



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

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 AND INICIATIVA ACCION
PUERTORRIQUENA, INC. AND DELEGATION OF AUTHORITY TO
THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE
RENEWAL OPTIONS AND SEND NOTICES OF TERMINATION, IF
NECESSARY

PROJECT: Hurricane Maria Relief Warehouse
1602 North Goldenrod Road, Orlando, Florida, 32807
Lease File #8003

District 3

PURPOSE: To provide warehouse space for use in connection with Hurricane Maria
relief efforts.

ITEM: License Agreement
Revenue: None
Size: 10,000 square feet
Term: Ninety (90) days
Options: Three, thirty (30) day renewals

APPROVALS: Real Estate Management Division
Animal Services Division

REMARKS: On or about September 28, 2017, Orange County ("County") granted Iniciativa Accion Puertorriquena, Inc. (the "Agency") temporary use of up to 10,000 square feet of space (the "Licensed Area") within County's warehouse and office facility at 1602 North Goldenrod Road, Orlando, Florida, 32807, to allow the Agency to store supplies and other goods being collected by the Agency for further delivery to Puerto Rico in connection with the Agency's humanitarian relief efforts directed at providing assistance to the island of Puerto Rico and its residents impacted by Hurricane Maria (the "Intended Use").

This License Agreement is being entered into by County and the Agency to set forth their mutual understanding of the terms and conditions applicable to the Agency's continued use of the Licensed Area for the Intended Use, including provisions related to existing conditions, repairs and maintenance, utilities, and required insurance. Pursuant to the License Agreement, the Agency may use the Licensed Area for the sole purpose of the Intended Use, and for no other use or purpose without the County's prior written consent, and the Agency is to provide monthly reports on the activities and/or services provided by the Agency for persons impacted by Hurricane Maria.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of the date fully executed below (the "**Effective Date**") by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, ("**COUNTY**") and INICIATIVA ACCION PUERTORRIQUENA, INC., a Florida non-profit corporation, ("**AGENCY**") hereinafter collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, COUNTY owns a warehouse building with limited office space located at 1602 North Goldenrod Road, Orlando, Florida, 32807 containing approximately 53,627 square feet and bearing Orange County Property Appraiser's Parcel Identification Number 23-22-30-0000-00-140 (the "**Property**"); and

WHEREAS, Hurricane Maria (the "**Hurricane**") made a direct landfall on Puerto Rico on September 20, 2017, resulting in widespread devastation and a humanitarian crisis for the residents of the island, including the 3.4 million United States citizens living there; and

WHEREAS, AGENCY is engaged in humanitarian relief efforts directed at providing assistance to the island of Puerto Rico and its residents impacted by the Hurricane (collectively, "**Relief Efforts**") and was in need of warehouse space with a dock to temporarily store supplies and other goods being collected by AGENCY for further delivery to Puerto Rico (the "**Permitted Use**") in connection with AGENCY's Relief Efforts; and

WHEREAS, the Property was identified as a suitable location for the AGENCY to use for the Permitted Use; and

WHEREAS, on or about September 28, 2017, (the "**Occupancy Date**") COUNTY granted AGENCY temporary use of the Property through verbal agreements to allow AGENCY to have immediate use of the Property for the Permitted Use; and

WHEREAS, such verbal agreements included an understanding that COUNTY and AGENCY would execute a legal binding agreement for the use of the Property as soon as practical and possible following the Occupancy Date; and

WHEREAS, COUNTY and AGENCY desire to enter into this Agreement to set forth their mutual understanding of the terms and conditions applicable to the AGENCY's use of the Property and the Licensed Space (hereinafter defined) as set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants herein contained, the Parties hereby mutually agree as follows:

1. GRANT OF LICENSE: COUNTY hereby grants to AGENCY, for the term, a nonexclusive license to enter upon and use up to 10,000 square feet (the "**Licensed Space**") of the approximately 39,863 square feet of warehouse space within the Property, for the sole purpose of the Permitted Use in furtherance of AGENCY's Relief Efforts and for no other use or

purpose without COUNTY's prior written consent, which consent may be withheld at the COUNTY's sole discretion. The exact location of the Licensed Space within the Property shall be as designated by COUNTY to AGENCY from time to time. COUNTY also hereby grants to AGENCY, for the term, a nonexclusive license for pedestrian and vehicular ingress, egress, access, and passage, over, on, upon, through, and across, such other portions of the Property as minimally necessary, and with the least amount of disruption as possible to COUNTY and/or to others making other use(s) of the Property, to transport supplies and other goods being stored by AGENCY at the Licensed Space to/from the Licensed Space to/from the public right-of-way known as North Goldenrod Road which abuts the eastern property line of the Property.

A. For avoidance of doubt, AGENCY shall make no use of any portion of the Property except for the Licensed Space as designated by COUNTY, and neither AGENCY, nor any officer, director, employee, agent, contractor, subcontractor, consultant, licensee, invitee, permittee, guest (including all persons entering upon the Property with the knowledge or consent of AGENCY), or volunteer of AGENCY (collectively, "Users") shall enter upon or into any portion of the Property other than the Licensed Space. Such areas off limits to AGENCY and its Users include, but are not limited to, all office areas of the Property.

B. Nothing in this Agreement shall prohibit COUNTY from granting to third parties other rights to use all or any portion of the Property during the term, and AGENCY expressly acknowledges that COUNTY and commissioners, officials, staff, counsel, employees, agents, contractors, subcontractors, consultants, licensees, invitees, permittees, and guests of COUNTY may be on or about the Property during the term for such purpose(s) and use(s) as COUNTY in its sole discretion shall choose to allow; provided, however, in no event shall such other purpose(s) and use(s) materially interfere with AGENCY's use of the Licensed Space for the Permitted Use.

2. TERM: This Agreement shall be for a term of ninety (90) days commencing on the Effective Date, and may renew for up to three (3) additional periods, each such additional period being thirty (30) days in duration, upon mutual written agreement of the parties, unless terminated as provided herein. The Manager of COUNTY'S Real Estate Management Division shall be authorized to approve said renewal.

3. TERMINATION: Either party, with or without cause, shall have the right to terminate this Agreement with thirty (30) days prior written notice to the other, and AGENCY agrees to vacate the Property and the Licensed Space within thirty (30) days of such notice.

4. AGENCY'S OBLIGATIONS: At all times during this Agreement, AGENCY shall be obligated to provide the following services:

A. Comply with all local, state, and federal regulations applicable to AGENCY, to the Relief Efforts, to the Property, and/or to use of the Licensed Space for the Permitted Use.

B. Document and provide COUNTY a written monthly report on the activities and/or services, including the Relief Efforts, provided by AGENCY for persons impacted by the Hurricane.

5. AS-IS USE: COUNTY makes and shall make no representation or warranty either express or implied regarding the condition, operability, safety, fitness for intended purpose or use of the Property and/or the Licensed Space. AGENCY specifically acknowledges and agrees that COUNTY shall allow AGENCY to use and AGENCY shall use the Property and the Licensed Space on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that AGENCY is not relying on any representations or warranties of any kind whatsoever, express or implied, from COUNTY and/or COUNTY's commissioners, officials, staff, counsel, employees, agents, contractors, subcontractors, and/or consultants, as to any matters concerning the Property and/or the Licensed Space, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, or physical condition of the Property; (ii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property; (iii) the value, use, habitability, or merchantability of the Property; (iv) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (v) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (vi) the compliance of the Property or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Property; (vii) the presence of hazardous or toxic materials on, under, or about the Property or the adjoining or neighboring property; (viii) the freedom of the Property from latent or apparent vices or defects; and/or (ix) any other matter or matters of any nature or kind whatsoever relating to the Property.

6. MAINTENANCE AND REPAIR: COUNTY will be responsible to maintain and repair the Property, including without limitation all building components and basic mowing service and trimming of existing landscaping, but only as minimally necessary to keep and maintain the Property and all improvements thereon in the same condition to which they existed on the Occupancy Date. For avoidance of doubt, nothing in this Agreement shall obligate County to improve the Property in any way beyond the condition existing on the Occupancy Date or to repair or fix any defect whatsoever in the Property (or in the improvements thereon) existing on the Occupancy Date. Further, AGENCY is not expected to, and without the prior written consent of COUNTY (which Consent may be withheld at the COUNTY's sole discretion) has no authorization to, perform any maintenance, repairs, improvements, etc. to any part or portion of the Property or the improvements thereon.

7. UTILITIES; SERVICES: AGENCY hereby acknowledges that there are presently no utilities being supplied to the Property, including without limitation no water, sewer, electricity, phone, cable, or internet, and that there are presently no security, janitorial, and/or pest control services provided to or for the Property. AGENCY hereby further acknowledges that it is COUNTY's and AGENCY's intent and understanding that there will be no utilities turned on or supplied to the Property (by either party) during the term, and that there will be no security, janitorial, and/or pest control services supplied to or for the Property (by either party) during the term. COUNTY shall not be liable in any manner for damages to AGENCY's business and/or to AGENCY's supplies, good, and/or inventory, or for any other claim by the AGENCY, resulting from the lack of utility, security, janitorial, and/or pest control services to the Property. AGENCY will be responsible to arrange for, and to promptly pay charges for, any trash collection services required by AGENCY in connection with its use of the Licensed Space for

the Permitted Use. For avoidance of doubt, absence of the above described utilities means that there shall be neither air conditioning nor functioning bathrooms available at the Property and/or the Licensed Space during the term.

8. INSURANCE: AGENCY shall procure and 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 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 AGENCY under this Agreement. AGENCY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains insurance until the completion of their respective services. 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.

A. Commercial General Liability - 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 \$1,000,000 (one million dollars) per occurrence for bodily injury or property damage, including damage to leased/rented premises and personal and advertising injury, and shall cover occurrences in or on any part of the Property and appurtenant lands. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

B. Workers' Compensation - 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 COUNTY.

C. Business Automobile Liability - 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 (five hundred thousand dollars) per accident. In the event AGENCY does not own automobiles, 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.

D. Professional Liability - AGENCY shall maintain coverage for all professional services rendered at the Property with limits of not less than \$1,000,000 (one million dollars) per occurrence or incident. For policies written on a "Claims-Made" basis AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the term of this Agreement, 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 AGENCY of the obligation to provide replacement coverage.

By entering into this Agreement, AGENCY agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of COUNTY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit AGENCY to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

AGENCY agrees to endorse 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.

Any request for an exception to these insurance requirements must be submitted in writing to COUNTY for approval.

Prior to the Effective Date, AGENCY shall provide COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, AGENCY shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy as required above. The certificates shall clearly indicate that AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. AGENCY shall notify COUNTY within thirty (30) days of any material change in or cancellation/non-renewal of insurance coverage. AGENCY shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to COUNTY five (5) business days prior to the effective date of the replacement policy(ies). It shall be the responsibility of AGENCY to ensure that coverage is bound and maintained for itself and its contractors for the term of this Agreement.

The certificate holder shall read: Orange County Board of County Commissioners
c/o Real Estate Management Division.

9. LIABILITY OF COUNTY: COUNTY shall not be liable to AGENCY or any other persons for any injury, loss, or damage to property or to any person on the Property.

10. ASSIGNMENT AND SUBLETTING: AGENCY agrees not to assign or in any manner transfer this Agreement or any estate or interest therein without the previous written consent of COUNTY.

11. ALTERATIONS. MECHANIC'S LIENS: AGENCY will not make any alterations, improvements, or additions in or to the Property, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems and equipment, without the prior written consent of COUNTY. Said consent shall be at COUNTY'S sole discretion and COUNTY reserves the right to reasonably require AGENCY to obtain additional insurance coverage as a result of any alterations, improvements, or additions in or to the Property undertaken by the AGENCY after COUNTY's consent. AGENCY shall pay for all charges for labor, services, and materials used

in connection with any improvements or repairs to the Property undertaken by AGENCY after COUNTY's consent. All such additions, improvements, or fixtures, except movable office furniture and technology/telecommunication equipment, shall become the property of COUNTY and remain upon the Property and be surrendered at the end of the Agreement.

Any mechanics liens against the Property due to AGENCY's use of the Property arising out of work performed by or for AGENCY after COUNTY's consent are hereby expressly prohibited and in the event of the filing of any Claim of Lien, AGENCY shall promptly satisfy same or transfer it to a bond; and AGENCY shall in any event protect COUNTY's interest in underlying real estate and shall hold COUNTY harmless against any such claims.

12. COVENANT AGAINST LIENS: AGENCY shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Property herein, or the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics, and laborers and other persons contracting with AGENCY with respect to the Property or any part thereof, are hereby charged with notice that they must look to AGENCY to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Agreement.

13. POSSESSION: AGENCY was granted non-exclusive possession and use of the Licensed Space on the Occupancy Date, and all terms and conditions set forth herein shall immediately commence upon the Effective Date.

14. INDEMNIFICATION & LIABILITY: To the fullest extent permitted by law, AGENCY shall defend, indemnify, and hold harmless COUNTY, and its commissioners, officials, staff, counsel, employees, and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including attorney's 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 AGENCY or AGENCY's Users, 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 COUNTY.

15. CONDEMNATION: The parties agree AGENCY shall receive notice of the commencement of any condemnation proceedings impacting all or any part of the Property within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY. If the whole or any part of the Property shall be taken by any public authority under the power of eminent domain, then COUNTY shall have the right to terminate this Agreement and declare the same null and void with such termination effective upon the day the possession of the whole or any part of the Property shall be taken for any public purpose

16. DESTRUCTION OF PROPERTY: If the Property shall, without fault of AGENCY, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, COUNTY, at its sole discretion may elect to rebuild or repair. If COUNTY so elects not to rebuild or repair, this Agreement shall terminate effective the date of said destruction.

17. DEFAULT: SURRENDER: If AGENCY should fail to keep and/or perform any of the terms, covenants, conditions, or provisions in this Agreement then COUNTY, upon becoming aware of the occurrence of a default, shall notify AGENCY of the default and its demand to cure the default. AGENCY shall have fifteen (15) days from the date of notice of default to cure said default, or to commence a cure of such default, which once commenced the AGENCY agrees and shall pursue continuously until the default is finally cured.

It may be lawful for COUNTY to declare said term ended and to re-enter upon the Licensed Space and to retake sole possession of the Licensed Space by process of law, or COUNTY may have such other remedy as the law and this instrument afford. AGENCY covenants and agrees that upon termination of the said term, at such election of COUNTY, or in any other way, AGENCY will surrender and deliver the Licensed Space peaceably to COUNTY, their agents and attorneys, immediately upon the termination of the said term.

18. SIGNS: AGENCY shall not install permanent, semi-permanent, or temporary signs and/or advertising on the Property without COUNTY's prior written approval.

19. WAIVER: One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act by AGENCY requiring COUNTY's consent or approval shall not be construed as a consent or approval to or of any subsequent similar act by AGENCY.

20. OBSERVANCE OF LAWS: AGENCY agrees to observe and comply with all local, state, and federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

21. ACCESS TO PROPERTY: Without limiting other rights reserved to County herein, COUNTY shall have the right to enter upon the Property and/or the Licensed Space at all reasonable hours for the purpose of maintenance, inspections, or conducting tests upon the Property. Such events shall not unreasonably interfere with AGENCY's use of the Licensed Space for the Permitted Use, except as is naturally necessitated by the nature of the work.

22. RELATIONSHIP OF PARTIES Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent between the parties hereto, nor as creating a partnership between the parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This Agreement shall be governed by the laws of the State of Florida. Any changes in applicable laws which govern this Agreement will necessitate a change in terms and conditions which may be affected thereby, at the time such changes may arise.

23. NOTICES: All notices, correspondence, and insurance certificates shall be forwarded to COUNTY at the following address:

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

With a copy to:

Orange County Attorney
P.O. Box 1393
Orlando, FL 32802

until the AGENCY is notified otherwise in writing; and all notices given to COUNTY hereunder shall be forwarded to COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until AGENCY is notified otherwise in writing. All notices given to AGENCY hereunder shall be forwarded to the following address:

Iniciativa Accion Puertorriquena, Inc.
Attn: Jimmy Torres-Velez, President
4545 Woodlands Village Dr.
Orlando, FL 32835

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. SUCCESSORS AND ASSIGNS: The covenants, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors, and assigns, as applicable, except that the right of AGENCY to assign or transfer in any way its interest under this Agreement is and shall be subject to the written consent of COUNTY as hereinabove provided, which provision is not intended to waive, qualify, or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

25. COUNTY RESERVATION FOR DISASTER RELIEF: Notwithstanding other provisions of this Agreement, COUNTY expressly reserves the right to utilize all or any part of the Property, including without limitation the Licensed Space, for disaster preparedness and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude AGENCY'S continued use of the Licensed Space to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Agreement.

26. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

27. HAZARDOUS SUBSTANCES: AGENCY shall not cause or permit the

presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. AGENCY shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

AGENCY shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which AGENCY has actual knowledge. If AGENCY learns or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, AGENCY shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Agreement, "**Hazardous Substances**" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Agreement, "**Environmental Law**" means Federal Laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

28. ENTIRE AGREEMENT: This Agreement and the attached exhibits constitute the entire Agreement between the parties with respect to the subject matter hereof. No prior written, contemporaneous or subsequent oral promises or representations shall be binding. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

29. SOVEREIGN IMMUNITY: Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as a waiver or attempt at a waiver of the COUNTY's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other limitations imposed on the COUNTY's potential liability under state or federal law.

[signature pages follow]

IN WITNESS WHEREOF County and Agency have caused this Agreement to be
executed effective as of the Effective Date.



Signed, sealed, and delivered
in the presence of:

Maria Luisa Cruz

Print Name: Maria Luisa Cruz

Notary Public

Print Name: _____

Date 10/12/2017

"AGENCY"

**INICIATIVA ACCION
PUERTORRIQUENA, INC.,**
a Florida non-profit corporation

By: [Signature]

Print Name: Jimmy Torres-Velez

Title: President

Date: 10-12-2017

Produce ID: License #



IN WITNESS WHEREOF County and Agency have caused this Agreement to be executed effective as of the Effective Date.

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

TJ
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. Stopysa*
for Deputy Clerk

Printed Name: Craig A. Stopysa

