

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
Laura Kelley, Executive Director

FROM: Joseph Passiatore, General Counsel
Linda S. Brehmer Lanosa, Deputy General Counsel



DATE: February 17, 2016

RE: Headquarters Building Meeting Room Use Policy

BACKGROUND

The Central Florida Expressway Authority ("CFX") receives requests to allow use of conference rooms located in administrative headquarters building for professional learning activities, civic and governmental meetings, and other symposiums. CFX has accommodated, and is willing to continue to accommodate, such use, subject to certain safeguards and limitations appropriate to a publicly owned and operated facility.

The attached Resolution updates the existing policy by updating the name to Central Florida Expressway Authority and adding a refundable deposit in the event of damage, repairs or cleaning expenses.

REQUEST

Board adoption of the attached Resolution allowing professional associations, governmental entities, and registered 501(c) nonprofit organizations to reserve and use first floor rooms in the administrative headquarters building of CFX.

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADOPTING AND APPROVING
A HEADQUARTERS BUILDING MEETING ROOM
POLICY**

WHEREAS, the Central Florida Expressway Authority (“CFX”) is frequently requested to allow usage of its administrative headquarters building for professional learning activities, civic and governmental meetings, and other symposiums; and

WHEREAS, CFX is willing to accommodate such usage subject to certain safeguards and limitations appropriate to a publicly owned and operated facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. CFX may allow any professional association, civic or governmental organization to utilize available first floor meeting space if the organization enters into a CFX Application to Reserve and Use CFX Facilities (Exhibit A) with CFX at least 14 days prior to the meeting. Such usage shall be authorized by the Executive Director or his/her designee and any revisions made to the Application must be approved by CFX’s General Counsel.

Section 2. Governmental agencies and registered 501(c) non-profit organizations may use CFX’s first floor meeting space free of charge. All other organizations shall pay \$100 per room per day. All organizations shall provide a refundable security deposit to cover the cost of repairs, damage, cleaning, or other expenses incurred as a result of the organization’s use. CFX reserves the right to refuse, cancel or revoke any organization’s ability to use CFX’s meeting space at any time.

Section 3. CODIFICATION. This Policy shall be codified in CFX’s Index of Policy and Procedures under Miscellaneous MISC-1.

Section 4. EFFECTIVE DATE. This Policy shall become effective upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2016.

Welton Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

APPLICATION TO RESERVE AND USE CFX FACILITIES

(Submit 14 days prior to Event)

Applicant: _____
Address: _____
Telephone: _____ Email: _____
Contact Person: _____ Title: _____
Telephone: _____ Email: _____

Event: Event Name: _____
Event Date: _____ Start Time: _____ End Time: _____
Event Purpose: _____
Number Attending: _____ (Capacity restrictions apply)
Description of Activity/Function: _____

Request to Serve: ☐ Food ☐ Beverages (No Alcohol)

Requested Area to Reserve ("Reserved Area")

The CFX building is open from 8 a.m. to 5 p.m. No equipment will be provided by CFX.

CFX Administration Building: ☐ Boardroom (120 existing chairs; 150 seated, 60 classroom)
☐ Pelican (Room 107) (70 seated or 48 for a classroom setup)
☐ Ibis (Room 150) (60 seated or 40 for a classroom setup)

Special Arrangements: _____
Other: _____

Required Attachments:

☐ Brochure, Flyer, or Advertisement of Event
☐ Description of Proposed Use
☐ Certificate of Insurance
☐ \$300 Refundable Deposit**

Fees:

☐ \$100/Room/Day Set Up and Use Fee*
☐ Staffing Fee (if Required)

*All payments must be made by check or money order payable to the "Central Florida Expressway Authority." If the Applicant is a governmental agency, professional association or a registered 501(c) nonprofit civic organization, the use fee **may** be waived.

**A bill will be sent to the Applicant for additional or unforeseen charges, including cleaning and repairs. The Applicant is responsible for all cleanup. The Reserved Area must be left in the condition it was rented or the refundable deposit will not be returned. Subject to deductions for damage, repairs, cleaning and other expenses, the refundable deposit will be returned by mail to the Applicant within two weeks of the event.

On behalf of my group/organization, I represent and warrant that the person signing below is duly authorized to sign this Application to which the Applicant and its employees will be bound.

APPLICANT (print name): _____
Signature: _____ Date: _____

**TO BE COMPLETED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")
PRIOR TO EVENT**

(Initial if Ready for Review:____)

In reliance upon the Applicant's representations and commitments, CFX grants a non-exclusive, revocable license to use the above-described CFX Reserved Area on the date and time specified above, and for the limited purpose of the activities described above, subject to the terms, conditions, and charges set forth herein and below, including the right to cancel or rescind the reservation and right of entry.

Approved By: _____ Date: _____
Executive Director

APPROVED AS TO FORM: _____ Date: _____
General Counsel / Deputy General Counsel

CFX FACILITY USE TERMS AND CONDITIONS

1. **Coordination.** The Event shall be coordinated with CFX. Coordination with CFX shall be accomplished through contact and cooperation with Facilities Supervisor at (407) 690-5000 at least one (1) week in advance.
2. **Indemnification.** The Applicant shall indemnify, defend and hold CFX, its officers, directors, employees, agents, and servants, harmless from all liability for any injury or damage which occurs on any property or in any facility made available to the Applicant by CFX pursuant to this Application and which occurs prior, during, or after the course of the Event or any program or activity sponsored by the Applicant. This agreement to indemnify, defend, and hold CFX harmless includes an obligation to indemnify and hold CFX harmless for liability for any negligence on the part of CFX, its officers, directors, employees, agents, and servants. CFX gives specific consideration for this indemnification provision by charging the Applicant a fee that is less than fair market value. By signing this Application, the Applicant acknowledged the benefit and sufficiency of this consideration. The Applicant's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgment, and settlement of any complaint, claim or legal action.
3. **Insurance Requirements.** The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Applicant's activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Application. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or

failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the Applicant's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements. The Applicant shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At the Applicant's expense, all limits must be maintained. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.

- a. Commercial General Liability: Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent, with a deductible of no more than \$500, and Two Million Dollars (\$2,000,000) aggregate combined single limits covering bodily injury, property damage, personal injury and liability. CFX shall be listed as an additional insured utilizing an endorsement form. The general liability policy must provide coverage for contracted liability thus negating the need to name CFX as an additional insured.
4. Assumption of Risk; Release; Sovereign Immunity. Applicant, on behalf of its employees, contractors, agents, and invitees assumes the risk associated with any activities arising out of this Application, the Event, or on or around CFX Property. Applicant, on behalf of itself, its employees, contractors, agents, and invitees, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, agents, or invitees may suffer or incur in connection with this Application, the Event, or any program or activity sponsored by the Applicant. Nothing contained in this Application shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.
5. CFX's Reservation of Rights. CFX reserves the right to: (a) cancel this Reservation if it is found that the Reserved Area is needed for CFX use; (b) to rescind and cancel this Reservation at any time when the proposed use of the Reserved Area is harmful to the best interest of CFX, its property, its safety, or the convenient operation of its ongoing operations; and (c) to require additional staff, custodians, security officers or equipment operators depending on the type of event at the expense of the Applicant.
6. Regulations: In order to use the CFX Reserved Area as outlined in the Application, Applicant agrees to the following:

- a. To pay all charges and fees to CFX for using CFX facilities, equipment and services. An Applicant that has outstanding obligations or debts to CFX will not be permitted to use CFX facilities until such time as all of those obligations are satisfied.
- b. To be responsible for the character, acts and conduct of all their officers, employees, agents, contractors, invitees, participants and guests admitted to a CFX facility, building, or site. CFX reserves the right to remove any individual from CFX property.
- c. To comply with all applicable federal and state laws and all local ordinances, as well as CFX rules and procedures and to ensure that no one is excluded from participation in or subjected to discrimination on the basis of disability, age, race, color, religion, sex, national origin, ethnicity, veteran status or any other classification protected by federal or state laws. The Applicant agrees to adhere to the provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and all laws protecting the rights of the disabled.
- d. To be responsible for acquiring all necessary permits and licenses required for the Event and to agree not to do or cause anything to be done on CFX property that shall violate any laws, ordinances, rules or requirements, or which in any way increases the conditions of or cancels or invalidates any insurance policy.
- e. To be responsible for all CFX equipment, which is lost, stolen or damaged. The Applicant will be responsible for damages including the replacement cost, as well as cleaning expenses.
- f. To only use CFX's name, insignia, logo, picture or any other material with prior written CFX approval. CFX requires prior review of all material produced, which uses CFX's name, insignia, logo or picture.
- g. To be responsible for your own officers, employees, agents, contractors, invitees, participants, and guests, and to ensure that they use CFX facilities in a safe and careful manner.
- h. To request prior written approval to bring any electrical equipment onto CFX grounds and connect it to electrical service. All Applicant equipment must be removed from CFX promptly following the scheduled event. If there is any delay, CFX may remove the Applicant's equipment at Applicant's expense and dispose of it after 72-hour notice via electronic mail.
- i. To limit the number of occupants to the safe capacity of the room or facility as determined by CFX. The Event will not exceed the designated capacity. CFX reserves the right to terminate an event immediately if the event exceeds the legal capacity of a room/facility.
- j. To provide first aid services. CFX may require the Applicant to provide first aid personnel on site depending on the nature of the event.
- k. To provide an authorized representative who will be in attendance and in charge of your event at all times.
- l. To notify CFX of any event changes at least forty-eight (48) hours prior to the start of the Event. Approval of all changes is at CFX's sole discretion. Any changes may result in additional charges not anticipated in the original estimate. At the conclusion of the Event, CFX will inspect the Reserved Area to determine if the reserved area requires additional cleaning or was damaged. The cost of cleaning and repairs as well as any other unforeseen expenses will be deducted from the refundable deposit. Within two (2) weeks after the Event, if not sooner, CFX will provide the Applicant

with its After Event Inspection Report and the remaining portion of the refundable deposit.

- m. To get CFX prior written approval for all use of decorations, scenery, exhibits, banners, posters, bleachers, platforms and any other equipment. Any device capable of producing an open flame is prohibited with the exception of chafing dishes. Scenery and exhibits may be required to be appropriately flame retardant.
- n. To require all visitors to enter through the main entrance and wear visitor security badges.
- o. To limit use of the CFX Facility to the 1st floor and to prohibit entry into the first floor offices or the second and third floor.
- p. To take the premises as they are at the time of the event. No removal of or change to CFX property shall be made without the prior consent of CFX's Facilities Supervisor and CFX's Executive Director. If consent is granted, CFX property shall be returned to its original condition.
- q. To forbid the use or storage on any part of CFX property of any flammable or explosive substance or any items prohibited by law or ordinance or excluded from fire insurance.
- r. To remove from CFX property all trash, especially food products, prior to vacating the building and to remove all of Applicant's equipment and material as soon as possible after the Event and not later than one (1) hour following final use unless permission is provided from the Facilities Supervisor or his designee. Anything not removed within this time frame will be subject to storage and disposal fees.
- s. To allow all materials, equipment, and deliveries to be subject to inspection and approval by CFX at any time.
- t. No possession of any unlawful or dangerous instrument, device or material. Nothing will be done which will injure or harm any person(s) or damage CFX property or use CFX property for any unlawful, unauthorized or offensive purpose.
- u. No use or possession of unlawful drugs on CFX property.
- v. No possession or use of any alcoholic beverages is permitted on CFX property.
- w. No signs may be posted on CFX property without prior written CFX approval. All signs must be promptly removed following the Event. Signs may not be affixed to any CFX sign, building or property.
- x. CFX is a tobacco-free institution. Tobacco use is prohibited inside CFX's Administration Building, but allowed in designated areas outside the building.

7. Miscellaneous. This Application is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida. The Applicant may not assign this Agreement, in whole or in part, without the prior written consent of CFX. The Applicant is an independent contractor. No acts performed or representations made, whether oral or written by the Applicant with respect to third parties shall be binding on CFX. This Agreement contains the entire Agreement of the parties. Any and all modifications must be in writing, signed and dated by each party's authorized representatives. Any matters not expressly provided for herein would be at the discretion of the CFX Executive Director.

**AFTER EVENT INSPECTION AND
RETURN OF OR DEDUCTION FROM DEPOSIT**

Instructions: The Applicant is responsible for all cleanup. The Reserved Area must be left in the condition it was rented or the cleaning or repair charges and expenses will be deducted from the Refundable Deposit. If the cleaning or repair charges and expenses exceed the Refundable Deposit, a bill will be sent to the Applicant for the additional or unforeseen charges. If the Reserved Area passes inspection without additional cleaning or repairs, then the refundable deposit will be returned by mail to the Applicant within two weeks of the event.

Mailing Address to Return Refundable Deposit

Applicant: _____

Address: _____

City, State and Zip Code: _____

Event Name: _____

Event Date: _____

INSPECTION REPORT AND RECONCILIATION

Did the Reserved Area require additional cleaning? _____

Was the Reserved Area damaged or did it require repairs? _____

Was the Reserved Area vacated by close of business? _____

Description: _____

Cost or Expenses Incurred: _____

(Attach backup if available)

Inspected By: _____ Date: _____

Facilities Supervisor

Reviewed By: _____ Date: _____

Paralegal or Executive Assistant

Reconciliation:

Initial Refundable Deposit: \$ _____

Deductions: LESS \$ _____

Amount of Refund to be Returned: \$ _____ Initial upon Mailing: _____