



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: July 27, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

FROM: David Sustachek, Sr. Acquisition Agent *DS/MTC.*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of License Agreement for the 2022 Election Year by and between SWVP Orlando Office LLC and Orange County and authorization for the Real Estate Management Division to furnish notices, required or allowed by the License Agreement, as needed.

PROJECT: SOE Parking – Marks Street Senior Recreation Complex
(800 N. Magnolia Ave.)
Lease File #10003

District 5

PURPOSE: To provide an additional parking area for poll workers and other staff of the Orange County Supervisor of Elections during the 2022 election season at the Marks Street Senior Recreation Complex.

ITEMS: License Agreement
Cost: None
Size: Maximum of 14 unassigned parking spaces
Term: August 8, 2022 through August 23, 2022
October 24, 2022 through November 8, 2022
Options: None

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Orange County Supervisor of Elections

REMARKS: The Orange County Supervisor of Elections ("SOE") has requested additional parking for poll workers and other staff of the SOE working during the 2022 election season at the Marks Street Senior Recreation Complex.

This is a short-term License Agreement between SWVP Orlando Office LLC and the County to provide, at no cost to the County, SOE use of a portion of the parking garage at 800 North Magnolia Ave., Orlando, Florida 32801, which is located near the Marks Street Senior Recreation Complex.

All terms and conditions of the License Agreement are materially consistent with the License Agreement between the parties approved by the Board on February 11, 2020, which provided the SOE use of 14 unassigned parking spaces during the 2020 election season.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered into by and between “Licensor” and “Licensee” as of the date last executed below (the “**Effective Date**”), in accordance with the terms and conditions hereinafter set forth.

WITNESSETH:

ARTICLE I - Summary of Basic Provisions and Certain Defined Terms.

When used herein, the following terms shall have the indicated meanings:

1. “**LICENSOR**”: SWVP Orlando Office LLC, a Delaware limited liability company
“**NOTICE ADDRESS**”: 12770 El Camino Real, Suite 200, San Diego, CA 92130. With a copy to: 390 N. Orange Avenue, Suite 1550, Orlando, FL 32801, Attn: Property Manager.
2. “**LICENSEE**”: Orange County, a charter county and political subdivision of the State of Florida
“**NOTICE ADDRESS**”: Orange County Real Estate Management Division, Attn: Manager, 400 E. South St., 5th Floor, Orlando, FL, 32801
3. “**PREMISES**”: a maximum of fourteen (14) unassigned, non-exclusive parking spaces located within Licensor’s parking deck located at 800 N. Magnolia Avenue, Orlando, FL (see attached Exhibit A).
4. “**AUTHORIZED TERMS**”: August 8th, 2022 – August 23rd, 2022
and
October 24th, 2022 – November 8th, 2022
5. “**LICENSE FEE**”: None/Donation
6. “**PERMITTED USE**”: For use as parking by poll workers, and by employees, agents, guests, and staff of Licensee and of the Orange County Supervisor of Elections, in support of voting at the Marks Street Senior Recreation Complex during 2022 Primary Election Early Voting, 2022 Primary Election Day, 2022 General Election Early Voting, and General Election Day periods.
7. “**SECURITY DEPOSIT**”: None/Not applicable
8. “**UTILITIES**”: Not applicable
9. “**HOLDOVER FEE**”: None/Not applicable
10. “**TERMINATION NOTICE PERIOD**”: Seven (7) days

11. **“RELOCATION NOTICE PERIOD”**: 72 hours
12. **“LICENSE REQUIRED INSURANCE”**: Permission is hereby granted to Licensee to self-insure with limits as stipulated in F.S. 768.28, Florida Statutes, and provide a certificate of insurance evidencing its insurance or self-insurance.

ARTICLE II - PREMISES. Licensors hereby grants to Licensee the right to occupy and use the Premises during each Authorized Term, subject to revocation, termination, or relocation as provided in this Agreement. Access to the Premises will be permitted via Licensors-issued access cards only (“Access Cards”). The Access Cards are the sole property of the Licensors and cannot be assigned or transferred without prior written consent. The Access Cards shall be returned to Licensors at the expiration, or earlier termination, of the Authorized Terms.

ARTICLE III - TERM. Each Authorized Term of this Agreement shall commence on the commencement date of such Authorized Term and shall terminate on the termination date of such Authorized Term. Notwithstanding such terms, however, Licensors shall have the right to immediately revoke and terminate this Agreement in the event of any default by Licensee; and Licensors shall have the further right to revoke and terminate this Agreement upon prior written notice to Licensee, such notice to be not less than the Termination Notice Period set forth in Article 1.10. hereof (delivered to the Licensee’s Notice Address), even though Licensee is not in default in any way. In the event of such revocation or termination, neither party shall have any claim against the other under this Agreement irrespective of what costs and expenses, if any, either party shall have incurred in connection with this Agreement prior to such revocation or termination, except for any obligations that expressly survive the revocation or termination of this Agreement.

ARTICLE IV - LICENSE FEE. Intentionally Omitted.

ARTICLE V - SECURITY DEPOSIT. Intentionally Omitted.

ARTICLE VI - USE. Licensee will use the Premises for the Permitted Use, and for no other use or purpose without the prior written consent of Licensors. Licensee will comply with all federal, state, municipal, and other laws, ordinances, rules, and regulations applicable to the Premises. Licensee will not display any sign at the Premises that has not been approved by Licensors in advance and shall remove any such sign promptly upon request by Licensors. Licensee shall not engage in or permit any practice that emits odors or noises outside the Premises.

ARTICLE VII - UTILITIES. No interruption or malfunction of any utility service shall constitute an eviction or disturbance of Licensee’s use and possession of the Premises or a breach by Licensors of any of its obligations hereunder or render Licensors liable for damages or entitle Licensee to be relieved from any of its obligations hereunder. In the event of a power failure Licensors agrees to use reasonable efforts to have the service restored promptly.

ARTICLE VIII - LIABILITY AND INDEMNITY. Licensee agrees to defend, indemnify and hold harmless the Licensors, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney’s fees) attributable to its negligent acts or

omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the Licensee's negligent performance under this Agreement. 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 for the acts, omissions, and/or negligence of the other party.

In lieu of the insurance required in the License Agreement, permission is hereby granted to Licensee to self-insure within the limits of liability set forth in Section 768.28, Florida Statutes and provide a certificate of insurance evidencing its insurance or self-insurance.

ARTICLE IX - RELOCATION. Licensee agrees that within the time period set forth in the Relocation Notice Period, Licensee shall cease operation of its business at the Premises and relocate such operation to any other portion of the parking garage designated by Licensor. Upon such relocation, the new space shall for all purposes be deemed to be the Premises.

ARTICLE X - DEFAULT. In the event of any default hereunder, in addition to all other remedies available at law or in equity, Licensor shall have the right to obtain possession of the Premises with or without legal process. All claims for damages by reason of any re-entry and repossession are hereby waived. Licensee specifically agrees that Licensor shall have the right to enter the Premises at all times. If the enforcement of this Agreement is placed with an attorney, each party shall bear its own attorneys' fees and costs through the conclusion of any litigation, including any appellate proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

ARTICLE XI - NOTICES. Any notice which may or shall be given under this Agreement shall be in writing and shall be either delivered to the Notice Address of the applicable party, by hand delivery or sent by certified mail or national courier service. All notices shall be effective on the date sent.

ARTICLE XII - NOT A LEASE. Licensor and Licensee hereby acknowledge and agree that this Agreement creates a license, revocable by Licensor in accordance with the terms hereof and does not constitute a lease or easement or otherwise grant to Licensee an interest in the real estate where the Premises is located. The license granted hereunder is personal to Licensee and may not be assigned or transferred, in whole or in part, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. The prohibition against assignment includes both a voluntary assignment, a sublease and/or any assignment by operation of law.

ARTICLE XIII - NO BROKER. Licensors and Licensees each represents and warrants to the other that it has not authorized any broker or finder to act on its behalf in connection with the License granted under this Agreement. Licensors and Licensees each agree to indemnify, defend, and hold the other harmless from and against any claims, losses, damages, costs, or expenses of any kind arising out of, or resulting from, any agreement, arrangement, or understanding made by any broker or finder in connection with this Agreement.

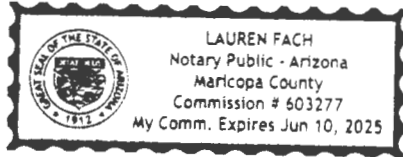
THE SUBMISSION OF THIS DOCUMENT FOR EXAMINATION AND/OR EXECUTION HEREOF SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART TO ALL PARTIES HERETO.

[signature page and exhibit follow]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement as of the last date executed below.

“LICENSOR”

Signed, sealed, and delivered
in the presence of:



Print Name: _____

Justin Merritt
July 7, 2022

Print Name: _____

Lauren Fach

SWVP ORLANDO OFFICE LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

“LICENSEE”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

10 August 2022

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

By: _____

Naelia Perez
for Deputy Clerk

Printed Name: _____

Naelia Perez

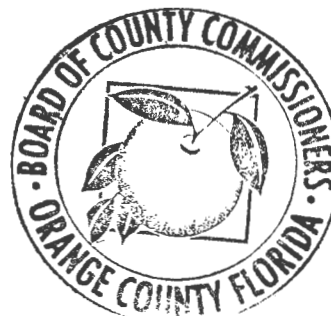


Exhibit A

A portion of Parcel ID 23-22-29-5640-01-001

Parking Garage at 800 N Magnolia Avenue

