

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA

**ADDENDUM
TO
AGENDA**

October 6, 2009

10:00 a.m. - Historic Pasco County Courthouse, Board Room, 2nd Floor
37918 Meridian Avenue, Dade City, Florida 33525

COUNTY COMMISSIONERS

Chairman Jack Mariano, District 5
Vice-Chairman Pat Mulieri, Ed.D., District 2
Ted J. Schrader, District 1
Ann Hildebrand, District 3
Michael Cox, CFP®, District 4

John J. Gallagher, County Administrator
Jeffrey N. Steinsnyder, County Attorney
Paula S. O'Neil, Clerk & Comptroller

Consent:

Engineering Services-Real Estate

Lease Agreement and Resolution-The Volunteer Way, Inc.-Utilize Rueschell Plaza on Moon
Lake Road as a Volunteer Way Food Pantry and Soup Kitchen
Memorandum REA10-026
Recommendation: Approve
Comm. Dist. 4

Regular:

Legislative/Administrative-County Administrator

Renewal of County Administrator's Employee Contract (TO BE DISTRIBUTED)
Memorandum CA10M-5001
Recommendation: Approve
Comm. Dist. All

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Honorable Chairman and
Members of the Board of
County Commissioners

DATE: 10/01/09

FILE: REA10-026

THRU: Bipin Parikh, P.E.
Assistant County Administrator
(Development Services)

SUBJECT: Lease Agreement and Resolution with
the Volunteer Way to Permit a Food
Pantry/Soup Kitchen in the Old
Reuschell Plaza on Moon Lake Rd.,
Section 20, Township 25 South,
Range 17 East

FROM: James C. Widman, P.E.
Engineering Services Director/
County Engineer

REFERENCE: Commission District 4

It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners (BCC).

DESCRIPTION AND CONDITIONS:

The Pasco County Real Estate Division has received a request from Mr. Lester Cypher to establish a food pantry/soup kitchen in the old Reuschell Plaza located on Moon Lake Road.

The Volunteer Way has agreed to provide liability insurance, pay for all utilities, maintenance and repair of the units that they are utilizing including the roof, air conditioning units, painting, and interior repairs. We have prepared a Lease Agreement and Resolution that enumerates the conditions. The Volunteer Way would not be required to pay rent but would instead be required to pay for and maintain as provided for in the agreement.

ALTERNATIVES AND ANALYSIS:

1. Approve the attached Lease Agreement and Resolution for the Volunteer Way to Utilize the Reuschell Plaza for a food pantry/soup kitchen.
2. Disapprove the Lease Agreement and Resolution and not allow The Volunteer Way to occupy the building.

RECOMMENDATION AND FUNDING:

The Engineering Services Department recommends that the BCC approve Alternative No. 1, authorize the Chairman to execute the three original Lease Agreements and one Resolution attached, and further direct the Board Records Department, Dade City, to retain one original executed lease agreement and recorded Resolution; forward one original executed lease agreement and a copy of the recorded Resolution to the Real Estate Division to the attention of David Edwards; all located in New Port Richey; and to forward one executed original lease agreement and a copy of the recorded resolution to The Volunteer Way as follows:

Mr. Lester Cypher
The Volunteer Way, Inc.
7820 Congress Street
New Port Richey, FL 34653

ATTACHMENTS:

1. Lease Agreement for occupancy by The Volunteer Way (three originals)
2. Resolution (one original)
3. General Insurance Liability Certificate
4. Location Map

LEASE AGREEMENT

THIS LEASE made and entered into between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, the governing body thereof, with an address of 37918 Meridian Avenue, Dade City, Florida 33525 herein "LESSOR", and The Volunteer Way, Inc., a Florida non profit corporation with a principal address of 7820 Congress St., New Port Richey, FL 34653, herein "LESSEE".

WITNESSETH:

WHEREAS, LESSOR is the sole owner of Rueschell Plaza with the addresses of 10008 Moon Lake Rd., 10020 Moon Lake Rd., 10012 Moon Lake Rd., 10002 Moon Lake Rd., and 10024 Moon Lake Rd., 346545; and

WHEREAS, the LESSOR acquired the property together with the structure on it for road right of way purposes; and

WHEREAS, LESSOR has delayed construction of the roadway improvement project due to funding constraints; and

WHEREAS, while the property has been acquired for a public purpose, currently there is an opportunity for the structure to be put to use by others; and

WHEREAS, LESSEE desires to lease the above premises from LESSOR to use in accordance with its stated non profit corporate mission; and

WHEREAS, LESSEE'S intended use of the premises benefits the public; and

WHEREAS, the parties desire to enter into a lease agreement, defining their respective rights, duties and liabilities relating to the premises; and

WHEREAS, the LESSOR has adopted a resolution declaring the building is not currently needed for county purposes, the community benefit of this Lease, the term and price of this Lease with the nonprofit organization listed herein, by the authority given to the County under Florida Statute Section 125.38.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

SECTION 1. WHEREAS CLAUSES

The Whereas clauses above are incorporated by reference and made part of this Lease.

SECTION 2. DESCRIPTION OF PREMISES

LESSOR leases to LESSEE a portion of the premises known as Rueschell Plaza, more particularly described as:

10008 Moon Lake Rd., 10020 Moon Lake Rd., 10012 Moon Lake Rd., 10002 Moon Lake Rd., and 10024 Moon Lake Rd., 346545, plus use of common and parking areas, herein "Leased Premises."

SECTION 3. USE OF PREMISES

LESSEE shall use Leased Premises solely and strictly for the purpose stated in Article III of the Articles of Incorporation of the LESSEE, and all normal related usage thereof. LESSEE shall at all times comply with applicable zoning restrictions. LESSEE shall not use, possess or

dispose of hazardous waste, as hazardous waste is defined by federal, state and local law, on the Leased Premises without LESSOR'S written approval.

SECTION 4. TERM

The term of this Lease shall be for one (1) year from the effective date, herein "Initial Term", and shall automatically renew for additional one (1) year periods, unless terminated as provided herein.

SECTION 5. TERMINATION

LESSOR may terminate this Lease without cause only upon ninety (90) days written notice or with cause immediately. Cause shall include, but not be limited to, failure of LESSEE to use the Leased Premises in strict accordance with Section 3 herein. LESSEE may terminate this Lease without cause only upon ninety (90) days written notice, or with cause immediately.

SECTION 6. QUIET POSSESSION

LESSEE shall, during the Lease term, peaceably and quietly have, hold and enjoy the Leased Premises, subject to the terms, conditions and provisions hereof.

SECTION 7. REPAIRS AND MAINTENANCE

LESSEE shall, at its own expense, keep and maintain the entirety of the Leased Premises in the same condition as received, ordinary wear and tear excepted. LESSEE shall perform all interior and exterior Leased Premises maintenance including structural, mechanical, electrical, lighting and plumbing systems, and shall maintain the common and parking areas. LESSOR shall not provide janitorial services.

SECTION 8. IMPROVEMENTS

LESSEE shall have the right to make any alterations or improvements to the interior of the Leased Premises that are not permanent in nature so long as such improvements do not damage or reduce the value of the Leased Premises or impair the structural integrity of the Leased Premises. LESSEE may make any alterations or improvements that are permanent in nature only with LESSOR'S prior written approval. Any such improvements shall be performed by an insured, Florida licensed, bonded contractor. LESSOR reserves the right to require submission of complete plans and specifications, and contractor's certificate of insurance prior to approval; however, submission of such shall in no way operate to create any obligation in LESSOR to grant approval.

LESSEE shall not permit any mechanic's lien to be placed on the Leased Premises, and in case of the recording of any lien or affidavit of lien, LESSEE will promptly cause it to be released. If any lien or affidavit of lien remains on record for twenty (20) days, the LESSOR shall have the option of causing such claim to be released, and any amount so paid shall be due from LESSEE within thirty (30) days notice to LESSEE, or may be taken from the security deposit, plus interest at 15% per annum, and shall be repaid to LESSOR as additional rent, on the next rental installment date. Except for trade fixtures and equipment placed or installed upon or within the

Leased Premises by LESSEE, all improvements to the Leased Premises shall become the property of the LESSOR upon the termination of this Lease.

SECTION 9. RIGHT OF ENTRY

LESSOR shall have the right to enter the Leased Premises during business hours and anytime during emergencies to examine the same and to make any repairs, alterations, improvements or additions LESSOR may deem necessary or desirable, but not detrimental to LESSEE'S use of Leased Premises. LESSOR shall be allowed to take all material into and upon Leased Premises that may be required without the same constituting an eviction of LESSEE in whole or in part. LESSEE shall not change the existing locks on Leased Premises unless approved in writing by LESSOR. During the ninety (90) day period prior to the expiration or termination of any term of this Lease, LESSOR may exhibit the Leased Premises to prospective new LESSEES. If LESSEE shall not be personally present to open and permit entry into Leased Premises, or for emergencies, LESSOR may enter the same by a duplicate key, or may forcibly enter the same, without rendering LESSOR liable therefore, and without in any manner affecting the terms, covenants and conditions of the Lease.

SECTION 10. DAMAGE

If Leased Premises, or any portion of, is damaged or destroyed by fire, flood or other casualty, LESSEE shall immediately notify LESSOR in writing.

If Leased Premises is totally, or partially, destroyed by fire, flood or other casualty without any fault or negligence of LESSEE, such that rebuilding or repairing Leased Premises substantially similar to the condition prior to such damage cannot be completed within sixty (60) working days, as determined by LESSOR, from the date of receipt of written notification by LESSOR this Lease may be terminated by either party without penalty or liability and rent shall be abated for any unexpired portion of the Lease, effective the date of receipt of notification.

If Leased Premises is damaged by fire, flood or other casualty, without any fault or negligence of LESSEE such that rebuilding or repairing can be completed within sixty (60) working days, as determined by LESSOR, from the date of receipt of written notification by LESSOR, LESSOR may proceed forthwith to rebuild or repair Leased Premises to substantially the same condition prior to such damage, limited to the extent of insurance proceeds available. If Leased Premises are untenable in whole or part during this period the rent shall be adjusted equitably. In any event, LESSOR shall not be liable for any inconvenience or interruption of LESSEE'S use of Leased Premises caused by fire, flood or other casualty.

SECTION 11. INSURANCE

LESSEE shall procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S use of the Leased Premises. The cost of such insurance shall be borne by the LESSEE. All insurance policies required herein shall apply to all operations, activities, or use by LESSEE or by anyone employed by or contracting with LESSEE. It is LESSEE'S obligation to

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insure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them complies with these insurance provisions.

LESSEE shall not enter or occupy the Leased Premises until it has obtained all insurance required herein and such insurance has been approved by the LESSOR as provided herein.

LESSEE shall furnish certificate(s) of insurance on the form required by the LESSOR to the LESSOR. The certificate(s) shall clearly indicate the LESSEE has obtained insurance of the type, amount, and classification required for strict compliance with this Section and that no reduction in coverage or limits, and no suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The LESSOR reserves the right to require complete, certified copies of all required policies, at any time. Any insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LESSOR to the correspondence address herein. In the event the insurance coverage expires prior to any termination, expiration, cancellation or suspension of this Lease, a renewal certificate shall be issued thirty (30) days prior to the insurance expiration date. Compliance with the foregoing requirements shall not relieve LESSEE of any liability or obligations under this Lease. Neither approval by the LESSOR nor a failure to disapprove insurance certificates or policies furnished by LESSEE shall release LESSEE of any and all liability or obligations under this Lease.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and shall be satisfactory to the LESSOR. All policies of insurance required by this Lease shall be primary insurance as respects the LESSOR, its officials, agents and employees. Any insurance or self-insurance maintained by the LESSOR, its officials, agents or employees shall be in excess of the LESSEE'S insurance and shall not contribute with it. All policies of insurance required by this Lease, except workers' compensation, shall specifically provide that the LESSOR shall be an "additional insured" under the policy and shall contain a Severability of Interests provision. The insurance coverage and limits provided herein are designated to meet the minimum requirements of the LESSOR. Any deductibles or self-insured retentions must be declared to and approved by the LESSOR and are the responsibility of the LESSEE. The minimum kinds and limits of coverage to be carried by LESSEE shall be as follows:

A. Workers' Compensation and Employer's Liability:

If LESSEE falls under the State of Florida Workers' Compensation Law, LESSEE shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000 each accident. The insurer shall agree to waive all rights of

subrogation against the LESSOR, its officials, agents and employees for losses arising from the Leased Premises.

B. Comprehensive General Liability:

Shall include premises and/or operations, broad form property damage, independent contractors, and contractual liability, and fire legal liability, and shall be written on an "occurrence basis".

- | | |
|---|-------------------------------|
| Bodily injury and personal injury, including death: | - \$1,000,000 each person |
| | - \$2,000,000 aggregate |
| Property damage: | - \$1,000,000 each occurrence |
| | - \$2,000,000 aggregate |

SECTION 12. INDEMNIFICATION

LESSEE shall indemnify, defend, and hold harmless LESSOR and all of its agents and employees from any claim, loss, damage, costs, charge, or expense, including, but not limited to, attorney's fees and costs, arising from or in connection with (i) the use of Leased Premises or any business therein, or any work or thing whatsoever done, or any condition created in or about the Leased Premises by the LESSEE during the term of this Lease; (ii) any act, omission or negligence of LESSEE or any of LESSEE'S subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors of LESSEE or of LESSEE'S subtenants or licensees; (iii) any accident, injury or damage whatsoever occurring in or at the Leased Premises; except the LESSEE will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the LESSOR or any of its agents or employees.

LESSEE'S obligation to defend and indemnify shall not be excused because of LESSEE'S inability to evaluate liability or because LESSEE evaluates liability and determines LESSEE is not liable or determines the LESSOR is solely negligent. Only a final adjudication or judgment finding the LESSOR solely negligent shall excuse performance of this provision by LESSEE. If a judgment finding the LESSOR solely negligent is appealed and the finding of sole negligence is reversed, LESSEE will be obligated to indemnify the LESSOR for the cost of the appeal(s). LESSEE shall pay all costs and fees related to this obligation and its enforcement by the LESSOR.

This provision shall also pertain to any claims brought against the LESSOR by any employee of LESSEE, contractor, subcontractor, or anyone directly or indirectly employed by any of them.

LESSEE'S obligation under this provision shall not be limited in any way by LESSEE'S limit of or lack of sufficient insurance protection.

The obligations of this Section shall survive any termination, cancellation, expiration or suspension of this Lease.

SECTION 13. EMINENT DOMAIN

In the event the Leased Premises is lawfully taken by any public authority in its entirety or in a proportion that it is no longer suitable for the intended use by LESSEE, as determined by LESSEE, this Lease shall automatically terminate with no penalty or liability to LESSOR and without further act of either party sixty (60) days after receipt by LESSEE of notice of intent to condemn, unless LESSEE, at its option, indicates in writing to LESSOR the intent to continue this Lease, subject to the terms and conditions herein. In any event this Lease shall automatically terminate with no penalty or liability to LESSOR and without further act of either party upon the date of any order of taking of the Leased Premises, or any portion thereof. LESSOR shall, within thirty (30) days of any termination under this Section, rebate to the LESSEE a pro rata portion of any rent paid in advance.

In the event the Leased Premises is lawfully taken by any public authority in such proportion that it is still suitable for the intended use by LESSEE, as determined by LESSEE, this Lease shall continue subject to the terms and conditions herein, unless terminated as provided in Section 5.

LESSEE waives any claim or right to any apportionment of the any award for a taking as a result of a stipulated final judgment or jury award related to this Leasehold interest.

SECTION 14. INTERIM USE

It is acknowledged by the LESSEE that its tenancy is an interim use of the property until Pasco County chooses to utilize the property for its originally intended purpose. This purpose is a roadway project for the expansion of Moon Lake Road and ancillary facilities and infrastructure. The LESSEE further acknowledges that it obtains no property right by entering into this Lease or the use of the property. LESSEE will in no way interfere with the eventual utilization of the property for its intended purposes.

SECTION 15. UTILITIES

LESSEE shall remain during any term of this Lease fully responsible for obtaining service and payment of all utilities to Leased Premises, including, but not limited to, electricity, water and sewer services

SECTION 16. ASSIGNMENT OR SUBLEASE

LESSEE shall not assign any rights, interests or duties under this Lease, nor sublet Leased Premises or any part thereof, nor allow any other person or entity to occupy or use Leased Premises without prior written consent of LESSOR.

SECTION 17. WASTE OR NUISANCE

LESSEE shall not commit, or suffer to be committed, any waste, nor shall maintain, commit or permit the maintenance or commission of any nuisance on the Leased Premises or permit or use the Leased Premises for any unlawful purpose.

SECTION 18. COMMON AREAS

All parking and common areas of the Leased Premises shall be subject to the exclusive control and management of LESSOR, including but not limited to the right to construct, maintain

and operate lighting and other improvements on all common areas; to police the same; to change the same; to change the area, level, location and arrangements for parking; and to close temporarily all or any portion of the parking areas and common areas. LESSOR shall operate and maintain the parking and common areas in such a manner as LESSOR in its sole discretion shall determine, and LESSOR shall have full right and authority to employ and discharge all personnel with respect thereto.

All common areas and facilities which LESSEE may be permitted to use and occupy are to be used and occupied under a revocable license and if any such license be revoked or if the amount of such areas to be changed or diminished, LESSOR shall not be subject to any liability nor shall LESSEE be entitled to any compensation or diminution or abatement of rent, nor shall revocation or diminution of such areas be deemed constructive or actual eviction.

SECTION 19. UNLAWFUL DETAINER AND ATTORNEY'S FEES

In the event of legal action for any unlawful detainer of the Leased Premises, for the recovery of any rent due under the provisions of this Lease, or for LESSEE'S breach of any other condition contained herein, LESSEE shall pay all LESSOR'S reasonable attorney's fees.

SECTION 20. REMEDIES TO LESSOR CUMULATIVE

Any remedies available to LESSOR shall be cumulative, and the exercise of any one remedy by LESSOR shall not be to the exclusion of any other remedy.

SECTION 21. WAIVER OF DEFAULT

No waiver by either party of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

SECTION 22. TIME OF ESSENCE

Time is of the essence for all terms, conditions and covenants of this Lease.

SECTION 23. SEVERABILITY

If any one or more of the terms, conditions or covenants of this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 24. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

SECTION 25. NOTICE

Any notice or correspondence in relation to this Lease, unless provided otherwise herein, shall be in writing and shall be hand delivered or by U.S. mail to:

LESSOR: Pasco County Facilities Management
Facilities Director
7220 Osteen Road
New Port Richey, Florida 34653

LESSEE: The Volunteer Way, Inc.
c/o Lester Cypher
7820 Congress St.
New Port Richey, Florida 34653

Any party shall be deemed on notice of any such notice or correspondence when such is received.

SECTION 26. GOVERNING LAW

The validity and interpretation of this Lease shall be governed by the laws of the State of Florida and venue for any litigation arising from this Lease shall be in the 6th judicial Circuit of Florida in and for Pasco County.

SECTION 27. ENTIRE AGREEMENT

This Lease represents the entire agreement between the parties and supersedes and nullifies all prior oral and written communication and representations.

SECTION 28. AMENDMENT

No amendment, modification or alteration of this Lease shall be binding unless in writing, dated concurrent or subsequent to the date hereof and duly executed by the parties hereto.

SECTION 29. SIGNAGE

LESSEE shall not place or cause to be placed or installed any signage on any portion of the exterior of the Leased Premises without written permission of the LESSOR. Any signage permitted hereunder shall be maintained by LESSEE in good condition and repair.

SECTION 30. EFFECTIVE DATE

This Lease shall be effective the last date all parties hereto have signed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2009 and the signatories do hereby confirm that the governing or managing body of each party has approved the content, form and manner of execution of this Lease.

“LESSOR”

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY: _____
Clerk and Comptroller

BY: _____
Chairman

“LESSEE”

WITNESSES:

BY: _____
Witness

BY: _____
Witness

BY: _____

STATE OF FLORIDA)
COUNTY OF PASCO) ss:

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared _____, of _____, to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 2009.

Notary Public
State of Florida

My Commission Expires:

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, ACKNOWLEDGING APPLICATION BY A NON PROFIT ENTITY FOR LEASE OF COUNTY REAL PROPERTY FOR A PURPOSE BENEFITING COMMUNITY INTEREST AND WELFARE, AND SETTING OUT THE PRICE OF SUCH CONVEYANCE.

WHEREAS, Pasco County owns real property particularly described as: 10008 Moon Lake Rd., 10020 Moon Lake Rd., 10012 Moon Lake Rd., 10002 Moon Lake Rd., and 10024 Moon Lake Rd., located in New Port Richey, Florida, 34654; and

WHEREAS, Pasco County acquired the property together with the structure upon it for road right-of-way purposes; and

WHEREAS, Pasco County has delayed construction of the roadway improvement project due to funding constraints; and

WHEREAS, Pasco County has determined that the structure can be put to use on an interim basis until the roadway improvement project is closer to moving forward; and

WHEREAS, The Volunteer Way, Inc., a Florida-registered non profit corporation with a principal address of 7820 Congress St. New Port Richey, FL 34653, has applied to the Board of County Commissioners, through the Real Estate Division, for lease of the property for use as food pantry for the those in need.

NOW, THEREFORE, BE IT RESOLVED by the Pasco County Board of County Commissioners in regular session, duly assembled, that:

1. The Whereas clauses above are true and correct made part of this Resolution.
2. The Structure is not currently needed for county purposes.
3. The purpose for which the Structure is to be used is a food pantry for those in need.
4. The purpose will benefit the community interest and welfare.
5. Said Board leases the Property to The Volunteer Way, Inc. for a term of one year, automatically renewable for one-year terms, for no cost, and such terms are more particularly described and shall control in a lease between said Board and The Volunteer Way, Inc.
6. This Resolution is made pursuant to Florida Statute Section 125.38.

DONE AND RESOLVED this ____ of _____, 2009.

(S E A L)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Paula S. O'Neil, Clerk and Comptroller

Jack Mariano, Chairman

ACORD CERTIFICATE OF LIABILITY INSURANCE		OPID RD THEVO-1	DATE (MM/DD/YYYY) 08/24/09
PRODUCER Walden Insurance Network, Inc 7516 Ridge Road Port Richey FL 34660 Phone: 727-848-2722 Fax: 727-847-9544		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED The Volunteer Way Inc Lester Cypher 7820 Congress St New Port Richey FL 34653		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Scottsdale Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

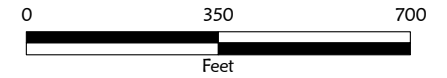
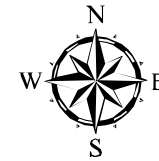
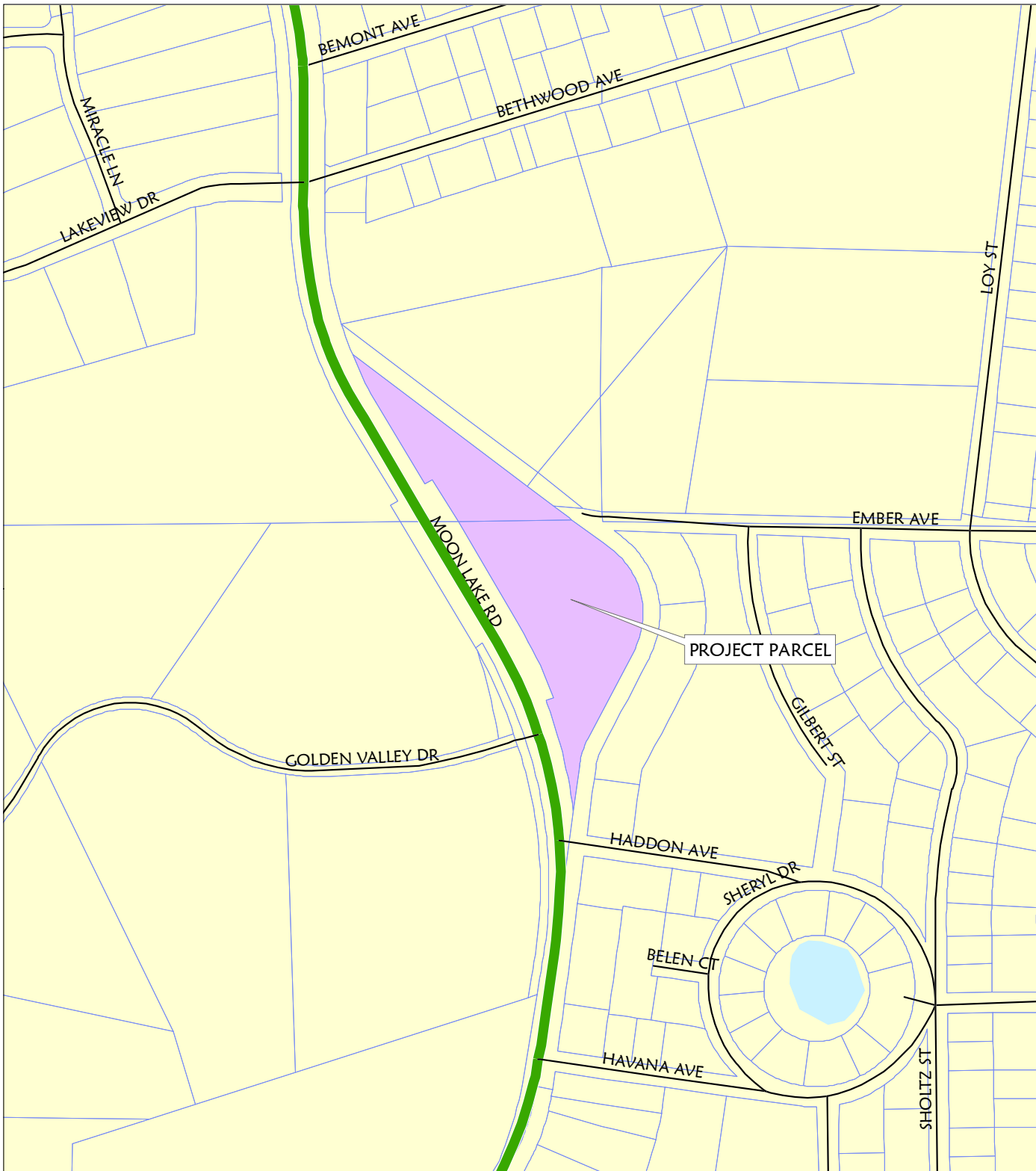
INSR	ACCT	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	X	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY : CPS1000726 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		05/26/09	05/26/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
				GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
				EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A				OTHER Property Section				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Warehouses - private (non-prof it)

Location #2, 10002 Moon Lake Road, New Port Richey, FL 34654

CERTIFICATE HOLDER PASCOBO Pasco County Board Of County Commissioners 8919 Government Dr New Port Richey FL 34654	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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17-25-17-0000-49900-0010 &
20-25-17-0000-49900-0000

PASCO COUNTY FACILITIES
MANAGEMENT DEP'T.
7220 OSTEEN RD.
NEW PORT RICHEY, FL 34653-22359

PHYSICAL ADDRESSES (7 FOUND):
10002, 10008, 10016, 10020,
10028, 10012 AND 10024
MOON LAKE ROAD

 SUBJECT PROPERTY

Pasco County, Florida

Geographic Information Systems
(G.I.S.)
Engineering Services
Survey Department



Title: **REA10-026**
THE VOLUNTEER WAY, INC.
FOOD PANTRY / SOUP KITCHEN

Created : JM H
September 2009

Printed : JM H
September 2009

Checked By:

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