



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** November 26, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Alex Feinman, Leasing Program Manager *AF*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of First 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 execute termination notice 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:** First 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  
County Attorney's Office  
Risk Management Division

**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 (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 First Amendment to Lease Agreement will provide for ODN's continued use of the Site and extends the term of the Lease for 1 year and updates the insurance provision.

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

DEC 17 2019

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## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**First Amendment**") is made effective as of the date last executed below (the "**First 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 Lease Term (as defined in the Original Agreement and as extended by the First Renewal, Second Renewal, Third Renewal, and Fourth Renewal) has expired as of November 12, 2019.

G. The Parties have agreed to amend and extend the term of the Original Agreement, as previously extended by the First Renewal, the Second Renewal, the Third Renewal, and the Fourth Renewal (collectively, the "**Agreement**").

H. The Parties desire to enter into this First Amendment for the purpose of setting

forth the terms and conditions of such extension.

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. Extension of Term. The term of the Agreement is hereby extended for one (1) additional term of one (1) year, commencing November 13, 2019, and terminating November 12, 2020 (the "**First Amendment Term**").

4. Insurance. Paragraph 4(a)(i) is hereby deleted and replaced with the following:

(i) Commercial General Liability - Lessee shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Lessee further agrees coverage shall not contain any endorsement(s) excluding or limiting Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit. Lessee agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

5. Early Termination. At any time during the First 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.

6. Effect; Conflicts. Except as set forth in this First 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 First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

7. Counterparts. This First 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.

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*(signature pages follow)*

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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 First Amendment Effective Date.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



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

Date: 17 Dec 19

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

By: Craig G. Stopyra  
for Deputy Clerk

Craig Stopyra  
Printed Name

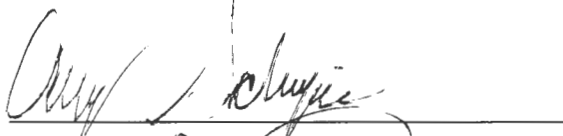
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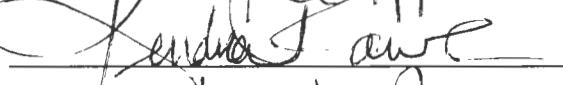
ODN:

Signed, sealed, and delivered  
in the presence of:

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



Print Name: Amy Schipper



Print Name: Kendra Bowe

By: Tracy R. Kizer

Print Name: **Dr. Tracy Kizer**

Title: **President**

Date: November 11, 2019