

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

This First Amendment to the Memorandum of Understanding (“**First Amendment**”) is entered into by and between the DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA, a political subdivision of the State of Florida (“**Valencia**”), ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**County**”), and the SHERIFF OF ORANGE COUNTY, an independent Constitutional Officer of the state of Florida, whose office is located at 2500 W. Colonial Dr., Orlando, Florida (“**OCSO**”), all collectively referred to as “Parties” and individually referred to as “Party”.

RECITALS

WHEREAS, Valencia and County entered into that certain Memorandum of Understanding dated December 15, 2020 (the “MOU”) regarding the Sheriff’s Office K-9 Training Facility located on the Property described in the MOU for use by OCSO as K-9 Training Facility; and

WHEREAS, the OCSO is an independent constitutional officer and is not permitted to enter into an agreement for real property; and

WHEREAS, the Parties now desire to amend the MOU to formally identify the OCSO as a Party to the MOU and as an operator and user of the Premises; and

WHEREAS, the Parties further desire to include the OCSO within the indemnification provisions of the MOU as a Party, in the same manner and to the same extent as Valencia and County; and

WHEREAS, the MOU will expire on December 14, 2025, pursuant Paragraph 2 of the MOU, the Parties desire to exercise the first renewal option.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

Project: OCSO K-9 Training Facility
Lease file #5058

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Defined Terms. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the MOU.

3. Operator Identification. The OCSO is hereby formally identified as a Party, and as an operator and user of the Premises, with rights of use and obligations consistent with the terms of the MOU as previously made applicable to County. All references to "County" in the MOU regarding operational use of the Premises shall be deemed to include the OCSO.

4. Renewal Term. The Parties hereby exercise the first renewal option ("First Renewal Option") provided in Paragraph 2 of the MOU. The renewal term shall commence on December 15, 2025, and shall expire on December 14, 2030.

5. Paragraph 7 of the MOU is deleted in its entirety and replaced with the following:

7. Notices. Notices to any 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: Brandon McKelvey, Executive VP for Administrative Svcs.
1800 South Kirkman Road
Orlando, FL 32811-2302

With a copy to: The District Board of Trustees of Valencia College
Attn: Jeff Goltz, Dean, Public Safety, Legal Studies and Education
8600 Valencia College Ln
Orlando, FL 32825

The District Board of Trustees of Valencia College
Attn: William Mullowney, VP Policy & General Counsel
1800 South Kirkman Road
Orlando, FL 32811-2302

The District Board of Trustees of Valencia College
Attn: Oscar Cristancho, Chief Financial Officer
1800 South Kirkman Road
Orlando, FL 32811-2302

To County: Orange County
Attn: Manager, Real Estate Management Division
400 East South Street, 5th Floor
Orlando, FL 32801

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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

6. Effect of Amendment. Except as expressly modified by this First Amendment, all other terms, conditions, and provisions of the MOU shall remain in full force and effect.

7. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW.]

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IN WITNESS WHEREOF, this First Amendment to the MOU for the Orange County Sheriff K-9 Training Facility has been executed by the Parties hereto on the dates indicated below.

“VALENCIA”

DISTRICT BOARD OF TRUSTEES OF
VALENCIA COLLEGE, FLORIDA

By: Oscar Cristacho

Name: Oscar Cristacho
Title: Chief Financial Officer

Date: 11/13/2025

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IN WITNESS WHEREOF, this First Amendment to the MOU for the Orange County Sheriff K-9 Training Facility has been executed by the Parties hereto on the dates indicated below.

ORANGE COUNTY SHERIFF'S OFFICE

By: _____

Name: John Mina

Title: SHERIFF OF ORANGE COUNTY

Date: 11-21-26

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY,
FLORIDA

APPROVED AS TO FORM AND
LEGALITY

THIS 17 DAY OF November



ASSISTANT GENERAL COUNSEL
ORANGE COUNTY SHERIFF'S OFFICE

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IN WITNESS WHEREOF, this First Amendment to the MOU for the Orange County Sheriff K-9 Training Facility has been executed by the Parties hereto on the dates indicated below.

COUNTY
ORANGE COUNTY, FLORIDA

By: _____

Name: Jerry L. Demings
Title: Orange County Mayor

Date: _____

ATTEST:

By: _____
Phil Diamond, CPA, County Comptroller
Title: As Clerk to the Board of County
Commissioners