

## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF CITY OF ST. PETERSBURG TRAINING FACILITY**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR USE OF CITY OF ST. PETERSBURG TRAINING FACILITY ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, ("Effective Date") by and between the City of St. Petersburg, Florida, ("City") and the City of Pinellas Park ("User").

### **RECITALS**

WHEREAS, the City owns and operates a facility located at 3200 22nd Street S., St. Petersburg, FL, which includes an area utilized by various City departments and outside agencies for training purposes ("Training Site");

WHEREAS, User desires to use the Training Site for the purposes set forth herein; and

WHEREAS, this Agreement sets forth the respective duties, responsibilities and obligations of User and the City with respect to the use of said City property.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated into this Agreement and made an integral part hereof), the mutual promises, covenants and conditions herein contained, the City and User hereby agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate one (1) year thereafter.
2. **Training Site Description.** The Training Site is more particularly described as follows, and includes ingress, egress and approaches thereof and thereto: 3200 22nd St. S., St. Petersburg, FL. Use of the following equipment or fixtures at the Training Site is not authorized under this Agreement: N/A.
3. **Scope of Use.** User shall only use the Training Site for the following purpose(s): Fire Department Training. It is understood that User is not authorized under this Agreement to utilize any other City-owned property other than the Training Site as described herein. Further, nothing contained in this Agreement shall be construed to grant or authorize the granting of any right other than right to occupy and use the Training Site pursuant to the terms and conditions of this Agreement.
4. **Duration of Use.** The City grants User the right to use the Training Site only during the date(s) and time(s) mutually agreed to by both parties during the Term.
5. **Condition of the Training Site.** User has inspected the Training Site and accepts the Training Site in its present condition. The City has made no representations, statements, or warranties, either express or implied, as to the condition of the Training Site or as to its fitness for a particular use. User shall maintain the Training Site in a clean and useable condition and will be responsible for all reasonable, necessary, and appropriate clean up

after each use by User. If the Training Site is not returned in a clean, useable condition (ordinary wear and tear excepted), as determined in the sole discretion of the City, the City reserves the right to repair, clean up, and restore the Training Site and the full cost of said repair, cleanup, or restoration shall be paid by User to the City within ten (10) days after receipt of an invoice from the City.

6. **Assumption of Risk.** User acknowledges that participation in the training and use of the Training Site contemplated by this Agreement may carry certain inherent risks or dangers. In consideration for the use of the Training Site, User voluntarily assumes all such risks and dangers, and any other risks and dangers associated with this Agreement and the training and use of the Training Site contemplated hereunder, including but not limited to all risks of accidents, injury and damage to any persons or property.
7. **Indemnification.** User shall, to the extent permitted by law, defend at its expense, pay on behalf of, hold harmless, release, discharge, and indemnify the City and the City's employees, agents, officers, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, any act or omission (whether negligent, deliberate, or otherwise) by User, its officers, employees, agents, or representatives, in connection with this Agreement or the training or use of the Training Site contemplated hereunder. User further agrees that its liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this paragraph 7. Nothing herein is intended to serve as a waiver of sovereign immunity by User or an extension of User's or City's liability beyond the scope, provisions, or limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by User or the City to be sued by third parties in any matter arising out of this Agreement. The provisions of this paragraph 7 shall survive the termination of this Agreement and User's use of the Training Site.
8. **Insurance.**
  - A. User shall carry the following minimum types and amounts of insurance at its own expense:
    - i. Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to contractual liability under this Agreement, protecting the City against all claims or demands that may arise or be claimed on account of User's use of the Training Facility.
    - ii. Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.

iii. Workers' Compensation insurance as required by Florida law.

B. All of User's insurance policies, except Workers' Compensation, shall name the Indemnified Parties as additional insureds. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage. User shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, User shall provide copies of current policies with all applicable endorsements. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide. User hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

C. If User is a government entity, User may provide proof of insurance or self-insurance up to current statutory limits in lieu of the requirements in paragraph 8A.

11. **Termination.** This Agreement shall remain in full force and effect during the term specified in paragraph 1, unless earlier terminated by either party by the giving of ten (10) days written notice to the other party. Notwithstanding the foregoing, the City may immediately terminate this Agreement and revoke User's rights granted hereunder in the event the City determines, in the City's sole discretion, that User has failed to comply with any of the terms and conditions of this Agreement.
12. **No Assignment.** User shall not assign this Agreement or sublet any part of the Training Site without the prior written consent of the City.
13. **Compliance with Laws.** User shall comply at all times with all federal, state, and local statutes, rules, regulations, and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"). User shall also comply with all City policies and procedures, including but not limited to all policies and procedures related to use of the Training Site.
14. **Nondiscrimination.** User shall not discriminate against any person in the use of the Training Site because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
15. **Governing Law.** The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
16. **No City Responsibility.** The City shall not be responsible for any damages which may arise from any act of nature or other event which renders the Training Site unable to be

used as desired. Further, the City shall not be responsible for items left by participants, invitees, or volunteers of User and may dispose of any such items as the City deems appropriate in its sole and absolute discretion. All of User's property of every kind and description which may at any time be on City property shall be at User's sole risk.

17. **Third Parties.** User is not permitted to introduce, invite, or allow any third party onto the Training Site.
18. **Survival.** All obligations and rights of User arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification and defense, shall survive such expiration or earlier termination.
19. **Incident Reporting.** User must immediately report to Chief Rich Ganci, 727-423-0579 any accidents, injuries or incidents that occur while User is occupying and using the Training Site.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

**CITY OF PINELLAS PARK, FLORIDA**

WITNESSES:

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

Sign: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

Approved as to Form and Correctness:

(SEAL)

\_\_\_\_\_  
James W. Denhardt, City Attorney

**CITY OF ST. PETERSBURG, FLORIDA**

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
(Please Print or Type Name)

\_\_\_\_\_  
(Title)

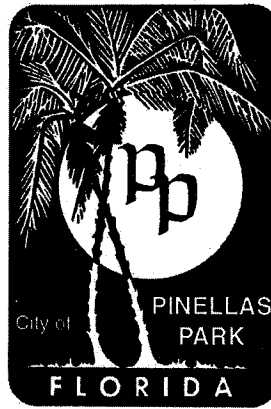
Approved as to Form and Content:

\_\_\_\_\_  
City Attorney (Designee)

City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

PHONE • (727) 369-0700  
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**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

December 3, 2021

Dr. Debra A. Rose  
Fire Administration Services Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #21-311**  
**Hold Harmless for Use of St. Petersburg Training Facility**

Dear Dr. Rose:

Our office has received and reviewed the above-referenced Hold Harmless and Indemnification Agreement for Use of City of St. Petersburg Training Facility. We note that the Agreement names the Pinellas Park Fire Department as the user. As the Pinellas Park Fire Department is not a separate legal entity, such Agreement must be entered into by the City of Pinellas Park, on behalf of and for the benefit of the Pinellas Park Fire Department. Please update the party to the Agreement and signature block accordingly.

In addition, the City Charter requires the City Attorney to approve of all contracts as to form and correctness. Please add the following signature block after the City of Pinellas Park signature block:

Approved as to form and correctness:

\_\_\_\_\_  
James W. Denhardt, City Attorney



PRINTED ON RECYCLED PAPER

Dr. Debra A. Rose  
December 3, 2021  
Page 2

Once the above changes are incorporated into the Agreement, our office would approve of the Agreement as to form and correctness.

Very truly yours,

A handwritten signature in black ink, reading "Lauren C. Rubenstein". The signature is fluid and cursive, with a small flourish at the end.

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Bart Diebold, Assistant City Manger  
Lisa Hendrickson, Assistant City Manager  
Chief Brett Schlatterer

LCR/dh

21-311.12032021.LDDR.Hold Harmless for SP Training Facility.wpd