248	\$ 5,454.43	
	3	07/01/32	09/30/32	92	\$ 0.1248	\$ 5,514.37	
	4	10/01/32	12/31/32	92	\$ 0.1248	\$ 5,514.37	\$ 21,937.59
15	1	01/01/33	03/31/33	90	\$ 0.1286	\$ 5,556.32	Annual Total
	2	04/01/33	06/30/33	91	\$ 0.1286	\$ 5,618.06	
	3	07/01/33	09/30/33	92	\$ 0.1286	\$ 5,679.80	
	4	10/01/33	12/31/33	92	\$ 0.1286	\$ 5,679.80	\$ 22,533.98
16	1	01/01/34	03/31/34	90	\$ 0.1324	\$ 5,723.01	Annual Total
	2	04/01/34	06/30/34	91	\$ 0.1324	\$ 5,786.60	
	3	07/01/34	09/30/34	92	\$ 0.1324	\$ 5,850.19	
	4	10/01/34	12/31/34	92	\$ 0.1324	\$ 5,850.19	\$ 23,210.00
17	1	01/01/35	03/31/35	90	\$ 0.1364	\$ 5,894.70	Annual Total
	2	04/01/35	06/30/35	91	\$ 0.1364	\$ 5,960.20	
	3	07/01/35	09/30/35	92	\$ 0.1364	\$ 6,025.70	
	4	10/01/35	12/31/35	92	\$ 0.1364	\$ 6,025.70	\$ 23,906.30
18	1	01/01/36	03/31/36	91	\$ 0.1405	\$ 6,139.01	Annual Total
	2	04/01/36	06/30/36	91	\$ 0.1405	\$ 6,139.01	
	3	07/01/36	09/30/36	92	\$ 0.1405	\$ 6,206.47	
	4	10/01/36	12/31/36	92	\$ 0.1405	\$ 6,206.47	\$ 24,690.95
19	1	01/01/37	03/31/37	90	\$ 0.1447	\$ 6,253.69	Annual Total
	2	04/01/37	06/30/37	91	\$ 0.1447	\$ 6,323.18	
	3	07/01/37	09/30/37	92	\$ 0.1447	\$ 6,392.66	
	4	10/01/37	12/31/37	92	\$ 0.1447	\$ 6,392.66	\$ 25,362.19
20	1	01/01/38	03/31/38	90	\$ 0.1490	\$ 6,441.30	Annual Total
	2	04/01/38	06/30/38	91	\$ 0.1490	\$ 6,512.87	
	3	07/01/38	09/30/38	92	\$ 0.1490	\$ 6,584.44	
	4	10/01/38	12/31/38	92	\$ 0.1490	\$ 6,584.44	\$ 26,123.06

Broward County TY Park⁴

Year	Quarter	Service Start Date	Service End Date	Total Service Days	Utility Rate	Service Fee	
						Quarterly	Annual
1	1	01/01/19	03/31/19	90	\$ 0.0850	\$ 8,159.81	Annual Total
	2	04/01/19	06/30/19	91	\$ 0.0850	\$ 8,250.48	
	3	07/01/19	09/30/19	92	\$ 0.0850	\$ 8,341.14	
	4	10/01/19	12/31/19	92	\$ 0.0850	\$ 8,341.14	\$ 33,092.57
2	1	01/01/20	03/31/20	91	\$ 0.0876	\$ 8,497.99	Annual Total
	2	04/01/20	06/30/20	91	\$ 0.0876	\$ 8,497.99	
	3	07/01/20	09/30/20	92	\$ 0.0876	\$ 8,591.38	
	4	10/01/20	12/31/20	92	\$ 0.0876	\$ 8,591.38	\$ 34,178.74
3	1	01/01/21	03/31/21	90	\$ 0.0902	\$ 8,656.75	Annual Total
	2	04/01/21	06/30/21	91	\$ 0.0902	\$ 8,752.93	
	3	07/01/21	09/30/21	92	\$ 0.0902	\$ 8,849.12	
	4	10/01/21	12/31/21	92	\$ 0.0902	\$ 8,849.12	\$ 35,107.91
4	1	01/01/22	03/31/22	90	\$ 0.0929	\$ 8,916.45	Annual Total
	2	04/01/22	06/30/22	91	\$ 0.0929	\$ 9,015.52	
	3	07/01/22	09/30/22	92	\$ 0.0929	\$ 9,114.59	
	4	10/01/22	12/31/22	92	\$ 0.0929	\$ 9,114.59	\$ 36,161.15
5	1	01/01/23	03/31/23	90	\$ 0.0957	\$ 9,183.94	Annual Total
	2	04/01/23	06/30/23	91	\$ 0.0957	\$ 9,285.99	
	3	07/01/23	09/30/23	92	\$ 0.0957	\$ 9,388.03	
	4	10/01/23	12/31/23	92	\$ 0.0957	\$ 9,388.03	\$ 37,245.98
6	1	01/01/24	03/31/24	91	\$ 0.0985	\$ 9,564.56	Annual Total
	2	04/01/24	06/30/24	91	\$ 0.0985	\$ 9,564.56	
	3	07/01/24	09/30/24	92	\$ 0.0985	\$ 9,669.67	
	4	10/01/24	12/31/24	92	\$ 0.0985	\$ 9,669.67	\$ 38,468.47
7	1	01/01/25	03/31/25	90	\$ 0.1015	\$ 9,743.24	Annual Total
	2	04/01/25	06/30/25	91	\$ 0.1015	\$ 9,851.50	
	3	07/01/25	09/30/25	92	\$ 0.1015	\$ 9,959.76	
	4	10/01/25	12/31/25	92	\$ 0.1015	\$ 9,959.76	\$ 39,514.26
8	1	01/01/26	03/31/26	90	\$ 0.1045	\$ 10,035.54	Annual Total
	2	04/01/26	06/30/26	91	\$ 0.1045	\$ 10,147.05	
	3	07/01/26	09/30/26	92	\$ 0.1045	\$ 10,258.55	
	4	10/01/26	12/31/26	92	\$ 0.1045	\$ 10,258.55	\$ 40,699.69
9	1	01/01/27	03/31/27	90	\$ 0.1077	\$ 10,336.61	Annual Total
	2	04/01/27	06/30/27	91	\$ 0.1077	\$ 10,451.46	
	3	07/01/27	09/30/27	92	\$ 0.1077	\$ 10,566.31	
	4	10/01/27	12/31/27	92	\$ 0.1077	\$ 10,566.31	\$ 41,920.68
10	1	01/01/28	03/31/28	91	\$ 0.1109	\$ 10,765.00	Annual Total
	2	04/01/28	06/30/28	91	\$ 0.1109	\$ 10,765.00	
	3	07/01/28	09/30/28	92	\$ 0.1109	\$ 10,883.30	
	4	10/01/28	12/31/28	92	\$ 0.1109	\$ 10,883.30	\$ 43,296.60

⁴ Table dates to be adjusted to reflect actual Service Start Date after Certificate of Acceptance (see Schedule B).

11	1	01/01/29	03/31/29	90	\$ 0.1142	\$ 10,966.11	Annual Total
	2	04/01/29	06/30/29	91	\$ 0.1142	\$ 11,087.95	
	3	07/01/29	09/30/29	92	\$ 0.1142	\$ 11,209.80	
	4	10/01/29	12/31/29	92	\$ 0.1142	\$ 11,209.80	\$ 44,473.65
12	1	01/01/30	03/31/30	90	\$ 0.1177	\$ 11,295.09	Annual Total
	2	04/01/30	06/30/30	91	\$ 0.1177	\$ 11,420.59	
	3	07/01/30	09/30/30	92	\$ 0.1177	\$ 11,546.09	
	4	10/01/30	12/31/30	92	\$ 0.1177	\$ 11,546.09	\$ 45,807.86
13	1	01/01/31	03/31/31	90	\$ 0.1212	\$ 11,633.94	Annual Total
	2	04/01/31	06/30/31	91	\$ 0.1212	\$ 11,763.21	
	3	07/01/31	09/30/31	92	\$ 0.1212	\$ 11,892.47	
	4	10/01/31	12/31/31	92	\$ 0.1212	\$ 11,892.47	\$ 47,182.10
14	1	01/01/32	03/31/32	91	\$ 0.1248	\$ 12,116.10	Annual Total
	2	04/01/32	06/30/32	91	\$ 0.1248	\$ 12,116.10	
	3	07/01/32	09/30/32	92	\$ 0.1248	\$ 12,249.25	
	4	10/01/32	12/31/32	92	\$ 0.1248	\$ 12,249.25	\$ 48,730.70
15	1	01/01/33	03/31/33	90	\$ 0.1286	\$ 12,342.45	Annual Total
	2	04/01/33	06/30/33	91	\$ 0.1286	\$ 12,479.59	
	3	07/01/33	09/30/33	92	\$ 0.1286	\$ 12,616.73	
	4	10/01/33	12/31/33	92	\$ 0.1286	\$ 12,616.73	\$ 50,055.49
16	1	01/01/34	03/31/34	90	\$ 0.1324	\$ 12,712.72	Annual Total
	2	04/01/34	06/30/34	91	\$ 0.1324	\$ 12,853.97	
	3	07/01/34	09/30/34	92	\$ 0.1324	\$ 12,995.23	
	4	10/01/34	12/31/34	92	\$ 0.1324	\$ 12,995.23	\$ 51,557.15
17	1	01/01/35	03/31/35	90	\$ 0.1364	\$ 13,094.10	Annual Total
	2	04/01/35	06/30/35	91	\$ 0.1364	\$ 13,239.59	
	3	07/01/35	09/30/35	92	\$ 0.1364	\$ 13,385.08	
	4	10/01/35	12/31/35	92	\$ 0.1364	\$ 13,385.08	\$ 53,103.87
18	1	01/01/36	03/31/36	91	\$ 0.1405	\$ 13,636.78	Annual Total
	2	04/01/36	06/30/36	91	\$ 0.1405	\$ 13,636.78	
	3	07/01/36	09/30/36	92	\$ 0.1405	\$ 13,786.64	
	4	10/01/36	12/31/36	92	\$ 0.1405	\$ 13,786.64	\$ 54,846.84
19	1	01/01/37	03/31/37	90	\$ 0.1447	\$ 13,891.54	Annual Total
	2	04/01/37	06/30/37	91	\$ 0.1447	\$ 14,045.89	
	3	07/01/37	09/30/37	92	\$ 0.1447	\$ 14,200.24	
	4	10/01/37	12/31/37	92	\$ 0.1447	\$ 14,200.24	\$ 56,337.89
20	1	01/01/38	03/31/38	90	\$ 0.1490	\$ 14,308.28	Annual Total
	2	04/01/38	06/30/38	91	\$ 0.1490	\$ 14,467.26	
	3	07/01/38	09/30/38	92	\$ 0.1490	\$ 14,626.24	
	4	10/01/38	12/31/38	92	\$ 0.1490	\$ 14,626.24	\$ 58,028.03

**Schedule A.5
Broward County Solar Energy Services Interactive Pricing Matrix**

BROWARD COUNTY SOLAR ENERGY SERVICES INTERACTIVE PRICING MATRIX							
SITE NAME	ADDRESS	kW/DC	kWh/YR	NOT-TO-EXCEED BUYDOWN AMOUNT	NET COST	\$/kWh	1ST YEAR PAYMENT
NEW PARKS ADMIN	33RD AVE OAKLAND PARK, FL 33309	84.00	141,036.0	\$ 38,031.15	\$ 104,297.23	0.0850	\$11,988.06
BROWARD COUNTY PROPERTY APPRAISER	1809 NW 49th STREET FORT LAUDERDALE FL	105.86	175,266.0	\$ 55,784.24	\$ 131,053.23	0.0850	\$14,897.61
TY PARK	3300 N PARK ROAD HOLLYWOOD	231.075	389,324.4	\$ 677,842.67	\$ 282,021.33	0.0850	\$33,092.57
TOTAL		420.94	705,626.4	\$ 771,658.07	\$ 517,371.78	0.0850	\$59,978.24

**Schedule A.6
Revenue Sharing (If Applicable)**

Renewable Energy Credit Revenue Sharing (If Applicable) (If REC price $\geq$ \$375, split 50% not to exceed Total Energy Savings Costs)					
Year	Actual Solar Energy System Production (in kWh)	RECs Produced	REC price (if $\geq$ \$375)	Revenue Received By ARI (on REC Revenue Portion $\geq$ \$375)	50% Revenue Share Credit to County (not to exceed total Guaranteed Savings)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Schedule A.7
Services Performance Fee Guarantee

ARI has formulated and hereby guarantees that the following levels of performance will be realized by County as a result of the provision of services under the Contract to County (in the aggregate). The Parties will establish a reasonable process for verifying the actual amount of capacity performance by the System each year. If the actual amount is less than the guaranteed amount, County will be entitled to a credit against the payments due under Section 4.1 of the Contract. The amount of the credit shall equal the difference between Nameplate Capacity and the Actual Capacity, multiplied by the Utility Rate for that year as set forth in Schedule A.4.

Broward County New Parks Administration Building

Year	Nameplate Capacity (KW)	Actual Capacity (KW)	Credit (if any)
1	85.1		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total			

Broward County Property Appraiser

Year	Nameplate Capacity (KW)	Actual Capacity (KW)	Credit (if any)
1	105.86		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total			

Broward County TY Park

Year	Nameplate Capacity (KW)	Actual Capacity (KW)	Credit (if any)
1	231.075		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total			

Schedule B
County Certificate of Acceptance of Solar Energy System

I, the undersigned representative of Broward County ("County"), hereby certify, represent and warrant that:

1. As Contract Administrator, I am duly authorized to execute this Certificate on behalf of County.

2. This Certificate is provided in accordance with Section ____ of the Solar Energy Services Contract dated as of _____, by and between County and Advanced Roofing, Inc. ("ARI"), and pertains to the Equipment and System described in attached Schedule A (the "Equipment").

3. The Equipment (i) has been delivered, installed and interconnected in accordance with County's Specifications, (ii) is in good working order and is fully operational and properly functioning, and (iii) has been fully accepted by County on the ____ day of _____, _____.

Signature: _____

Print Name: _____

Print Title: Contract Administrator

Date: _____

Schedule C
Certificate of Purchase of Solar Energy System

The undersigned hereby certify that County has properly exercised the Purchase Option with respect to the Solar Energy System identified in the attached Schedule A (the "Equipment"), in accordance with Section _____ of the Solar Energy Services Contract dated as of _____ (the "Contract"), by and between Broward County ("County") and Advanced Roofing, Inc. ("ARI").

County further certifies that (i) the Equipment has been properly delivered, (ii) the Equipment is in good working order, (iii) the Equipment is fully accepted AS IS on this day, and (iv) payment in full for the Equipment will be made within forty (40) days of receipt of invoice in accordance with Florida law.

ARI further certifies that (i) it has conveyed all of its right, title and interest in the Equipment is conveyed to County, (ii) the conveyance is made free and clear of all restrictions, liens, encumbrances, rights, title and interest of others, and (iii) it will execute all other documents and take all other reasonable steps necessary to put County (and any successors or assigns) in actual possession and control of the Equipment.

Any case or controversy arising between the Parties will be governed by the terms of the Contract.

The Purchase Price for the Equipment is \$_____. The Parties stipulate and agree that the Purchase Price represents the Fair Market Value of the Solar Energy System as determined in accordance with Section 5.4 of the Contract.

DATED: _____

ARI:

By: 
[Signature] Robert P. Kornahrens

Title: President
(Corporate Seal)



Solar Energy Services Agreement

County:

By: _____
[Signature]

Title: County Administrator

Date: _____