

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Hold Harmless Agreement

DEPARTMENT: Public Safety **DIVISION:** EMS/Fire/Rescue

AUTHORIZED BY: K.M. Roberts **CONTACT:** Terry L. Schenk **EXT.** 5002

Agenda Date <u>6/24/03</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 the County Manager or designee to have signatory authority for a generic hold harmless agreement that would permit EMS/Fire/Rescue units access to private property to conduct nondestructive training.

BACKGROUND:

The Fire/EMS Division currently utilizes private property for emergency incident training on mid and hi-rise buildings for high angle training.

The County's current Hold Harmless Agreement requires approval from the property owner/manager, the Clerk of the Court, and the BCC Chairman. At times, training opportunities were missed due to the lead time necessary to execute the hold harmless agreement and the short time frame certain buildings were available for the needed training activities.

As an alternative, the County Attorney's office has drafted an agreement which assigns this approval authority to the County Manager or designee. The County's Risk Management Division has reviewed the proposed agreement and concurs that it complies with our insurance requirements.

Reviewed by:	
Co Atty:	<u>[Signature]</u>
DFS:	
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPSEM</u>

HOLD HARMLESS AND RELEASE OF LIABILITY

SEMINOLE COUNTY, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "COUNTY"), has requested permission from _____, whose address is _____ (hereinafter referred to as "OWNER"), to use their property and building located at _____ on _____ (date), for the purpose of conducting high angle rescue training in emergency services. Said training would include, but not be limited to, gaining access to the roof and exterior walls of buildings on the property for rappelling, performing patient rescue and practicing aerial apparatus setups.

In consideration of permitting the use by the COUNTY of property, buildings and parking areas for its training purposes, COUNTY does hereby release and discharge OWNER, 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 use of the property, BUILDINGS AND PARKING AREA located at _____, to the extent as may be permitted by law.

COUNTY further agrees, to the extent that may be permitted by law, to indemnify and hold harmless OWNER, 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 use of the property as described above for its training purposes.

In the event that OWNER'S property, buildings or parking area are damaged or destroyed as a result of COUNTY'S use of the location for training purposes, then COUNTY agrees to pay to the OWNER the full cost of restoring said property, buildings or parking area to its condition prior to COUNTY'S use, with total cost and condition to be mutually agreed upon by the parties.

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

County Attorney

DRAFT