



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-1194

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, City Manager

DATE: January 7, 2025

TITLE: Motion Approving a Donation of Fire Safety Equipment to the City of
Oakland Park – **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission approve the donation of safety equipment, specifically, 20 self-contained breathing apparatuses to the City of Oakland Park.

Background

In July 2024, Fort Lauderdale Fire-Rescue transitioned from 5.5 technology based self-contained breathing apparatuses (SCBA) to 4.5 SCBAs throughout the entire department. The City of Oakland Park Fire-Rescue currently uses 5.5 SCBAs and is a growing department. By donating the retired (20) 5.5 SCBAs to Oakland Park Fire-Rescue, it provides a neighboring fire department with additional lifesaving equipment for responding to calls in its own jurisdiction.

The donation also allows Oakland Park to streamline replacements should its inventory of 5.5 SCBAs be depleted, become defective or need to be replaced and swapped out during an emergency response.

Through acceptance of the donation, Oakland Park agrees that it is acquiring said equipment in “as is” condition and is assuming all associated liability, understanding that the City of Fort Lauderdale is not providing any warranty on the equipment.

Resource Impact

There is no fiscal impact associated with this action. The estimated auction value of the equipment is approximately \$2500.

Strategic Connections

This item supports the *Press Play Fort Lauderdale Strategic Plan 2029*, specifically advancing:

- Goal 1: Be a safe community that is proactive and responsive to risks.

This item advances the *Fast-Forward Fort Lauderdale Vision Plan 2035: We Are*

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Community.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- Public Safety

Attachment

Exhibit 1 – Donation Agreement

Prepared by: Robert Weiler, Chief of Staff

Department Director: Stephen W. Gollan, Fire Chief

DONATION AGREEMENT

This Donation Agreement is entered into this 7th day of January 2025, by and between the City of Fort Lauderdale, a Florida municipal corporation, (hereinafter referred to as "Fort Lauderdale") and the City of Oakland Park, a Florida municipal corporation, (hereinafter referred to as "Oakland Park").

WHEREAS, Fort Lauderdale desires to donate AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS, the specific equipment described in Exhibit A to Oakland Park; and

WHEREAS, Oakland Park acknowledges that proper use of the equipment may require maintenance and extensive training; and Oakland Park will be responsible for obtaining any necessary maintenance and training in order to use the donated equipment; and

WHEREAS, Oakland Park acknowledges that Oakland Park holds all responsibility for proper operation and use of the donated equipment;

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, Fort Lauderdale and Oakland Park agree as follows:

1. The foregoing "WHEREAS" clauses are hereby ratified and incorporated herein. All exhibits attached hereto are hereby incorporated into this Agreement by this reference.

2. **Receipt of Equipment.** Oakland Park acknowledges receipt of the following donated equipment ("Donated Equipment") by Fort Lauderdale to Oakland Park. See Exhibit A.

3. **No Warranties.** Fort Lauderdale, 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. **Waiver of Liability.** Oakland Park does hereby waive, release, and discharge 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 direct or indirect result of the operation and/or use of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by Oakland Park. In no event shall Fort Lauderdale 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 Fort Lauderdale may not

have advised of the possibility of such damage.

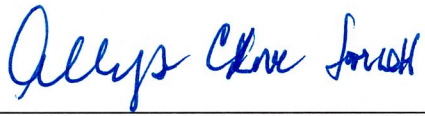
5. Indemnification. Oakland Park agrees to indemnify and hold harmless the City of Fort Lauderdale from all claims, liability and damages, arising from the use of the Donated Equipment.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN OAKLAND PARK AND THE CITY OF FORT LAUDERDALE.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement on the dates indicated, the latter of which shall be controlling.

CITY OF OAKLAND PARK, a Florida
municipal corporation


By: 
DAVID HEBERT, City Manager

Date: 2/7/25

ATTEST:

By:  RENEE
M. SHROUT, City Clerk
R. 2024. 176

Approved as to Legal Form and Correctness:

By: 
DONALD J. DOODY, City Attorney

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: Laura A. Reese

for SUSAN GRANT
Acting City Manager

Date: January 17, 2025

ATTEST:

By: D.R.S.
DAVID R. SOLOMAN City Clerk



Approved as to Legal Form and Correctness:
D"WAYNE M. SPENCE, Interim City Attorney

By: Rhonda Montoya Hasan
RHONDA MONTOYA HASAN,
Senior Assistant City Attorney

EXHIBIT A

The following items will be donated to the CITY OF OAKLAND PARK:

1. Twenty (20) used - SCOTT SAFETY, 5500 psi Self-Contained Breathing Bottles with valves
2. Twenty (20) used - SCOTT SAFETY Self-Contained Breathing Apparatuses Packs
3. Three (3) used - SCOTT SAFETY 5500 psi RIT cylinders with valves