

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement for Controlled Burn of Structure Owned by Habitat for Humanity

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

AUTHORIZED BY: *[Signature]* 8/19/05 **CONTACT:** Terry Schenk **EXT.** 5002

Agenda Date <u>9/13/05</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 Agreement between Seminole County and Habitat for Humanity for the EMS/Fire/Rescue Division to conduct a controlled burn of an abandoned structure owned by Habitat for Humanity.

(Terry Schenk, Fire Chief)

BACKGROUND:

The Habitat for Humanity was awarded by court order a Final Judgment of Possession to the property with abandoned structure at 1821 Burrows Lane, Sanford. They have requested that the EMS/Fire/Rescue Division conduct a controlled burn of the structure as a means of disposal. Entering into this agreement will not only be of benefit to the Habitat for Humanity, it will also provide a live training exercise for the firefighters.

Reviewed by:	<u><i>[Signature]</i></u>
Co Atty:	<u><i>[Signature]</i></u>
DFS:	<u> </u>
Other:	<u><i>[Signature]</i></u>
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No	<u>CPSF 02</u>

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of Aug, 2005, by and between the **Habitat For Humanity** in Seminole County, hereinafter referred to as the "OWNER" 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 involving the controlled burning of appropriate structures; and

WHEREAS, the OWNER acknowledges the benefits of the controlled burning of an abandoned structure on its property for the enhancement of fire protection services; and

WHEREAS, the OWNER, has requested and the COUNTY has agreed to the controlled burning of the structure located at 1821 Burrows Lane, Sanford, Seminole County, Florida, hereinafter referred to as the "Structure".

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 a controlled burning of the Structure during the week of Oct 17, 2005.
2. The OWNER agrees to indemnify the COUNTY from any liability arising out of the lack of the OWNER's authority to have the Structure destroyed and/or the OWNER's lack of clear title to the Structure.
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 OWNER 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 Structure by the COUNTY or any of its employees or agents.
4. The OWNER agrees to comply with all applicable regulations of Seminole County with respect to the removal of debris after the controlled burning of the Structure.

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

Maryann J. Smith
Witness

Carole Ann Van Valkenburg
Witness

By: R.C. Klettner
ROBERT C. KLETTNER, as Managing
Director of Habitat for Humanity in Seminole
County.

Date: 8-4-05

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

08/12/2005 FRI 11:31 FAX 4076965833 Habitat Seminole

002/002

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

4/26/05

PRODUCER

Acordia
7 Giralda Farms
2nd Floor
Madison, NJ 07940

800-824-9245

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A FEDERAL INSURANCE CO

COMPANY

B

COMPANY

C

COMPANY

D

COPY

INSURED

HABITAT FOR HUMANITY
IN SEMINOLE COUNTY
154B SEMINOLA BLVD, STE 141
CASSELBERRY, FL 32707

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	35781707	4/01/05	4/01/06	GENERAL AGGREGATE	2000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Hired & Non-Owned Liab.				PROD-COMP/OP AGG. 2000000 PERS. & ADV. INJURY 1000000 EACH OCCURRENCE 1000000 FIRE DAMAGE(One Fire) included MED EXP(Any one persn) 0	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	
	CARACK LIABILITY				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	
	EXCESS LIABILITY				UMBRELLA FORM OTHER THAN UMBRELLA FORM EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPL.	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE