

SECOND AMENDMENT TO LEASE AGREEMENT

This *Second Amendment to Lease Agreement* ("Second 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, Section 3.1 of the Original Agreement provided for termination of the lease on August 31, 2024; and

WHEREAS, the parties subsequently amended the Original Agreement to extend the lease for an additional one-year term, expiring on August 31, 2025 (the "First Amendment"); and

WHEREAS, the Parties desire to extend the term of the First Amendment to expire on August 31, 2026; and

WHEREAS, the Parties desire to amend the terms of the Original Agreement as provided in this Second Amendment (the Original Agreement and this Second 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 Second Amendment, all of which are incorporated by reference as if set forth fully herein. This Second 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 Second Amendment mean and include both the Original Agreement and this Second Amendment.
- C. This Second 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:

3.1 Term. The term of this Agreement ran from October 19, 2019, through August 31, 2020 (“Initial Term”). The Agreement then automatically renewed for four (4) additional one-year terms, ending on August 31, 2024. This Agreement was extended for one (1) additional one-year term, ending on August 31, 2025, unless otherwise terminated. Through this Second Amendment, the Agreement is further extended for an additional one-year term, ending on August 31, 2026, unless otherwise terminated.

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

(This space intentionally left blank; signature pages follow)

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____
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: _____

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

APPROVED by the City Commission of the City of North Port, Florida on _____, 202__.

LANDLORD
CITY OF NORTH PORT, FLORIDA

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

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY