

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	_____\$0____	_____	_____	_____	_____
Program Income (County)	_____(\$500)____	_____	_____	_____	_____
In-Kind Match (County)	_____\$0____	_____	_____	_____	_____
NET FISCAL IMPACT	_____(\$500)____	_____\$0____	_____\$0____	_____\$0____	_____\$0____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____0____	_____0____	_____0____	_____0____	_____0____

Is Item Included in Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Budget Account No.:

Fund 0001 Department 261 Unit 2101 Object 2909 Program _____

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. Department Fiscal Review: _____

III. REVIEW COMMENTS

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


 Lisa G. Burt 11/6/23
 OFMB 9A 11/6 MD 11/6


 J. J. ... 11/9/23
 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

AGREEMENT BETWEEN FORBRIGHT BANK, AS AN
ADMINISTRATOR OF THE FLORIDA RESILIENCY AND
ENERGY DISTRICT, AND PALM BEACH COUNTY

This Agreement (the "Agreement") is entered into this ____ day of _____, 2023 by and between Forbright Bank, a Maryland company authorized to conduct business in Florida ("Forbright"), 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, Forbright is a third party administrator for FRED, and Forbright will be operating on behalf of FRED within Palm Beach County; and

WHEREAS, Forbright 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, Forbright 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 Forbright 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. Forbright 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. Forbright 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: _____

APPROVED AS TO TERMS AND CONDITIONS:

By: Megan S. Houston
Megan S. Houston, Department Director

Date: 11-3-23

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

Forbright Bank

By: Brian Deering

Date: 10/30/2023

Name: Brian L. Deering

Title: Sales Operations Director, CPACE Lending

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