
Facility Use Agreement
between
Orange County, Florida
and
Texas A&M Engineering Extension Service
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 **TEXAS A&M ENGINEERING EXTENSION SERVICE**, a member of the Texas A&M University System ("**A&M System**") and an agency of the State of Texas with a principal address of 200 Technology Way, College Station, Texas 77845 (the "**Agency**" or "**TEEX**"). The County and the Agency may be referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, the Agency is a part of the Texas A&M University System and provides first responders with training and technical assistance; and

WHEREAS, the State of Florida, Department of Financial Services, Division of State Fire Marshal ("**State Fire Marshal**") and the Agency are negotiating a contractual agreement to be made and entered into by and between State Fire Marshal and the Agency to provide a four (4)-day statewide mobilization exercise in Central Florida ("**MOBEX Contract**"), and the parties to this Agreement agree that the effective date of this Agreement is contingent upon the mutual execution of the MOBEX Contract; and

WHEREAS, the County owns certain real property located at 11104 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 Agency desires to use the Facility to provide Fire Training (as later defined) as part of the statewide mobilization exercise beginning on April 26, 2026, and ending on April 30, 2026 ("**MOBEX**"); and

WHEREAS, the County has determined that granting the Agency 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 Agency a license to use the Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained in this Agreement, the Agency 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 or email address 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. Notices sent by email shall be deemed effective on the date sent by email transmission with electronic confirmation of receipt by the Party being notified. 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: Director of Health and Public Safety
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Phone: (407) 836-7370

AND

Orange County, Florida
Fire Rescue Department
Attention: Division Chief of Training
P.O. Box 5879
Winter Park, Florida 32793
Phone: (407) 836-9112

To the Agency:

Texas A&M Engineering Extension Service
P.O. Box 40006, College Station, Texas 77842-4006

AND

200 Technology Way, College Station, TX 77845
Attn: Tracy Foster, Deputy Agency Director/CFO
Email: Contracts@teex.tamu.edu

With a copy to:

The Texas A&M University System
Office of General Counsel
ATTN: Property & Construction
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

- B. **Liaisons.** The Agency shall designate a contract liaison ("**Agency Liaison**") and shall provide name and contact information to the County Liaison upon this Agreement's execution. The County's liaison is Assistant Chief Scott Egan (the "**County Liaison**"), and the County will provide the County Liaison's contact information to the Agency Liaison upon this Agreement's execution. The Parties reserves the right to substitute their 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; Term and Automatic Termination.

- A. **Effective Date.** Subject to paragraph 3.C., this Agreement shall become effective on April 1, 2026, at 12:01 a.m., provided that both Parties have executed this Agreement by said date; if either Party executes this Agreement after April 1, 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 April 30, 2026, at 11:59 p.m.
- C. If the MOBEX Contract is not mutually executed and funded on or before the Effective Date, then the Effective Date shall be automatically revised to match the date that the MOBEX Contract is mutually executed and funded. If the MOBEX Contract is not mutually executed and funded on or before April 5, 2026, then this Agreement shall be null and void and of no further force and effect as of April 5, 2026, without penalty to either Party and neither Party shall have obligations or liabilities hereunder unless expressly stated otherwise in this Agreement.

Section 4. Fire Training Terms.

- A. **Fire Training Terms.** The Agency 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 Agency may not block, impede, or restrict any operations of the County on the Facility without the County's prior written consent or approval. Any Agency 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 Agency's activities (or the activities of any person that the Agency suffers to be on County property including, but not limited to, Agency members and MOBEX attendees (collectively, "**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 Agency 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 Agency and Entrants will enter the Facility at their own risk. Any license granted to the Agency under this Agreement is conditioned upon the Agency's entrance, access, and use of the Facility "AS IS" and "WITH ALL FAULTS."

- D. **Alteration of the Facility.** Unless expressly authorized in this Agreement or by the County Liaison in writing, the Agency may not damage, destroy, alter, or erect upon the Facility any improvements, alterations, modifications, fixtures, building systems, or equipment.
- E. **Restoration of the Facility.** Upon completing Fire Training, or otherwise leaving the Facility after exercising the Agency's right of entry pursuant to a license granted under this Agreement, the Agency will ensure that the Facility is restored to the same condition the Facility was in (excepting reasonable wear and tear) prior to the Agency'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; (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. To the extent authorized under the Constitution and laws of the State of Texas, the Agency 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 Agency's discharge or disposal of any Hazardous Materials related in any way to Agency's operations under this Agreement. The Agency shall dispose of all Hazardous 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 Agency causes a spill, release, or other discharge of any Hazardous Material on, in, under, or from the Facility, then the Agency 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 Agency will also provide a written follow-up notice providing the County with complete information concerning such spill, release or other discharge.
 4. The Agency will immediately notify the County, and provide copies upon the Agency'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 Agency, Agency employee, or

independent contractor of the Agency 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 Agency 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 Agency of the Agency's failure to properly dispose of Hazardous Materials, the Agency 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 Agency'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 Agency shall not allow or permit the use, consumption, storage or possession of any of the following items on the Facility by the Agency 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 Agency shall keep the Facility free and clear of all liens and encumbrances that could arise from the Agency's exercise of a license granted under this Agreement.

Section 5. Records.

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. 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. The Agency 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.

Because Agency is an agency of the State of Texas, liability for the tortious conduct of Agency's agents and employees or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and Workers' Compensation Insurance coverage for employees is provided by Agency as mandated by the provisions of Chapter 502, Texas Labor Code. Agency may, at its option, (a) obtain liability insurance protecting Agency and its employees and property insurance protecting Agency buildings and the contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by Agency as a result of its operations under this Agreement. The Agency's "**Insurance Provision Letter**" is attached to this Agreement as "**Exhibit D.**"

Section 7. Indemnification, Sovereign Immunity, and Liability.

- A. **Indemnification.** To the extent authorized under the Constitution and laws of the State of Texas, the Agency 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 Agency's negligent acts or omissions, or those negligent acts or omissions of the Agency'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. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- C. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Agency to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Agency's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Agency except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Agency nor any other conduct, action, or inaction of any representative of Agency relating to this Agreement constitutes or is intended to constitute a waiver of Agency's or the state's sovereign immunity.
- D. **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 Agency 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 Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Fire Training.
- B. The Agency shall take all reasonable precautions for the safety and protection of:
 - 1. All employees and all persons whom the Agency suffers to be on County property and other people who may be affected thereby;
 - 2. All property, materials, and equipment on the Facility under the care, custody or control of the Agency; and
 - 3. Other property at or surrounding the Facility including trees, shrubs, lawns, walks, pavement, and roadways.
- C. The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency or the Agency'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 Agency shall comply with, and shall ensure that any Agency 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 Agency ("NFPA"); and
 - 4. Orange County Safety and Health Manual.
- E. In the performance of Fire Training, and upon the occurrence of any emergency affecting the safety of people or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.
- F. The Agency shall be responsible for any and all damages resulting from, or in any way related to, the Agency's use of the Facility.
- G. **Prohibit Entry and Removal from Premises.** The County may, in the County's sole and absolute discretion, prohibit entry into the County's Facility or remove any Agency staff member, employee, or other Agency representative from the County's property at any time.

Section 9. Termination.

- A. Either Party may terminate this Agreement for any or no reason upon thirty (30) days' written notice to the other Party. Notwithstanding any other provision of this Agreement, the County may immediately suspend or revoke the Agency's license to use the Facility at any time and in the County's sole discretion.



Section 10. General Provisions.

- A. **Assignments and Successors.** Neither Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of this paragraph will be void. 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.
- B. **Attorneys' Fees and Costs.** To the extent the Agency is authorized under the Constitution and laws of the State of Texas, 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. **Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.
- D. **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.
- E. **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.
- F. **Governing Law.** [Intentionally omitted].
- G. **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.
- H. **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.
- I. **Nondiscrimination.** In accordance with applicable law, 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.

- J. **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.
- K. **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, for the County and applicable law for the Agency.
- L. **Public Information.** The County acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon the Agency's written request, the County will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of the Agency to the Agency in a non-proprietary format acceptable to the Agency that is accessible by the public. The County acknowledges that the Agency may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the County agrees that this Agreement can be terminated if County knowingly or intentionally fails to comply with a requirement of that subchapter.
- M. **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.
- N. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- O. **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.
- P. **Survivorship.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- Q. **Use of County and Agency Logos.** Each Party acknowledges that all rights in any

trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "**Marks**"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

- R. **Venue.** [Intentionally omitted].
- S. **No Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- T. **Written Modification.** No modification of this Agreement shall be binding upon any Party to this Agreement other than by an agreement in writing signed by a duly authorized representative of each Party to this Agreement.
- U. **Availability of Funding.** The Agency's entrance into this Agreement is pursuant to Chapter 2167 of the *Texas Government Code* and may be contingent upon the continuation of state or federally funded programs and/or the availability of specific funds within Agency to cover the full term and cost of this Agreement. In the event a curtailment of state or federally funded programs occurs, or in the event specific funds are unavailable, Agency will issue written notice to County and Agency may terminate this Agreement without further duty or obligation hereunder. County acknowledges that appropriation of funds is beyond the control of Agency.
- V. **Debts or Delinquencies.** Pursuant to Section 2252.903, *Texas Government Code*, the County agrees that any payments owing to the County under this Agreement may be applied directly toward certain debts or delinquencies that the County owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- W. **Force Majeure.** Neither party will be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any non-monetary obligation under this Agreement, if, and to the extent, such failure or delay is caused by or results from causes beyond the affected party's reasonable control (financial inability excepted), including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, pandemics, quarantine, national or regional emergency, governmental order or action, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), will use reasonable commercial efforts to avoid or remove such causes of nonperformance, and will continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party will provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- X. **Debarment.** The County represents, to the best of its knowledge and belief, that the County is not presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or

local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's "Excluded Parties List System". The County must provide immediate written notice to the Agency if, at any time the County learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the County knowingly made a false representation, in addition to other remedies available to the Agency, the Agency may terminate this Agreement.

- Y. **Right to Audit.** The County must at all times during the Term of this Agreement, at the County's sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Agreement. The County must retain these records for a period of seven (7) years after the expiration of this Agreement, or until the Agency or the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), is satisfied that all audit, claim, and litigation matters are resolved, whichever period is longer. The County must grant access to all books, records, and documents pertinent to this Agreement for purposes of inspecting, monitoring, auditing, or evaluating by the Agency and the Auditor. Furthermore, the County must ensure that this subsection's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through the County and the requirement to cooperate is included in any subcontract(s) that the County enters with any subcontractor(s) related to this Agreement.
- Z. **Conflict of Interest.** By executing this Agreement, the County certifies that, to the best of County's knowledge and belief, no member of A&M SYSTEM or A&M SYSTEM'S Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M SYSTEM, has direct or indirect financial interest in this Agreement, or in the services, if any, to which this Agreement relates, or in any of the profits, real or potential, related thereto.
- AA. **Time.** Time is of the essence in respect to the performance of each provision of 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. MOBEX Contract;
- C. **Exhibit A:** Fire Training Terms;
- D. **Exhibit B:** Third Party Hold Harmless and Release Waiver;
- E. **Exhibit C:** Leased Employee Affidavit; and
- F. **Exhibit D:** Agency's Insurance Provision Letter.

Section 12. Entire Agreement.

This Agreement, together with the Attachments, constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding or agreement, written or oral, between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed

by authorized representatives of both Parties.

[SIGNATURES ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, the Agency 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: _____



TEXAS A&M ENGINEERING EXTENSION SERVICE, a member of The Texas A&M University System, an agency of the State of Texas

Brian Stipe
Signature

3/26/26
Date

Brian Stipe
Printed Name

Assistant CFO
Official Title

STATE OF TEXAS)
COUNTY OF Brazos)

The foregoing instrument was acknowledged before me on this 26 day of March 2026, by Brian Stipe, in their official capacity as the Asst. Chief Financial Officer of the Texas A&M Engineering Extension Service.



Rachel E. Malone Knue
Signature Notary Public

Print, Type/Stamp Name of Notary

- Personally Known
- Produced Identification
Type of Identification Produced: Tx DL



**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 Training are the activities that are conducted by the Agency at the Facility for the benefit of Agency employees, members, and MOBEX Attendees.
- B. The County hereby grants the Agency 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 Agency'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 Agency within the Facility pursuant to this Agreement does not create or vest any easement, possessory interest, or other property right in the Agency 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, if the County suspends or revokes the Facility Use License due to no fault of the Agency, then the County must timely return any fees paid by the Agency in exchange for the Facility Use License.

II. Purpose, and Access.

- A. **Purpose.** The sole purpose of the Facility Use License is to permit the Agency and the Agency's employees and MOBEX attendees to enter upon the Facility as necessary to conduct Fire Training.
- B. **Access.** The Agency 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 Agency entering the Facility or otherwise exercising the Facility Use License granted under this Agreement.
 - 1. The County shall provide the Agency with written notice of the Agency's failure to coordinate with the County prior to entering the Facility (as required by this paragraph), and such notice shall state that the Agency's "failure" may 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 if the Agency fails to timely respond to the County's notice.
 - 2. The Agency's access to the Facility is limited to those dates and times mutually agreed to by the Parties pursuant to this Agreement.

**EXHIBIT A
FIRE TRAINING TERMS**

III. Fire Training Activities.

- A. In conducting Fire Training, the Agency may use the areas of the Facility intended for Fire Training including, but not necessarily limited to, the concrete and paved areas, hydrants, restrooms, classrooms, designated parking, and fire training props.
- B. Notwithstanding any other provision of this Agreement, the Agency Liaison may submit a written request to the County Liaison to bring the Agency'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 Agency's prop request in writing, and any written approval may include additional terms and conditions for the Agency's placement, use, and disposal of the fire training prop. The Agency's failure to comply with the terms and conditions of any written approval shall constitute a breach of this Agreement, the County shall promptly notify the Agency in writing of the alleged breach and provide the Agency with appropriate time to cure the alleged breach, and, if the alleged breach is not timely cured, then the County shall have all of the legal remedies available to the County under this Agreement. Such remedies shall also apply to any breaches of the terms and conditions of any County written approval, provided that the County has notified the Agency of such alleged breach in writing and provided the Agency with appropriate time to cure the alleged breach.
- C. The Agency 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 Agency shall provide Fire Training pursuant to documented safety plans.
- E. The Agency shall ensure that Fire Training is 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 Agency may not subcontract for the provision of Fire Training 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 Agency will be authorized to subcontract.

IV. Obligations.

- A. The Agency agrees that the Agency will not use the Facility for any purpose other than as stated in this Agreement.
- B. The Agency 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 Agency's use of the Facility under this Agreement.

EXHIBIT A
FIRE TRAINING TERMS

- C. The Agency 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 Agency's use of the Facility under this Agreement.
- D. The Parties will inspect and document the Facility's condition before and after the Fire Training. The Agency will repair any damage to the Facility that is caused by the Agency.
- E. The Agency shall ensure that the Agency obtains and maintains any and all licenses, permits, and other approvals necessary to participate in Fire Training as required by federal, state, and local law.
- F. The Agency may only invite and allow Agency employees and MOBEX attendees to enter the Facility under the Facility Use License. If MOBEX attendees are not Agency employees, the Agency shall ensure that non-Agency employee attendees 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
THIRD PARTY HOLD HARMLESS AND RELEASE WAIVER
(AGENCY EMPLOYEES DO NOT SIGN)

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 11104 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 an outdoor 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 C
LEASED EMPLOYEE AFFIDAVIT**

The Agency affirms that the employee leasing company used by the Agency provides workers' compensation coverage. It is further understood that the Agency's contract with the employee leasing company limits the workers' compensation coverage to enrolled worksite employees only. The Agency's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

The Agency hereby certifies that 100% of its workers are covered as worksite employees with the employee leasing company. The Agency certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement. The Agency agrees to notify the County in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the Agency has any workers not subject to the employee leasing arrangement, the Agency agrees to obtain a separate workers' compensation policy to cover these workers. The Agency further agrees to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering the Facility.

The Agency further agrees to notify the County if the employee leasing arrangement terminates with the employee leasing company and the Agency understands that the Agency is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

The Agency certifies that the employee leasing company has workers' compensation coverage for the workers contracted 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: _____

The Agency further agrees to notify the County in the event that the Agency changes employee-leasing companies during the Term of the Agreement. The Agency recognizes that the Agency has an obligation to supply an updated workers' compensation certificate to the County that documents any change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____



EXHIBIT D
INSURANCE PROVISION LETTER



THE TEXAS A&M UNIVERSITY SYSTEM
System Risk Management

2/23/26

Texas A&M Engineering Extension Service

To Whom It May Concern:

The above-mentioned Member of The Texas A&M University System has requested we provide you with information regarding the insurance provisions of The Texas A&M University System.

The Texas A&M University System is self-insured for Workers' Compensation Insurance provided by Chapter 502 of the Texas Labor Code. Benefits are provided in accordance with the provisions of that law.

State-owned vehicles of universities and agencies of the Texas A&M University System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility, Chapter 601 Motor Vehicle Safety Responsibility Act, Subchapter A General Provisions, Section 007 Applicability of Chapter to Government Vehicle.

The liability of The Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

We trust the above information will provide the necessary insurance information needed by your organization. If we can be of any further assistance, please let us know.

Sincerely,

Charles A. Longoria, CRM
Director of Risk Management

301 Tarrow St., 5th Floor • College Station, Texas 77840
979.458.6330 • 979.458.6247 fax • www.tamus.edu Campus MS 1262

