

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR USE OF CITY OF LARGO TRAINING FACILITY AND PUMP TEST SITE

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2020 by and between the CITY OF LARGO, FLORIDA (hereinafter the "City") and _____, (hereinafter the "User" which term shall include, if applicable, the User's officers, agents and employees).

WHEREAS, the City owns and operates the Public Works Facility located at 1000 - 2nd Street SE in Largo, Florida which includes an area utilized by various departments and outside agencies for training purposes and to test fire pump equipment (the "Training Site"); and

WHEREAS, the Training Site is available for temporary use to conduct training, pump testing and other related activities during such dates and times as is mutually agreeable to the City and the User; and

WHEREAS, the User desires to use the Training Site for the purposes of Fire training and pump testing (where applicable).

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein.
2. TRAINING SITE DESCRIPTION. The Training Site is located on a portion of the City of Largo Public Works Facility premises and is more particularly described as follows:

Lake Largo Hammock Sub No. 1 NW ¼, Lot 24; Parcel ID# 02/30/15/47952/200/2400 and

Lake Largo Hammock Sub No. 2 NE ¼, Lot 25; Parcel ID# 03/30/15/47970/100/2500

It is expressly understood and agreed that User shall have access only to this portion of the City Public Works premises when conducting fire training. **User shall enter and exit the Training Site only through the rear gate of the Public Works property located off of 16th Street SW except as otherwise provided herein for pump testing only.**

3. TERM/USE OF TRAINING SITE. The Training Site, its appurtenances and fixtures, may be temporarily occupied and used by the User to conduct the aforementioned training and other related activities on the following agreed upon dates and times: period beginning and ending as identified on the attached Exhibit "A".

The use of any City equipment/fixtures located at the Training Site is allowed only upon permission from the City and at the City's sole discretion. City agrees to allow User access to and use of the following equipment/fixtures located at the Training Site: Fire training tower and grounds. Pump test facilities may be used upon approval from the City and when scheduled in accordance with Section 5 below.

4. CONDITION OF TRAINING SITE. The User agrees to maintain the Training Site in a clean and useable condition and will be responsible for all reasonable, necessary and/or appropriate clean up after each use by the User. If the premises is not returned to 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, cleanup, and restore the Training Site and the full cost of said repair, cleanup and/or restoration shall be paid by the User to the City within ten (10) days of receipt of an invoice from the City.
5. PUMP TESTING ACCESS AND USE. User may obtain access to the pump test facility during the term of this Agreement upon approval from the City and subject to the following additional conditions:
 - a) User may enter and exit the City's Public Works property for access to the pump testing equipment via the 1000 2nd St SE, Largo, FL 3377 entrance. **Access via this entrance is for**

use of the pump testing equipment only. User shall enter/exit the Public Works property for training and access to other portions of the Training Site through the rear gate of the property located off of 16th Street SW.

b) User shall be responsible to coordinate with third party vendors for pump testing as applicable. User shall also be responsible to coordinate with the City to schedule access to and use of the pump test equipment by contacting Rosalind Fortino at (727) 587-6718 no less than 72 business hours prior to User's anticipated arrival to the Public Works property. The City will make reasonable effort to accommodate User's request for access to the pump test equipment on a particular date/time, however the City reserves the right to reject User's request for use of the pump test equipment at a specific time/date in its sole discretion.

6. INDEMNITY/HOLD HARMLESS.

(a) If User is a municipal, county, state or federal governmental entity, User agrees as follows:

To the extent permitted by section 768.28, Florida Statutes or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq* the User does hereby assume all risks and hazards incidental to use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the User, its officers, employees, agents and representatives. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(b) If User is a private entity, User agrees as follows with respect to its use and occupancy of the Training Site:

The parties recognize that the User is an independent contractor. User assumes all risks and hazards incidental to User's use and occupation of the Training Site and participation in activities and use of equipment and facilities of the City and does hereby agree to waive, release, absolve, indemnify, defend and hold harmless the City, its commissioners, mayor, officers, employees, agents and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of User's use and occupation of the Training Site and the User's use of the equipment and facilities of the City. User's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification includes claims made by the employees of the User against the City and the User hereby waives its entitlement, if any, to immunity under Section 440.11, Florida

Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement and User's use of the Training Site and the City's equipment and facilities.

(c) Nothing contained in the foregoing indemnifications shall be construed to be a waiver of any immunity or limitation of liability the City or User may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

(d) User agrees to repair or replace any damage to any real or personal property of the City caused by the actions or omissions of the User, its officers, officials, employees, agents and participants in the training held at the Training Site.

7. THIRD PARTIES. User is not permitted to introduce, invite, or allow any third party onto the Public Works property, including but not limited to the Training Site. In the event User does, in fact, invite a third party or utilizes the services of a third party for training purposes, User agrees to indemnify and hold harmless the City from any damage or claims which may result from the acts or omissions of the third party, and said obligation to indemnify and hold harmless shall be subject to the terms of Section 6 above. The City reserves the right to deny access to any third party in its sole discretion.

8. ASSUMPTION OF THE RISK. Participation in the training and use of the Training Site contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person should be aware. To that extent, User acknowledges and agrees and hereby assumes the risks associated with the training activities contemplated herein and the use of said Training Site.

9. TERMINATION. This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated immediately, without cause, by a party hereto upon giving written notice thereof to the other party.

10. REGULATION COMPLIANCE. During the performance of this Agreement, User agrees to abide by any and all administrative, operational, and safety rules and regulations established by the City, its agents and/or employees during the use and occupation of the Training Site by the User. Any breach of any rule or regulation established by the City shall result in an immediate termination of the use of the Training Site and, in the City's sole discretion, termination of this Agreement.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

"USER"

*By: _____

Title: _____

WITNESSES:

Signature – Witness #1

Print/Type Name – Witness #1

Signature – Witness #2

Print/Type Name – Witness #2

*The individual executing this Agreement on behalf of the User affirms they are authorized to do so thereby binding the User to all terms and conditions herein contained.

CITY OF LARGO, FLORIDA

Henry Schubert, City Manager

ATTEST:

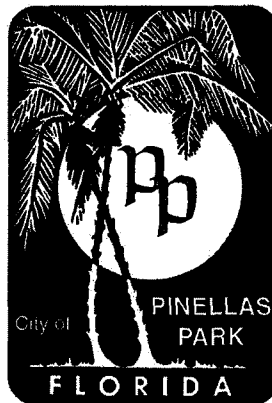
City Clerk

REVIEWED AND APPROVED:

Assistant City Attorney

City of
PINELLAS PARK

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



FLORIDA

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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

January 20, 2020

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

RE: City Document #20-009
Largo Training Facility and Pump Test Site Hold Harmless Agreement

Dear Dr. Rose:

I have received and reviewed the above-referenced Hold Harmless and Indemnification Agreement for use of City of Largo Training Facility and Pump Test Site. I would approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager

LCR/dh

20-009.01202020.LDR.Largo Training Facility Hold Harmless.wpd



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