



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

the City of North Port, Florida

Cooperator

4970 City Hall Boulevard, North Port, Florida 34286

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.

E. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

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

ATTEST

COOPERATOR

Heather Taylor, CMC, City Clerk

BY: Debbie McDowell

Mayor

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton, City Attorney

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

WITNESS

BY: _____
DIRECTOR DATE

WITNESS

