



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: October 27, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

FROM: Paul Sladek, Manager *PS*
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 ORANGE COUNTY, FLORIDA AND ASPIRE HEALTH PARTNERS, INC. AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, SEND NOTICES OF TERMINATION, AND APPROVE SPACE MODIFICATIONS, IF NECESSARY

PROJECT: License Agreement under Contract No. Y17-1088-LC
Juvenile Assessment Center
823 West Central Boulevard, Orlando, Florida, 32805
Lease File #5091

District 6

PURPOSE: To provide space for program use consistent with Contract No. Y17-1088-LC

ITEM: License Agreement
Revenue: None
Term: Until March 24, 2018
Options: Two, 1-year renewals

APPROVALS: Real Estate Management Division
Youth and Family Services Division
Procurement Division

REMARKS: Orange County ("County") and Aspire Health Partners, Inc. ("Aspire") entered into that certain "Contract # Y17-1088-LC" dated September 25, 2017, (the "Contract") pursuant to which County has contracted with Aspire to provide professional/consultation services in the area of Short Term Residential Shelter Program for Adult Victims of Human Trafficking as more specifically set forth in the Contract.

Pursuant to the Contract, Aspire is to enter into a license agreement with County if Aspire intends to use a County-owned facility in connection with the provision of services. The required form of license agreement is set forth as an exhibit to the Contract. This License Agreement implements those provisions of the Contract, and provides for Aspire's use of a portion of the Juvenile Assessment Center consistent with the Contract.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 14 2017

LICENSE AGREEMENT

Between

ORANGE COUNTY, FLORIDA

And

ASPIRE HEALTH PARTNERS, INC.

This License Agreement ("Agreement") is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("Licensor") and Aspire Health Partners, Inc., a Florida non-profit corporation, whose mailing address is 5151 Adanson Street, Orlando, Florida, 32804 ("Licensee") (each a "Party" and collectively "Parties").

RECITALS:

WHEREAS, Licensor is the owner of that certain real property located at 823 West Central Boulevard, Orlando, Florida, 32805, also referred to as the Juvenile Assessment Center ("JAC"); and

WHEREAS, the Licensee has been contracted through the Licensor to provide on-site short term residential housing services, as more specifically described in Orange County Contract No. Y17-1088-LC ("Contract"); and

WHEREAS, the Licensee seeks a license to utilize that certain portion of the JAC, as more specifically depicted outlined in red in **Exhibit "A"**, attached hereto and incorporated by this reference ("License Area") to provide services as set forth in the Contract (collectively referred to as "Services"); and

WHEREAS, the Parties desire to set forth the terms and conditions under which the Licensee will be permitted to use the License Area; and

WHEREAS, the Licensor has deemed the granting of this Agreement to serve a public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee do hereby agree as follows:

Section 1. **Grant of License and Purpose.** Licensor hereby grants an exclusive revocable license for the use of the License Area, from the date of execution of this Agreement by the last signing Party or the Licensor whichever is later (the "Commencement Date), to Licensee, its employees, and authorized agents in the performance of the Services.

Section 2. **Licensee's Use of the Property.** Licensee's use of the License Area shall be subject to, and in no way interfere with, the use of the JAC by the Licenser or any other authorized party. The Licensee agrees that its use of the Property be for the Services described in the Contract which shall include overnight housing for Service recipients. Licensee's use of the License Area for any purposes other than those identified in the Contract shall be deemed a breach of this Agreement and may result in its termination. From time to time, the Parties may agree to adjust the location and size of the License Area. Any such change shall be in writing and approved by the JAC Director.

Section 3. **Financial Contribution/Rent.** Licenser agrees that the Licensee's use of the License Area shall be deemed a portion of the compensation owed by the Licenser to the Licensee in accordance with the provisions set forth in the Contract. The Licensee acknowledges that use of the JAC as a portion of the compensation under the Contract does not relieve the Licensee of any other form of payment or restitution due to the Licenser as may otherwise be provided for under this Agreement.

Section 4. **Term and Termination.**

4.1 **Term.** The initial term of this Agreement shall be from the Commencement Date and shall continue until March 24, 2018, unless terminated as provided herein ("License Term"). The Lease Term may be extended for two (2) additional one (1) year terms each by the Licensee through the submittal of a written request to the Licenser no less than thirty (30) days prior to the end of the then current term ("Extension"). Extensions shall be at the sole discretion of the Licenser. Licensee and Licenser agree that any Extension shall be subject to the same terms and conditions set forth in this Agreement, unless otherwise amended or modified in writing and signed by both Parties. The Licenser's Real Estate Management Division Manager shall be authorized to approve and exercise the Extensions.

4.2 **Termination.** This Agreement may be terminated at any time by either Party, with or without cause, upon thirty (30) day written notice to the other, which shall be provided in accordance with Section 14 of this Agreement. The Licenser's Real Estate Management Division Manager shall be authorized to send notices of termination on behalf of Licenser.

Section 5. **Property "As Is."** The Licenser makes no representations about the condition of the License Area or its suitability for the Licensee's intended use. This Agreement is conditioned upon the Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS." Licenser shall not be responsible for providing any equipment required by the Licensee for the performance of Services contemplated under the Contract. Any equipment that may be available by the Licenser shall be accepted by the Licensee on an "AS IS" and "WITH ALL FAULTS" basis. Licenser shall not be responsible for providing any equipment necessary for the Licensee to perform the Contract Services.

Section 6. **Modifications and Restoration of License Area.**

6.1 **Modifications.** The Licensee shall make no modifications or alterations to the License Area or any associated equipment, if applicable, without prior written approval by the Licenser. Any such proposed modifications or alterations shall be submitted in writing to the

Licensor providing a full description, including sketches, drawings, or other demonstrative aids as may be necessary to depict the proposed modification or alteration. The Licensor shall, in its sole discretion, approve or deny any such requests which may include conditions for approval. All costs and expenses associated with any approved modification and/or alteration shall be the sole responsibility of the Licensee. Any unauthorized modifications or alterations to the License Area or associated equipment by the Licensee shall be deemed a breach and may result in termination of this Agreement. The Licensor's Real Estate Management Division Manager shall be authorized to approve any such modifications or alterations on behalf of Licensor.

6.2 Restoration of License Area. The Licensee shall ensure that the License Area and all associated equipment 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 the Licensee and shall be completed prior to the end of the License Term. Should the Licensee fail to restore the License Area or associated equipment to its original condition, the Licensor may, in its sole discretion, restore the License Area and equipment to its original condition and the Licensee shall be immediately liable for, and immediately reimburse Licensor for, all costs and expenses incurred by the Licensor resulting from such restoration. This provision shall survive the termination of this Agreement.

Section 7. Ownership of License Area. This Agreement shall not be deemed to create or confirm any ownership or possessor interest in any portion of the JAC or License Area.

Section 8. Maintenance and Parking.

8.1 Maintenance. The Licensor shall perform all required maintenance of the JAC and surrounding grounds, which shall include the License Area. Maintenance shall be limited to the JAC building operation systems (e.g. HVAC, electrical, plumbing, etc.), landscaping of JAC grounds, and JAC parking lot. Any maintenance requiring painting and/or flooring repairs, due to damage caused as a result of the Licensee's use of the License Area, shall be completed by the Licensor. Licensee shall reimburse the Licensor for all costs and expenses incurred by the Licensor for any such repairs. All janitorial services and supplies shall be the sole responsibility of the Licensee. The Licensee shall direct all specific maintenance issues directly to the JAC Director.

8.2 Parking. As parking for the JAC is limited, the Licensee shall limit the number of vehicles in the parking lot to only those individual staff members on-duty for that time period. No vehicles shall be permitted to remain overnight unless the owner is on-duty. Any unauthorized vehicles shall be towed from the property at the individual owner's expense.

Section 9. Utilities. The Licensor shall be responsible for the payment of all utilities including electric, telephone, water, sewer and garbage removal. The Licensor shall not be liable in any manner for damages to the Licensee, or for any other claim by the Licensee, resulting from any interruption in utility services.

Section 10. Hazardous Waste Disposal. Any hazardous waste or garbage requiring special handling (e.g. needles, contaminated material, etc.) shall be prepared for disposal and disposed of by the Licensee, at its sole cost and expense, in accordance with the associated disposal

requirements. No material deemed to be hazardous waste or requiring specific means of disposal shall be discarded with standard office waste.

Section 11. Building Access and Security Monitoring.

11.1 Building Access. The Licensors shall issue access cards to Licensee for those individuals who are authorized access to the JAC ("Employees"). The Licensee shall limit building access through secured areas to Employees only. Licensee shall not authorize nor permit access to the JAC to anyone other than Employees. Employees shall enter the JAC through the Licensee designated access point during the hours of 7:00 am to 7:00pm Monday through Friday, and 7:00am to 6:00pm Saturday and Sunday.

11.2 Security Monitoring. Licensors shall maintain security through the issuance of access cards to authorized Employees. The Licensee acknowledges and agrees that the Licensors shall have no obligation to provide any additional security measures as it relates to the JAC or License Area. The Licensee agrees that the Licensors does not guarantee the security of any equipment or personal property of any kind brought by the Licensee, its agents or employees, onto the JAC or License Area and that the Licensors 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.

11.3 Access Cards and Keys. Licensee is responsible for tracking and protecting any access cards or keys Licensors may issue to Licensee. Licensee will pay Licensors for the replacement of lost access cards, keys, and any necessary rekeying of locks associated with Licensee's lost keys. Upon termination of this Agreement Licensee shall return all issued access cards and keys to the JAC Director.

Section 12. Indemnification. Licensee will defend, indemnify, and hold harmless the Licensors, its officials, agents, and employees from and against all claims, suits, judgments, demands, liability, damages, costs and expenses, of any nature whatsoever, including reasonable attorney's fees and costs, arising directly or indirectly out of or caused in whole or in part by any act or omission of Licensee, its employees, agents, contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Licensors. Nothing contained herein shall be construed as a waiver of Licensors's sovereign immunity pursuant to Section 768.28, Florida Statutes, as may be amended from time to time. This paragraph shall survive the termination of this Agreement.

Section 13. Insurance.

13.1 For the duration of this Agreement, Licensee shall keep on file with the County current certificates of all required insurance on forms acceptable to the County. The certificates shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County and 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.

13.2 The following coverages are required:

13.2.1 Workers' Compensation – Licensee shall provide coverage for its employees within statutory workers' compensation limits, and no less than \$500,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

13.2.2 Commercial General Liability – Licensee shall provide coverage for 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, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separate to this Agreement or shall be at least twice the required occurrence limit. Sexual abuse and molestation coverage with limits of not less than \$1,000,000 per occurrence shall also be included for any provider of services directly to minors.

13.2.3 Business Auto Liability – Licensee shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, Combined Single Limit (CSL) or its equivalent.

13.2.4 Professional Liability – Licensee shall provide coverage for all professional services with limits of not less than \$1,000,000 per incident/occurrence. If coverage is written on a claims-made basis the policy shall have a retroactive date of no earlier than the commencement date of this Agreement.

13.3 Licensee shall require and ensure that each of its contractors and subcontractors (if any) providing Services hereunder procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified herein. Licensee shall immediately provide County with proof of such insurance upon request.

13.4 All such insurance required of the Licensee shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Any exceptions to the insurance requirements in this section shall be approved by the County in writing. Compliance with these insurance requirements shall not relieve or limit Licensee's liabilities and obligation under this Agreement. 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.

13.5 For 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, FL 32801

Section 14. **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of 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.

Licensor: Orange County, Florida
Attn: Manager, Real Estate Management Division
P.O. Box 1393
Orlando, FL 32802

Copy to: Orange County, Florida
County Administrator
P.O. Box 1393
Orlando, FL 32802

Copy to: Orange County, Florida
Attn: Manager, Procurement Division
400 East South Street, 2nd Floor
Orlando, FL 32801

Licensee: Aspire Health Partners, Inc.
Attn: President/CEO
5151 Adanson St.
Orlando, FL 32804

Section 15. **Assignment or Transfer.** Licensee shall not assign or transfer any interest, rights, or duties under this Agreement to any other party except upon written approval by the Licensor.

Section 16. **Permits and Licenses.** Licensee, with reasonable cooperation of but at no expense to Licensor, shall obtain any and all permits and applicable licenses which may be required for the Services conducted within the JAC.

Section 17. **Compliance with Applicable Laws.** The Licensee shall obtain and comply with all applicable federal, state and local rules, orders, laws and regulations pertaining to the use of the License Area.

Section 18. **Entire Agreement.** This Agreement contains the entire understanding between the Parties. Any change, amendment, or alteration shall be in writing and signed by both Parties. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof.

Section 19. **Waiver of Jury Trial / Resolving Disputes.** Both Parties hereby waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement. All claims, controversies, or disputes arising out of this Agreement shall be settled through a Site Based Management Team meeting. Should the Site Based Management Team fail to reach an acceptable resolution, the issue will be brought before the JAC Governing Advisory Board before the grievied Party seeks resolution through the courts.

Section 20. **Venue.** The venue for any legal action shall be in the Ninth Judicial Circuit, Orange County, Florida.

Section 21. **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 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 the holding. This Agreement shall be governed by the laws of the State of Florida.

Section 22. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

[signature page and exhibit follow]

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

Signed, sealed, and delivered
in the presence of:

Barry W. Davidson
Print Name: Barry W. Davidson

Gloria Mosby
Print Name: Gloria Mosby

“LICENSEE”

ASPIRE HEALTH PARTNERS, INC.
a Florida non-profit corporation

By: Richard Jacobs

Print Name: Richard Jacobs

Title: President/CEO

Date: 10/16/17

“LICENSOR”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Teresa Jacobs

Teresa Jacobs
Orange County Mayor

Date: 11.14.17

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

By: Craig A. Stopya
fol Deputy Clerk

Printed Name: Craig A. Stopya

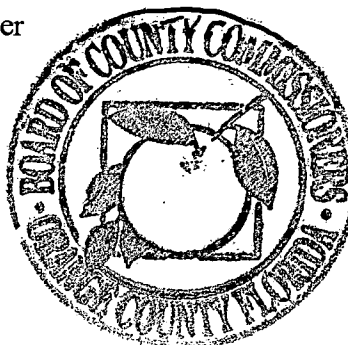


EXHIBIT "A"

Depiction of License Area

[see attached one (1) map totaling one (1) page]

Orange County JAC Emergency Exits

