



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: September 30, 2021

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

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

FROM: Nemesie Esteves, Leasing and Asset Program Manager *NE*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

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

ACTION REQUESTED: Approval and execution of new parking agreement by and between R & R Palmetto Avenue, Ltd. and Orange County, Florida, and authorization for the Real Estate Management Division to exercise renewal options, to increase the number of parking spaces up to a specified maximum of 300, and furnish notices, required or allowed by the agreement, as needed

PROJECT: Palmetto Parking Garage (R&R)
305 Palmetto Avenue, Orlando, Florida 32801
Lease File #3010

District 5

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

ITEM: Parking Agreement
Cost: Year 1 - \$47,025.00 per quarter
Year 2 - \$48,262.50 per quarter
Year 3 - \$49,500.00 per quarter
Size: 275 Parking spaces
Term: 3 years
Options: One, 2-year renewal

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

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Administrative Services Department

REMARKS: County currently utilizes 258 parking spaces for Public Defender's Office, State Attorney's Office, Court Administration, and Clerk of the Court employees from R & R Palmetto Avenue, Ltd. in the Palmetto Parking Garage located at 305 Palmetto Avenue, Orlando under an agreement approved by the Board on February 11, 2020, as amended. The current lease will expire September 31, 2021 and there are no renewal options left.

This new parking agreement increases the number of parking spaces available to 275 and provides County the ability to increase the number of spaces up to a maximum of 300 spaces, if needed and available. The new parking agreement also provides for the authorization for the Real Estate Management Division to exercise renewal options, and furnish notices, required or allowed by the agreement, as needed. The new parking agreement is a three-year lease with one, two-year renewal.

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PARKING AGREEMENT

THIS PARKING AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the date last executed below, by and between R & R Palmetto Avenue Ltd., a Florida Limited Partnership, whose address is 105 East Robinson Street, Suite 300, Orlando, Florida 32801 (hereinafter referred to as "Owner") and Orange County, Florida, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Owner is the owner of a certain Parking Garage (the "Parking Garage") located on the following described real property and having a street address of 305 North Palmetto Avenue, Orlando, Florida, to wit:

The North 67 feet of Lot 1 and the South 72 feet of Lot 8, SPEIR'S ADDITION, according to the plat thereof as recorded in Plat Book B, Page 124, of the Public Records of Orange County, Florida. LESS that portion conveyed for right-of-way in Official Records Book 4176, Page 1771, of the Public Records of Orange County, Florida.

WHEREAS, County desires to lease from Owner and Owner agrees to lease to County two hundred seventy-five (275) parking space(s) (the Parking Spaces) in the Parking Garage upon the terms and conditions set forth herein:

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and County hereby agree as follows, to wit:

1. **LEASE OF SPACE.** The Owner hereby leases to County and the County hereby leases from Owner two hundred seventy-five (275) parking space(s) – seventy-six (76) reserved parking spaces and one hundred ninety-nine (199) unreserved parking spaces – in the Parking Garage. In the event County's future parking needs change, and Owner is able to lease to County (and County able to lease from Owner) additional parking spaces, County's Manager of the Real Estate Management Division, or their designee, is hereby delegated the authority to execute an addendum to the Parking Agreement, increasing the number of County leased parking spaces in the Parking Garage to no more than three hundred (300). Such addendum will be under the same terms and conditions as this Agreement.
2. **RENTAL.** In lieu of paying Owner the rental fees on a monthly basis, County agrees to pay Owner on a quarterly basis, as set forth in Exhibit "A", attached hereto and incorporated herein by reference, for seventy-six reserved parking spaces and one hundred ninety-nine (199) unreserved parking spaces, commencing October 1, 2021. Payment for services rendered shall be made in accordance with the Florida Prompt Payment Act, after appropriate invoice and documentation of services is delivered by Owner to County.
3. **DURATION OF AGREEMENT.** The term of this Agreement shall be for a period of three (3) years commencing October 1, 2021 and terminating September 30, 2024. The County and Owner may, but shall not be obligated to renew this Agreement for one (1) two-year period. County's Manager of the Real Estate Management Division, or their designee, is hereby delegated the authority to renew this Agreement.
4. **MAINTENANCE OF PARKING GARAGE.** Owner agrees to maintain the Parking Garage in as reasonable clean condition throughout the term of this Agreement.
5. **RULES AND REGULATIONS.** County's use of Parking Spaces under this Agreement, are and shall be subject to the rules and regulations for the Parking Garage from time to time adopted, promulgated, modified and amended by Owner. A copy of the existing rules and regulations is attached to this Agreement as Exhibit "B". Owner reserves the right to modify, change or add to the rules and regulations and agrees to provide copies of the same to County upon amendment or modification thereof.

6. **INDEMNITY.** To the fullest extent permitted by law, each of the parties shall defend, indemnify and hold the other party harmless from and against any losses, expenses (including reasonable attorney's fees and costs), claims, damages, suits, judgments, or other actions, or any liability arising out of or resulting from the sole negligence of the indemnifying party which is a result of its performance of any operations, obligations, and responsibilities pursuant to 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.
7. **NOTICES.** Owner and County shall forward to each other as appropriate, and as required hereunder, all notices to the respective addresses for Owner and County set forth on Page 1 of this Agreement. Any notice provided for in this Agreement must, unless otherwise expressly provided herein, be in writing, and may, unless otherwise expressly provided, be given or be served by depositing the same in the United States Mail, postage prepaid and certified and addressed to the party to be notified with return receipt requested, or be delivering the same in person to the Owner or County.
8. **SUBORDINATION OF MORTGAGE.** County understands, acknowledges and agrees that this agreement is and shall be subordinate to any mortgage, ground lease or any other liens now existing or hereinafter placed on or affecting the Parking Garage, or any part thereof, and to any renewals, refinancing or extensions and to all advances made or hereinafter to be made upon the security hereof. This provision shall be self operative and no further instrument or subordination shall be required by Owner or any mortgages or lender hereof.
9. **PARKING TAGS.** County shall be provided one (1) plastic parking tag for each space leased in the garage. Should the tag be lost or destroyed County agrees to pay a \$10.00 charge for a replacement. The use of the parking tag is **MANDATORY** in order to park in the garage.
10. **MISCELLANEOUS PROVISIONS.**
 - A. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - B. **RELATIONSHIP.** Owner and County understand and agree that this Agreement in no way creates the relationship of bailor and bailee or partners between Owner and County.
 - C. **RECORDATION.** County agrees that this Agreement or any memorandum thereof shall not be recorded by County; any such recordation shall be void and a default hereunder.
 - D. **TIME OF PERFORMANCE.** Except as otherwise expressly provided herein, with respect to all required acts of County, time is of the essence of this Agreement.
 - E. **ASSIGNMENT.** This Agreement may not be assigned, transferred or hypothecated by County and County may not sublet its interest hereunder without the express prior written consent of Owner. Further, this Agreement applies only to the vehicles identified hereafter.
 - F. **APPROVAL.** This Agreement is subject to approval by the Board of County Commissioners.
11. **EFFECTIVE DATE.** This Agreement shall become effective on October 1, 2021.

IN WITNESS WHEREOF, Owner and County have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signatures to follow


Palmetto Parking Garage (R&R)
Lease File #3010

"Owner":

R & R Palmetto Avenue, Ltd.,
a Florida Limited Partnership

BY: Palmetto Partnership, Inc.,
it's general partner

BY:



Robert P. Miller, President

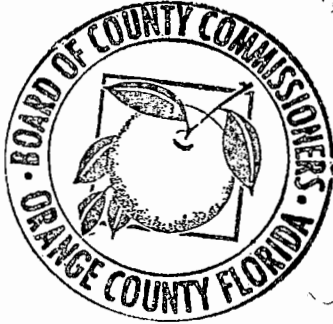
Date:

9/21/2021

Palmetto Parking Garage (R&R)
Lease File #3010

"County"
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Bryan Brooks
for Jerry L. Demings
for Orange County Mayor
Date: 12 October 2021

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

By: Noelia Perez
for Deputy Clerk

Printed Name: Noelia Perez

EXHIBIT "A"

		Number of Spaces	Unit Cost	Monthly Cost	Quarterly Payment	Per Year
YEAR 1	10/1/2021 - 9/30/2022	275	\$57.00	\$ 15,675.00	\$ 47,025.00	\$ 188,100.00
YEAR 2	10/1/2022 - 9/30/2023	275	\$58.50	\$ 16,087.50	\$ 48,262.50	\$ 193,050.00
YEAR 3	10/1/2023 - 9/30/2024	275	\$60.00	\$ 16,500.00	\$ 49,500.00	\$ 198,000.00

If this Agreement is renewed, rent for the renewal term shall be:

		Number of Spaces	Unit Cost	Monthly Cost	Quarterly Payment	Per Year
	10/1/2024 - 9/30/2025	275	\$61.50	\$16,912.50	\$50,737.50	\$202,950.00
	10/1/2025 - 9/30/2026	275	\$63.00	\$17,325.00	\$51,975.00	\$207,900.00

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EXHIBIT "B"

GARAGE RULES AND REGULATIONS

1. The speed limit in the garage is 5 miles per hour. Anyone driving over this speed can be subject to having their parking privileges revoked.
2. The walkways, entries, passages, stairways and elevator shall not be obstructed by any of the Tenants.
3. This Garage is not for any activity, which includes bicycling, skateboarding, rollerblading and jogging, other than parking. No portion of the garage shall be used for any immoral or unlawful purpose.
4. Please obey all garage signage and utilize only the space(s) leased.
5. Each parking space leased entitles an individual to park only one car in the garage at any one time.
6. Garage spaces are available 24 hours per day; however, attended hours are limited.
7. Permits are NOT valid for special events parking.
8. When parking a vehicle in a stall, do not back in.
9. All vehicles must display the plastic parking tag from their rear-view mirror. Parking tag number must be visible with the printing facing outward. **Vehicles not displaying the permit as required must pay the daily parking fee rate. No exceptions.**
10. A refundable \$10.00 permit deposit will be collected prior to parking. The deposit will be repaid upon the return of the permit at the end of the lease period.
11. Should a replacement parking permit tag be needed due to loss or destruction a fee of \$10.00 per tag will be charged.
12. Parking permit tags shall be returned in the event of parking space cancellation.
13. All trash shall be deposited in the bins provided on each floor.
14. Anyone defacing any garage signage or property will have their parking privileges revoked and will be subject to prosecution.
15. Smoking is prohibited by State law in elevators. Any violations will be subject to prosecution under State law.
16. **Please store all valuables out of sight.** R & R Ltd. shall not be responsible for items left in vehicles.
17. R & R Ltd. assumes no liability for loss of vehicle and/or contents due to theft, fire, vandalism and any other cause whatsoever.
18. Individuals and/or companies who lease parking spaces must notify R & R Parking if no longer parking and permits must be returned to avoid charges.