



1717 North E Street, Suite 320
Pensacola, FL 32501
Phone: 850-469-2338 Fax: 850-434-4841

September 19, 2019

The City of Pensacola
Attn: Susan A. Woolf
City Attorney
222 West Main Street
Pensacola, Florida 32502

Dear Ms. Woolf,

Enclosed please find the original Indemnification and Hold Harmless Agreement for your file. If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Penny J. Boyce'.

Penny J. Boyce
Legal Assistant to Elizabeth Callahan

ECC/pjb

SEP 24 2019

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, Baptist Hospital, Inc., (“Baptist”) has requested that the City of Pensacola (“the City”) levy a special assessment against certain real properties owned by Baptist for the purpose of collecting assessments to be used to obtain federal matching fund dollars through the Low-Income Pool program for the purpose of providing additional funding for charity health care; and

WHEREAS, the courts have not opined on the validity of a special assessment against real properties for this specific purpose; and

WHEREAS, the City has agreed to levy and collect this charity health care special assessment at the request of and for the benefit of Sacred Heart Hospital, Baptist Hospital, and Select Specialty Hospital.

NOW THEREFORE, for and in consideration of the City adopting an Assessment Resolution and Non-Ad Valorem Assessment Roll for the purpose of supporting the provision of charity health care by Baptist, Baptist agrees to indemnify and hold the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents harmless against any and all net losses incurred by the City if the Resolution or any clause, section or provision of the Resolution is declared unconstitutional or invalid for any reason or cause, after accounting for any funds returned by the Agency for Health Care Administration (AHCA). If, notwithstanding the restricted use of the proceeds of the assessment, a creditor of the City is adjudged entitled to claim any portion of the proceeds of the Assessment, Baptist shall indemnify and hold the City harmless if it is required to pay to such creditor any amount of the Assessment proceeds received.

Baptist also agrees to indemnify and hold the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents harmless from any and all claims, suits, actions, damages, liability and expenses, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the adoption, implementation, or performance of the activities associated with the Resolution and Ordinance.

[Remainder of the page left intentionally blank]

By the signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of September, 2019.

Baptist Hospital, Inc.

S Callahan

By:

SVP + General Counsel

Title:

Attest:

S Callahan

Corporate Secretary

SEAL