

**LEASE AGREEMENT BETWEEN THE CITY OF EDGEWATER AND
VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**

This Lease Agreement (the "Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between the CITY OF EDGEWATER, a Florida municipality ("City"), and the VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit organization ("YMCA"), (together, the "Parties").

RECITALS

WHEREAS, the City owns the Facility known as the Hawks Park Recreational Complex, which is managed by the YMCA pursuant to the terms of that certain Third Amended and Restated Memorandum of Agreement between the City of Edgewater and YMCA (the Prior Agreement); and

WHEREAS, the Term of the Prior Agreement has expired, and the Parties wish to enter into a new lease agreement for the Facility.

NOW THEREFORE, the Parties agree as follows:

1. Leased Premises; Use

1.1 Premises. The City leases to the YMCA, and the YMCA leases from the City, the City's Gymnasium/Recreational Facility located on City-owned land commonly known as the Hawks Park Recreational Complex at 148 W. Turgot Avenue, Edgewater, Florida, together with related improvements, fixtures, and appurtenances (the Facility), solely for operation of recreational, sports, wellness, aquatic, childcare, and other YMCA programs and activities consistent with YMCA's mission and applicable law. Use of the baseball fields is specifically excluded from this Agreement. The Facility and underlying land are and shall remain the sole property of the City.

1.2 Use. The YMCA shall manage and operate the Facility diligently, cost-effectively, and professionally and provide staffing necessary to offer high-quality programs during operating hours. The YMCA's programs shall be open to all without unlawful discrimination and shall comply with ADA requirements. The Facility shall be owned by the City, managed by the YMCA, and maintained by the City and the YMCA as outlined in this Agreement.

1.3 Soccer Fields. The YMCA may reserve and use the soccer fields located on the Property through the City's Parks and Recreation Department in accordance with the City's then-current reservation policies, procedures, and scheduling requirements. All requests for use of the soccer fields shall be submitted to the Parks and Recreation Department within the timeframes established by the City and shall be subject to field availability and approval by the City. All reservations shall be scheduled in coordination with other users of the facilities. The City and YMCA shall cooperate in good faith to facilitate the YMCA's use of the soccer fields whenever reasonably practicable; however, the City makes no guarantee regarding the availability of the soccer fields on any particular date or time. The YMCA's use of the soccer fields shall be subject to all

applicable rules, regulations, fees, and conditions generally applicable to users of City athletic facilities.

2. Term

2.1 Lease Term. The term shall be twelve (12) months, commencing on the Effective Date and ending on _____ (the Term).

2.2 Holding Over. Any holdover shall be month-to-month only, on the same terms except rent, which may be adjusted by the City upon ninety (90) days' written notice.

2.3 Modifications. The Term may be modified only by mutual written agreement signed by both Parties.

3. Rent; Allocation

3.1 Monthly Base Rent. The YMCA shall pay the City monthly rent of Three Thousand Eight Hundred Dollars (\$3,800.00) (Base Rent), due on or before the first (1st) day of each calendar month during the Term, without setoff or deduction, payable to City of Edgewater, Finance Department, 104 N Riverside Drive, Edgewater, FL 32132, or as the City may designate in writing.

3.2 Allocation. Of the Base Rent, One Thousand Eight Hundred Dollars (\$1,800.00) per month is allocated toward building maintenance, including aesthetics.

4. Repairs and Maintenance

4.1 YMCA Responsibilities.

(a) Routine Operations. The YMCA shall maintain the Facility in a safe and attractive condition and provide ongoing security and janitorial services, including floor cleaning and waxing. The YMCA will be responsible for the maintenance of all exercise equipment, video equipment, game stations, televisions, telephone systems, computer equipment and monitoring equipment, as well as maintenance of the swimming pool as required by applicable regulatory agencies

(b) Contracts and Services. The YMCA shall be responsible for maintenance contracts and services such as swimming pool and associated equipment, maintenance and monitoring of the fire alarm system, exterminator, and trash collection

(d) Repair Threshold. The YMCA shall be responsible for all facility repairs under Two Thousand Five Hundred Dollars (\$2,500.00) per occurrence, including parts and labor.

(e) Pool Area Repairs. All repairs related to the pool deck, pool, and pool house within the fenced area are the sole responsibility of the YMCA.

(f) Floor Maintenance. The YMCA shall be responsible for quarterly cleaning of the floors throughout the Facility. This will include stripping and waxing the gymnasium floor, as well as ensuring that the floors are properly maintained.

(g) Trash Corral. The YMCA shall be responsible for the trash corral, including any necessary repairs, and shall arrange for same through their trash provider.

(h) Backflow. The YMCA shall be responsible for the installation, inspection, maintenance, repair, and replacement of all backflow prevention equipment and devices.

4.2 City Responsibilities.

(a) Building and Grounds. Subject to the Repair Threshold in Section 4.1 above, the City shall be responsible for all other building and grounds repair and maintenance constituting normal wear and tear, including maintenance, replacement, and installation of light fixtures; exterior painting; exterior flower beds and grass; maintenance, replacement, and installation of HVAC units and fixtures; parking lot maintenance; and roof repairs. The City will perform all maintenance of the grounds outside the Facility, all adjacent parking lots, and all inspection and cleaning of the gutters on the Facility.

(b) Allocation of Funds. The City agrees to allocate appropriate funds annually for repairs and maintenance of the Facility and may maintain a renewal and replacement fund to upgrade the Facility. The parties acknowledge the allocation in Section 3.2 of this Agreement supports ongoing building maintenance, including aesthetics, such as painting, finishes, fixtures, landscaping adjacent to the Facility footprint, and related cosmetic upkeep, administered by the City in coordination with the YMCA.

4.3 Quarterly Inspections. Quarterly inspections will be conducted jointly by the City and the YMCA to ensure that all maintenance responsibilities are being properly managed. Inspections will be scheduled after the completion of each quarterly floor cleaning.

5. Utilities and Taxes

The YMCA shall pay all water, sewer, stormwater, solid waste collection, and all utility charges (power, telephone, cable, etc.) required for the Facility. The YMCA shall have sole responsibility for collection and remittance of applicable sales and use taxes. Failure of the YMCA to pay shall constitute grounds for immediate termination and cancellation of this Agreement. Both parties recognize the YMCA's 501(c)(3) tax-exempt status.

6. Signage; Advertising

6.1 Signage. Any signage installed by the YMCA shall meet YMCA national graphic standards, be approved by the City Council, and comply with City ordinances unless a variance is granted. The City shall continue to maintain an exterior sign at the Facility. YMCA may install interior signs that are neatly maintained and properly installed.

6.2 Advertising. YMCA must receive the City's prior written approval on all proposed advertising and promotions relating to or identifying the City, including the City's name, logo, or activities.

7. Insurance; Indemnification

7.1 Insurance. The YMCA agrees to maintain, at its expense, insurance throughout the entire Term of this Agreement on the contents of the building as well as to

carry the appropriate insurance to cover the activities in and around the Facility, as follows:

- a) Workers' compensation as required by Florida law;
- b) Commercial general liability (occurrence form) with limits of not less than \$500,000 combined single limit;
- c) Automobile liability with limits of not less than \$500,000 combined single limit; and
- d) Umbrella/excess liability with limits of not less than \$1,000,000.

The City shall be named as an additional insured on liability policies. Certificates/binders evidencing coverage and endorsements shall be delivered to the City upon inception and annually thereafter, with at least thirty (30) days' prior written notice of cancellation, nonrenewal, or material change. Insurance shall be placed with insurers satisfactory to the City, licensed in Florida, with a resident agent, and with A.M. Best ratings of at least A, Class IX.

7.2 Indemnification by YMCA. To the extent permitted by law, the YMCA shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against liabilities, damages, losses, and costs, including for bodily injury, personal injury, death, or property damage, to the extent arising out of or related to YMCA's or its permitted users' negligent, reckless, or intentional acts or omissions in connection with use or operation of the Facility. Other users permitted by YMCA must provide insurance naming the YMCA and City as additional insureds and shall indemnify and hold them harmless for claims arising out of such use.

7.3 Indemnification by City. To the extent permitted by law and subject to section 768.28, Florida Statutes, the City shall indemnify, defend, and hold harmless the YMCA, its officers, agents, volunteers, and employees from liabilities, damages, losses, and costs resulting from the City's negligent acts or omissions relating to the Facility, without waiving sovereign immunity or statutory limits. Nothing herein benefits any party otherwise barred under section 768.28 or by operation of law.

8. Security.

The YMCA may, at its expense, install door alarms and other security devices. Video security is at YMCA's option and cost, unless the City deems it a requirement. As-needed, the YMCA will provide staff to monitor buildings and provide security protection, especially during special late events.

9. Compliance; Non-Discrimination; Fees

9.1 Compliance. The YMCA shall, at its sole expense, comply with all applicable laws, ordinances, rules, and regulations, and timely obtain and maintain required permits and licenses for its operations. The City shall be responsible for assuring the Facility is in compliance with the ADA as of the contract signing date

9.2 Non-Discrimination. All YMCA programs and activities shall be open to all without regard to age, race, religion, color, sex, place of residence, or national origin and meet all ADA requirements.

9.3 Fees and Scholarships. YMCA membership fees shall be the same for all branches within the Volusia/Flagler Family YMCA, and the YMCA agrees to provide financial assistance within the limits of YMCA resources.

10. City Use; Emergencies

10.1 City Use; Access. The YMCA will make the Facility available to the City for use at least four times per year upon at least thirty days' advance request, subject to scheduling. The YMCA shall make opportunities available for recognized community organizations to use the Facility at reasonable, expense-covering charges, on a space-available basis and when access does not interfere with membership services or regular YMCA programs. Nothing in this Agreement restricts the City's rights as owner, including entry and access, provided the City does not interfere with YMCA's performance of its duties hereunder

10.2 Emergency Use. In the event of a natural disaster or emergency, the YMCA shall make the Facility available to the City as deemed necessary for emergency preparedness and shelter operations, and acknowledges Edgewater Elementary Schools may use the Facility as an emergency shelter

11. Alterations and Improvements

11.1 The YMCA shall not make any permanent or temporary alterations, improvements, or additions to the Facility without prior written consent of the City Council, and any approved work shall be designed by a licensed professional, constructed safely in compliance with codes and permits, paid for by the YMCA, and shall become City property unless otherwise agreed in writing.

11.2 The YMCA shall be solely responsible for any interior painting of the Facility. The City will not be responsible for any interior painting.

12. Subordination and Estoppel

This Lease is subordinate to any present or future City mortgages or financing encumbrances. The YMCA shall execute commercially reasonable estoppel certificates within fifteen (15) days of City request.

13. Status of Parties; Coordination

13.1 Independent Contractor. The YMCA acts as an independent contractor and not as a partner, joint venturer, or agent of the City. Each party shall be solely responsible for the acts and omissions of their respective employees, agents, or representatives; and for the supervision of any party performing services in the Facilities.

13.2 Annual Review; Coordination. At least once per year in early spring, the YMCA will present to the City Council a review of the prior year's programs and operations and discuss future needs and the direction of the YMCA. The YMCA will also coordinate semi-annually (March-October) with City staff (YMCA Coordinator or Parks & Recreation Coordinator) for inspection of premises and equipment and for program coordination and review. Program offerings will remain within the sole discretion of the YMCA; provided, however those programs desired by the City, but not adopted by the YMCA, may be provided and funded by the City.

13.3 Representation. The City shall have one voting position on the YMCA family center Board of Directors, appointed by the City Council.

14. Assignment/Subletting

The YMCA shall not assign, sublease, or permit third-party occupancy of the Facility, in whole or in part, without the City's prior written consent, which shall not be unreasonably withheld. The YMCA will not sublet the Facility to any third party without the express written consent of the City.

15. Defaults; Remedies; Termination

15.1 YMCA Default. The occurrence of any of the following constitutes a default: failure to pay rent or other sums when due and such failure continues for ten (10) days after written notice; failure to maintain required insurance; unauthorized assignment or sublease; or failure to perform any other material obligation within thirty (30) days after written notice, provided that if the default cannot reasonably be cured within thirty (30) days, the YMCA shall have such additional time as is reasonably necessary so long as it commences and diligently pursues cure.

15.2 City Remedies. Upon YMCA default, the City may pursue any remedies available at law or in equity, including termination upon thirty (30) days' written notice after failure to cure within applicable cure periods, and recovery of unpaid rent and damages, subject to applicable law.

15.3 City Default; YMCA Remedies. If the City materially breaches and fails to cure within thirty (30) days after written notice (or such longer period as reasonably required if cure is commenced and diligently pursued), the YMCA may pursue remedies at law or in equity, including termination upon thirty (30) days' written notice after failure to cure.

15.4 Bankruptcy. This Agreement shall be subject to applicable bankruptcy laws; any bankruptcy by the YMCA may constitute a default permitting termination in accordance with law. This contract is void if the YMCA undertakes voluntary or involuntary bankruptcy.

15.5 Grievance Procedure. Should either the City or the YMCA have a grievance with the other arising out of this Agreement, and after serious efforts for resolution have failed, a negotiation team will be formed. The City and YMCA will each name a negotiator

and the two negotiators will pick a third. Their recommendations will not be binding, but will become the basis for attempting a new resolution to the grievance.

16. Debts; Prior Obligations

16.1 Debts. The YMCA shall not make any representations to any financial institution that would obligate the City for payment of any YMCA loans, and shall not offer the Facility or Hawks Park Recreational Complex as security for YMCA debt

16.2 Satisfaction of Prior Ten-Year Repayment Obligation. The parties acknowledge that the repayment obligation totaling \$453,500 over a ten-year period under the prior agreement has been satisfied and is not part of this Agreement.

17. Miscellaneous

17.1 Shared Responsibilities. The City and YMCA will jointly design any expansion to the Facility and shall meet to minimize program competition.

17.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement and supersedes all prior agreements and communications regarding the Facility lease during the Term. Amendments must be in writing and executed by both parties.

17.3 Attorneys' Fees; Governing Law; Venue. In litigation arising out of this Agreement, the prevailing party is entitled to attorneys' fees and costs; this Agreement is governed by Florida law and determined by a court of competent jurisdiction in Florida.

17.4 No Waiver. Waiver by either party of any breach or default by the other party shall not be deemed to nor shall the same constitute a waiver of any subsequent breach or default.

17.5 Severability. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or continued validity of any other provision.

17.6 Notices. Notices shall be in writing and deemed given upon personal delivery, certified mail (return receipt requested), or nationally recognized overnight courier, to the following or such other addresses as designated in writing:

(a) If to City: City Manager, City of Edgewater, 104 N. Riverside Dr., Edgewater, FL 32132, with a copy to City Attorney at the same address.

(b) If to YMCA: President/CEO, Volusia/Flagler Family YMCA, 148 W. Turgot Avenue, Edgewater FL 32132

17.7 YMCA Point of Contact. The YMCA shall provide the City the name, address, and telephone number of the individual(s) with daily operational and supervisory responsibilities of the Facility.

17.8 Authorized Signers. For the YMCA, the President or Board Chair, with prior Board approval, may sign agreements and amendments; for the City, the City Council approves agreements and amendments, executed by the City Manager or designee.

18. Surrender; Condition

Upon expiration or earlier termination, the YMCA shall surrender the Facility in broom-clean condition, ordinary wear and tear excepted, and remove all YMCA personal property, repairing any damage caused by removal.

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Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF EDGEWATER, FLORIDA

By: _____

Joseph Mahoney, City Manager

Approved as to form and legality:

By: _____

Anthony Sabatini, City Attorney

Attest (City):

City Clerk

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

By: _____

President