





July 11, 2019

To: Mayor Jerry L. Demings  
And the Board of County Commissioners

Thru: Danny Banks, Deputy County Administrator 

From: Louis A. Quiñones, Jr., Chief of Corrections  
Orange County Corrections Department 

Contact: Rickey L. Dumas, Deputy Chief of Operations,  
Orange County Corrections Department

Subject: Approval of the Facility Use Agreement between Orange  
County, Florida and The First Baptist Church of Orlando,  
Inc. regarding Emergency Shelter

The existing agreement between The First Baptist Church of Orlando, Inc. (Church) and Orange County expires September 9, 2019. Under the agreement the Church provides county employees and family members use of a facility for emergency shelter during a declared emergency. The Church property is located in close proximity to Orange County Corrections and other County facilities, making this an ideal location for the shelter. Orange County is solely responsible for the security, supplies, and trained staff to manage and perform all functions necessary for the operation of the shelter during a declared emergency. The new agreement will be for a period of one year with up to four automatic one year renewals.

**ACTION REQUESTED:**

Approval and execution of Facility Use Agreement between The First Baptist Church of Orlando, Inc. and Orange County, Florida regarding Emergency Shelter for a period of one year to continue to provide an emergency shelter facility for Orange County employees and family.

cc: Rickey L. Dumas, Deputy Chief, Operational Services  
Anthony D. Watts, Sr., Deputy Chief, Administrative Services  
Lee Isbell, Senior Monitoring and Evaluation Coordinator  
File

BCC Mtg. Date: August 06, 2019

**FACILITY USE AGREEMENT**

**between**

**THE FIRST BAPTIST CHURCH OF ORLANDO, INC.**

**and**

**ORANGE COUNTY, FLORIDA**

**regarding**

**Emergency Shelter**

This Facility Use Agreement (“Agreement”) is entered into by and between The First Baptist Church of Orlando, Inc., a not-for-profit Florida corporation, whose principal address is 3000 South John Young Parkway, Orlando, Florida 32805 (“Church”), and Orange County, Florida, a charter county and political subdivision of the State of Florida, whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“County”). Church and County may also individually be identified as a “party” and collectively as “parties.”

**RECITALS**

**WHEREAS**, the County maintains and supports ongoing daily operations of Orange County Government during any actual or anticipated emergency, to ensure life-sustaining services are maintained for the duration of the emergency situation; and

**WHEREAS**, the Church owns and maintains a facility located in close proximity to certain County facilities (“Facility”); and

**WHEREAS**, the Church has agreed to permit the County’s use of its Facility during times of declared emergencies (collectively “Emergency”); and

**WHEREAS**, the parties have agreed to enter into this Agreement in order to establish parameters for the County’s use of certain designated area(s) of the Facility as a shelter for Orange County employees, and their respective family members during such Emergency.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by reference.

Section 2. **Liaisons.** Each party shall designate an individual to serve as a liaison, with respect to this Agreement, and shall notify the other of the name and contact information for their respective liaison.

Section 3. **County's use of Church Facility.**

3.1 The parties agree that the County's use of the Facility shall be subject to the Church meeting its responsibilities to its congregation, pupils and employees and barring any unforeseen circumstances.

3.2 The Church shall determine the specific area(s) of the Facility which shall be permitted for use by the County (hereinafter referred to as "Shelter").

3.3 The parties agree that use of Shelter shall be restricted to Orange County employees, as well as the immediate family members of Orange County Corrections Department ("OCCD") employees who are on duty during the Emergency (collectively referred to as "Shelter Occupants" or "Occupants"). The parties agree that priority for Shelter space shall be given to OCCD family members.

3.4 At no time shall the Shelter be used to house more than 200 people, including staff.

3.5 At the opening and closing of the Shelter, representatives from both the Church and County shall perform a survey and inspection of the Shelter to determine the condition of the Shelter. Party representatives shall identify any existing conditions, as well as any damage that may have incurred as a result of the County's use of the Shelter. The findings of such inspection(s) shall be documented on the Activation / Deactivation Form, attached hereto and incorporated by reference as Exhibit "A," and signed by authorized representatives of both parties.

3.6 Within fourteen (14) days from the end of the Emergency, the County shall ensure that the Shelter is cleaned and returned to the Church in the condition it was at the time the County took possession.

3.7 The County shall be responsible for the reimbursement of all reasonable costs incurred by the Church to repair any damage caused by the County's use of the Shelter. Invoices received from the Church for such repairs shall be paid within forty-five (45) days of receipt.

Section 4. **Shelter Activities and Supplies.**

4.1 County agrees to exercise reasonable care in the conduct of its activities in the Shelter and shall ensure that use or possession of alcohol, tobacco products, illegal drugs,

fireworks and/or firearms are strictly prohibited. No pets shall be permitted in the Shelter during the Emergency.

4.2 Any and all security provided for Shelter Occupants shall be the sole responsibility of the County. No form of security or security services shall be provided by the Church.

4.3 County shall be solely responsible for providing all supplies necessary to support the Shelter Occupants for the duration of the Emergency. Such items may include, but shall not be limited to, non-perishable food, blankets, toilet paper, paper towels, water, mattresses, and other necessary items.

4.4 County shall provide a sufficient number of trained staff members to manage and perform all functions necessary for the operation of the Shelter during the Emergency.

**Section 5. Term and Termination.**

5.1 The term of this Agreement shall be for a period of one (1) year from the date of execution by the last signing party and will be automatically renewed thereafter for up to four (4) additional one-year periods unless otherwise terminated by either party.

5.2 Either party may terminate this Agreement, at any time, either with or without cause. The terminating party shall provide the other party thirty (30) days written notice prior to such termination.

**Section 6. Notices.** Any notice required or permitted under this Agreement shall be delivered by hand delivery, express courier, or United States Postal Service certified mail with return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to the applicable County and Church liaisons at the addresses provided herein, or such other addresses as specified by written notice provided in compliance with this Section.

**For the County:**

Orange County Administrator  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Copy to:**

Orange County, Florida  
Attn: Contract Administrator  
3723 Vision Blvd.  
Orlando, Florida 32839

**For the Church:**

The First Baptist Church of Orlando, Inc.  
Attn: Pastor of Administration  
2550 South John Young Parkway  
Orlando, Florida 32805

Section 7. **No Cost to County.** Except as otherwise provided for herein, use of the Shelter by the County under this Agreement shall be at no cost to the County.

Section 8. **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 attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's 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. The County's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes, as may be amended by the Florida State Legislature. 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 or any kind of acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 9. **Counterparts.** This Agreement may be executed by the Church and County in one or more counterparts.

Section 10. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof is found to be invalid by a Court of competent jurisdiction, such finding shall not affect the remaining portions of this Agreement which shall remain in full force and effect.

Section 11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

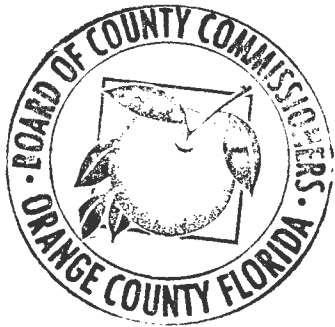
Section 12. **Venue and Litigation.** In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Ninth Judicial Circuit, in Orange County, Florida. Regardless of the legal outcome of any litigation that arises under this Agreement, each party shall be responsible for its own costs and attorneys' fees.

Section 13. **Entire Agreement.** This written agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

Section 14. **Amendments or Modifications.** Any amendments, modifications or changes to this Agreement shall be made in writing and approved by both parties.

Section 15. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating a relationship of principal/agent, employer/employee, or joint venture or partnership between the Church and County.

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



**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Bryan W. Brooks*  
for Jerry L. Demings  
Orange County Mayor

Date: 6 Aug 19

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

By: *Katie Smith*  
Deputy Clerk

Date: AUG 06 2019

**THE FIRST BAPTIST CHURCH OF ORLANDO,  
INC.**

By: *Matthew Robinson*

Printed Name: Matthew Robinson

Title: Pastor of Administration

Date: 6/30/2019

**EXHIBIT "A"**

**FACILITY USE ACTIVATION / DEACTIVATION FORM**

Date of Activation: \_\_\_\_\_

Date of Activation Inspection: \_\_\_\_\_

The First Baptist Church of Orlando, Inc. inspection performed by:

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Orange County, Florida inspection performed by:

\_\_\_\_\_  
Signature (Director of Public Safety or their designee)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Findings of Activation Inspection: \_\_\_\_\_  
\_\_\_\_\_

Date of Deactivation: \_\_\_\_\_

Date of Deactivation Inspection: \_\_\_\_\_

The First Baptist Church of Orlando, Inc. inspection performed by:

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Orange County, Florida inspection performed by:

\_\_\_\_\_  
Signature (Director of Public Safety or their designee)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Findings of Deactivation Inspection: \_\_\_\_\_

\_\_\_\_\_