

## AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	JULY 17, 2019
<b>Agenda Category:</b>	CONSENT BUSINESS
<b>Agenda Item Number:</b>	10 C
<b>Subject:</b>	COOPERATIVE EQUIPMENT LOAN AGREEMENT (PUBLIC SAFETY DEPARTMENT)

<b>Attachments:</b>	Memorandum; agreement
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<b>Staff Contact:</b>	Public Safety Director LaSata
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<b>Background:</b>	The Public Safety Department is requesting authorization to enter into an agreement with the Florida Department of Agriculture and Consumer Services/Florida Forest Service. This agreement will permit the lending of firefighting equipment to agencies, including the Public Safety Department, that are involved in fire control activities. The agreement will continue from year to year, unless either party provides 30 days' written notice.
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<b>Reference:</b>	
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<b>Suggested Action:</b>	Authorize entering into the Cooperative Equipment Loan Agreement with the Florida Department of Agriculture and Consumer Services/Florida Forest Service
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## ROCKLEDGE DEPARTMENT OF PUBLIC SAFETY



**JOSEPH P. LASATA**

Public Safety Director/Police Chief

1776 Jack Oates Boulevard, Rockledge, FL 32955  
Phone: (321) 690-3213, ext. 3101 Fax: (321) 690-3996  
jlasata@rockledgepolice.org

### MEMORANDUM

TO: Dr. Brenda Fettrow  
FROM: Chief LaSata *J.P.*  
DATE: June 24, 2019  
RE: Cooperative Equipment Loan Agreement

*approved to go to Council  
Mr. Muncie has reviewed the agreement & found it in proper form. Dr. Fettrow  
6/26/2019*

Dr. Fettrow,

With this memorandum, I am requesting the attached item be placed on the agenda for the City Council meeting on July 17, 2019.

#### Cooperative Equipment Loan Agreement.

The Agreement will be effective from the date of execution by the Director, Florida Forest Service, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

I thank you in advance for your consideration of my request.



Florida Department of Agriculture and Consumer Services  
Florida Forest Service

NICOLE "NIKKI" FRIED  
COMMISSIONER

**COOPERATIVE EQUIPMENT LOAN AGREEMENT**

This Cooperative Equipment Loan Agreement (the "Agreement") by and between

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City of Rockledge

**Cooperator**

1600 Huntington Lane, Rockledge, FL. 32955

**Cooperator's Address**

hereinafter referred to as the COOPERATOR, and the State of Florida, Department of Agriculture and Consumer Services, Florida Forest Service, hereinafter referred to as the SERVICE,

WITNESSETH:

WHEREAS, The control of timber, grass, wildland fires in, and adjacent to, suburban areas is essential to an effective forest fire control program; and

WHEREAS, The COOPERATOR is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, The COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, The SERVICE, from time to time, has a limited number of units of fire fighting equipment that can be made available to other agencies involved in fire control work as authorized by Florida Statutes, the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 483), and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101); and

WHEREAS, it has been determined to be advantageous to the SERVICE in the proper discharge of its responsibilities as described and set forth in Chapter 590, Florida Statutes, to make certain equipment available to the COOPERATOR:

NOW, THEREFORE, The parties to this Agreement do hereby agree as follows:

A. The SERVICE Agrees:

- (1) To make available the equipment described on the attached equipment schedule (the "Equipment") while retaining title and/or accountability, according to the terms set forth in this Agreement.

- (2) That the title to all accessories, tools, equipment, sirens, etc., which are added to the Equipment by the COOPERATOR will remain with the COOPERATOR and the COOPERATOR may remove same, prior to returning the Equipment to the SERVICE, provided that COOPERATOR shall repair any damage caused by such removal.

**B. The COOPERATOR Shall:**

- (1) Maintain insurance of the types and in the amounts required by the SERVICE for the Equipment and shall provide proof of such insurance upon request of a representative of the SERVICE.
- (2) Make the Equipment available for inspection upon request of a representative of the SERVICE.
- (3) Return the Equipment to the SERVICE upon termination of this Agreement.
- (4) Be responsible for State or local vehicle safety inspection requirements.
- (5) Maintain the Equipment to reasonable standards of mechanical condition and appearance acceptable to the service.
- (6) Return the Equipment to a mutually agreeable location when COOPERATOR is no longer in need of the Equipment.
- (7) Furnish any additional items needed to prepare the Equipment for structural fire service, such as hose, nozzles, pike poles, etc.
- (8) Answer calls utilizing the Equipment anywhere in the home county upon request of the SERVICE, local conditions permitting.
- (9) To the extent permitted by Florida law, indemnify and hold the Department of Agriculture and Consumer Services and the SERVICE harmless from any and all claims, causes of action or damages whatsoever arising from or in connection with this Agreement or COOPERATOR'S use of the Equipment.

**C. It is MUTUALLY Agreed:**

- (1) The SERVICE license plates will continue to be used on the Equipment.
- (2) The Equipment will be marked in a manner that will indicate the cooperation between the COOPERATOR and the SERVICE.
- (3) The Equipment will be stored at the fire department and will be used only for fire related activities.
- (4) The Equipment will be modified only as approved by a representative of the SERVICE.
- (5) Personal use of the Equipment is prohibited, violates the law and this Agreement, and subjects violators to penalties and to immediate Equipment recall.

(6) Both parties will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.

D. This Agreement will be effective from the date of execution by the Director, Florida Forest Service, Department of Agriculture and Consumer Services, and will continue in force from year to year unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with.

IN WITNESS WHEREOF, The parties by and through their duly qualified and acting officials have hereunto set their hands.

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WITNESS

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WITNESS

BY: \_\_\_\_\_

\_\_\_\_\_  
COOPERATOR

\_\_\_\_\_  
OFFICIAL TITLE

STATE OF FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES  
FLORIDA FOREST SERVICE

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WITNESS

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DATE

