



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** November 23, 2020

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

**FROM:** Alex Feinman, Assistant Manager *AF*  
Real Estate Management Division

**CONTACT PERSON:** Alex Feinman, Assistant Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** Approval and execution of Memorandum of Understanding by and between the District Board of Trustees of Valencia College, Florida, and Orange County, Florida, and delegation of authority to the Real Estate Management Division to exercise renewal options and furnish notices required or allowed by the agreement, as needed

**PROJECT:** Sheriff's Office K-9  
8600 Valencia College Lane, Orlando, Florida 32825  
Lease File #5058  
  
District 3

**PURPOSE:** To continue to provide space for the Sheriff's Office to train their K-9 units.

**ITEM:** Memorandum of Understanding  
Cost: None  
Size: 46,516 square feet  
Term: 5 years  
Options: 3, 5-year renewals

Real Estate Management Division

Agenda Item 2

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**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Orange County Sheriff's Office  
Facilities Management Division  
Risk Management Division

**REMARKS:** County currently leases space at Valencia College's (Valencia) School of Public Safety at 8600 Valencia College Lane, Orlando (Site) pursuant to a Memorandum of Understanding dated August 20, 2001 (MOU).

On March 14, 2019, the Board approved funding for new modular buildings for the Site. In order to ensure that the maintenance and repair responsibilities are outlined, County and Valencia desired to enter into a new agreement.

This Memorandum of Understanding will outline County's and Valencia's responsibilities for the Site formalizes a 5-year term.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**DEC 15 2020**

**MEMORANDUM OF UNDERSTANDING**  
*by and between*  
**Valencia Community College**  
*and*  
**Orange County, Florida**  
*regarding*  
***Sheriff's Office K-9 Training Facility***

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THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made effective as of the date last executed below (the "Effective Date") and entered into by and between the DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA, a political subdivision of the State of Florida ("Valencia"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("County").

**RECITALS:**

- A. Valencia is the fee simple owner of certain real property located in Orange County, Florida, consisting of approximately 58 acres of land, more particularly described and depicted in Exhibit "A" (the "Property").
- B. In order to support and promote its educational mission, Valencia authorizes County to utilize a parcel of land located on the Property described and depicted in Exhibit "B" (the "Premises") for continuous use as a law enforcement K-9 training facility.
- C. Valencia and County (collectively, the "Parties") desire to enter into this MOU defining their rights, duties, obligations, and liabilities regarding the Premises and the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Valencia and County agree as follows:

- 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Term. The term of this MOU shall be for a period of five (5) years, commencing on the Effective Date. County may renew this MOU for three (3) consecutive five- (5-) year terms. County's Real Estate Management Division, acting through its Manager, or designee, is authorized to approve and execute any renewal options.

3. Rent. Consideration for this MOU shall consist of the covenants and conditions County is obligated to observe hereunder. County shall not be obligated to make a fixed, monthly payment to Valencia as rent, except as provided herein for specific services, if applicable.

4. Care of Premises. The Parties shall maintain the Property and Premises and shall be responsible for all costs and maintenance, operations, system repair, utilities, and janitorial services, etc. as outlined in Exhibit "C".

5. Parking. Valencia hereby grants County non-exclusive use of the general parking facilities adjacent to and/or located at the Premises. Said parking is to be available to County's employees, volunteers, and clients during the times at which County operates on the Premises.

6. Early Termination. At any time during the term of this MOU, or any renewals or extensions thereof, County shall have the right to terminate this MOU, upon not less than sixty (60) days' prior written notice to Valencia.

7. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following address or to such other addresses as the parties may designate to each other in writing from time to time:

**To Valencia:** The District Board of Trustees of Valencia College  
Attn: Loren Bender, VP for Operations and Finance  
1768 Park Center Drive  
Orlando, FL 32835-6200

*With a copy to:* The District Board of Trustees of Valencia College  
Attn: Paul Rooney, AVP for Safety, Security & Risk Management  
1768 Park Center Drive  
Orlando, FL 32835-6200

The District Board of Trustees of Valencia College  
Attn: William Mallowney, VP Policy & General Counsel  
1768 Park Center Drive  
Orlando, FL 32835-6200

The District Board of Trustees of Valencia College  
Attn: Shaun Andrews, AVP Facilities & Maintenance,  
1768 Park Center Drive  
Orlando, FL 32835-6200

**To County:** Orange County  
Attn: Manager, Real Estate Management Division  
400 East South Street, 5<sup>th</sup> Floor

Orlando, FL 32801

*With a copy to:* Orange County  
Attn: County Administrator  
P.O. Box 1393  
Orlando, FL 32802-1393

Orange County Attorney  
P.O. Box 1393  
Orlando, FL 32802-1393

Dan Divine, Manager  
Research and Development  
Orange County Sheriff's Office  
2500 West Colonial Drive  
Orlando, FL 32804

8. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors

9. Counterparts. This MOU may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*(signature pages follow)*

IN WITNESS WHEREOF, Valencia and County have caused this "Memorandum of Understanding" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

**"Valencia"**  
**DISTRICT BOARD OF TRUSTEES OF**  
**VALENCIA COLLEGE, FLORIDA**, a political  
subdivision of the State of Florida

Witness: Cheryl Rutherford

Print Name: Cheryl Rutherford

Witness: [Signature]

Print Name: Jeffrey Filko

By: [Signature]

Print Name: Loren J Bender

Title: Vice President - Business Oper & Finance

Date: 11/10/20

IN WITNESS WHEREOF, Valencia and County have caused this "Memorandum of Understanding" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Effective Date.

"County"  
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Byron W. Brooks  
for Jerry L. Demings  
Orange County Mayor

Date: 16 December 2020

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

By: Craig A. Stopyra  
for Deputy Clerk

Printed Name: Craig A. Stopyra

Date: DEC 16 2020



EXHIBIT "A"  
THE PROPERTY

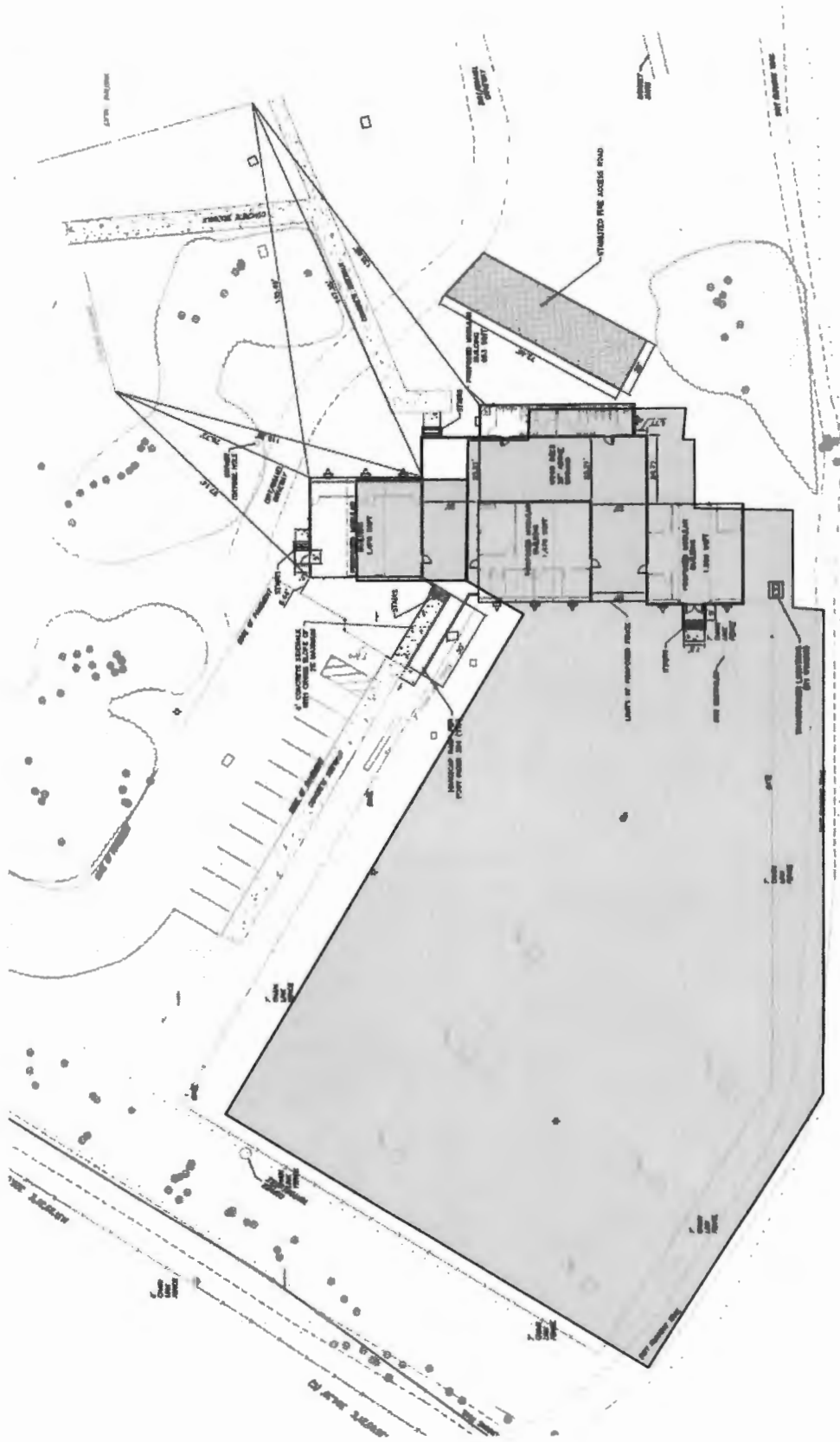
COMM SE COR OF W1/2 OF NE1/4 TH N 27 DEG W 536.57 FT FOR POB TH RUN W  
2242.82 FT TO E R/W E/W EXPY TH NELY 414.58 FT NELY 517.88 FT N 36 DEG E 304.30  
FT N 31 DEG E 326.04 FT N 24 DEG E 184.10 FT N 25 DEG E 81.32 FT N 21 DEG E 503.30  
FT N 44 DEG E 88.39 FT E 103 FT N 24 FT E 456.63 FT S 310.99 FT S 936.70 FT S 27 DEG  
E 953.07 FT TO POB IN SEC 25-22-30 SEE 3764/0645 3903/0342 6045/1509





EXHIBIT "B"  
THE PREMISES





Sheriff's Office K-9  
Lease File #5058

**EXHIBIT "C"**  
**MAINTENANCE AND REPAIR RESPONSIBILITY**

Valencia and County acknowledge and agree the following will constitute maintenance and repair responsibilities regarding the Property and Premises:

Portion of the Property and Premises:	Party responsible for maintenance, repair, and replacement, and cost:	Comments and Exceptions:
Cabinets, Vanities, and Countertops	County	
Carpet and/or Tile (including Deep Cleaning, Repair, and Replacement)	County	
Changes / Additions to Building	N/A	
Common Area Maintenance	Both	Valencia responsible for outside training fence. County responsible for inside training fence.
Dumpsters / Trash	Valencia	County responsible for the disposal of any hazardous waste or materials with their special vendor
Elevators	N/A	
Exterior Cleaning	County	
Exterior Doors (including Closure Devices, Frames, Molding, etc.)	County	
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Both	Valencia responsible for outside training fence. County responsible for inside training fence.
Exterior Lighting (Pole and Building Fixtures)	Both	Valencia

		responsible for outside training fence. County responsible for inside training fence.
Exterior Painting	County	
Exterior Plumbing (including Septic Tanks, Lift Stations, Pumps, etc.)	Both	Sanitary to flow away from site to Valencia. County only responsible for the closer of the (i) fence or (ii) first clean. Valencia responsible outside that.
Exterior Walls, Building Envelope, Decking, and other Structural Components	County	
Exterior Windows	County	
Fire Alarm Systems (including False Alarms)	Valencia	
Fire Extinguishers	County	
Generators		
HVAC (including Filters, Repairs, and Replacement)	County	
Interior Doors (including Closure Devices, Frames, Molding, etc.)	County	
Interior Electrical: Main Switchgear & Breakers	County	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	County	
Interior Decoration (including Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	County	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (including Leaks under Slab or Inside Walls)	County	
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	County	
Irrigation Systems (including Controllers, Pumps)	Valencia	

Sheriff's Office K-9  
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Janitorial	Valencia	County staff must be present at all times during routine service established by Valencia and the County
Landscaping (including Debris Clean-up & Storm Drainage)	Both	Valencia responsible for outside training fence. County responsible for inside training fence.
Life Safety / Fire Sprinklers / Fire Hood Suppression	County	
Locks / Key Management	County	
Overhead Doors / Automatic Gates (including Closure Devices, etc.)	County	
Parking Lot and Driveway (including Hardscapes)	Both	Valencia responsible for outside training fence. County responsible for inside training fence.
Pest Control (including removal/disposal of dead animals)	County	
Roof	County	
Security Systems / Cameras	County	Valencia will provide daily patrols and report unauthorized activity to County's Sheriff's Office
Signage	County	
Utilities – Electrical	Valencia	County only responsible for connection

Sheriff's Office K-9  
 Lease File #5058

Utilities – Internet Access, Phones, IT equipment	County	Valencia will allow County to connect to its existing conduit system.
Utilities – Water / Sewer	Valencia	County only responsible for connection
Other: Kennel and Training Field	County	
Other: Mail	County	County shall maintain a separate mail and shipping service
Other:		
Other:		