

**RELEASE AND INDEMNIFICATION AGREEMENT REGARDING
USE OF THE SHERIFF'S FACILITIES AND/OR EQUIPMENT**

THIS RELEASE AND INDEMNIFICATION AGREEMENT is made and entered into on the date of last signature below, by and between **the City of North Port, Florida** whose address is: 4970 City Hall Boulevard, North Port, Florida 34286 (hereinafter "RELEASOR"), and **Chad Chronister, as Sheriff of Hillsborough County**, a Constitutional Officer of the State of Florida, whose mailing address is Post Office Box 3371, Tampa, Florida 33601, (hereinafter "SHERIFF").

WHEREAS, RELEASOR desires to use facilities and/or equipment operated and maintained by SHERIFF for the purpose of training and/or events. The SHERIFF has appropriate facilities for such training and/or events, including but not limited to, the Walter C. Heinrich Practical Training Site, 14063 County Road 39 South, Lithia, Florida 33547, the Pinebrook Training Center, 1409 North Falkenburg Road, Tampa, Florida 33619, the FRJ Assembly Room, 520 North Falkenburg Road, Tampa, Florida 33619, and any other agreed-upon facilities or parking areas. Equipment for such training and/or events, includes but is not limited to, SHERIFF'S equipment, property, or vehicles, as approved by the SHERIFF for RELEASOR'S use. Such facilities and/or equipment are hereinafter collectively referred to as "SHERIFF'S FACILITIES AND/OR EQUIPMENT").

THEREFORE, the parties agree as follows:

1. APPROVAL FOR USE. Subject to SHERIFF'S sole discretion, SHERIFF hereby grants to RELEASOR temporary approval to RELEASOR to use or occupy, subject to all the terms and conditions stated or referenced herein, certain SHERIFF'S FACILITIES AND/OR EQUIPMENT, as approved by the SHERIFF.
2. TERM/USE OF PREMISES. SHERIFF'S FACILITIES AND/OR EQUIPMENT may be temporarily used or occupied by RELEASOR to conduct training and/or events during such days and dates as is mutually agreeable to SHERIFF and RELEASOR. Any such dates and events shall be coordinated in advance with SHERIFF, who expressly reserves the right to refuse, restrict, or modify the type, duration, or date of any such training and/or events in SHERIFF'S sole discretion.
3. PAYMENT. If applicable, RELEASOR agrees to pay SHERIFF the agreed upon usage rate as set forth in the applicable Charge Schedule. Appropriate payment pursuant to the Charge Schedule shall be promptly remitted and made payable to "Chad Chronister, as Sheriff of Hillsborough County" pursuant to the Florida Prompt Payment Act. Failure to remit payment shall result in the accrual of interest pursuant to the Florida Prompt Payment Act at the approved statutory rate and may result in the immediate suspension and/or termination of RELEASOR'S privileges herein along with any other remedies available to the SHERIFF under Florida law.

4. UTILITIES/COSTS. If applicable, RELEASOR agrees to pay for those utilities or costs that are associated with RELEASOR'S use of the SHERIFF'S FACILITIES AND/OR EQUIPMENT pursuant to this Agreement and which are reasonably consumed or incurred by RELEASOR during the training and/or events.
5. CONDITION OF SHERIFF'S FACILITIES AND/OR EQUIPMENT. RELEASOR agrees to maintain SHERIFF'S FACILITIES AND/OR EQUIPMENT in a clean, usable, and undamaged condition and will be responsible for all reasonably necessary and/or appropriate clean-up or repair after use by RELEASOR. If the SHERIFF'S FACILITIES AND/OR EQUIPMENT are not returned to a clean, usable, and undamaged condition, as determined in the sole discretion of SHERIFF, SHERIFF reserves the right to repair or restore the SHERIFF'S FACILITIES AND/OR EQUIPMENT and such costs shall be paid by RELEASOR. Failure to remit payment may result in the immediate suspension and/or termination of RELEASOR'S privileges herein along with any other remedies available to the SHERIFF under Florida law.
6. INDEMNITY/HOLD HARMLESS.
 - (a) If RELEASOR is a city, county, state or federal governmental entity, RELEASOR agrees, to the extent permitted by Florida or Federal law, including but not limited to Florida Statute §768.28 or the Federal Tort Claims Act, 28 U.S.C. §2671 et seq., as applicable to this Agreement, and to the extent not prohibited by the Anti-Defense Act, 31 U.S.C. §1341, to indemnify and hold SHERIFF harmless for any damages sustained as a result of the negligent or wrongful act, or omission, of SHERIFF, SHERIFF'S agents, servants, officers, employees, invitees, or representatives (collectively "SHERIFF or SHERIFF'S PERSONNEL"), arising out of RELEASOR'S use or occupancy of SHERIFF'S FACILITIES AND/OR EQUIPMENT.
 - (b) If RELEASOR is a private entity, RELEASOR agrees, with respect to its use and occupancy of the premises, at SHERIFF'S option, to defend SHERIFF and/or SHERIFF'S PERSONNEL, against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of RELEASOR, its agents, servants, officers, employees, invitees, or representatives, and to indemnify and hold SHERIFF and/or SHERIFF'S PERSONNEL harmless for any damages sustained as a result of RELEASOR'S use or occupancy of the SHERIFF'S FACILITIES AND/OR EQUIPMENT pursuant to this Agreement.
 - (c) RELEASOR agrees to repair or replace any damage to any real or personal property of SHERIFF and/or SHERIFF'S PERSONNEL, caused through the fault of RELEASOR or RELEASOR'S agents, servants, officers, employees, invitees, or representatives, and occurring while the SHERIFF'S FACILITIES AND/OR EQUIPMENT are under the control or use of RELEASOR, and further agrees to be solely responsible for any award or payment and expenses (including any right of subrogation) of any workers compensation claim by SHERIFF and/or

SHERIFF'S PERSONNEL, that may result from the use of the SHERIFF'S FACILITIES AND/OR EQUIPMENT pursuant to this Agreement.

- (d) SHERIFF, as a Constitutional Officer of the State of Florida, does not waive any applicable immunities or limitations of liabilities provided by Florida or Federal law, including but not limited to Florida Statute §768.28, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.
7. **THIRD PARTY.** RELEASOR is not permitted to introduce, invite, or allow any third party to use or onto the SHERIFF'S FACILITIES AND/OR SHERIFF'S EQUIPMENT without the express consent of SHERIFF. SHERIFF reserves the right to deny access to any third party. In the event RELEASOR does invite or utilize the services of a third party after permission is obtained from the SHERIFF, RELEASOR agrees to indemnify and hold harmless SHERIFF and/or SHERIFF'S PERSONNEL from any damage or claims which may result, to the extent permitted by Florida Statute §768.28 or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., from the acts or omissions of the third party. Nothing in the foregoing shall be construed to be a waiver of any immunity or limitation of liability SHERIFF and/or SHERIFF'S PERSONNEL may be entitled to under Florida or Federal law, including but not limited to Florida Statute §768.28, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.
8. **ASSUMPTION OF THE RISK.** Participation in training and/or events through utilizing SHERIFF'S FACILITIES AND/OR EQUIPMENT as contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person would be aware. To that extent, RELEASOR acknowledges and hereby assumes any and all risks associated with the training and/or events contemplated herein and the use of the SHERIFF'S FACILITIES AND/OR EQUIPMENT.
9. **NO WARRANTY.** SHERIFF offers no warranty, express or implied, and makes no assurance with regard to the condition or fitness for use of the SHERIFF'S FACILITIES AND/OR EQUIPMENT.
10. **TERMINATION.** This Agreement shall remain in full force and effect until terminated by either party hereto. This Agreement may be terminated, at will, by a party hereto upon giving written notice thereof to the other party. In the event that RELEASOR terminates this Agreement, RELEASOR shall remain responsible for payment of any outstanding amounts already due and payable to SHERIFF.
11. **SAFETY/REGULATION COMPLIANCE.** During the performance of this Agreement, RELEASOR agrees to abide by any and all administrative, operational, and safety rules and regulations established by SHERIFF and/or SHERIFF'S PERSONNEL, at all times during the use of the SHERIFF'S FACILITIES AND/OR EQUIPMENT by RELEASOR. Any breach of a rule or regulation established by SHERIFF and/or SHERIFF'S PERSONNEL may result in RELEASOR'S immediate termination of use of the SHERIFF'S FACILITIES AND/OR EQUIPMENT and, in SHERIFF'S sole discretion, termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Release and Indemnification Agreement on the day and year stated below.

SHERIFF OF HILLSBOROUGH COUNTY

By: _____
Chad Chronister, Sheriff

Print Name: _____

Date: _____

Approved by the City Commission of the City of North Port, Florida on _____, 2022.

RELEASOR: CITY OF NORTH PORT, FLORIDA

By: _____
Pete Emrich, Mayor

ATTEST

Heather Taylor, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney