

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2024 | 2025 | 2026 | 2027 | 2028 |
|--|---------|------|------|------|------|
| Capital Expenditures | \$0 | | | | |
| Operating Costs | \$0 | | | | |
| External Revenues | (\$500) | | | | |
| Program Income(County) | \$0 | | | | |
| In-Kind Match(County) | \$0 | | | | |
| NET FISCAL IMPACT | (\$500) | \$0 | \$0 | \$0 | \$0 |
| #ADDITIONAL FTE POSITIONS (CUMULATIVE) | 0 | | | | |

Is Item Included in Current Budget? Yes ___ No X
 Is this item using Federal Funds? Yes ___ No X
 Is this item using State Funds? Yes ___ No X

Budget Account No: Fund 0001 Dept 261 Unit 2101 Object 2909

Reporting Category _____

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

There is a \$500 fee that PACE third-parties pay the County to cover administrative costs. This goes into the County's general fund, not the Office of Resilience.

C. Departmental Fiscal Review:

EB King

III. REVIEW COMMENTS:

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

Aspelle 2/8/24 *Brenda Mackle 2/9/24*
 OFMB GA 2/8 UB 2/8 Contract Dev. & Control
 Feb 2/9/24

B. Legal Sufficiency

[Signature] 2/12/24
 Assistant County Attorney

C. Other Department Review

 Department Director

AGREEMENT BETWEEN PACE EQUITY 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 _____, 2024 by and between PACE Equity, LLC, a Wisconsin limited liability company authorized to conduct business in Florida ("PACE Equity"), as a third-party administrator for 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 2022-030 amending Ordinance 2017-012 and adopted by the Palm Beach County Board of County Commissioners on November 16, 2022 (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 FRED have entered into that certain Interlocal Agreement dated August 15, 2017 (the "Interlocal Agreement") which authorizes FRED to operate in Palm Beach County pursuant to the PACE Program Ordinance for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

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

WHEREAS, PACE Equity 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, PACE Equity 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 PACE Equity or its employees, servants, principals, administrators, subcontractors, or agents. This indemnity shall not cover any liability, losses, or damages caused by the negligence or willful misconduct of Palm Beach County and

participating municipalities and their officers, employees, agents and instrumentalities. PACE Equity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or losses in connection therewith in the name of Palm Beach County and participating municipalities, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. PACE Equity 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 _____, 20____.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Ryan Maher, Assistant County Attorney

Date: 2/26/24


PALM BEACH COUNTY, FLORIDA

By: _____
County Mayor or Designee

Date: _____

For the Board of County Commissioners
Palm Beach County, Florida

APPROVED AS TO TERMS AND CONDITIONS:

By: 
Megan S. Houston, Department Director

Date: 1-30-24

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

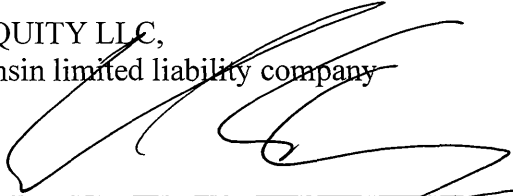
JOSEPH ABRUZZO, CLERK

Attest:

By: Deputy Clerk

Date

PACE EQUITY LLC,
A Wisconsin limited liability company

By: 
Edward A. Engman, Jr., Chief Executive
Officer and President

Date: _____