
Facility Use Agreement
between
Orange County, Florida
and
Florida Fire Chiefs' Association, Inc.
regarding
Use of the County's Fire Training Facility

THIS FACILITY USE AGREEMENT (or "**Agreement**") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "**County**") on behalf of the County's Fire Rescue Department, and **FLORIDA FIRE CHIEFS' ASSOCIATION, INC.**, not for profit corporation whose principal address is 221 Pinewood Drive, Tallahassee, Florida 32303 (the "**Association**" or "**FFCA**"). The County and the Association may be referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, the Association is a nonprofit whose mission is to advance the profession of fire and emergency services through strategic and proactive leadership, education, development, and advocacy; and

WHEREAS, the Association holds a "**Florida Fire & EMS Conference**" in January of each year in central Florida that includes hand-on fire training; and

WHEREAS, the County owns certain real property located at 11308 Curry Ford Road, Orlando, Florida 32828 on which the County owns and operates a "**Fire Training Facility**" (hereinafter referred to collectively as the "**Facility**") that can be used to provide training and educational opportunities for "**Firefighters**" (as defined in Chapters 112 and 633, Florida Statutes), students, and trainees; and

WHEREAS, the Association desires to use the Facility to provide Fire Training (as later defined) as part of the Association's 2026 Florida Fire & EMS Conference beginning on January 5, 2026, and ending on January 9, 2026 ("**Conference**"); and

WHEREAS, the County has determined that granting the Association a license to use the County's Facility for Fire Training purposes is in the interest of the public health, safety, and welfare; and

WHEREAS, the Parties wish to enter into this Agreement to establish the terms and conditions pursuant to which the County will grant the Association a license to use the Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, the Association and the County agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated as material part of this Agreement by reference.

Section 2. Notices.

- A. **Notices.** Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt. Either party may change its designated official or address for receipt for notice by giving written notice of such change to the other party in the manner provided in this section.

To the County: Orange County, Florida
County Administration
Attention: Public Safety Director
201 South Rosalind Avenue
Orlando, Florida 32801

AND

Orange County Fire Rescue
Attention: Orange County Fire Chief
P.O. Box 5879
Winter Park, Florida 32793-5879

To the Association: Florida Fire Chiefs' Association, Inc.
221 Pinewood Drive
Tallahassee, Florida 32303

- B. **Liaisons.** The Association's liaison (the "**Association Liaison**"), contact information will be provided to the County Liaison upon this Agreement's execution. The County's liaison (the "**County Liaison**") contact information will be provided to the Association Liaison upon this Agreement's execution. The Parties reserve the right to substitute the respective Liaison's by providing written notice of such substitution to the other Party pursuant to the "**Notices**" section of this Agreement.

Section 3. Effective Date and Term.

- A. **Effective Date.** This Agreement shall become effective on January 2, 2026, at 12:01 a.m., provided that both Parties have executed this Agreement by said date; if either Party executes this Agreement after January 2, 2026, then this Agreement will become effective upon the date of execution by both Parties ("**Effective Date**").
- B. **Term.** The "**Term**" of this Agreement shall begin on the Effective Date, and expire on January 9, 2026, at 11:59 p.m.

- C. **Renewals.** The Orange County Fire Chief is hereby authorized to approve or reject Licensee's written notice to renew the terms of this Agreement for up to four (4) additional renewal periods ("**Renewal Terms**") by entering into a written amendment to this Agreement that is signed by both Parties. Any renewal amendment must include, at a minimum, the effective date and expiration date of the Renewal Term.

Section 4. Fire Training Terms.

- A. **Fire Training Terms.** The Association may use the Facility for Fire Trainings as defined in, and in accordance with, the *Fire Training Terms* attached to this Agreement as "**Exhibit A.**"
- B. **Interference with Operations.** The Association may not block, impede, or restrict any operations of the County on the Facility without the County's prior written consent or approval. Any Association interference with County operations (as determined in the County's sole discretion) may result in immediate suspension or termination of this Agreement and revocation of any applicable license. If the County determines that the Association's activities (or the activities of any person that the Association suffers to be on County property including, but not limited to, Association members and Conference attendees ("**Entrants**")), in whole or in part, unreasonably interfere in any way with the convenient, safe, or continuous use, maintenance, or improvement of the Facility, then the Association and any Entrants will, upon receipt of verbal notice from the County, immediately discontinue the interference at no cost to the County.
- C. **No Warranties and As-Is.** The County makes no representations about the condition of the Facility. The Association and Entrants will enter the Facility at their own risk. Any license granted to the Association under this Agreement is conditioned upon the Association's entrance, access, and use of the Facility "AS IS" and "WITH ALL FAULTS."
- D. **Alteration of Facility.** Unless expressly authorized in this Agreement or by the Orange County Fire Chief in writing, the Association may not damage, destroy, alter, or erect upon the Facility any improvements, alterations, modifications, fixtures, building systems, or equipment.
- E. **Restoration of Facility.** Upon completing Fire Training, or otherwise leaving the Facility after exercising the Association's right of entry pursuant to a license granted under this Agreement, the Association will ensure that the Facility is restored to the same condition the Facility was in (excepting reasonable wear and tear) prior to the Association's entry or commencement of Fire Training.
- F. **Presence of Abnormal Conditions.**
1. For the purposes of this Agreement, "**Hazardous Materials**" shall mean: (a) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq.; (b) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, et. seq.; (c) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any Environmental Law, including firefighting foam products containing per- and polyfluoroalkyl (PFAS) substances; (d) petroleum or petroleum substances; (e) asbestos in any form or condition; (f) polychlorinated biphenyl

(PCBs) or substances or compounds containing PCBs; and (g) hazardous substances as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

2. The Association shall defend, indemnify and hold harmless the County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including, without limitation, environmental assessments, evaluations, remediation, fines, penalties and clean-up costs that may be asserted against or imposed upon or incurred by the County as a result of the Association's discharge or disposal of any Hazardous Materials related in any way to Association's operations under this Agreement. The Association shall dispose of all Materials in strict compliance with local, County, state and federal statutes, laws, ordinances, codes, rules, regulations, orders or decrees and shall provide satisfactory evidence of such disposal to the County on a weekly basis to County's designated representative.
 3. In the event the Association causes a spill, release, or other discharge of any Hazardous Material on, in, under, or from the Facility, then the Association will immediately notify the County (and any other legally required entity) of such spill, release, or other discharge. Such notification shall be made by telephone and in writing, and, as soon as possible after such spill, release, or other discharge, the Association will also provide a written follow-up notice providing the County with complete information concerning such spill, release or other discharge.
 4. The Association will immediately notify the County, and provide copies upon the Association's receipt, of all written complaints, claims, citations, demands, inquiries, reports, or notices alleging a spill, release, or discharge of any hazardous substance on, in, under, or from the Facility by the Association, Association employee, or independent contractor of the Association during the term of this Agreement, or any extension thereof. To the extent specifically required by any of the other provisions of this Agreement, the Association shall promptly resolve any of those actions and proceedings to the satisfaction of County.
 5. If the County or any other governmental organization notifies the Association of the Association's failure to properly dispose of Hazardous Materials, the Association will, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Association's failure to comply and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage
 6. The provisions of this Section 4.F. shall survive the termination or expiration of this Agreement.
- G. **Prohibition of Substances, Devices, and Materials.** Unless otherwise specifically agreed to by the County in writing, the Association shall not allow or permit the use, consumption, storage or possession of any of the following items on the Facility by the Association or its agents: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons (as defined in Section

790.001 Florida Statutes); (d) dangerous animals; or (e) any other substance, material or items prohibited by law. Any violation of these restrictions may result in the County's immediate suspension or revocation of any license granted under this Agreement.

- H. **No Liens.** The Association shall keep the Facility free and clear of all liens and encumbrances that could arise from the Association's exercise of a license granted under this Agreement.

Section 5. Records.

- A. All records created, utilized, or maintained for the purpose of fulfilling the Parties' obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
- B. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
- C. The Association shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

Section 6. Insurance.

- A. The Association agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Association, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Association under this Agreement.
- B. The Association shall require that all Association officers, employees, agents, representatives, contractors, subcontractors, vendors, invitees, and consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
- C. The Association shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement, or prior to executing any renewals hereof, to verify such coverage:
1. **Workers' Compensation.** The Association shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. The Association represents that it does **not** use an employee leasing arrangement, and therefore the Association is **not required** to complete the *Leased Employee Affidavit* attached to this Agreement as "**Exhibit C**".

2. **Commercial General Liability.** The Association shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. The Association further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
 3. **Sexual Abuse and Molestation Coverage.** The Association shall maintain Sexual Abuse and Molestation coverage with limits of not less than \$100,000 per occurrence for those programs that provide services directly to vulnerable populations. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
 4. **Business Automobile Liability.** The Association shall maintain coverage for all owned, non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Association does not own automobiles the Association shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 5. **Professional Liability.** Any organization providing professional services (i.e., medical, counseling, etc.) shall provide Professional Liability coverage with limits of not less than \$1,000,000 per occurrence.
- D. If the Association is an agency or political subdivision of the State of Florida then (without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes) the Association may self-insure its liability with coverage limits as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.
- E. When self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of the Association's most recent annual report or financial statement. For policies written on a "Claims-Made" basis the Association agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement the Association agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Association of the obligation to provide replacement coverage.
- F. The Association agrees to provide a CG 20 26 Additional Insured-Designated Person or Organization and CG 24 04 Waiver of Transfer of Right of Recovery in favor of Orange County, Florida.
- G. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
- H. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

- I. The Association shall provide the County with current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Association shall also provide copies of the additional insured, and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates must be submitted upon request by either the County or its certificate management representative. The certificates must clearly indicate that the Agency has obtained insurance of the type, amount and classification required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County, Florida
Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

Section 7. Indemnification, Sovereign Immunity, and Liability.

- A. **Indemnification.** The Association shall defend, indemnify and hold harmless the County, and the County's officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to the Association's negligent acts or omissions, or those negligent acts or omissions of the Association's officers, employees, agents, representatives, contractors, subcontractors, vendors, invitees, or consultants, acting within the scope of their duties or performance under this Agreement. The foregoing shall not constitute an agreement by either Party to assume any liability of any kind for the acts, omissions, or negligence of the other Party, or the other Party's officers, officials, employees, agents, or contractors.
- B. **Sovereign Immunity.** Nothing contained in this Section, or in any part of this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statute.
- C. **Liability.** Unless otherwise explicitly stated in this Agreement, in no event shall either Party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Association under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims related to this Agreement and are not confined to tort liability.

Section 8. Protection of Persons and Property.

- A. While on the Facility, the Association shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Training and Joint Training.

- B. The Association shall take all reasonable precautions for the safety and protection of:
1. All employees and all persons whom the Association suffers to be on County property and other people who may be affected thereby;
 2. All property, materials, and equipment on the premises under the care, custody or control of the Association; and
 3. Other property at or surrounding the Facility including trees, shrubs, lawns, walks, pavement, and roadways.
- C. The Association agrees that the County does not guarantee the security of any equipment or personal property brought by the Association or the Association's agents or employees onto the Facility and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- D. The Association shall comply with, and shall ensure that any Association contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from the authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
1. Occupational Safety & Health Act ("OSHA");
 2. National Institute for Safety and Health ("NIOSH");
 3. National Fire Protection Association ("NFPA"); and
 4. Orange County Safety and Health Manual; and
 5. The relevant portions of the Orange County Fire Rescue Department Rules, Standard Operating Procedures, & Emergency Operating Procedures
- E. In the performance of Fire Training, and upon the occurrence of any emergency affecting the safety of people or property, the Association will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.
- F. The Association shall be responsible for any and all damages resulting from, or in any way related to, the Association's use of the Facility.
- G. **Prohibit Entry and Removal from Premises.** The County may, in County's sole and absolute discretion, prohibit entry into the County's Facility or remove any Association staff member, employee, or other Association representative from the County's property at any time.

Section 9. Termination.

Notwithstanding any other provision of this Agreement, the County may immediately suspend or revoke the Association's license to use the Facility at any time and in the County's sole discretion.

Section 10. General Provisions.

- A. **Assignments and Successors.** The actions and activities to be conducted pursuant to this Agreement are personal in nature. Each Party binds itself (and its successors and assigns) to the other Party of this Agreement (and to the successors and assigns of the other Party) with respect to all covenants of this Agreement. Neither Party shall assign or transfer its interest in this Agreement without the prior written consent of the other (which shall be in the sole discretion of the Party with the right to consent).
- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").
- C. **Conflicts.** The Parties shall comply with all applicable local, state, and federal laws, regulations, and executive orders. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and, in the event of any ambiguity, shall not be construed or interpreted against the drafting Party. Neither Party has relied upon any representations or statements made by the other Party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any Party by electronic transmission of the full Agreement as executed by that Party to the other Party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **E-Verify Use.** Pursuant to Section 448.095, Florida Statutes, each Party hereby certifies that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. Each Party hereby certifies that it does not employ, contract with, or subcontract with an unauthorized alien. Violation of Section 448.095, Florida Statutes, may result in the immediate termination of this Agreement.
- G. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- H. **Headings.** The headings or captions of sections or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- I. **Independent Contractor.** The Parties agree that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the Parties, or as constituting one Party as the agent, representative, or employee of the other Party for any purpose or in any manner whatsoever. The Parties are to be, and shall

remain, independent contractors with respect to all services performed under this Agreement, and that any individuals hired, or performing services pursuant to this Agreement may not be considered the employee of the other Party for any purposes, including but not limited to, any worker's compensation matters.

- J. **Jury Waiver.** Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that Party does or might have to a trial by jury related to any Action.
- K. **Nondiscrimination.** Neither Party may discriminate as to race, color, religion, sex, national origin, age, handicap, or marital status in connection with its performance under this Agreement. Both Parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.
- L. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner may be construed to, confer upon any person other than the Parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
- M. **Public Records.** The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- N. **Remedies.** No remedy conferred upon any Party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- O. **Severability.** The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate Agreement language or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- P. **Signatory.** Each signatory below represents and warrants that such person has full power and is duly authorized by their respective Party to enter into and perform under this Agreement. By executing this Agreement, each Party represents that such person has reviewed this Agreement and intends to fully abide by the conditions and terms of this Agreement.
- Q. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- R. **Use of County and Association Logos.** Both Parties are prohibited from using the other party's emblems, logos, or identifiers without written permission from that Party. For more

information about the use of the County's logos, refer to Section 2-3, Orange County Code.

- S. **Venue.** Unless otherwise required by law, each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any action or claim arising under this Agreement, and further agrees that any such action or claim shall be heard and determined in such Florida federal or state court. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action or claim arising under this Agreement in Orange County, Florida.
- T. **Waiver.** No delay or failure on the part of any Party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation. The Parties shall endeavor to make good-faith waivers of Agreement terms that would endanger life or property, or the public health and welfare, during a declared state of emergency in Orange County, Florida
- U. **Written Modification.** No modification of this Agreement shall be binding upon any Party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each Party to this Agreement.

Section 11. Attachments.

The documents that are hereby incorporated by either reference or attachment and therefore form this Agreement are:

- A. This Agreement;
- B. **Exhibit A:** Fire Training Terms;
- C. **Exhibit B:** Hold Harmless and Release Waiver; and
- D. **Exhibit C:** Leased Employee Affidavit.

Section 12. Entire Agreement.

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Regarding such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Association and the County have caused this Agreement to be executed by their authorized representatives on the dates(s) written below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Jerry L. Demings
Orange County Mayor

ATTEST:

Phil Diamond, CPA, County Comptroller

By: _____
Deputy Clerk

Date: _____

FLORIDA FIRE CHIEFS' ASSOCIATION, INC.

Ngoc Huynh

Signature

Ngoc Huynh

Printed Name

11/12/2025

Date

Executive Director/CEO

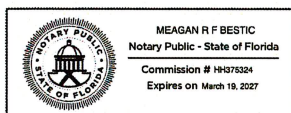
Official Title

STATE OF FLORIDA)

COUNTY OF Charlotte)

The foregoing instrument was acknowledged before me on this 12 day of November
2025, by Ngoc Huynh, in their official capacity as the
Executive Director/CEO of the Florida Fire Chiefs'

Association, Inc.



Meagan R F Bestic

Signature Notary Public

Print, Type/Stamp Name of Notary

- ☐ Personally Known
- ☒ Produced Identification
Type of Identification Produced: DRIVER LICENSE

Notarized remotely online using communication technology via Proof.

EXHIBIT A
FIRE TRAINING TERMS

I. Fire Training License.

- A. For the purposes of this Agreement, “**Fire Training**” includes, but is not necessarily limited to, the following: (1) live fire training; (2) fire suppression techniques; (3) search and rescue drills; (4) technical rescue training; (5) ventilation techniques; (6) classroom instruction and certifications; and (7) scenario-based drills. Fire Trainings are those that are conducted by the Association at the Facility for the benefit of Association employees, members, and Conference Attendees.
- B. The County hereby grants the Association a nonexclusive, revocable, right-of-entry license to use the Facility as necessary to participate in Fire Training (“**Facility Use License**”). The Facility Use License is intended and will be construed as a temporary license to enter the Facility for the purposes of performing Fire Training, including the Association’s use of firefighting equipment.
- C. The Parties expressly stipulate and agree that the Facility Use License is for permissive use only and any activity conducted by the Association within the Facility pursuant to this Agreement does not create or vest any easement, possessory interest, or other property right in the Association or anyone else.
- D. Notwithstanding any other provision of this Agreement, the County reserves the right to immediately suspend or revoke the Facility Use License at any time and in the County’s sole and absolute discretion. The Parties agree that damages may not be assessed against the County for any suspension or revocation of the Facility Use License; notwithstanding, the County may elect to return any fees paid by the Association in exchange for the Facility Use License at the County’s sole discretion.

II. Purpose, Access, and Fees.

- A. **Purpose.** The sole purpose of the Facility Use License is to permit the Association and the Association’s employees, members, and Conference attendees to enter upon the Facility as necessary to conduct Fire Trainings.
- B. **Access.** The Association Liaison and County Liaison (or their respective designees) shall coordinate and mutually agree (in writing) to the date, time, and scope of any Fire Training prior to the Association entering the Facility or otherwise exercising the Facility Use License granted under this Agreement.
 - 1. The Association’s failure to coordinate with the County prior to entering the Facility (as required by this paragraph) will be deemed a breach of this Agreement and may result in the County’s immediate termination of this Agreement, revocation of the Facility Use License, or both, at the County’s sole discretion.
 - 2. The Association’s access to the Facility is limited to those dates and times mutually agreed to by the Parties pursuant to this Agreement.
- C. **Fees.** In exchange for allowing the the Association to conduct Fire Trainings at the Facility, the County may charge the Association certain fees as further described

EXHIBIT A FIRE TRAINING TERMS

in the “**Fee Schedule**” below. Some Facility spaces and equipment require a County instructor that holds specific certifications to conduct the Fire Training; if the Association does not have the required certified instructor on staff, then the County may provide a certified instructor at the rates noted below.

Fee Schedule

Facility & Prop Fees	Per Hour	Per Day
Tower 1	\$100	\$800
Tower 2	\$100	\$800
Burn Building*	\$150	\$1,200
LP Gas Fire Simulator	\$65	\$500
Flashcan	\$90	\$700
LP Spill	\$70	\$560
LP Gas Bleve Tank	\$40	\$350
LP Gas Car	\$70	\$560
SCBA Maze	\$80	\$560
Classroom	\$50	\$400
Pump-off Area	\$100	\$800
Confined Space Prop	\$75	\$600
Leak Tree	\$30	\$250
Rollover	\$65	\$500
Trench Prop	\$95	\$750
Structural Collapse Prop	\$125	\$1,000
Roof Prop	\$80	\$640
Tanker	\$90	\$700
Forcible Entry Doors	\$6	\$50
VMR Grounds	\$40	\$280

**Requires use of Supplies*

Equipment Fees	Per Day (unless otherwise noted)
Fire Apparatus	\$150 (per hour)
Smoke Machine*	\$25
Drag Dummy	\$25
Hose/Appliances	\$25
Nozzle Rack	\$50
SCBA Unit / Two Bottles	\$150
Two SCBA Bottles	\$25
SCBA Compressed Air	\$25
Hydrant	\$50
Hydrant Water Usage	\$100
Fire Extinguishers	\$50
Heavy Equipment/Front End Loader	\$250

**Requires use of Supplies*

Supplies	Fees
Straw	Current Market Replacement Price
LP	Current Market Replacement Price

**EXHIBIT A
FIRE TRAINING TERMS**

Smoke Fluid	Current Market Replacement Price
Wood	Current Market Replacement Price

Personnel Fees	Per Hour⁽¹⁾
Firefighter EMT	\$ 63.61
Firefighter Paramedic	\$ 73.66
Engineer EMT	\$ 72.63
Engineer Paramedic	\$ 82.68
Lieutenant EMT	\$ 79.68
Lieutenant Paramedic II	\$ 89.73
Captain EMT	\$ 90.37
Captain Paramedic II	\$100.42
Battalion Chief	\$107.13

III. Fire Training Activities.

- A. In conducting Fire Trainings, the Association may use the areas of the Facility intended for Fire Trainings including, but not necessarily limited to, the concrete and paved areas, hydrants, restrooms, classrooms, designated parking, and fire training props, as approved by the County Liaison.
- B. Notwithstanding any other provision of this Agreement, the Association Liaison may submit a written request to the County Liaison to bring the Association's own fire training prop to the Facility. The written request must include, at a minimum, a description of the prop, how the prop will be used, and how the prop will be disposed of after the Fire Training. The County Liaison may approve or deny the Association's prop request in writing, and any written approval may include additional terms and conditions for the Association's placement, use, and disposal of the fire training prop. The Association's failure to comply with the terms and conditions of any written approval shall constitute a breach of this Agreement, and all of the legal remedies available to the County under this Agreement shall also apply to any breaches of the terms and conditions of any written approval.
- C. The Association may use the Facility for fire mitigation training and education, in accordance with the Parties' policies and procedures, and only for the lawful purposes outlined in this Agreement.
- D. The Association shall provide Fire Trainings pursuant to documented safety plans. All safety plans shall be provided in advance to the County Liaison for review and approval.
- E. The Association shall ensure that Fire Trainings are conducted by fire instructors that are certified by either the State of Florida, Bureau of Fire Standards and Training, or an equivalent certification from another state.
- F. The Association may not subcontract for the provision of Fire Trainings with any third-party contractors without receiving prior written approval from the County Liaison. Such prior written approval may contain additional terms and conditions pursuant to which the Association will be authorized to subcontract.

EXHIBIT A
FIRE TRAINING TERMS

IV. Warranties and Obligations.

- A. The Association agrees that the Association will not use the Facility for any purpose other than as stated in this Agreement.
- B. The Association shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all Fire Training activities related to the safety and security of all persons and property affected by or involved in the Association's use of the Facility under this Agreement.
- C. The Association shall act with reasonable care and discretion to prevent any threatened damage, injury or loss in any emergency affecting the safety and security of persons or property affected by the Association's use of the Facility under this Agreement.
- D. The Parties will inspect and document the Facility's condition before and after each Fire Training. Any damage caused by or discovered by the Association shall be reported to the County Liaison immediately. The Association will repair any damage to the Facility that is caused by the Association.
- E. The Association shall ensure that the Association obtains and maintains any and all licenses, permits, and other approvals necessary to participate in each Fire Training as required by federal, state, and local law.
- F. The Association may only invite and allow Association employees, members, and Conference attendees to enter the Facility under the Facility Use License. The Association shall ensure that all Entrants entering the Facility pursuant to the Facility Use License execute a *Hold Harmless and Release Waiver* attached to this Agreement as "**Exhibit B.**"
- G. Both Parties shall be solely responsible for their own respective costs and expenses incurred as a result of using the Facility Use License unless otherwise expressly stated in this Agreement.

EXHIBIT B
HOLD HARMLESS AND RELEASE WAIVER

My name is _____ (“Participant”). In consideration for being granted the opportunity to participate in Fire Training (“Activity”) at the Orange County Fire Training Facility located at 11308 Curry Ford Road, Orlando, Florida 32828, I agree to the terms of this waiver and release of liability (“Agreement”), including the general waiver and release of liability described below and agree to be bound by the following:

Identification of Risks: I fully understand that my participation in, or observation of, the Activity means that I will be in both indoor and outdoors setting as an integral part of participation in the Activity. I will be participating in or observing activities including, but not limited to: Fire Training, Fire Suppression, Search and Rescue Drills, Technical Rescue Training, Ventilation Techniques, Classroom Instruction and Scenario-Based Drills. Any of these Activities may, by their nature, expose me to a variety of risks and dangers, including the risk of serious bodily injuries, death and property damage, which injuries and damage could arise out of my own actions or inactions, or others participating in the Activity, the weather or other conditions in which the Activity takes place, my health conditions, the structure or maintenance of any facilities used in connection with the Activity and equipment used in connection with the Activity. I also fully understand that all risks are not apparent, knowable or foreseeable. I acknowledge that use of protective equipment such as helmets and firefighter gear have benefits that may reduce or mitigate the severity of injuries to me, but use of protective equipment is not a guarantee of safety.

Assumption of Risks: I hereby knowingly and voluntarily assume all risks, known and unknown, relating to the Activity, including the risks of serious bodily injuries such as permanent disability, paralysis or death and agree to be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of my participation in or observation of the Activity.

Waiver and Indemnification: Aware of the risk and willing to assume them, I for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (“Representatives”), to the fullest extent permitted by law, hereby release Orange County, Florida, a political subdivision of the State of Florida, and each of their subsidiaries, officers, directors, members, managers, employees, agents, guides, trainers, doctors, officials, organizers, concessionaires, volunteers, donors or sponsors (collectively, the “Released Parties”) from any and all claims by me, or my Representatives in any way connected with my preparation for and/or participation in or observation of the Activity, both in law and in equity, in any way arising out of or resulting from damage to property or personal injury, conscious suffering, or death sustained by me or my Representatives. Release from liability includes loss, damage, or injury resulting from intentional acts, failure to act, negligence, or any other cause or causes; except where caused by the gross negligence or willful or wanton misconduct of any of the Released Parties. This waiver and release shall bind me, my Representatives, and any and all relatives, personal representatives, heirs, beneficiaries, next of kin, subrogees or assigns who might pursue any legal action or claim on my behalf.

I, on behalf of myself and my Representatives, further agree that I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties against all claims, demands and causes of action, including court costs and reasonable attorneys’ fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted contrary to this Agreement for the benefit of me. This Agreement extends to all claims of every kind and nature whatsoever, whether known or unknown.

EXHIBIT B
HOLD HARMLESS AND RELEASE WAIVER

Insurance: I, on behalf of myself, currently have and agree to maintain throughout my participation, valid and sufficient medical and accident insurance. I understand that this is my sole responsibility, and I release all persons and entities from providing this coverage for me.

Emergency Medical Care: I verify that I have no past nor current physical condition that might affect my participation in the Activity. In the event that I am in need of emergency medical treatment, I hereby authorize any medical care provider to carry out first aid or any emergency medical care, and I accept responsibility and agree to indemnify the Released Parties for all such medical care and expenses.

Photo Release: I hereby grant permission to the Released Parties the right to use my photograph(s) in all forms and media and in all manners, including composite or other representations, for brochures, advertising and any other lawful purposes, and I waive any right to inspect or approve the finished product.

Applicable Law: This Agreement shall be governed by Florida law and exclusive jurisdiction for any such claims shall be in Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Severability: A determination of invalidity of any one or more of the provisions or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof which shall remain in full force and effect.

THIS AGREEMENT SHALL BE EFFECTIVE UNTIL TERMINATED IN WRITING BY ORANGE COUNTY, FLORIDA.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY AND AM EIGHTEEN (18) YEARS OF AGE OR OLDER.

SIGNATURE OF PARTICIPANT		DATE

PRINT NAME		BIRTH DATE

ADDRESS – MAILING ADDRESS CITY, STATE, ZIP CODE

EMAIL ADDRESS		PHONE NUMBER

EXHIBIT C
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____