

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made this ____ day of _____, 2019, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “LANDLORD,” “COUNTY” and “County,” which terms shall include County’s designated agent(s) and/or successors in interest, and **PALM HARBOR COMMUNITY SERVICES AGENCY, INC.**, a Florida non-profit corporation, hereinafter referred to as “PHCSA” or “TENANT,” jointly referred to as the “Parties.”

WHEREAS, the Palm Harbor Community Services District, a municipal servicing taxing unit, hereinafter referred to as “MSTU”, was created to fund recreation and library services for the citizens of Palm Harbor; and

WHEREAS, PHCSA is the non-profit corporation contracted to administer and operate the MSTU; and

WHEREAS, the Parties entered into that certain lease agreement in September 2005 whereby the County leased space to PHCSA in support of its administration and operation of the MSTU; and

WHEREAS, a First Amendment for roof replacement and/or repairs and all costs related thereto was entered into in May 2012; and

WHEREAS, the Parties wish to amend the lease agreement to define responsibility for future capital improvements.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. Delete paragraph 6, “Maintenance, Repairs and Services” in its entirety and replace with the following :

TENANT is responsible for the general and routine maintenance and repair of all the buildings and grounds including but not limited to plumbing, electrical, HVAC,

telecommunication wiring and installation, building systems, structural and non-structural aspects of the buildings, including but not limited to walls (bearing and non-bearing), floors, roof, windows, ceilings, painting interior and exterior, landscaping, site drainage, and parking lots.

COUNTY shall be responsible for capital improvement replacements to the Premises, defined as improvements that add value to an existing capital asset either by lengthening its estimated useful life or increasing its service capacity. Capital improvement replacements include roof, building envelope, HVAC systems, elevators, fire alarm systems, exterior doors, and windows, but only if said replacements are not determined to be the result of action of the LESSEE, its agents, employees, contractors, invitees, licensees, customers, or its clients. Replacement schedule shall be at COUNTY's sole discretion and shall be based on inspection and condition assessment by the COUNTY, conducted annually. LESSEE shall be responsible to maintain assets in conformance with manufacturer's specifications, use only OEM parts for repairs, and provide COUNTY maintenance and repair records for review at annual inspection.

In the event COUNTY pays any monies required to be paid by TENANT hereunder, COUNTY shall demand repayment of same from TENANT within ten (10) days of payment and TENANT shall make such payment within ten (10) days of receipt of demand. TENANT'S failure to timely reimburse COUNTY shall be deemed a breach of contract.

2. Delete paragraph 4, "Taxes," in its entirety and replace with the following:

In the event that any ad valorem, rental, sales, or similar taxes or special assessments are levied or placed on the Premises due to the existence of this Lease, then TENANT shall pay all such taxes or special assessments so imposed.

3. Amend paragraph 13, "Indemnification," by deleting reference to "attorney's fees," and adding the following sentence: "Nothing herein shall be construed as a waiver of COUNTY's sovereign immunity, subject to §768.28, Florida Statutes."

4. Amend paragraph 16, "Default," by deleting all reference to "attorney's fees," and deleting the following sentence: "County may reenter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and County may repair or alter the Premises in such a manner as the County may seem necessary or advisable to re-let the Premises."
5. This amendment shall take effect on October 1, 2019.
6. Delete language in Paragraph 7 (Insurance) of original lease and replace with the insurance requirements set forth in Exhibit "A" attached hereto and incorporated herein by reference.
7. Except to the extent specifically modified herein all other terms and provisions of the lease agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Lease Agreement on the day and year first written above.

LESSEE: PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

WITNESSES:

By: _____

Print Name: _____

Print Name: _____ Kelli Snow

Title: _____

Title: _____ Chairman PHCSA

Print Name: _____

Title: _____

LESSOR: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Chairman

Print Name: _____

Title: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM

By: *Chelsea Mawdy*
Office of the County Attorney