

VEHICLE TRANSFER AGREEMENT

This VEHICLE TRANSFER AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2018, (“Effective Date”), at Venice, Florida, by and between the CITY OF VENICE, FLORIDA, hereinafter referred to as the "City," and the SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as the "School Board."

WHEREAS, the School Board has requested the donation of used police vehicles from the City to support the School Board’s newly formed Sarasota School Police Department; and

WHEREAS, the City has identified two (2) City-owned used police cars, 2011 Ford Crown Victorias - VIN# 2FABP7BV7BX143415 and VIN# 2FABP7BV4BX16869, hereinafter referred to as the “Vehicles,” that no longer serve a purpose or public benefit to the City or the Venice Police Department (“VPD”) and that were otherwise to be sold at public auction; and

WHEREAS, the estimated projected total auction value of the Vehicles is approximately \$3,000.00; and

WHEREAS, the VPD enjoys a working relationship with the School Board, in that VPD officers are assigned to two schools within the City limits as School Resource Officers and the School Board contributes funds to the City to subsidize the presence of the School Resource Offices in these schools; and

WHEREAS, the School Board has further created an office site for the VPD on the grounds of Venice High School as a further benefit and enhancement to the VPD presence on the school grounds; and

WHEREAS, the collective financial and operational support by the School Board for the VPD is substantial and provides a substantial benefit to the students of the schools within the City limits and to the City;

THEREFORE, in consideration of the aforementioned benefits, the City has determined it is in the City's best interests at this time to transfer the Vehicles to the School Board for use by the Sarasota School Police Department rather than to send the Vehicles to public auction and the parties hereby agree as follows:

1. TRANSFER OF VEHICLES

Within fifteen (15) days of the Effective Date, the City shall transfer ownership of the Vehicles, as described herein, to the School Board in exchange for the sum of zero dollars (\$0.00). The City shall retain a lien on each Vehicle, which will be reflected on the title; therefore, the City will retain possession of the respective title documents until said liens are released by the City as provided herein. The School Board hereby acknowledges that it has been given the opportunity to inspect the Vehicles or to have the Vehicles inspected and is accepting the Vehicles from the City in their existing conditions. The City disclaims all warranties either expressed or implied related to the Vehicles, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, the City disclaims any warranty as to the condition of the Vehicles. The School Board does not assume, or authorize any person to assume on behalf of the School Board, any liability in connection with the sale of the Vehicles.

2. USE OF VEHICLES

Throughout the term of this Agreement, the School Board shall use the Vehicles for the sole purpose of supporting the Sarasota School Police Department.

3. TRANSFER OF FUNDS FOLLOWING SALE OF VEHICLES

As a condition of the School Board accepting the transfer of the Vehicles from the City, if, at some future date, the School Board elects to dispose of either or both of the Vehicles through public auction or other type of sale, then the City shall receive any and all net proceeds generated from the sale of the Vehicles and, upon receipt of same, shall promptly release the respective liens on the Vehicles. In the event the School Board disposes of either or both of the Vehicles without any funds being generated through auction or other type of sale, the School Board shall notify the City of such within fifteen (15) days of the date it disposes of the Vehicle(s) and upon receipt of any such notice, the City shall promptly release the respective liens on the Vehicles.

4. TERM

The term of this Agreement shall be from the Effective Date to such date as the City releases the respective liens on both Vehicles. Throughout the term of this Agreement, the City and School Board agree to work cooperatively to execute all necessary documentation to fulfill the intent of the parties with respect to this Agreement.

5. ASSIGNMENT

School Board shall not assign this Agreement, or any interest in this Agreement without the written consent of the City.

6. NOTICES

All notices, demands, or other writings given pursuant to the provisions of this Agreement shall be made in writing and delivered personally to the person to whom the notice is given or deposited in the United States mail, postage prepaid, and addressed to such person as follows:

TO CITY: City Manager, City of Venice, 401 West Venice Avenue, Venice, Florida
34285

TO SCHOOL BOARD: Superintendent of Sarasota County Schools, 1960
Landings Boulevard, Sarasota, FL 34231

The address or designated person to which any notice, demand, or other writing may be given to any party mentioned above may be changed by written notice given by the party mentioned above.

7. REPAIRS AND MAINTENANCE OF VEHICLES

School Board shall, throughout the term of this Agreement, at its own cost, and without any expense to the City, be responsible for all repairs and maintenance for the Vehicles.

8. INDEMNIFICATION

To the express limits of Section 768.28, Florida Statutes, the School Board shall indemnify, defend, and hold harmless the City against any and all claims, liabilities, losses, and damages whatsoever arising from the use of the Vehicles resulting in injury to persons or property occasioned wholly or in part by any negligent act or omission of the School Board. Notwithstanding any term of this Agreement to the contrary, no term of this Agreement shall be construed as a waiver of the School Board's rights of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

To the express limits of Section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless the School Board against any and all claims, liabilities, losses, and damages whatsoever arising from the use of the Vehicles resulting in injury to persons or property occasioned wholly or in part by any negligent act or omission of the City. Notwithstanding any term of this Agreement to the contrary, no term of this Agreement

shall be construed as a waiver of the City's rights of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. INSURANCE

Upon transfer of the ownership of the Vehicles from the City to the School Board, the School Board shall be responsible for procuring and maintaining all necessary insurance associated with the School Board's ownership of the Vehicles during the term of this Agreement.

10. APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Sarasota County, Florida. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the 12th Judicial Circuit Court in and for Sarasota County.

11. INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Agreement shall have no effect upon the validity of any other part of portion this Agreement.

12. SECTION CAPTIONS

The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties and it may be modified only by an agreement in writing signed by both the City and the School Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

CITY OF VENICE, FLORIDA

By:

John W. Holic, Mayor

ATTEST:

Lori Stelzer, City Clerk

Approved as to Form and Correctness

Kelly M. Fernandez, City Attorney

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: -----

Bridget Ziegler, Chair

ATTEST

By:

Approved as to Form and Correctness

Arthur S. Hardy, School Board Attorney

