



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 21 2014 NP/KH

REAL ESTATE MANAGEMENT ITEM 2

DATE: October 3, 2014

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Acting Manager *AC*
Real Estate Management Division

FROM: Gary Roberts, Program Manager *GR*
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Acting Manager**

DIVISION: **Real Estate Management**
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF PARKING AGREEMENT BETWEEN R & R PALMETTO AVENUE, LTD., FORMERLY KNOWN AS R & R LTD. AND ORANGE COUNTY FOR PARKING

PROJECT: R & R Ltd. Parking Garage
305 Palmetto Avenue
Orlando, Florida

District 5

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

ITEM: Parking Agreement
Cost: Year 1 - \$8,272 per month
Year 2 - \$8,648 per month
Size: 188 parking spaces
Term: 2 Years
Option: One 2-year renewal

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

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

REMARKS: The County agrees to pay on a quarterly basis for 46 reserved spaces and 142 unreserved spaces. The term of the Agreement commences October 1, 2014. The Agreement shall be automatically renewed for one 2-year period unless County provides written notice to owner at least four months prior to the end of the term.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

PARKING AGREEMENT

OCT 21 2014 NP/KH

THIS PARKING AGREEMENT (hereafter referred to as the "Agreement") is made and entered in this 31st day of September 2014, by and between R & R Palmetto Avenue, Ltd., a Florida limited partnership, formerly known as R & R Ltd., whose address is 105 East Robinson Street, Orlando, Florida 32801 (hereafter referred as "Owner") and Orange County, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802, (hereinafter referred 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 Palmetto Avenue, Orlando, Florida, to wit:

The North 67 feet of Lot 1 and the South 72 feet of Lot 8, of 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 obtain from Owner and Owner agrees to provide to County one hundred eighty-eight (188) parking spaces (the Parking Spaces) in the Parking Garage upon the terms and conditions set forth herein:

NOW, THEREFORE, for and in consideration of the sum provided for herein 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. AGREEMENT FOR SPACE. The Owner hereby agrees to provide to County and County hereby accepts from the Owner the use of one hundred eighty-eight (188) parking spaces in the Parking Garage.
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 "B", attached hereto and incorporated herein by reference, for forty-six (46) reserved spaces and one hundred forty-two (142) unreserved parking spaces, commencing October 1, 2014. 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 two years commencing on October 1, 2014. The County, not being in default of this Agreement may further extend the duration of the Agreement by one (1) two year period. The Agreement shall be automatically renewed for one (1) two year period unless County provides written notice to Owner at least four (4) months prior to the end of the term.
4. MAINTENANCE OF PARKING GARAGE. Owner agrees to maintain the Parking Garage in a 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 "A". 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

R & R Ltd.

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 address for Owner and County set forth on page 1 of this Agreement. Any notice provided for in this Agreement must, unless otherwise expressly provided for 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 address to the party to be notified with return receipt requested, or be delivered 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 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 hereafter to be made upon the security hereof. This provision shall be self operative and no further instrument or subordination shall be required by Owner of 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, or its employees agree to pay a \$10.00 charge for the replacement. The use of 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, 2014.

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

OWNER:

R & R Palmetto Avenue, Ltd.,
a Florida Limited Partnership,
formerly known as R & R Ltd.

BY: Palmetto Partnership, Inc.,
its general partner

BY: 
Robert P. Miller, President

Date: 9/30/14

COUNTY:

Orange County

By: 
John D. Terwilliger, Director
Administrative Services

Date: 09-30-14

Exhibit "A"

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 hours of operation will be 7:00 a.m. to 10:00 p.m., Monday through Friday; closed Saturday and Sunday. Closed for holidays. Any automobile left after closing cannot be removed until the following work day.
7. When parking a vehicle in a stall, do not back in.
8. All vehicles must display the plastic parking tag from their rear view mirror.
9. Should a replacement parking permit tag be needed due to loss or destruction a fee of \$10.00 per tag will be charged.
10. All trash shall be deposited in the bins provided on each floor.
11. Anyone defacing any garage signage or property will have their parking privileges revoked and will be subject to prosecution.
12. Smoking is prohibited by State law in elevators. Any violations will be subject to prosecution under State law.

Exhibit "B"

	Number of Spaces	Unit cost	Monthly Cost	Quarterly Payment	Per year
1st yr Initial Term	188	\$ 44.00	\$ 8,272.00	\$ 24,816.00	\$ 99,264.00
2nd yr Initial term		\$ 46.00	\$ 8,648.00	\$ 25,944.00	\$ 103,776.00
1st yr Renewal		\$ 48.00	\$ 9,024.00	\$ 27,072.00	\$ 108,288.00
2nd yr renewal		\$ 50.00	\$ 9,400.00	\$ 28,200.00	\$ 112,800.00