



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 06 2015 *JLH/BC*

September 3, 2015

AGENDA ITEM

TO: Mayor Teresa Jacobs
And
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

Lonnie C Bell Jr

FROM: Sherry Paramore, Manager
Community Action Division

[Signature]

**CONTACT: Mike Robinson, Health and Family Services Administrator
(407) 836-8918**

**SUBJECT: License agreement with Take Action for Taft for Taft Community Center
October 6, 2015 Consent Agenda**

Orange County's Family Services Department, through its Community Action Division, operates and manages Taft Community Center. Take Action for Taft is a non-profit organization that requests use of designated space at Taft Community Center to provide services beneficial to the citizens and general public of Orange County. This license agreement sets out conditions of the use of space and of the community partnership with Community Action Division. The term of the license agreement is one year with two additional 1 year automatic renewals.

ACTION REQUESTED: Approval of License Agreement between Orange County, Florida and Take Action for Taft regarding the use of Orange County's Community Centers for Taft Community Center.

/SP

Attachment

- C: George A. Ralls, M.D., Deputy County Administrator
- Lonnie Bell, Director, Family Services Department
- Wanzo Galloway, County Attorney's Office
- John Petrelli, Risk Management
- Jamille Clemens, Finance
- Patria Morales, Management & Budget Advisor
- Yolanda Brown, Fiscal Manager

OCT 06 2015 JLB/LC

LICENSE AGREEMENT
Between
ORANGE COUNTY, FLORIDA
And
TAKE ACTION FOR TAFT

Regarding the
USE OF ORANGE COUNTY'S COMMUNITY CENTERS

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between Orange County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **Take Action for Taft**, 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 **Taft Community Center** located at **9450 S. Orange Avenue, Orlando, Florida 32824-8333** 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: 1st Saturdays of January, March, May, July, September and November from 10:00 a.m. to 12:00 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, lawns, sidewalks, pavements, 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 (Exhibits 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 initial term of this License shall be for one (1) year commencing from the date of full execution of this Agreement with two (2) additional one (1) year automatic renewals. The maximum term of this Agreement shall be for no more than three consecutive (3) years 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 Agency. The County, in its sole discretion, may terminate this license at any time.

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

Sherry Paramore, Manager
Orange County Family Services Department
Community Action Division
2100 East Michigan Street
Orlando, Florida 32806-4914

Notices to the Agency shall be submitted to:

Julian Dominy, President
Take Action for Taft, Inc.
9450 S. Orange Avenue
Orlando, Florida 32824-8333

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: 10.6.15

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

Katie Smith
By: Deputy Clerk

Date: Katie Smith

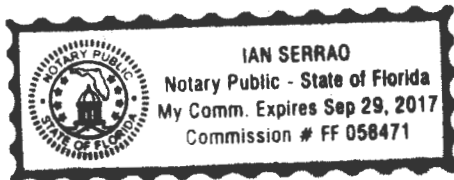
TAKE ACTION FOR TAFT, INC.

By: *Julian A. Dominy*

Printed Name Julian Dominy

Title President

* Date: 6/8/15



Sworn to (or affirmed) and subscribed before me on
his 8th day of June, 2015
By: *Julian Dominy*
(Name of Person Making Statement)

Ian Serrao
(Print, Type or Stamp Commissioned Name of Notary)

Ian Serrao
(Signature of Notary)

Personally Known Yes
Type of I.D. Produced [Redacted]

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

Taft Community Center
9450 S. Orange Avenue
Orlando, Florida 32824-8333

PROGRAM DESCRIPTION

Take Action for Taft serves the families and residents of Taft by initiating community improvement projects based on resident input and feedback from surveys. Take Action for Taft also serves as the community advocacy group that addresses issues of importance and facilitates residents' involvement.

Days the services will be provided:

The services will be provided on the 1st Saturdays of January, March, May, July, September and November from 10:00 a.m. to 12:00 p.m. as scheduled with the Community Center Manager.

Services provided:

Community improvement projects, sponsor community activities and events.

Outcomes and Measureable Objectives:

The Agency will provide data to the County as specified to demonstrate that provision of county space at no cost is justified.

SAMPLE
ATTACHMENT "B"
PARTNER REPORT FORM

Name of Organization: _____

Community Center: _____

Submitted for the month of: _____

| Description of services provided | Number of clients served | 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

CERTIFICATE OF INSURANCE

This certifies that STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
 STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
 STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder TAKE ACTION FOR TAFT INC
 Address of policyholder 9450 S ORANGE AVE
ORLANDO, FL 32824
 Location of operations ORANGE COUNTY
 Description of operations NON-PROFIT ORGANIZATION

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD | | LIMITS OF LIABILITY (at beginning of policy period) |
|---|---|----------------|-----------------|--|
| | | Effective Date | Expiration Date | |
| 98-QC-4729-4 B | Comprehensive Business Liability | 04/06/2015 | 04/06/2016 | BODILY INJURY AND PROPERTY DAMAGE |
| This insurance includes: | | | | |
| <input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/> | | | | Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000 |
| | EXCESS LIABILITY | POLICY PERIOD | | BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) |
| | <input type="checkbox"/> Umbrella <input type="checkbox"/> Other | Effective Date | Expiration Date | Each Occurrence \$ Aggregate \$ |
| | Workers' Compensation and Employers Liability | | | Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$ |
| POLICY NUMBER | TYPE OF INSURANCE | POLICY PERIOD | | LIMITS OF LIABILITY (at beginning of policy period) |
| | | Effective Date | Expiration Date | |
| | | | | |
| | | | | |

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 0 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

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

Signature of Authorized Representative _____
 CSF _____ 04/16/2015
 Title _____ Date _____

Agent's Code Stamp

AFO Code F352