


**BUSINESS OF THE CITY COUNCIL
WINDSOR HEIGHTS, IOWA
AGENDA STATEMENT**

Item No. 9
For Meeting of 07/02/07

ITEM TITLE: Hold Harmless Agreement (SERT Training)

CONTACT PERSON: Gary D. Walters, Police Chief
Marketa George Oliver, City Administrator

SUMMARY EXPLANATION: The attached is a Hold Harmless Agreement related to training sessions provided by the Suburban Emergency Response Team. SERT is offering training opportunities involving officers from the five member cities divided into multiple training dates to allow everyone the opportunity to attend and still allow each of the cities adequate staff to handle our day to day services.

____Resolution _____Ordinance ____ Contract ____Other (Specify)_____
Funding Source _____
APPROVED FOR SUBMITTAL _____ <div style="text-align: center;"> _____ City Administrator</div>

STAFF RECOMMENDATION: Staff supports the Hold Harmless Agreement and the opportunity to attend additional training to our law enforcement staff.

COUNCIL ACTION:

RESOLUTION NO. 07-0702/

A RESOLUTION APPROVING A HOLD HARMLESS AGREEMENT FOR CERTAIN TRAINING.

WHEREAS, the City strives to provide the best possible police protection of its citizens; and,

WHEREAS, the City until the end of 2007 is a party to the Suburban Emergency Response Team agreement; and,

WHEREAS, The City pays for training association with the involvement in SERT; and,

WHEREAS, The City desires to enter into a hold harmless agreement for training services; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council authorizes the Mayor and the City Administrator to enter into a hold harmless and indemnification agreement with the cities of Altoona, Clive, Johnston, West Des Moines and Urbandale.

PASSED AND APPROVED THIS 2nd DAY OF JULY, 2007

Jerry Sullivan, Mayor

ATTEST:

Marketa George Oliver, City Administrator/Clerk

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Cities of Altoona, Clive Urbandale, Johnson, West Des Moines and Windsor Heights (each referred to herein as "City" and collectively as the "Cities") hereby agree to indemnify and hold harmless _____ ("Owner"), which owns and/or operates _____, from any and all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which Owner may incur or sustain due to negligent or willful misconduct attributed to the employees of one of the Cities, related to the training session to be provided by the Suburban Emergency Response Team (S.E.R.T.) on or about _____. The said training session is for the benefit of the Owner and the Cities. As a condition of this Agreement, Owner must provide the Cities with prompt notice, at the addresses contained on Exhibit A attached hereto, of any such claim, demand, or action and all necessary information and assistance so that the City responsible for the actions of its employee may be identified and then defend or settle such claim, demand, or action. In the event that any such claim, demand, or action is caused by the joint or concurrent negligence of the Owner and the City's employee, then the loss, expense, or claim shall be borne by the Owner and the applicable City in proportion to its respective negligence in causing said loss, expense, or claim.

DATE: _____

(Name of Party)
By: _____
Its: _____

City of Altoona
By: _____
Its: _____

City of Clive
By: _____
Its: _____

City of Urbandale
By: _____
Its: _____

City of Johnston
By: _____
Its: _____

City of West Des Moines
By: _____
Its: _____

City of Windsor Heights
By: _____
Its: _____

Exhibit A

Addresses for Notices to Cities

City of Altoona
905 3rd Avenue
Altoona, IA 51003-0910

City of Urbandale
3600 86th Street
Urbandale, IA 50322

City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

City of Clive
1900 NW 114th Street
Clive, IA 50325-7077

City of Johnston
6221 Merle Hay Road
Johnston, IA 50131

City of Windsor Heights
1133 66th Street
Windsor Heights, IA 50311