



Interoffice Memorandum

APPROVED

BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

June 9, 2014

JUN 24 2014 KH/CAS

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
June 24, 2014 BCC Meeting
Approval of First Amendment to Water Conserv II Lease Agreement
with Mid Florida Citrus Foundation, Inc.
Contact Person: Larry G. Tunnell, P. E., P. G., Manager
Utilities Water Reclamation Division
407-254-9721**

Mid Florida Citrus Foundation, Inc., (MFCF) has been providing citrus research in support of the Water Conserv II program and the citrus growers for over twenty years. MFCF utilizes portions of Water Conserv II property to conduct research and demonstration on plots of citrus, deciduous fruit and nut trees, forage crops and other crops under a lease agreement with MFCF, the City of Orlando and Orange County. The lease agreement was approved by the BCC on June 30, 2009.

Orange County and the City of Orlando desire to amend the lease agreement to allow MFCF to continue to use the Water Conserv II property to conduct research and demonstration. Under the lease agreement, MFCF is responsible for the maintenance, repair and restoration of the property at their expense. This first amendment to the lease agreement extends the original 5-year lease term by 15 years (for a total of 20 years) with an option to renew for an additional five (5) year period. Under the terms of this extension, MFCF will pay for reclaimed water used at the property at the established citrus grower rate.

Orange County Attorney's staff has reviewed the first amendment and finds it acceptable as to form. Orange County Utilities staff recommends approval of the first amendment.

Action Requested: Approval of First Amendment to Water Conserv II Lease Agreement with Mid Florida Citrus Foundation, Inc., by and between Orange County, Florida, Mid Florida Citrus Foundation, Inc., and the City of Orlando.

District 1.

JUN 24 2014 KAH/CAS

**FIRST AMENDMENT TO WATER CONSERV II LEASE
AGREEMENT WITH MID FLORIDA CITRUS FOUNDATION, INC.**

THIS FIRST AMENDMENT TO THE WATER CONSERV II LEASE AGREEMENT WITH MID FLORIDA CITRUS FOUNDATION, INC. (the “First Amendment”) is entered into as of the date of last execution below by and between the CITY OF ORLANDO, FLORIDA, a Florida municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter the CITY OF ORLANDO and ORANGE COUNTY collectively referred to as the “LESSORS”) and MID FLORIDA CITRUS FOUNDATION, INC., a Florida non-profit corporation whose address is 15400 Oakland Avenue, Winter Garden, Florida 34787 (hereinafter referred to as the “LESSEE”). The LESSORS and the LESSEE also hereinafter may be referred to collectively as the “Parties” or individually as a “Party.”

WHEREAS, the Parties entered into an agreement entitled the “Water Conserv II Lease Agreement with Mid Florida Citrus Foundation, Inc.” (hereinafter referred to as the “Original Agreement”) in June of 2009; and

WHEREAS, the LESSORS hereby make a determination that conducting the agricultural research, demonstration, and testing contemplated by the LESSEE serves a valid public purpose; and

WHEREAS, the LESSORS are satisfied that the Leased Property is reserved for the uses contemplated in the Original Agreement; and

WHEREAS, the Parties desire to amend the Original Agreement to extend the term of the Original Agreement for an additional fifteen (15) years; and

City Council Meeting: 6-2-14
Item: B-9 Documentary: 140602809

WHEREAS, LESSEE is a Florida not for profit corporation organized for the purpose of promoting community interest and welfare; and

WHEREAS, under the Original Agreement, the LESSORS provided reclaimed water service to the Leased Property for irrigation and other Water Conserv II program purposes at no cost to LESSEE; and

WHEREAS, under the First Amendment, the LESSORS intend to charge LESSEE for reclaimed water service to the Leased Property for irrigation and other appropriate uses by LESSEE; and

WHEREAS, the LESSORS have determined that it is in their best interests to extend the duration of Lease as amended by this First Amendment for one successive fifteen (15)-year period.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions set forth in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Section 3 of the Original Lease is deleted in its entirety and is hereby replaced as follows:

Section 3. TERM OF LEASE AGREEMENT. This Lease Agreement shall be effective June 30, 2009 (the "Effective Date") and, unless extended in accordance with the provisions set forth in this paragraph or terminated in accordance with other provisions in this Lease Agreement, the Leased Property is leased to the LESSEE for a term of twenty (20) years from the Effective Date. The Parties may upon written mutual consent, renew this Lease Agreement for a successive five (5) year period.

Section 2. The Parties agree that beginning July 1, 2014, LESSORS shall charge LESSEE for all reclaimed water delivered to the Lease Property and used by LESSEE for any

and all purposes at rates established by resolution of the Orange County Board of County Commissioners for the class of customer for which LESSEE qualifies, pursuant to the terms of a customer service agreement that the Parties enter into separate and apart from the Original Agreement and this First Amendment.

Section 3. All defined terms in this First Amendment shall have the same meaning as those terms are defined in the Original Agreement.

Section 4. The Parties acknowledge that the Effective Date of the Original Agreement is June 30, 2009.

Section 5. In all other respects, the Original Agreement, of which this is its First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

“LESSORS”

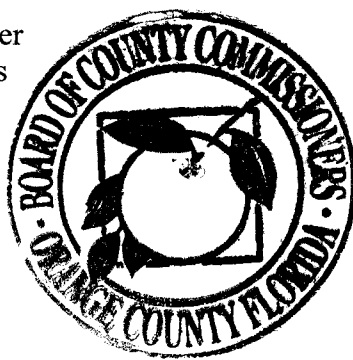
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs, County Mayor

Date: *June 24*, 2014

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk



CITY OF ORLANDO, FLORIDA

By: *Buddy Dyer*
Buddy Dyer, City Mayor

Date: 6.3, 2014

ATTEST
By: *Hana C. Brenner*
Hana C. Brenner

(Print or type name)
City Clerk
(Title)

Date: 6/5/14

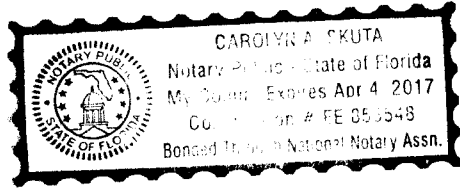
STATE OF FL

COUNTY OF Orange

Buddy Dyer PERSONALLY APPEARED before me, the undersigned authority, X well known to me or [] who has produced his/her Mayor as identification, and known by me to be the C. of Orlando named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said C. of Orlando as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this 3 day of June, 2014.

Carolyn Skuta
NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____



"LESSEE"

MID FLORIDA CITRUS FOUNDATION, INC.

By: [Signature]

Name: Paul E Fabry

Title: Pres.

Date: March 6th, 2014

ATTEST:

By: [Signature]

Mayte Guevara
(Print or type name)

Accountant
(Title)

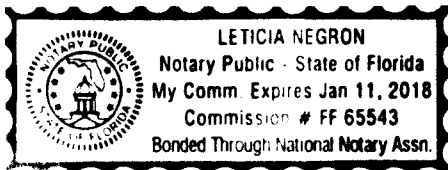
Date: March 6, 2014

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED before me, the undersigned authority, Paul E. Fabry, well known to me or [] who has produced his/her President as identification, and known by me to be the President of the M.F.C.F named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said M.F.C.F as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this 6th day of March, 2014.



[Signature]
NOTARY PUBLIC
Print Name: Leticia Negron
My Commission Expires: Jan 11, 2018