

**INDEMNIFICATION AGREEMENT BETWEEN PACE FUNDING GROUP, LLC, AS
ADMINISTRATOR OF THE FLORIDA PACE FUNDING AGENCY, AND ALACHUA
COUNTY, FLORIDA**

This Indemnification Agreement (the "Agreement") is entered into _____ by and between PACE Funding Group, LLC, as the administrator of the Florida PACE Funding Agency (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 PACE Funding Agency have proposed to enter into an Interlocal Agreement ("Interlocal Agreement") to authorize the Florida PACE Funding Agency to operate in Alachua County for the purposes of providing a Property Assessed Clean Energy (PACE) program; and

WHEREAS, **PACE Funding Group, LLC** is the third party administrator for the Florida PACE Funding Agency and PACE Funding Group, LLC would be operating on behalf of the Florida PACE Funding Agency within Alachua County; and

WHEREAS, **PACE Funding Group, LLC** 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. PACE Funding Group, LLC 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 PACE Funding group, LLC or its employees, agents, servants, partners, principals, administrators, subcontractors, or agents. PACE Funding Group, LLC 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. PACE Funding Group, LLC 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.

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 _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Robert Hutchinson, Chair

ATTEST:


APPROVED AS TO FORM


By: _____
Jesse K. Irby, II, Clerk of Commission

Sylvia E. Torres, Interim County Attorney


ATTEST:

PACE Funding Group, LLC

By: 
Print Name: RACHEL HOBBS

By: 
Print Name: MARK SCHMIDT

Approved as to form and legality:

By: 
Print Name: Ryan Griffin

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SANTA CLARA)

On MARCH 9, 2020 before me, RACHEL ANN HOBBS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MARK DAVID SCHMIDT,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature R. Hobbs (Seal)

