

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Agreement for Controlled Burn of Structure Owned by Sanford Airport Authority

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

**AUTHORIZED BY:** K.M. Roberts      **CONTACT:** Leeanna Raw      **EXT.** 5002

|                                   |   |   |  |  |
|-----------------------------------|---|---|--|--|
| <b>Agenda Date</b> <u>8/22/06</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 Agreement between Seminole County and Sanford Airport Authority for the EMS/Fire/Rescue Division to conduct controlled burns of abandoned structures owned by the Sanford Airport Authority.

District -5 Carey      (Leeanna Raw, Fire Chief)

**BACKGROUND:**

The Sanford Airport Authority has been purchasing structures in the area surrounding the Sanford Airport property due to runway expansions and future endeavors. These structures are slated for demolition over the next several years. The Sanford Airport Authority has requested that the EMS/Fire/Rescue Division conduct controlled burns of these structures as a means of disposal. Entering into this agreement will not only be of benefit to the Sanford Airport Authority, it will also provide live training exercises for firefighters.

|              |                    |
|--------------|--------------------|
| Reviewed by: | <u>[Signature]</u> |
| Co Atty:     | <u>[Signature]</u> |
| DFS:         | <u>[Signature]</u> |
| Other:       | <u>[Signature]</u> |
| DCM:         | <u>[Signature]</u> |
| CM:          | <u>[Signature]</u> |
| File No.     | <u>CPSF01</u>      |

## AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between **Sanford Airport Authority**, hereinafter referred to as the "SAA" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

### WITNESSETH:

**WHEREAS**, the COUNTY desires to further the training of its firefighters by conducting training exercises including the controlled burning of appropriate structures; and

**WHEREAS**, the SAA has been purchasing structures in the area surrounding the Orlando/Sanford Airport property due to runway expansions and future endeavors; and

**WHEREAS**, these structures are slated for demolition over the next several years and the County is in need of acquired structures for training; and

**WHEREAS**, the SAA acknowledges the benefits of fire training including the controlled burning of the abandoned structures on its property for the enhancement of fire protection services; and

**WHEREAS**, the SAA, has offered for training purposes and the COUNTY has agreed to the controlled burning of these structures located on Airport property including, but not limited to, Beardall Avenue, State Road 46, and Cameron Avenue, Sanford, Florida, hereinafter referred to as the "Structures".

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subject to weather conditions, the COUNTY proposes to conduct training to include controlled burnings of the Structures starting in September, 2006, through December, 2007.

2. The SAA warrants they have clear titles to the Structures and the authority to have the Structures demolished.

3. Subject to the limitations and allowances of Florida law pertaining to governmental agencies and subdivisions, the COUNTY agrees to hold harmless, defend, and indemnify the SAA and its affiliates, officers, directors, shareholders, employees, attorneys, and agents from and against any and all claims, demands, actions, liabilities, causes of action, injuries, lawsuits, settlements, judgments, costs and expenses arising out of the burning of the Structures by the COUNTY or any of its employees or agents.

4. The SAA agrees to comply with all applicable regulations of Seminole County with respect to the removal of debris after the controlled burning of the Structures.

5. The COUNTY agrees to notify the SSA President and CEO one week prior as to the Structure location and type of training being conducted.

6. Should the SAA determine that it needs to proceed with site work improvements prior to the County completing controlled burn training on the existing structures, the SAA hereby reserves the right to demolish the structures at any time under this agreement

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

Diane Crews  
Witness

By: ORLANDO/SANFORD INTERNATIONAL AIRPORT  
Sanford Airport Authority

Diana M. Metz Olson  
Witness

By: [Signature]  
LARRY A. DALE, President & CEO

Date: 07-21-06

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

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

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

\_\_\_\_\_  
controlled burn agt