



FIRE RESCUE DEPARTMENT

OTTO DROZD, III
Fire Chief, EFO, CFO
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Winter Park, Florida 32793
407-836-9112 • FAX 407-836-9106
Otto.Drozd@ocfl.net

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 20 2015 JK/BS

September 24, 2015

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

THROUGH: Dr. George Ralls
Deputy County Administrator

FROM: Otto Drozd III, Fire Chief
Fire Rescue Department

CONTACT PERSON: Mike Wajda, Division Chief, Operations
Orange County Fire Rescue Department
407-836-9102

SUBJECT: October 20, 2015 – Consent Item

Since 1977, Orange County has partnered with other fire agencies to jointly sponsor and participate in firefighter, emergency medical and emergency management training. In 2005, this partnership was formalized in an Interlocal Agreement establishing the Central Florida Fire Consortium. Today the Consortium is comprised of multiple county and city fire agencies and its training facility is located at 2966 W. Oakridge Road, Orlando, FL 32809.

Under the terms of the agreement, participants pay an annual fee for use of the training facility with unique capabilities including a "Burn Building", a four story training tower and liquid petroleum gas fire training. The Consortium also offers various training programs at a reduced rate. The membership cost to Orange County for FY 2015-2016 is \$112,668.60.

ACTION REQUESTED: Approval of payment of the FY 2015-2016 Annual Fee associated with the Interlocal Agreement between Orange County and the Central Florida Fire Consortium in the amount of \$112,668.60 for membership services.

c: Ajit Lalchandani, County Administrator

Central Florida Fire Consortium
 2966 W. Oak Ridge Rd.
 Orlando, FL 32809

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 20 2015 JK/BS

Invoice

Date	Invoice #
10/1/2015	2873

Bill To
Orange County Fire & Rescue Attn: Accounts Payable PO Box 5879 Winter Park, FL 32793

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Consortium fees fiscal year 2015/2016 October 1, 2015	946	119.10	112,668.60

It's been a pleasure working with you!	Subtotal	\$112,668.60
	Sales Tax (0.0%)	\$0.00
	Total	\$112,668.60
	Payments/Credits	\$0.00
	Balance Due	\$112,668.60

The Central Florida Fire Consortium

July 15, 2015

Dear Board Member,

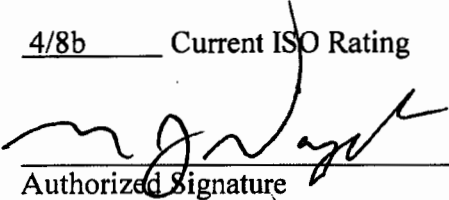
Budget time is upon us. In order to calculate next year's membership dues, please indicate the number of **certified firefighters and/or fire inspectors** you anticipate having on staff October 1, 2015. I am asking for realistically anticipated staffing levels for October 1 in order to more accurately calculate membership dues.

If you have members that are fire inspectors only (and not firefighters) you are asked to include them in as well, since they receive the same reduced course fee benefit as our firefighter members.

Please provide the requested information below, sign **and return this to me no later than August 17, 2015**. You can FAX, mail, email or you can bring it in!

Thank You,

Jo Etta Stahl
Facilities Manager

<u>946</u> # of Cert. Career Firefighters and/or Fire Inspectors for Oct 1, 2015	
<u>0</u> # of Volunteer/Reserve Firefighters for Oct 1, 2015	
<u>4/8b</u> Current ISO Rating	
 Authorized Signature	<u>9-3-15</u> Date
<u>Mike Wajda</u> Print Name	<u>Division Chief</u> Title

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 03 2014 CAJ/KH

**INTERLOCAL AGREEMENT
CENTRAL FLORIDA FIRE CONSORTIUM**

Approved by Central Florida Fire Consortium Board on _____, 2014

RECITALS

WHEREAS, this is an Interlocal Agreement between the following political subdivisions and municipalities of the State of Florida (collectively, the "Central Florida Fire Consortium" or "Consortium" and individually, "Parties" or "Member Entities"):

- a. City of Orlando
- b. City of Winter Garden
- c. City of Ocoee
- d. City of Maitland
- e. City of Kissimmee
- f. City of St. Cloud
- g. City of Winter Park
- h. Orange County Board of County Commissioners
- i. Reedy Creek Improvement District
- j. Osceola County Board of County Commissioners; and

WHEREAS, by Interlocal Agreement dated June 6, 1977, the City of Orlando and the former Orange County Board of Fire Commissioners agreed to jointly sponsor and participate in an "Orlando-Orange Fire Training Academy"; and

WHEREAS, the City of Orlando provided for the creation and establishment of the "Orlando-Orange Fire Training Academy Board of Trustees" by adoption of an amendment to Chapter 2 of the Code of the City of Orlando; and

WHEREAS, by Interlocal Agreement dated June 3, 1982, (and subsequently updated and agreed upon on March 15, 1994, and again on January 18, 2006) the City of Orlando and Orange County and other then existing member agencies agreed to continue the joint efforts begun as a result of the aforementioned Interlocal Agreement of June 6, 1977; and

WHEREAS, by subsequent amendments to Chapter 2 of the Code of the City of Orlando, the Academy was renamed and redesignated as the "Central Florida Fire Academy

at Orlando", then the "Central Florida Emergency Services Institute," and then re-named "Central Florida Fire Academy;" and

WHEREAS, the Central Florida Fire Academy no longer operates a state certified education and training program in fire and emergency services; and

WHEREAS, the District Board of Trustees of Valencia College, Florida ("Valencia College" or "Valencia") has established the Central Florida Fire Institute at Valencia (the "Institute") to operate a state certified education and training programs in fire and emergency services in its service district of Orange and Osceola Counties, Florida; and

WHEREAS, Valencia has entered into a License Agreement (the "License Agreement"), attached to and incorporated herein as Exhibit "A," with the School Board of Orange County, Florida, to use a portion of the facilities at Mid-Florida Technical School, located at 2900 W. Oak Ridge Road, Orlando, Florida 32809, more particularly described in Exhibit "A" to the License Agreement, attached to and incorporated herein (the "Facility") to operate the Institute, such Facility formerly used and operated solely by the Central Florida Fire Academy in accordance with prior interlocal agreements; and

WHEREAS, the Central Florida Fire Academy desires to change its name to the Central Florida Fire Consortium and to alter its purpose from locally operating a state certified education and training program in fire and emergency services to that of managing, operating and maintaining the Facility in support of the Institute and training needs of Member Entities and other selected public agencies; and

WHEREAS, Valencia desires to engage the Consortium to manage, operate and maintain the Facility in support of the Institute and training needs of Member Entities and other public agencies, such engagement to be documented and governed by a mutually acceptable management agreement ; and

WHEREAS, Chapter 163, Florida Statutes provides that a joint exercise of power by public agencies may be made by Agreement in the form of an Interlocal Agreement; and

WHEREAS, each of the Parties to this Interlocal Agreement is a "public agency" within the meaning of § 163.01 Florida Statutes; and

WHEREAS, the Parties to this Interlocal Agreement desire to collaborate in the operation of the Consortium and further desire to better set forth the working relationship between themselves with respect to the Consortium's operation.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, to include the mutual terms, conditions, promises, and covenants hereinafter contained, the Parties agree as follows:

1. **Recitals:** The recitals set forth above are true and correct, and incorporated as part of this Interlocal Agreement.

2. **Purpose and Intent:** It is the purpose and intent of this Interlocal Agreement to provide for the continuing operation, maintenance, and management of the Facility in support of the Institute and training needs of Member Entities and other public agencies, and to set forth the duties and responsibilities of the participating Parties. It is also the intent of this Agreement to operate the Consortium as a separate entity created by Interlocal Agreement.

3. **Powers Designated:** The Board of Directors of Central Florida Fire Consortium (hereinafter the "Board" or the "Board of Directors") shall possess the power to make and enter into contracts in the name of the Consortium, to employ agencies or employees, to acquire, construct, manage, maintain, or operate buildings, parks, or improvements; to acquire, hold, or dispose of property; and to incur debts, liabilities, or obligations which do not constitute the separate debt, liability, or obligation of any Party to this Interlocal Agreement. All such powers shall be exercised in accordance with the provisions of this Interlocal Agreement, as well as the provisions of Chapters 163 and 119, Florida Statutes.

4. **Board of Directors:**

a. **Governance:** The Consortium shall be governed by its Board of Directors, in accordance with Chapter 163, Florida Statutes, and in accordance with this Interlocal Agreement.

b. **Board Members:** The Fire Chief of each Member Entity to this Interlocal Agreement shall make up the Board of Directors of the Consortium. Each member of the Board of Directors shall be entitled to vote on all issues before the Board as provided herein.

c. **Alternates:** Each member of the Board of Directors may designate, in writing, an alternate to serve as an acting Board Member in the event that he or she is unable to attend a meeting of the Board of Directors. Any such alternate member

of the Board of Directors shall be entitled to vote on any issues before the Board, provided the original Board Member is entitled to vote but is not present.

d. **Board Members not Compensated:** Members of the Board of Directors of the Consortium shall not be compensated for their services as Board Members. However, the Board may from time to time agree in advance to pay the out-of-pocket expenses of any Board member asked to do extraordinary services on behalf of the Board.

5. **Officers:** The Board of Directors shall hold an annual election of officers. Only Board members may serve as officers of the Consortium. The officers shall be President/Chairman, Vice President/Vice Chairman, Secretary, and Treasurer. Duties, responsibilities and authority of Officers shall be defined by the By-Laws, as defined herein.

6. **Meetings:** The Board of Directors shall meet at least quarterly, unless otherwise determined by the Board of Directors, at a time and place to be determined by the Board. In addition, Special Meetings of the Board of Directors may be called from time to time, and the procedures for such meetings shall be set forth in the By-Laws. All meetings and business of the Board of Directors shall be conducted in compliance with Florida's Public Records and open meeting laws.

7. **Voting Weights:** In consideration of the differences in size and scope of the Member Entities, voting weights shall be assigned as follows:

- a. City of Orlando (three (3) votes)
- b. City of Winter Garden (one (1) vote)
- c. City of Ocoee (one (1) vote)
- d. City of Maitland (one (1) vote)
- e. City of Kissimmee (one (1) vote)
- f. City of St. Cloud (one (1) vote)
- g. City of Winter Park (one (1) vote)
- h. Orange County Board of County Commissioners (four (4) votes)
- i. Reedy Creek Improvement District (one (1) vote)
- j. Osceola County Board of County Commissioners (two (2) votes)

8. **Action by Board of Directors:** All actions of the Board of Directors must be approved by a simple majority of those Board members present at the meeting, except that the following matters shall require a two-thirds (2/3) majority of those present for approval:

- a. Approval of annual budget
- b. Hiring or firing of Facilities Manager
- c. Admission of any additional parties to Interlocal Agreement/Board of Directors
- d. Adoption of By-Laws
- e. Amendments to By-Laws
- f. Amendment of Interlocal Agreement
- g. Annual Schedule of Dues and Fees to be charged by the Consortium
- h. Notwithstanding anything contained herein to the contrary, the initiation of litigation or other legal action or proceeding on behalf of the Consortium shall require unanimous (100%) approval of the Board of Directors. Provided however, if a Member Entity's interest is adverse to the Consortium in the proposed litigation or other legal proceeding, the adverse Member Entity will not be entitled to vote on the issue.

9. **Participating Parties:** The parties to this Interlocal Agreement shall be the participants (sometimes referred to herein as "Members" or "Member Entities") in the Consortium. However, the Board of Directors, may, from time to time, allow additional public agencies to participate as Members on such terms and conditions as it may set. In the event that the admission of additional public agencies as Parties to this Interlocal Agreement be approved by a favorable two-thirds (2/3) vote as described in the preceding paragraph, such newly admitted Members must execute and agree to join in this Interlocal Agreement.

10. **Use of Facility and Provision of Services to Non-Member Public Agencies:**

- a. In accordance with the requirements of the License Agreement, all Member Entities shall be required to execute a facility sublicense agreement with Valencia College prior to using the Facility. This facility sublicense agreement is attached as Exhibit "B", and incorporated herein (the "Sublicense Agreement"). Each Member Entity agrees to execute the Sublicense Agreement as a condition of membership in the Consortium.
- b. The Consortium may, with the approval of its Board of Directors,

authorize the use of the Facilities by public agencies that are not named Member Entities in this Interlocal Agreement. However, the Board of Directors shall set an appropriate fee schedule for such non-member participation, and the non-member participant shall be required to execute the Sublicense Agreement with Valencia College prior to using the Facility.

11. **School Board:** The School Board of Orange County has licensed the use of the Facility to Valencia College, and will continue to do so on such terms and conditions as set forth in the License Agreement. The Facility shall remain the property of the School Board of Orange County, and may not be sold, mortgaged, or otherwise encumbered by the Consortium. The Consortium shall enter into a Facility Operations and Management Agreement with Valencia College.

12. **Facility Manager:** The Board of Directors may hire a Facility Manager, who shall be responsible for implementing the Facility Operations and Management Agreement as entered into by and between the Consortium and Valencia College. The Board shall enter into a written employment contract with the Facility Manager, more specifically setting forth the duties, responsibilities and authority of the Facility Manager.

13. **Chief Financial Officer:** The Board of Directors may also hire a Chief Financial Officer, who will be responsible for ensuring that all budgeting, accounts payable, accounts receivable, and other financial matters are conducted following generally accepted governmental accounting practices. The Board may enter into a written employment contract with the Chief Financial Officer, more specifically setting forth the duties, responsibilities, and powers of the Chief Financial Officer.

14. **Committees:** The Board of Directors, in carrying out its duties and responsibilities, may establish committees. The President shall appoint the Members to serve on each such committee.

15. **Budgeting:** The Board of Directors shall annually budget for the operations of the Consortium. Each party to this Interlocal Agreement shall cooperate in providing funding to the Consortium, in accordance with the terms herein. The Board of Directors shall annually adopt a schedule of dues and fees to be charged to Member Entities by the Consortium.

16. **Third Party Contracts:** The Board of Directors shall have the authority to enter into contracts with third parties to fulfill the purposes described herein. In purchasing

and entering into contracts to purchase, the Board of Directors shall use its own duly adopted policies and procedures.

17. **Gifts and Grants:** The Board of Directors shall have the power and authority to accept gifts on behalf of the Consortium, and shall also have the power and authority to seek, in the name of the Consortium, grants from other governmental agencies.

18. **Insurance:** The Board of Directors shall obtain insurance coverage for liability, property, worker's compensation, unemployment compensation, group health insurance, and any other insurances as may be determined by the Board of Directors or required by law. In obtaining such insurance, the Board of Directors may participate in any Member Entity's insurance program, or in any other similar governmental insurance program.

19. **Employees:** Employees of the Consortium shall be its employees and shall not be considered to be the employees of any Member Entity while acting in his or her capacity as employee of the Consortium

20. **Indemnity:** To the fullest extent permitted by law and subject to the provisions and limitations of §768.28, Florida Statutes, the Consortium shall defend, indemnify and hold harmless any Member Entity, its officials, agents and employees from and against any and all non-employee claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused by any negligent act or omission of the Consortium, anyone directly or indirectly employed by it, or anyone for whose acts any of them shall be liable.

21. **No Pecuniary Liability of Member Entities.** Neither the provisions, covenants or agreements contained in this Agreement, nor any indebtedness issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Member Entities, except as provided in the respective Sublicense Agreements entered into by and between each Member Entity and Valencia College as required herein. Any indebtedness shall be issued by the Consortium and not the Member Entities. If issued, any indebtedness and the interest thereon shall be limited to, and special obligations of the Consortium, payable solely from the revenues pledged thereto.

22. **No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any Member Entity, officer, agent or employee of the Consortium nor any officer, agent, or employee of a

Member Entity in his or her individual capacity, and members, officers, agents and employees of the Consortium and the Member Entities shall not be personally liable on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

23. **Filing of Agreement.** It is agreed that this Agreement shall be filed by the Consortium with the Clerk of the Court of Osceola and Orange County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until filed as directed herein.

24. **Dissolution:** In the event of dissolution of the Consortium, all authorized debts shall be paid, and any remaining property and assets of the Consortium shall be distributed *pro rata* to its participating Member Entities, in accordance with the amount of funding contributed by each Member Entity during the five years preceding such dissolution. Provided, however, that personal property contributed by any Member Entity shall be returned to the contributing Member Entity, in accordance with the following paragraph.

25. **Contribution of Property:** The Parties to this Interlocal Agreement may contribute or loan equipment or other goods to the Consortium, which shall remain the property of the Contributing Member Entity. Upon dissolution, any such contributed property shall be returned to the Contributing Member Entity.

26. **Reports to Members:** The Board of Directors of Central Florida Fire Consortium shall provide its budget to its member entities each year. In addition, The Board of Directors of the Consortium shall provide an independent annual audit of all receipts and disbursements to each participating entity. Members shall, at all times during normal business hours, have access to the books and records of the Consortium. In addition, copies of the minutes of all regular and special meetings of the Board of Directors shall be provided to each member.

27. **Termination and Initial Term:** The initial term of this Interlocal Agreement shall be for Ten (10) years, and may be renewed thereafter for successive Five (5) year terms.

28. **Withdrawal by Member Entity:** A member may withdraw from participation in the Central Florida Fire Consortium by giving not less than six (6) months written notice to the Board of Directors of the Consortium. Such withdrawal shall not relieve the withdrawing party of financial obligations incurred hereunder.

29. Termination of a Member Entity: A Member Entity may, upon a 2/3 majority vote of the Board, for non-payment of financial obligations to the Consortium or for other good cause, be terminated from the Consortium, by giving not less than six (6) months written notice to the Member Entity to be terminated. Such termination shall not relieve the terminated Member Entity from any financial obligations owed or that become owed during the six (6) month notice period.

30. Privileges and Immunities: All the privileges and immunities from liability, exemption from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents and employees of Member Entities when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents and employees extraterritorially.

31. Miscellaneous:

a. All notices, demands, formal actions or other communications hereunder shall be in writing and mailed, delivered by facsimile or hand delivered to each Member. Members shall keep their contact information current with the Facility Manager

b. This Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person other than the Member Entities.

c. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

d. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

f. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions

shall be null and void and shall in no way affect the validity of any of the other covenants, agreements, or provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 6.3.14

ATTEST: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

414-319

FACILITY SUBLICENSE AGREEMENT

This FACILITY SUBLICENSE AGREEMENT ("Agreement"), is made effective as of this 16th day of July, 2013 by and between Orange County Board of County Commissioners, whose address is 201 S. Rossland Ave, Orlando, FL 32801, hereinafter referred to as "Agency", and THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA, a political subdivision of the State of Florida, whose address is 190 South Orange Avenue, Orlando, Florida 32801, ("Valencia").

WITNESSETH

WHEREAS, Valencia has entered into a license agreement (the "License Agreement"), attached to and incorporated herein as Exhibit "A," with the School Board of Orange County, Florida, to use a portion of the facilities at Mid-Florida Technical School, located at 2900 W. Oak Ridge Road, Orlando, Florida 32809, more particularly described in Exhibit "B", attached to and incorporated herein (the "Facility") to operate or cause the operation of the Central Florida Fire Institute at Valencia, such Facility formerly used and operated solely by the Central Florida Fire Academy in accordance with a prior interlocal agreement; and

WHEREAS, Agency participates in the Central Florida Fire Consortium (the "Consortium"), which supports the operation of, and maintenance of the Facility used by, the Central Florida Fire Institute at Valencia (the "Institute") in accordance with an interlocal agreement (the "Interlocal Agreement"), using a portion of Mid-Florida Tech's campus to operate a fire training facility, such portion more particularly described in Exhibit "B" attached; and

WHEREAS, Valencia wishes to grant a nonexclusive sublicense to Agency and give permission to Agency to enter onto the Facility and use the Facility for fire training purposes subject to and in accordance with this Agreement, the License, and the Interlocal Agreement, all as amended from time to time.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agency and Valencia hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Grant of Sublicense.**

(a) Subject to the terms and conditions of this Agreement, the License, and the Interlocal Agreement, all as amended from time to time, Valencia grants to Agency and its employees a temporary, nonexclusive and revocable sublicense to use the Facility, and parking spaces located on the Mid Florida Tech property outside of the Facility in numbers

and locations as determined by the Consortium, solely to use the Facility for fire training purposes on days and at times scheduled by the Consortium throughout the Term. This Agreement creates a permissive use only and shall not operate to create or vest any real property rights in Agency.

(b) Agency may not grant sublicenses to third parties to use the Facility for any purpose.

(c) Agency's use of the Facility shall not unreasonably interfere with the School Board of Orange County's operation of Mid-Florida Tech.

3. **Term.** Unless terminated earlier as provided by this Agreement or otherwise as agreed to in writing by the parties hereto, the term of this Agreement shall be for ten (10) years after the Effective Date (the "Term").

4. **Dues, Fees and In-Kind Contributions.** During the Term of this Agreement, Agency shall pay the fees, dues, and/or provide the in-kind contributions to the Consortium in accordance with the Interlocal Agreement.

5. **Maintenance Responsibilities.**

(a) Except for parking spaces provided for Agency's use as part of the sublicense granted pursuant to the License Agreement between Valencia and the School Board, Agency shall, as a member of the Consortium and at no cost to Valencia, support the obligations of the Consortium pursuant to the Interlocal Agreement to maintain, or cause to be maintained the Facility as the Consortium deems appropriate during the Term of this Agreement, including performance of operations, maintenance and repairs to the Facility necessary to eliminate disruption to the School Board of Orange County's operation of Mid-Florida Tech, except that Agency shall remediate a hazardous substance spill, release, or discharge on, in, under or from the Facility attributable solely to Agency's use of the Facility ("Hazardous Material Remediation") in a manner reasonably acceptable to Valencia.

(b) If Agency fails after twenty (20) business days' written notice to proceed with due diligence to perform, or cause to be performed, maintenance or to make repairs required for the specific purposes of Hazardous Material Remediation the same may be made by the Consortium at the expense of Agency and the reasonable expenses thereof incurred by the Consortium shall be paid to the Consortium as additional fees within thirty (30) days after rendition of a bill or statement therefor. Agency hereby grants to the Consortium and/or Valencia the right to enter the Facility at reasonable times to perform such repairs upon not less than two (2) business days (except in cases of emergency) advance notice to Agency. Except in cases of emergency, the Consortium and/or Valencia agree to make reasonable efforts to minimize any interference with Agency's operations caused by such entry and to coordinate such entry in advance with Agency's academic and training schedule.

(c) Agency is authorized to inspect the Facility prior to its use pursuant to this Agreement. Agency is aware, understands and agrees that the Facilities are sublicensed by Valencia to Agency in an "AS IS" condition without warranty or representation, express or implied, and the Agency hereby agreeing, acknowledging and affirming to Valencia that the

Agency has had full opportunity to inspect, and accepts the Facilities in an "AS IS" condition. Agency understands and acknowledges that Valencia hereby expressly disclaims any and all warranties, whether express or implied, with respect to the Facilities, including without limitation, any warranty of habitability, warranty of merchantability, or warranty of fitness for a particular use. It is the Agency's intention to give up, waive, and relinquish all rights to assert any claim, demand, or lawsuit of any kind with respect to the condition of the Facilities, including without limitation the improvements, the real property, or the personal property sublicensed or otherwise provided for Agency's use hereunder. Valencia will not be required to make any repairs or pay any expenses concerning the operation and maintenance of the Facilities.

(d) Should there arise during the term of this Agreement the need for other than ordinary usual repairs, which would result in costs in excess of the Consortium's budgeted expenses, and the Consortium is unable or unwilling to provide for such repairs to restore the Facilities to a safe and usable condition, then either party may cancel this Agreement without further obligation to make such repairs or otherwise reconstruct the Facility. In the event this Agreement is cancelled pursuant to this subsection, neither party shall be required to be responsible for payment of the expenses.

6. **Utilities.** Agency's use of water and sewer, electricity, gas and all other applicable utilities shall be metered and billed by the utilities directly to the Consortium. In the event any of these utility charges, as directly attributable to Agency's use of the Facility, are billed to Valencia, Agency shall be obligated to reimburse the Valencia for these charges as billed to the Valencia. All such reimbursement payments shall be paid no later than thirty (30) days after the Valencia provides Agency written notice of all amounts due and copies of supporting invoices from the utility provider.

7. **Indemnification and Insurance.** The Parties hereby acknowledge that Agency is a governmental entity in the State of Florida. Without waiving its sovereign immunity, and if and to the extent permitted by law, Agency shall be liable for all bodily injury and property damage attributable solely to its negligent acts or omissions, or those of its employees acting within the scope of their employment. Under no circumstances shall Agency be liable to or for the negligent acts of Valencia or any person employed by Valencia or under the direction of Valencia. Neither party shall have tort liability for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.29 of the Florida Statutes. The foregoing shall not constitute an agreement by the Agency to assume any liability for the acts, omissions and/or negligence of any third party. Valencia shall be named as additional insured or a loss payee on all policies of insurance that the Agency carries or is self-insured for with regard to worker's compensation, general liability, errors and omissions, administrative defense and automobiles. Upon request, Agency shall provide either a Certificate of Insurance evidencing such insurance or a Certificate of Self-insurance. Nothing contained in this Agreement shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of a Party to be sued; or (iii) a waiver of sovereign immunity of a Party beyond the waiver provided in law.

8. **Compliance with Laws, Regulations, and Policies.** Valencia and Agency shall, to the extent applicable to each party's respective obligations hereunder, throughout the Term, promptly comply, or cause compliance, with all laws and ordinances and the orders, rules,

regulations and requirements (individually and collectively, the "Legal Requirements") of all federal, state, county and municipal governments and appropriate departments, commissions, boards subdivisions, and officers thereof (individually and collectively, the "Governmental Authorities"), and with requirements of the State Fire Marshal which may be applicable to the Facility, or the use or manner of use thereof.

9. Hazardous Materials.

(a) Agency agrees to refrain, and to prevent its employees and contractors from bringing any Hazardous Materials onto the Facility in violation of any Legal Requirement. Agency hereby covenants and agrees, subject to the provisions of Florida Statutes §768.28 and without waiving any sovereign immunity, to indemnify, defend and hold Valencia harmless, if and only to the extent permitted by law, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any Hazardous Materials in, on or about the Facility at any time resulting from the acts or omissions of Agency, its employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above, if and only to the extent permitted by law, shall specifically cover any investigation, monitoring and remediation costs. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

(b) In the event, during the term of this Agreement, there is a spill, release, or other discharge of any hazardous substance on, in, under, or from the Facility, then, in addition to the provisions of any of the Legal Requirements requiring notice of such spill, release or other discharge, Agency shall immediately notify the Consortium and Valencia of such spill, release, or other discharge. Such notification shall be made by telephone and in writing, and, as soon as possible after such spill, release, or other discharge, Agency shall also provide a written follow-up notice providing Valencia and the Consortium with complete information concerning such spill, release or other discharge.

(c) For the purposes of this License, "hazardous substances or materials" shall mean (i) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; (ii) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, *et. seq.*; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any Environmental Law, (iv) petroleum or petroleum substances; (v) asbestos in any form or condition; (vi) polychlorinated biphenyl (PCBs) or substances or compounds containing PCBs; and (vii) hazardous substances as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

(d) Agency will immediately notify Valencia, and provide copies upon Agency's receipt, of all written complaints, claims, citations, demands, inquiries, reports, or notices alleging a spill, release, or discharge of any hazardous substance on, in, under, or from the Facility by Agency, employee, or independent contractor of the Agency during the term of this Agreement, or any extension thereof. To the extent specifically required by any of the other

provisions of this Agreement, Agency shall promptly resolve any of those actions and proceedings to the satisfaction of Valencia

10. **Notices.** All notices required under this Agreement shall be in writing and shall be given by hand delivery, acknowledged electronic transmission or United States mail, first class postage prepaid, addressed as follows (or to any such other address or office as either party may designate in writing).

Agency:

Copy to:

Valencia: Valencia College
190 South Orange Avenue
Orlando, Florida 32801
Attention: Dr. Sanford C. "Sandy" Shugart, President
Telephone: (407) 582-3400

Copy to:

Valencia College
190 South Orange Avenue
Orlando, Florida 32801
Attention: William J. MULLOWNEY, Esq., Vice President of Policy
and General Counsel
Telephone: (407) 582-3411

11. **Default/Termination.** This Agreement may be terminated by either party and be of no further force and effect, immediately upon the occurrence of any of the following events:

- (a) Failure of Agency to provide to the Consortium in a timely manner dues, fees, or required in-kind contributions as provided in the Interlocal Agreement, or
- (b) Upon no less than one hundred eighty (180) days written notice stating the party's intent not to participate in or otherwise to terminate the Agreement for any reason whatsoever, or
- (c) Immediately upon written notice of termination for the reasons provided in Section 5. (d) relating to other than ordinary and usual repairs for which the Consortium is unable or unwilling to provide, or
- (c) Failure of any party to observe, perform or comply with any of the material terms, covenants or conditions of this Agreement, or
- (d) Failure of the State of Florida to appropriate the funds necessary to operate the Facility or Institute, or
- (e) The Interlocal Agreement is terminated, Agency ceases to participate in the Interlocal Agreement, the Facility is rendered substantially inoperable by any

cause or for any reason, or Valencia's License Agreement with the School Board of Orange County is terminated.

To the extent permitted by Federal and State Law, neither party shall be liable, whether contractually or in tort, for any consequential, special or indirect damages arising out of or in connection with this Agreement.

12. Miscellaneous Provisions.

(a) No Other Parties. This Agreement is solely for the benefit of the parties executing this Agreement and no rights are intended, nor shall any rights accrue, to any third party. Valencia shall not have the right to assign this Agreement, but may grant written, nonexclusive sublicenses to third parties to use the Facility as described herein, but only upon written consent of the Consortium.

(b) Assignments and Sublicenses. Valencia will issue nonexclusive sublicenses to all agency members of the Consortium, containing the same substantive terms and conditions as set forth herein. Valencia will not further assign the License or grant any other sublicenses or right to use the Facility by any third party, unless consented to in writing by the Consortium. Each member of the Consortium may use the Facility at such times and in the manner directed by the Consortium.

(c) Binding on Successors. This Agreement shall run with the land and be binding on the parties, their successors and assigns and upon all entities operating for or on behalf of the parties to this Agreement.

(d) Governing Law. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida, with venue in Orange County, Florida.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all previous discussions, understandings and agreements with respect to those matters.

(f) Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

(g) Time of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

(h) Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and, when taken together, shall constitute one and the same agreement.

(i) Enforcement and Attorney's Fees. Any litigation arising out of this Agreement shall take place in the Circuit Court for Orange County, Florida and the prevailing party will be

entitled to recover its reasonable attorney's fees and costs at trial and any and all appeals from the non-prevailing party.

(j) Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, Agency and Valencia have caused this Agreement to be executed on the respective dates set forth below.

Orange County Board of County Commissioners

a body corporate existing under the Constitution and laws of the State of Florida.

Johnny M. Richardson, CPPO, CFCM
By: Manager, Purchasing and Contracts Div.
Name, Title

ATTEST:

~~By: _____
Name, Title~~

~~Approved as form and legality by the Office of the General Counsel for the exclusive use of Agency this _____ day of _____, 2013.~~

~~By: _____
Name, Title~~

Reviewed and Approved by Agency, Title this 16th day of July, 2014.

~~By: _____
Name, Title~~

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 16 day of July, 2014 before me, personally appeared Name, Title, and Name, Title, of Agency, a public corporate body organized and existing under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of said body corporate is duly affixed thereto, and the said conveyance is the act and deed of said body corporate.

Witness my hand and official seal this 16th day of July, 2014.

(Notary Seal)

Patrice H. Hobbs
Notary Signature
Print: PATRICE H. HOBBS



"VALENCIA"

**THE DISTRICT BOARD OF TRUSTEES
OF VALENCIA COLLEGE, FLORIDA**

By: _____
Printed Name: _____

By: _____
Printed Name: _____

By: _____
Printed Name: _____

Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as _____ of Valencia Community College, who produced _____ as identification or is personally known to me and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

MID-FLORIDA TECHNICAL SCHOOL FACILITIES

Mid-Florida Tech and Eric Olson Bus Compound

Lots 36 and 45 and the West 2/3 of Lots 35 and 46, The McKoy Land Company Subdivision of Section 21, Township 23 South, Range 29 East, according to the plat thereof as recorded in Plat Book F, Page 48, Public Records of Orange County, Florida;

AND

The Northwest ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

The West 2/3 of the Northeast ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

Block .A. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida as vacated by Resolution recorded in Book 3810, Page 3501;

AND

Block .B. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida.

Together With vacated road vacated by Certificate recorded September 19, 1958 in Book 428, Page 30, if any, lying within the Southwest ¼ of Section 21, Township, 23 South, Range 29 East, Orange County, Florida and east of John Young Parkway right-of-way;

And Together With vacated road vacated by Certificate recorded April 19, 1963 in Book 1189, Page 492 as is contained within the above-described property;

And Together With vacated road vacated by Certificate recorded July 7, 1967 in Book 1647, Page 571 and corrective Certificate recorded August 8, 1967 in Book 1655, Page 1002, if any, lying east of John Young Parkway right-of-way and west of the above-described property.

Less and Except rights-of-way on north and west in Deed Book 554, Page 410, Book 234, Page 448, Book 1256, Page 26, and Book 4262, Page 1155

All lying west of the right-of-way of Chancellor Drive as established in Right-of-Way Deed recorded in Book 2639, Page 495.

EXHIBIT "B"

**PORTION OF MID-FLORIDA TECH FACILITIES OCCUPIED BY CENTRAL FLORIDA
FIRE CONSORTIUM TO OPERATE A FIRE CONSORTIUM TRAINING FACILITY**

The area identified as being located within the fenced in area at the property known as Mid-Florida Tech which area shall include the following facilities and their approximate square footage:

- TOWER – 3,295 SQUARE FEET
- APPARATUS BAY - 4,500 SQUARE FEET
- BURN BUILDING – 3,186 SQUARE FEET
- FOUR (4) PORTABLES (2 CLASSROOM AND 2 EQUIPMENT) – 5,280 SQUARE FEET

In addition, there shall be sufficient sections of parking identified by mutual agreement of the parties to provide parking for the benefit and use of Valencia and the Consortium which shall not impact the School Board's use and operations of Mid-Florida Tech. To the extent feasible, sufficient signage shall be provided to identify the areas of parking designated for Valencia's/Consortium's use.