

RESOLUTION R-17-055

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A STANDARD LOAN AGREEMENT FOR THE DURABLE MEDICAL EQUIPMENT TEMPORARY LOAN PROGRAM; PROVIDING FOR THE DELEGATION OF AUTHORITY TO EXECUTE THE STANDARD LOAN AGREEMENT; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County, a political subdivision of the State of Florida, doing business through its Public Safety Department (the "County") sponsors a Durable Medical Equipment Temporary Loan Program as a community service in order to enable community members to borrow such medical equipment as needed; and

WHEREAS, the Board of County Commissioners (the "Board") has determined that it is necessary and in the best interest of the County to approve the form of, and delegate authority to execute, a standard loan agreement for the Durable Medical Equipment Temporary Loan Program, as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. APPROVAL OF FORM AGREEMENT FOR USE OF COUNTY DURABLE MEDICAL EQUIPMENT. The Board hereby approves the form of the following agreement for the use of durable medical equipment for the citizens of Manatee County:

Exhibit (1) – Standard Loan Agreement-attached

The Director of the Public Safety Department (the "Director"), or his or her designee, is hereby authorized and directed to execute the agreements and general conditions substantially in the form set forth in the above referenced exhibit to this Resolution, with such supplemental documents as are incorporated therein and consistent therewith.

SECTION 2. REPORTING. The Director shall annually provide a list to the Board of all agreements approved and executed pursuant to Section 1, above.

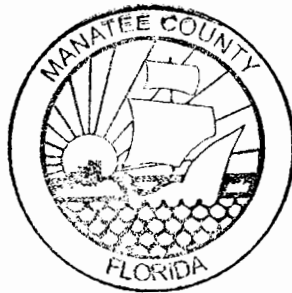
SECTION 3. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 4. APPLICABILITY. The form of the agreement and general conditions approved herein shall apply and be utilized in all transactions entered into on or after the effective date hereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 6th DAY OF June, 2017.

**MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida**



By: its Board of County Commissioners

By: [Signature]
Chairperson


Date: 6/6/17

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: [Signature]
Deputy Clerk

Exhibit 1

Manatee County, Florida
Temporary Loan Closet — Loan Agreement



A Community Paramedic Partnership

Consumer Name: _____ Date Of Birth: _____ Date: _____

Address: _____

Phone Number: _____

START DATE: _____

END DATE: _____

Equipment Loaned:

Inventory Number:

Equipment Loaned:

Inventory Number:

Equipment Loaned:

Inventory Number:

TOTAL ESTIMATED VALUE: _____

The Borrower understands and agrees that Manatee County, a political subdivision of the State of Florida, doing business through its Public Safety Department (the "County") sponsors a Durable Medical Equipment Temporary Loan Program as a community service in order to enable community members to borrow such medical equipment ("Equipment") as needed.

Borrower accepts responsibility for the use of the Equipment subject to this Agreement and understands the appropriate method of use for the equipment.

Borrower understands that the Equipment remains the property of the County and that all Equipment must be returned by the scheduled return date in as good a condition as when received by the Borrower, except for reasonable wear and tear. The Borrower shall be responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody of the Equipment until it is returned to the County.

Equipment extension beyond 90 days may be available upon request by contacting the County.

The County disclaims all representations and warranties associated with the Equipment and any use thereof, including any representation or warranty regarding the safety, operating conditions, or fitness of any Equipment to serve any purpose or perform any intended use.

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold harmless the County, its agents, officials, employees and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including costs and attorney's fees incurred by the County in connection with the use of the Equipment.

In the event of any claim or judgment rendered against the County in any action arising out of the performance of this Agreement, Borrower shall, at its own expense, satisfy and discharge the same. The indemnity provision shall survive the termination or expiration of this Agreement until such time as any and all claims arising under this Agreement have been finally resolved regardless of when such claims are made.

In witness whereof, the parties hereto have caused this Agreement to be duly executed by the undersigned officials, as duly authorized.

Borrower Signature: _____ **Date:** _____

The County's Public Safety Director (or his or her designee):
_____ **Date:** _____