Agenda Item #: 3GG-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Marc	h 5, 2024	[X] Consent [] Ordinance		Regular Public Hearing
_	County Administrat Office of Resilience			
	<u>I. EXE</u>	CUTIVE BRIEF		
Motion and Title: Sta between PACE Equit Palm Beach County,	y, as an Administra			_
indemnification agree Equity is a third-party and hold the County Background and Ju	clean Energy (PAC newable energy, and as by levying nonenters into interlocities (Districts) are then requirators whom the Districts whom the Districts whom the Districts whom the Districts are then requirators whom the Districts are then requirators whom the District and the BCC authoristication agreement such delegated authorice is bringing for hird-party administrator for harmless as PACE istification: On App. 7-012). The Official intermediate is a page 12.	E) program for thin ad wind-resistant in ad valorem assest local agreements for them to provided to obtain inderestricts use to execute Florida Resilient orized the County onts with subsequent this item becaute that of the commerce of the	rd parties to provement sments or (ILAs) where the final minification are paced and English and English project acknown acknow	to provide funding for ants for residential and a property owner tax with multiple PACE ancing for qualifying agreements from all financing. In the ILA ergy District (FRED) rator or designee to trators of FRED. The 2019, BCC meeting. seeks to add PACE ts, thus requiring an owledges that PACE agrees to indemnify
Attachments: 1. Indemnification	n Agreement			
Recommended by:	My	t Director	<u> </u>	2 5-24 Date
Approved by:	F	unty Administrate	or	2 15 24 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Income(County)					
In-Kind	\$0				
Match(County					
NET FISCAL	(\$500)	\$0	\$0	\$0	\$0
IMPACT	(,	, -	, -		
#ADDITIONAL FTE	0				
POSITIONS (CUMULATIVE)	0				
Is Item Included in 0 Is this item using Fe Is this item using St	ederal Funds? tate Funds?		No_X No_X No_X		
Budget Account N	lo: Fı	and <u>0001</u> D	ept <u>261</u> U	nit <u>2101</u> (Object <u>2909</u>
Repor	rting Category		eary of Fiscal	Impact	
There is a \$500 fee costs. This goes int	that PACE th	nird-parties pa	y the County t	o cover admin	
C. Departmental I	Fiscal Review	v:			
•) III	. REVIEW CO	MMENTS:		
A. OFMB Fisca	al and/or Cor	ntract Dev. an	d Control Co	mments:	04
AGDUJL OFMI	2/8/24 3 9AD18	TUB2/8 -	Sontract De	Mhack ev. & Control	10 2/4/24
B. Legal Suffic	ciency		Tel 2/9/34	/	
Assistant C	ounty Attorr	//2/24 ley			
C. Other Depa	rtment Revie	w			
Department	t 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.

	REOF, the Parties hereto have made and executed lay of, 20
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: Ryan Maher, Assistant County Attorney	PALM BEACH COUNTY, FLORIDA By: County Mayor or Designee Date:
Date: 24	For the Board of County Commissioners Palm Beach County, Florida
APPROVED AS TO TERMS AND CONDITIONS: By: Houston Houston	Governmental Center 301 N. Olive Avenue, 12 th Floor West Palm Beach, Florida 33401
Megan S. Houston. Department Director Date: [-30 - 24]	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