

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Hold Harmless Agreement – Lo Bros. Enterprises

DEPARTMENT: Library & Leisure Services **DIVISION:** Administration

AUTHORIZED BY: *J. Goldman* **CONTACT:** J. Suzy Goldman **EXT:** 1605

Agenda Date: <u>4/12/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute an agreement with Lo Bros. Enterprises.

BACKGROUND:

As part of National County Government Week, Seminole County is hosting an event at Big Tree Park on Thursday, April 14, 2005. Due to limited parking on site, use of an adjacent parking lot owned by Lo Bros. Enterprises has been requested. Lo Bros. has requested execution of the attached Hold Harmless Agreement.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: <u><i>Jes</i></u>
File No. <u>CLLA01</u>

HOLD HARMLESS AND RELEASE OF LIABILITY

SEMINOLE COUNTY, whose mailing address is 1101 East First Street, Sanford, FL 32771-1468 (hereinafter referred to as "COUNTY") has requested permission from **LO BROS. ENTERPRISES**, whose address is 751 General Hutchinson Parkway, Longwood, Florida 32750 (hereinafter referred to as "LO BROS."), to use a parking lot owned by LO BROS located at 751 General Hutchinson Parkway, Longwood, Florida on April 14, 2005, from 9:30 a.m. until 11:30 a.m., for parking during a County sponsored event , "Heritage of Heroes", at Big Tree Park.

To the extent allowed by law and in consideration of permitting the use of LO BROS.' property for parking during the "Heritage of Heroes" event, COUNTY does hereby release and discharge LO BROS., its agents, officers and employees from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature or description arising or which may arise hereafter from COUNTY'S negligent use of the property located at 751 General Hutchinson Parkway, Longwood, Florida.

COUNTY further agrees, to the extent allowed by law, to indemnify and hold harmless LO BROS., its agents, officers and employees from any and all claims, demands, and causes of action of every kind and nature by third parties for damages to persons or property, costs, charges and expenses, including attorneys' fees which may arise out of, by reason of, or in any manner grow out of COUNTY'S negligent use of the property as described above.

In the event that LO BROS.' owned property is damaged or destroyed as a result of COUNTY'S negligent use of said property, then COUNTY agrees to pay to LO BROS. the full cost of restoring said property to its condition prior to COUNTY'S use, with total cost and condition to be determined by the COUNTY.

DATED this _____ day of _____, 2005.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney