



INTEROFFICE MEMORANDUM

April 1, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Danny P. Banks *DPB*
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief *JMF*
Fire Rescue Department

CONTACT: John Westmoreland, Acting Division Chief, Logistics
Phone Number: 407 836-9178

SUBJECT: April 13, 2021 – Consent Agenda Item
Donation Agreement between Orange County and East River High School

Orange County Fire Rescue has entered in a collaborative partnership with East River High School’s First Responders Academy. East River High School offers “The Firefighting Track” program for students interested in pursuing a future in the Firefighting or Fire Science fields. This partnership will promote successful recruiting efforts through the development of East River’s fire training program.

On February 18, 2021, the County Attorney’s office and Risk Management Division developed a Donation Agreement related to the donation of surplus and decommissioned firefighting equipment shown below, pursuant to Orange County Administrative Regulation 6.05.04:

(6) SCBA Packs	(2) 8ft. Pike Poles	(9) 1.5” Fog Nozzles
Hydrant Wrench	Bolt Cutter	1.5” Breakaway Nozzle
Siamese Leaking Drain	Multiple Gated Wyes	(10) Sets of Gear and Boots
2.5” Play Pipe	Hydrant Reducer	1” Fog Nozzle

ACTION REQUESTED: Approval and execution of Donation Agreement between Orange County and East River High School on behalf of Orange County Fire Rescue.

attachments
c: Byron W. Brooks, AICP, County Administrator

DONATION AGREEMENT
BETWEEN
ORANGE COUNTY
AND
EAST RIVER HIGH SCHOOL

This Donation Agreement (“Agreement”) is made and entered into as of the last date of execution by Orange County, Florida (“COUNTY”) and East River High School (“EAST RIVER”).

RECITALS:

WHEREAS, the East River High School First Responders Academy offers “The Firefighting Track” program for students interested in pursuing a future in the Firefighting or Fire Science fields; and

WHEREAS, COUNTY recognizes that the recruitment and success of its future firefighters is furthered by the development of East River’s fire training program; and

WHEREAS, COUNTY desires to donate surplus and decommissioned firefighting equipment to EAST RIVER to use in the East River High School Firefighting Track program; and

WHEREAS, COUNTY is authorized to donate the firefighting equipment to EAST RIVER pursuant to Orange County Administrative Regulation 6.05.04.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Donated Equipment.** COUNTY agrees to donate the following firefighting equipment (“Donated Equipment”) to EAST RIVER for use in the East River Firefighting Track program:

(6) SCBA Packs	(2) 8ft. Pike Poles	(9) 1.5” Fog Nozzles
Hydrant Wrench	Bolt Cutter	1.5” Breakaway Nozzle
Siamese Leaking Drain	Multiple Gated Wyes	(10) Sets of Gear and Boots
2.5” Play Pipe	Hydrant Reducer	1” Fog Nozzle

3. **No Warranties.** COUNTY, including its officers, employees, and agents, makes no representations whatsoever, extends no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.
4. **Compliance with National Fire Protection Association Codes and Standards.** EAST RIVER agrees that its use, maintenance, and disposition of the Donated Equipment will comply with all applicable codes and standards as set forth by the National Fire Protection Association; including, but not limited to, ensuring all retired or contaminated beyond cleaning SCBA is destroyed and not used for respiratory protection.
5. **Waiver of Liability.** EAST RIVER does hereby waive, release, and discharge COUNTY from any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by East River. In no event shall the COUNTY or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Equipment. The above limitations on liability apply even though the COUNTY may not have advised of the possibility of such damage.
6. **Indemnification.** EAST RIVER agrees to indemnify and hold harmless COUNTY from any and all claims, liability and damages arising from the use of the Donated Equipment. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date of last execution.

For: COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *James B. Burch*

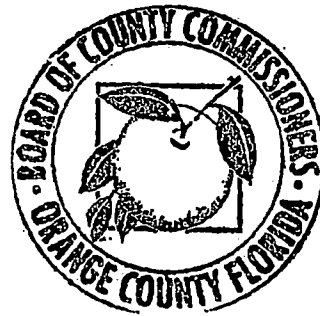
for Jerry L. Demings
Orange County Mayor

Date: 04/13/21

ATTEST: Phil Diamond CPA,
County Comptroller, as Clerk of the
Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Printed Name **Katie Smith**



For: EAST RIVER

EAST RIVER HIGH SCHOOL

By: *Nicolle Campbell*
Nicolle Campbell
Principal
East River High School

Date: 3/1/2021