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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is entered into by and between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948, hereinafter referred to as the "LESSOR," and Senior Friendship Centers, Inc., 1888 Brother Geenen Way, Sarasota, Florida 34236, hereinafter called the "LESSEE."

WITNESSETH:

WHEREAS, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, the property known as the Rebecca Neal Owens Center located at 27420 Voyageur Drive, Punta Gorda, Florida 33983, in Charlotte County, Florida (the "Property"); and

WHEREAS, Section 125.38, Florida Statutes, permits counties to lease county-owned property to not-for-profit organizations which are organized for the purposes of promoting public or community interest and welfare; and

WHEREAS, the parties hereto desire to enter into this Lease to make efficient use of their power and resources, and to provide for the best interests of LESSOR and LESSEE.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the parties hereto agree as follows:

GENERAL PROVISIONS:

- A. PREMISES. The LESSOR hereby leases to the LESSEE, for the term and under the conditions hereinafter set out, the Property attached hereto as Exhibit "A" and having an area of approximately 4,667 square feet (the "Leased Premises").
- B. TERM. The term of this agreement shall be twelve (12) months and will commence on the 1st day of January 2023, and continuing thru December 31, 2023, for a total term of one (1) year. LESSEE shall have the option of renewing this Lease for two (2) additional terms of one (1) year, upon written approval by the parties, for a total potential term of three (3) years. Either party may terminate this Lease by providing the other party ninety (90) days' written notice prior to December 31st of each year, by hand delivery, registered or certified mail, or courier.
- C. RENT. LESSEE shall pay all utilities as rent for the Leased Premises.
- D. HAZARDOUS WASTE. The LESSEE will ensure that all hazardous waste and/or other contaminating materials are properly disposed of, that no improper disposal is made, and that the Leased Premises will be kept free and clear of any contamination. At the termination of this Lease, the LESSEE will be required to certify to the LESSOR that during LESSEE'S possession, there has been no spillage of any hazardous waste

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materials. If the Leased Premises are contaminated by LESSEE during LESSEE'S possession, LESSEE shall be responsible for required clean-up and all costs associated therewith. In addition, LESSEE agrees to comply with all applicable local, state, and federal law regarding the storage and safe handling of hazardous materials. This paragraph shall survive termination of this Lease.

- E. OWNERSHIP OF BUILDING AND STRUCTURES. At the termination of this Lease, any improvements, renovations or structures constructed or erected by or on behalf of LESSEE in, on or to the Leased Premises, and any personal property left on the Leased Premises, will become or remain the property of LESSOR.
- F. UTILITIES. LESSEE shall be responsible for the payment of all utilities.
- G. TAXES, FEES, AND ASSESSMENTS. LESSEE will pay directly to the applicable government entity, or to LESSOR, if LESSOR is invoiced by such government entity, all taxes, fees, assessments, or other charges assessed against the Leased Premises, operations, or activities of LESSEE. LESSEE will promptly pay to the appropriate taxing authority any sales, use, ad valorem, or other taxes or assessments which are assessed as a result of this Lease or LESSEE's use of the Leased Premises.
- H. REMEDIES FOR BREACH OF AGREEMENT; VENUE. If LESSEE fails to perform or breaches any part of this Lease, LESSOR may institute an action in a court of competent jurisdiction to terminate this Lease or to compel performance; provided, however, that the LESSOR provides written notice to the LESSEE of its failure to perform or breach of such agreement, and also provides fifteen (15) days from LESSEE'S receipt of such written notice to cure, or to make reasonable steps to cure, such failure to perform or breach. Charlotte County, Florida shall be the venue should an action be initiated in a court of competent jurisdiction pursuant to this paragraph or in connection with any of the provisions of this Lease.
- I. NO WAIVER. The waiver by LESSOR or LESSEE of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- J. NOTICES. In the event either party hereunder desires or is required to provide notice to the other party, the party desiring or required to provide such notice will provide it in writing and send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to Lessor:
County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

If to Lessee:
President
Senior Friendship Centers
1888 Brother Geenen Way
Sarasota, FL 34236

- K. BUILDING EMERGENCY CONTACT PERSON. The name, telephone number, and email address for LESSEE'S building emergency contact person who must be

able to appear physically on site any time an emergency arises is as follows:

Name: Debra Bragg
Phone number: Office: 941.255.0723 or 941.404.0640
Cell: 941.320.2628
Email address: dbragg@friendshipcenters.org

- L. SIGNS. LESSEE will not place, or cause to be placed, any sign or signs on the Property in addition to those currently in existence without the written consent of LESSOR. Any of LESSEE'S signs must comply with the provisions of local and state law and shall be in conformity with local custom and be in good taste.
- M. AMERICANS WITH DISABILITIES ACT. LESSEE agrees that any improvements or renovations performed or made at the Leased Premises will conform, and comply with, requirements as set out in the Americans With Disabilities Act.
- N. FIRE AND OTHER HAZARDS.
- a) In the event the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, LESSOR at its option may either repair the damage to the Leased Premises at its own cost and expense or terminate this Lease without penalty. Should the Leased Premises be only partly destroyed so that the major part thereof is still usable by the LESSEE, LESSOR, at its sole option, may permit LESSEE to continue with the Lease, or terminate the Lease without penalty.
 - b) LESSOR will provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. LESSOR shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal, prior to occupancy by the LESSEE, and at any time thereafter.
- O. EXPIRATION OF TERM. At the expiration of the term, the LESSEE will peaceably yield up to the LESSOR the Leased Premises, in broom-swept condition and in good repair. It is understood and agreed between the parties that until the date the Lease terminates, the LESSEE will have the right to remove from the Leased Premises all personal property of the LESSEE and all machinery, equipment, and appliances placed or installed on the Leased Premises by it, provided the LESSEE restores the Leased Premises to as good a state of repair as they were prior to the removal.
- P. ENTIRE AGREEMENT. This Lease incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document.
- Q. MODIFICATION OF AGREEMENT. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- R. SEVERABILITY. In the event any provision of this Lease is held invalid and unenforceable, the remaining provisions will be valid and binding upon the parties.

One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed as a waiver of a subsequent breach by the other party.

- S. AUTHORITY TO EXECUTE. LESSEE warrants that it, and the person executing this Lease on behalf of them, have the right, power and authority to execute this Lease.
- T. PROHIBITION AGAINST ASSIGNMENT WITHOUT LESSOR'S CONSENT. LESSEE will not assign this Lease, or any interest therein or any right or privilege appurtenant thereto or to the Leased Premises, or allow any person other than LESSEE and LESSEE'S officers, agents, employees, licensees, invitees, or contractors, to occupy or use the Leased Premises or any part of them, without first obtaining the written consent of LESSOR. LESSOR'S consent to one assignment or occupancy or use by a party other than LESSEE will not be a consent to any subsequent assignment or occupancy or use by any other person. Any unauthorized assignment will be void and will terminate this Lease at LESSOR'S option.
- U. WAIVER OF DEFAULTS. The waiver by the LESSOR of any breach of this Lease by the LESSEE will not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.
- V. APPLICABLE LAW. This Lease and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- W. EFFECTIVE DATE. This Lease shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

SPECIAL PROVISIONS:

- 1. HOURS OF OPERATION. The parties acknowledge that the LESSEE wishes to occupy the Leased Premises on weekdays, from 7:30 a.m. to 4:30 p.m., throughout the term of this Lease. LESSEE may amend the hours and days of LESSEE'S use of the Leased Premises with the written consent of the County Administrator or his/her designee.
- 2. USE OF LEASED PREMISES. LESSEE will use the Leased Premises for conducting its official business and any other lawful purpose necessary to conduct its operations. LESSEE will make no unlawful, improper or offensive use of the Leased Premises or any use or occupancy thereof contrary to the laws of the State of Florida or Charlotte County. Regarding the areas of the Property that are not part of the Leased Premises, and which are not specifically leased by another tenant, LESSEE shall be able to use these "Common Areas" for reasonable use associated with leasing the Leased Premises. The Common Areas shall include, but are not limited to, the parking lot and sidewalks. Should LESSEE desire to use the Common Areas for a special use, or after normal business hours, such use shall require the consent from LESSOR or its designee. Special use of the Common Areas shall be on a first come first served basis, with the ultimate discretion resting exclusively with the LESSOR. LESSOR reserves the right to charge the LESSEE a special event fee to reimburse LESSOR for any additional costs associated with the special event including, but not

limited to, costs associated with: security, county personnel, or increased utilities costs.

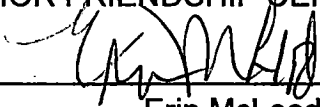
3. **MAINTENANCE AND REPAIRS.** During the term of this Lease, the LESSEE shall keep the interior of the Leased Premises in a good state of repair, reasonable wear and tear expected. The LESSEE will maintain the Leased Premises in a clean, neat condition and will not accumulate or permit the accumulation of any trash, refuse or debris, excluding such trash or refuse placed in an appropriate location for collection, or of anything that is unsightly, or which creates a fire hazard or nuisance to adjoining properties. Further, LESSEE will not commit waste on the Leased Premises nor maintain, commit, or permit the maintenance or commission of a nuisance thereon. LESSEE will not allow storage or use of property, equipment or vehicles not associated with the operation of the LESSEE'S business. There will be no living quarters, nor will anyone be permitted to live or cook within the Leased Premises or store personal property thereon. LESSEE will conform to all applicable laws and ordinances, including any existing rules and regulations of LESSOR, respecting the use or occupancy of the Leased Premises. LESSOR shall be responsible for all exterior maintenance of the Leased Premises, including routine maintenance, roof repair, exterior painting, parking lot repair and maintenance (including stripe markings), as well as the repair and maintenance of exterior water and sewer lines and connections, exclusive of stoppages.
4. **IMPROVEMENTS.** The parties agree that any improvements and renovations at the Leased Premises shall be performed solely by LESSEE. LESSEE agrees to pay for any and all costs for any improvements or renovations to the Leased Premises and further agrees to pay for said improvements and renovations in accordance with the provisions of Sections 218.70 through 218.80, Florida Statutes, the Local Government Florida Prompt Payment Act. No improvements or renovations will be constructed or performed by LESSEE without the prior written consent of LESSOR. LESSOR agrees to provide and install the necessary electrical and communication cables, etc., to LESSEE'S offices at the Leased Premises.
5. **INDEMNIFICATIONS.**
 - (a) In addition to the other good and valuable consideration described in this Lease, the receipt of which the parties acknowledge, LESSEE agrees to be fully responsible to the limits set forth under Florida law for its own negligent acts or omissions, or intentional tortuous acts, and agrees to be liable to the limits provided by law for any damages proximately caused by said acts or omissions, or intentional tortuous acts. Nothing contained herein will be construed to be a consent by LESSOR to be sued by third parties in any matter arising out of this or any other agreement. LESSOR will not be liable to the LESSEE or any other person for any injury, loss or damage to Property or to any person on the Leased Premises.
 - (b) Neither LESSOR nor LESSEE will be liable to the other for any damage by or from any act or negligence of any co-tenant or other occupant of the Leased Premises, if any, or by any owner or occupant of adjoining or contiguous property.

6. INSURANCE. LESSOR reserves the right to require LESSEE to obtain and maintain a general liability insurance policy, to cover risk, physical damage, and public liability, for amounts and with provisions determined by LESSOR'S Risk Management Director to adequately protect the interests of the parties hereto.
7. RIGHT OF ENTRY. During the Lease term, LESSOR may enter into and upon the Leased Premises for the purpose of inspecting the same and for the purpose of making any improvements or repairs as LESSOR may wish to make or is required to make under the terms of this Lease.
8. ANNUAL REPORTING. LESSEE shall provide an initial Program Mission Statement identifying LESSEE'S mission, goals, and objectives and an Annual Report (upon renewal of the Lease) in accordance with Exhibit "B".

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, as of the date and year written below.

SENIOR FRIENDSHIP CENTERS, INC.

By: 

Print Name: Erin McLeod

Title: President/CEO

Date: 11-17-22

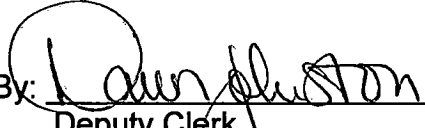
BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: 
William G. Jones, Chairman

Date: Dec 13, 2022

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: 
Deputy Clerk

ACR 2022-160

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

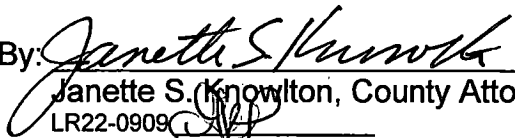
By: 
Janette S. Knowlton, County Attorney
LR22-0909

EXHIBIT A

Portfolio: County Buildings

Building: Rebecca Neal Owens Meal Center

Site: Rebecca Neal Owens Meal Site

Building #: 1-023-01

Assessment Date: 10/9/2013

CRV: \$762,266

Size: 4,667 Sq. Ft.

Year Constructed: 1936

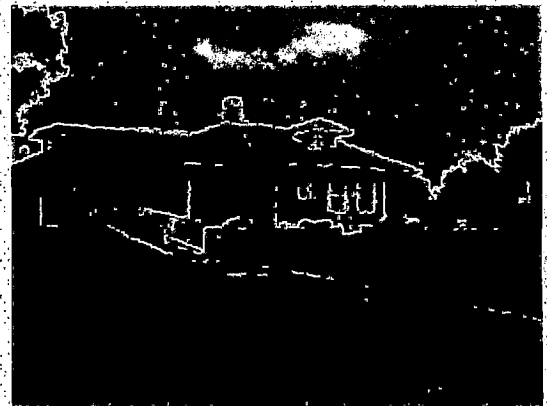
Owner: Charlotte County

Manager: Charlotte County

Floors: 1

Building Type: Community Center

Building Use: Meal Center



Address: 27420 Voyager Drive

City: Punta Gorda

State: FL

Zip Code: 33950

EXHIBIT B

Program & Services Mission and Outcomes

Program Mission (to be prepared by LESSEE prior to lease execution)

Describe the mission and services provided by your organization in the space leased from Charlotte County.

SFC mission: We build vibrant communities by advancing wellness, connection, and enrichment throughout the journey of aging.

Identify one to three outcomes for the programs. Outcomes should be specific, achievable, measurable and directly related to the organization's mission.

Outcome 1: Serve 2000 meals to the dining site clients

Outcome 2: Provide activities and socialization to those that live alone and are isolated

Outcome 3: Provide monthly nutritional education to our clients to promote healthier eating habits

Provide a detailed plan for measuring and evaluating outcomes. (May attach additional sheets)

We do annual assessments and surveys to evaluate the program and their nutritional habits

Program Reporting - Annual reporting for each term of the lease shall be submitted to Charlotte County Facilities' Director or designee by October 30th each calendar year.

Has the target population or program changed within the year? Yes _____ No X

If yes, please explain: _____

How many total clients did each program serve during year? 30

Please report the progress from the past October 1st to September 30th for each outcome referenced in the original lease Program Mission section above.

Progress/Results on Outcome 1: 1618 meals were served to the clients. Meal count decreased due to limited transportation available through Charlotte County Trans. Site is only open 3 days a week.

Progress/Results on Outcome 2: Nutrition Education was provided monthly

Progress/Results on Outcome 3: Activities and socialization was provided during the time the site was open.

How did the outcomes you achieved demonstrate that the program is helping to address critical issues facing Charlotte County residents during the year?

Clients enjoy socializing and making new friends.

Describe the specific goals and objectives for your organization in the space leased from Charlotte County during the term of next October 1st to September 30th.

To continue providing nutritional meals, planned activities and nutritional education.

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FIRST ADDENDUM TO LEASE AGREEMENT

This FIRST ADDENDUM TO LEASE AGREEMENT ("Addendum") is entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida ("LESSOR"), and Senior Friendship Centers, Inc., a Florida not-for-profit corporation, 1888 Brother Greenen Way, Sarasota, FL 34236 ("LESSEE").

RECITALS

A. LESSOR and LESSEE entered into a Lease Agreement (the "*Master Agreement*") dated January 1, 2023, to lease from LESSOR approximately 4,667 square feet of space, identified as Rebecca Neal Owens Center (the "*Leased Premises*") located at 27420 Voyageur Drive, Punta Gorda, FL, 33983, in Charlotte County, Florida, identified also by Parcel ID: 402315476004

B. The *Master Agreement*, whose original term commenced on January 1, 2023, and continued thru December 31, 2023, provides the LESSEE with an option to renew the *Master Agreement* for two (2) additional one (1) year terms upon written approval of the parties prior to December 31st of each year.

C. LESSEE wishes to exercise its first of two (2) options to renew and extend the *Master Agreement* for a term of one (1) year, commencing January 1, 2024 thru December 31, 2024.

D. Pursuant to Section 6 under Special Provisions of the *Master Agreement*, LESSOR wishes to exercise its right to require LESSEE to maintain and provide evidence of a Commercial General Liability Insurance Policy.

E. Provided LESSEE is in good standing pursuant to the *Master Agreement's* terms and the *Master Agreement* has not been otherwise terminated, LESSEE wishes to extend the *Master Agreement* for a term of one (1) year.

TERMS OF FIRST ADDENDUM TO LEASE AGREEMENT

In consideration of the sum of the cost of all utilities as rent for the Leased Premises, and the mutual promises and covenants contained in the *Master Agreement* and in this First Addendum to Lease Agreement, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows:

1. The above recitals are hereby incorporated into and made part of this First Addendum to Lease Agreement.

2. LESSOR hereby leases to the LESSEE, for the term and under the conditions set forth below, the *Leased Premises* as described above and shown on the site map attached hereto and made part of this Addendum as **Exhibit A**.

3. The *Master Agreement* is hereby renewed by this First Addendum to Lease Agreement for a period of one (1) year commencing January 1, 2024, and terminating

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December 31, 2024.

4. LESSEE shall maintain and provide evidence of Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and in the aggregate. Charlotte County Board of County Commissioners shall be listed as the Certificate Holder and included as an additional insured on the policy.

5. The name, telephone number, and email address for LESSEE'S building emergency contact person(s) who must be able to appear physically on site any time an emergency arises is as follows:

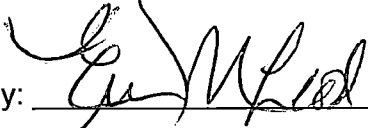
Name:	Debra Bragg	Cathy Bivins
Phone Number:	941-404-0640	941-268-5938
Email Address:	DBragg@FriendshipCenters.org	Cbivins@FriendshipCenters.org

6. All remaining terms not amended by, or in conflict with, this First Addendum to Lease Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto entered this Addendum for the purposes herein expressed, on the day and year as signed by the County.

LESSEE:

SENIOR FRIENDSHIP CENTERS, INC.

By: 

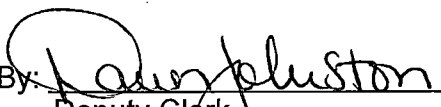
Print Name: Erin McLeod

Title: Pres + CEO

Date: 11/13/2023

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

By: 

Deputy Clerk

A.AGR 2022-160

LESSOR:

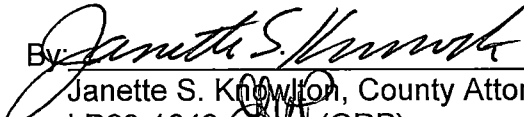
**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: 

Hector Flores, County Administrator
Resolution No. 2022-168

Date: 11/16/23

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 

Janette S. Knowlton, County Attorney
LR23-1049 (GRP)

EXHIBIT A

Portfolio: County Buildings

Building: Rebecca Neal Owens Meal Center

Site: Rebecca Neal Owens Meal Site

Building #: 1-023-01

Assessment Date: 10/9/2013

CRV: \$762,266

Size: 4,667 Sq. Ft.

Year Constructed: 1936

Owner: Charlotte County

Manager: Charlotte County

Floors: 1

Building Type: Community Center

Building Use: Meal Center



Address: 27420 Voyager Drive

City: Punta Gorda

State: FL

Zip Code: 33950

EXHIBIT B

Program Mission, Services, & Outcomes

Program Mission (to be prepared by LESSEE prior to lease execution)

Describe the mission and services provided by your organization in the space leased from Charlotte County.

Mission: We build vibrant communities by advancing wellness, connection, and enrichment throughout the journey of aging

The space is used for our dining program as a dining site and our Charlotte County administrative building. We also started a Friendship At Home program in Charlotte County and utilize the office space for that program as well.

Identify one to three outcomes for the programs. Outcomes should be specific, achievable, measurable and directly related to the organization's mission.

Outcome 1: Serve 2,000 meals to dining site clients.

Outcome 2: Provide activities and socialization to those that live alone and are isolated.

Outcome 3: Enroll 30 new FAH clients

Provide a detailed plan for measuring and evaluating outcomes. (May attach additional sheets)

We do annual assessments and surveys to evaluate the program and their nutritional habits. We also complete satisfaction surveys for our FAH clients.

Program Reporting - Annual reporting for each term of the lease shall be submitted to Charlotte County Facilities' Director or designee.

Has the target population or program changed within the year? Yes _____ No X

If yes, please explain: _____

How many total clients did each program serve during year? 27

Please report the progress from the past twelve months for each outcome referenced in the original Program Mission section above.

Progress/Results on Outcome 1: From 11/1/22 - 10/31/23 we served 1,822 meals

Progress/Results on Outcome 2: Dining site was open 3 days/week (limited transportation options) and provided activities and socialization to clients.

Progress/Results on Outcome 3: Program is brand new and we will report on it next year.

How did the outcomes you achieved demonstrate that the program is helping to address critical issues facing Charlotte County residents during the year?

Clients not only get meals, but much needed socialization with others in their community.

Describe the specific goals and objectives for your organization in the space leased from Charlotte County during the term of the next twelve-month period.

We will enroll 30 new FAH clients who will receive crisis intervention services to include financial assistance, telephone reassurance or a friendly visitor.

Our nutrition program will continue to serve hot meals to isolated seniors in need of socialization and companionship. Included with the nutritious meals are activities and nutritional education.

Program Name: Senior Friendship Centers

Program Address: 27420 Voyageur Drive Punta Gorda Florida 33983

Form Completed By: Amanda Hinz. VP of contracted programs

Date Completed: 11/7/23