

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____	No	<input checked="" type="checkbox"/>		
Does this item include the use of federal funds?	Yes _____	No	<input checked="" type="checkbox"/>		
Budget Account No.:					
Fund _____	Department _____	Unit _____	Object _____	Program _____	

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

n/a

C. Department Fiscal Review: *S. Neung*

III. REVIEW COMMENTS

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

Lisa Mante 9/20/2022
OFMB 9A-4121
JPL 9/21

J. G. Jordan 9/30/22
Contract Development and Control

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

AGREEMENT BETWEEN STONEHILL PACE, 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 _____, 2022 by and between Stonehill PACE, LLC a Delaware limited liability company authorized to conduct business in Florida ("Stonehill PACE"), 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 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 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, Stonehill PACE is a third party administrator for FRED, and Stonehill PACE will be operating on behalf of FRED within Palm Beach County; and

WHEREAS, Stonehill PACE 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, Stonehill PACE 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 Stonehill PACE or its employees, agents, servants, partners, 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. Stonehill PACE 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 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 attorney's fees which may issue thereon. Stonehill PACE 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. Nothing herein shall prevent Stonehill PACE from obtaining an indemnity of Stonehill PACE from any other party for any liability of Stonehill PACE pursuant to this Agreement.

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 _____, 2022.

PALM BEACH COUNTY, FLORIDA

By: _____
County Mayor or Designee

Date: _____

For the Board of County Commissioners
Palm Beach County, Florida

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

JOSEPH ABRUZZO, CLERK
Attest:

By: Deputy Clerk

_____ Date

[Signatures continued on the following page]

STONEHILL PACE, LLC,
a Delaware limited liability company

By: 

Date: August 2nd, 2022

Name: Kevin Cadin

Title: Authorized Signatory

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For the Board of County Commissioners
Palm Beach County, Florida

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

JOSEPH ABRUZZO, CLERK
Attest:

By: Deputy Clerk

Date

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a Delaware limited liability company

By:  _____

Date: August 2nd, 2022

Name: Kevin Cadin

Title: Authorized Signatory