

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is hereby entered into this 12 day of MARCH, 2025, by and between INDIAN RIVER STATE COLLEGE (hereinafter "IRSC"), on behalf of IRSC Department of Campus Safety and Security (hereinafter "CSS") and the CITY OF FORT PIERCE, FL (hereinafter the "City"), a Florida municipal corporation, on behalf of the FORT PIERCE POLICE DEPARTMENT (hereinafter "FPPD").

WHEREAS, the FPPD has identified a 2009 Ford Crown Victoria, VIN 2FAHP71V59X102500, ("Vehicle") that has reached its end of life for use as a patrol vehicle for the FPPD but is suitable for campus security purposes for CSS; and

WHEREAS, the City desires to donate the Vehicle to IRSC; and

WHEREAS, in accepting the vehicle donation from the City, IRSC and CSS agree to indemnify and hold harmless the City and FPPD from any and all claims and/or litigation arising out of their ownership and/or use of the Vehicle.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, IRSC and the City hereby agree as follows:

- 1. Indemnification and Hold Harmless:** As a condition of the transfer of ownership of the Vehicle, IRSC and CSS hereby releases, indemnifies, and holds harmless the City and the FPPD, their officials, agents, attorneys, employees, administrators, executors, successors or assigns and/or representatives from and against any claims, demands, actions, liens, rights, subrogated or contribution interests, debts, liabilities, judgments, costs, and attorney's fees, arising out of, or alleged to have been caused by, claimed on account of, or in any manner predicated upon the obligations and activities arising from the transfer of ownership of and use of the Vehicle by IRSC and/or CSS, including any loss or damages which may occur even where that loss or damage is caused or alleged to have been caused by or contributed to, in any manner, by either party, or caused or alleged to have been caused by, or on account of, or through any negligence or alleged negligence of either of the parties, or through any act, omission or fault or alleged act, omission or fault of the parties, their employees, subcontractors, consultants or agents.
- 2. Jurisdiction and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any legal action, claim, or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in St. Lucie County, Florida. The parties hereby consent to the venue and jurisdiction of the courts located in St. Lucie County, Florida, for the resolution of any disputes under this Agreement.
- 3. Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.


IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties.

AS TO INDIAN RIVER STATE COLLEGE:

BY: 
Dr. Timothy E. Morre, President

DATE: 3-12-25

AS TO IRSC CAMPUS SAFETY AND SECURITY:

BY: 
Victor Barber, Chief of Campus Safety and Security

DATE: 3-12-25

AS TO THE CITY OF FORT PIERCE:

BY: _____
Linda Hudson, Mayor

DATE: _____

ATTEST:

BY: _____
City Clerk

(seal)

AS TO THE FORT PIERCE
POLICE DEPARTMENT:

BY: 
Diane Hoble-Burney, Chief of Police

DATE: 4-1-25

APPROVED AS TO
FORM AND CORRECTNESS:

BY: _____
Sara Hedges, City Attorney