

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	<u>0</u>	_____	_____	_____	_____
Operating Costs	<u>0</u>	_____	_____	_____	_____
External Revenues	<u>0</u>	_____	_____	_____	_____
Program Income (County)	<u>0</u>	_____	_____	_____	_____
In-Kind Match (County)	<u>0</u>	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>n/a</u>		No <u>n/a</u>		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Budget Account No.:	n/a				
Fund	Department	Unit	Object	Program	
_____	_____	_____	_____	_____	

B. Recommended Sources of Funds/Summary of Fiscal Impact:

n/a

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

<u><i>[Signature]</i></u> OFMB 10/27	<u><i>[Signature]</i></u> Contract Development and Control 11-17-20 TW
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B. Legal Sufficiency:

[Signature] 11/18/20
Assistant County Attorney

C. Other Department Review:

Department Director

AGREEMENT BETWEEN ENHANCED PACE FINANCE,
LLC, AS AN ADMINISTRATOR OF THE FLORIDA
RESILIENCY AND ENERGY DISTRICT, AND PALM
BEACH COUNTY

This Agreement (the "Agreement") is entered into this ____ day of _____, 2020 by and between Enhanced PACE Finance, LLC ("Enhanced"), as the administrator of the Florida Resiliency and Energy District ("FRED"), and Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County") (collectively, the "Parties").

WHEREAS, pursuant to Ordinance 2017-012 adopted by the Palm Beach County Board of County Commissioners on April 4, 2017 (the "PACE Program Ordinance"), this Agreement shall be applicable within the unincorporated areas of Palm Beach County, and in all municipalities that have not adopted an ordinance governing any or all of the subject matter of the PACE Program Ordinance, regardless of the time of passage of the municipal ordinance ("participating municipalities"); and

WHEREAS, Palm Beach County and the FRED have entered into that certain Interlocal Agreement dated August 15th, 2017 ("the Interlocal Agreement") which authorizes FRED to operate within Palm Beach County for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

WHEREAS, Enhanced PACE Finance, LLC is a third party administrator for the FRED, and Enhanced will be operating on behalf of the FRED within Palm Beach County; and

WHEREAS, Enhanced PACE Finance, LLC has agreed to provide Palm Beach County with a separate indemnification agreement for the benefit of Palm Beach County and participating municipalities,

NOW, THEREFORE, the Parties hereby agree as follows:

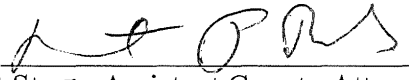
1. The foregoing recitals are incorporated into this Agreement and approved.
2. To the extent permitted by applicable law, Enhanced PACE Finance, LLC shall indemnify and hold harmless Palm Beach County and participating municipalities and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Palm Beach County and participating municipalities or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Interlocal Agreement by Enhanced PACE Finance, LLC or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. Enhanced PACE Finance, LLC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or losses in

connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Palm Beach County and participating municipalities, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Enhanced PACE Finance, LLC expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep and save harmless and defend Palm Beach County and participating municipalities or their officers, employees, agents and instrumentalities as herein provided.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this _____ day of _____, 2020.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Scott Stone, Assistant County Attorney
Robert P. Bampton
Date: 11/18/20

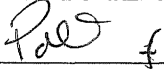
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY

By: _____
Mayor Date


ATTEST:

By: _____
Sharon R. Bock, Clerk and Comptroller Date

APPROVED AS TO TERMS TO CONDITIONS

By:  for
Department Director

Enhanced PACE Finance, LLC

By:  10/20/20
Date
Name: Shana Melisby
Title: Vice President