



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** November 20, 2018

**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 *WB for 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 PRESBYTERIAN  
CHURCH OF ORLANDO AND ORANGE COUNTY, FLORIDA FIRST  
AMENDMENT TO USE AGREEMENT BY AND BETWEEN FIRST  
PRESBYTERIAN CHURCH OF ORLANDO, INC. AND ORANGE  
COUNTY AND DELEGATION OF AUTHORITY TO THE REAL  
ESTATE MANAGEMENT DIVISION TO FURNISH NOTICES  
REQUIRED OR ALLOWED BY THE LEASE, IF NEEDED

**PROJECT:** First Presbyterian Church Fitness Center  
106 East Church Street, Orlando, Florida 32801  
Lease File #1020

District 5

**PURPOSE:** To continue to provide Orange County employees access to recreational  
and fitness facilities in the downtown Orlando area.

**ITEM:** First Amendment to Use Agreement

Cost: Year 1 – \$38,587.50 total rent per year  
Year 2 – \$40,516.88 total rent per year  
Year 3 – \$42,542.72 total rent per year  
Year 4 – \$44,669.85 total rent per year  
Year 5 – \$46,903.35 total rent per year

Term: 5 years

Options: None

**BUDGET:** Account No.: 0001-043-0201-3620

**APPROVALS:** Real Estate Management Division  
Administrative Services Department

**REMARKS:** First Presbyterian Church of Orlando, Inc. (FPC) and Orange County entered into that certain Use Agreement approved by the Board on July 8, 2008, as adjusted by that certain Agreement to Exercise Annual Adjustments dated May 11, 2010, and as extended by that certain Agreement to Exercise Renewal Option dated July 11, 2013 (collectively, the “Lease”) to provide for Orange County use of the FPC Recreational Facilities (as defined in the Lease).

This First Amendment to Use Agreement (the “Amendment”) extends the Term of the Lease for five years. There are no further options to renew for this Lease. The Amendment also outlines the rent schedule and adds termination rights by both parties.

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

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**FIRST PRESBYTERIAN CHURCH OF ORLANDO**  
*and*  
**ORANGE COUNTY, FLORIDA**

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**FIRST AMENDMENT TO USE AGREEMENT**

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THIS FIRST AMENDMENT TO USE AGREEMENT (this "**First Amendment**") is made as of the date last executed below (the "**First Amendment Effective Date**") and entered into by and between FIRST PRESBYTERIAN CHURCH OF ORLANDO, INC., a Florida not for profit corporation, ("**FPC**") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**").

**RECITALS**

A. FPC and County entered into that certain "Use Agreement for Recreational Facilities" approved by the Orange County Board of County Commissioners (the "**BCC**") July 8, 2008 (the "**Original Use Agreement**").

B. FPC and County thereafter entered into that certain "Agreement to Exercise Annual Adjustments" last executed May 11, 2010, (the "**First Adjustment**") pursuant to Sections 3 and 13 of the Original Use Agreement.

C. FPC and County thereafter entered into that certain "Agreement to Exercise Renewal Option" last executed July 11, 2013, (the "**First Renewal**") pursuant to Section 9 of the Original Use Agreement to extend the Term of the Original Use Agreement.

D. The Original Use Agreement, as affected and/or amended by the First Adjustment and as extended and/or amended by the First Renewal, is hereinafter referred to as the "**Amended Use Agreement**".

E. The Term is expired on August 31, 2018 but County and FPC, each with the consent of the other, have continued to operate under the terms and conditions of the Amended Use Agreement.

F. FPC and County desire to further extend the Term of the Amended Use Agreement in accordance with Section 9 of the Original Use Agreement and amend certain provisions of the Amended Use Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, FPC and County hereby agree as follows:

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

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

3. Renewal of Term. Pursuant to Section 9 of the Original Use Agreement, FPC and County agree that the Term of the Amended Use Agreement is hereby renewed for one (1) additional term of five (5) years, said renewal term commencing September 1, 2018, and terminating August 31, 2023 (the “**Second Renewal Term**”).

a. FPC and County agree that the Amended Use Agreement does not provide any more renewal options for further extension of the Amended Use Agreement past August 31, 2023.

b. For avoidance of doubt, FPC and County acknowledge and agree that the Use Fee for first year of the Second Renewal Term shall remain at Thirty Eight Thousand Five Hundred Eighty Seven and 50/100 U.S. Dollars (\$38,587.50).

i. As provided by Section 3 of the Original Use Agreement, FPC may increase the Use Fee annually upon each September 1<sup>st</sup>, provided it has given the County no less than ninety (90) days prior written notice of its intent to increase the Use Fee. Any annual increase may not exceed five percent (5%).

4. Termination. Either FPC or County may terminate the Amended Use Agreement by providing written notice to the other party of its intent to terminate the Amended Use Agreement. Such notice shall be given no less than one hundred eighty (180) days before termination of the Amended Use Agreement. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to terminate the Amended Use Agreement pursuant to, and to furnish notices required or allowed by, this paragraph.

5. Effect; Conflicts. Except as set forth in this First Amendment, all other terms and provisions of the Amended Use 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 Amended Use Agreement, the provisions of this First Amendment shall control.

6. 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.

*(signature pages follow)*

First Presbyterian Church Fitness Center  
Lease #1020

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

FPC:

Signed, sealed, and delivered  
in the presence of:

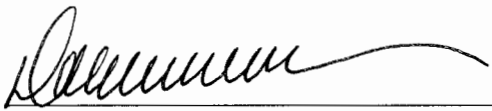
**FIRST PRESBYTERIAN CHURCH OF  
ORLANDO, INC.,**  
a Florida not for profit corporation

Witness: Sherry Foster

Print Name: Sherry Foster

Witness: Debbi Cusick

Print Name: Debbi Cusick

By: 

Print Name: **Dale van Gelder**

Title: **Chief Operating Officer**

Date: 10/25/18

First Presbyterian Church Fitness Center  
Lease #1020

IN WITNESS WHEREOF, FPC and County have caused this "First Amendment to Use 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**, a charter county and  
political subdivision of the State of Florida



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

By: *Heleen Ry*  
*for* Deputy Clerk

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