

**INDEMNIFICATION AGREEMENT BETWEEN
THE TOWN OF CUTLER BAY, FLORIDA AND
FLORIDA DEVELOPMENT FINANCE CORPORATION, ADMINISTRATOR FOR
THE FLORIDA RESILIENCY AND ENERGY DISTRICT**

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2019 by and between the TOWN OF CUTLER BAY, a Florida municipal corporation (the "Town"), and the FLORIDA DEVELOPMENT FINANCE CORPORATION ("FDFC"), the administrator of the Florida Resiliency and Energy District ("FRED"), collectively, the "Parties."

WHEREAS, the Town and FRED have proposed to enter into an agreement to authorize FRED to operate within the boundaries of the Town for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

WHEREAS, FDFC is the third party administrator for FRED, and FDFC would be operating on behalf of FRED within the Town; and

WHEREAS, FDFC is a Florida public body, corporate and politic, authorized by Chapter 288, Part X, Florida Statutes; and

WHEREAS, FDFC has agreed to provide the Town with a separate indemnification agreement for the benefit of the Town.

NOW, THEREFORE, the Town and FDFC hereby enter into the following Agreement:

1. The foregoing recitals are incorporated into this Agreement and approved.
2. FDFC shall indemnify and hold harmless the Town and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by FDFC or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents, provided however, that FDFC shall have no obligation to indemnify or hold harmless the Town for claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the gross negligence or willful misconduct of the Town or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. FDFC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. FDFC expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep

and save harmless and defend the Town or its 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 connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade 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 have executed this Agreement as of the date first written above.

ATTEST:

TOWN CLERK

TOWN OF CUTLER BAY, FLORIDA

By: _____
Debra Eastman, MMC

By: _____
Rafael Casals, Town Manager

Approved as to form and legality:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

ATTEST:

**FLORIDA DEVELOPMENT
FINANCE CORPORATION**

By: _____
Print Name: _____

By: _____
Print Name: _____

Approved as to form and legality:

By: _____
Print Name: _____