

**SECOND AMENDMENT TO LEASE
GREATER PALM BAY SENIOR CENTER**

This amendment to the above referenced Contract is made and entered into this ____ day of _____, 2025, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the “City,” and the GREATER SOUTH BREVARD SENIOR CITIZEN CENTER, INC., hereinafter referred to as the “Lessee”).

WHEREAS, the City and Lessee entered into a Lease Agreement on May 6th, 2021, where the Lessee would lease a City-owned facility to provide programs and services to the senior population of the City, and

WHEREAS, the Lease was to last for a period of three (3) years with the option to renew for an additional two (2) years, with an additional option for one (1) year terms afterwards with sixty days written notice,

WHEREAS, the City and Lessee agreed to extend the Lease until May 5, 2025, and

WHEREAS, City and Lessee have agreed to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows

1. **Recitals.** The Recitals set forth hereinabove are incorporated herein as if restated in their entireties. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. **Term.** The lease is extended through May 5, 2026.
3. **Obligations of the Lessee.** Paragraph 9 is stricken and shall be replaced as follows:
 - a. The Lessee shall keep the interior of the building clean and orderly in accordance with any applicable laws, regulations or ordinances The City reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Senior Center. Lessee shall maintain said property in its present condition, ordinary wear and tear excepted.
 - b. The Lessee shall be responsible for the costs and provision of maintenance, repair and repair by replacement of the plumbing system from water meter to tap, the electrical system and the heating, ventilation, and air conditioning system (HVAC). However, the Lessee shall only be responsible for the costs of such maintenance and repair for each system up to a cap of \$750.00 for each system for each fiscal year ("fiscal year" is defined as October 1 through September 30 of the following year). Costs in excess of the referenced deductible per fiscal year for each system shall be borne by the Lessor. This flat rate shall be renegotiated every ten years, the first change (if any) becoming effective October 1,

2026. The Lessor shall be responsible for contacting the Lessee approximately sixty (60) days in advance of October 1 of every tenth year in order to be in negotiations.

c. The term "system" is intended to include all HVAC units as one system, and all plumbing as one system, as outlined above. During the months of April and October of each year, the Lessee at its own cost shall have a maintenance check of the plumbing and HVAC systems conducted by the Lessor's facilities staff by submitting a properly initiated work order, or by an appropriately licensed contractor. Such costs of maintenance check may be utilized in reaching the deductible caps above for which the Lessee is responsible. Such contractors hired by the Lessee must be approved by the Lessor prior to work being performed.

d. The City shall have access to the building at all times, via key fob, for emergencies or other concerns. The City shall make the Senior Center aware of any entry.

e. All improvements and any changes made by Lessee to the interior of building shall be at the cost of the Lessee and subject to prior written approval by the City which shall not be unreasonably withheld.

f. The Lessee, at its cost shall be responsible for all interior and exterior signage it desires, electronic marquee signs which the Lessee desires in order to advertise its programs, excluding parking signs. However, all signage must comply with Americans with Disabilities Act regulations and must be preapproved by the City. Such signs must with any applicable jurisdiction code or ordinance.

g. The Lessee shall have control and responsibility for City-owned (presently or subsequently installed) equipment and other depreciable property at the Senior Center. Such property shall be considered a part and portion of the City's property covered in this Lease. None of the City owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Senior Center without the written approval of the Parks and Facilities Department Director or designee.

h. The Lessee shall promptly notify the City of the necessity of any and all maintenance and repairs needed to the exterior and utility systems, including but not limited to the plumbing, electrical systems and HVAC for the Senior Center.

i. All inspections, maintenance, repair, monitoring and costs associated with the security systems shall be the responsibility of the Lessee.

j. The Lessee shall pay the expense of fire alarm monitoring.

k. Lessee understands that the Senior Center must be operated in such a fashion to comply with all federal, state and local all codes in order to operate the Senior Center or otherwise carry out the programs and activities authorized by the Lessee in compliance with this lease.

l. The Lessee agrees to cooperate with the City in all matters pertaining and relating to the operation of the Senior Center. This shall include providing space at no charge for up to five (5) public meetings, health and wellness services, recreational events, and any other City-sponsored programs, services, events and meetings under the condition that the scheduling of such events would not interfere with previously scheduled Lessee events.

m. Lessee shall be responsible for routine maintenance of the bocce court.

n. Lessee shall be responsible for repair and/or replacement of all interior smoke

detectors.

o. Lessee shall be responsible for repair and/or replacement of interior light fixtures including light ballasts and light bulbs.

p. Lessee shall be responsible for keeping all drains and toilets free from debris and for the cost of snaking/cleaning all drains and toilets as the City does not provide such service.

q. Lessee shall be responsible for the maintaining the interior premises in good order, condition and repair, including maintaining paint and floors, major repairs excepted.

4. **Obligations of the City.** Paragraph 10(e) is amended to increase the Lessee's responsibility for repairs of the HVAC system:

e. The City shall be responsible for any needed repair and/or replacement of the HVAC system with the Lessee paying up to a \$750.00 cap for each system per fiscal year.

4. **Revenues.** Paragraph 14 is stricken and replaced with the following:

14) Revenues. Revenues may be derived by the Lessee from memberships, fund-raising events donations, special activities shared revenues obtained from admission to activities sponsored and operated by other senior or organizations, some participation from community-based organizations and for occasional use by other age groups. The City shall have usage of the Senior Center at no charge as provided in paragraph 9(l) if the City **provides** the Lessee with notice fourteen (14) days in advance of the desired usage. The City has the option to rent the Senior Center during non-dedicated/usage time for any events in excess of the agreed upon five (5) events referenced in paragraph 9(l) of the Lease. The City shall supply notice fourteen (14) days in advance of said usage and direct costs shall apply, as mutually agreed to by both parties in advance.

5. **Alterations, Changes and Additions.** Paragraph 20 is stricken and replaced as follows:

a. Lessee shall not make any alterations, additions, or improvements in or to the Senior Center ("Alterations") without the prior written consent of City. Subject to the prior written consent of City, Lessee, at Lessee's expense, may make Alterations which are nonstructural and do not affect utility services or plumbing and electrical lines in or to the interior of Senior Center by using contractors or subcontractors approved by City. Lessee shall, before making Alterations, at its expense, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and, upon receipt shall deliver copies to City. Lessee agrees to carry and will cause Lessee's contractors and subcontractors to carry such worker's compensation, general liability, personal, and property damage insurance as City requires. Evidence of such insurance shall be delivered by Lessee to City prior to commencement of Alterations.

b. All Alterations, installed in the Senior Center at any time, shall, upon installation, become City's property and shall be surrendered with the Senior Center. Lessee shall transfer to the City all warranties received from any manufacturers, dealers and/or installers

of such equipment, roofing or improvement, and Lessee agrees to use all reasonable effort to assist the City in enforcing such warranty.

c. Upon the expiration of the term, or upon the earlier termination of this Lease, Lessee shall peaceably and quietly surrender and deliver the Senior Center to City in good and substantial condition, reasonable wear and tear excepted. Any property of Lessee, if not removed at the expiration of termination of this Lease, shall, at City's option, be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may remove any such property from the Senior Center and store the same at the risk and expense of Lessee or may otherwise dispose of the same in any manner whatsoever. Lessee shall repair and restore all damage to the Senior Center caused by removal by Lessee or agent of the Lessee of any of Lessee's property

d. Nothing in this section shall be construed to give City title to or to prevent Lessee's removal of, trade fixtures, moveable office furniture, and equipment, provided that Lessee complies with all applicable laws, ordinances, and regulations and provided that Lessee is not in default at that time and the fixtures can be removed without structural damage to the Senior Center.

6. Radon. The following paragraph is added as paragraph 45 to the Lease:

45. Radon Disclosure: As required by §404.056, Florida Statutes, the following disclosure is hereby made by the City:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county health department.

7. In all other respects and, except as specifically modified and amended, the Lease dated May 6, 2021 shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

LESSEE

120 Malabar Road SE

By: _____
City Manager

By: _____
Name/Title

Signature/Date

Signature/Date