## 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

Real Estate Management Division

FROM:

Alex Feinman, Leasing Program Manager W

Real Estate Management Division

**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

Real Estate Management Division Agenda Item 2 June 23, 2019 Page 2

**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 # / 0 0 0 2

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 1 6 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 <u>Exhibit A</u> 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. <u>TERM.</u> 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 (12<sup>th</sup>) 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. <u>USE AND OPERATION OF PREMISES.</u> 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. <u>UTILITIES.</u> 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. <u>JANITORIAL SERVICES</u>. 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. <u>SUPPLIES</u>. 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.

11. **ASSIGNMENT.** Licensor may, at any time in its sole discretion, assign, transfer or convey all or any portion of its rights hereunder, either on a temporary basis or permanent basis, to its assigns, tenants, licensees and invitees. Upon any such assignment, transfer or conveyance, the liability of Licensor under this Agreement shall be automatically suspended or terminated (as the case may be), and Licensor's successor, assignee, tenant, licensee or invitee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Licensor hereunder.

NO WARRANTY: ENTIRE AGREEMENT. Licensor makes no representations, statements, warranties or agreements to Licensee in connection with this Agreement or the Premises, other than as may be set forth herein. This Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Agreement, Licensee acknowledges and agrees that Licensee's use of the Premises is at its own risk and neither Licensor nor Landlord shall have any liability or obligation for or with respect to any loss or damage to any of Licensee's personal property, arising out of or related to Licensee's use of or activities within the Premises.

NOTICES. All notices and other communications given pursuant to this Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a national overnight receipted delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same). All notices shall be addressed as herein below set forth, or to such other address as the Licensor or Licensee shall hereafter give notice to the other in writing:

If to Licensor:

Reedy Creek Improvement District

1900 Hotel Plaza Blvd. Post Office Box 10170

Lake Buena Vista, Florida 32830-0170

Attention: Bruce D. Jones

With a copy to:

Reedy Creek Improvement District

1900 Hotel Plaza Blvd. Post Office Box 10170

Lake Buena Vista, Florida 32830-0170

Attention: Legal Counsel

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.
- 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.
- AUTHORITY. The individuals executing this Agreement hereby expressly represent and 20. 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.
- NO PUBLIC RIGHTS CREATED. Nothing herein shall create or be construed to create 21. 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:	LICENSOR:
Printed Name: Wanda Sisknow  Printed Name: Ing Grehem	Print Name: Ann G. Blakeslee  Title: Deputy Administrator  Date of Execution: 6/1/, 2019
ATTEST: Phil Diamond, CPA, County Comptroller, as Clerk to the Board  By:	CRANGE COUNTY, FLORIDA By: Board of County Commissioners By: July July Jerry L. Demings, Orange County Mayor Date of Execution: L. July , 2019

(OFFICIAL COUNTY SEAL)

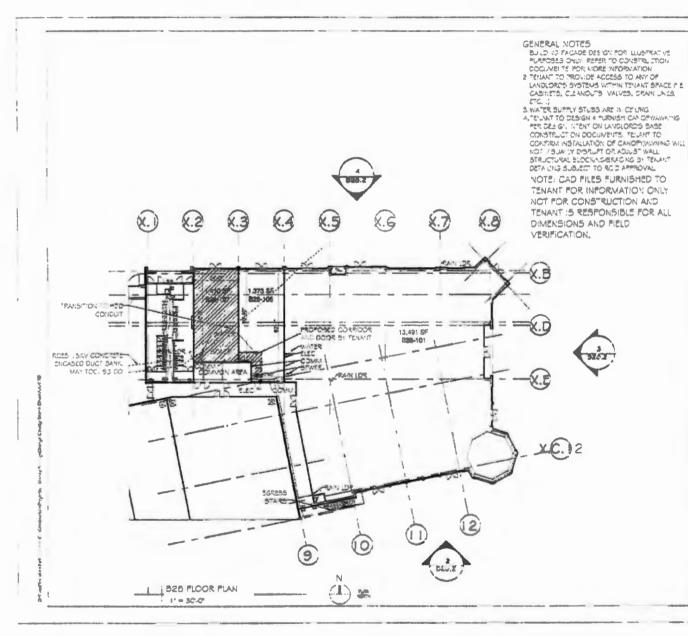


Orange County Sheriff's Office Sector Six Substation at Disney Springs - Satellite Office
License Agreement#

# EXHIBIT "A"

# SKETCH AND DESCRIPTION OF PREMISES

[Sketch and description to follow on next page]



BLDG B28-107

SEE! DO NO VISIO DING FIE

TENANT LOCATION

BUILDING LOCATION KEY PLAN:

TENANT SPACE (PLAN) TENANT SPACE (ELEVATION)

#### DISCLAIMER:

This exhibit is for information purposes and intended only as a general description of the contemplated improvements to be made. They are provided for flustrative purposes only, and shall not be deemed to be a warranty, representation, or agreement by Landford. The locations, sizes. dimensions, elevations, and capacities are preliminary and subject to change. Tenant is responsible to verify all field conditions and dimensions. Space will be provided with a minimum fire protection grid for an unoccupied space including emergency lighting and alarm devices. These connection points and utility sizes are based on the current information available at this time. Refer to Construction Documents for sizes. Tenant is responsible for any structural modifications caused by Tenant design and is subject to Landford structural engineering review.





Rev.

### LEASE OUTLINE DRAWING

B28-107

B28.1

C7/25/15

THE PROPERTY OF STATE OF STREET