

BCC Mtg. Date: May 10, 2016



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** April 22, 2016

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager *AC*  
Real Estate Management Division

**FROM:** Robin Giove, Lease Program Manager *RJG*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF FIRST AMENDMENT TO GROUND LEASE BETWEEN ORANGE COUNTY AND STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE AND DELEGATION OF AUTHORITY TO THE REAL ESTATE MANAGEMENT DIVISION TO EXERCISE RENEWAL OPTION, IF NEEDED, FOR GROUND SPACE

**PROJECT:** Juvenile Justice Facility  
Lease #5022  
3150 39<sup>th</sup> Street  
Orlando, Florida  
  
District 6

**PURPOSE:** To continue to provide ground space for the Juvenile Justice Facility.

**ITEM:** First Amendment to Ground Lease  
Revenue: None  
Size: 4.06 acres  
Term: 10 years  
Option: One, 10-year renewal

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Risk Management Division

**REMARKS:** Orange County and the State of Florida, Department of Juvenile Justice (“DJJ”) entered into a Ground Lease approved by the Board of County Commissioners January 9, 1996, for an initial term of twenty (20) years with two (2) options to renew for another ten (10) years each.

This action exercises the first option to renew the Ground Lease for another ten (10) years.

**A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.**

**MAY 10 2016**

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**ORANGE COUNTY, FLORIDA**

**AND**

**STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**

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**FIRST AMENDMENT TO GROUND LEASE**

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THIS FIRST AMENDMENT TO GROUND LEASE (“First Amendment”) is made and entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“LESSOR”), and STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, a State Agency (“LESSEE”), hereinafter collectively referred to as the “Parties.”

**WITNESSETH:**

WHEREAS, the Parties entered into a Ground Lease dated February 19, 1996 (“Lease”), for the purpose of LESSEE operating a Juvenile Justice Facility at 3150 39<sup>th</sup> Street, Orlando, Florida (“Facility”); and

WHEREAS, LESSEE operates several youth commitment programs under contract by one or more independent service providers (“Provider”) at the Facility; and

WHEREAS, the initial twenty (20) year term commenced February 19, 1996 and expired February 18, 2016; and

WHEREAS, LESSEE has requested to exercise its first of two (2) options to renew the Lease for an additional ten (10) year term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RENEWAL TERM: LESSEE hereby exercises its first of two (2) options to renew the Lease for an additional ten (10) year term, commencing February 19, 2016 and

terminating February 18, 2026. The Manager of LESSOR'S Real Estate Management Division shall be authorized to approve and exercise the remaining renewal option.

2. PROVIDERS: The following paragraph will be added to the end of Section 7.6 of the Lease:

LESSEE will require its Provider(s) to be fully responsible for any acts or omissions which result in claims or suits against LESSOR. LESSEE will require its Provider(s) maintain statutory workers compensation coverage for Provider(s) employees working at the Facility. LESSOR shall be listed as additionally insured on all liability policies.

3. LEASE IN FULL FORCE AND EFFECT. All other terms and conditions of the Lease not amended hereby shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Lease the provisions of this First Amendment shall prevail.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this First Amendment to Ground Lease as of the date fully executed below.

(Official Seal)



LESSOR:

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 5.10.16

ATTEST:

Martha O. Haynie, Orange County Comptroller  
As Clerk to the Board of County Commissioners

By: *Jennifer Kliney*  
Deputy Clerk

Date: MAY 10 2016

LESSEE:

**STATE OF FLORIDA, DEPARTMENT  
OF JUVENILE JUSTICE**

By: *Michele Cook*  
Michele Cook  
Director of Purchasing & Leasing

Date: 3/23/2016

Witnesses:

Sign: *Tony W Matthews*

Print: Tony W Matthews

Sign: *Damien Jones*

Print: Damien Jones