



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: January 23, 2020

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 of Monthly Garage Permit Parking Agreement between City of Orlando Parking Division and Orange County, Florida, and delegation of authority to the Real Estate Management Division to exercise termination option and furnish notices, required or allowed by the agreement, as needed

PROJECT: Amelia Street Garage (fka Centroplex I)
400 West Amelia Street, Orlando, Florida 32801
Lease File #3009

District 6

PURPOSE: To continue to provide parking for Public Defender's Office, State Attorney's Office, Court Administration, and Clerk of the Court employees.

ITEM: Monthly Garage Permit Parking Agreement
Cost: \$70.00 per parking space per month
Size: 56 parking spaces
Term: 1 month
Options: Automatic monthly renewals, until terminated

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

APPROVALS: Real Estate Management Division
Administrative Services Department

REMARKS: County currently utilizes 86 parking spaces for Public Defender's Office, State Attorney's Office, Court Administration, and Clerk of the Court employees from the City of Orlando in the Amelia Street Garage at 400 West Amelia Street, Orlando under a parking agreement dated November 1, 2015.

This Monthly Garage Permit Parking Agreement creates a new month-to-month term and reduces the number of parking spaces available under the agreement to 56.

The terms and conditions of this Monthly Garage Permit Parking Agreement are materially consistent with the terms and conditions of the prior agreement.



Monthly Garage Permit Parking Agreement
City of Orlando Parking Division

Lessor: City of Orlando Parking Division

Lessee: ORANGE COUNTY, FLORIDA

Address 201 S. ROSALIND AVE

City ORLANDO State FL Zip 32801

Phone Number (407) 836-7070

Email ALEX.FEINMAN@OCFL.NET

Office Use Only:

Account Number 4000005

Parking Facility: AMELIA

Monthly Rate per Space: \$70⁰⁰
(plus tax)

Access Card/Hangtag: _____

Circle One: Limited / Unlimited

Sticker #: _____

The Lessor hereby agrees to rent to the Lessee 56 parking space(s) in the above parking facility in Orlando, Florida.

- 1) Monthly leases are based on the calendar month and lease fees are payable accordingly. Lease fees will be pro-rated **at the inception of the Lease only**. Pro-rated fees are computed by dividing the monthly rate by 21 business days, plus sales tax.
- 2) Payment is due prior to the first (1st) day of the month, for that month or subsequent months. **FAILURE TO RENEW PRIOR TO 5:00 PM OF THE 1ST BUSINESS DAY OF THE MONTH WILL RESULT IN THE ASSESSMENT OF A REINSTATEMENT FEE, IN ADDITION TO THE MONTHLY RENTAL. THE FEES ARE AS FOLLOWS: 1 CARD (\$5), 2 TO 20 CARDS (\$40), 21 TO 49 CARDS (\$60), 50 TO 99 CARDS (\$100) AND 100 CARDS AND UP (\$125). LATE FEE MUST BE PAID PRIOR TO THE NEXT BILLING CYCLE.**

Cards or hang tags returned on or before the 15th of the month will be issued ½ month refund. No refunds will be given on cards or hang tags turned in after the 15th of the month. Monthly leases not renewed by the 3rd business day of the month are automatically locked out.

Rentals are payable monthly or in multiple month segments, and may be paid for in person or by mail. If paying by mail, include appropriate payment with invoice; make check or money order payable to the City of Orlando. **DO NOT MAIL CASH.**

It is the Lessee's responsibility to insure that all necessary information is furnished to Lessor when the Lessee is making payment to include but not be limited to: access card(s) number, account number, and facility name.

If Lessee fails to pay any installment of rent when due, or shall otherwise be in default of the terms hereof, then Lessor may, at its option cancel this lease and take immediate possession and use of said space without being liable in any way thereof.

- 3) Lost or stolen access cards, hang tags or decals must be reported to the Lessor immediately. The cost to replace an access card or hang tag is a \$10.00 **non-refundable deposit** due upon issuance. The cost to replace a decal is \$10.00.

All vehicles parking in the 55W garage require a parking decal to be displayed. The assigned decal must be clearly displayed and affixed at the bottom of the driver's side of the rear window (lower left). Parking in the facility without the appropriate decal may result in a parking violation notice being issued. There is no deposit required for the decal. The cost to replace a decal is \$10.00.

All vehicles parking in the GEICO garage require a hang tag. Hangtags must be clearly displayed and hung from the rearview mirror while parked in the facility. The designated parking area for GEICO monthly parking is located on Level 4 unless otherwise posted. Parking in the facility without the appropriate hangtag or parking in an unauthorized area may result in a parking violation notice being issued. There is no deposit required for the hang tag.

- 4) Parking areas requiring a color-coded decal are clearly marked with signs in each parking garage. Color-coded decals issued must be adhered to the outside rear window or bumper on the driver's side of the vehicle.

Parking in these areas without the correct decal may result in a parking violation being issued.

- 5) In the event an access card is forgotten, and the Lessee chooses to park in the facility, the Lessee will be required to pull a ticket and pay the appropriate hourly or maximum rate to park in the facility without any reimbursement from the Lessor. This policy also applies to locked out cards.
- 6) All lessee information including mailing address and vehicle registration must be updated with the Parking Division within 30 days of change. **A valid vehicle registration must be on file at time of access card/hang tag issuance.** Any vehicles using an access card or hang tag using a without valid registration on file may be issued a parking violation notice.

- 7) An access card allows one (1) vehicle to park in the authorized facility at a time. **An access card is programmed to allow a vehicle to enter (ingress) and exit (egress) the facility in sequence.** While a card can be used numerous times in a day, failure to use it as outlined above will cause the card not to register properly and ingress or egress will be denied. **Also, when card is swiped too soon access will be denied and cardholder will be responsible for paying a non-refundable fee of \$15.00. No exceptions.**

Garage access cards remain the exclusive property of the Lessor and may be taken away at any time without notice.

- 8) The lease allows for parking in the facility between 6:00 a.m. and 6:00 p.m., Monday through Friday (holidays excluded) except that an “unlimited” lease shall allow the Lessee to park in the garage during the garage hours of operation. Vehicles cannot remain in the garage for more than 24 hours. Parking spaces are not reserved or assigned but are furnished on a space available basis.

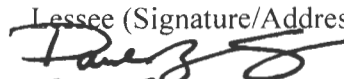
Hourly and or Event fees are applicable to all limited access card holders after 6:00 pm. Vehicles not removed after 6:00 p.m. may be issued a parking violation notice.

- 9) This Lease shall be automatically renewed on a month-to-month basis, unless terminated by either party by giving written notice to the other at least one (1) week prior to the end of the month for which the space(s) have been paid for. Two consecutive months of non-payment will result in cancellation of the lease.
- 10) Lessor reserves the right to change rental rates as of the first day of the calendar month by giving thirty (30) days written notice to Lessee at the Lessee’s address on file.
- 11) The Lessee agrees to, and shall indemnify and serve harmless, the Lessor from and against any and all kind and nature arising or growing out of or in any way connected with the use, occupancy, maintenance, or control of the demised premises by the Lessee or his agents, servants, employees, customers, patrons, or invitee, or arising out of, or in any way connected with, the operator or any act of omission of the Lessee or his agents, servants, employees, customers, patrons, or invitee, whether on or off the property of any kind or nature whatsoever sustained during the terms hereof, in or about the demised premises. In addition, Lessee agrees that Lessor shall not be liable to Lessee for any loss or damage to any vehicle(s) on the demised premises and/or the contents of said vehicle(s) caused by fire, theft, vandalism, explosion, strikes, and riots or by any other cause beyond the control of the Lessor.

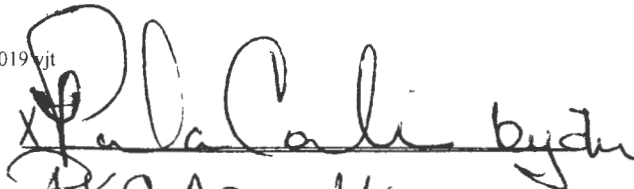
12) Both parties expressly agree that this Lease in no case creates the relationship of bailor and bailee between Lessor and Lessee.

Dated this _____ day of _____ 20__

Lessor - City of Orlando
Parking Division
53 W. Central Blvd.
Orlando, FL 32801
407-246-2155

Lessee (Signature/Address)

PAUL SLUDER, MANAGER
ORANGE COUNTY REAL ESTATE
MANAGEMENT DIVISION
201 S. Rosalind Ave.
Orlando, FL 32801
Phone Number (407) 836-7070

3/2019 vjt


Paula Calibrydu
TKG AOM MGR