



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM: 9

DATE: June 22, 2023

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

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

FROM: David Murphy, Senior Acquisition Agent *DM/MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of First Amendment to the Parking License Agreement by and between the City of Orlando, Florida and Orange County, Florida, and authorization for the Real Estate Management Division to exercise renewal options and furnish notices, required, or allowed by the lease, as needed.

PROJECT: Temp Construction Parking FDOH
925 W. Church St., Orlando, Florida 32805
Lease File #10160

District 6

PURPOSE: To provide temporary parking during construction project.

ITEMS: First Amendment to the Parking License Agreement
Cost: None
Size: 36,661 square feet
Term: Up to December 21, 2023
Options: No additional renewals

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division

REMARKS: Orange County is currently replacing the roof and windows at 832 W. Central Boulevard, Orlando, Florida 32805. As there is a need for additional parking during business hours, this First Amendment to the Parking License Agreement will allow employees to continue to use the grassy lot located at 925 W. Church St., Orlando, Florida 32805 for parking during construction.

JUL 11 2023

FIRST AMENDMENT TO THE PARKING LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE PARKING LICENSE AGREEMENT (“Amendment”) is made and entered into as of the date last executed below (hereinafter referred to as the “Effective Date”) by and between the **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (“City”), and the **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“Licensee”).

WHEREAS, the City owns fee simple title to the vacant property located on the northeast corner of the intersection of West Church Street and South Westmoreland Drive, having an address of 925 West Church Street, Orlando, Florida 32805 (Licensed Premises); and

WHEREAS, the Licensee operates a public health clinic at 832 W. Central Boulevard, Orlando, Florida 32805 (Health Clinic) and desires to use the Licensed Premises for employee parking; and

WHEREAS, the City and Licensee entered into a License Agreement dated June 21, 2022, (the “License Agreement”) to permit short-term vehicle parking for the Licensee’s employees and employees of the adjacent Orange County medical clinic; and

WHEREAS, the Licensee has requested an extension of the License Agreement, and the City and Licensee desire to amend the License Agreement to extend the term.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms, and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the City and Licensee agree to amend the License Agreement as follows:

1. The parties agree to amend the provisions of Section 3 of the License Agreement to read as follows:

The original term of the License Agreement was for a period of nine (9) months from the Effective Date of this License and ending on March 21, 2023. The term may be extended for an additional nine (9) months ending on December 21, 2023, or any portion thereof, by the mutual, written agreement of the parties.

2. The parties agree to amend the provisions of Section 4 of the License Agreement to read as follows:

Reservation of Use by the City. The Licensee’s use of the Licensed Premises is limited to Monday through Friday during the hours of 7:00 A.M. to 6:00 P.M., unless other times are approved in writing by the City.

Additionally, the City hereby reserves the right to exclusively occupy and use the Licensed Premises:

- 1) After 6:00 P.M. Monday through Friday;

- 2) At all times on Saturday and Sunday;
 - 3) On those dates where the City has provided 14 days' written notice to the Licensee of the City's intent to utilize the Licensed Premises; and
 - 4) On those dates listed in Exhibit "B." On these dates all vehicles must be removed by 3:00 P.M. for previously scheduled events.
3. The parties agree that Exhibit "B" to the License Agreement shall be replaced in its entirety with Exhibit "A" to this Amendment.
 4. Except as specifically amended herein, all other terms and conditions of the License Agreement remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Licensee have executed this First Amendment to the Parking License Agreement as of the date first written above.

CITY OF ORLANDO, FLORIDA

By: Laurie Betts
Laurie Betts, Real Estate Division Manager

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

June 12, 2023
Matthew [Signature]
Assistant City Attorney

**“Licensee”
ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



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

Date: 11 July 2023

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

By: Craig A. Stopyra
foi Deputy Clerk

Printed Name: Craig A. Stopyra

Exhibit "A"
 (All dates herein are for the year 2023)

Orlando Pride	MLS
2-Apr	15-Mar
15-Apr	18-Mar
19-Apr	1-Apr
6-May	22-Apr
20-May	29-Apr
6-June	17-May
7-June	27-May
8-June	21-Jun
9-June	8-July
10-June	1-July
11-June	4-July
24-June	21-July
28-June	29-July
7-July	26-Aug
4-Aug	16-Sep
20-Aug	9-Sep
25-Aug	14-Sep
26-Aug	21-Sep
31-Aug	24-Sep
17-Sep	30-Sep
15-Oct	7-Oct
	10-May