



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: April 30, 2019

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

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

FROM: Alex Feinman, Leasing Program Manager *AF*
Real Estate Management Division

CONTACT PERSON: **Paul Sladek, Manager**

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

ACTION REQUESTED: Approval and execution of First Amendment to License Agreement for Road Improvements and Ingress and Egress by and between Orange County and Rosen Centre, Inc. and delegation of authority to the Real Estate Management Division to exercise renewal options and furnish notices required or allowed by the license, as needed

PROJECT: Convention Center Access Road between Rosen Hotel Complex and OCCC
9840 International Drive, Orlando, Florida 32819
Lease File #5005

District 6

PURPOSE: To continue to provide for operation and maintenance of an access road serving Rosen Centre's hotel guests and employees.

ITEM: First Amendment to License Agreement for Road Improvements and Ingress and Egress
Revenue: None
Size: 0.05 acres
Term: 5 years
Options: Three, 5-year renewals

APPROVALS: Real Estate Management Division
Orange County Convention Center
Risk Management Division

REMARKS: Pursuant to that certain “License Agreement for Road Improvements and Ingress and Egress” (“License Agreement”) between County and Tamar Rosen, Inc., now known as Rosen Centre, Inc. (“Rosen”), approved by the Board on November 10, 1994, Rosen constructed, and continues to operate and maintain, as access road on a portion of Orange County Convention Center (“OCCC”) property that connects the Rosen Centre Hotel to an OCCC access road known as Convention Way.

This action renews the License Agreement for an additional five years and provides for three additional 5-year renewals. This action also provides for updated insurance and indemnification language.

All other terms and conditions of the License Agreement shall remain in effect.

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**FIRST AMENDMENT TO LICENSE AGREEMENT
FOR ROAD IMPROVEMENTS AND INGRESS AND EGRESS**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT FOR ROAD IMPROVEMENTS AND INGRESS AND EGRESS (this “**First Amendment**”) is made effective as of the Renewal Date (hereinafter defined) and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, (“**County**”) and ROSEN CENTRE, INC., a Florida corporation formerly known as Tamar Rosen, Inc. (“**Rosen**” or “**Hotel**”).

RECITALS

A. County and Tamar Rosen, Inc., a Florida corporation, entered into that certain “License Agreement for Road Improvements and Ingress and Egress” (the “**License Agreement**”) approved by the Orange County Board of County Commissioners on November 10, 1998, pursuant to which County granted Rosen, upon those terms and conditions more particularly set forth in the License Agreement, a license to construct, operate, and maintain an access road upon a portion of the Orange County Convention Center to provide an additional access point for guests and employees of the hotel operated by Rosen on adjacent lands.

B. Tamar Rosen, Inc., a Florida corporation, legally changed its name to Rosen Centre, Inc., a Florida corporation, effective July 1, 2000.

C. Rosen has requested, and County has agreed, to extend the term of the License Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Rosen hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Definitions. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the License Agreement.

3. Term. County and Rosen hereby agree to extend the term of the License Agreement for one (1) additional term of five (5) years, commencing November 10, 2018 (the “**Renewal Date**”) and expiring November 9, 2023 (the “**First Extension Term**”).

4. Extensions. Upon the expiration of the First Extension Term, the term of the License Agreement may be extended for up to three (3) additional terms of five (5) years each, as outlined below, upon the mutual written consent of Rosen and County. The Manager of County's Real Estate Management Division is hereby authorized to consent to said extensions on behalf of County.

Term	Commencement Date	Expiration Date
"Second Extension Term"	November 10, 2023	November 9, 2028
"Third Extension Term"	November 10, 2028	November 9, 2033
"Fourth Extension Term"	November 10, 2033	November 9, 2038

5. Termination. Notwithstanding anything to the contrary, Rosen may terminate the License Agreement at any time, for any reason, upon thirty (30) days prior written notification to County. After such notice of termination, Rosen shall diligently remove the Access Road improvements and restore the Center Property to its original condition at the Rosen's sole expense, pursuant to Section 6 of the License Agreement.

6. Insurance. Section 5.3 of the License Agreement is hereby stricken in its entirety and replaced with the following:

5.3 Coverages Required

1. Workers' Compensation – Hotel shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability.
2. Commercial General Liability – Hotel shall provide coverage for all operations in the License area including, but not limited to Contractual, Products, and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.
3. Business Automotive Liability – Hotel shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. All Risk Property Insurance – Hotel shall provide standard, all risk property insurance covering all Hotel equipment and automobiles to the fullest insurable value thereof.
5. The County shall be specifically included as an additional insured by endorsement on the general and automotive liability policies.

All such insurance required of the Hotel 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 must be approved in writing by the County. Compliance with these insurance requirements shall not relieve or limit Hotel's liabilities and obligations under this contract. Failure of the County to demand such certificate 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 Hotel's obligations to maintain such insurance.

7. Indemnification. Section 5.4 of the License Agreement is hereby stricken in its entirety and replaced with the following:

5.4 Indemnification. To the fullest extent permitted by law, the Hotel shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever caused by the negligence of the Hotel, or its contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, including but not limited to Hotel guests and chauffeurs making use of the License Area; excepting those acts or omissions arising out of the sole negligence of the County.

8. Effect; Conflicts. Except as set forth in this First Amendment, all other terms and provisions of the License Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the License Agreement, the provisions of this First Amendment shall control.

9. Counterparts. This First Amendment may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(signature pages follow)

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IN WITNESS WHEREOF, County and Rosen have caused this "First Amendment to License Agreement for Road Improvements and Ingress and Egress" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Renewal Date.

COUNTY:

(Official Seal)



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: 21 May 19

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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name

IN WITNESS WHEREOF, County and Rosen have caused this "First Amendment to License Agreement for Road Improvements and Ingress and Egress" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Renewal Date.

ROSEN:

Signed, sealed, and delivered
in the presence of:

ROSEN CENTRE, INC.,
a Florida corporation

Witness: Alberta Mashoudi

By: 
Harris Rosen

Print Name: ALBERTA MASHOUDI

Witness: Marie Lowe

Title: Chairman and President

Print Name: MARIE LOWE

Date: 4/15/19