



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** July 9, 2020

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Alex Feinman, Assistant Manager *AF by*  
Real Estate Management Division *PS*

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** Approval and execution of First Amendment to License Agreement by and between Orlando Health Central, Inc. and Orange County, Florida

**PROJECT:** Fire Rescue UCAPIT Machine  
17000 Porter Road, Winter Garden, Florida 34787  
Lease File #10090  
  
District 1

**PURPOSE:** To add an arms-length, fair market monthly fee into an existing License Agreement.

**ITEM:** First Amendment to License Agreement  
Cost: \$100 per month  
Size: 131 square feet  
Term: Until June 2, 2021  
Options: Automatic 1-year renewals until terminated

**BUDGET:** Account No.: 1009-034-0672-3620

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Fire Rescue Department

**REMARKS:**

County currently leases and operates a temporary fire station (Fire Station 44) at Orlando Health's Horizon West Campus at 17000 Porter Road, Winter Garden (Site) pursuant to the Ground Lease approved by the Board on October 30, 2018.

In order to better serve Fire Station 44, and pursuant to the License Agreement approved by the Board on June 2, 2020, (License) County also utilizes a small area in the medical pavilion on the Site for a UCAPIT machine, which dispenses medications to more quickly restock Fire Rescue Department vehicles.

This First Amendment to License Agreement provides for County to pay a fair market monthly fee for the space used by County pursuant to the License, so as not violate (or be perceived to be violating) any federal statute.

All other terms and conditions of the License shall remain in effect.

**FIRST AMENDMENT TO LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the “Amendment”) is made and entered into as of the date last executed below, but effective as of the 1st day of July, 2020, by and between ORLANDO HEALTH CENTRAL, INC., a Florida not-for-profit corporation (“**Licensor**”) and ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida (“**Licensee**”).

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated April 30, 2020 (the “**License**”), whereby Licensor grants to Licensee a license to occupy and use a portion of the real property located at 17000 Porter Road, Winter Garden, Florida, 34787, known as Room 1056 and consisting of 131 rentable square feet, for the purpose of a UCAPIT Medication Dispenser Hub;

WHEREAS, Licensor and Licensee desire to amend the License upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which consideration is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated by reference herein. Unless context otherwise requires, defined terms shall have the same meaning ascribed to them in the License.
2. License Fee. Effective July 1, 2020, Licensee shall pay to Licensor a monthly fee of \$100.00 for the use of the Premises. Within twenty (20) days after signature of this Amendment by the last of Licensor and Licensee, Licensee shall pay any back-due fees to Licensor. Licensor

and Licensee agree that the License Fee represents an arms-length, fair market value rate for Licensee's use of the Premises.

3. No Requirement to Refer Patients. The Parties do not intend by this License to induce directly or indirectly the referring of any individual to any other person or entity for the furnishing or arranging for the furnishing of any health care services or the provision of any drug or health care device, including but not limited to services, drugs, or devices for which payment may be made in whole or in part under any Federal Health Care Program as defined in 42 U.S.C. 1320a-7b(f). Licensor and Licensee are not entering into this License for the purpose of inducing referrals of business from the other party, to compensate the other party for any referrals or to obtain remuneration in return for referrals.

4. Counterpart Execution. This Amendment shall not be effective or binding until such time as it has been executed and delivered by all parties hereto. This Amendment may be executed in counterparts, all of which shall constitute a single agreement.

5. Ratification. All other terms of the License not specifically modified herein are hereby ratified by the parties and shall remain in full force and effect during the remainder of the Term of the License as if fully set forth herein. In the event of a conflict between the terms of this Amendment and the terms of the License, the terms of this Amendment shall control.

*[Signatures on the following page]*

Project: Fire Rescue UCAPIT Machine  
Lease File #10090

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date below.

LICENSOR:

Witnessed on July 7, 2020

ORLANDO HEALTH CENTRAL, INC., a Florida  
not for profit corporation

Michelle M Allen  
Print Name: Michelle M Allen

By: Matthew S. Taylor  
Matthew S. Taylor, Director

MB/sa

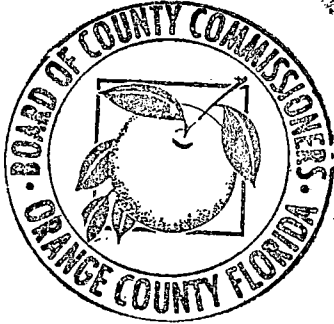
Christopher Coventry  
Print Name: Christopher Coventry

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date below.

LICENSEE:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Byron W. Brooks

*for* Jerry L. Demings  
Orange County Mayor

Date: 29 July 2020

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

By: Noelia Perez  
*for* Deputy Clerk

Printed Name: Noelia Perez