



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** May 13, 2020

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

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

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

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of License Agreement between Orlando Health Central, Inc. and Orange County and delegation of authority to the Real Estate Management Division to exercise termination options and furnish notices, required or allowed by the license, as needed

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

**PURPOSE:** To provide space for a UCAPIT machine that can service the nearby temporary fire station.

**ITEM:** License Agreement  
Cost: None  
Size: 131 square feet  
Term: 1 year  
Options: Automatic 1-year renewals until terminated

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

**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 (Lease).

In order to better serve Fire Station 44, County is licensing a small area in the medical pavilion on the Site to install a UCAPIT machine, which dispenses medications to more quickly restock Fire Rescue Department vehicles.

This action will provide for 131 square feet of space to install a UCAPIT machine. There is no cost associated with this License Agreement. The term is for one year, with automatic 1-year renewals until terminated by either party.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**License**”) is made and entered into as of the date last executed below (the “**Effective Date**”), between ORLANDO HEALTH CENTRAL, INC., a Florida not-for-profit corporation (“**Licensor**”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**Licensee**”).

1. Premises. Licensor hereby grants to Licensee a license to occupy and use a portion of the real property located at 17000 Porter Road, Winter Garden Florida 34787 (the “**Building**”), known as Room 1056 and consisting of 131 rentable square feet, as further described on Exhibit “A” attached hereto and incorporated by reference herein (the “**Premises**”), upon the terms and conditions set forth herein.

2. Term. The term of this License shall commence on the Effective Date and shall terminate after a period of one (1) year, unless earlier terminated as provided herein (the “**Term**”). This License will automatically renew for successive one (1) year periods (each a “**Renewal Term**”); provided however, that either party shall have the absolute right to terminate this License, with or without cause, at any time by giving the other party sixty (60) days prior written notice of its intent to terminate. Upon expiration or earlier termination of this License for any reason, this License shall be of no further force and effect and all obligations of the parties hereto, except those obligations that expressly survive such expiration or termination, shall be terminated. Licensee’s Manager of the Real Estate Management Division, or designee, shall have the authority to terminate this License on behalf of Licensee.

3. License Fee. Licensee shall not be obligated to pay a license fee associated with the grant of this License.

4. Use of the Premises. During the Term of this License, the Premises shall be used exclusively by Licensee and its employees, agents, and guests for the purpose of a UCAPIT Medication Dispenser Hub and for no other purpose or purposes without the prior written consent of Licensor. The UCAPIT Medication Dispenser Hub will contain Advanced Life Saving and Basic Life Saving medications and equipment for use by Licensee's fire rescue personnel. Licensee agrees to comply with all applicable statutes, ordinances, rules and regulations applicable to the use of the Premises during the Term. Licensee shall return the Premises to Licensor in the same condition as it was when Licensee took possession of the Premises. The Premises shall be clean and all items brought by Licensee into the Premises shall be removed at the conclusion of Licensee's occupancy of the Premises. The use and occupation of the Premises shall include the common use of the common areas, parking area, service roads, loading facilities, sidewalks and car parking areas designated from time to time by Licensor subject, however, to the terms and conditions of this License and to reasonable rules and regulations for the use thereof prescribed from time to time by Licensor. Licensee agrees to abide by all provisions of such reasonable rules and regulations.

5. Access. The Premises will be secured with badge reader access, which shall be implemented at Licensor's expense. Badges for access to the UCAPIT Medication Dispenser Hub will be provided to Licensee's fire rescue personnel, including EMS supply staff, Field Personnel, including Firefighters and Paramedics, and uniformed officers, including Lieutenants, Captains, and Chiefs.

6. Utilities and Taxes. Licensor agrees to pay all ad valorem real property taxes and special improvement assessments levied against the Building during the Term. Licensor agrees to

provide and pay all charges for utilities services furnished to the Premises during the Licensee's occupancy.

7. Insurance. All personal property of Licensee shall be placed upon the Premises at Licensee's sole cost and expense. Licensee shall also, throughout the duration of this License, procure and continue in force general liability insurance covering Licensee's occupancy of the Premises with single limit coverages of at least \$1,000,000.00 per occurrence. Licenser agrees that Licensee may self-insure some or all of the risks described herein.

8. Indemnification. Licenser shall not be liable for any damage or injury to any person or property whether it be the person or property of Licensee, Licensee's employees, agents, guests, invitees, or volunteers or otherwise by reason of Licensee's occupancy of the Premises or presence on the Property or because of fire, flood, windstorm, acts of God, or for any other reason. Licensee, to the extent permitted by law, agrees to defend, indemnify, and hold harmless the Licenser, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) each attributable to its own negligent acts or omissions or those of its officials and employees acting within their scope of their employment or connected in any way or arising from performance under this License. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions and/or negligence of any other party. This provision shall survive termination of this Agreement. Nothing herein is intended to act as a waiver of the Licensee's sovereign immunity pursuant to Section 768.28 of the Florida Statutes, and, notwithstanding anything in this License to the contrary, under no circumstances shall Licensee be liable to Licenser under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable

to all manner of claims against the Licensee related to this License and are not confined to tort liability.

9. Assignment and Subletting. The rights of Licensee under this License are personal to Licensee and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express and written consent of Licensor, which may be withheld with or without cause at the discretion of Licensor.

10. Notices. All notices will be given to Licensor at Orlando Health Central, Inc., 10000 W. Colonial Drive, Ocoee, Florida 34786, Attention: Chief Financial Officer, or at such other place as Licensor may designate in writing, with copy to Orlando Health, Inc. at 1414 Kuhl Avenue, MP 71, Orlando, Florida 32806, Attn: Director of Real Estate. Notices will be given to Licensee at Orange County Real Estate Management Division, Attn: Manager, P.O. Box 1393, Orlando, Florida 32802, or at such other place as Licensee may designate in writing, with a copy to County Attorney, Orange County, P.O. Box 1393, Orlando, Florida and with a copy to Orange County Fire Rescue, P.O. Box 5879, Winter Park, Florida 32793 Attn: Manager.

11. Binding Effect. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Licensor and Licensee.

12. Invalidity of Particular Provision. If any term or provision of this License shall to any extent be invalid or unenforceable, the remainder of this License shall not be affected thereby.

13. Governing Law and Venue. This License will be construed in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws. Any suit pertaining to this License will be brought in the courts of Orange County, Florida.

14. Attorneys' Fees. The parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees incurred in connection with this License and any dispute or litigation that arises either directly or indirectly from this License..

15. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Licensor or Licensee, they will not be liable or responsible for, and there will be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor and materials, theft, fire, public enemy, injunction, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restriction or any other causes of any kind whatsoever which are beyond their reasonable control.

16. No Waiver. No provision of this License will be deemed to have been waived by either party unless such waiver be in writing signed by the other party and addressed to such party, nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of the parties to insist upon the performance by the other in strict accordance with the terms hereof.

17. Headings. The section and paragraph headings to this License are for convenience and reference only. The words as provided in the section and paragraph headings will not be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the terms of this License.

18. Time of the Essence. Time is of the essence of each and every obligation of this License.

19. As-Is. Licensee hereby accepts the Premises in its current "as-is" condition without representation or warranty of any kind by Licensor.

20. Entire Agreement. This License constitutes the entire agreement between the parties hereto and no portion thereof may be altered, modified or amended in any manner whatsoever unless same shall be in writing and signed by the parties hereto.

21. Waiver of Jury Trial. LICENSOR AND LICENSEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON THIS LICENSE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LICENSE AND THE ESTATE CREATED THEREBY AND ANY LICENSE CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS LICENSE AND SHALL SURVIVE TERMINATION OR SOONER EXPIRATION OF THIS LICENSE.

22. Matters of Record. This License is subject to all matters of record affecting the Premises.



Project: Fire Rescue UCAPIT Machine  
Lease File #10090

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed  
this 30 day of April, 2020.

LICENSOR:

Witnessed on April 30, 2020

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

Michelle M. Ayen  
Print Name: Michelle M. Ayen

John E. Walsh  
Print Name: John E. Walsh

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

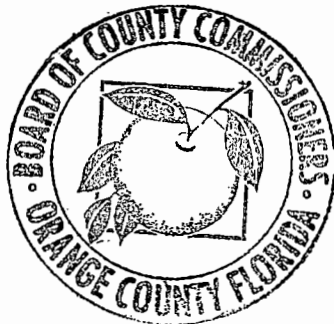
Project: Fire Rescue UCAPIT Machine  
Lease File #10090

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed  
this \_\_\_\_\_ day of JUN 0 ~~220000~~

LICENSEE:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Jerry L. Demings  
Jerry L. Demings  
Orange County Mayor

Date: 3 June 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

**EXHIBIT A – FLOOR PLAN**

**HORIZONS WEST EMERGENCY DEPARTMENT**

**ROOM 1056**



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