

**FIRST AMENDMENT TO LEASE AGREEMENT  
(Volunteer Fire Company No. 40-9363 Heckscher Drive)**

THIS FIRST AMENDMENT TO LEASE (this “First Amendment”) is made and entered into \_\_\_\_\_, 2026, but made effective as of March 31, 2026 (“Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, (“Tenant”), and **FORT GEORGE ISLAND VOLUNTEER FIRE DEPARTMENT INC.**, a Florida not-for-profit corporation (“Landlord”).

RECITALS

A. Landlord and Tenant are parties to that certain Lease Agreement dated March 31, 2021 (the “Lease”) for those certain Premises consisting of certain property and the Building located at 9363 Heckscher Drive, Jacksonville, Florida 32226, all as more particularly set forth in the Lease, and as authorized by Ordinance 2021-77-E.

B. The current term of the Lease expired on March 30, 2026, however, Tenant has continued to occupy the Premises and perform under the Lease, and Tenant and Landlord now desire to revive, ratify and amend the Lease to extend the term of the Lease through March 30, 2029, pursuant to the terms and conditions of this First Amendment, with all other provisions, terms, and conditions of the Lease remaining unchanged.

NOW THEREFORE, in consideration of the mutual covenants, agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged herein by the parties. The parties further agree as follows:

1. Recitals. Definitions. The recitals set forth above are incorporated herein by reference and made a part hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the “Lease” in the Lease shall from and after the Effective Date hereinafter be deemed to refer to the Lease, as amended by this Amendment.

2. Term. The Lease term is hereby extended for the period commencing on March 31, 2026 and expiring on March 30, 2029 (the “First Renewal Term”), unless earlier ended or extended in accordance with the terms of the Lease, as amended by this First Amendment. All references in the Lease to the “term” of the Lease shall be deemed to refer to the initial term as extended by the First Renewal Term. Section 4 of the Lease is hereby deleted and replaced with the following:

“4. TERM.

The initial term of the Lease shall begin on March 31, 2021 and expire on March 30, 2029, with one (1) additional three (3) year renewal.”

3. Remaining Option Periods. Section 29(A) of the Lease is hereby amended to reflect that Tenant has exercised its first option to renew and has one (1) remaining options to renew the Lease for an additional three (3) year period.

4. Rent. The rent for the Premises shall not increase during the First Renewal Term and shall be at the Monthly Rental Amount of \$616.67, as provided on Exhibit C to the Lease.

5. Authority of the Parties. Each party warrants that the person signing on its behalf is duly authorized to execute this First Amendment, and that no other signatures are necessary.

6. Remainder in Force and Effect; Conflict. Except as expressly modified by this First Amendment, all terms, covenants, and conditions of the Lease are hereby ratified and affirmed and remain in full force and effect. To the extent of any inconsistency or conflict between the terms of this First Amendment and the terms of the Lease, the terms of this First Amendment shall control.

7. Broker's Warranty. The parties warrant that they have dealt with no broker(s) on this First Amendment. The party who breaches this warranty shall defend, hold harmless, and indemnify the non-breaching party from any claims or liability arising from the breach.

8. Entire Agreement. The Lease, as amended by this First Amendment, represents the entire agreement of the parties with respect to the subject matter herein, and no prior or present representations or agreements, whether made orally or in writing, shall be binding upon either of the parties hereto, unless incorporated in the Lease and this First Amendment. No modifications or changes in the Lease shall be valid or binding upon the parties unless in writing and executed by the parties hereto.

9. Successors and Assigns. This First Amendment shall be binding upon the parties' and their respective heirs, successors, representatives, and permitted assigns.

10. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted by DocuSign (or similar software), or electronic PDF shall be deemed original signatures and shall be valid and binding for all purposes.

[THE SIGNATURE PAGE FOR THIS FIRST AMENDMENT FOLLOWS]

IN WITNESS WHEREOF, each party has executed this First Amendment as of the date first set forth above.

**TENANT:**

**CITY OF JACKSONVILLE**

**ATTEST:**

By: \_\_\_\_\_  
Daren Anderson  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan, Mayor

**Form Approved:**

\_\_\_\_\_  
Office of General Counsel

**LANDLORD:**

**FORT GEORGE ISLAND VOLUNTEER FIRE DEPARTMENT INC.**, a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Encumbrance and funding information for internal City use:

Account or POA Number: \_\_\_\_\_

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the financial obligations in the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract and it is subject to future appropriations. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

\_\_\_\_\_  
Director of Finance  
City Contract Number: \_\_\_\_\_