



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**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 Agreement Renewal for Long-Term Juror Parking at 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 – Juror Parking  
46 East Amelia Street, Orlando, Florida 32801  
Lease File #3002  
  
District 5

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

**ITEM:** Agreement Renewal for Long-Term Juror Parking at Courthouse Garage  
Cost: \$10,749.70 per month  
Size: 130 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 130 parking spaces for jurors from the City of Orlando at the Courthouse Garage under an Agreement for Long-Term Juror Parking at Courthouse Garage dated September 29, 2009, and renewed effective October 1, 2014 (Agreement).

This Agreement Renewal for Long-Term Juror Parking at Courthouse Garage renews the Agreement for the second of three 5-year renewal options provided by the Agreement.

SEP 24 2019

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**CITY OF ORLANDO, FLORIDA**  
*and*  
**ORANGE COUNTY, FLORIDA**

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**AGREEMENT RENEWAL**  
*for*  
**LONG-TERM JUROR PARKING**  
*at*  
**COURTHOUSE GARAGE**

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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 one hundred thirty (130) 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.

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 an average of one hundred thirty (130) automobile parking spaces ("SPACES") per day in the GARAGE for COUNTY'S 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 and COUNTY acknowledge that the COUNTY's need for the number of juror parking spaces fluctuates on a daily basis. For the purposes of this AGREEMENT, the COUNTY's use of the SPACES will be determined by calculating the number of SPACES used per day by the COUNTY for juror parking divided by the number of business days in a thirty (30) day time period; thereby reaching the average per day. The COUNTY agrees that it is responsible for rent for one hundred thirty (130) spaces per day, regardless of actual use. The CITY may monitor the actual use of the allocated spaces. If the actual number of spaces used exceeds an average of 130 for a period of two consecutive months, the

City may adjust the rental charge to coincide with the actual number of spaces used. The CITY will provide written notice to the COUNTY of the increased average usage and the COUNTY agrees that the rental charge will be adjusted accordingly. The CITY reserves the right to make such adjustments on increased usage throughout the term of this AGREEMENT. The COUNTY reserves the right to audit the validated parking tickets for any period subject to adjustments for increased usage. 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.

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 ten thousand seven hundred and forty nine dollars and seventy cents (\$10,749.70) per month, which equals \$82.69 per space for 130 spaces (“RENT”) for the term of this Agreement. 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:** This AGREEMENT constitutes the second renewal of three (3) from the original agreement dated September 29, 2009. This second renewal term is to commence on October 1, 2019, and terminate September 30, 2024. 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 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 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. **VALIDATION OF PARKING TICKETS.** The COUNTY shall, at its own expense, print and distribute the necessary parking information to each juror. Upon entering the parking facility, the juror shall take a parking ticket from the ticket machine. The ticket must be taken by the juror to the Orange County Courthouse for validation. All tickets must be validated with the Seal of the Court. Only those tickets with a proper validation stamp will be allowed to exit the garage without payment.

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 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.

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 therefore, and relet the spaces at such price and upon such terms as the CITY may determine, and receive the RENT therefore, 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. **DISRUPTIONS IN SERVICE.** The CITY will take reasonable steps to have the busses or substitute vehicles operating the shuttle service at all scheduled times; however, the CITY does not guarantee the reliability of the shuttle service. In the event the service is temporarily or permanently disrupted due to mechanical breakdown or labor problems, the rate as provided herein shall not be adjusted and the CITY shall not be liable to the COUNTY, jurors, or potential jurors for any inconvenience. In the event the service is temporarily or permanently disrupted, the COUNTY may at its discretion continue to utilize the SPACES as provided in this Agreement.

XVI. **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.

Signed, sealed and delivered  
in the presence of:

**"CITY"**

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

Witness: Della Chu

By: 

Scott Zollars

Print Name: Della Chu

Witness: Pamela Corbin

Title: Parking Division Manager

Print Name: Pamela Corbin

Date: 9/12/19

**"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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Signed, sealed and delivered in the presence of:

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

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Zollars

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: Parking Division Manager

Print Name: \_\_\_\_\_

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: *Katie Smith*  
Deputy Clerk

Printed Name: Katie Smith

Date: SEP 24 2019