



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: September 9, 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 Long-Term Parking Agreement Courthouse Garage by and between City of Orlando and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise renewal option and furnish notices, required or allowed by the agreement, as needed

PROJECT: Courthouse Garage – Employee Parking
46 East Amelia Street, Orlando, Florida 32801
Lease File #3001

District 5

PURPOSE: To continue to provide parking for employees at the Orange County Courthouse.

ITEM: Long-Term Parking Agreement Courthouse Garage
Cost: \$36,125.00 per month
Size: 425 parking spaces
Term: 5 years
Options: One, 5-year renewal

BUDGET: Account No.: 1248-043-0860-3620

APPROVALS: Real Estate Management Division
Administrative Services Department
County Attorney's Office
Risk Management Division

REMARKS: County currently rents 425 parking spaces for employees from the City of Orlando at the Courthouse Garage under an Agreement for Long-Term Parking at Courthouse Garage dated September 29, 2009, and renewed effective October 1, 2014 (Agreement). County does not have any further options to renew the Agreement.

This Long-Term Parking Agreement Courthouse Garage provides County with a new 5-year term, and one, 5-year renewal option, for such 425 employee parking spaces.

LONG-TERM PARKING AGREEMENT

COURTHOUSE GARAGE

THIS AGREEMENT, made and entered into this 1 day of October, 2019, by and between the CITY OF ORLANDO, a municipal corporation existing by and under the laws of the State of Florida ("CITY"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("COUNTY").

WHEREAS, COUNTY desires to obtain four hundred twenty five (425) parking spaces in the CITY's Courthouse Parking Garage (GARAGE) for a period of five (5) years here in after set forth; and

WHEREAS, the CITY has these spaces available in the GARAGE, and shall provide them to COUNTY on a per-space, per-month basis, with the addition of a one-time access card fee.

NOW THEREFORE, in consideration of the mutual premises and other good and valid consideration given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. **LOCATION OF SPACES.** The CITY shall make available four hundred twenty five (425) automobile parking spaces ("SPACES") in the GARAGE for COUNTY use, these SPACES being subject to all generally applicable CITY's Parking System's ("SYSTEM") rules and regulations, either presently in force or as may be hereafter adopted. The location of the SPACES shall be assigned solely by the CITY and the CITY reserves the right to change the SPACES location within the GARAGE. The CITY further reserves the right to change the SPACES location to another parking facility on a temporary basis upon thirty (30) days prior written notice to COUNTY if such change is necessitated by the repair, or maintenance; sale or alienation of any portion of the GARAGE; the results of any system parking studies or policies in effect relating to the SYSTEM; or for any other reason deemed reasonable by the CITY, solely. For the purposes of this AGREEMENT, the COUNTY has the option to increase or decrease the number of spaces by up to fifty (50) based on availability of spaces.

II. **TERM OF AGREEMENT.** The AGREEMENT shall be for a period of five (5) years, commencing on October 1, 2019 and terminating September 30, 2024.

III. **RENTAL CHARGE.** COUNTY shall pay the sum of Thirty six thousand and one hundred and twenty five dollars (\$36,125.00) plus tax, per month, which equals \$85.00 per space for 425 spaces ("RENT") for the term of this Agreement. The RENT shall be due and payable, 1) on or before the first day of each month of the term of the AGREEMENT beginning October 1, 2019, 2) for the full term of this AGREEMENT; and 3) without demand by the CITY. Payment shall be in accordance with the Florida Prompt Payment Act (Florida Statute Section

218.70). Should the term of this Agreement be renewed, pursuant to Section V. below, it is anticipated that the monthly rental charge may increase no greater than five percent (5%) per space.

IV. **CHANGES IN SYSTEM PARKING.** The provisions of this AGREEMENT for parking location within the GARAGE shall be subject to change at the option of the CITY upon thirty (30) days prior written notice to COUNTY, provided that the SPACES provided to COUNTY shall not be materially different from the parking spaces provided for general use in the SYSTEM. Changes to the SYSTEM may include, but not be limited to, the use of decals, the elimination of reserved spaces, or other methods or means of parking space utilization deemed appropriate by the CITY.

V. **RENEWAL OPTIONS.** COUNTY shall have the right to one (1) five (5) year renewal option to this AGREEMENT, upon the same terms and conditions as contained herein and immediately following the initial term hereof at a monthly rental increase of no more than 5% per space; provided, however, that no less than three (3) months prior to the termination of the term, COUNTY shall notify the CITY in writing of its desire to extend the AGREEMENT for an additional term of five (5) years. In the event COUNTY does not so notify the CITY, there shall be no future renewal option available hereunder.

VI. **ACCESS CARD FEE.** In addition to the RENT, COUNTY shall pay a non-refundable fee of ten and 00/100 dollars (\$10.00/SUM”) for each access card or replacement access card (CARD) that is lost, misplaced or stolen. Pursuant to that “Agreement for Long-Term Parking at Courthouse Garage”, dated September 29, 2009 and renewed by that “Agreement Renewal for Long-Term Parking at Courthouse Garage” dated October 1, 2014, COUNTY previously paid CITY the SUM for each CARD issued to COUNTY. Such previous SUM has been held in escrow by the CITY as a security deposit for each CARD. Pursuant to this AGREEMENT, CITY shall refund all outstanding balance held in escrow to COUNTY.

VII. **USE OF THE SPACES.** Any and all of the SPACES granted to COUNTY under the terms of this AGREEMENT shall be available only between the hours of 7:00 am and 7:00 pm, Monday through Friday, holidays, excluded. COUNTY further agrees that any vehicles parked in its rental spaces before or after the operative times memorialized in this Section shall be the responsibility of COUNTY solely, and it shall be the COUNTY’s sole obligation to ensure that all its rental spaces are made vacant with all reasonable speed, but in any event before the onset (7:00 am) of the next business day memorialized in this AGREEMENT. If COUNTY does not meet the requirements and obligations of this Paragraph, then COUNTY shall reimburse the CITY for all of its (the CITY’s) reasonable and provable expenses in making its rental spaces fit for normal business-day, CITY personnel and visitor use.

COUNTY hereby accepts the spaces in their present ("as is") condition, and warrants that the spaces shall not be used, nor will COUNTY allow them to be used, for any purposes other than vehicle parking; provided, however, that purposes outside of vehicle parking may be authorized by COUNTY obtaining the CITY's prior, written consent. COUNTY shall ensure that no vehicle, using the GARAGE, will be allowed to contain, transport or store any hazardous, toxic, flammable or other dangerous chemicals, goods, items or materials on, over or within the premises of the

GARAGE, except as those chemicals, goods items or materials may reasonably and normally be anticipated to be present in type and amount in similar commercial GARAGE situations.

VIII. **INDEMNIFICATION.** Neither party to this AGREEMENT or its officers and employees shall, by this AGREEMENT, be deemed to assume any liability for the acts, omissions and/or negligence of the other party. Each party shall defend, indemnify and hold the other party harmless from all claims, damages, losses and expenses arising out of or resulting from the negligent performance of its respective operations under this AGREEMENT. However, nothing contained herein shall constitute a waiver of either party of its sovereign immunity or the provisions of Florida Statutes Section 768.28.

IX. **ASSIGNMENT.** COUNTY shall neither assign this AGREEMENT nor any part of it without the prior written consent of the CITY.

X. **ABANDONMENT OF PREMISES.** If COUNTY shall, 1) abandon or vacate the spaces before the end of the term of this AGREEMENT, 2) suffer the RENT to be in arrears, or 3) otherwise be in default of the terms hereof, the CITY may, at its option, forthwith cancel this AGREEMENT, or it may enter the spaces as the agent of COUNTY without being liable in any way therefor, and relet the spaces at such price and upon such terms as the CITY may determine, and receive the RENT therefor, applying the same to the payment of the RENT due hereunder, and if the full rental herein provided shall not be realized by the CITY in such reletting, COUNTY shall pay any deficiency thereof.

XI. **TERMINATION OF AGREEMENT.** This AGREEMENT may be terminated at any time prior to the end of its term by either party upon thirty (30) days prior written notice to the other party.

XII. **TIME IS OF THE ESSENCE.** Time is of the essence in this AGREEMENT, and in all terms and conditions contained herein.

XIII. **NOTICES.** Written notice mailed or hand-delivered to both the ORANGE COUNTY ADMINISTRATOR and REAL ESTATE MANAGER at P.O. Box 1393, Orlando, FL 32802-1393, shall constitute sufficient notice to COUNTY to comply with the terms of this AGREEMENT; and written notice mailed or hand-delivered to the CITY CLERK, and to the CITY's Parking Division Manager at 53 West Central Boulevard, Orlando Florida, 32801, shall constitute sufficient notice to the CITY to comply with the terms of this AGREEMENT. Notice by mail shall be considered given on the date postmarked, or, in the case of hand-delivery, on the date delivered.

XIV. **CUMULATIVE RIGHTS.** The rights of the CITY under the foregoing shall be cumulative, and in addition to any other rights, which the CITY may have by statute or common law. Failure on the part of the CITY to exercise any of its rights hereunder shall not operate to forfeit or waive any of those rights as defined and outlined here.

XV. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings that may have been had between the parties.

(signature pages follow)

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first written above.

"CITY"

CITY OF ORLANDO, a municipal corporation existing by and under the laws of the State of Florida

By: Denise Aldridge
City Clerk

By: [Signature]
~~Mayor~~/Mayor Pro Tem
Samuel B. Ings

Date: SEPTEMBER 16, 2019

**APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.**

Sept. 12th, 2019
[Signature]
**Assistant City Attorney
Orlando, Florida**

"COUNTY"

ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

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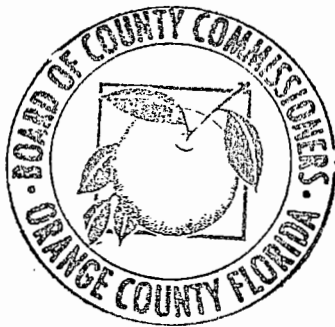
“CITY”

CITY OF ORLANDO, a municipal corporation existing by and under the laws of the State of Florida

By: _____
City Clerk

By: _____
Mayor/Mayor Pro Tem

Date: _____



“COUNTY”

ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

By: Board of County Commissioners

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

Date: 24 Sep 19

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

By: Kate Smith
Deputy Clerk