





INTEROFFICE MEMORANDUM

October 20, 2021

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

THROUGH: Danny P. Banks
Deputy County Administrator 

FROM: David A. Rathbun, Deputy Fire Chief
Fire Rescue Department 

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

SUBJECT: **November 9, 2021 – Consent Agenda Item**
Donation Agreement between Orange County and Orange County School Board

Orange County Fire Rescue has entered into 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 July 17, 2021, the County Attorney’s office and Risk Management Division developed a Donation Agreement related to the donation of one decommissioned rescue vehicle and surplus firefighting equipment shown below, pursuant to Orange County Administrative Regulation 6.05.04:

Hoses	Fire Rescue Vehicle FL - V6526
Two 100 ft. of 5.00” Hose	Manufacturer: Dodge
Two 50 ft of 3.00” Hose	Year: 2010
Two 50 ft of 1.75” Hose	VIN: 3D6WC6EL3AG111088

ACTION REQUESTED: Approval and execution of Donation Agreement between Orange County, Florida and School Board of Orange County, Florida on behalf of Orange County Fire Rescue.

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

DONATION AGREEMENT
BETWEEN
ORANGE COUNTY, FLORIDA
AND
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

This Donation Agreement (“Agreement”) is made and entered into as of the last date of execution by Orange County, Florida (“COUNTY”) and School Board of Orange County, Florida (“SCHOOL BOARD”).

RECITALS:

WHEREAS, East River High School is public high school under the authority of the School Board of Orange County, Florida; and

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 has designated a certain fire rescue vehicle and associated equipment, formally used by the County’s Fire Rescue Division, as surplus property; and

WHEREAS, COUNTY desires to donate the surplus firefighting equipment, including fire rescue vehicle, to SCHOOL BOARD for use in the East River High School Firefighting Track program; and

WHEREAS, COUNTY is authorized to donate the firefighting equipment to SCHOOL BOARD 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 SCHOOL BOARD for use in the East River Firefighting Track program:
 - a. Hoses:

- i. (2) 100 ft. of 5.00" Hose
 - ii. (2) 50 ft of 3.00" Hose
 - iii. (2) 50 ft of 1.75" Hose
 - b. Fire Rescue Vehicle FL V6526 ("FIRE RESCUE VEHICLE")
 - i. Quantity: One
 - ii. Manufacturer: Dodge
 - iii. Year: 2010
 - iv. VIN: 3D6WC6EL3AG111088
3. **Donation and Acceptance.** COUNTY agrees to donate and convey the Fire Rescue Vehicle to SCHOOL BOARD free and clear of all liens and encumbrances. The Fire Rescue Vehicle shall be donated by the COUNTY to and accepted by SCHOOL BOARD in "AS IS" condition. COUNTY makes no representation that the Fire Rescue Vehicle shall adequately serve the purpose intended by SCHOOL BOARD for the East River High School First Responders Academy.
4. **Use of Fire Rescue Vehicle.** The parties agree that, as a condition of the donation contemplated under this Agreement, SCHOOL BOARD shall limit its use of the Fire Rescue Vehicle solely to training purposes provided on the East River High School campus ("Campus"). For the purpose of this Agreement, "training" shall refer to any educational or other advancement instruction used for the fire-fighting community.
5. **Orange County Logo or Identifiers.** SCHOOL BOARD is strictly prohibited from using any Orange County identifier, which shall include, but not be limited to, Orange County Fire Rescue logo or other Orange County reference (collectively referred to as "County Identifiers"), in any manner other than that explicitly set forth in this Agreement. County authorizes SCHOOL BOARD's use of the County Identifiers applied to the Fire Rescue Vehicle for fire training promotional purposes only. SCHOOL BOARD shall not advertise or otherwise represent any affiliation with Orange County or the Orange County Fire Rescue Division. Use of the Orange County Fire Rescue logo or other County Identifiers, not otherwise authorized herein, shall be a violation of Orange County Code Section 2-3.
6. **Maintenance of Fire Rescue Vehicle.** SCHOOL BOARD shall be solely responsible for any and all maintenance and associated repair costs necessary for the Fire Rescue Vehicle. In the event that any such repair or maintenance cannot be performed on the Campus, SCHOOL BOARD shall have the Fire Rescue Vehicle towed to the appropriate location and shall ensure that all County Identifiers are sufficiently covered so as not be to visible to the public. All County Identifiers shall remain covered until the Fire Rescue Vehicle is returned to the Campus.
7. **Disposal of Fire Rescue Vehicle.** SCHOOL BOARD shall ensure that any future disposal of the Fire Rescue Vehicle shall be in accordance with applicable Florida law. SCHOOL BOARD shall completely and permanently remove all County Identifiers from the Fire Rescue Vehicle prior to disposal. SCHOOL BOARD agrees not to sell

or otherwise dispose of the Fire Rescue Vehicle in a manner in which to receive financial gain or profit.

8. **Registration and Delivery of Fire Rescue Vehicle.** The parties agree to cooperate in executing the required documents for proper transfer of ownership of the Fire Rescue Vehicle (collectively "Ownership Transfer Documents"). SCHOOL BOARD agrees to register the Fire Rescue Vehicle with the State of Florida Department of Motor Vehicles immediately upon execution of the Ownership Transfer Documents. Upon completion of SCHOOL BOARD'S registration of the Fire Rescue Vehicle, County shall delivery the Fire Rescue Vehicle to SCHOOL BOARD. Delivery of the Fire Rescue Vehicle shall not occur without evidence of SCHOOL BOARD'S compliance with this section. SCHOOL BOARD shall be solely responsible for any and all costs associated with the required transfer of ownership and registration.
9. **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. COUNTY represents that, at the time of transfer, it is not aware of any known defects or hazards associated with the Donated Equipment.
10. **Compliance with National Fire Protection Association Codes and Standards.** SCHOOL BOARD 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.
11. **Waiver of Liability.** SCHOOL BOARD 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. 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.
12. **Indemnification.** SCHOOL BOARD agrees to indemnify and hold harmless COUNTY from any and all claims, liability and damages arising from the School Board's negligence in connection with the use of the Fire Rescue Vehicle and/or Donated Equipment. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

13. **Entire Agreement.** This written agreement shall constitute the entire agreement between the COUNTY and SCHOOL BOARD and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes or amendments to this Agreement shall be in writing and signed by the legally authorized persons for both parties.
14. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any and all claims, controversies, or disputes arising out of this Agreement shall be settled as required by the Agreement or by law in the Ninth Judicial Circuit Court, Orlando, Florida.

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

For: SCHOOL BOARD

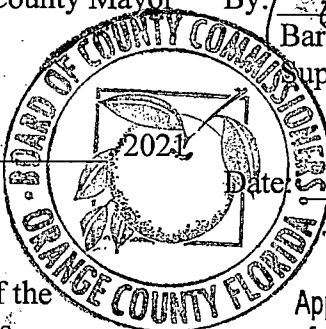
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: *Jerry L. Demings*
Jerry L. Demings, Orange County Mayor

By: *Barbara M. Jenkins*
Barbara M. Jenkins, as its Secretary and Superintendent

Date: *9 November*



Date: *10.1.2021*, 2021

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

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: *9-30-21* Signature: *V. Cocotas*
Print Name: *Vivian Cocotas*

By: *Nadia Perez*
for Deputy Clerk

Printed Name: *Nadia Perez*