

RESOLUTION
of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
DONATION OF EQUIPMENT TO VALENCIA COLLEGE

Resolution No. 2017- M-17

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida ("County"), pursuant to its home rule power and under Section 274.05, Florida Statutes (2016), has authority to classify any of its property determined to be obsolete or otherwise uneconomical or which services as no useful function to be surplus property; and

WHEREAS, County has deemed certain emergency type vehicles, formally used by the County's Fire Rescue Division, to be surplus property (collectively referred to as "Vehicles"); and

WHEREAS, Valencia College, a community college within the Florida statewide college education system ("Valencia") provides a variety of educational functions including, but not limited to, a technical education function; and

WHEREAS, as part of its technical educational function, Valencia has created its School of Public Safety through which it provides training in three major program areas, one of which includes fire rescue and safety training ("Fire Program"); and

WHEREAS, the County, through its Board of County Commissioners ("Board") formally approved the donation of the Vehicles under its INVEST in our Home for Life initiative during its December 13, 2016 Board meeting; and

WHEREAS, as a condition of the County's donation of the Vehicles to Valencia, the parties have entered into that certain donation agreement, attached hereto as Exhibit "A", establishing the terms and conditions for the County's donation ("Donation Agreement").

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF ORANGE COUNTY:**

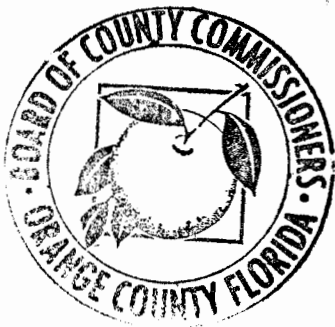
1. The County, through its Board's execution of this Resolution, hereby

donates the Vehicles to Valencia for training purposes, as otherwise set forth in the Donation Agreement.

2. The Board hereby authorizes the Orange County Director of Fire Rescue Services, or his/her designee, to execute any and all documents necessary for the transfer of title for all vehicles as it relates to the Vehicles under this Donation Agreement or for any future disposal of vehicles assigned to Fire Rescue.

3. This Resolution shall become effective upon its adoption by the Board.

ADOPTED _____ day of MAY 23 2017.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

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

By: *Craig A. Stopyla*
for Deputy Clerk

Craig A. Stopyla
Printed Name

EXHIBIT “A”

(“Donation Agreement”)

4/24/17

DONATION AGREEMENT

by and between

ORANGE COUNTY, FLORIDA

and

THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA

This DONATION AGREEMENT ("Agreement") is made by and between Orange County, Florida, 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, County has designated certain emergency type vehicles and associated equipment, formally used by the County's Fire Rescue Division, and as more specifically identified in Exhibit "A", attached hereto and incorporated by reference (collectively referred to as "Vehicles"), as surplus property; and

WHEREAS, Valencia provides a variety of educational functions including, but not limited to, a workforce and technical education function; and

WHEREAS, as part of its workforce and technical educational function, Valencia has created its School of Public Safety through which it provides training to three (3) major program areas, one of which includes fire rescue and safety training ("Fire Program"); and

WHEREAS, County, through its Board of County Commissioners ("Board") formally approved the donation of the Vehicles to Valencia under its INVEST in Our Home for Life Initiative during its December 13, 2016, Board meeting; and

WHEREAS, as a condition of the County's donation of the Vehicles, the parties have agreed to enter into this Donation Agreement to establish the terms and conditions under which the donation shall occur.

NOW, THEREFORE, in consideration of the mutual covenants, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein as a material part of this Agreement by reference.

Section 2. **Donation and Acceptance.** County agrees to donate and convey the Vehicles to Valencia free and clear of all liens and encumbrances. The Vehicles shall be donated by the County to and accepted by Valencia in "AS IS" condition and shall be solely responsible for any and all future Vehicle maintenance. County makes no representation that the Vehicles shall adequately serve the purpose intended by Valencia for its Fire Program.

Section 3. **Use of Vehicles.** The parties agree that, as a condition of the donation contemplated under this Agreement, Valencia shall limit its use of the Vehicles solely to training purposes, generally as provided on the Valencia campus ("Campus"). For the purpose of this Agreement, "training" shall refer to any educational or other advancement instruction used for the fire-fighting community.

Section 4. **Orange County Logo or Identifiers.** It is acknowledged that Orange County Fire and Rescue wants to retain the logo on the vehicle in order to raise awareness of their organization. As such, when the vehicle is on school grounds, the Orange County Fire Rescue logo will remain on the truck. However, during those times when Valencia has to leave the school premises and be driven on public access roads, Valencia will ensure that logos are sufficiently covered so that the truck is not identifiable to the county.

Section 5. **Disposal of Vehicles.** Valencia shall ensure that any future disposal of the Vehicles shall be in accordance with applicable Florida law. Valencia shall ensure that all logos or other identifiers associated with Orange County or Orange County Fire and Rescue are removed prior to disposal of the Vehicles.

Section 6. **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 immediately register the Vehicles with the State of Florida Department of Motor Vehicles immediately upon execution of the Ownership Transfer Documents. County shall deliver the Vehicles to Valencia Campus; however, ownership of the Vehicles shall not take place until evidence of registration by Valencia has been provided to County. Valencia shall be solely responsible for any and all costs associated with the required transfer of ownership and registration.

Section 7. **Hold Harmless and Indemnification.** The Parties hereby acknowledge that Valencia is a governmental entity in the State of Florida. Without waiving its sovereign immunity, and if and to the limits authorized by Section 768.28, Florida Statutes, Valencia agrees to be liable for, and indemnify and defend the County, the Orange County Board of County Commissioners ("Board"), the Board members, and the County's officers, employees, contractors (collectively, "Indemnified Parties"), against any and all claims, suits, judgments, demands, liabilities, damages,

costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) for bodily injury (including death) and property damage attributable solely to Valencia's negligent acts or omissions, or solely to those of its employees acting within the scope of their employment, and arising out of or related in any way to the County's donation of the Vehicles. Under no circumstances shall Valencia be liable to or for the negligent acts of the Indemnified Parties or any person employed by the Indemnified Parties or under the direction of the Indemnified Parties. Valencia shall not have tort liability for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes. The foregoing shall not constitute an agreement by Valencia to assume any liability for the acts, omissions and/or negligence of any third party. Nothing contained in this Agreement shall be construed or interpreted as: (i) denying to Valencia any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of Valencia to be sued; or (iii) a waiver of sovereign immunity of Valencia beyond the waiver provided in law.

Section 8. **Entire Agreement.** This written agreement, together with the attached exhibit, 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.

Section 9. **No Partnership or Agency.** Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of principal/agent, employer/employee, or joint venture partnership between the County and Valencia.

Section 10. **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other address as specified by written notice in compliance with the terms of this paragraph.

As to COUNTY:

Orange County
Office of the County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Attn: County Administrator

Copy to:

Orange County
Attn: Director, Fire Rescue Service Division
P.O. Box 5879
Winter Park, Florida 32793

As to VALENCIA:

Valencia College
Office of Business Operations and Finance
P.O. Box 3028
Orlando, Florida 32808
Attn: Vice President

Section 11. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 12. **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. Before initiating a lawsuit against the other relating to a dispute or claim herein, the Parties agree to work in good faith to resolve between them all disputes and claims arising out of or in relation to this Agreement. Any and all claims, controversies, or disputes arising out of this Agreement not so resolved may be settled by law exclusively in the Ninth Judicial Circuit Court, Orlando, Florida.

Section 13. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 5.24.17

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

By: *Craig A. Stopysa*
for Deputy Clerk

Date: MAY 23 2017

VALENCIA COLLEGE

By: *Loren J. Bender*
Signature

Printed Name: Loren J. Bender

Title: Vice President, Business Operations and Finance

Date: 5/1/17

EXHIBIT "A"

Description of Vehicles and associated equipment donated.

S:kcundiff/attorneys admin/Galloway Wanzo/fire rescue/donation agreement revised draft with CAO comments CLEAN 4 24 17