

## DONATION AGREEMENT

This Donation Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 LAIBILITY 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: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ RENE  
M. SHROUT, City Clerk

Approved as to Legal Form and Correctness:

By: \_\_\_\_\_  
DONALD J. DOODY, City Attorney

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: \_\_\_\_\_  
SUSAN GRANT  
Acting City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN City Clerk

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

By: \_\_\_\_\_  
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