



Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

OCT 20 2015 *JH/BS*

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** October 2, 2015

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Robin Giove, Lease Program Manager *RJG*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF LICENSE AGREEMENT BETWEEN REEDY CREEK IMPROVEMENT DISTRICT AND ORANGE COUNTY AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTIONS OR TERMINATE, IF NEEDED, FOR OFFICE SPACE

**PROJECT:** Sheriff's Office at Parking Garage A-1  
Substation at Disney Parking Garage  
1496 E. Buena Vista Drive, #E02  
Lake Buena Vista, Florida

District 1

**PURPOSE:** To provide office space for Sheriff's substation.

**ITEM:** License Agreement  
Cost: Donation  
Size: 1,632 square feet  
Term: 60 Months  
Options: Three, 12-month renewals

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

**REMARKS:** This License Agreement will commence on or about November 1, 2015. Either party may terminate this agreement, without cause, by providing the other with ninety (90) days prior written notice of its intent to terminate.

**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.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
OCT 20 2015 *JKB*

**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**, Licensee desires to license from Licensor certain space, which configuration and floor plan is shown on the schematic floor plan attached hereto as Exhibit "A" (the "Premises") within the Downtown Disney Parking Garage, located at 1496 E. Buena Vista Drive, #E02, Lake Buena Vista, FL 32830 (the "Building"), with the intention and for the purpose of operating a local Sheriff's office therein to support services provided for the cities of Bay Lake and Lake Buena Vista, Florida; and

**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**. It is understood this Agreement shall include only the Premises and appurtenances specifically demised and granted in this Agreement, with Licensor hereby specifically excepting and reserving for and unto itself, 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**. Licensee shall be entitled to the use of the Premises for a period of sixty (60) months (the "Term"), unless renewed in accordance with the provisions of this Agreement. Provided Licensee is in

good standing and not in default of this Agreement, Licensor agrees that Licensee shall have the right to renew this Agreement for three (3) additional terms of twelve (12) months each upon Licensee's written notice to Licensor. Orange County's Manager, Real Estate Management Division shall be authorized to approve and execute any renewal options. Notwithstanding the foregoing, either party may, in its sole and absolute discretion, revoke this Agreement by providing the other party ninety (90) days prior written notice, as herein set forth, of its intent to revoke. 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 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.** Upon Licensor's completion of the Premises, the parties shall execute the acceptance certificate, attached hereto as Exhibit "B" and made a part hereof, hereinafter referred to as "Commencement Certificate." Upon execution of the Commencement Certificate, Licensee shall thereafter 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.

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 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. 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, contractors 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/100 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.

12. **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 the Indemnitees shall have any liability or obligation for or with respect to any loss or damage to any of Licensee's improvements, arising out of or related to Licensee's use of or activities within the Premises.

13. **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  
Post Office Box 10170  
Lake Buena Vista, Florida 32830-0170  
Attention: Bruce D. Jones

If to Licensee: Orange County Sheriff's Office  
P.O. Box 1440  
Orlando, Florida 32830-1440  
Attention: Daniel Divine

With a copy to: Manager  
Orange County Real Estate Management Division  
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, 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 such.

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.

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

WITNESSES

J. Cabrera

J. Cabrera  
Printed Name

Lina Williams

Lina Williams  
Printed Name

REEDY CREEK IMPROVEMENT DISTRICT

BY: Bill Warren  
Bill Warren  
District Administrator

DATE: 8/31/15

(Official Seal)



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: Teresa Jacobs  
Teresa Jacobs  
Orange County Mayor

DATE: 10.20.15

ATTEST: Martha O. Haynie, County Comptroller  
as Clerk to the Board

BY: Noelia Perez  
for Deputy Clerk

Noelia Perez  
Printed Name



Exhibit "B"

Sample

COMMENCEMENT CERTIFICATE

Orange County  
Real Estate Management Division  
400 E. South Street, 5<sup>th</sup> floor  
Orlando, FL 32802

Re: License Agreement, dated \_\_\_\_\_, 2015, by and between **Reedy Creek Improvement District and Orange County** for the Premises located at 1496 E. Buena Vista Drive, Lake Buena Vista, Florida 32830.

In accordance with the terms and conditions of the Agreement, Licensee accepts possession of the Premises, acknowledges that the Premises are suitable for Licensee's permitted use and agrees:

1. The Commencement Date is \_\_\_\_\_, 2015.
2. The Expiration Date is \_\_\_\_\_, 2020 (unless renewed by Tenant pursuant to the terms of the Agreement).

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing below.

**Reedy Creek Improvement District**

By: \_\_\_\_\_

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

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

Agreed and Accepted as of the Date Below:

**ORANGE COUNTY  
REAL ESTATE MANAGEMENT DIVISION**

By: \_\_\_\_\_

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

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