

## FIRST AMENDMENT TO LEASE AGREEMENT

This *First Amendment to Lease Agreement* (“First Amendment”) is made by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“Landlord”), and Safe Place And Rape Crisis Center, Inc. (“Tenant”) which is registered to conduct business in the State of Florida and whose address is 2139 Main Street, Sarasota, FL 34237 (Landlord and Tenant are collectively referred to herein as the “Parties”).

### RECITALS

**WHEREAS**, on or around October 8, 2019, the parties entered into *Lease Agreement* (“Original Agreement”), relating to Tenant’s use of certain Property and/or Premises defined therein; and

**WHEREAS**, the Parties mutually desire to amend the terms of the Original Agreement as provided in this First Amendment (the Original Agreement and this First Amendment are collectively referred to herein as the “Lease”); and

**WHEREAS**, Section 3.A. of the Original Agreement terminates the lease on October 31, 2024; and

**WHEREAS**, the Parties mutually desire to extend and amend the term of the Original Agreement for one additional year to October 31, 2025; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

#### 1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this “Agreement” in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable, (the “Effective Date”) and shall continue as otherwise provided in the Original Agreement.

## **2. ORIGINAL AGREEMENT SECTION 3. - LEASE TERM AND TERMINATION**

Section 3.A. of the Original Agreement is amended in its entirety as follows:

- 3.A. Term. The term of the Original Agreement ran from November 13, 2019, through October 31, 2020 (“Initial Term”). The Agreement then automatically renewed for four (4) additional one-year terms, ending on October 31, 2024. This Agreement is extended for one (1) additional one-year term, ending on October 31, 2025, unless otherwise terminated.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as follows.

*(This space intentionally left blank; signature pages follow)*

**TENANT  
SAFE PLACE AND RAPE CRISIS CENTER, INC.**

By: \_\_\_\_\_  
Name: Jessica L Hays  
Title: CEO  
Mailing Address: 2139 Main Street,  
Sarasota, Florida 34237

**SWORN ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 2024, by Jessica L. Hays, as Chief Executive Officer for Safe Place and Rape Crisis Center, Inc.

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**APPROVED** by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2024.

**LANDLORD**  
**CITY OF NORTH PORT, FLORIDA**

CITY OF NORTH PORT, FLORIDA

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A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

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HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY