

**INDEMNIFICATION AGREEMENT BETWEEN RENOVATE AMERICA, AS  
ADMINISTRATOR OF THE FLORIDA RESILIENCY AND ENERGY DISTRICT, AND  
ALACHUA COUNTY, FLORIDA**

This Indemnification Agreement (the "Agreement") is entered into \_\_\_\_\_ by and between Renovate America, a Delaware Corporation company, as the administrator of the Florida Resiliency and Energy District (the "Authority"), and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") (collectively, the "Parties").

**WHEREAS**, the County and the Florida Resiliency and Energy District have proposed to enter into an Interlocal Agreement ("Interlocal Agreement") to authorize the Florida Resiliency and Energy District to operate in Alachua County for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

**WHEREAS**, Renovate America is the third-party administrator for the Florida Resiliency and Energy District and Renovate America would be operating on behalf of the Florida Resiliency and Energy District within Alachua County; and

**WHEREAS**, Renovate America has agreed to provide the County with a separate indemnification agreement for the benefit of the County.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated into this Agreement.
2. Renovate America shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its 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 to the extent provided by Renovate America or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. Renovate America 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 of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Renovate America expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Notwithstanding the foregoing, this indemnity shall not cover any liability, losses, or damages caused by the negligence or willful misconduct of Alachua County or its officers, employees, agents, or instrumentalities. For the avoidance of doubt, neither Renovate America nor the Authority is an agent or instrumentality of the County.
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 Eighth Judicial Circuit in and for Alachua County, Florida, the United States District Court for the Northern District of Florida or United States Bankruptcy Court for the Northern District of Florida, as appropriate.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
ALACHUA COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Renovate America

By: *[Signature]*  
Print Name: LORE LYMAN

By: *[Signature]*  
Print Name: Shawn Stone

Approved as to form and legality:

By: *[Signature]*  
Print Name: Michael M. DeBergis