



Legislation Text

File #: 26-0509, **Version:** 1

Interoffice Memorandum

DATE: April 13, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Terry Devitt, Deputy Director, OCCC

FROM: Mark Tester, Executive Director, OCCC

CONTACT: Terry Devitt

PHONE: 407-685-9867

DIVISION: Facility Operations Division

ACTION REQUESTED:

Approval and execution of License Agreement For Lay Down Area at Orange County Convention Center by and between Turner Construction Company and Orange County for Orangewood Lot property use by Turner Construction Company for purposes related to Contract Y24-809, Orange County Convention Center Phase 5A Improvements. (Facility Operations Division)

PROJECT: N/A

PURPOSE: The purpose of this memo is to request approval of a License Agreement for Turner Construction Company to utilize Orange County owned vacant property as a lay down area for the Orange County Convention Center Phase 5A Improvements project under Contract Y24-809. The License Agreement is attached for reference. The county owned property was purchased with Tourist Development Tax funds and is referenced as Exhibit A in the attached document. It is located between State Road 528 and Aquatica, approximately 1.2 miles from the project site. The project site is along the west side of the Orange County Convention Center North-South Building. The scope of the project is to provide over 650,000 square feet of building space for the North-South Building to include a 100,000 square foot ballroom, meeting rooms, conditioned concourse, and additional support infrastructure to service clients and conventions. The construction is scheduled in coordination around active convention activity. The term of this Agreement is two years upon execution unless sooner terminated or extended based on the provisions within the Agreement.

BUDGET: N/A

Project: Phase 5A Orange County Convention Center

LICENSE AGREEMENT
For Lay Down Area at Orange County Convention Center

THIS LICENSE AGREEMENT ("Agreement") is made by and between TURNER CONSTRUCTION COMPANY, a Florida corporation ("Turner"), having an address at 135 W. Central Boulevard, Suite 950, Orlando, Florida 32801 and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), having an address of 201 South Rosalind Avenue, Orlando, Florida 32802.

RECITALS

WHEREAS, Turner was awarded a contract pursuant to Invitation for Request for Proposals Y24-809 ("Contract") for Orange County Convention Center Phase 5A Improvements ("the Project"); and

WHEREAS, the County owns vacant property near the location of the Project, more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("County Property"); and

WHEREAS, Turner desires to use the County Property as a lay down area in connection with Turner's construction of the Project; and

WHEREAS, the parties hereto desire to work together for their mutual benefit, as contemplated in the Contract.

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NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. *Creation of License.* The County hereby grants to Turner the right to enter upon and use the County Property during the term of this Agreement, as may be extended. Turner's use of the County Property shall be for the limited purpose of storing construction-related equipment, materials and supplies and other related activities in support of Turner's construction of the Project, subject to the terms and conditions herein. No storage of materials other than those specified herein and no structures shall be permitted on the County Property. Turner shall ensure that its employees, agents, contractors, subcontractors, vendors and suppliers comply with all the terms and provisions of this Agreement. Use of the County Property for any other purpose by Turner shall be cause for termination of this Agreement pursuant to Paragraph 8, herein. This Agreement does not create an ownership or possessory interest in Turner.

2. *Term.* The term of this Agreement shall commence upon full execution by both parties hereto and shall terminate two (2) years thereafter, unless sooner terminated pursuant to the provisions contained herein. The term of this Agreement may be extended through written request by Turner to the County Administrator with copies to the Real Estate Management Division and the Orange County Convention Center, and upon written approval by the County Administrator no less than thirty (30) days prior to the initial termination date.

3. *Site Preparation and Maintenance.* Turner shall bear all costs of site preparation necessary for its use of the County Property. All such site preparation shall conform in all respects to all applicable statutes, ordinances, codes, and governmental rules and regulations including, but not limited to, environmental regulations. Turner shall be fully and solely responsible for

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maintaining the County Property during the term of this Agreement in clean and safe condition (e.g. no trash and debris on premises, grass mowed). Trees may not be removed from County Property without the advanced written consent of the County.

4. *Access.* Turner shall access the County Property only by way of locked gate off of International Drive.
5. *Safety and Security Precautions.* During the term of this Agreement,
 - a. Turner shall take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all activities relating to the safety and security of all persons and property affected by or involved in Turner's use of the County Property under this Agreement.
 - b. Turner shall take all reasonable precautions for the safety and security of, and will provide all reasonable protection to prevent damage, injury or loss to:
 - 1) all persons who may be affected by Turner's use of the County Property, including Turner's employees;
 - 2) all materials and equipment located on the County Property; and
 - 3) the County Property.
 - c. Turner shall comply with all applicable safety and security laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety and security of persons or property or their protection, damage, injury or loss affected by Turner's use of the County Property under this Agreement.

d. Turner shall act with reasonable care and discretion to prevent any threatened damage, injury or loss in any emergency affecting the safety and security of persons or property affected by Turner's use of the County Property under this Agreement.

6. *Insurance.* This project is being covered by an owner-controlled insurance program. The OCIP shall be primary on any claims associated with the use of the laydown area by Turner or any enrolled subcontractors. Any claims arising out of Turner (including its employees, agents, contractors, subcontractors, vendors and suppliers) negligent act or omission not associated with the OCIP shall be the responsibility of Turner.

7. *Indemnification.* Turner shall indemnify, defend, and hold harmless the County from and against any and all third-party liabilities, claims, losses, costs, damages, fees, fines, suits or expenses of any kind and nature (including without limitation, attorneys' fees), for injury or death to persons or damage to property or property rights arising out of Turner's use of the County Property, or the use of the County Property by Turner's employees, agents, contractors, subcontractors, vendors and suppliers, but only to the extent arising out of or resulting from the negligent acts or omissions of Turner.

Turner assumes all risk of damage to property owned by Turner, its employees, agents, contractors, subcontractors, vendors and suppliers that may occur while on or about the Property.

The indemnification provisions contained herein shall survive the termination of this Agreement.

8. *Breach of Agreement.* The failure of Turner to comply with any covenant or condition of this Agreement shall constitute a breach of this Agreement. If Turner is in breach of this Agreement in any manner, the County shall give Turner 30 days written notice and an opportunity to cure the breach before terminating the Agreement.

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9. *Waiver of Breach.* Waiver of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenant(s) or condition(s).

10. *Termination.*

a. This Agreement may be terminated at any time by mutual written consent of the parties.

b. The County may terminate this Agreement upon the breach of this Agreement by Turner pursuant to the terms of Paragraph 8 herein.

11. *Restoration.*

a. Turner shall restore the County Property to the condition it was prior to Turner's use. The entire County Property shall be graded and level at the time it is returned to the County.

b. If Turner fails to restore the County Property as provided in subparagraph a. above, the County may restore the County Property to such condition, and Turner shall reimburse the County for all expenses thereby incurred for such restoration.

12. *Compliance with Applicable Laws.* Turner shall observe and comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the County Property.

13. *Amendments to Agreement.* The conditions and covenants of this Agreement shall not be amended or modified other than in writing signed by the parties hereto.

16. *Validity.* The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

17. *Hazardous Waste and Materials.* Turner, its employees, agents, contractors, subcontractors, vendors and suppliers shall not negligently discharge any hazardous or toxic materials or waste on the County Property. The storage and containment of any hazardous or flammable materials shall be in accordance with all OSHA requirements and in compliance with all state and local laws, regulations and ordinances.. Turner shall be responsible for any necessary clean-up, monitoring, testing or other remedial action connected to any such improper storage or discharge.

Turner shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, release or threatened release of any hazardous substances by,

through, or at the direction of Turner, its employees, officers, agents, contractors, subcontractors, invitees or assignees including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the County Property, or any portion thereof, or elsewhere in connection with the transportation of hazardous substances to or from the County Property; provided that Turner's obligations herein excludes claims arising out of or resulting from hazardous materials that exist at the County Property as of the date of this Agreement and were not negligently introduced into the property or exacerbated by Turner or anyone for whom it is responsible; provided, further, such claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself).

18. *Assignment.* Neither party may assign its rights hereunder, or as hereinafter granted pursuant to the provisions hereof, in whole or in part, without the prior written consent of the other party.

19. *Notwithstanding anything to the contrary contained herein, nothing herein shall serve to modify the Contract between the County and Turner for the Project.*

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day(s) and year below written.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings

for **By: Jerry L. Demings**

Orange County Mayor

Date: May 6, 2026

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

Jennifer Lara-Klimetz

By: Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

Date: May 6, 2026

WITNESSES:

[Signature]

Print Name: Sheldon Williams

Sheldon Williams
Print Name:

STATE OF Florida

COUNTY OF Orange

TURNER CONSTRUCTION COMPANY, a Florida corporation

By: [Signature]

Print Name: Jeff Justen

Title: VP, General Manager

Date: 3/25/26

BEFORE ME, a Notary Public in and for said County and State on the date below, personally appeared Jeff Justen, as the ----- of Turner Construction Company, a Florida corporation, and that he/she acknowledged executing the foregoing instrument on behalf of said corporation. Said person (X) is personally known to me or () produced a driver's license issued by Florida, a State of the United States which is either current or has been issued within the past five (S) years and bears a serial or other identification number.

IN WITNESS WHEREOF, I have affixed my notarial seal this 25th day of March 2025.

[Signature]
Signature of Notary Public

Myesha Boyd
Printed Name of Notary Public

August 27, 2029
My Commission expires: [NOTARY SEAL]



MYESHA BOYD
Notary Public
State of Florida
Comm# HH715152
Expires 8/27/2029

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