

**LEASE AGREEMENT BETWEEN
THE ETERNITY TEMPLE WASHINGTON PARK COMMUNITY DEVELOPMENT
CORPORATION, INC.
AND
MANATEE COUNTY**

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**County**"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **THE ETERNITY TEMPLE WASHINGTON PARK COMMUNITY DEVELOPMENT CORPORATION, INC.** (hereinafter referred to as "**Lessee**"), a Florida not-for-profit corporation, whose mailing address is 716 29th Street East, Palmetto, Florida 34221.

NOW, THEREFORE, it is agreed as follows:

1. **THE PROPERTY:** County hereby leases to Lessee that certain improved real property located in the County of Manatee, State of Florida, as more specifically described as the Lawrence C. and Clifford B. Livingston Community Center, located at 3011 8th Ave E, Palmetto Florida 34221 (hereinafter referred to as the "**Property**"), and subject to the terms, conditions, restrictions, and limitations set forth herein.

It is understood and it is a condition of the granting of this Lease that Lessee's interest in the Property shall, at all times during the period of this Lease, be limited to the use of the Property for the sole purpose of providing programs as listed in this Lease Agreement and shall not be considered as having any right in or to the **PROPERTY** or any other interest of any kind or nature therein.

2. **USE:**
 - A. Throughout the term of this Lease, **LESSEE** shall use the **PROPERTY** for the purpose of operating programs and shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a Tax-Exempt Organization through the term of this Lease. Programs may be provided by volunteers or employees of the Lessee or by subcontractors who are being funded through the Manatee County Non Profit Investment process and have an active agreement.

B. The performance of this Lease shall be in compliance with all applicable laws, orders, and codes of federal, state and local governments and the Americans with Disabilities Act. Lessee covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs, be excluded from participation in or denied the benefits of employment by the Lessee or be subject to discrimination under any program or activity on the Property.

3. TERM AND RENT:

A. The term of this Lease shall be for a period of 12 months, commencing October 1, 2026 and ending on September 30, 2027.

B. Rental for the year shall be in the amount of \$1.00 for the entire term.

4. UTILITIES:

Except as otherwise provided herein, County shall initiate, contract for, and obtain in County name any utility services required on the premises including, but not limited to, water, sewer, electricity, telephone, and other services used by Lessee. All charges for these services shall be paid by County as they become due.

5. RIGHT OF ENTRY:

A. County reserves the right and the Lessee shall permit County, its agents or employees, to have access to and enter the Property to inspect the Property to assure its proper care and maintenance and for any purpose reasonably connected with County's interest in the Property and the Program and to determine the necessity for Lessee's performance of any work or replacement, restoration or repair of any building, structure, facility, installation, or improvement on the Property as shall be required to maintain compliance with applicable codes and rules. County may enter the Property at any time the County reasonably believes an emergency exists upon the Property or in relation to the Program and shall, as soon as reasonably possible, notify Lessee.

- B. Lessee shall make available to the County such space as the County, in its discretion, requires in order to respond to an emergency declaration, should a widespread weather or targeted terrorist event occur that would require moving elements of County management or personnel to the Property and for as long as County may need such space to respond to such an event..

6. REPAIRS AND MAINTENANCE BY COUNTY: So long as this Lease Agreement shall be in effect, County shall maintain the Property in good order and repair, consistent with the County's building maintenance standards. Specially, and without limiting the foregoing, County shall be responsible for:

A. Routine preventative maintenance and service as follows:

- i. The replacement of filters in all air conditioning units.
- ii. Exterior maintenance of the lawn and exterior grounds, including, but not limited to landscaping, walkways, and irrigation systems at the Property and parking areas serving the Property.
- iii. Interior maintenance and repair of the Property including but not limited to: floors and floor coverings; windows and window treatments; shutters; replacement of light bulbs and fixtures; doors and door closers; locks; vent and exhaust fans; and any maintenance or repair not specifically provided by County.
- iv. Maintenance, service, and inspection of the structure and major systems contained therein in compliance with manufacturer guidelines, and state and local laws.

B. All structural repairs not caused by the negligent or intentional acts of the Lessee, its tenants, or guests. Examples include:

- i. Repairs to existing foundation, walls, and roof.
- ii. Repairs to existing portions of electrical, plumbing, and mechanical systems contained within such foundation, walls or roof.

7. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES: Lessee shall not commence the construction of any facility, building, or other improvement on or to the Property, nor shall any equipment or device be placed on or attached to the exterior of the structure, including its roof, without the prior written approval and consent by County. County may review and amend all final plans and specifications for any construction or modification to the Property.

8. **CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED:** Prior to the commencement of any construction work on the Property, County requires copies of all contracts for the construction of any buildings, structures, facilities, or improvements. Lessee shall furnish or cause to be furnished bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by County
9. **ASSURANCES OF COUNTY:** County covenants and agrees to cooperate with Lessee in the efforts of Lessee to obtain all approvals and other permits or licenses which are or shall be required in order to use the Property in accordance with the terms and limitations of this Lease.
10. **DAMAGE OR DESTRUCTION:** The responsibility of insuring against loss of or damage to any personal property of Lessee that will be placed or stored on the premises shall be borne by Lessee and Lessee shall not look to County for any damage or loss occurring during the term of this Lease. County shall have no obligation to repair or restore the improvements on the Property if all or a portion of the improvements are damaged or destroyed as a result of any casualty. In the event of such a loss, Lessee may continue to use such portions of the premises as are usable or terminate this Lease. Lessee shall claim no interest in the Property or improvements in the event of any eminent domain proceedings. Ninety (90) days after total destruction of Property, unless the County has otherwise notified Lessee of its intent to reconstruct the Property, this Lease shall automatically terminate.
11. **TERMINATION:** Lessee's rights under this Lease shall terminate:
- A. Ninety (90) days after County or Lessee provides written notice to the other party of their election to terminate this Lease.
- B. In the event of default (as defined below in Section 12) by Lessee, the County may immediately terminate this Lease. The County shall not be required or be responsible for reimbursing Lessee for any costs of or value associated with the facilities and improvements constructed or installed upon the Property.
12. **DEFAULT BY LESSEE:** Each of the following shall be deemed to be an "event of default" by Lessee under this Lease:

- A. Lessee's failure to comply with any term, provision, agreement, or covenant of this Lease on its part to be complied with, performed, or observed, if such failure shall continue for more than ten (10) days after written notice thereof to Lessee from Lessor, or if such failure cannot reasonably be cured within said ten (10) days and Lessee shall not have commenced to cure such failure within such ten (10) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
 - B. Lessee's shall do, or permit to be done, anything which creates a lien upon the Property and such lien is not discharged or, within ten (10) days after Lessee received written notice of such lien being imposed against the Property, addressed by Lessee substantially in a manner provided in paragraph 12.A hereof.
 - C. In the event that at the time of commencement of the term of this Lease or at any time thereafter and until the termination thereof, a petition in bankruptcy shall be filed by or against the Lessee (unless petition filed against Lessee is vacated or dismissed within sixty (60) days of such filing), or the Lessee shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of Lessee's affairs or property, or Lessee shall make an assignment for the benefit of creditors.
 - D. In the event an attachment at law against the goods, property, or chattels of the Lessee is issued and any such levy is not vacated or dissolved or the attached property restored to the Lessee by the giving or posting of a bond with surety within thirty (30) days after any such attachment.
 - E. Lessee shall, at any time during the term of this Lease, fail to comply with, observe and meet terms and conditions required under any state or federal law, rule, or regulation to maintain a not for profit tax exempt status or causes or permits any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property.
13. **COUNTY'S REMEDIES:** Upon the occurrence of any event of default, County shall have the right, at County's election, to pursue, in addition to an cumulative of any other rights County may have at law or in equity, any one or more of the following remedies:

A. County may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated Lessee's use of the Property and any building, structure, improvement, or facility thereon;

B. County may enter the Property and do or cause to be done whatever Lessee is obligated to do under the terms of this Lease (except operate the Program) and Lessee shall reimburse County on demand for any expenses which County may incur in effectuating compliance with or performance of Lessee's obligations under this Lease, and County shall not be liable for damages resulting to Lessee from such action;

C. County may grant a Lease to any entity to use the Property and the facilities thereon for the purpose herein provided or use the Property and such facilities for such purposes as County deems to be in the County's best interest, or may demolish and remove any buildings, structures, or improvements placed upon the Property by Lessee and restore the Property to the condition existing prior to granting this Lease, and Lessee shall reimburse County on demand for any expenses which County may incur in so restoring the Property.

14. LESSEE ACCESS TO AND USE OF THE PROPERTY: County agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the terms of this Lease, be entitled to the use of the Property as herein provided, without any interference or hindrance from County or any persons, and Lessee shall have access to the Property at all times during the day and night.

15. SURRENDER OF THE PROPERTY: Lessee agrees to deliver up, cease, and surrender to County the Property upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures, and improvements provided by Lessee and remaining thereon shall be removed and demolished by Lessee unless County agrees to accept any specific building, structure, or improvement.

16. HOLDING OVER: If Lessee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then Lessee shall be deemed liable for all damages for or resulting from such use of the Property or any part thereof. County shall have the right to invoke, take, or institute any and all steps or actions as may

evidence termination of Lessee's use of the Property as granted by virtue of this Lease, and County shall have the right to take any and all steps or actions to remove Lessee and any of Lessee's employees from the Property.

17. LEGAL FEES AND COSTS: In the event that it becomes necessary for either party to bring suit to enforce the terms of this Lease, then the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees and costs and paralegals' fees and costs, in connection with such litigation (including appellate proceedings) against the non-prevailing party.

18. INDEMNIFICATION: **A.** Lessee shall indemnify, keep and save harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue or be asserted against the County arising out of the Lessee's activities on the Property and Lessee's performance of, or failure to perform the requirements in this Lease, or the use of the Property by Lessee whether or not contemplated under the terms of this Lease, irrespective of whether it is alleged or determined that the act was caused through negligence or omission of the Lessee or its employees, or of the subcontractors or its employees, if any, or the agents of Lessee. Lessee shall pay all charges of attorney's and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Lessee shall, at its own expense, satisfy and discharge the same. Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease, or otherwise provided by or on behalf of Lessee, shall in no way limit Lessee's responsibility to indemnify, keep and save harmless and defend the County as herein provided. Lessee's obligation and agreement to indemnify, save and hold harmless the County and those operating under Lessee's explicit direction does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of Lessee's performance or failure to perform under this Lease have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County regarding the matters set forth above in Paragraph A, County at once shall give notice thereof in writing to Lessee at the above listed address. Upon receipt of notice, Lessee, at its own expense, may defend against such action and take all

such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Lease shall be deemed to affect County's right to provide its own defense and to recover from Lessee attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768. 28.

19. FORCE MAJEURE: In the event that during the term of this Lease the premises are totally destroyed by fire, by act of God, or other casualty, or any substantial portion of the premises are so damaged or destroyed thereby rendering same unfit for the Lessee's purposes for at least five (5) days, the Lessee may terminate this Lease upon written notice to the County and the rights of all parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction.

In the event of partial destruction of the Premises as provided above, and the Lessee does not elect to terminate the Lease, the County shall promptly restore the Premises to its former condition at the County's expense, and the Lessee's rental and other obligations during the period of partial destruction shall be abated in proportion to the destroyed portions to the leased building to the entire building area leased by the Lessee.

20. INSURANCE: Lessee shall procure and maintain insurance coverage as set forth below. The cost for insurance coverages is the sole responsibility of Lessee. Lessee shall obtain and submit to Manatee County within ten (10) calendar days before the date of occupancy proof of the following minimum amounts of insurance on a standard ACORD form and shall maintain and keep in full force and effect during the term, and any renewals, of this Lease Agreement:

A. Commercial General Liability Insurance

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured, and include limits not less than:

- \$ 1,000,000 Single Limit Per Occurrence
- \$ 2,000,000 Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury Liability
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Expense, and
- \$ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

B. Volunteer Accident Insurance

Coverage with minimum limits of not less than \$250,000.00.

C. Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

D. Automobile Liability Insurance

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, and shall include coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage. Policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured, and include limits not less than:

- \$ 1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$ 500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$ 500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

E. Content Insurance

"All Risks" coverage with replacement cost coverage is recommended if LESSEE is using its own property in connection with the performance of this lease.

F. General Requirements

1. Prior to the execution of lease, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this lease remains in effect, Lessee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the title or description of lease) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above. In addition, if requested in writing from the County, Lessee will provide the County with a copy of all applicable insurance policies. The address where such certificates and policies shall be sent or delivered

is as follows unless otherwise provided:

Manatee County Government
Attn: Community & Veterans Services Department
1112 Manatee Ave. West
Bradenton, FL 34205

2. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the Risk Management Division, at the address herein, including title or description of lease.
3. Lessee agrees that should at any time Lessee fails to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate lease.
4. Lessee waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the lease and for any events occurring during the lease period, whether the suit is brought during the lease period or not.
5. Lessee has sole responsibility for all insurance premiums and policy deductibles.
6. It is the Lessee's responsibility to ensure that its agents, representatives, and sub-lessees, if applicable, comply with all the insurance requirements set forth herein.

G. No Limitation of Potential Liability. The stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Lessee's obligation to provide and maintain the insurance coverage specified or to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured on such coverage.

H. No Waiver of Immunity. Nothing herein shall be interpreted as a waiver by the County of rights as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

2. **NOTICES AND REPRESENTATIVES:** Every notice, demand, payment, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to Lessee or County, signed by their recognized agents respectively and addressed as provided below until either party provides

written notice of a different agent or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to COUNTY: Manatee County Government
Attention: Community and Veterans Services
Department
Post Office Box 1000
Bradenton, Florida 34206

and Manatee County Government
Attention: Property Management Division Manager
Property Management Department
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34205

Copy to: Manatee County Government
Attention: Manatee County Administrator
Post Office Box 1000
Bradenton, Florida 34206

If to Lessee: The Eternity Temple Washington Park Community
Development Corporation, Inc.
Attention: Executive Director
716 29th Street East
Palmetto, Florida 34221

County hereby authorizes its County Administrator or his designee to act as its representative. Lessee hereby authorizes its Executive Director to act as its designated representative.

3. **NO IMPLIED WAIVER:** The failure of either party to insist at any time upon the strict performance of any covenant or agreement, or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

4. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Lease shall be governed, construed and enforced in accordance with the applicable laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

5. **HEADINGS:** The headings contained in this Lease are for convenience and reference and shall not affect the meaning or interpretation of this Lease.

6. **ENTIRE AGREEMENT:** This Lease contains the final and entire agreement between County and Lessee with respect to the Property and is intended to be an integration of all prior negotiations and understandings. This Lease supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. County and Lessee are not bound by any terms, conditions, statements, warranties or representations, written or oral, not contained in this Lease.

7. **AMENDMENTS:** This Lease may not be amended, changed, modified, or supplemented other than as expressly provided herein, except by an instrument in writing executed by County and Lessee.

8. **INTERPRETATION:** County and Lessee have had equal input into the drafting of this Lease. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against County or Lessee, whether under any rule of construction or otherwise. On the contrary, this Lease shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the County and Lessee. County and Lessee have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

9. **NO DEVELOPMENT RIGHTS CONFERRED:** Nothing herein shall be construed or deemed as giving approval for any development of the Property or any other property. Nothing contained in this Lease shall (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require County, the Manatee County Planning Commission or the Board to approve any applications submitted by Lessee relative to the Property or any other property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

10. **SEVERABILITY:** If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of County and

Lessee contained herein are not materially prejudiced and the intentions of County and Lessee continue to be effective.

11. **SOVEREIGN IMMUNITY:** County is a political subdivision of the State of Florida and as such does not waive its immunity, and nothing herein shall be construed as a waiver of County's rights

12. **SURVIVABILITY:** Unless waived in accordance with Section 13, below, any liability or obligation arising during the Lease term shall survive the termination of this Lease.

13. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates set forth in this Lease. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

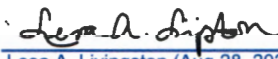
14. **WAIVER:** The failure or neglect by County or Lessee to enforce any right under this Lease shall not be deemed to be a waiver. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Lease to be dully executed effective as of the date set forth below.

LESSEE:

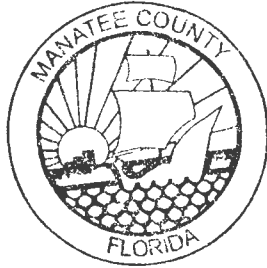
**THE ETERNITY TEMPLE WASHINGTON
PARK COMMUNITY DEVELOPMENT
CORPORATION, INC.** a not-for profit
corporation, existing under the laws of the
State of Florida

By: 
Lesa A. Livingston (Aug 28, 2026 14:07:52 EDT)
Signature

Printed Name: Lesa Livingston

As: Executive Director
Title

Date: 08/28/2026



COUNTY:

MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners

By: *TH*
Chairperson

Date: September 1, 2026

ATTEST: ANGELINA COLONNESO

CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Urbai Jasson*
Deputy Clerk

Lease Agreement for Livingston Community Center-TERM REVISED FINAL

Final Audit Report

2026-08-28

Created:	2026-08-28
By:	Johanna Beville (johanna.beville@mymanatee.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZZhwzn2rBirmAbF2qFu5zgmUHqWme7c0

"Lease Agreement for Livingston Community Center-TERM REVISED FINAL" History

-  Document created by Johanna Beville (johanna.beville@mymanatee.org)
2026-08-28 - 5:37:31 PM GMT
-  Document emailed to Lesa Livingston (lesalivingston1@gmail.com) for signature
2026-08-28 - 5:38:10 PM GMT
-  Email viewed by Lesa Livingston (lesalivingston1@gmail.com)
2026-08-28 - 6:01:23 PM GMT
-  Signer Lesa Livingston (lesalivingston1@gmail.com) entered name at signing as Lesa A. Livingston
2026-08-28 - 6:07:50 PM GMT
-  Document e-signed by Lesa A. Livingston (lesalivingston1@gmail.com)
Signature Date: 2026-08-28 - 6:07:52 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-08-28 - 6:07:52 PM GMT



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September 1, 2026 - Regular Meeting

Subject

Execution of Lease Agreement between Manatee County and The Eternity Temple Washington Park Community Development Corporation, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

Category

CONSENT AGENDA

APPROVED in Open Session

9/1/2026

Manatee County Board of County
Commissioners

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Johanna Beville, Program Analyst-Community and Veterans Services Department, ext 3465

Action Requested

Approve the Lease Agreement between Manatee County and The Eternity Temple Washington Park Community Development Corporation, Inc. for the Lawrence C. and Clifford B. Livingston Community Center (3011 8th Ave E, Palmetto Florida 34221) for a term of September 14, 2026 through September 30, 2027 at a rental of \$1.00 for the entire term, and authorize the Chairperson to execute the Lease Agreement and related documents.

Enabling/Regulating Authority

Florida Statutes § 125.01 and §125.35, authorizing counties to lease real property; Manatee County Code of Ordinances; and the Board's general authority over County property and community services programs.

Applicable Advisory Board

N/A

Background Discussion

The Lawrence C. and Clifford B. Livingston Community Center was developed through the Washington Park neighborhood revitalization initiative to provide a modern facility for community programs and services in Palmetto. The Eternity Temple Washington Park Community Development Corporation, Inc., a Florida not-for-profit tax-exempt organization, will operate programs at the Property for the benefit of area residents.

The Lease provides for nominal consideration of \$1.00 for the term (12 months). This Lease formalizes the operational partnership supporting vital community services in the

revitalized Washington Park facility following its recent ribbon-cutting and naming in honor of Lawrence C. and Clifford B. Livingston.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Please ensure that the Chairperson signs page 15 of the Lease Agreement.

Please email a copy of the approved agenda item to:

- Sharon.McClellan@mymanatee.org
 - Johanna.Beville@mymanatee.org
- EMAILED 9/2/2026

A fully executed agreement will be provided to The Eternity Temple Washington Park Community Development Corporation, Inc., by CVS.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

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THE ETERNITY TEMPLE WASHINGTON PARK COMMUNITY DEVELOPMENT
CORPORATION, INC.
AND
MANATEE COUNTY**

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It is understood and it is a condition of the granting of this Lease that Lessee's interest in the Property shall, at all times during the period of this Lease, be limited to the use of the Property for the sole purpose of providing programs as listed in this Lease Agreement and shall not be considered as having any right in or to the **PROPERTY** or any other interest of any kind or nature therein.

2. **USE:**
 - A. Throughout the term of this Lease, **LESSEE** shall use the **PROPERTY** for the purpose of operating programs and shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a Tax-Exempt Organization through the term of this Lease. Programs may be provided by volunteers or employees of the Lessee or by subcontractors who are being funded through the Manatee County Non Profit Investment process and have an active agreement.

- B. The performance of this Lease shall be in compliance with all applicable laws, orders, and codes of federal, state and local governments and the Americans with Disabilities Act. Lessee covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs, be excluded from participation in or denied the benefits of employment by the Lessee or be subject to discrimination under any program or activity on the Property.

3. TERM AND RENT:

- A. The term of this Lease shall be for a period of 12 months and 2 weeks, commencing September 14, 2026 and ending on September 30, 2027.

- B. Rental for the year shall be in the amount of \$1.00 for the entire term.

4. UTILITIES:

Except as otherwise provided herein, County shall initiate, contract for, and obtain in County name any utility services required on the premises including, but not limited to, water, sewer, electricity, telephone, and other services used by Lessee. All charges for these services shall be paid by County as they become due.

5. RIGHT OF ENTRY:

- A. County reserves the right and the Lessee shall permit County, its agents or employees, to have access to and enter the Property to inspect the Property to assure its proper care and maintenance and for any purpose reasonably connected with County's interest in the Property and the Program and to determine the necessity for Lessee's performance of any work or replacement, restoration or repair of any building, structure, facility, installation, or improvement on the Property as shall be required to maintain compliance with applicable codes and rules. County may enter the Property at any time the County reasonably believes an emergency exists upon the Property or in relation to the Program and shall, as soon as reasonably possible, notify Lessee.

B. Lessee shall make available to the County such space as the County, in its discretion, requires in order to respond to an emergency declaration, should a widespread weather or targeted terrorist event occur that would require moving elements of County management or personnel to the Property and for as long as County may need such space to respond to such an event..

6. REPAIRS AND MAINTENANCE BY COUNTY: So long as this Lease Agreement shall be in effect, County shall maintain the Property in good order and repair, consistent with the County's building maintenance standards. Specially, and without limiting the foregoing, County shall be responsible for:

A. Routine preventative maintenance and service as follows:

- i. The replacement of filters in all air conditioning units.
- ii. Exterior maintenance of the lawn and exterior grounds, including, but not limited to landscaping, walkways, and irrigation systems at the Property and parking areas serving the Property.
- iii. Interior maintenance and repair of the Property including but not limited to: floors and floor coverings; windows and window treatments; shutters; replacement of light bulbs and fixtures; doors and door closers; locks; vent and exhaust fans; and any maintenance or repair not specifically provided by County.
- iv. Maintenance, service, and inspection of the structure and major systems contained therein in compliance with manufacturer guidelines, and state and local laws.

B. All structural repairs not caused by the negligent or intentional acts of the Lessee, its tenants, or guests. Examples include:

- i. Repairs to existing foundation, walls, and roof.
- ii. Repairs to existing portions of electrical, plumbing, and mechanical systems contained within such foundation, walls or roof.

7. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES: Lessee shall not commence the construction of any facility, building, or other improvement on or to the Property, nor shall any equipment or device be placed on or attached to the exterior of the structure, including its roof, without the prior written approval and consent by County. County may review and amend all final plans and specifications for any construction or modification to the Property.

- 8. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED:** Prior to the commencement of any construction work on the Property, County requires copies of all contracts for the construction of any buildings, structures, facilities, or improvements. Lessee shall furnish or cause to be furnished bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by County
- 9. ASSURANCES OF COUNTY:** County covenants and agrees to cooperate with Lessee in the efforts of Lessee to obtain all approvals and other permits or licenses which are or shall be required in order to use the Property in accordance with the terms and limitations of this Lease.
- 10. DAMAGE OR DESTRUCTION:** The responsibility of insuring against loss of or damage to any personal property of Lessee that will be placed or stored on the premises shall be borne by Lessee and Lessee shall not look to County for any damage or loss occurring during the term of this Lease. County shall have no obligation to repair or restore the improvements on the Property if all or a portion of the improvements are damaged or destroyed as a result of any casualty. In the event of such a loss, Lessee may continue to use such portions of the premises as are usable or terminate this Lease. Lessee shall claim no interest in the Property or improvements in the event of any eminent domain proceedings. Ninety (90) days after total destruction of Property, unless the County has otherwise notified Lessee of its intent to reconstruct the Property, this Lease shall automatically terminate.
- 11. TERMINATION:** Lessee's rights under this Lease shall terminate:
- A. Ninety (90) days after County or Lessee provides written notice to the other party of their election to terminate this Lease.
 - B. In the event of default (as defined below in Section 12) by Lessee, the County may immediately terminate this Lease. The County shall not be required or be responsible for reimbursing Lessee for any costs of or value associated with the facilities and improvements constructed or installed upon the Property.
- 12. DEFAULT BY LESSEE:** Each of the following shall be deemed to be an "event of default" by Lessee under this Lease:

- A. Lessee's failure to comply with any term, provision, agreement, or covenant of this Lease on its part to be complied with, performed, or observed, if such failure shall continue for more than ten (10) days after written notice thereof to Lessee from Lessor, or if such failure cannot reasonably be cured within said ten (10) days and Lessee shall not have commenced to cure such failure within such ten (10) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
 - B. Lessee shall do, or permit to be done, anything which creates a lien upon the Property and such lien is not discharged or, within ten (10) days after Lessee received written notice of such lien being imposed against the Property, addressed by Lessee substantially in a manner provided in paragraph 12.A hereof.
 - C. In the event that at the time of commencement of the term of this Lease or at any time thereafter and until the termination thereof, a petition in bankruptcy shall be filed by or against the Lessee (unless petition filed against Lessee is vacated or dismissed within sixty (60) days of such filing), or the Lessee shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of Lessee's affairs or property, or Lessee shall make an assignment for the benefit of creditors.
 - D. In the event an attachment at law against the goods, property, or chattels of the Lessee is issued and any such levy is not vacated or dissolved or the attached property restored to the Lessee by the giving or posting of a bond with surety within thirty (30) days after any such attachment.
 - E. Lessee shall, at any time during the term of this Lease, fail to comply with, observe and meet terms and conditions required under any state or federal law, rule, or regulation to maintain a not for profit tax exempt status or causes or permits any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property.
13. **COUNTY'S REMEDIES:** Upon the occurrence of any event of default, County shall have the right, at County's election, to pursue, in addition to an cumulative of any other rights County may have at law or in equity, any one or more of the following remedies:

A. County may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated Lessee's use of the Property and any building, structure, improvement, or facility thereon;

B. County may enter the Property and do or cause to be done whatever Lessee is obligated to do under the terms of this Lease (except operate the Program) and Lessee shall reimburse County on demand for any expenses which County may incur in effectuating compliance with or performance of Lessee's obligations under this Lease, and County shall not be liable for damages resulting to Lessee from such action;

C. County may grant a Lease to any entity to use the Property and the facilities thereon for the purpose herein provided or use the Property and such facilities for such purposes as County deems to be in the County's best interest, or may demolish and remove any buildings, structures, or improvements placed upon the Property by Lessee and restore the Property to the condition existing prior to granting this Lease, and Lessee shall reimburse County on demand for any expenses which County may incur in so restoring the Property.

14. LESSEE ACCESS TO AND USE OF THE PROPERTY: County agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the terms of this Lease, be entitled to the use of the Property as herein provided, without any interference or hindrance from County or any persons, and Lessee shall have access to the Property at all times during the day and night.

15. SURRENDER OF THE PROPERTY: Lessee agrees to deliver up, cease, and surrender to County the Property upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures, and improvements provided by Lessee and remaining thereon shall be removed and demolished by Lessee unless County agrees to accept any specific building, structure, or improvement.

16. HOLDING OVER: If Lessee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then Lessee shall be deemed liable for all damages for or resulting from such use of the Property or any part thereof. County shall have the right to invoke, take, or institute any and all steps or actions as may

evidence termination of Lessee's use of the Property as granted by virtue of this Lease, and County shall have the right to take any and all steps or actions to remove Lessee and any of Lessee's employees from the Property.

17. LEGAL FEES AND COSTS: In the event that it becomes necessary for either party to bring suit to enforce the terms of this Lease, then the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees and costs and paralegals' fees and costs, in connection with such litigation (including appellate proceedings) against the non-prevailing party.

18. INDEMNIFICATION: A. Lessee shall indemnify, keep and save harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue or be asserted against the County arising out of the Lessee's activities on the Property and Lessee's performance of, or failure to perform the requirements in this Lease, or the use of the Property by Lessee whether or not contemplated under the terms of this Lease, irrespective of whether it is alleged or determined that the act was caused through negligence or omission of the Lessee or its employees, or of the subcontractors or its employees, if any, or the agents of Lessee. Lessee shall pay all charges of attorney's and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Lessee shall, at its own expense, satisfy and discharge the same. Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease, or otherwise provided by or on behalf of Lessee, shall in no way limit Lessee's responsibility to indemnify, keep and save harmless and defend the County as herein provided. Lessee's obligation and agreement to indemnify, save and hold harmless the County and those operating under Lessee's explicit direction does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of Lessee's performance or failure to perform under this Lease have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County regarding the matters set forth above in Paragraph A, County at once shall give notice thereof in writing to Lessee at the above listed address. Upon receipt of notice, Lessee, at its own expense, may defend against such action and take all

such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Lease shall be deemed to affect County's right to provide its own defense and to recover from Lessee attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768. 28.

19. FORCE MAJEURE: In the event that during the term of this Lease the premises are totally destroyed by fire, by act of God, or other casualty, or any substantial portion of the premises are so damaged or destroyed thereby rendering same unfit for the Lessee's purposes for at least five (5) days, the Lessee may terminate this Lease upon written notice to the County and the rights of all parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction.

In the event of partial destruction of the Premises as provided above, and the Lessee does not elect to terminate the Lease, the County shall promptly restore the Premises to its former condition at the County's expense, and the Lessee's rental and other obligations during the period of partial destruction shall be abated in proportion to the destroyed portions to the leased building to the entire building area leased by the Lessee.

20. INSURANCE: Lessee shall procure and maintain insurance coverage as set forth below. The cost for insurance coverages is the sole responsibility of Lessee. Lessee shall obtain and submit to Manatee County within ten (10) calendar days before the date of occupancy proof of the following minimum amounts of insurance on a standard ACORD form and shall maintain and keep in full force and effect during the term, and any renewals, of this Lease Agreement:

A. Commercial General Liability Insurance

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured, and include limits not less than:

- \$ 1,000,000 Single Limit Per Occurrence
- \$ 2,000,000 Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury Liability
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Expense, and
- \$ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

B. Volunteer Accident Insurance

Coverage with minimum limits of not less than \$250,000.00.

C. Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

D. Automobile Liability Insurance

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, and shall include coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage. Policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured, and include limits not less than:

- \$ 1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$ 500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$ 500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

E. Content Insurance

"All Risks" coverage with replacement cost coverage is recommended if LESSEE is using its own property in connection with the performance of this lease.

F. General Requirements

1. Prior to the execution of lease, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this lease remains in effect, Lessee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the title or description of lease) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above. In addition, if requested in writing from the County, Lessee will provide the County with a copy of all applicable insurance policies. The address where such certificates and policies shall be sent or delivered

is as follows unless otherwise provided:

Manatee County Government
Attn: Community & Veterans Services Department
1112 Manatee Ave. West
Bradenton, FL 34205

2. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the Risk Management Division, at the address herein, including title or description of lease.
3. Lessee agrees that should at any time Lessee fails to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate lease.
4. Lessee waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the lease and for any events occurring during the lease period, whether the suit is brought during the lease period or not.
5. Lessee has sole responsibility for all insurance premiums and policy deductibles.
6. It is the Lessee's responsibility to ensure that its agents, representatives, and sub-lessees, if applicable, comply with all the insurance requirements set forth herein.

G. No Limitation of Potential Liability. The stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Lessee's obligation to provide and maintain the insurance coverage specified or to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured on such coverage.

H. No Waiver of Immunity. Nothing herein shall be interpreted as a waiver by the County of rights as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

2. **NOTICES AND REPRESENTATIVES:** Every notice, demand, payment, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to Lessee or County, signed by their recognized agents respectively and addressed as provided below until either party provides

written notice of a different agent or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to COUNTY: Manatee County Government
 Attention: Community and Veterans Services
 Department
 Post Office Box 1000
 Bradenton, Florida 34206

and Manatee County Government
 Attention: Property Management Division Manager
 Property Management Department
 1112 Manatee Avenue West, 8th Floor
 Bradenton, Florida 34205

Copy to: Manatee County Government
 Attention: Manatee County Administrator
 Post Office Box 1000
 Bradenton, Florida 34206

If to Lessee: The Eternity Temple Washington Park Community
 Development Corporation, Inc.
 Attention: Executive Director
 716 29th Street East
 Palmetto, Florida 34221

County hereby authorizes its County Administrator or his designee to act as its representative. Lessee hereby authorizes its Executive Director to act as its designated representative.

3. **NO IMPLIED WAIVER:** The failure of either party to insist at any time upon the strict performance of any covenant or agreement, or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

4. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Lease shall be governed, construed and enforced in accordance with the applicable laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

5. **HEADINGS:** The headings contained in this Lease are for convenience and reference and shall not affect the meaning or interpretation of this Lease.

6. **ENTIRE AGREEMENT:** This Lease contains the final and entire agreement between County and Lessee with respect to the Property and is intended to be an integration of all prior negotiations and understandings. This Lease supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. County and Lessee are not bound by any terms, conditions, statements, warranties or representations, written or oral, not contained in this Lease.

7. **AMENDMENTS:** This Lease may not be amended, changed, modified, or supplemented other than as expressly provided herein, except by an instrument in writing executed by County and Lessee.

8. **INTERPRETATION:** County and Lessee have had equal input into the drafting of this Lease. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against County or Lessee, whether under any rule of construction or otherwise. On the contrary, this Lease shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the County and Lessee. County and Lessee have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

9. **NO DEVELOPMENT RIGHTS CONFERRED:** Nothing herein shall be construed or deemed as giving approval for any development of the Property or any other property. Nothing contained in this Lease shall (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require County, the Manatee County Planning Commission or the Board to approve any applications submitted by Lessee relative to the Property or any other property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

10. **SEVERABILITY:** If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of County and

Lessee contained herein are not materially prejudiced and the intentions of County and Lessee continue to be effective.

11. **SOVEREIGN IMMUNITY:** County is a political subdivision of the State of Florida and as such does not waive its immunity, and nothing herein shall be construed as a waiver of County's rights

12. **SURVIVABILITY:** Unless waived in accordance with Section 13, below, any liability or obligation arising during the Lease term shall survive the termination of this Lease.

13. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates set forth in this Lease. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

14. **WAIVER:** The failure or neglect by County or Lessee to enforce any right under this Lease shall not be deemed to be a waiver. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Lease to be dully executed effective as of the date set forth below.

LESSEE:
**THE ETERNITY TEMPLE WASHINGTON
PARK COMMUNITY DEVELOPMENT
CORPORATION, INC.** a not-for profit
corporation, existing under the laws of the
State of Florida

Signature: 
Lesa A. Livingston (Aug 7, 2026 14:42:03 EDT)

By: **Email:** lesalivingston1@gmail.com

Signature

Printed Name: Lesa Livingston

As: Executive Director
Title

Date: 08/07/2026

COUNTY:

MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Lease Agreement for Livingston Community Center-FINAL

Final Audit Report

2026-08-07

Created:	2026-08-07
By:	Johanna Beville (johanna.beville@mymanatee.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIxd39MYj0pPBkb_4vn_u1jyNZ2fl7t08

"Lease Agreement for Livingston Community Center-FINAL" History

-  Document created by Johanna Beville (johanna.beville@mymanatee.org)
2026-08-07 - 6:35:47 PM GMT
-  Document emailed to lesalivingston1@gmail.com for signature
2026-08-07 - 6:36:45 PM GMT
-  Email viewed by lesalivingston1@gmail.com
2026-08-07 - 6:40:33 PM GMT
-  Signer lesalivingston1@gmail.com entered name at signing as Lesa A. Livingston
2026-08-07 - 6:42:01 PM GMT
-  Document e-signed by Lesa A. Livingston (lesalivingston1@gmail.com)
Signature Date: 2026-08-07 - 6:42:03 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-08-07 - 6:42:03 PM GMT



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September 1, 2026 - Regular Meeting

Subject

Updates to Agenda - August 31, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 8/31/26) for the meeting of September 1, 2026:

ANNOUNCEMENTS

Generic Public Comments

- This agenda item was updated with additional comments.

AWARDS/PRESENTATIONS/PROCLAMATIONS

Presentations

Item 2, **9:00 A.M. TIME CERTAIN** - Project Grace Follow-Up Discussion and Staff Responses to Board and Community Questions and Concerns - District 5

- This agenda item was updated with public comments.

CONSENT AGENDA

Community and Veterans Services

Item 11, Execution of Lease Agreement between Manatee County and The Eternity Temple Washington Park Community Development Corporation, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2
Board of County Commissioners September 1, 2026

- This agenda item was updated with a revised Lease Agreement.

12, Execution of Lease Agreement between Manatee County and Rubonia Community Association, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

- This agenda item was updated with a revised Lease Agreement.

Financial Management

Item 13, Adoption of Budget Amendment Resolution B-26-105; and Budget Amendment Resolution B-26-106 for Infrastructure Sales Tax, Claudia Campos, Interim Chief Financial Officer

- This agenda item was updated with final Budget Amendment Resolution B-26-106.

Natural Resource Department

Item 41, Acceptance and Refund of Donation from Big Bill Foundation for 18th Annual Robinson Preserve 5K/10K Race, Aedan Stockdale, Education & Volunteer Division Manager - District 3

- This agenda item was added to the Agenda.

Property Management

Item 25, Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC, for the property located at 5516 21st Avenue West, Bradenton, Florida 34209, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with revised Instructions to Board Records (in strikethrough/underline format) and public comment.

Public Safety

Item 26, Adoption of Resolution R-26-110, accepting a State Grant Award from the State of Florida, Division of Emergency Management, for the Emergency Management Preparedness and Assistance (EMPA) Grant Agreement FY 26/27; and the Adoption of Budget Amendment Resolution B-26-098, Joel Richmond, Deputy Chief of Emergency Management - Countywide

- This agenda item was updated to revise the Action Requested to include Adoption of Budget Amendment Resolution B-26-098 (in strikethrough/underline format).

Public Works

Item 27, Adoption Resolution R-26-087, authorizing the Chairperson or designee to sign the Federal Fiscal Year (FFY) 2026 annual Federal Transit Administration (FTA) Certifications and Assurances, Benita Zarr, Interim Transit Division - Countywide

- This agenda item was updated to revise the Action Requested (in strikethrough/underline format) and attach a Letter designating Signature of Authority for FTA Assistance and Awards.

ADVERTISED PUBLIC HEARINGS – LEGISLATIVE

Presentations Scheduled

Item 30, Adoption of Ordinance 26-40, Amending Article IV of Chapter 2-25 of the Manatee County Code and Revising ELMAC Membership Eligibility, Terms, Number of Seats and Procedures, Kara Koenig, Environmental Lands Program Manager - Countywide

- This agenda item was updated with the clean version of Ordinance 26-40 and the strikethrough/underline version of Ordinance 26-40.

REGULAR

Government Relations

Item 34, Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5

- This agenda item was updated with public comment and a revised PowerPoint Presentation.

Property Management

Item 35, Adoption of Resolution R-26-97 authorizing the conveyance of County-owned property, known as the GTE building, located at 1009 4th Avenue West, Bradenton, Florida 34205, and execution of a County Deed to the City of Bradenton, a Florida municipal corporation, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments.

REPORTS

Public Works

Item 36, Light Up Manatee Project Status Update, Aaron Burkett, Traffic Operations Division Manager, and Chris DeCosta, Sr, Assessment Coordinator

- This agenda item was updated with public comments and a PowerPoint Presentation.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

**LEASE AGREEMENT BETWEEN
THE ETERNITY TEMPLE WASHINGTON PARK COMMUNITY DEVELOPMENT
CORPORATION, INC.
AND
MANATEE COUNTY**

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**County**"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **THE ETERNITY TEMPLE WASHINGTON PARK COMMUNITY DEVELOPMENT CORPORATION, INC.** (hereinafter referred to as "**Lessee**"), a Florida not-for-profit corporation, whose mailing address is 716 29th Street East, Palmetto, Florida 34221.

NOW, THEREFORE, it is agreed as follows:

1. **THE PROPERTY:** County hereby leases to Lessee that certain improved real property located in the County of Manatee, State of Florida, as more specifically described as the Lawrence C. and Clifford B. Livingston Community Center, located at 3011 8th Ave E, Palmetto Florida 34221 (hereinafter referred to as the "**Property**"), and subject to the terms, conditions, restrictions, and limitations set forth herein.

It is understood and it is a condition of the granting of this Lease that Lessee's interest in the Property shall, at all times during the period of this Lease, be limited to the use of the Property for the sole purpose of providing programs as listed in this Lease Agreement and shall not be considered as having any right in or to the **PROPERTY** or any other interest of any kind or nature therein.

2. **USE:**
 - A. Throughout the term of this Lease, **LESSEE** shall use the **PROPERTY** for the purpose of operating programs and shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a Tax-Exempt Organization through the term of this Lease. Programs may be provided by volunteers or employees of the Lessee or by subcontractors who are being funded through the Manatee County Non Profit Investment process and have an active agreement.

B. The performance of this Lease shall be in compliance with all applicable laws, orders, and codes of federal, state and local governments and the Americans with Disabilities Act. Lessee covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs, be excluded from participation in or denied the benefits of employment by the Lessee or be subject to discrimination under any program or activity on the Property.

3. TERM AND RENT:

A. The term of this Lease shall be for a period of 12 months, commencing October 1, 2026 and ending on September 30, 2027.

B. Rental for the year shall be in the amount of \$1.00 for the entire term.

4. UTILITIES:

Except as otherwise provided herein, County shall initiate, contract for, and obtain in County name any utility services required on the premises including, but not limited to, water, sewer, electricity, telephone, and other services used by Lessee. All charges for these services shall be paid by County as they become due.

5. RIGHT OF ENTRY:

A. County reserves the right and the Lessee shall permit County, its agents or employees, to have access to and enter the Property to inspect the Property to assure its proper care and maintenance and for any purpose reasonably connected with County's interest in the Property and the Program and to determine the necessity for Lessee's performance of any work or replacement, restoration or repair of any building, structure, facility, installation, or improvement on the Property as shall be required to maintain compliance with applicable codes and rules. County may enter the Property at any time the County reasonably believes an emergency exists upon the Property or in relation to the Program and shall, as soon as reasonably possible, notify Lessee.

- B. Lessee shall make available to the County such space as the County, in its discretion, requires in order to respond to an emergency declaration, should a widespread weather or targeted terrorist event occur that would require moving elements of County management or personnel to the Property and for as long as County may need such space to respond to such an event..

6. REPAIRS AND MAINTENANCE BY COUNTY: So long as this Lease Agreement shall be in effect, County shall maintain the Property in good order and repair, consistent with the County's building maintenance standards. Specially, and without limiting the foregoing, County shall be responsible for:

A. Routine preventative maintenance and service as follows:

- i. The replacement of filters in all air conditioning units.
- ii. Exterior maintenance of the lawn and exterior grounds, including, but not limited to landscaping, walkways, and irrigation systems at the Property and parking areas serving the Property.
- iii. Interior maintenance and repair of the Property including but not limited to: floors and floor coverings; windows and window treatments; shutters; replacement of light bulbs and fixtures; doors and door closers; locks; vent and exhaust fans; and any maintenance or repair not specifically provided by County.
- iv. Maintenance, service, and inspection of the structure and major systems contained therein in compliance with manufacturer guidelines, and state and local laws.

B. All structural repairs not caused by the negligent or intentional acts of the Lessee, its tenants, or guests. Examples include:

- i. Repairs to existing foundation, walls, and roof.
- ii. Repairs to existing portions of electrical, plumbing, and mechanical systems contained within such foundation, walls or roof.

7. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES: Lessee shall not commence the construction of any facility, building, or other improvement on or to the Property, nor shall any equipment or device be placed on or attached to the exterior of the structure, including its roof, without the prior written approval and consent by County. County may review and amend all final plans and specifications for any construction or modification to the Property.

8. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED:

Prior to the commencement of any construction work on the Property, County requires copies of all contracts for the construction of any buildings, structures, facilities, or improvements. Lessee shall furnish or cause to be furnished bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by County

9. ASSURANCES OF COUNTY: County covenants and agrees to cooperate with Lessee in the efforts of Lessee to obtain all approvals and other permits or licenses which are or shall be required in order to use the Property in accordance with the terms and limitations of this Lease.

10. DAMAGE OR DESTRUCTION: The responsibility of insuring against loss of or damage to any personal property of Lessee that will be placed or stored on the premises shall be borne by Lessee and Lessee shall not look to County for any damage or loss occurring during the term of this Lease. County shall have no obligation to repair or restore the improvements on the Property if all or a portion of the improvements are damaged or destroyed as a result of any casualty. In the event of such a loss, Lessee may continue to use such portions of the premises as are usable or terminate this Lease. Lessee shall claim no interest in the Property or improvements in the event of any eminent domain proceedings. Ninety (90) days after total destruction of Property, unless the County has otherwise notified Lessee of its intent to reconstruct the Property, this Lease shall automatically terminate.

11. TERMINATION: Lessee's rights under this Lease shall terminate:

A. Ninety (90) days after County or Lessee provides written notice to the other party of their election to terminate this Lease.

B. In the event of default (as defined below in Section 12) by Lessee, the County may immediately terminate this Lease. The County shall not be required or be responsible for reimbursing Lessee for any costs of or value associated with the facilities and improvements constructed or installed upon the Property.

12. DEFAULT BY LESSEE: Each of the following shall be deemed to be an "event of default" by Lessee under this Lease:

- A. Lessee's failure to comply with any term, provision, agreement, or covenant of this Lease on its part to be complied with, performed, or observed, if such failure shall continue for more than ten (10) days after written notice thereof to Lessee from Lessor, or if such failure cannot reasonably be cured within said ten (10) days and Lessee shall not have commenced to cure such failure within such ten (10) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- B. Lessee's shall do, or permit to be done, anything which creates a lien upon the Property and such lien is not discharged or, within ten (10) days after Lessee received written notice of such lien being imposed against the Property, addressed by Lessee substantially in a manner provided in paragraph 12.A hereof.
- C. In the event that at the time of commencement of the term of this Lease or at any time thereafter and until the termination thereof, a petition in bankruptcy shall be filed by or against the Lessee (unless petition filed against Lessee is vacated or dismissed within sixty (60) days of such filing), or the Lessee shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of Lessee's affairs or property, or Lessee shall make an assignment for the benefit of creditors.
- D. In the event an attachment at law against the goods, property, or chattels of the Lessee is issued and any such levy is not vacated or dissolved or the attached property restored to the Lessee by the giving or posting of a bond with surety within thirty (30) days after any such attachment.
- E. Lessee shall, at any time during the term of this Lease, fail to comply with, observe and meet terms and conditions required under any state or federal law, rule, or regulation to maintain a not for profit tax exempt status or causes or permits any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property.

13. **COUNTY'S REMEDIES:** Upon the occurrence of any event of default, County shall have the right, at County's election, to pursue, in addition to an cumulative of any other rights County may have at law or in equity, any one or more of the following remedies:

A. County may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated Lessee's use of the Property and any building, structure, improvement, or facility thereon;

B. County may enter the Property and do or cause to be done whatever Lessee is obligated to do under the terms of this Lease (except operate the Program) and Lessee shall reimburse County on demand for any expenses which County may incur in effectuating compliance with or performance of Lessee's obligations under this Lease, and County shall not be liable for damages resulting to Lessee from such action;

C. County may grant a Lease to any entity to use the Property and the facilities thereon for the purpose herein provided or use the Property and such facilities for such purposes as County deems to be in the County's best interest, or may demolish and remove any buildings, structures, or improvements placed upon the Property by Lessee and restore the Property to the condition existing prior to granting this Lease, and Lessee shall reimburse County on demand for any expenses which County may incur in so restoring the Property.

14. LESSEE ACCESS TO AND USE OF THE PROPERTY: County agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the terms of this Lease, be entitled to the use of the Property as herein provided, without any interference or hindrance from County or any persons, and Lessee shall have access to the Property at all times during the day and night.

15. SURRENDER OF THE PROPERTY: Lessee agrees to deliver up, cease, and surrender to County the Property upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures, and improvements provided by Lessee and remaining thereon shall be removed and demolished by Lessee unless County agrees to accept any specific building, structure, or improvement.

16. HOLDING OVER: If Lessee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then Lessee shall be deemed liable for all damages for or resulting from such use of the Property or any part thereof. County shall have the right to invoke, take, or institute any and all steps or actions as may

evidence termination of Lessee's use of the Property as granted by virtue of this Lease, and County shall have the right to take any and all steps or actions to remove Lessee and any of Lessee's employees from the Property.

17. LEGAL FEES AND COSTS: In the event that it becomes necessary for either party to bring suit to enforce the terms of this Lease, then the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees and costs and paralegals' fees and costs, in connection with such litigation (including appellate proceedings) against the non-prevailing party.

18. INDEMNIFICATION: **A.** Lessee shall indemnify, keep and save harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue or be asserted against the County arising out of the Lessee's activities on the Property and Lessee's performance of, or failure to perform the requirements in this Lease, or the use of the Property by Lessee whether or not contemplated under the terms of this Lease, irrespective of whether it is alleged or determined that the act was caused through negligence or omission of the Lessee or its employees, or of the subcontractors or its employees, if any, or the agents of Lessee. Lessee shall pay all charges of attorney's and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Lessee shall, at its own expense, satisfy and discharge the same. Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease, or otherwise provided by or on behalf of Lessee, shall in no way limit Lessee's responsibility to indemnify, keep and save harmless and defend the County as herein provided. Lessee's obligation and agreement to indemnify, save and hold harmless the County and those operating under Lessee's explicit direction does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of Lessee's performance or failure to perform under this Lease have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County regarding the matters set forth above in Paragraph A, County at once shall give notice thereof in writing to Lessee at the above listed address. Upon receipt of notice, Lessee, at its own expense, may defend against such action and take all

such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Lease shall be deemed to affect County's right to provide its own defense and to recover from Lessee attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768. 28.

19. FORCE MAJEURE: In the event that during the term of this Lease the premises are totally destroyed by fire, by act of God, or other casualty, or any substantial portion of the premises are so damaged or destroyed thereby rendering same unfit for the Lessee's purposes for at least five (5) days, the Lessee may terminate this Lease upon written notice to the County and the rights of all parties hereunder shall cease, except such rights and liabilities as may have accrued to the date of such destruction.

In the event of partial destruction of the Premises as provided above, and the Lessee does not elect to terminate the Lease, the County shall promptly restore the Premises to its former condition at the County's expense, and the Lessee's rental and other obligations during the period of partial destruction shall be abated in proportion to the destroyed portions to the leased building to the entire building area leased by the Lessee.

20. INSURANCE: Lessee shall procure and maintain insurance coverage as set forth below. The cost for insurance coverages is the sole responsibility of Lessee. Lessee shall obtain and submit to Manatee County within ten (10) calendar days before the date of occupancy proof of the following minimum amounts of insurance on a standard ACORD form and shall maintain and keep in full force and effect during the term, and any renewals, of this Lease Agreement:

A. Commercial General Liability Insurance

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured, and include limits not less than:

- \$ 1,000,000 Single Limit Per Occurrence
- \$ 2,000,000 Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury Liability
- \$ 50,000 Fire Damage Liability
- \$ 5,000 Medical Expense, and
- \$ 1,000,000, Third Party Property Damage

This policy shall contain severability of interests' provisions.

B. Volunteer Accident Insurance

Coverage with minimum limits of not less than \$250,000.00.

C. Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

D. Automobile Liability Insurance

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, and shall include coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage. Policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured, and include limits not less than:

- \$ 1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$ 500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$ 500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

E. Content Insurance

"All Risks" coverage with replacement cost coverage is recommended if LESSEE is using its own property in connection with the performance of this lease.

F. General Requirements

1. Prior to the execution of lease, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this lease remains in effect, Lessee shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the title or description of lease) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Named Insured on the applicable coverage(s) set forth above. In addition, if requested in writing from the County, Lessee will provide the County with a copy of all applicable insurance policies. The address where such certificates and policies shall be sent or delivered

is as follows unless otherwise provided:

Manatee County Government
Attn: Community & Veterans Services Department
1112 Manatee Ave. West
Bradenton, FL 34205

2. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the Risk Management Division, at the address herein, including title or description of lease.
3. Lessee agrees that should at any time Lessee fails to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate lease.
4. Lessee waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the lease and for any events occurring during the lease period, whether the suit is brought during the lease period or not.
5. Lessee has sole responsibility for all insurance premiums and policy deductibles.
6. It is the Lessee's responsibility to ensure that its agents, representatives, and sub-lessees, if applicable, comply with all the insurance requirements set forth herein.

G. No Limitation of Potential Liability. The stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Lessee's obligation to provide and maintain the insurance coverage specified or to name "Manatee County, a political subdivision of the State of Florida" as an Additional Named Insured on such coverage.

H. No Waiver of Immunity. Nothing herein shall be interpreted as a waiver by the County of rights as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

2. **NOTICES AND REPRESENTATIVES:** Every notice, demand, payment, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to Lessee or County, signed by their recognized agents respectively and addressed as provided below until either party provides

written notice of a different agent or address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to COUNTY: Manatee County Government
Attention: Community and Veterans Services
Department
Post Office Box 1000
Bradenton, Florida 34206

and Manatee County Government
Attention: Property Management Division Manager
Property Management Department
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34205

Copy to: Manatee County Government
Attention: Manatee County Administrator
Post Office Box 1000
Bradenton, Florida 34206

If to Lessee: The Eternity Temple Washington Park Community
Development Corporation, Inc.
Attention: Executive Director
716 29th Street East
Palmetto, Florida 34221

County hereby authorizes its County Administrator or his designee to act as its representative. Lessee hereby authorizes its Executive Director to act as its designated representative.

3. **NO IMPLIED WAIVER:** The failure of either party to insist at any time upon the strict performance of any covenant or agreement, or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

4. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Lease shall be governed, construed and enforced in accordance with the applicable laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

5. **HEADINGS:** The headings contained in this Lease are for convenience and reference and shall not affect the meaning or interpretation of this Lease.

6. **ENTIRE AGREEMENT:** This Lease contains the final and entire agreement between County and Lessee with respect to the Property and is intended to be an integration of all prior negotiations and understandings. This Lease supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. County and Lessee are not bound by any terms, conditions, statements, warranties or representations, written or oral, not contained in this Lease.

7. **AMENDMENTS:** This Lease may not be amended, changed, modified, or supplemented other than as expressly provided herein, except by an instrument in writing executed by County and Lessee.

8. **INTERPRETATION:** County and Lessee have had equal input into the drafting of this Lease. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against County or Lessee, whether under any rule of construction or otherwise. On the contrary, this Lease shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the County and Lessee. County and Lessee have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

9. **NO DEVELOPMENT RIGHTS CONFERRED:** Nothing herein shall be construed or deemed as giving approval for any development of the Property or any other property. Nothing contained in this Lease shall (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require County, the Manatee County Planning Commission or the Board to approve any applications submitted by Lessee relative to the Property or any other property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

10. **SEVERABILITY:** If any one or more of the provisions of this Lease should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Lease, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of County and

Lessee contained herein are not materially prejudiced and the intentions of County and Lessee continue to be effective.

11. **SOVEREIGN IMMUNITY:** County is a political subdivision of the State of Florida and as such does not waive its immunity, and nothing herein shall be construed as a waiver of County's rights

12. **SURVIVABILITY:** Unless waived in accordance with Section 13, below, any liability or obligation arising during the Lease term shall survive the termination of this Lease.

13. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates set forth in this Lease. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

14. **WAIVER:** The failure or neglect by County or Lessee to enforce any right under this Lease shall not be deemed to be a waiver. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Lease to be dully executed effective as of the date set forth below.

LESSEE:

**THE ETERNITY TEMPLE WASHINGTON
PARK COMMUNITY DEVELOPMENT
CORPORATION, INC.** a not-for profit
corporation, existing under the laws of the
State of Florida

By: 
Lesa A. Livingston (Aug 28, 2026 14:07:52 EDT)
Signature

Printed Name: Lesa Livingston

As: Executive Director
Title

Date: 08/28/2026

COUNTY:

MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Lease Agreement for Livingston Community Center-TERM REVISED FINAL

Final Audit Report

2026-08-28

Created:	2026-08-28
By:	Johanna Beville (johanna.beville@mymanatee.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZZhwzn2rBirmAbF2qFu5zgmUHqWme7c0

"Lease Agreement for Livingston Community Center-TERM REVISED FINAL" History

-  Document created by Johanna Beville (johanna.beville@mymanatee.org)
2026-08-28 - 5:37:31 PM GMT
-  Document emailed to Lesa Livingston (lesalivingston1@gmail.com) for signature
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-  Email viewed by Lesa Livingston (lesalivingston1@gmail.com)
2026-08-28 - 6:01:23 PM GMT
-  Signer Lesa Livingston (lesalivingston1@gmail.com) entered name at signing as Lesa A. Livingston
2026-08-28 - 6:07:50 PM GMT
-  Document e-signed by Lesa A. Livingston (lesalivingston1@gmail.com)
Signature Date: 2026-08-28 - 6:07:52 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-08-28 - 6:07:52 PM GMT



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