

**SECOND AMENDMENT AND FINAL RENEWAL TO LEASE AGREEMENT
SEMINOLE COUNTY MENTAL HEALTH CENTER**

THIS SECOND AMENDMENT AND FINAL RENEWAL TO LEASE AGREEMENT is to that Lease Agreement entered into on the 29th day of April, 2005, as amended on March 10, 2015, by and between **ASPIRE HEALTH PARTNERS, INC.**, whose address is 5151 Adanson Drive, Suite 200, Orlando, Florida 32804, in this Second Amendment and Final Renewal referred to as "TENANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Second Amendment and Final Renewal referred to as "LANDLORD."

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease Agreement on April 29, 2005, as amended on March 10, 2015, for the property located at 300 Bay Avenue, Sanford, Florida, for a term of fifteen (15) years commencing April 29, 2005 and ending April 29, 2020; and

WHEREAS, Section 22 of the Lease Agreement provides that no amendments or modifications of the Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of the original Lease Agreement; and

WHEREAS, the parties desire to amend the Lease Agreement to revise Section 12 and to renew the Lease Agreement for another five (5) years to enable both parties to continue to enjoy the mutual benefits that the Lease Agreement provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Second Amendment and Final Renewal to Lease Agreement, the parties agree to amend the Lease Agreement as follows:

I. Pursuant to Section 2 of the Lease Agreement, the Lease Agreement is hereby renewed for another term commencing on April 30, 2020 and continuing for a term of five (5) years until it ends on April 29, 2025, unless terminated sooner as provided for in Section 17 of the Lease Agreement.

III. Section 12 of the Lease Agreement is amended to read:

Section 12. INSURANCE.

(a) General. TENANT shall procure and maintain insurance required under this Section at TENANT's own cost.

(1) TENANT shall provide LANDLORD with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must clearly identify this Lease Agreement on the Certificate's face.** LANDLORD, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, TENANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that LANDLORD will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to LANDLORD.

Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by LANDLORD, TENANT shall provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by LANDLORD nor failure to disapprove the insurance provided by TENANT will relieve TENANT of its full responsibility for performance of any obligation, including its indemnification of LANDLORD, under this Lease Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Lease Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company (i) loses its Certificate of

Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall immediately notify LANDLORD as soon as TENANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, TENANT will be deemed to be in default of this Lease Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of TENANT, TENANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at TENANT's sole expense. Except as otherwise specified in this Lease Agreement, the insurance will become effective upon execution of this Lease Agreement by TENANT and must be maintained in force until the expiration of this Lease Agreement's term or the expiration of all Orders issued under this Lease Agreement, whichever comes last. Failure by TENANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Lease Agreement, for which LANDLORD may immediately terminate this Lease Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) TENANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. TENANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both TENANT and its subcontractors

are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) TENANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) TENANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. TENANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(d) Coverage. The insurance provided by TENANT pursuant to this Lease Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by LANDLORD or LANDLORD's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of TENANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Lease Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve TENANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Lease Agreement.

IV. Section 23 of the Lease Agreement is amended to read:

Section 23. NOTICES. Whenever either party desires to notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

LANDLORD:

Public Works Department
Facilities & Property Management Division
205 West County Home Road
Sanford, FL 32773

TENANT

Aspire Health Partners, Inc.
5151 Adanson Drive, Suite 200
Orlando, Florida 32804

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose expressed in this Second Amendment and Final Renewal to Lease Agreement.

ATTEST:

Christine Suehle
Witness

Christine Suehle
Print Name

Denise McKenna
Witness

Denise McKenna
Print Name

ASPIRE HEALTH PARTNERS, INC.

Babette Hankey
BABETTE HANKEY

March 25, 2020
Date

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2020, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
03/25/20

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