



Interoffice Memorandum


APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS


BCC Mtg. Date: August 23, 2016

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** August 8, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Robin Giove, Lease Program Manager   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF ORLANDO UNITED ASSISTANCE CENTER LICENSE AGREEMENT BETWEEN ORANGE COUNTY AND HEART OF FLORIDA UNITED WAY, INC., AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO RENEW, IF NEEDED

**PROJECT:** Orlando United Assistance Center  
File #8002  
507 East Michigan Street  
Orlando, Florida  
  
District 3

**PURPOSE:** To provide office space for the Orlando United Assistance Center.

**ITEM:** Orlando United Assistance Center License Agreement  
Revenue: None  
Size: 4,000 square feet  
Term: 1 year  
Options: 1-year renewals

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Facilities Management Division  
Family Services Division  
Risk Management Division

**REMARKS:** Orange County ("County") granted the City of Orlando ("City") temporary use of the property, located at 507 East Michigan Street, through the execution of a Memorandum of Understanding ("MOU"), dated June 22, 2016, to allow the City immediate occupancy of the property for operation of an expanded Family Assistance Center, referred to as the Orlando United Assistance Center ("OUAC"). The City is in the process of contracting with Heart of Florida United Way, Inc. ("United Way") to handle all the daily functional activities of the OUAC. This includes the oversight of the building and its staff and arranging and executing subcontracts with various service providers to ensure the needs of the clients are met. Given United Way's primary role in administering and managing the OUAC, the County and United Way desire to enter into this License Agreement to set forth their mutual understanding of the terms and conditions applicable to United Way's use of the property. The County is granting United Way a non-exclusive license to enter upon and use the property for the sole purpose of operating the OUAC for those individuals and families affected by the Pulse Mass Shooting, and for no other use or purpose without the County's prior written consent, which may be withheld at the County's sole discretion. Upon execution of this License Agreement, the MOU with the City shall immediately terminate. The County will be responsible for all interior and exterior maintenance, repairs, janitorial service, pest control and utilities. United Way will provide insurance and indemnification.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

AUG 23 2016

**ORLANDO UNITED ASSISTANCE CENTER  
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of the date fully executed below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“COUNTY”), and HEART OF FLORIDA UNITED WAY, INC., a Florida non-profit corporation (“UNITED WAY”), hereinafter collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the COUNTY owns a professional office building located at 507 East Michigan Street, Orlando, Florida 32806 containing approximately 4,000 square feet of office space, depicted in **Exhibit “A,”** attached hereto and incorporated herein by this reference (“Property”); and

**WHEREAS**, the City of Orlando (“City”) was operating an emergency Family Assistance Center in the Camping World Stadium for individuals and families impacted by the June 12, 2016 mass shooting incident at Pulse nightclub in Orlando (“Mass Shooting”), and was in need of temporary office space to continue to provide said assistance; and

**WHEREAS**, the Property was identified as a suitable location for the City to relocate the Family Assistance Center; and

**WHEREAS**, the COUNTY granted the City temporary use of the Property through the execution of a Memorandum of Understanding (“MOU”), dated June 22, 2016, to allow the City immediate occupancy of the Property for operation of an expanded Family Assistance Center, referred to as the “Orlando United Assistance Center;” and

**WHEREAS**, the MOU provided that the COUNTY and the City would execute a legal binding agreement for the use of the Property within sixty (60) days from the date of the MOU; and

**WHEREAS**, the City is now in the process of contracting with the UNITED WAY to handle all the daily functional activities of the Orlando United Assistance Center (“OUAC”), including the oversight of the building and its staff, and arranging and executing subcontracts with various service providers to ensure the needs of the clients are met; and

**WHEREAS**, given the UNITED WAY's primary role in administering and managing the OUAC at the Property, the COUNTY and the UNITED WAY desire to enter into this Agreement to set forth their mutual understanding of the terms and conditions applicable to the UNITED WAY's use of the COUNTY's Property as set forth herein; and

**WHEREAS**, upon execution of this Agreement by the COUNTY and the UNITED WAY, the MOU shall immediately terminate.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants herein contained, the Parties hereby mutually agree as follows:

1. **GRANT OF LICENSE**: The COUNTY hereby grants to the UNITED WAY a non-exclusive license to enter upon and use the Property for the sole purpose of operating the Orlando United Assistance Center ("OUAC") for those individuals and families affected by the Mass Shooting, and for no other use or purpose without the COUNTY's prior written consent, which may be withheld at the COUNTY's sole discretion.
2. **TERM**: This Agreement shall be for a term of one (1) year and may renew for additional one (1) year terms upon mutual written agreement of the Parties, unless terminated as provided herein. The Manager of the COUNTY's Real Estate Management Division shall be authorized to approve said renewal.
3. **TERMINATION**: Either party, with or without cause, shall have the right to terminate this Agreement with thirty (30) days prior written notice to the other, and the UNITED WAY agrees to vacate the Property within thirty (30) days of such notice.
4. **UNITED WAY'S OBLIGATIONS**: At all times during this Agreement the UNITED WAY shall be obligated to provide the following services:
  - A. Provide staffing for day to day operations of the OUAC.
  - B. Provide resources, counseling, case management, and referral services.
  - C. Maintain standard operation hours of Monday through Friday from 8:00AM to 5:00 PM.
  - D. Comply with all local, state, and federal regulations in operating the OUAC.
  - E. Document and provide the COUNTY a written quarterly report on the activities and/or services provided by the OUAC for families and individuals impacted by the Mass Shooting.

F. Security personnel to reasonably protect and prevent damage, injury or loss to staff, employees, volunteers and consumers; property, materials, and equipment; and any other property at or surrounding the Property, including the grounds, pavement and sidewalks.

5. MAINTENANCE, REPAIRS AND SERVICES: The COUNTY will be responsible for maintenance and repair of structural building components to include roof, windows, exterior walls, bearing and non-bearing interior walls, plumbing, electrical, HVAC, flooring and common area maintenance. The COUNTY will be responsible for providing the following services; janitorial service, interior and exterior pest control; basic mowing service and trimming of existing landscaping.

6. UTILITIES: The COUNTY agrees to promptly pay charges for all utilities supplied to the Property including water, sewer, trash collection, electricity, and internet, whether determined by meter or otherwise. The COUNTY shall not be liable in any manner for damages to the UNITED WAY's business and/or inventory, or for any other claim by the UNITED WAY, resulting from any interruption in utility services.

7. INSURANCE: The UNITED WAY shall procure and maintain, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY's review or acceptance of insurance maintained by the UNITED WAY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the UNITED WAY under this Agreement. The UNITED WAY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains insurance until the completion of their respective services. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

A. Commercial General Liability – The UNITED WAY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence for bodily injury or property damage, including damage to leased/rented premises and personal and advertising injury, and shall cover occurrences in or on any part of the Property and appurtenant lands. The UNITED

WAY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

B. Workers' Compensation – The UNITED WAY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY.

C. Business Automobile Liability – The UNITED WAY shall maintain coverage for all owned, non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the UNITED WAY does not own automobiles, the UNITED WAY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

D. Professional Liability – The UNITED WAY shall maintain coverage for all professional services rendered at the Property with limits of not less than \$1,000,000 (one million dollars) per occurrence or incident. For policies written on a "Claims-Made" basis the UNITED WAY agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the UNITED WAY agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the UNITED WAY of the obligation to provide replacement coverage.

By entering into this Agreement, the UNITED WAY agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of the COUNTY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the UNITED WAY to enter into a pre-loss agreement to waive subrogation without an endorsement, then the UNITED WAY agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

The UNITED WAY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.

Prior to commencement of this Agreement, the UNITED WAY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the UNITED WAY shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy as required above. The certificates shall clearly indicate that the UNITED WAY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. The UNITED WAY shall notify the COUNTY within thirty (30) days of any material change in or cancellation/non-renewal of insurance coverage. The UNITED WAY shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY five (5) business days prior to the effective date of the replacement policy(ies). It shall be the responsibility of the UNITED WAY to ensure that coverage is bound and maintained for itself and its contractors for the term of this Agreement.

The certificate holder shall read: Orange County Board of County Commissioners  
c/o Real Estate Management Division

8. LIABILITY OF COUNTY: The COUNTY shall not be liable to the UNITED WAY or any other persons for any injury, loss, or damage to property or to any person on the Property.

9. ASSIGNMENT AND SUBLETTING: The UNITED WAY agrees not to assign or in any manner transfer this Agreement or any estate or interest therein without the previous written consent of the COUNTY.

10. ALTERATIONS, MECHANIC'S LIENS: The UNITED WAY will not make any alterations, improvements or additions in or to the Property, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems and equipment, without the prior written consent of the COUNTY. Said consent shall be at the COUNTY's sole discretion and the COUNTY reserves

the right to reasonably require the UNITED WAY to obtain additional insurance coverage as a result of any alterations, improvements or additions in or to the Property undertaken by the UNITED WAY. The UNITED WAY shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Property undertaken by the UNITED WAY. All such additions, improvements or fixtures, except movable office furniture and technology/telecommunication equipment, shall become the property of the COUNTY and remain upon the Property and be surrendered at the end of the Agreement.

Any mechanics liens against the Property due to the UNITED WAY's use of the Property arising out of work performed by or for the UNITED WAY are hereby expressly prohibited and in the event of the filing of any Claim of Lien, the UNITED WAY shall promptly satisfy same or transfer it to a bond; and the UNITED WAY shall in any event protect the COUNTY'S interest in underlying real estate and shall hold the COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS: The UNITED WAY shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of the COUNTY in the Property herein, on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics, and laborers and other persons contracting with the UNITED WAY with respect to the Property or any part thereof, are hereby charged with notice that they must look to the UNITED WAY to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Agreement.

12. POSSESSION: The UNITED WAY shall be granted possession and use of the Property upon the commencement of this Agreement and all terms and conditions set forth herein shall immediately commence upon the signing of this Agreement by the Parties.

13. INDEMNIFICATION & LIABILITY: To the fullest extent permitted by law, the UNITED WAY shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the UNITED WAY or its sub-Vendors/sub-Contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.



14. CONDEMNATION: If the whole or any part of the Property hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease on the part so taken from the day the possession of that part shall be required for any public purpose and if such portion of the Property is so taken as to destroy the usefulness of the Property for the purpose set forth herein then from that day the UNITED WAY shall have the right to either terminate the Agreement and declare the same null and void, or to continue in the possession of the remainder of the same under the terms provided herein, subject to the COUNTY's approval. If the UNITED WAY fails to exercise its right to cancel, the UNITED WAY shall, at its own cost and expense, make the repairs necessary to said partial taking.

The Parties agree the UNITED WAY shall receive notice of the commencement of condemnation proceedings within ten (10) days of the COUNTY's notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by the COUNTY.

15. DESTRUCTION OF PROPERTY: If the Property shall, without fault of the UNITED WAY, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, the COUNTY, at their sole discretion may elect to rebuild or repair. If the COUNTY so elects not to rebuild or repair, this Agreement shall terminate effective the date of said destruction.

16. DEFAULT; SURRENDER: If the UNITED WAY should fail to keep and/or perform any of the terms, covenants, conditions or provisions in this Agreement the COUNTY, upon becoming aware of the occurrence of a default, shall notify the UNITED WAY of the default and its demand to cure the default. The UNITED WAY shall have fifteen (15) days from the date of notice of default to cure said default, or to commence a cure of such default, which once commenced the UNITED WAY agrees and shall pursue continuously until the default is finally cured.

It may be lawful for the COUNTY to declare said term ended and to re-enter upon the Property and to retake possession of the Property by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The UNITED WAY covenants and agrees that upon termination of the said term, at such election of the COUNTY, or in any other way, the UNITED WAY will surrender and deliver the Property peaceably to the COUNTY,

their agents and attorneys, immediately upon the termination of the said term, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof.

17. SIGNS: The UNITED WAY shall not install permanent or semi-permanent signs, and advertising, on the Property without COUNTY's prior written approval.

18. WAIVER: One or more waivers of any covenant or condition by the COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by COUNTY to, or of any act by the UNITED WAY requiring the COUNTY'S consent or approval, shall not be construed as a consent or approval to or of any subsequent similar act by the UNITED WAY.

19. OBSERVANCE OF LAWS: The UNITED WAY agrees to observe and comply with all local, State and Federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

20. ACCESS TO PROPERTY: The COUNTY shall have the right to enter upon the Property at all reasonable hours for the purpose of maintenance, inspections or conducting tests upon the Property. Such events shall not unduly interfere with the UNITED WAY's, except as is naturally necessitated by the nature of the work.

21. RELATIONSHIP OF PARTIES Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent between the Parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This Agreement shall be governed by the laws of the State of Florida. Any changes in applicable laws which govern this Agreement will necessitate a change in terms and conditions which may be affected thereby, at the time such changes may arise.

22. NOTICES: All notices, correspondence, and insurance certificates shall be forwarded to the COUNTY at the following address:

Manager  
Orange County Real Estate Management Division  
P.O. Box 1393  
Orlando, FL 32802

With a copy to:  
Orange County Attorney  
P.O. Box 1393  
Orlando, FL 32802

until the UNITED WAY is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until the UNITED WAY is notified otherwise in writing. All notices given to the UNITED WAY hereunder shall be forwarded to the following address:

Heart of Florida United Way, Inc.  
Attn: Director, Office of the President  
1940 Traylor Blvd.  
Orlando, FL 32804

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

23. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon the UNITED WAY performing all of the covenants and conditions aforesaid on the UNITED WAY's part to be observed and performed, the UNITED WAY shall and may peaceably and quietly have, hold and enjoy the Property hereby for the term aforesaid.

24. SUCCESSORS AND ASSIGNS: The covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the UNITED WAY to assign or sublet its interest under this Agreement is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

25. COUNTY RESERVATION FOR DISASTER RELIEF: Notwithstanding other provisions of this Agreement, the COUNTY expressly reserves the right to utilize the Property for disaster preparedness and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of the COUNTY, but will not preclude the UNITED WAY's continued use of the Property to the extent it does not interfere with the COUNTY's disaster-related activities or any other provisions of this Agreement.

26. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

27. HAZARDOUS SUBSTANCES: The UNITED WAY shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. The UNITED WAY shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

The UNITED WAY shall promptly give the COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the UNITED WAY has actual knowledge. If the UNITED WAY learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, the UNITED WAY shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

28. ENTIRE AGREEMENT: This Agreement and the attached exhibits constitute the entire Agreement between the Parties with respect to the subject matter hereof. No prior written, contemporaneous or subsequent oral promises or representations shall be binding. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the Parties hereto, in the same manner as executed herein.

29. SOVEREIGN IMMUNITY: Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as a waiver or attempt at a waiver of the COUNTY'S sovereign immunity pursuant to section 768.28, Florida Statutes, or other limitations imposed on the COUNTY'S potential liability under state or federal law.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties have hereunto set their own hand and seals as of the dates set forth below their respective signatures.



**COUNTY:**  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor  
Date: 8-23-16

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

By: *Noelia Perez*  
for Deputy Clerk  
Noelia Perez  
Printed Name

ATTEST/WITNESS:

By: *Ashley Blaswitz*  
Print Name: Ashley Blaswitz  
By: *Stephanie Husted*  
Print Name: Stephanie Husted

**UNITED WAY:**  
HEART OF FLORIDA UNITED WAY,  
INC.  
By: *Robert H. Brown*  
Print Name: Robert H. Brown  
Title: President/CEO  
Date: 8-1-16

**EXHIBIT "A"**  
**PROPERTY**

