



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
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Transmittal From: City manager
Department
Delivered by: Yamileth pereyra
Name
Date of Transmittal: 2/10/12



The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation
- Vehicle Title
- Special Magistrate Order
- Other: _____

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Hold harmless agreement: New government center. (Flagler Real Estate Development)

Office of the City Clerk Administrative Use Only

Received by: Carrie Diaz

Reviewed for completion by: Barbara Heuer

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive (J DRIVE): _____ (Date) Hard copy archive: _____ (Date)

Tracking Log: _____ (Date) Website: _____ (Date)

Copy provided in electronic format to originating Department on _____ (Date)

Originals returned on _____ (Date)

HOLD HARMLESS AGREEMENT

In consideration of the right to store such materials and equipment as the City of Doral (the "City") shall deem appropriate (the "Items") at the New City Hall Building for the City of Doral, Florida, to be located at 8401 N.W. 53rd Terrace, Doral, Florida (the "Project"), prior to the completion and delivery of the New City hall to the City, the City hereby agrees to indemnify and hold harmless **Flagler Real Estate Development LLC, Codina Construction Corporation, d/b/a Flagler Construction Corporation, CM Doral CH Development LLC, Codina Management LLC**, and their respective officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents (collectively, the "Indemnified Parties", and individually, each an "Indemnified Party"), and to protect and defend them against any and all claims for loss or expense or suits for damage to persons or property, including its property, arising from the delivery, storage and/or removal of the Items at the Project by the City or the visit by any person(s) whatsoever to the Project in connection therewith; except for (i) any claim arising from the gross negligence or intentional misconduct of an Indemnified Party and/or (ii) any claim that is covered by the builder's risk insurance policy obtained in connection with the Project.

The City agrees that any Item to be delivered to and stored at the Project will be of the kind and nature that would otherwise be utilized at the New City Hall once it is operational.

The City further agrees that the Indemnified Parties shall not be responsible to provide security at the Project site to protect against vandalism, theft, breakage or damage to the Items.

This Agreement shall be governed by and the terms and conditions hereof shall be interpreted in accordance with, the laws of the State of Florida.

CITY OF DORAL, FLORIDA

By: 
Yvonne Soler-McKinley
City Manager

Attest: 
Barbara Herrera
City Clerk

Reviewed and approved for legal sufficiency only:

By: 
Jimmy L. Morales
City Attorney

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