



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: November 11, 2020

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

THROUGH: Alex Feinman, Assistant Manager *WR for AF*
Real Estate Management Division

CONTACT PERSON: Alex Feinman, Assistant Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: Approval and execution of Second Amendment to Lease Agreement by and between Orange County, Florida and Orlando Day Nursery Association, Inc., and delegation of authority to the Real Estate Management Division to exercise termination option and furnish notices, required or allowed by the lease, as needed

PROJECT: Orlando Day Nursery (A Place for Children)
425 North Orange Avenue, Orlando, Florida 32801
Lease File #5086

District 5

PURPOSE: To continue to provide space for daycare and related services for children of families with official court business.

ITEM: Second Amendment to Lease Agreement
Cost: None
Size: 2,620 square feet
Term: 1 year
Options: None

APPROVALS: Real Estate Management Division
Ninth Judicial Circuit Court
Administrative Services Department

REMARKS: Orlando Day Nursery Association, Inc. (ODN) currently occupies a small space in the Orange County Courthouse at 425 North Orange Avenue (Site) pursuant to the Lease Agreement approved by the Board on December 16, 2014, as amended (Lease).

ODN is obligated to use the premises to operate as a daycare and related facilities, providing services for children with families who have official court business.

This Second Amendment to Lease Agreement will provide for ODN's continued use of the Site and extends the term of the Lease for 1 year.

All other terms and conditions of the Lease shall remain in effect.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 01 2020

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "**Second Amendment**") is made effective as of the date last executed below (the "**Second Amendment Effective Date**") and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**County**"), and **ORLANDO DAY NURSERY ASSOCIATION, INC.**, a Florida non-profit corporation ("**ODN**").

RECITALS

A. County and ODN (collectively, the "**Parties**") entered into that certain "Lease Agreement" approved by the Orange County Board of County Commissioners (the "**BCC**") on December 16, 2014, (the "**Original Agreement**") providing the terms and conditions upon which County leased the Leased Premises to ODN (as defined in the Original Agreement) for the purposes more particularly described in the Original Agreement.

B. The Parties thereafter extended the term of the Original Agreement pursuant to that certain "First of Four (4) One (1) Year Renewal Options" last executed October 22, 2015 (the "**First Renewal**").

C. The Parties thereafter extended the term of the Original Agreement pursuant to that certain "Second of Four (4) One (1) Year Renewal Options" last executed July 1, 2016 (the "**Second Renewal**").

D. The Parties thereafter extended the term of the Original Agreement pursuant to that certain "Third of Four (4) One (1) Year Renewal Options" last executed September 11, 2018 (the "**Third Renewal**").

E. The Parties thereafter extended the term of the Original Agreement pursuant to that certain "Fourth of Four (4) One (1) Year Renewal Options" last executed October 29, 2019 (the "**Fourth Renewal**").

F. The Parties thereafter entered into that certain "First Amendment to Lease Agreement" approved by the BCC on December 17, 2019 (the "**First Amendment**", and together with the Original Agreement, the First Renewal, the Second Renewal, the Third Renewal, and the Fourth Renewal, the "**Agreement**").

G. The Parties have agreed to amend and extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Definition. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Agreement.

3. Renewal of Term. The term of the Agreement is hereby renewed for one (1) additional term of one (1) year, commencing November 13, 2020, and terminating November 12, 2021 (the "**Second Amendment Term**").

4. Early Termination. At any time during the Second Amendment Term or any renewals or extension thereof, County shall have the right to terminate this Agreement, for any reason and at any time, upon not less than sixty (60) days' prior written notice to the other party.

5. Effect; Conflicts. Except as set forth in this Second Amendment, all other terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall control.

6. Counterparts. This Second Amendment may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

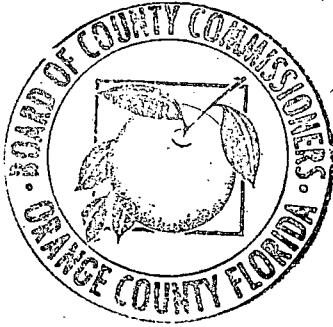
(signature pages follow)

IN WITNESS WHEREOF, County and ODN have caused this "Second Amendment to Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Second Amendment Effective Date.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



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

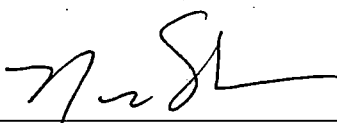
Date: *1 December 2020*

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

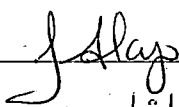
By: *Noelicia Perez*
for Deputy Clerk
Noelicia Perez
Printed Name

IN WITNESS WHEREOF, County and ODN have caused this "First Amendment to Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Second Amendment Effective Date.

Signed, sealed, and delivered
in the presence of:



Print Name: Nicole Steen



Print Name: Lillian Aloyo

ODN:

**ORLANDO DAY NURSERY
ASSOCIATION, INC.**, a Florida non-profit
corporation

By: 

Print Name: **Tracy Kizer**

Title: **President**

Date: 11/5/20