

**FIRST AMENDMENT TO
LILLIE H. GREEN COMMUNITY CENTER NON-RESIDENTIAL LEASE**

THIS FIRST AMENDMENT is made and entered into this 5th day of November, 2019 and is to that certain Lease made and entered into on the 24th day of July, 2018, between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY," and **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, whose principal address is 101 East Colonial Drive, Orlando, Florida 32801, in this Lease referred to as the "TENANT."

WITNESSETH:

WHEREAS, COUNTY and TENANT entered into the above referenced Lease on July 24, 2018, to lease the building that is commonly known as the Lillie H. Green Community Center and that was designated in the original Lease as the East Altamonte Community Center; and

WHEREAS, the parties desire to amend the Lease in order to amend Sections 2 and 7, and to enable both parties to continue to enjoy the mutual benefits the Lease provides; and

WHEREAS, Section 27 of the Lease provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Lease as follows:

1. Section 2 of the Lease is hereby amended to read:

Section 2. Leased Premises. Upon payment and the continued payment of the rent as set forth in this Lease, COUNTY hereby leases and demises to TENANT the following described real estate, situated in COUNTY of Seminole, State of Florida, upon which is located the building commonly known as the Lillie H. Green Community Center (the "Community Center"):

Lots 3, 4, 5, 6, 7 and 8, Plat Book 3, Page 30, of the Public Records of
Seminole County, Florida (the "Leased Premises").

2. Section 7 of the Lease is hereby amended to read:

Section 7. Purpose.

(a) The purpose of this Lease is to permit TENANT to conduct and promote after school and summer programs for youth ages 6-18, which would include activities designed to improve academic success, and develop good character, citizenship and leadership qualities, health and physical education, personal and educational development, outdoor and environmental education, cultural education, social recreation, and promote healthy lifestyles for all youth participants. All TENANT activities on the Leased Premises must be non-profit in nature, but fundraising activity for the benefit of TENANT is not prohibited.

(b) TENANT shall not sublease the Leased Premises for any purpose.

(c) TENANT shall provide a year-round program and activity schedule. TENANT's program will operate 1:00 p.m. - 9:00 p.m. daily when school is in session and 7:00 a.m. - 6:00 p.m. during non-school periods Monday - Friday, except for Holidays. In this Agreement, "Holidays" mean New Year's Day, Martin Luther King Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and the day after Christmas.

(d) TENANT shall create a community advisory board comprising eleven (11) members, one-third of which must reside in the immediate East Altamonte community. On or before July 1 of each year, TENANT shall annually provide COUNTY with a list of the advisory board members.

(e) TENANT shall manage all programs and activities in accordance with all state and local laws, ordinances, standards, and regulations.

(f) TENANT shall provide COUNTY access to and possession of the portion of Leased Premises as described on Exhibit A (the "Rental Area") for the purpose of COUNTY renting the Rental Area to other parties from 8:00 a.m. to 10:00 p.m. on Saturdays and Sundays. COUNTY shall require any such other party to indemnify TENANT for any damage to the personal property of TENANT in the Rental Area that occurs while such other party is using the Rental Area.

(g) TENANT shall open the Rental Area to adult persons, civic groups, community groups, and churches at no charge from 10:00 a.m. to 2:00 p.m. on Mondays and Tuesdays during the School Year. TENANT may obtain from any such adult person, civic group, community group, or church using the Rental Area an agreement to indemnify TENANT for any damage to the personal property of TENANT in the Rental Area that occurs while such adult person, civic group, community group, or church is using the Rental Area. TENANT will be solely responsible for the scheduling of any events during these days and time. In this subsection, "School Year" means the period of time from the beginning date to the end date of public school classes as set forth in the school calendar that is approved and published annually by the Seminole County School Board.

(h) COUNTY will not be provided access to or possession of the Rental Area nor will the Rental Area be open to the general public on Holidays.

3. Section 14 of the Lease is hereby amended to read as follows:

Section 14. Hold Harmless/Indemnification. TENANT shall fully and completely hold harmless, indemnify, and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss, or damage that COUNTY and anyone claiming under or through COUNTY may sustain as a result of claims, demands, costs, or judgments arising from, allegedly arising from, or related to injury or damages of whatever nature that

are caused directly or indirectly by TENANT to persons or property from any use of the Leased Premises attributable to TENANT. In the event that any consideration is deemed to be required in exchange for this indemnification, then TEN AND NO/100 DOLLARS (\$10.00) of the value of the consideration granted unto TENANT will be deemed to have been given.

4. Except as modified by this First Amendment, all terms and conditions of the original Lease remain in full force and effect for the term of the Lease.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

Wesar
DR. VIVEK DESAI, Secretary
(CORPORATE SEAL)

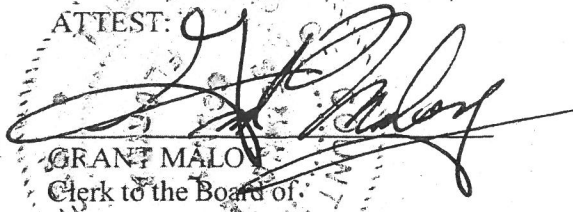
BOYS & GIRLS CLUBS OF CENTRAL
FLORIDA, INC.

By: Gary W. Cain
GARY CAIN, President

Date: 10/23/19

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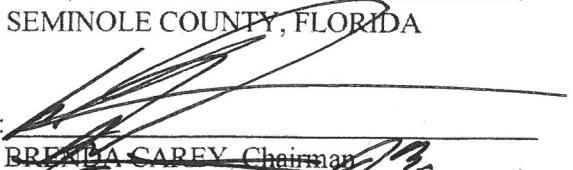
ATTEST:


GRANT MALONEY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance of
Seminole County only.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

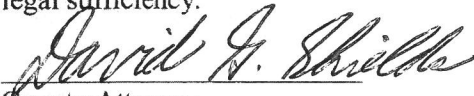

BRENDA CAREY, Chairman

JAY ZEMBOULE, VICE Chair
for Brenda Carey, Chairman

Date: November 5, 2019

As authorized for execution by the Board of
County Commissioners at its October 22,
2019, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

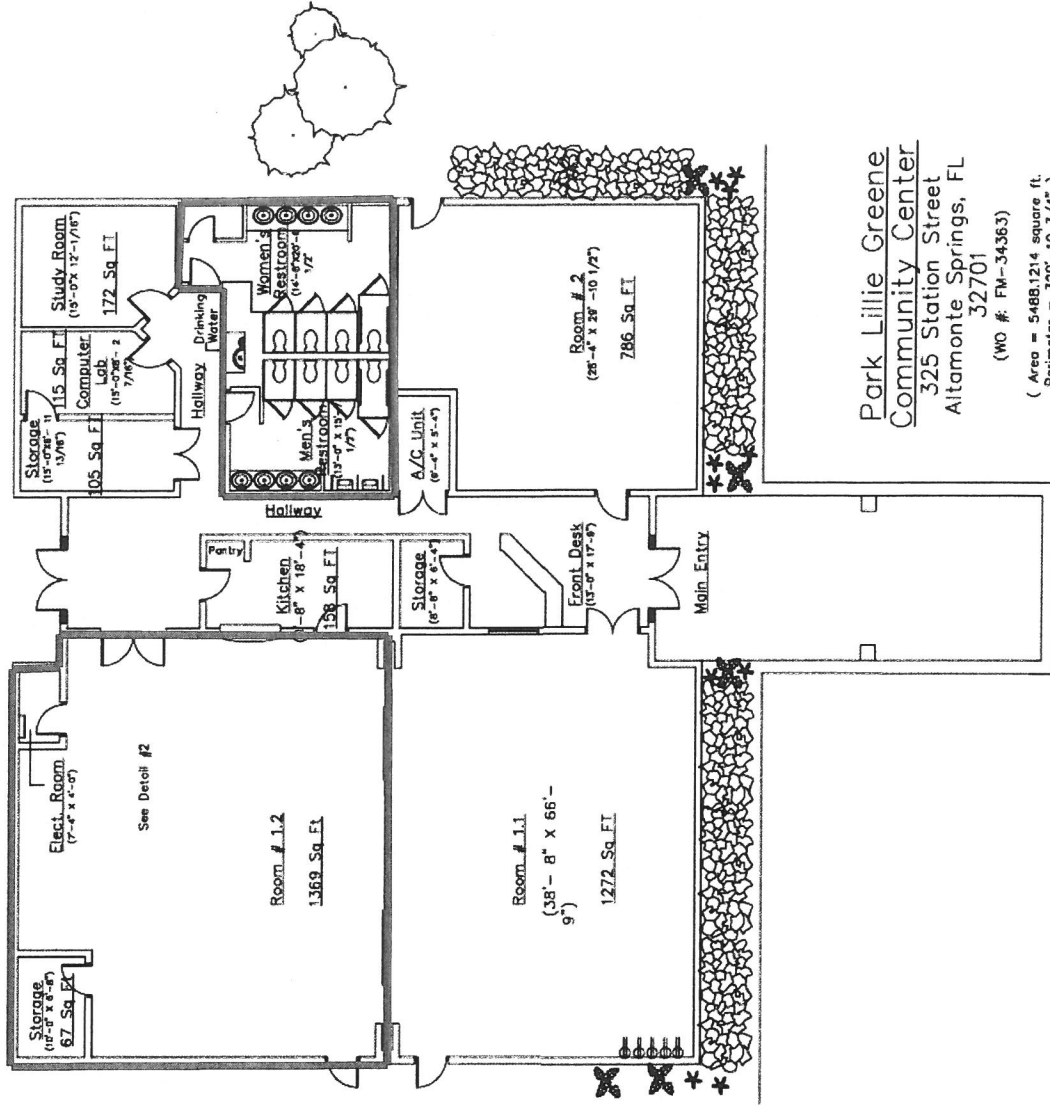
DGS/dre
10/21/19

Attachment:

Exhibit A – Description of Rental Area

T:\Users\dedge\My Documents\Leases\2019\First Amendment to Lillie H. Green Community Center Non-Residential Lease.docx

EXHIBIT A



Park Lillie Greene
Community Center
325 Station Street
Altamonte Springs, FL
32701
(WO #: FM-34363)
(Area = 5485.1214 square ft.
Perimeter = 320'-10 3/4")

□ = "Rental Area"