



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 2**

**DATE:** December 28, 2022

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

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

**FROM:** Ana Alves, Sr. Acquisition Agent  
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 and Christian Service Center for Central Florida, Inc., related to use of Juvenile Assessment Center Parking and authorization for the Real Estate Management Division to exercise renewal options, and furnish notices, required or allowed by the License Agreement, as needed.

**PROJECT:** Christian Service Center for Central Florida, Inc.  
at Juvenile Assessment Center  
823 W. Central Blvd, Orlando, Florida 32805  
Lease File #10196  
  
District 6

**PURPOSE:** To provide space at the Juvenile Assessment Center (JAC) parking lot for the sole and limited purpose of congregating during evacuation drills.

**Interoffice Memorandum**  
**Real Estate Management Division**  
**Agenda Item 2**  
**December 28, 2022**  
**Page 2 of 2**

**ITEMS:** License Agreement  
Cost: None/Services Provided  
Size: Parking lot space at Juvenile Assessment Center  
Term: 10 years  
Options: Two, Five-year auto renewals

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

**REMARKS:** This License Agreement will provide space in the JAC parking lot for the sole and limited purpose of congregating during evacuation drills at 823 W. Central Blvd, Orlando, Florida 32805.

JAN 10 2023

**Project:** Christian Service Center for Central Florida, Inc. at Juvenile Assessment Center  
**Lease File #**10196

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**LICENSE AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**CHRISTIAN SERVICE CENTER FOR CENTRAL FLORIDA, INC.**

*related to*

use of Juvenile Assessment Center Parking

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This **LICENSE AGREEMENT** (this "Agreement") is entered into as of the date on which the last of the parties has executed this Agreement, by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, ("Licensor" or "County") and the **CHRISTIAN SERVICE CENTER FOR CENTRAL FLORIDA, INC.**, a Florida not for profit corporation (the "Licensee"). Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Licensor owns and operates a Juvenile Assessment Center ("JAC") located at 823 W. Central Blvd., Orlando, Florida 32805 ("JAC Property"); and

**WHEREAS**, the Licensee operates a nonprofit organization located at 808 W. Central Blvd., Orlando, Florida 32805; and

**WHEREAS**, the Licensee desires to perform fire and active shooter evacuation drills ("Evacuation Drills"); and

**WHEREAS**, the Licensee desires to utilize the JAC Property as an evacuation destination for its agents, staff, volunteers and clients during the Evacuation Drills; and

**WHEREAS**, the Licensor is willing to allow the Licensee, its agents, staff, volunteers and clients to access and congregate upon the west side of the JAC Property parking lot during the Evacuation Drills pursuant to the terms and conditions stated herein.

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

**Section 1 - Incorporation of Recitals.** The above recitals are true and correct and are incorporated into and made a part hereof.

**Section 2 - Grant of License.** Licensors hereby grants Licensee, its agents, staff, volunteers and clients a non-exclusive right to access the JAC Property for the sole and limited purpose of congregating during the Evacuation Drills (the "License"). Licensee's use of the JAC Property shall be limited to one (1) hour per Evacuation Drill and Licensee, its agents, staff, volunteers and clients shall not interfere with the operation of the JAC. Licensee shall conduct no more than two (2) Evacuation Drills per calendar year and shall provide Licensors with notice of any Evacuation Drill at least ten (10) days in advance of said Evacuation Drill. Licensee shall notify local authorities, including but not limited to fire rescue and law enforcement, of said Evacuation Drills. Licensee shall ensure that its agents, staff, volunteers and clients comply with all the terms and provisions of this Agreement.

**Section 3 - Term and Termination.**

A. **Term.** The term of this Agreement shall begin upon the parties' execution of this Agreement and expire on December 31, 2023. This Agreement may be renewed for up to three (3) additional one-year terms upon written mutual consent by both parties.

B. **Delegation of Authority.** Through its execution of this Agreement, the Board hereby delegates limited signature authority to the Director of the County's Community and Family Services Department so that the Director may execute any permitted renewals of this Agreement so long as those renewals do not change or alter the terms and conditions herein.

C. **Termination for Convenience.** Either party may terminate this Agreement at any time and for any reason by providing at least thirty (30) days written notice to the other party.

D. **Termination for Cause.** The failure of the Licensee, its agents, staff, volunteers or clients to comply with any covenant or condition of this Agreement shall constitute a breach of the Agreement.

1. If the breach of this Agreement, as determined by the Community and Family Services Department Manager, is not material and can be readily cured, the County may, in its sole and absolute discretion, provide the Licensee with ten (10) days written notice and an opportunity to cure the breach within the timeframe provided therein. Should the Licensee fail to cure the breach within the timeframe provided, the County may immediately terminate this Agreement and reserves the right to prohibit the Licensee from future use of the JAC Property.
2. If the breach of this Agreement, as determined by the Community and Family Services Department Manager, is material and cannot be readily cured, the County may immediately terminate this Agreement and reserves the right to prohibit the Licensee from future use of the JAC Property.

E. **Right to Terminate.** Nothing in this Agreement shall be construed as to interfere with the County's absolute right to terminate this Agreement without cause.

F. **Removal from Premises.** The County may, in its sole and absolute discretion, remove any Licensee agent, staff, volunteer or client from the JAC Property at any time.

**Section 4 - Damage to the JAC Property.** Licensee shall be responsible for repair of any damage caused by Licensee, its agents, staff, volunteers or clients to the JAC Property.

**Section 5 – Indemnification and Insurance.**

**I. Indemnity.** To the fullest extent permitted by law, the Licensee 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 attorneys' 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 Licensee or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts for which the Licensee or its subcontractors (if any) may be held liable. Nothing contained in this License Agreement shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.

**II. Liability.** The County shall not be liable to the Licensee for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this Agreement and/or any breach by the County hereof, regardless of any notice of the possibility of such damages.

**III. Protection of Persons and Property.**

A. The Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. The Licensee shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Licensee suffers to be on the JAC Property and other persons who may be affected thereby; and
2. All property, materials, and equipment on the JAC Property under the care, custody, or control of the Licensee; and
3. Other property at or surrounding the JAC Property including trees, shrubs, lawn, walk, pavement, and roadways.

B. The Licensee agrees that the County does not guarantee the security of any equipment or personal property brought onto JAC Property by the Licensee, its agents, volunteers, or employees and further agrees that the County shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss.

C. The Licensee shall comply with, and shall ensure that its agents, staff, volunteers and clients comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

1. Occupational Safety & Health Act (OSHA)
2. National Institute for Occupational Safety & Health (NIOSH)
3. National Fire Protection Association (NFPA)

D. The Licensee must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the following address: <https://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

E. The Licensee shall be held responsible for any and all damage resulting from, or in any way related to, its use of the JAC Property. Consequently, to mitigate its liability as stated herein, the Licensee hereby agrees to assist in efforts to repair and/or mitigate the impact of any damage caused to the JAC Property as may be requested by the County.

F. In any emergency affecting the safety of persons or property, the Licensee will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

G. The Licensee agrees to ensure confidentiality of client information related to any client of the Licensee or the County related to this Agreement and to limit access to the JAC Property to duly authorized agents, staff, volunteers or clients receiving specified services. The Licensee shall maintain space in appropriate condition as to customary wear and cleanliness and return furnishings and equipment to its original order upon vacating JAC Property after each use.

H. The Licensee will comply with, and shall ensure that its agents, staff, volunteers and clients comply with, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

I. In any emergency affecting the safety of persons or property, the Licensee will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

#### **IV. Insurance.**

A. The Licensee agrees to 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 Licensee, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Licensee under this Agreement.

B. The Licensee shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

C. The Licensee shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement, or prior to executing any renewals hereof, to verify such coverage:

1. **Workers' Compensation** - The Licensee 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 if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.
2. **Commercial General Liability** - The Licensee 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 per occurrence. Licensee further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
3. **Business Automobile Liability** – The Licensee 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 per accident. In the event the Licensee does not own automobiles the Licensee 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. If the Licensee is a Licensee or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Licensee may self-insure its liability with coverage limits as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

E. When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Licensee's most recent annual report or financial statement. For policies written on a "Claims-Made" basis the Licensee agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, 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 Agreement the Licensee 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 Licensee of the obligation to provide replacement coverage.

F. The Licensee agrees to provide a CG 20 26 Additional Insured – Designated Person or Organization and CG 24 04 Waiver of Transfer of Right of Recovery in favor of Orange County, Florida.

G. 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.

H. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

I. The Licensee shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Licensee shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Licensee has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder and additional insured shall read:

Orange County, Florida  
Attn: Risk Management Division  
109 East Church Street, Suite 200  
Orlando, Florida 32801

**Section 6 - Security.** Licensor shall not be responsible for providing security for the JAC Property during the Evacuation Drills.

**Section 7 - No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

**Section 8 - Notices.** Any notice, request, demand, approval, consent or other communication which Licensor or Licensee may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to Licensor: Orange County Board of County Commissioners  
Attn: JAC Program Manager  
823 W. Central Blvd.  
Orlando, Florida 32805

With a copy to: Orange County Board of County Commissioners  
Attn: Community and Family Services Manager  
1718 E. Michigan St.  
Orlando, Florida 32806



If to Licensee:

Christian Service Center  
Attn: Director of Facilities  
808 W. Central Blvd.  
Orlando, Florida 32805

or to such other address as either party shall have designated by notice to the others pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (a) two (2) business days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (b) the date of when same is hand delivered; or (c) the date delivered by overnight courier with confirmation of delivery required.

**Section 9 - Authorization.** Each of Licensor and Licensee hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of Licensor or Licensee, respectively.

**Section 10 - Choice of Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.

**Section 11 - Attorney's Fees.** In connection with any legal proceedings arising out of this Agreement, each party shall bear their own costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings. 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.

**Section 12 - Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

**Section 13 - No Third-Party Damages.** In no event shall this Agreement confer upon any third person, corporation, or entity the right to damages against any party hereto.

**Section 14 - Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written. No warranties, representations or other agreements exist between the parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

**Section 15 - Amendments and Waivers.** No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

**Section 16 - Assignment.** Licensee may not 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 Licensor.

**Section 17 - Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

**Project:** Christian Service Center for Central Florida, Inc. at Juvenile Assessment Center  
**Lease File #**10196

~~AGREED TO~~ by the parties hereto as of the date first above written.



**ORANGE COUNTY, FLORIDA  
BOARD OF COUNTY  
COMMISSIONERS**

By: *Jerry L. Demings*  
for Jerry L. Demings,  
Orange County Mayor

Date: *10 January 2023*

ATTEST:


*Phil Diamond*  
Phil Diamond, CPA  
Orange County Comptroller, as Clerk of Board  
of County Commissioners

(SEAL)


As to "Licensor"

**AGREED TO** by the parties hereto as of the date first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
(Signature of Witness)


DAMEON DIXON  
\_\_\_\_\_  
(Name of Witness)

  
\_\_\_\_\_  
(Signature of Witness)

Esthere Francois  
\_\_\_\_\_  
(Name of Witness)

As to "Licensee"

**CHRISTIAN SERVICE CENTER**

By:   
\_\_\_\_\_  
Eric Gray  
Executive Director

Date: 11/3/2022  
\_\_\_\_\_