

**INDEMNIFICATION AGREEMENT BETWEEN  
THE TOWN OF CUTLER BAY, FLORIDA AND  
COUNTERPOINTE ENERGY SOLUTIONS, LLC, ADMINISTRATOR FOR  
THE FLORIDA PACE FUNDING AGENCY**

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 COUNTERPOINTE ENERGY SOLUTIONS, LLC ("COUNTERPOINTE"), the administrator of the Florida PACE Funding Agency ("Agency"), collectively, the "Parties."

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

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

WHEREAS, COUNTERPOINTE is a Delaware company authorized to transact business in Florida; and

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

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

1. The foregoing recitals are incorporated into this Agreement and approved.
2. COUNTERPOINTE 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 COUNTERPOINTE or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. COUNTERPOINTE 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. COUNTERPOINTE 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: \_\_\_\_\_

By: \_\_\_\_\_

Debra Eastman, MMC

Rafael Casals, Town Manager

Approved as to form and legality:

By: \_\_\_\_\_

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney

ATTEST:

**COUNTERPOINTE ENERGY  
SOLUTIONS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_