



Interoffice Memo

September 21, 2017

AGENDA ITEM

TO: Mayor Teresa Jacobs
And
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *DC for LCB*
Family Services Department

FROM: Lavon B. Williams, Esq., AICP
Manager, Community Action Division

CONTACT: Eddie Brown, Program Manager, Community Action Division
(407) 836-7416

SUBJECT: License Agreement with Pine Hills Community Council, Inc.
October 3, 2017 Consent Agenda

Orange County's Family Services Department, through its Community Action Division, operates and manages the Pine Hills Community Center. Pine Hills Community Council, Inc. is a not for profit organization that requests use of designated space at The Pine Hills Community Center to provide services beneficial to the citizens and general public of Orange County. This lease agreement sets out conditions of the use of space and community partnership with The Community Action Division. The term of the agreement is one year with two additional one-year automatic renewals. There is no cost to the County.

ACTION REQUESTED: Approval and execution of License Agreement between Orange County, Florida And Pine Hills Community Council, Inc. Regarding the use of Orange County's Community Centers. District 6.

LBW/ydl

Attachment

C: Lonnie Bell, Director, Family Services Department
Wanzo Galloway, County Attorney's Office
John Petrelli, Risk Management
Jamille Clemens, Finance
Andrea Jones, OMB
Yolanda Brown, Fiscal Manager

BCC Mtg. Date: October 3, 2017

LICENSE AGREEMENT
Between
ORANGE COUNTY, FLORIDA
And
PINE HILLS COMMUNITY COUNCIL, INC.

Regarding the
USE OF ORANGE COUNTY'S COMMUNITY CENTERS

THIS AGREEMENT is made and entered into this 1st day of August, 2017, by and between Orange County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **Pine Hills Community Council, Inc.**, an entity properly organized under the laws of the State of Florida (hereinafter referred to as "Agency").

RECITALS

WHEREAS, County is the owner of that certain real property located in Orange County, Florida, called the **Pine Hills Community Center** located at **6408 Jennings Road, Orlando, FL 32818-5313** and the listed on Attachment A (herein referred to as "Premises"); and

WHEREAS, Agency seeks a license to enter the Premises to provide its services outlined hereinafter for the use and benefit of the citizens and general public of Orange County; and

WHEREAS, the County agrees to permit Agency on the Premises under the terms and conditions set forth in this Agreement; which may include a referenced attachment and exhibit, and thereby made a part of this Agreement; and

WHEREAS, the Agency's services herein serves a valid public purpose; and

WHEREAS, County and Agency agree that their mutual understanding and cooperation are necessary for the parties to conduct their respective programs, projects, activities and services on the Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

Section 2. Purpose of License. The purpose of the license is for the use of the Premises. The Premises shall be utilized by the Agency under the administrative management and approval of the County's Community Action Division (herein after referred to as "CAD") in accordance with its divisional policies and procedures and only for the lawful purposes outlined herein. The consumption or use of alcoholic beverages is expressly prohibited on the Premises at all times.

Agency shall use a portion of the Premises during the following periods: Monday, Wednesday, and Friday 8:00 a.m. to 5:00 p.m. Agency may also use common areas such as meetings/conference rooms, etc. with the consent of the Center Manager or his/her designee.

Section 3. Services to be Provided. Agency shall provide the following services during the dates and times herein specified within Attachment A.

Section 4. Value of Services. The value of the services provided by this Agreement shall be on an in-kind basis and there shall be no monetary payment made for services rendered.

Section 5. Indemnity, Safety and Insurance

a. Indemnity: If there are any claims for damages attributed to the negligence, errors or omissions of the AGENCY, their agents or employees while providing the services called for herein, it is understood and agreed the AGENCY shall defend, indemnify and hold harmless the COUNTY from any and all losses, costs, liabilities, damages, and expenses arising out of such claims or litigation asserted as a result hereof. However, the AGENCY shall not be responsible for acts or omissions of the COUNTY, its agents, or employees, or of third parties, which result in bodily injury to persons or property. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida indemnification shall follow the provisions of Section 768.28, Florida Statutes.

b. Protection of Persons and Property:

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

- ♦ All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
- ♦ All property, materials and equipment on the premises under the care, custody or control of the AGENCY; and
- ♦ Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.

ii. AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents or employees onto the COUNTY property and 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.

iii. The AGENCY shall comply with and shall ensure that its contractors 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:

- ♦ Occupational Safety & Health Act (OSHA)National
- ♦ Institute for Occupational Safety & Health
- ♦ (NIOSH)National Fire Protection Association (NFPA)

The AGENCY must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

- iv. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury or loss.
- v. The Agency agrees to ensure confidentiality of client information related to any client of the Agency or the County related to this agreement and to limit access to the premises to duly authorized staff or clients receiving specified services. Agency shall maintain space in appropriate condition as to customary wear and cleanliness and return furnishings and equipment to its original order upon vacating premises after each use.
- vi. The Agency will comply with and shall ensure that its contractors comply with County's insurance requirements as set forth in paragraph 6, 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. In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

c. Insurance

- i. The AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract 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 AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.
- ii. The AGENCY 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.
- iii. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:
 - 1. Workers' Compensation - The AGENCY 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. Any AGENCY using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as Exhibit XX.

2. Commercial General Liability - The AGENCY 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 \$500,000 per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability – The AGENCY 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 AGENCY does not own automobiles the AGENCY 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.
4. Commercial Crime or Third Party Fidelity Bond- The commercial crime policy or fidelity bond shall include coverage for employee dishonesty on a blanket basis with limits of not less than the full amount of this agreement as specified in Article II, Section 1 or as amended from time to time. The bond shall be endorsed to cover third-party liability and shall include a third-party beneficiary clause in favor of the COUNTY. The bond shall include a minimum twelve (12) month discovery period when written on a claims-made basis.
5. Professional Liability – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.

- iv. If the AGENCY is an agency 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 AGENCY may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the COUNTY.
- v. When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of AGENCY'S most recent annual report or financial statement. For policies written on a "Claims-Made" basis the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. 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 Contract the AGENCY 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 AGENCY of the obligation to provide replacement coverage.
- vi. The AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- vii. 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.
- viii. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- ix. The AGENCY 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 Contract. In addition to the certificate(s) of insurance the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above (Exhibit XX). 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 AGENCY 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 Contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Linda Carson
Purchasing and Contracts Division
400 East South Street
Orlando, Florida 32801

Section 6. Term and Termination. The term of this License shall be for five (5) years commencing from the date of full execution of this Agreement. The parties understand and agree that this Agreement is a license to enter upon Premise and confers no rights to occupancy of the Premises by the Licensee. The County, in its sole discretion, may terminate this license at any time, with no less than ninety (90) days written notice to the Licensee if termination is without cause.

Section 7. Evaluation. Each year during the term of this Agreement, the Organization shall submit monthly reports, twelve (12) in total, documenting the services it has provided on the Premises. Said reports must be provided to CAD's Division Manager or his/her designee, at the Community Center where services are provided. The report must be provided on or before the 5th business day of the month that follows each month. SEE ATTACHMENT "B" for the report format.

Section 8. Assignment. This Agreement is intended for the exclusive privilege and benefit of the undersigned; any assignment to another agency, department, entity, or person, is strictly prohibited and shall vest in the non-assigning party the immediate right to terminate, unless provided, in advance, by written instrument executed by both parties.

Section 9. No Third-Party Beneficiary. It is specifically agreed between the County and the Organization that this Agreement is not intended, by any of the provisions of any part of this Agreement, to create or establish in any third party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Agreement. The duties, obligations and responsibility of the County and the Organization with respect to third parties shall remain as imposed by law.

Section 10. Sovereign Immunity. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity under Section 768.28, Florida Statutes.

Section 11. Breach of Agreement. The failure of Agency, its employees or contractor(s) to comply with any covenant or condition of this Agreement shall constitute a breach of the Agreement. If the breach of this Agreement is not material and can be readily cured, the County may, in its sole and absolute discretion, give Agency ten (10) calendar days written notice and an opportunity to cure the breach within thirty (30) days before terminating this Agreement. Nothing herein shall be construed to interfere with the County's absolute right to terminate this License Agreement without cause.

Section 12. Compliance with Applicable Laws. The Agency shall observe and comply with all applicable federal, state and local rules, orders, laws and regulations pertaining to the use of the Premises. Nothing in this Agreement shall be construed to relieve Agency of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

Section 13. Effective Date. The effective date of this Agreement shall be the date it is executed by the County.

Section 14. Notices. All notices to either party shall be given by certified mail, return receipt requested, or in person with proof of delivery.

Notices to the County shall be submitted to:

Orange County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

And

~~LAW WILLIAMS~~ Division Manager
Orange County Family Services Department
Community Action Division
2100 East Michigan Street
Orlando, Florida 32806

Notices to the Agency shall be submitted to:

Sandra Fatmi, President
Pine Hills Community Council
6408 Jennings Road
Orlando, Florida 32818-5313

Section 14. Entire Agreement. The entire agreement between parties with respect to the subject matter herein is contained in this Agreement. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 10.3.17

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

Katie Smith
By: Deputy Clerk

Date: 10/27/17



**PINE HILLS COMMUNITY COUNCIL,
INC.**

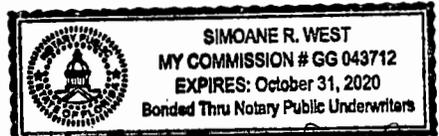
By: *Sandra Fatmi*
Sandra Fatmi

Printed Name

President

Title

Date: 8/28/17



Simoane R. West

NOTARY

EXHIBIT XX

LEASED EMPLOYEE AFFIDAVIT

TERM CONTRACT #Y _____

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

ATTACHMENT "A"

PROGRAM LOCATION

Pine Hills Community Center
6408 Jennings Road
Orlando, Florida 32818-5313

PROGRAM DESCRIPTION

Pine Hills Community Council, Inc. [PHCC] was established in 1972 as a 501(c)4, non-profit volunteer advocacy and civic group to improve the quality of life of its citizens. As a membership organization, the Council serves in a coordinating capacity among individuals, businesses, schools, churches, neighborhood associations, along with professional, service and social organizations, to actively advocate in behalf of local concerns and redevelopment. Its mission can be summed up by the motto: Preserving a Clean, Safe & Prosperous Community.

Days the services will be provided:

The services will be provided Monday, Wednesday, and Friday between 8:00 a.m. to 5:00 p.m. as scheduled with the Community Center Manager.

Services provided:

The Council seeks to promote working partnerships between the community, law enforcement, governmental and service agencies to address local issues. PHCC programs reach out to inform and educate Pine Hills citizens concerning issues of community importance so they are empowered as citizens to initiate self-advocacy and local action. Efforts are also broadly directed at the county, state and national levels to assure the continued vitality of a unique, family-friendly place to live and work.

Outcomes and Measureable Objectives:

The objective is to bring about solutions to issues that affect our residents in a negative way.

SAMPLE
ATTACHMENT "B"
PARTNER REPORT FORM

Name of Organization: Pine Hills Community Council, Inc.

Community Center: Pine Hills Community Center

Submitted for the month of: _____

Description of services provided	Number of clients served	National Performance Indicator(s) (NPI)	Number of clients achieving outcome (Provide supporting documentation)

Supporting documentation for outcome completion included with the report. Yes ___ No ___

 Name of staff submitting report

 Date