

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Hold Harmless Agreement with Celery City Cruisers

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

**AUTHORIZED BY:**  **CONTACT:** J. Suzy Goldman **EXT:** 1600

<b>Agenda Date:</b> <u>7/13/04</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Hold Harmless Agreement for Antique Car Show with Celery City Cruisers.

**BACKGROUND:**

Celery City Cruisers (classic automobile club) will hold an Antique Car Show on the grounds of the Museum of Seminole County History November 13, 2004. The Hold Harmless Agreement is to indemnify County against liability loss or damage. The President of the Club will be signing the agreement on behalf of the members.

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

**CELERY CITY CRUISERS**  
**AGREEMENT AND HOLD HARMLESS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **CELERY CITY CRUISERS**, a recreational organization, whose mailing address is P.O. Box 560, Sanford, Florida 32772, hereinafter referred to as "CRUISERS".

In consideration of the mutual terms and conditions hereinafter set forth COUNTY and CRUISERS agree as follows:

COUNTY hereby agrees to allow CRUISERS to use the Seminole County Historical Museum grounds located at 300 Bush Boulevard, Sanford, Florida 32771, as described in attached Exhibit "A" attached hereto and incorporated herein, on November 13, 2004, for the purpose of holding its Antique Car Show.

CRUISERS agrees to indemnify and hold harmless the COUNTY from and against any and all liability, loss or damage the COUNTY may sustain as a result of claims, demands, grievances, costs, judgments or causes of action of every kind and nature 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 hereafter arise from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance as will provide to COUNTY the protection contained in the foregoing indemnification

and hold harmless undertaken by CRUISERS. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request. The maintenance of the insurance coverage set forth herein shall not be construed to limit CRUISERS liability under the provisions of the indemnification clause.

CRUISERS does hereby release and discharge COUNTY, its agents, officers and employees from and against any and all claims, demands, grievances, costs, judgments or causes of action of every kind and nature 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 hereafter arise from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall be responsible for cleaning up and leaving the premises in the same condition as they were found. Failure to maintain or clean up the premises used shall result in the COUNTY employing such persons as necessary to bring the premises used up to the condition existing prior to use by CRUISERS. CRUISERS shall be responsible for any costs incurred by the COUNTY for such cleanup services.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CELERY CITY CRUISERS

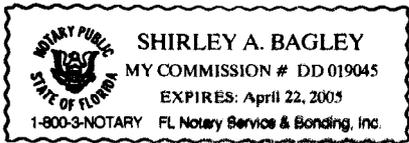
Joyce Danopuk  
By: JOYCE DANOPUK  
As: Secretary

David Scott  
By: DAVID SCOTT  
As: President

Date: 6-25-04

STATE OF Florida )  
 )  
COUNTY OF Seminole )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2004, by DAVID SCOTT and JOYCE DANOPUK, as President and Secretary respectively of Celery City Cruisers. They are personally known to me or have produced D512-433-50-799-0-J.D. as 5300-176-44-087-0-D.S. identification.



Shirley A. Bagley  
NOTARY PUBLIC  
My Commission expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

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

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 2004  
regular meeting.

\_\_\_\_\_  
County Attorney

KC/gn  
5/18/04

Attachment:

Exhibit "A" - Historical Museum Grounds Map  
P:\Users\kconsalo\MYDOCS\Agreements\Celery City Cruisers.doc

COUNTY FIRE  
STATION 35

COUNTY HOME RD.

CELEBY  
CITY CRUISEES  
SHOW AREA

US HWY 17-92

NORTH

(A)

(C)

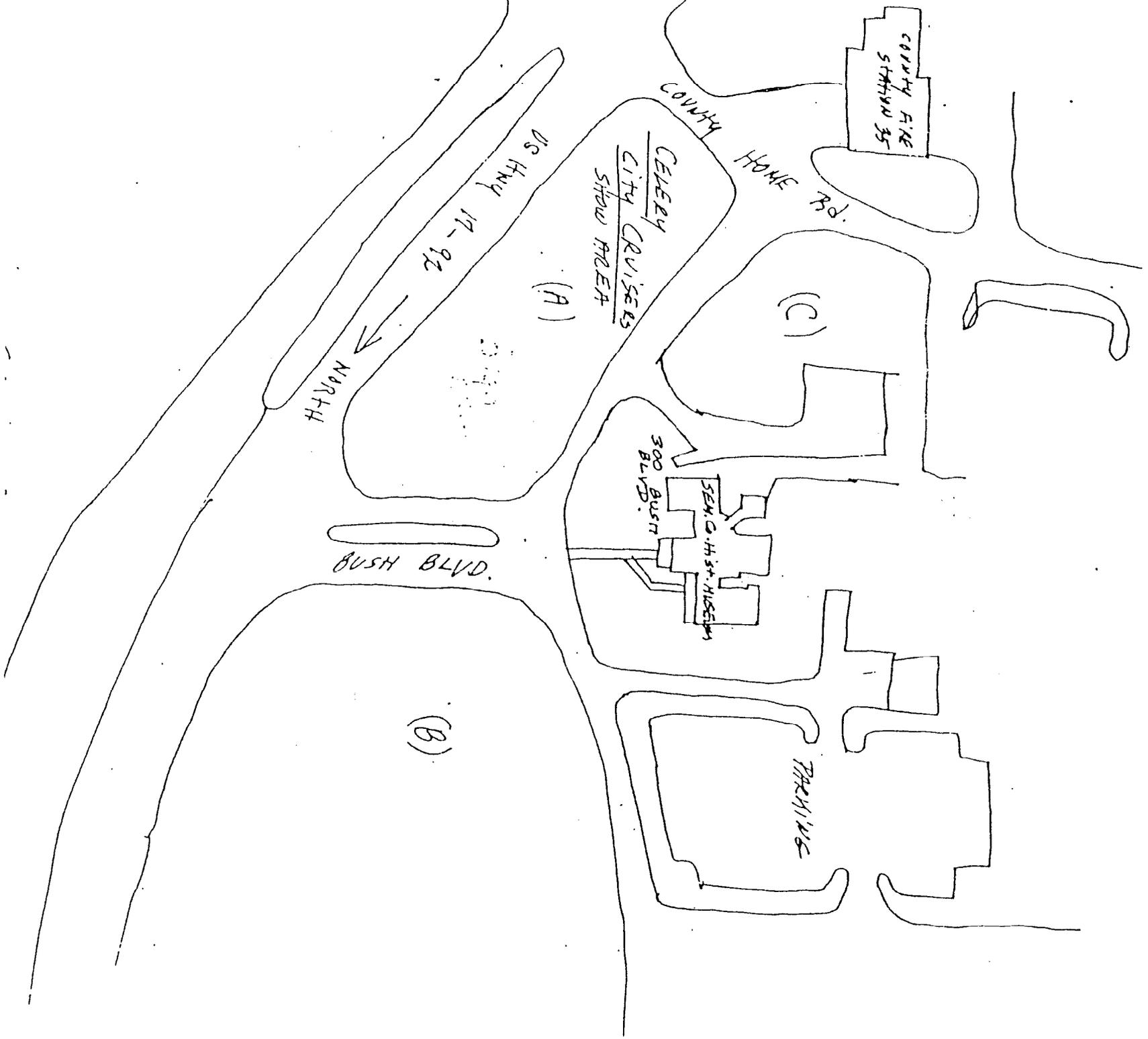
300 BUSH  
BLVD.

SEN. O. H. ST. MUSEUM

BUSH BLVD.

TRAILERS

(B)



33 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
45 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the insurance  
KV company of The Hartford Insurance Group shown below.

SBM

**INSURER:** HARTFORD CASUALTY INSURANCE COMPANY  
HARTFORD PLAZA, HARTFORD, CT 06115  
COMPANY CODE: 3

**Policy Number:** 20 SBM KV4533 DV

**SPECTRUM POLICY DECLARATIONS ORIGINAL**



**Named Insured and Mailing Address:** CELERY CITY CRUISERS  
(No., Street, Town, State, Zip Code)

P.O. BOX 560  
SANFORD FL 32773

**Policy Period:** From 11/22/03 To 11/22/04 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in Maine, Michigan, New Hampshire, North Carolina.

**Name of Agent/Broker:** SNEED ROBINSON & GERBER INC/PHS  
**Code:** 245436

**Previous Policy Number:** 20 SBM KV4533

**Named Insured is:** NON PROFIT

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** NONE

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

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**TOTAL ANNUAL PREMIUM IS:** \$363

FLORIDA FC SURCHARGE: \$ .36  
FL EMERG MGMT SURCH: \$ 4.00

Countersigned by

*Alan M. Schmook*  
Authorized Representative

09/03/03  
Date

\*3100220KV45330101 15080

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 20 SBM KV4533

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001            **Building:** 001

715 OAKWAY  
SANFORD                      FL 32773

**Description of Business:**  
CLUBS RECREATION NON PROFIT

**Deductible:** NO COVERAGE

**BUILDING AND BUSINESS PERSONAL PROPERTY      LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

**REPLACEMENT COST**

NO COVERAGE

**PERSONAL PROPERTY OF OTHERS**

**REPLACEMENT COST**

NO COVERAGE

**MONEY AND SECURITIES**

**INSIDE THE PREMISES**  
**OUTSIDE THE PREMISES**

NO COVERAGE

NO COVERAGE

**SPECTRUM POLICY DECLARATIONS (Continued)**

POLICY NUMBER: 20 SBM KV4533

15081  
\*3100220KV45330101

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
<b>AGGREGATE LIMITS</b>	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
<b>EMPLOYMENT PRACTICES LIABILITY</b>	
COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 5,000
<b>DEDUCTIBLE - EACH CLAIM LIMIT</b>	
NOT APPLICABLE	
AGGREGATE LIMIT	\$ 5,000
RETROACTIVE DATE: 11222000	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 20 SBM KV4533

**Form Numbers of Forms and Endorsements that apply:**

SS 00 01 04 93	SS 00 05 06 96	SS 00 08 04 01	SS 01 58 03 98
SS 01 67 06 96	SS 01 90 01 95	IH 10 01 09 86	SS 05 12 03 92
SS 05 47 09 01	SS 05 64 03 00	SS 50 57 09 01	SS 83 67 12 02
SS 09 01 09 00	SS 09 42 07 99	SS 40 23 03 00	G-3305-0