CAC No. <u>2024-0047</u> Approved: <u>8/23/24</u>

## 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 Sarasota County, a political subdivision of the State of Florida ("Tenant") which is registered to conduct business in the State of Florida and whose address is 6919 Outreach Way, North Port, FL 34287 (Landlord and Tenant are collectively referred to herein as the "Parties").

#### RECITALS

WHEREAS, on or around October 19, 2019, the parties entered into a Lease Agreement ("Original Agreement"), relating to Tenant's use of certain Property and/or Premises defined therein; and

WHEREAS, the Original Agreement automatically renewed for four (4) additional one-year terms and terminates on August 31, 2024; and

WHEREAS, the Parties 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").

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

# **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 3.1 of the Original Agreement is amended in its entirety as follows:

Term. The term of this Agreement shall commence on August 31, 2024, and terminates 3.1 on August 31, 2025 ("Initial Term").

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

Approved)

(This space intentionally left blank; signature pages follow)

# TENANT

Board of County Commissioners of Saraseta County, Florida

Jonathan R. Lewis

County Administrator Executed by the County Administrator pursuant to Resolution #2022-114 of the Board of County Commissioners of Sarasota County, Florida

Date 8/23/24

Approved as to form and correctness:

By R. County Attorney - 124

APPROVED by the City Commission of the City of North Port, Florida on July 23, 2024.

LANDLORD CITY OF NORTH PORT, FLORIDA

CITY OF, NORTH PORT, FLORIDA

A/JEROME FLETCHER II, ICMA-CM, MPA

ATTEST

us-HEATHER FAUST, MMC

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S. CITY ATTORNEY