



INTEROFFICE MEMORANDUM

June 6, 2023

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

THROUGH: Daniel P. Banks
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief
Fire Rescue Department

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

SUBJECT: **July 11, 2023 – Consent Agenda Item**
Donation Agreement between Orange County, Florida and Valencia College

Orange County Fire Rescue remains committed to strengthening its collaborative partnership with Valencia College. As part of that partnership, Orange County Fire Rescue supports the donation of two decommissioned fire apparatus to Valencia College School of Public Safety.

On May 23, 2023, the County Attorney's office and Risk Management Division developed a Donation Agreement related to the donation of the decommissioned fire apparatus shown below, pursuant to Orange County Administrative Regulation 6.05.04:

- | | |
|---------------------------------|---------------------------------|
| a. Fire Rescue Vehicle FL V7504 | b. Fire Rescue Vehicle FL V7505 |
| i. VIN: 4EN6AAA8451009528 | i. VIN: 4EN6AAA8951009525 |
| ii. Year: 2005 | ii. Year: 2005 |
| iii. Vehicle Tag: 228383 | iii. Vehicle Tag: 228382 |
| iv. Mileage: 200,183 miles | iv. Mileage: 195,500 miles |

ACTION REQUESTED: Approval and execution of Donation Agreement between Orange County, Florida and the District Board of Trustees of Valencia College, Florida on behalf of Orange County Fire Rescue, pursuant to Orange County Administrative Regulation 6.05.04.

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

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: July 11, 2023

DONATION AGREEMENT
BETWEEN
ORANGE COUNTY, FLORIDA
AND
THE DISTRICT BOARD OF TRUSTEES OF VALENCIA
COLLEGE, FLORIDA

This Donation Agreement (“Agreement”) is made and entered into as of the last date of execution by Orange County, a charter county and political subdivision of the State of Florida (“COUNTY”) and The District Board of Trustees of Valencia College, Florida, a political subdivision of the State of Florida (“VALENCIA”).

RECITALS:

WHEREAS, the Valencia College School of Public Safety provides comprehensive education, training, and resources to the community’s first responders; and

WHEREAS, Orange County Fire Rescue and Valencia College operate in a mutually beneficial supportive relationship; and

WHEREAS, COUNTY has designated certain decommissioned fire rescue vehicles, formerly used by the County’s Fire Rescue Division, as surplus property; and

WHEREAS, COUNTY desires to donate the surplus fire rescue vehicles, to VALENCIA for use in its public safety program; and

WHEREAS, COUNTY is authorized to donate the decommissioned fire rescue vehicles to VALENCIA 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 Vehicles** COUNTY agrees to donate the following fire rescue vehicles (“VEHICLES”) to VALENCIA for use in its public safety program:
 - a. Fire Rescue Vehicle FL V7504
 - i. VIN: 4EN6AAA8451009528
 - ii. Year: 2005
 - iii. Vehicle Tag: 228383
 - iv. Mileage: 200183 miles

- b. Fire Rescue Vehicle FL V7505
 - i. VIN: 4EN6AAA8951009525
 - ii. Year: 2005
 - iii. Vehicle Tag: 228382
 - iv. Mileage: 195,500 miles
3. **Donation and Acceptance.** COUNTY agrees to donate and convey the VEHICLES to VALENCIA free and clear of all liens and encumbrances. VEHICLES shall be donated by the COUNTY to and accepted by VALENCIA in “AS IS” condition. COUNTY makes no representations that the VEHICLES shall adequately serve the purpose intended by VALENCIA.
4. **Use of Vehicles.** VALENCIA is strictly prohibited from using the VEHICLES for emergency response situations. The parties agree that, as a condition of the donation contemplated under this Agreement, VALENCIA shall limit its use of the VEHICLES solely for training purposes provided on its campus (“Campus”). For the purpose of this Agreement, “training” shall refer to any educational or other instruction used for the fire-fighting community.
5. **Orange County Logo or Identifiers.** VALENCIA 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 VALENCIA’s use of the County Identifiers applied to the VEHICLES for fire training promotional purposes only. VALENCIA 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 Vehicles.** VALENCIA shall be solely responsible for any and all maintenance and associated repair costs necessary to the VEHICLES. All repair and maintenance of the VEHICLES shall be performed on the Campus. In the event that any such repair or maintenance cannot be performed on the Campus, VALENCIA shall have the VEHICLES towed to the appropriate location and shall ensure that all County Identifiers are sufficiently covered so as not to be visible to the public. All County Identifiers shall remain covered until the VEHICLES are returned to the Campus.
7. **Disposal of the Vehicles.** VALENCIA shall ensure that any future disposal of the VEHICLES shall be in accordance with applicable Florida law. VALENCIA shall completely and permanently remove all County Identifiers from the VEHICLES prior to disposal. VALENCIA agrees not to sell or otherwise dispose of the VEHICLES in a manner in which to receive financial gain or profit.

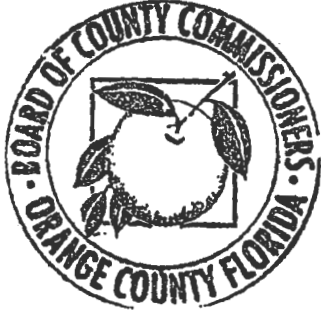
8. **Registration and Delivery of Vehicles.** The parties agree to cooperate in executing the required documents for proper transfer of ownership of the VEHICLES (collectively "Ownership Transfer Documents"). VALENCIA agrees to register the VEHICLES with the State of Florida Department of Motor Vehicles immediately upon execution of the Ownership Transfer Documents. Upon completion of VALENCIA'S registration of the VEHICLES, County shall deliver the VEHICLES to VALENCIA. Delivery of the VEHICLES shall not occur without evidence of VALENCIA's compliance with this section. VALENCIA 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 VEHICLES.
10. **Compliance with National Fire Protection Association Codes and Standards.** VALENCIA agrees that its use, maintenance, and disposition of the VEHICLES will comply with all applicable codes and standards as set forth by the National Fire Protection Association.
11. **Waiver of Liability.** VALENCIA 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 VEHICLES. 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 VEHICLES. The above limitations on liability apply even though the COUNTY may not have advised of the possibility of such damage.
12. **Indemnification.** VALENCIA agrees to indemnify and hold harmless COUNTY from any and all claims, liability and damages arising from VALENCIA's negligence in connection with the use of the VEHICLES. 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 VALENCIA 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Jerry L. Demings

for Jerry L. Demings
Orange County Mayor

Date: July 11, 2023

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

By: Jennifer Lara-Klimetz
Deputy Clerk

Printed Name Jennifer Lara-Klimetz

The District Board of Trustees of
VALENCIA COLLEGE, Florida

Name: Loren Bender

Signature: DocuSigned by:
Loren Bender
005FE745080A474...

Title:

VP, Business Operations & CFO

Date: 6/5/2023