





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** April 5, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF LICENSE AGREEMENT  
BETWEEN ORANGE COUNTY, FLORIDA AND THE NINTH  
JUDICIAL CIRCUIT COURT AND THE OFFICE OF CRIMINAL  
CONFLICT AND CIVIL REGIONAL COUNSEL FOR THE FIFTH  
DISTRICT OF FLORIDA FOR OFFICE SPACE

**PROJECT:** Thomas S. Kirk Juvenile Justice Center  
2000 E. Michigan Street  
Orlando, Florida 32806  
  
District 3

**PURPOSE:** To provide office space for the Office of Criminal Conflict and Civil  
Regional Counsel for the Fifth District of Florida.

**ITEM:** License Agreement  
Revenue: None  
Size: 400 square feet  
Term: Until the Court determines that the space is needed exclusively  
for Court operational needs.

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

**REMARKS:** Orange County owns the property located at 2000 East Michigan Street, also referred to as the Thomas S. Kirk Juvenile Justice Center (“JJC”). The Ninth Judicial Circuit Court (“Court”) uses and occupies the JJC. The Court authorized the Office of Criminal Conflict and Civil Regional Counsel for the Fifth District of Florida (“CCCRC”) to occupy part of the JJC in a Memorandum of Understanding on November 29, 2016, to provide more efficient and consistent services to dependent children and families on site.

This License Agreement sets forth the terms and conditions under which the CCCRC will be permitted to use space within the JJC.

**A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.**

**LICENSE AGREEMENT**

**Between**

**ORANGE COUNTY, FLORIDA**

**And**

**THE NINTH JUDICIAL CIRCUIT COURT**

**And**

**OFFICE of CRIMINAL CONFLICT AND CIVIL REGIONAL COUNSEL FOR THE  
FIFTH DISTRICT OF FLORIDA**

This license agreement ("Agreement") is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") and the Ninth Judicial Circuit Court ("Court") and the Office of Criminal Conflict and Civil Regional Counsel for the Fifth District of Florida ("CCCRC"), (each a "Party" and collectively "Parties").

**WHEREAS**, Orange County is the owner of certain real property located at 2000 E. Michigan Street , Orlando, Florida 32806, also referred to as the Thomas S. Kirk Juvenile Justice Center (JJC); and

**WHEREAS**, the Court uses and occupies the JJC; and

**WHEREAS**, CCCRC requires space within the JJC to provide more efficient and consistent services to dependent children and families on site; and

**WHEREAS**, the Court has authorized CCCRC to occupy part of the JJC via a memorandum of understanding entered into on November 29, 2016; and

**WHEREAS**, the County has deemed the granting of this Agreement serves a public purpose; and

**WHEREAS**, the Parties desire to set forth the terms and conditions under which CCCRC will be permitted to use the space within the JJC.

**THEREFORE**, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

**Section 1. Grant of License.** The County grants a license to CCCRC to use space inside JCC situated off the main corridor near the west end of the public lobby. The space is currently designated the Judicial Reception area measuring roughly 22' x 15' and enclosed by a glass wall structure. An adjoining space known as the "Judicial Receptionist workstation" measuring roughly 10'x 7' is also included in this license. Collectively, the aforementioned space shall be known as the "License Area". Except for the use of the current modular furniture in the License Area, there will be no furnishing provided to CCCRC by the County or the Court.

**Section 2. CCCRC's Use of the Property.** The Court and CCCRC have entered into a memorandum of understanding dated November 29, 2016, wherein the Court has authorized CCCRC to use the License Area. CCCRC shall use the License Area to allow attorneys working for CCCRC to meet with dependent children and families on site.

**Section 3. Financial Contribution/Rent.** County agrees that CCCRC's use of the License Area shall be without any required rent or other form of financial contribution. CCCRC acknowledges that the foregoing of rent or other form of financial contribution by CCCRC does not relieve CCCRC of any other form of payment or restitution due to the County as may be otherwise provided for under this Agreement.

**Section 4. Term.** This Agreement shall be in effect until the Court determines that it is necessary for the Court to utilize said spaces for the exclusive use of court operational needs.

**Section 5. Termination.** If the Court decides, in its sole discretion, that any or all of the License Area shall be returned to the Court's use, the Court shall give CCCRC thirty (30) days written notice to vacate and return any or all of said License Area to the exclusive use of the Court. CCCRC shall give the Court thirty (30) days written notice of its intent to vacate if it no longer requires use of the License Area. County reserves the right to terminate this Agreement upon twenty-four (24) hour notice to the Court and CCCRC, should it be determined by the County that such termination is deemed necessary to ensure the safety and welfare of the general public or those individuals within the JJC.

**Section 6. Property "As Is."** County makes no representations about the condition of the License Area or its suitability for CCCRC's intended use. This Agreement is conditioned upon CCCRC's use of the License Area "AS IS" and "WITH ALL FAULTS".

**Section 7. Modifications and Restoration of the License Area.**

**7.1 Modification of License Area.** CCCRC shall make no modifications or alterations to the License Area without prior written approval by the County and Court. Any such proposed modification or alterations shall be submitted in writing to the County and Court providing a full description, including sketches, drawing or other demonstrative aids as may be necessary to depict the proposed modification or alteration. Both County

and Court must approve the proposed modification or alterations before any changes may be made to the License Area. Any furnishings in the workspace that CCCRC may request must be preapproved by the County and Court. Both County and Court reserve the right to deny any modifications in their sole discretion. Any authorized modifications to the License Area by CCCRC shall be deemed a breach and may result in termination of this Agreement.

- 7.2 **Restoration of License Area.** CCCRC shall ensure that the License Area is restored to as near the condition, normal wear and tear excluded, as existed upon Commencement Date of this Agreement. Any such restoration shall be at the sole expense of CCCRC and shall be completed prior to the end of the License Term. Should CCCRC fail to restore the License Area to its original condition, CCCRC shall be immediately liability for, and immediately reimburse the County for all costs and expenses incurred by the County resulting from such restoration. This provision shall survive the termination of this Agreement.

**Section 8. Ownership of the License Area.** This Agreement shall not be deemed to create or confirm any ownership or possessory interest in the JJC or License Area.

**Section 9. Maintenance.** The County shall perform all required maintenance of the License Area. Maintenance shall include the JJC building operation systems (HVAC, electrical, plumbing etc.). CCCRC shall direct all specific maintenance issues directly to the Court Operations Manager.

**Section 10. Utilities.** The County shall be responsible for the payment of all utilities including electric, telephone, water, sewer and garbage removal. County shall not be liable in any manner for damages to CCCRC, or for any other claim by CCCRC, resulting from any interruption in utility services. Existing telephone service, including long distance calling, is provided by the County. Use of the telephone service is restricted to business use only. CCCRC will purchase the phone sets and provide them to the Court Operations Manager for installation at this location in the designated areas. The specific phone type will be determined by the County's Information Systems and Services (ISS) Department. The number of phone lines available will be determined by the County ISS Department.

**Section 11. Data Connections.** Data connections in the License Area shall not be used by CCCRC. Instead, CCCRC will provide its employees with "hot spots" for connections to the internet. No technical services will be provided for those using the public non-secure wireless internet connection provided by the Court.

**Section 12. Building Access.** CCCRC will be allowed access to the License Area during all normal business hours. Court will provide key access to the License Area according to the rules and regulations of Orange County Facilities Management.

**Section 13. 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 attorney's fees) attributable to its negligent acts or omissions, or those of its 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. 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 for the acts, omissions and/or negligence of the other party. **This paragraph shall survive the termination of this Agreement.**

**Section 14. Insurance.**

- 14.1 Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the CCCRC acknowledges to be self-insured for General Liability.
- 14.2 Workers' Compensation Coverage- The CCCRC agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.
- 14.3 Upon request the CCCRC shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.
- 14.4 The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the CCCRC of its liability and obligations under this agreement.

- 14.5 For the purpose of the foregoing insurance requirements, County's representative and point of contact is:

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

**Section 15. Notices.** Any notices required or allowed hereunder shall be in writing and be delivered by hand, delivery, express courier, or certified mail, return receipt requested, and shall be effective upon the same. Notices shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph:

<b>County:</b>	Orange County, Florida Manager, Real Estate Management Division P.O. Box 1393 Orlando, Florida 32802
<b>Copy to:</b>	Orange County, Florida County Administrator P.O.Box 1393 Orlando, Florida 32802
<b>CCCRC:</b>	The Office of Criminal Conflict and Civil Regional Counsel for the Fifth District of Florida Jeffrey Deen Regional Counsel 101 Sunnyside Road Suite 310 Casselberry, FL 32707-3862
<b>Court:</b>	Ninth Judicial Circuit Laura Brimmer Court Operations Manager Thomas S. Kirk Juvenile Justice Center 2000 East Michigan Street Orlando, FL 32806

**Section 16. Assignment or Transfer.** CCCRC may not assign or transfer any interest, rights, or duties under this Agreement to any other party except upon written approval by the County and Court.

**Section 17. Severability.** The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**Section 18. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

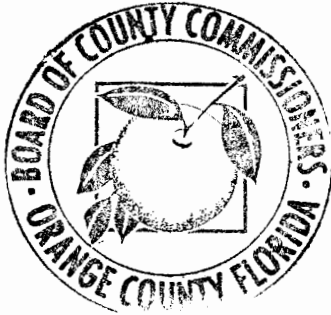
**Section 19. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**Section 20. Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Teresa Jacobs  
Teresa Jacobs  
Orange County Mayor

Date: 4.25.17

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

By: Marlin Ray  
for Deputy Clerk

NINTH JUDICIAL CIRCUIT COURT

By: Frederick J. Lauten  
Frederick J. Lauten  
Chief Judge

Date: 3.28.17

ATTEST/WITNESS

Gavin Hunt  
Print Name: Gavin Hunt

Shirley Washington  
Print Name: Shirley Washington

OFFICE OF CRIMINAL CONFLICT AND  
CIVIL REGIONAL COUNSEL FOR THE  
FIFTH DISTRICT OF FLORIDA

By: \_\_\_\_\_

Jeffrey Dean  
Regional Counsel

Date: \_\_\_\_\_

3/9/17

ATTEST/WITNESS

Candi Powell

Print Name: Candi Powell

Holly Heniker

Print Name: Holly Heniker