



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: June 23, 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 *WFB*
Real Estate Management Division *fol*

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval and execution of License Agreement by and between Reedy Creek Improvement District and Orange County and delegation of authority to the Real Estate Management Division to exercise termination option, required or allowed by the license, as needed

PROJECT: SO – Substation Sector Six – Disney Springs
1600 East Buena Vista Drive, Lake Buena Vista, Florida 32830
Lease File #10002

District 1

PURPOSE: To provide office space for a Sheriff's substation at Disney Springs.

ITEM: License Agreement
Cost: Donation
Size: 1,410 square feet
Term: Until July 31, 2020
Options: Unlimited, automatic 12 month renewals, until sooner terminated

APPROVALS: Real Estate Management Division
Orange County Sheriff's Office
County Attorney's Office
Risk Management Division

REMARKS: This no-cost License Agreement will allow the Orange County Sheriff's Office to occupy space at Disney Springs.

Either party may terminate the License Agreement for any reason, by providing the other party with ninety (90) days' prior written notice of its intent to terminate.

Orange County Sheriff's Office Sector
Six Substation at Disney Springs – Satellite
Office

License Agreement # 10002

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 16 2019

REEDY CREEK IMPROVEMENT DISTRICT

AND

ORANGE COUNTY, FLORIDA

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, hereinafter referred to as “**Licensor**” and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, hereinafter referred to as “**Licensee**.”

WITNESSETH:

WHEREAS, pursuant to that certain lease agreement of approximately even date herewith (the “**Lease**”) between Licensor and Walt Disney Parks and Resorts U.S., Inc. (“**Landlord**”), Licensor leased certain space from Landlord within the *Disney Springs® Area* known and identified as Space B28-107 (Space 107 in Building B28, which is more particularly described on, and which configuration and floor plan is shown on the schematic floor plan described on **Exhibit A** attached hereto (the “**Premises**”);

WHEREAS, Licensor desires to license to Licensee and Licensee desires to license from Licensor the Premises with the intention and for the purpose of operating a satellite office for Sector 6 of the Orange County Sheriff’s office and services and facilities ancillary thereto to support the services provided by the Orange County Sheriff’s Office for the cities of Bay Lake and Lake Buena Vista, Florida (collectively, the “**Permitted Use**”).

NOW, THEREFORE, for and in consideration of the foregoing Premises, the mutual covenants, representations, reciprocal obligations undertaken herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by each party hereto, the parties covenant, stipulate and agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants and conveys to Licensee an exclusive right and license to possess, use and occupy the Premises subject to and in accordance with the terms hereof and the terms of the Lease and this Agreement (the “**License**”). It is understood that this Agreement shall include only the Premises and appurtenances specifically demised and granted in this Agreement and the Lease, with Licensor or Landlord, as applicable, specifically excepting and reserving for and unto themselves, the roof, the air space above the roof, the space and ground below, the dividing walls between the Premises and the adjoining premises within the Building, if any, and the exterior walls of the Premises, including the right to install, maintain, use, repair and replace conduits, utility lines, wires, pipes and duct work in and through the Premises.

2. **TERM.** The term of the License shall commence on July 2, 2019 (the “**Commencement Date**”) and shall continue until 11:59 p.m. on the last day of the **twelfth (12th) full calendar month** thereafter (the “**Initial Term**”). After the Initial Term, the License shall automatically renew for consecutive 12 month periods until either party gives the other party at least ninety (90) days prior written notice of the party’s intent

to terminate the License, in which case the License shall terminate as of the date specified in the written notice. If either party requests the other to execute a document evidencing such termination, the other shall promptly do so, but the failure to do so shall not affect the termination of this Agreement. Orange County's Manager, Real Estate Management Division shall be authorized to terminate and execute a document evidencing any such termination of this Agreement. Upon termination, Licensee shall promptly remove its personal property and return the Premises in at least as good a condition as when first occupied, normal wear and tear excepted.

3. **USE AND OPERATION OF PREMISES.** From and after the Commencement Date and continuing thereafter throughout the term, Licensee shall have the use and occupancy of the Premises and shall be responsible for the security and integrity of the Premises and Licensor shall have no responsibility or liability for any damage to or loss of property as a result of theft, vandalism or other acts causing damage to the Premises. Licensee shall use, occupy and operate the Premises during the Term only for the Permitted Use, in conformity with the terms of the License and for no other purpose or use without first obtaining Landlord's and Licensor's written consent thereto.

4. **UTILITIES.** Licensor shall be responsible for providing water, sewer, and electrical services to the Premises at its sole cost and expense. In no event shall Licensor or Landlord be liable or responsible for any interruption or disruption of utility services and Licensee hereby waives any and all claims against Licensor for any loss, damage or expense arising out of, or incurred in connection with, any such interruption or disruption. Licensee shall be responsible for all other needs including but not limited to local and long distance telephone service.

5. **JANITORIAL SERVICES.** Licensee shall remove from the Premises all trash generated by Licensee and place the trash in dumpsters provided by Licensor or Landlord. Licensee shall also provide janitorial services and general cleaning within the Premises at its sole cost and expense.

6. **SUPPLIES.** During the Term, Licensee shall be responsible, at its sole cost and expense, for the day-to-day supplies needed for the safe operation of the Premises, including, but not limited to, office equipment (e.g., computers, telephone equipment, staplers, tape dispensers, calculators) and disposable inventory and operating supplies. Licensor will provide office furniture in the form of Steelcase office systems - desks, chairs, conference room table, etc.

7. **SIGNAGE.** Licensee shall not display any signage without the prior written approval of Licensor, which approval may be withheld by Licensor in its sole and absolute discretion.

8. **CONDITION OF PREMISES.** In consideration of being allowed to use the Premises,

Licensee agrees, for itself, its agents and invitees, to use reasonable care so as to not damage or destroy the Premises or any property thereon, and to assume all risks inherent in entering upon the Premises. Licensee shall be responsible, at its sole cost and expense, for any repairs needed as a result of damage to the Premises or the Building caused by Licensee, its officers, agents, or employees. Licensor reserves the right to approve contractors used by Licensee prior to any repair work being performed if Licensor chooses not to undertake the repairs and receive reimbursement from Licensee.

9. **INDEMNIFICATION.** To the extent provided in Section 768.28, Florida Statutes, Licensee shall defend (if requested by Licensor) indemnify and hold harmless the Licensor, 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.

10. **INSURANCE.** Unless otherwise agreed to by Licensor and Licensee, Licensee shall maintain: Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of Five Million and No/100 Dollars (\$5,000,000.00), respectively, combined single limit per occurrence, protecting it from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Licensee hereunder or from or out of any act or omission of Licensee, its related and affiliated entities and the officers, directors, agents, employees and assigns; and Workers' compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Hundred Thousand and No/1 00 Dollars (\$100,000.00) per occurrence. All such insurance required shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Licensor. Upon Licensor's written request, certificates of insurance shall be furnished to Licensor. In the event of any cancellation or reduction of coverage, Licensee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Licensor.

In lieu of the foregoing insurance requirements, the Licensee is granted permission to self-insure up to the limits specified in Florida Statute Chapter 768.28. Licensee will provide a certificate of insurance evidencing said self-insurance and notate that Licensor will be given thirty (30) days' notice of any material change in coverage.

And a copy to: Walt Disney Parks and Resorts U.S., Inc.
c/o Walt Disney World Resort-Operating Participant Dept.
1825 Live Oak Lane
Lake Buena Vista, Florida 32830
Attention: Vice President – Operating Participants

If to Licensee: Orange County Sheriff's Office
P.O. Box 1440
Orlando, Florida 32802-1440
Attention: Daniel Divine

With a copy to: Manager
Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802-1393

With a copy to: Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802-1393

14. **PUBLIC RECORDS ACT.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by Licensee or Licensor, including reports, specifications, drawings, maps, and tables, must be made available for inspection, and upon request and payment, copying, unless such public records falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as

15. **GOVERNING LAW.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

16. **JURISDICTION AND VENUE.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division).

17. **BINDING OBLIGATIONS.** This Agreement shall be binding upon and shall inure to the benefit of Licensor and Licensee and, to the extent permitted herein, their respective successors and assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

18. **CONSTRUCTION OF AGREEMENT.** This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

19. **NO IMPLIED WAIVER.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

20. **AUTHORITY.** The individuals executing this Agreement hereby expressly represent and warrant that they each have full and complete authority to do so on behalf of their respective entities, knowing that the other party intends to rely solely thereon.

21. **NO PUBLIC RIGHTS CREATED.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Premises.

22. **EFFECTIVE DATE.** This Agreement shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date last set forth below.

WITNESSES:

Wanda Liskeon

Printed Name: Wanda Liskeon

Tina Graham

Printed Name: Tina Graham

**ATTEST: Phil Diamond, CPA, County
Comptroller, as Clerk to the Board**

By: Craig A. Stopyra
for Deputy Clerk

Print Name: Craig A. Stopyra

LICENSOR:

**REEDY CREEK IMPROVEMENT DISTRICT, a
political subdivision of the State of Florida**

By: Ann G. Blakeslee

Print Name: Ann G. Blakeslee

Title: Deputy Administrator

Date of Execution: 6/11, 2019

LICENSEE:

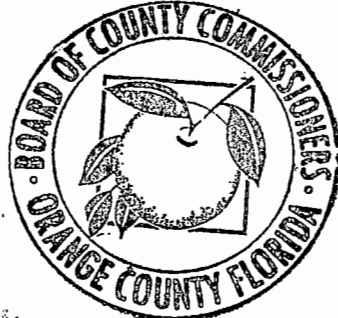
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date of Execution: 16 July, 2019

(OFFICIAL COUNTY SEAL)



Orange County Sheriff's Office Sector Six Substation at Disney Springs – Satellite Office
License Agreement # _____

EXHIBIT "A"

SKETCH AND DESCRIPTION OF PREMISES

[Sketch and description to follow on next page]

