

No. 22
BCC 05-08-12
9:30 A.M. BURGESS

#22 First Amendment to Lease Agreement between Pinellas County and Palm Harbor Community Services Agency, Inc. to repair or replace the roofing system on the Activity Center building (1500 16th Street, Palm Harbor) approved. Chairman authorized to sign and the Clerk to attest (Real Estate Management).

Motion - Commissioner Latvala
Second - Commissioner Roche

In response to comments and queries by Commissioner Bostock, Administrator LaSala explained that there is evidence that the defects in the roofing system were present when the lease was signed in 2005; whereupon, Commissioner Bostock expressed concern that paying for repairs seven years later may set a precedent.

Vote - 6 - 0

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT made this 8 day of May, 2012, by and between PALM HARBOR COMMUNITY SERVICE AGENCY, INC., as LESSEE, herein referred to as PHCSA, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", which terms shall include County's designated agent(s) and/or successors in interest, together hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, COUNTY and PHCSA, entered into a lease dated September 8, 2005 for 8.534 acres of County-owned land located at 1500 – 16th Street, Palm Harbor. The property includes two buildings commonly described as the Activity Center and the Auxiliary Building; and

WHEREAS, this Lease Amendment shall constitute an agreement between COUNTY and PHCSA for roof replacement and/or repairs and all costs related thereto; and

"In consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, Parties agree as follows:

1. COUNTY and PHCSA agree that:
 - a. PHCSA will be financially responsible for the full roof repair costs as to the work to be performed on the Auxiliary Building and PHCSA will reimburse COUNTY for those costs as set forth below.
 - b. COUNTY and PHCSA will share equally in the cost for the roof repair on the Activity Center and PHCSA will reimburse COUNTY as set forth below.
 - c. The combined roof repair costs being advanced by COUNTY shall in no event exceed \$50,000.
 - d. PHCSA shall reimburse and repay COUNTY for the combined share of their costs herein in five (5) annual equal payments, unless paid off sooner, and the first payment shall be due within 60 days of completion of the roof repair project herein.

2. COUNTY will obtain bids to provide the roof replacement and/or repairs agreed to by COUNTY and PHCSA.
3. COUNTY will then review bids and submit a recommendation to PHCSA for their concurrence.
4. Upon concurrence, COUNTY will contract with vendor for the work to be performed.
5. COUNTY will pay for the work and all repairs herein upon satisfactory completion of same.
6. Upon concurrence of completion of this specific project by PHCSA and COUNTY, this First Amendment shall terminate.”

All other terms and conditions of the Lease Agreement will remain in full force and effect, except for the changes caused by this amendment.

(THE BALANCE OF THIS PAGE WAS LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Lease Agreement as of the date and year first above written.

WITNESSES:

By: [Signature]
Print Name: JOHN T. DOUG

By: [Signature]
Print Name: JEFFREY D. HARRIS

LESSEE:

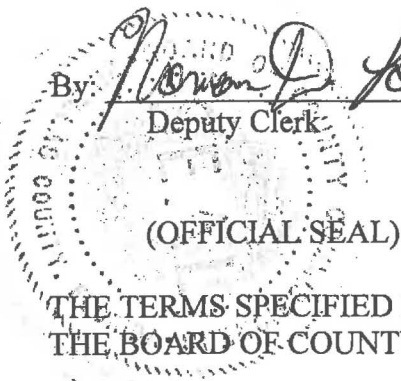
Palm Harbor Community Service Agency
By: [Signature]
Erica Lynford, Director

By: _____

ATTEST:

KEN BURKE
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



LESSOR:

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

By: [Signature]
VICE Chairman

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA.

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY
By: [Signature]
Michael A. Zas
Title: Sr. Asst. County Attorney