



September 1, 2026 - Regular Meeting

Subject

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

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913

Claudia Ruiz, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6288

Action Requested

- Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC.

Enabling/Regulating Authority

- Chapter 125 of the Florida Statutes, County Government

Applicable Advisory Board

N/A

Background Discussion

- Manatee County staff has been working with SPCA Property Co, LLC, a Florida limited liability company, concerning entering into a lease agreement at 5516 21st Avenue West, Bradenton, Florida 34209, to be utilized for the operation of a community cat center, including, but not limited to, overflow capacity and other animal adoption-related services.
- The term of the lease shall commence on the Effective Date and remain in effect for a period of ten (10) years, unless earlier terminated or extended by mutual written agreement of the parties for one additional ten (10) year term.
- The County shall also retain the right to terminate the lease, at its sole discretion, by providing written notice to the Lessor no fewer than one hundred twenty (120) days prior to the intended termination date.
- On May 12, 2026, a site visit was conducted with members of the County's Construction Services Division and Energy and Building Division to inspect the condition of the property.

Based on the site visit inspection, the team did not identify any major deficiencies or evidence of deferred maintenance.

- The County shall be responsible for all maintenance and repairs of the property and facilities, including all interior and exterior building components, roofs, HVAC systems, electrical systems, and plumbing systems serving the facilities. In addition, the County shall be responsible for all landscaping and exterior maintenance of driveways, sidewalks, and parking areas.
- Manatee County proposes to lease the Property in "as-is" condition for the total cost of \$1.00 for the term of the lease.

Attorney Review

Formal Written Review (Opinion memo must be attached) Soto

Instructions to Board Records

Please ensure that the Chairperson signs page 13 of the Lease Agreement.

Please return the executed original Lease Agreement and Resolution to Claudia Ruiz, Property Management Department, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

Please email a copy of the approved agenda to the following:

- Claudia Ruiz at claudia.ruiz@mymanatee.org
- Peter Morrow at peter.morrow@mymanatee.org
- Michelle Wehrle at michelle.wehrle@mymanatee.org
- Brandon Bennett at brandon.bennett@mymanatee.org
- Sarah Brown at sarah.brown@mymanatee.org

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Burdette Parent who was sworn and says that the following information is true and correct:

1. I am the Manager of SPCA Property Co, LLC, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

BURDETTE PARENT

Burdette Parent
Signature

STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 18 day of August, 2026, by Burdette Parent, who

- ☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Wendy Deming
Signature of Notary Public
(Legibly print, type, or stamp
commissioned name of Notary Public
and affix official notary seal below.)

My Commission Expires: 8/16/2030



WENDY DEMING
Notary Public
State of Florida
Comm# HH813734
Expires 8/16/2030

LEASE AGREEMENT
between
SPCA PROPERTY CO, LLC
and
MANATEE COUNTY

**LEASE AGREEMENT BETWEEN
SPCA PROPERTY CO, LLC
AND
MANATEE COUNTY**

THIS LEASE AGREEMENT (hereinafter "**Lease**") is made by and between **SPCA PROPERTY CO, LLC**, a Florida limited liability company, (hereinafter "**Lessor**"), whose mailing address is Post Office Box 1101, Bradenton, Florida 34209 and **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter "**County**" or "**Lessee**"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206. Lessor and County are collectively referred to as "**Parties**" and individually as "**Party**".

NOW THEREFORE, in consideration of the mutual terms, covenants, and restrictions set forth herein, the Parties agree as follows:

1. **THE PROPERTY:** Lessor, for and in consideration of the rents, covenants, conditions, restrictions, and limitations set forth herein, hereby leases unto County and County hereby accepts from Lessor this Lease of certain improved real property located in Manatee County, Florida, located at Post Office Box 1101, Bradenton, Florida 34206, as more specifically described on **Exhibit A** attached hereto (hereinafter the "**Property**"), which includes the land, facilities, buildings, and equipment thereon (collectively the "**Facilities**").

It is understood and it is a condition of this Lease that County's interest in the Property is and shall at all times during the period of the Lease be limited to the use of the Property for the sole purpose set forth in Section 2 below, and County has no other right in or to the Property or any other interest of any kind or nature therein.

2. **USE:** Throughout the term of this Lease, County shall use the Property for the operation of a community cat center, including, but not limited to, overflow capacity and other animal adoption-related services and for no other purposes.

3. **TERM:**

A. This Lease shall be effective and enforceable upon its approval and execution (hereinafter the "**Effective Date**") by the Board of County Commissioners of Manatee County (hereinafter the "**Board**"). This Lease shall be in effect for a period of ten (10) years from the Effective Date, unless terminated earlier or extended as provided herein.

B. This Lease may be extended by mutual written agreement of the parties for a period of ten (10) additional years.

C. Termination of this Lease may occur as detailed in Section 14.

4. **RENT:** County agrees to pay Lessor rent in the amount of ONE DOLLAR and ZERO CENTS (\$1.00) annually, to be paid upon execution of this Lease by County

and on or before the same date in each succeeding year for as long as this Lease is effective. As additional rent, County shall pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof with respect to this Lease and the operation and use of the Property in accordance with Section 2.

5. **IMPROVEMENTS AND SITE PLAN:** County accepts the Property as-is. County will be responsible for any damage to the Property caused by County, its employees, volunteers, agents, contractors, or representatives, and any damage resulting from County's operations. Construction of any additional or modification to existing facilities, buildings or other improvements will be at the sole discretion, expense, and risk of County. Lessor will not reimburse County for any facilities, buildings or other improvements that remain on the Property at the termination of the Lease. All additions, equipment, furnishings, repairs, modifications, and improvements to the Facilities as conducted by County, if any, shall meet and comply with the requirements of all applicable laws, regulations or codes.

6. **UTILITIES AND SERVICES:** County shall, in its own name, contract for and pay for all services and deposits associated therewith, as they become due, for Utility Services furnished to the Property during the effectiveness of this Lease. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, reclaimed water, trash, electricity, telephone, gas, cable TV, security systems and the like.

7. **RIGHT OF ENTRY:** Lessor reserves the right and County shall permit Lessor, its agents or employees, access and entry into the Property to inspect the Property to assure its proper care and maintenance and for any other purposes reasonably connected with Lessor's ownership of and interests in the Property. Lessor may enter the Property at any time Lessor reasonably believes an emergency exists upon the Property, and shall as soon as reasonably possible, notify County.

8. **OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY:** Upon expiration or termination of this Lease, all right, title and ownership in improvements made by County within the Property, shall vest in Lessor. Any personal property remaining on the Property after expiration or termination of this Lease shall be retained by Lessor or, at Lessor's option, it may notify County in writing within thirty (30) days after expiration or termination of this Lease to remove and dispose of such personal property at County's sole cost and expense.

9. **MECHANIC'S LIEN:** In the event a mechanic's, other labor, or material lien is filed against the Property or any portion thereof as a result of County, its agents, contractors, subcontractors, or representatives, then County shall cause all such liens to be discharged by payment, bond or otherwise within ninety (90) days after receipt of Lessor's written notice of such lien, as detailed herein. If County fails to do so, this constitutes an Event of Default and Lessor may, at its option, also obtain the discharge thereof and County, to the extent permitted and limited by Section 768.28, Florida

Statutes, and subject to the availability of lawfully appropriate funds, shall indemnify and hold harmless Lessor from and against all reasonable costs or expenses in connection therewith and shall reimburse Lessor for such costs and expenses on demand, and attorney fees shall be addressed consistent with Section 21.

10. **MAINTENANCE OF PROPERTY:** County shall keep the Property in a neat, orderly, clean, safe and sanitary condition in compliance with applicable regulations, codes, and laws. County is responsible for all maintenance and repairs to the Facilities, including exterior, interior and roofs of all buildings and all HVAC, electrical, and plumbing systems serving the Facilities. County is responsible for all landscaping and exterior maintenance of all driveways, sidewalks and parking areas.

11. **RISK OF LOSS:** Lessor shall not be responsible for damage to the Facilities or to personal property, fixtures, or equipment belonging to County caused by or resulting from fire, flood or any other casualty. County shall be solely responsible for keeping the Facilities and personal property thereon insured against loss or damage by fire, flood or other casualty.

12. **EFFECTS OF PARTIAL OR TOTAL DESTRUCTION:** If the Facilities are damaged by fire, flood or other casualty, County shall undertake and complete the repair or restoration of the Property or any building or structure thereon at its sole expense, including use of all insurance proceeds. Lessor may require County to deposit an amount equal to Lessor's estimated costs of removing any derelict structure and restoring the Property to the condition required by Section 19 herein.

13. **COVENANTS OF LESSEE:** As consideration for this Lease, County covenants and agrees:

A. Not to enter into or execute any contract nor apply any contribution, gift or donation, including, but not limited to inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.

B. To comply with all applicable laws, orders and codes of Federal, State and local governments, including without limitation the Americans with Disabilities Act and any Federal, State, or local laws, regulations, codes, etc. related to the operation of a community cat center and other related services.

C. 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 access to and not be subjected to discrimination under any program or activity at the Property.

D. Not sublet or assign its rights under this Lease.

14. **TERMINATION:** County's rights under this Lease shall terminate immediately upon the occurrence of any Event of Default by County (as hereinafter

defined) and Lessor shall not be required or responsible for reimbursing County for any costs of or value associated with additions to and improvements installed upon the Property relating to the operation of a community cat center and other related services. County shall also have the right to terminate this Lease in its sole determination, by providing Lessor written notice of County's election to terminate this lease prior to the end of the term of this Lease by written notice not less than one hundred and twenty (120) days.

15. **DEFAULT BY LESSEE:** Each of the following shall be deemed to be an Event of Default by Lessee under this Lease:

A. County'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 continues for more than thirty (30) days after written notice thereof to County, or if such failure cannot reasonably be cured within said thirty (30) days and County shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.

B. Anything which creates a lien upon the Property and such lien is not discharged (or County has not commenced with reasonable diligence and good faith such necessary process to discharge such lien) within ninety (90) days after County receives Lessor's written notice of such lien being imposed against the Property.

C. The filing of a petition in bankruptcy by or against County (unless the petition is vacated or dismissed within sixty (60) days of such filing), or County is being declared bankrupt or insolvent, or a receiver or trustee is appointed to take charge of County affairs or property, or County makes an assignment for the benefit of creditors.

D. Issuance of an attachment at law against the goods, property or chattels of County on the Property and any such levy not being vacated or dissolved or the attached property restored to County by the giving or posting of a bond with surety within thirty (30) days after such attachment.

E. County's failure, at any time during the term of this Lease, to comply with, observe and meet the terms and conditions required under Florida or federal law, rule or regulation to maintain Lessor's not-for-profit tax-exempt status or causing or permitting any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

16. **LESSOR'S REMEDIES:** In the Event of Default by County, Lessor shall have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

A. Terminate this Lease and discontinue County's use of the Facilities.

B. Enter the Property and fulfill County's obligations under this Lease. County shall reimburse Lessor on demand for any expenses which Lessor may incur in effectuating compliance with or performance of County's obligations under this Lease; and Lessor shall not be liable for damages resulting to County from such action.

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

17. **EMINENT DOMAIN:** If any portion of the Property shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the Property so taken and the date legal title shall vest in the appropriator or condemnor. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of Lessor without participation by County and without any deduction therefrom for any present or future intent or right of County in and to the use of the Property. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with County's use of the Property under this Lease, provided that County, notwithstanding such appropriation shall be able to operate as per the use identified in Section 2 on a reduced scale. Nothing herein shall prevent County from asserting its claim as to the loss of value of any buildings, structures, facilities or improvements on the Property constructed thereon by County.

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

19. **SURRENDER OF THE PROPERTY:** County agrees to deliver up, cease and surrender to Lessor the Facilities upon the expiration or earlier termination of this Lease, and the Facilities shall be in a neat, clean and orderly condition and County's additions, improvements, and alterations shall be in a neat, clean and orderly condition and in compliance with all applicable laws, rules, codes, ordinances and regulations.

20. **HOLDING OVER:** If County 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 County shall be deemed liable for all damages

for or resulting from such use of the Property or Facilities, or any part thereof. Lessor shall have the right to invoke, take or institute any steps or actions as may evidence termination of County's use of the Property as granted by virtue of this Lease, and Lessor shall have the right to take any and all steps or actions to remove County and any of County's employees from the Property.

21. LEGAL FEES AND COSTS: Each Party shall be solely responsible for paying their own attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy providing, post-judgement proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Lease.

22. INDEMNIFICATION: To the extent permitted and limited by Section 768.28, Florida Statutes, and subject to the availability of lawfully appropriated funds, County shall indemnify; defend, and hold harmless Lessor, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses, and attorney's fees which may accrue or be asserted against Lessor arising out of County's lease or use of the Property and/or the Facilities, County's failure to perform as provided under this Lease, or Event of Default. County expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of County shall in no way limit County's responsibility to indemnify, keep and save harmless and defend Lessor as provided herein. County's obligation and agreement to indemnify, defend, save and hold harmless Lessor does not include any negligent or intentional act of Lessor or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as all claims arising out of County's performance or failure to perform under the terms of this Lease and use of the Property and the Facilities by County have been finally settled, regardless of when such claims may be made.

In the event that any action, suit or proceeding is brought against Lessor upon any liability arising out of this Lease, Lessor shall give notice thereof in writing to County by certified mail addressed to County at the address contained herein. Upon receipt of notice, County, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against Lessor. Nothing in or under this Lease shall be deemed to affect Lessor's right to provide its own defense at its own cost, consistent with Section 21. Nothing contained herein waives County's rights, privileges or immunity as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or relating to County's sovereign immunity.

23. INSURANCE: County self-insures and shall maintain insurance coverages as set forth below. The cost for insurance coverages is the sole responsibility of County. County shall obtain and submit to SPCA Property Co, LLC within ten (10) 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:

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 "SPCA Property Co, LLC, a Florida limited liability company" as an Additional 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

This policy shall contain severability of interests' provisions.

B. Worker's Compensation Insurance:

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

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. Content Insurance:

"All Risks" coverage with replacement cost coverage on all personal property owned by Lessor or brought on the Property by County.

E. General Requirements:

1. Prior to the execution of this 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, County shall furnish Lessor 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. In addition, if requested in writing from Lessor, County will provide Lessor 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:

SPCA Property Co, LLC, a Florida limited liability company
Post Office Box 1101
Bradenton, FL 34206

2. County shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to Lessor, at the address herein, including title or description of lease.

3. County agrees that should it fail to meet or maintain the required insurance coverage(s) as set forth herein, Lessor may terminate lease.

4. County waives all subrogation rights against Lessor, for all losses or damages which occur during the Lease and for any events occurring during the Lease term, whether the suit is brought during the Lease term or not.

5. County has sole responsibility for all insurance premiums and policy deductibles.

6. It is County's responsibility to ensure that its agents and representatives, comply with all the insurance requirements set forth herein.

F. 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 Lessor, or to others, and Lessor's failure to request evidence of this insurance coverage shall not be construed as a waiver of County's obligation to provide and maintain the insurance coverage specified or to name "SPCA Property Co, LLC, a Florida limited liability company" as an Additional Named Insured on such coverage.

H. No Waiver of Immunity with Respect to Third Parties: With respect to claims against County by third parties, nothing herein shall be interpreted as a waiver by County of rights as set forth in Florida Statutes 768.28, or any other statutes, and County expressly reserves these rights to the full extent allowed by law.

24. NOTICES: Every notice, demand, payment, request or other communication to be given under the terms of this Lease shall be in writing and delivered by hand against receipt or sent by nationally utilized overnight delivery service, and addressed as follows (or to such different recipient or address previously designated by the respective party in accordance with this section):

If to Lessor: SPCA Property Co, LLC

Post Office Box 1101
Bradenton, Florida 34206

With a copy (which shall not constitute notice) to:

Blalock Walters, P.A.
802 11th St. West
Bradenton, FL 34205
Attn: Matthew J. Lapointe, Esq.

If to County: Manatee County Government
Attention: Director of Property Management
Property Management Department
Post Office Box 1000
Bradenton, Florida 34206

With a copy (which shall not constitute notice) to:

Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

26. **ENTIRE AGREEMENT:** This Lease contains the final and entire agreement between Lessor and County 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. Lessor and County are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Lease.

27. **MUTUAL COOPERATION:** Nothing herein shall require or prohibit Lessor and County from entering into additional agreements with respect to the Property or permitting County to use Lessor's abutting property or additional support, assistance or programs of cooperation between the Parties, provided that no such action or agreement, whether written or oral, shall alter or be deemed to alter this Lease unless reduced to writing signed by the Parties and specifically stating that the instrument is an addendum to or a part of the Lease.

28. **AMENDMENTS:** This Lease may not be amended, changed, modified, or supplemented, except by an instrument in writing executed by the Parties.

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

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

31. **INTERPRETATION:** The Parties had equal input for the drafting of this Lease and were represented by counsel in negotiating this Lease's terms. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against Lessor or County, whether under any rule of construction or otherwise. This Lease shall be construed and interpreted according to the ordinary meaning of the words used to accomplish fairly the purposes and intentions of Lessor and County. Lessor and County have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

32. **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 County; (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.

33. **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 Lessor and County contained herein are not materially prejudiced and the intention behind the Lease continues to remain in effect.

34. **SOVEREIGN IMMUNITY.** County is a political subdivision of the State of Florida and except with regard to its indemnification of Lessor as set forth in Section 22

of this Lease, County does not waive its immunity, and nothing herein shall be construed as a waiver of County's rights, including the limited waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statutes, and County expressly reserves these rights to the full extent allowed by law.

35. **SURVIVABILITY:** Unless waived in accordance with Section 37, below, any liability or obligation arising during the Lease term shall survive the termination of this Lease.

36. **TIME OF THE ESSENCE:** Time is of the essence regarding all dates set forth in this Lease. Any reference herein to time periods of seven (7) days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays as provided by 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).

37. **WAIVER:** The failure or neglect by Lessor or County 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.

39. **ANTI-HUMAN TRAFFICKING:** Lessor shall provide County with a sworn affidavit signed by an officer or a representative of Lessor (attached hereto as Exhibit "B") under penalty of perjury attesting that County does not use coercion for labor or services, as such items are defined in Section 787.06, Florida Statutes.

40. **ASSIGNMENTS AND SUBLETTING.** County shall not mortgage, pledge, encumber, assign or sublet, or license (for concessions or otherwise) the Property or in any manner transfer this Lease without prior written consent of Lessor, which consent shall be in Lessor's sole discretion.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Lessor and County have caused this Lease to be executed by their respective duly authorized representatives on the respective dates set forth below.

LESSOR:

SPCA PROPERTY CO, LLC, a Florida limited liability company

By: 
Burdette Parent, Manager

Date: 8/18/2021

COUNTY:

MANATEE COUNTY, a political subdivision of
the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

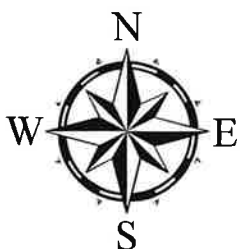
ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT A

Location Map of Area

EXHIBIT A



COUNTY LEASE

SPCA PROPERTY CO, LLC
5516 21ST AVENUE WEST
BRADENTON, FLORIDA 34209

PID 3947700059

DISTRICT 3 - TAL SIDDIQUE



EXHIBIT B

Form of Anti-Human Trafficking Affidavit

EXHIBIT B

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Burdette Parent who was sworn and says that the following information is true and correct:

1. I am the Manager of SPCA Property Co, LLC, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

BURDETTE PARENT

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Burdette Parent, who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp
commissioned name of Notary Public
and affix official notary seal below.)

My Commission Expires: _____



OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whittni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: July 28, 2026

TO: Peter Morrow, Property Acquisition Division Manager, Property
Management Department
Claudia Ruiz, Senior Real Property Specialist, Property Management
Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PSD 07/21/2026*

FROM: Camilo A. Soto, Assistant County Attorney *Approved by CAS 06/25/2026*

RE: **SPCA Community Cat Center Lease; RLS No. 25/26-0364**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review the proposed Lease Agreement between SPCA Property Co, LLC, and Manatee County for the use and operation of a community cat center located at 5516 21st Avenue West, Bradenton, Florida, to include, but not limited to, overflow capacity and other animal adoption services.

Brief Answer:

The CAO has reviewed and opined herein. Attached is the redlined copy of the proposed Lease Agreement which contains my recommended changes.

Background:

The property, previously occupied by the former director of the shelter, was transferred

*Florida Bar Board Certified in City, County and Local Government Law

from The Society for the Prevention of Cruelty to Animals of Manatee County, Florida, Inc., a Florida-not-for-profit corporation, (dba Edward E. and Lillian Bishop Animal Shelter) to SPCA Property Co, LLC, a Florida limited liability company, in June of 2025. SPCA Property Co, LLC, and Manatee County wish to enter into a Lease Agreement for a term commencing on the effective date and will remain in effect for ten (10) years with one additional ten (10) year term unless extended or terminated by mutual agreement with 120 days' notice. The County is tasked with all maintenance and repairs of the property, including interior and exterior systems and landscaping responsibilities.

Discussion:

There were no specific legal issues raised in this RLS. Therefore, I have limited my review to identifying legal issues that could give rise to a claim or case against the County.

Attached is the CAO's redline of the Lease Agreement, which includes a few recommended revisions for you to forward to SPCA Property Co, LLC, for its review and consideration.

After Staff has reviewed and addressed the proposed redlines and comments, Staff should ensure the formatting is correct prior to submitting the Lease Agreement to the Board of County Commissioners.

Conclusion:

Attached is the redlined copy of the Lease Agreement, which contains our advice, comments and recommended changes. Subject to my track changes and comments to the proposed Lease Agreement, I have no objection from the legal standpoint to scheduling this transaction before the Board of County Commissioners (Board). Please advise our office should there be any additional edits/revisions to this Lease Agreement prior to Board approval. I have not reviewed or revised this Legal Agreement for thoroughness, accuracy, typographical errors, or ADA accessibility. I express no opinion as to the business judgment of entering into this transaction, including tabulation of costs associated with improving this Property for its intended purpose.

This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Attachments:

PDF of SPCA Draft Lease with CAO tracked changes and comments

Word version of SPCA Draft Lease with CAO tracked changes and comments

2026 Anti-Human Trafficking Affidavit

Copies with attachments to:

Charlie Bishop, County Administrator

Bryan Parnell, Deputy County Administrator

Cary Knight, Director, Property Management Department

Sarah Brown, Director, Community & Veterans Services Department

Lisa Crabtree, Senior Real Property Specialist, Property Management Dept.

Caitlyn DeLoach, Senior Real Property Specialist, Property Management Dept.

Mark Petrilla, Building Maintenance Superintendent, Property Management Dept.

Michelle Wehrle, Construction Services Division Manager, Property Management
Department

Brandon Bennett, Energy & Building Management Division Manager, Property
Management Department

Nicole Bezdek, Risk Manager, County Attorney's Office

LEASE AGREEMENT
between
SPCA PROPERTY CO, LLC
and
MANATEE COUNTY

**LEASE AGREEMENT BETWEEN
SPCA PROPERTY CO, LLC
AND
MANATEE COUNTY**

THIS LEASE AGREEMENT (hereinafter "**Lease**") is made by and between **SPCA PROPERTY CO, LLC**, a Florida limited liability company, (hereinafter "**Lessor**"), whose mailing address is 5516 21st Avenue West, Bradenton, Florida 34209 and **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter "**County**" or "**Lessee**"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206. ~~The~~ Lessor and County are collectively referred to as "Parties" and individually as "Party".

Commented [CS1]: Double-check this address and update accordingly throughout because according to Sunbiz, SPCA Property Co, LLC, amended its address to 1101 6th Avenue West, Suite 218, Bradenton, Florida 34206 in May '26.

NOW THEREFORE, in consideration of the mutual terms, covenants, and restrictions set forth herein, the Parties agree as follows:

1. **THE PROPERTY:** Lessor, for and in consideration of the rents, covenants, conditions, restrictions, and limitations set forth herein-, hereby leases unto County and County hereby accepts from ~~the~~ Lessor this Lease of certain improved real property located in Manatee County, Florida, located at 5516 21st Avenue West, Bradenton, Florida 34209, as more specifically described on **Exhibit A** attached hereto (hereinafter the "**Property**"), which includes the land, facilities, buildings, and equipment thereon (collectively the "**Facilities**").

It is understood and it is a condition of this Lease that County's interest in the Property is and shall at all times during the period of the Lease be limited to the use of the Property for the sole purpose set forth in Section 2 below, and County has no other right in or to the Property or any other interest of any kind or nature therein.

2. **USE:** Throughout the term of this Lease, County shall use the Property for the operation of a community cat center, including, but not limited to, overflow capacity and other animal adoption-related services, ~~through the term of this Lease~~, and for no other purposes.

3. **TERM:**

A. This Lease shall be effective and enforceable upon its approval and execution (hereinafter the "Effective Date") by the Board of County Commissioners of Manatee County (hereinafter the "**Board**") ~~(collectively, the "Effective Date")~~. This Lease shall be in effect for a period of ~~TEN~~ten (10) years from the Effective Date, unless terminated earlier or extended as provided herein.

B. This Lease may be extended by mutual written agreement of the parties for a period of ~~Ten~~ten (10) additional years.

C. Termination of this Lease may occur as detailed in Section 14.

Commented [CS2]: This provision doesn't limit the number of extensions possible. Does Property Management want to cap the number of extensions?

4. **RENT:** County agrees to pay ~~the~~Lessor rent in the amount of ONE DOLLAR and ZERO CENTS and 00/100 (\$1.00) ~~DOLLARS per year~~annually, to be paid upon execution of this Lease by County and on or before the same date in each succeeding year for as long as this Lease is effective. As additional rent, County shall pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof with respect to this Lease and the operation and use of the Property in accordance with Section 2.

5. **IMPROVEMENTS AND SITE PLAN:** County accepts the Property as ~~is~~. County will be responsible for any damage to the Property caused by County, its employees, volunteers, agents, contractors, or representatives, and any damage resulting from County's operations. Construction of any additional or modification to existing facilities, buildings or other improvements will be at the sole discretion, expense, and risk of ~~the~~County. Lessor will not reimburse County for any facilities, buildings or other improvements that remain on the Property at the termination of the Lease. All new additions, equipment, furnishings, repairs, modifications, and improvements to the Facilities as conducted~~provided~~ by County, if any, shall meet and comply with the requirements of all applicable laws, regulations or codes~~applicable building, fire, animal, pollution, etc. laws, regulations and code, and any other applicable laws, regulations or codes~~.

6. **UTILITIES AND SERVICES:** County shall in its own name, contract for and pay for all ~~utility~~services and deposits associated therewith, as they become due, for Utility Services furnished to the Property during the effectiveness of this Lease. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, reclaimed water, trash, electricity, telephone, gas, cable TV, security systems and the like. ~~County shall contract for all Utilities Services in County's name and pay all deposits and use charges as they become due.~~

7. **RIGHT OF ENTRY:** ~~The~~Lessor reserves the right and County shall permit Lessor, its agents or employees, ~~to~~access and entry into the Property to inspect the Property to assure its proper care and maintenance and for any other purposes reasonably connected with Lessor's ownership of and interests in the Property ~~and Lessor's interest~~. ~~The~~Lessor may enter the Property at any time ~~the~~Lessor reasonably believes an emergency exists upon the Property, and shall as soon as reasonably possible, notify County.

8. **OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY:** Upon expiration or termination of this Lease, all right, title and ownership in improvements made by County within the Property, shall vest in ~~the~~Lessor. Any personal property remaining on the Property after expiration or termination of this Lease shall be retained by ~~the~~Lessor or, at Lessor's option, Lessorit may notify County in writing within thirty (30) days after expiration or termination of this Lease to remove and dispose of such personal property by County at County's sole cost and expense.

9. **MECHANIC'S LIEN:** In the event ~~any~~ mechanic's ~~lien or~~ other labor, or material lien is filed against the Property or any portion thereof as a result of County, its agents, contractors, subcontractors, or representatives, ~~then~~ County shall cause ~~each~~ and all such liens to be discharged by payment, bond or otherwise within ~~thirtyninety~~ (390) days after receipt of Lessor's written notice of such lien, as detailed herein~~such lien is filed. If, and in the event~~ County fails to do so, ~~the~~ this constitutes an Event of Default and Lessor may, at its option, also obtain the discharge thereof and County, to the extent permitted and limited by Section 768.28, Florida Statutes, and subject to the availability of lawfully appropriate funds, shall indemnify and hold harmless ~~the~~ Lessor from and against ~~any and all~~ reasonable costs or expenses in connection therewith and shall reimburse ~~the~~ Lessor for such costs and expenses on demand, including and attorney fees shall be addressed consistent with Section 21.

10. **MAINTENANCE OF PROPERTY:** County shall keep ~~every part and portion of~~ the Property in a neat, orderly, clean, safe and sanitary condition in compliance with all applicable regulations, codes, and laws. County is responsible for all maintenance and repairs to the of the Property and Facilities, including exterior, interior and roofs of all buildings and all HVAC, electrical, and plumbing systems serving the Facilities. ~~County~~ is responsible for all landscaping and exterior maintenance of all driveways, sidewalks and parking areas.

11. **RISK OF LOSS:** ~~The~~ Lessor shall not be responsible for damage to the Facilities or to personal property, fixtures, or equipment belonging to County caused by or resulting from fire, flood or any other casualty. County shall be solely responsible for keeping the Property, Facilities and personal property thereon insured against loss or damage by fire, flood or other casualty.

12. **EFFECTS OF PARTIAL OR TOTAL DESTRUCTION:** If ~~the Property or~~ the Facilities ~~thereon~~ are damaged by fire, flood or other casualty, County shall undertake and complete the repair or restoration of the Property or any building or structure thereon at its sole expense, including use of all insurance proceeds. ~~The~~ Lessor may require County to deposit an amount equal to ~~the~~ Lessor's estimated costs of removing any derelict structure and restoring the Property to the condition required by Section 19 herein of this Lease.

13. **COVENANTS OF LESSEE:** As consideration for this Lease, County covenants and agrees:

A. Not to enter into or execute any contract nor apply any contribution, gift or donation, including, but not limited to inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.

B. To comply with all applicable laws, orders and codes of Federal, State and local governments, including without limitation the Americans with

Commented [CS3]: Where's the force majeure clause? Shouldn't the County have the option to terminate this Lease in the event of partial or total destruction too?

Commented [PM4]: We need to run this by Charles to ensure Admin is agreeable.

Disabilities Act and any Federal, State, or local laws, regulations, codes, etc. related to the operation of a community cat center and other related services.

Commented [CS5]: Is the building already ADA compliant?

C. 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 ~~access to and not the benefits of employment by County or~~ be subjected to discrimination under any program or activity ~~on at~~ the Property.

D. Not sublet or assign its rights under this Lease.

14. **TERMINATION:** County's rights under this Lease shall terminate immediately upon the occurrence of any Event of Default by County (as hereinafter defined) and Lessor shall not be required or responsible for reimbursing County for any costs of or value associated with additions to and improvements installed upon the Property relating to the operation of a community cat center and other related services. County shall also have the right to terminate this Lease in its sole determination, by providing ~~the~~ Lessor written notice of County's election to terminate this lease prior to the end of the term of ~~this~~ the Lease by written notice not less than one hundred and twenty (120) days.

15. **DEFAULT BY LESSEE:** Each of the following shall be deemed to be an Event of Default by Lessee under this Lease:

A. County'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~~ continues for more than thirty (30) days after written notice thereof to County, or if such failure cannot reasonably be cured within said thirty (30) days and County shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.

B. Anything which creates a lien upon the Property and such lien is not discharged (or County has not commenced with reasonable diligence and good faith such necessary process ~~to~~ to discharge such lien) within ninety (90) days after County receives Lessor's written notice of such lien being imposed against the Property, ~~addressed by County substantially in a manner provided in Section 15.A. hereof.~~

C. The filing of a petition in bankruptcy by or against County (unless the petition is vacated or dismissed within sixty (60) days of such filing), or ~~County~~ is being declared bankrupt or insolvent, or a receiver or trustee is appointed to take charge of County affairs or property, or County makes an assignment for the benefit of creditors.

D. Issuance of an attachment at law against the goods, property or chattels of County on the Property and any such levy not being vacated or dissolved or the attached property restored to County by the giving or posting of a bond with surety within thirty (30) days after such attachment.

E. County's failure, at any time during the term of this Lease, to comply with, observe and meet the terms and conditions required under ~~any state~~Florida or federal law, rule or regulation to maintain Lessor's not-for-profit tax-exempt status or causing or permitting any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property taxes.

16. **LESSOR'S REMEDIES:** In the Event of Default by County, ~~the~~Lessor shall have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

A. ~~To t~~Terminate this Lease and discontinue County's use of the ~~Property and the~~ Facilities.

B. ~~To e~~Enter the Property and fulfill County's obligations under this Lease. County shall reimburse Lessor on demand for any expenses which ~~the~~Lessor may incur in effectuating compliance with or performance of County's obligations under this Lease; and Lessor shall not be liable for damages resulting to County from such action.

C. ~~To g~~Grant a lease to any entity to use the Property and the Facilities thereon for the purpose herein provided or use the Property and Facilities for such purposes as Lessor deems to be in ~~the~~Lessor's best interest, or demolish and remove any buildings, structures or improvements placed upon the Property by County and restore the Property to the condition existing prior to this Lease, with County to reimburse ~~the~~Lessor on demand for any expenses which ~~the~~Lessor may incur in so restoring the Property.

17. **EMINENT DOMAIN:** If any portion of the Property shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the Property so taken and the date legal title shall vest in the appropriator or condemnor. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of ~~the~~Lessor without participation by County and without any deduction therefrom for any present or future intent or right of County in and to the use of the Property. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with County's use of the Property under this Lease, provided that County, notwithstanding such appropriation shall be able to operate as per the use identified in Section 2 on a reduced scale. Nothing herein shall prevent County from asserting its claim as to the loss of value of any buildings, structures, facilities or improvements on the Property constructed thereon by County.

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

19. **SURRENDER OF THE PROPERTY:** County agrees to deliver up, cease and surrender to Lessor the ~~Property and the~~ Facilities upon the expiration or earlier termination of this Lease, and the ~~Facilities~~ ~~Property~~ shall be in a neat, clean and orderly condition and County's ~~additions~~, improvements, and alterations shall be in a neat, clean and orderly condition and in compliance with all applicable laws, rules, codes, ordinances and regulations.

20. **HOLDING OVER:** If County 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 County shall be deemed liable for all damages for or resulting from such use of the Property or Facilities, or any part thereof. ~~The~~ Lessor shall have the right to invoke, take or institute any ~~and all~~ steps or actions as may evidence termination of County's use of the Property as granted by virtue of this Lease, and Lessor shall have the right to take any and all steps or actions to remove County and any of County's employees from the Property.

21. **LEGAL FEES AND COSTS:** Each Party shall be solely responsible for paying their own attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy providing, post-judgement proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Lease.

22. **INDEMNIFICATION:** To the extent permitted and limited by Section 768.28, Florida Statutes, and subject to the availability of lawfully appropriated funds, County shall indemnify; defend, and hold harmless ~~the~~ Lessor, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses, and attorney's fees which may accrue or be asserted against ~~the~~ Lessor arising out of County's lease or use of the Property and/or the Facilities, County's failure to perform as provided under this Lease, or Event of Default, ~~irrespective of whether it is alleged or determined that the alleged claim, damages, etc. were caused by the negligence or omission of County, its employees, subcontractors, volunteers, or agents.~~ County expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of County shall in no way limit County's responsibility to indemnify, keep and save harmless and defend ~~the~~ Lessor as provided herein. County's obligation and agreement to indemnify, defend, save and hold harmless ~~the~~ Lessor does not include any negligent or intentional act of ~~the~~ Lessor 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 County's performance or failure to perform under the terms of this Lease and use of the Property and the Facilities by County have been finally settled, regardless of when such claims may be made.

In the event that any action, suit or proceeding is brought against ~~the~~ Lessor upon any liability arising out of this Lease, ~~the~~ Lessor shall give notice thereof in writing to County by certified mail addressed to County at the address contained herein. Upon receipt of notice, County, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against ~~the~~ Lessor. Nothing in or under this Lease shall be deemed to affect ~~the~~ Lessor's right to provide its own defense at its own cost, consistent with Section 21, and recover from County attorney fees and expenses associated with such representation and Nothing contained herein ~~the County hereby~~ waives ~~its~~ County's rights, privileges or immunity ~~of the County~~ as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or relating to County's sovereign immunity.

23. **INSURANCE:** County self-insures and shall ~~procure and~~ maintain insurance coverages as set forth below. The cost for insurance coverages is the sole responsibility of County. County shall obtain and submit to SPCA Property Co, LLC 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:

Commented [CS6]: Nicole, for the Insurance Section of this Lease, please review for your feedback and recommended changes.

Commented [NB7R6]: County can meet all those requirements. The Lessor may require additional policies, if so I can confirm we have the coverage.

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 "SPCA Property Co, LLC, a Florida limited liability company" as an Additional 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

This policy shall contain severability of interests' provisions.

B. Worker's Compensation Insurance:

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers

Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.

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. Content Insurance:

"All Risks" coverage with replacement cost coverage on all personal property owned by Lessor or brought on the Property by County.

E. General Requirements:

1. Prior to the execution of [this](#) 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, County shall furnish ~~the~~ Lessor 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. In addition, if requested in writing from ~~the~~ Lessor, County will provide ~~the~~ Lessor 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:

SPCA Property Co, LLC, a Florida limited liability company

1101 6th Ave W #218
Bradenton, FL 34205

Commented [CS8]: Double-check this address with Lessor.

2. County shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to Lessor, at the address herein, including title or description of lease.

3. County agrees that should it fail to meet or maintain the required insurance coverage(s) as set forth herein, ~~the~~ Lessor may terminate lease.

4. County waives all subrogation rights against Lessor, for all losses or damages which occur during the Lease and for any events occurring during the Lease term, whether the suit is brought during the Lease term or not.

5. County has sole responsibility for all insurance premiums and policy deductibles.

6. It is ~~the~~ County's responsibility to ensure that its agents and, representatives, ~~and sub lessees, if applicable~~, comply with all the insurance

requirements set forth herein.

F. **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~~ Lessor, or to others, and ~~the~~ Lessor's failure to request evidence of this insurance coverage shall not be construed as a waiver of County's obligation to provide and maintain the insurance coverage specified or to name "SPCA Property Co, LLC, a Florida limited liability company" as an Additional Named Insured on such coverage.

H. **No Waiver of Immunity with Respect to Third Parties:** With respect to claims against County by third parties, 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.

24. **NOTICES:** Every notice, demand, payment, request or other communication to be given under the terms of this Lease shall be in writing and delivered by hand against receipt or sent by nationally utilized overnight delivery service, and addressed as follows (or to such different recipient or address previously designated by the respective party in accordance with this section):

If to Lessor: SPCA Property Co, LLC
 1101 6th Ave W #218
 Bradenton, Florida 34205

With a copy (which shall not constitute notice) to:

Blalock Walters, P.A.
802 11th St. West
Bradenton, FL 34205
Attn: Matthew J. Lapointe, Esq.

If to County: Manatee County Government
 Attention: ~~Acquisition Division Manager~~ Director of Property Management
 Property Management Department
 Post Office Box 1000
 Bradenton, Florida 34206

With a copy (which shall not constitute notice) to:

Manatee County Government
Attention: County Attorney
County Attorney's Office

1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

26. **ENTIRE AGREEMENT:** This Lease contains the final and entire agreement between ~~the~~ Lessor and County 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. ~~The~~ Lessor and County are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Lease.

27. **MUTUAL COOPERATION:** Nothing herein shall require or prohibit Lessor and County from entering into additional agreements with respect to the Property or permitting County to use Lessor's abutting property or additional support, assistance or programs of cooperation between the ~~p~~Parties, provided that no such action or agreement, whether written or oral, shall alter or be deemed to alter this Lease unless reduced to writing signed by ~~both the~~ Parties and specifically stating that the instrument is an addendum to or a part of the Lease.

28. **AMENDMENTS:** This Lease may not be amended, changed, modified, or supplemented, except by an instrument in writing executed by the ~~Lessor and County~~ Parties.

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

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

31. **INTERPRETATION:** The ~~Lessor and County~~ Parties had equal input for the drafting of this Lease and were represented by counsel in negotiating this Lease's terms. Neither this Lease nor any uncertainty or ambiguity in this Lease shall be construed against ~~the~~ Lessor or County, whether under any rule of construction or otherwise. 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~~ Lessor and County. ~~The~~ Lessor and County have each carefully read the terms and conditions of this Lease and know and understand the contents and effect of this Lease.

32. **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 County; (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.

33. **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 ~~the~~ Lessor and County contained herein are not materially prejudiced and the intention behind the Lease continues to remain in effect.

34. **SOVEREIGN IMMUNITY.** ~~The~~ County is a political subdivision of the State of Florida and except with regard to its indemnification of Lessor as set forth in Section 22 of this Lease, County does not waive its immunity, and nothing herein shall be construed as a waiver of ~~the~~ County's rights, including the limited waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statutes, and ~~the~~ County expressly reserves these rights to the full extent allowed by law.

35. **SURVIVABILITY:** Unless waived in accordance with Section 37, below, any liability or obligation arising during the Lease term shall survive the termination of this Lease.

36. **TIME OF THE ESSENCE:** Time is of the essence ~~with regard to~~ regarding all dates set forth in this Lease. Any reference herein to time periods of seven (7) days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays as provided by 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).

37. **WAIVER:** The failure or neglect by Lessor or County 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.

39. **ANTI-HUMAN TRAFFICKING:** Lessor shall provide ~~the~~ County with a sworn affidavit signed by an officer or a representative of Lessor (attached hereto as Exhibit "B") under penalty of perjury attesting that County does not use coercion for labor or services, as such items are defined in Section 787.06, Florida Statutes.

40. **ASSIGNMENTS AND SUBLETTING.** ~~Tenant~~County shall not mortgage, pledge, encumber, assign or sublet, or license (for concessions or otherwise) the Property or in any manner transfer this Lease without prior written consent of Lessor, which consent shall be in Lessor's sole discretion.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, The Lessor and County have caused this Lease to be executed by their respective duly authorized representatives on the respective dates set forth below.

LESSOR:

SPCA PROPERTY CO, LLC, a Florida limited liability company

By: _____

Name, Title Signature

Printed Name: _____

As: _____

Title

Date: _____

Commented [CAO9]: The CAO trusts that staff has performed the appropriate due diligence relative to this entity such that the appropriate individual on behalf of same will be executing the lease.

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

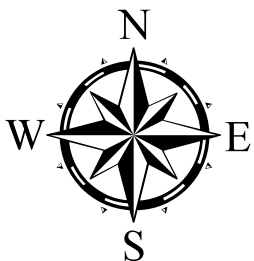
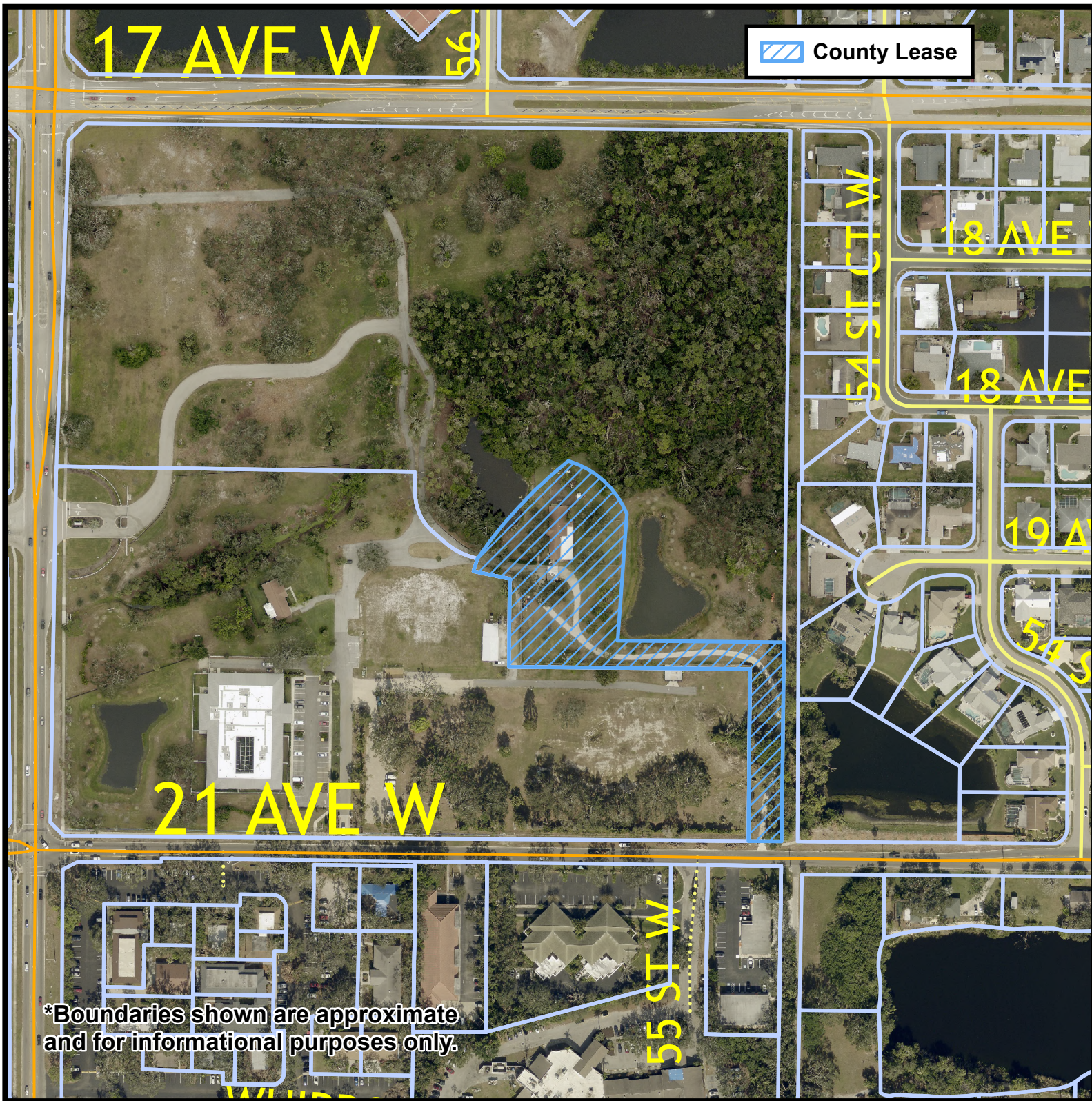
By: _____
Deputy Clerk

EXHIBIT A

Location Map of Area

EXHIBIT B

Form of Anti-Human Trafficking Affidavit



COUNTY LEASE

**SPCA PROPERTY CO, LLC
5516 21ST AVENUE WEST
BRADENTON, FLORIDA 34209**

PID 3947700059

DISTRICT 3 - TAL SIDDIQUE



From: [Claudia Ruiz](#)
To: [Vicki Tessmer](#); [Peter Morrow](#); [Quantana Acevedo](#)
Subject: RE: Item 25 - SPCA
Date: Monday, August 31, 2026 7:29:05 AM
Attachments: [image002.png](#)
[image003.png](#)

[NOTICE: This message originated outside of Manatee County Clerk's Office -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good morning,

I have an executed copy; however, it will not need to be recorded by Board Records. The blank copy attached to the Lease may remain as is.

Respectfully,

Claudia Ruiz | Senior Real Property Specialist
Manatee County Government
Property Management
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
Post Office Box 1000
Bradenton, Florida 34206
Desk: 941-748-4501 x 6288
mymanatee.org

Under [Public Records Act](#), email communications sent to and from this address may be subject to public disclosure. Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.



From: Vicki Tessmer <vicki.tessmer@ManateeClerk.com>
Sent: Friday, August 28, 2026 3:04 PM
To: Claudia Ruiz <claudia.ruiz@mymanatee.org>; Peter Morrow <peter.morrow@mymanatee.org>; Quantana Acevedo <quantana.acevedo@mymanatee.org>
Subject: Item 25 - SPCA

CAUTION:This email originated from an external source.

Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Hi,
Exhibit B is the Anti Human Trafficking Affidavit. Does this need to be executed?
Thank you,

Vicki Tessmer
Board Records Supervisor



For Angelina "Angel" Colonnese, Esq.
Manatee Clerk of the Circuit Court &
Comptroller
(941) 749-1800 Ext. 4081
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

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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



September 1, 2026 - Regular Meeting

Subject

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

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913

Claudia Ruiz, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6288

Action Requested

- Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC.

Enabling/Regulating Authority

- Chapter 125 of the Florida Statutes, County Government

Applicable Advisory Board

N/A

Background Discussion

- Manatee County staff has been working with SPCA Property Co, LLC, a Florida limited liability company, concerning entering into a lease agreement at 5516 21st Avenue West, Bradenton, Florida 34209, to be utilized for the operation of a community cat center, including, but not limited to, overflow capacity and other animal adoption-related services.
- The term of the lease shall commence on the Effective Date and remain in effect for a period of ten (10) years, unless earlier terminated or extended by mutual written agreement of the parties for one additional ten (10) year term.
- The County shall also retain the right to terminate the lease, at its sole discretion, by providing written notice to the Lessor no fewer than one hundred twenty (120) days prior to the intended termination date.
- On May 12, 2026, a site visit was conducted with members of the County's Construction Services Division and Energy and Building Division to inspect the condition of the property.

Based on the site visit inspection, the team did not identify any major deficiencies or evidence of deferred maintenance.

- The County shall be responsible for all maintenance and repairs of the property and facilities, including all interior and exterior building components, roofs, HVAC systems, electrical systems, and plumbing systems serving the facilities. In addition, the County shall be responsible for all landscaping and exterior maintenance of driveways, sidewalks, and parking areas.
- Manatee County proposes to lease the Property in "as-is" condition for the total cost of \$1.00 for the term of the lease.

Attorney Review

Formal Written Review (Opinion memo must be attached) Soto

Instructions to Board Records

Please ensure that the Chairperson signs page 13 of the Lease Agreement.

Please return the executed original Lease Agreement ~~and Resolution~~ to Claudia Ruiz, Property Management Department, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

Please email a copy of the approved agenda to the following:

- Claudia Ruiz at claudia.ruiz@mymanatee.org
- Peter Morrow at peter.morrow@mymanatee.org
- Michelle Wehrle at michelle.wehrle@mymanatee.org
- Brandon Bennett at brandon.bennett@mymanatee.org
- Sarah Brown at sarah.brown@mymanatee.org

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



Public Comment

Manatee County Government

Submitted On:

Aug 31, 2026, 01:14AM EDT

Full Name	First Name: Martha Last Name: Jacobs
Email	mjorders@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Consent Agenda Item #25
Comment	I am writing in regards to the 9/1/26 BOCC meeting Consent Agenda Item #25 Execution of Lease Agreement between Manatee County and SPCA Property Co LLC. I request this Item be pulled from the Consent Agenda for Discussion. Given the disastrous situation that has occurred with the trailer kennels for the dogs, I feel it is important to question the county's plans on the property for cats. Nowhere in the Supporting Documents does it discuss or even mention the county's plan for how, when and where the cats will be housed. Nor is there any mention of the cost to taxpayers for whatever the county plans to do with the section of the property being leased. The annual lease amount is certainly reasonable but nothing is free and as I hope everyone has learned, you get what you pay for. Please reassure the public as to the plans for this section of the property and that a lesson has been learned when it comes to trying to pull a bait and switch as was done with the prefab trailers. Thank you