



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: August 31, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: Ana Alves, Sr. Acquisition Agent *AA/MTC*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

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

ACTION REQUESTED: Approval and execution of License Agreement Between Orange County, Florida ("County") and RMS Constructors Group, LLC ("Licensee"), and authorization for the Real Estate Management Division to exercise renewal options, and furnish notice, required, or allowed by the License Agreement, as needed.

PROJECT: RMS Constructors Group, LLC
710 and 714 N. Pine Hills Road
Orlando, Florida 32808
Lease File #10221

District 6

PURPOSE: To provide for a temporary construction mobile field office, parking, and storage for construction tools, materials, and equipment.

ITEM: **License Agreement**
Revenue: None/Services Provided
Size: Approximately 0.217 acres
Term: One year
Options: Three, One-year renewals

APPROVALS: Real Estate Management Division
 County Attorney's Office
 Risk Management Division
 Public Works Division

REMARKS: Orange County is currently performing roadway improvement projects on Pine Hills Road.

This License Agreement will allow the general contractor of the project to use County property located at 710 and 714 N. Pine Hills Road, Orlando, Florida, 32808 for a mobile field office, parking, and storage for construction tools, materials, and equipment.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 12 2023

LICENSE AGREEMENT

Between

ORANGE COUNTY, FLORIDA ("County")

and

RMS CONSTRUCTORS GROUP, LLC ("Licensee")

This License Agreement ("Agreement") is made and entered into as of the last date signed below, ("Effective Date") by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "County"), and RMS CONSTRUCTORS GROUP, LLC, a Florida limited liability Company ("Licensee"), whose address is 6996 Piazza Grande Ave., Suite 212, Orlando, Florida, 32835.

RECITALS

- A. County has an undivided interest in that certain property bearing Parcel Identification Number 19-22-29-6954-08-132 and 19-22-29-6954-08-133 (the "County Property").
- B. Licensee and County desire to use the portion of the Property more particularly described on (Exhibit "A") attached to this License (collectively, the "Parcel") for the weekly parking for Licensee's employees, agents and invitees;
- C. Licensee will control access via the locked gate and will ensure the area is locked prior to leaving the premises and will not allow for overnight or extended parking by its employees, agent or invitees.
- D. County has the right to refuse use of the parking area in the event of inclement weather.

NOW THEREFORE, in consideration of use of the County Property, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1) Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.
- 2) Term. The Term of this Agreement shall commence on the Effective Date and shall have an initial term of one (1) years. This Agreement may be renewed for up to three (3) additional one-year terms upon written approval by both parties hereto. The Manager of the County's Real Estate

Department shall have the authority to exercise and approve said renewal(s).

3) Use. During the Term of this Agreement, Licensee shall have the non-exclusive right of access over and through the County Property for a construction field mobile office; storage of construction tools, materials and equipment; and weekly parking for the Licensee's employees, agents and invitees only. The County Property is fenced and Licensee will secure access and egress by using keyed locks. A copy of the lock key(s) shall be provided to the County. Licensee accepts the property as-is and entirely at their own risk and expense and must return the property the same condition as on the date that the Agreement commences. There is no fee for the Licensee's use of the County Property during the Term. Licensee shall observe and comply with all applicable Federal, State, and local rules, orders, laws and regulations pertaining to the use of the County Property, .

4) Possession. Licensee shall have, hold, and enjoy non-exclusive use of the County Property and all rights granted the County by this Agreement. County reserves the right to use the County Property for all other purposes. Upon termination of the Term of this Agreement, Licensee agrees to cease use of the County Property and the County will retain all property located on the County Property. This Agreement does not convey any easement or other property rights to the Licensee, but merely grants a permissive license for access during the Term of this Agreement.

5) Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. The County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or Licensees.

6) Insurance. Licensee shall procure and maintain, for the duration of this Agreement, insurance of the types and limits specified below. Insurance carriers furnishing these coverages must be authorized to do business in the State of Florida, and must possess a minimum, current rating of A-Class VIII in the most recent edition of "Best's Key Rating Guide."

- a. Workers' Compensation - covering its employees with statutory workers' compensation limits, and no less than \$500,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- b. Commercial General Liability - covering all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence and an aggregate limit of at least \$2,000,000.00. The County shall be specifically named as an additional insured on all liability policies.
- c. Business Automobile Liability - covering all owned, non-owned and hired vehicles

with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent per occurrence.

- d. Pollution Legal Liability – Pollution Legal Liability with a limit of not less than one million dollars (\$1,000,000.00) per occurrence on a per-project basis.

Prior to entering upon the County Property, and during the duration of the Agreement, Licensee shall file with the County current certificates of all required insurance on forms acceptable to the County and thirty (30) days prior written notice of cancellation or reduction in coverage, except ten (10) days prior written notice is allowed for cancellation due to non-payment of premium. The certificates shall be accompanied by the additional insured and waiver of subrogation endorsements for each policy that applies.

Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance. It shall be the responsibility of Licensee to ensure that all its contractors maintain adequate insurance. Failure of Licensee to maintain adequate insurance coverage for itself or for any other persons or entities for which it is responsible, or to ensure that its contractors maintain adequate coverage, shall not relieve Licensee of any contractual responsibility or obligation or liability.

7) Hazardous Waste and Materials. Licensee, its employees, agents, licensees, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on the County Property. Licensee 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 Licensee, its employees, agents, vendors or suppliers, 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 by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers. Provided however, Licensee shall not be required to indemnify, defend or hold harmless the County from any claims resulting from the negligent or willful misconduct of the County, or its employees, licensees, vendors, or other agents, or resulting from any environmental condition existing on the County Property or elsewhere which is not caused, disturbed or exacerbated by Licensee or its employees, agents, vendors or suppliers. The indemnification provisions contained herein shall survive the termination of this Agreement.

8) Default and Assignment. It is agreed between the parties hereto that if Licensee shall default and breach any other covenant or provision of this Agreement, then the County, after giving Licensee twenty (20) days prior written notice of such default and an opportunity to cure, may terminate this Agreement and thereafter the Licensee will cease use of the County Property. 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.

9) Termination

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

b. Either party may terminate this Agreement at any time by providing to the other party no less than thirty (30) days advance, written notice.

10) Attorneys' Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearing's, or in administrative, bankruptcy, or reorganization proceedings.

11) Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and U.S. First Class Mail; addressed to the parties at the address shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) three (3) days after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested and U.S. First Class Mail, or (ii) upon hand-delivery to the appropriate address as follows:

As to County: Orange County Administrator
P.O. Box 1393
Orlando, Florida 32802-1393

With Copy to: Orange County
Public Works
Address: 4200 S. John Young Parkway
Orlando, Florida 32839
(407) 836-7903

As to Licensee: RMS Constructors Group, LLC
6996 Piazza Grande Avenue, Suite 212
Orlando, Florida, 32835

12) Applicable Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Project: 710 and 714 N. Pine Hills Road
Lease File: #10221

IN WITNESS WHEREOF, the County have hereunto set their hands and seals as of the dates written below.



“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Bryan Brooks*
Jerry L. Demings
Orange County Mayor

DATE: *12 September 2023*

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

BY: *Jennifer Lara-Kimetz*
Deputy Clerk
for *Jennifer Lara-Kimetz*
Printed Name

Project: 710 and 714 N. Pine Hills Road
Lease File: #10221

IN WITNESS WHEREOF, the parties hereto have signed and executed this License Agreement on the dates indicated below.

“LICENSEE”

RMS CONSTRUCTORS GROUP, LLC, a
Florida limited liability Company

By: 

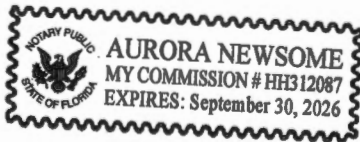
Print Name: Mike Rahmankhah

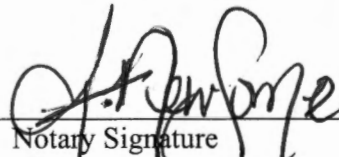
Title: Owner/President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this August of 2023, by Mike Rahmankhah as Owner/President, of RMS Constructors Group, LLC on behalf of the Florida limited liability Company. The individual is personally known to me or has produced: NA as identification.

(Affix Notary Stamp)




Notary Signature

Aurora Newsome
Printed Notary Name

Notary Public of:
My Commission Expires: Sept. 30, 2026

Exhibit A

“The Parcel”

