

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on December 19, 2018 by and between the City of Fort Pierce, Florida, a Municipal Corporation ("COFP"), of 100 N. US Highway 1, Fort Pierce, Florida 34950 and the Fort Pierce Utilities Authority ("FPUA"), of 206 S. 6th Street, Fort Pierce, Florida 34950. COFP and FPUA are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the City of Fort Pierce will be performing services for the Fort Pierce Utilities Authority in the form of execution of three (3) Special Warranty Deeds on FPUA's behalf in order to complete an Asset Purchase Agreement with Florida Power & Light Company ("FPL") in order to transfer certain real property assets to FPL; and

WHEREAS, in exchange for this valuable consideration, the Fort Pierce Utilities Authority desires to hold harmless the City of Fort Pierce from any claims and/or litigation arising out of the City of Fort Pierce's execution of the three (3) Special Warranty Deeds as requested by the Fort Pierce Utilities Authority, and any other acts related to the said Deeds or transaction.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Fort Pierce Utilities Authority hereby agrees and avers as follows:

TERMS

1. Hold Harmless. The Fort Pierce Utilities Authority shall fully defend, indemnify, and hold harmless the City of Fort Pierce from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the City of Fort Pierce, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the City of Fort Pierce for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. The Fort Pierce Utilities Authority warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement.

3. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

4. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be

valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Fort Pierce Utilities Authority is to provide as broad an indemnification as possible under Florida law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Florida law.

5. Applicable Law. This Agreement shall be governed exclusively by the laws of Florida, without regard to conflict of law provisions.

6. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Florida. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

7. Signatures. This Agreement shall be effective as of the date first written above.

ATTEST:

D. M. DeL.
Secretary

(FPUA SEAL)

FORT PIERCE UTILITIES AUTHORITY

BY:

Warren Thomas Bey
Chairman

DATE:

12/19/18

APPROVED AS TO FORM & CORRECTNESS:

BY:

[Signature]
Fort Pierce Utilities Authority Attorney

ACCEPTED BY THE CITY OF FORT PIERCE BY:

Linda Hudson, Mayor
City of Fort Pierce, Florida