

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") made this day of 7 MAY, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and PINELLAS OPPORTUNITY COUNCIL, INC. (POC), a Florida Non Profit Corporation, hereinafter referred to as "LESSEE" (together collectively referred to as the "Parties").

### WITNESSETH

WHEREAS, COUNTY and LESSEE entered into a Lease Agreement effective March 1, 2013, for 3,769 rentable square feet of office space at 501 First Avenue North, St. Petersburg, Florida (originally referred to as the License Agreement, and hereinafter referred to as the "Lease" or "Lease Agreement"); and

WHEREAS, the Lease stands renewed for additional terms of one (1) year, provided LESSEE notifies the COUNTY in writing, not less than 120 days prior to the end of any rental term.

NOW, THEREFORE, for the consideration herein stated, and the mutual benefits gained, the Parties agree to the following terms and conditions:

1. Delete entire paragraph in provision 2. RENTAL, TERM, AND REDETERMINATION; and replace with the following: "The term of the Lease shall be for One (1) year, commencing on March 1, 2019, and expiring one year later. LESSEE agrees to pay COUNTY Annual Base Rent ("Base Rent") for the Premises during the Term in an amount equal to \$7.42 per square foot per annum, payable on the first day of each month without notice. Base Rent shall increase annually upon each Anniversary Date at a rate of 1.03 times the Base Rent for the preceding Lease Year as set forth in the Rent Schedule attached to this First Amendment as Exhibit "A" "Rent Schedule" and incorporated herein."

2. Delete provision 5. TAXES; and replace with the following: "5. TAXES AND SPECIAL ASSESSMENTS. In the event that any ad valorem, rental, sales or similar taxes or

special assessments are levied upon the leased Premises due to the existence of this Agreement, then LESSEE shall pay all such taxes and special assessments so imposed.”

3. Delete provision 7. MAINTENANCE AND SERVICES; and replace with the following: “LESSEE, at all times, shall maintain the interior of the Premises in a clean and orderly condition, free from all debris, throughout the Lease Term. COUNTY shall provide janitorial services and other building services per the 501 Tenant Handbook.

Throughout the Lease Term, COUNTY shall, at its sole cost and expense, maintain in reasonably good condition, order, and repair, or replace, the structural portions of the Premises and Building, including the foundation, floors, roof, and supporting walls and exterior of Premises.

Notwithstanding the provisions of this Paragraph, LESSEE shall immediately give COUNTY written notice of any defects or need for repairs in Premises known to LESSEE, or claims or instances of bodily injury resulting or allegedly resulting from said defects or need for repairs known to LESSEE, whether COUNTY is obligated to make such repair or not. Reasonable written notice to COUNTY, specifying the repairs to be made, constitutes an absolute condition precedent to COUNTY’S duty of repair. COUNTY or its agent shall have sufficient time to commence correction of any deficiencies after notice by LESSEE. However, COUNTY shall not be required to make any such repairs where same are caused or occasioned by the negligence or willful misconduct of LESSEE, its agents, employees or invitees.”

4. Delete provision 14. INDEMNIFICATION; and replace with the following: “LESSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY’S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LESSEE, its officers, employees, agents, contractors, or subcontractors, including Worker’s Compensation coverage pursuant to Florida law, during the performance of this Agreement, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said Parties may be subject, except that neither LESSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. Nothing herein shall be construed as a waiver of COUNTY’S sovereign immunity pursuant to §768.28, Florida Statutes. This indemnification shall survive the termination of this Agreement.”

5. Delete paragraph two in provision 17. DEFAULT: and replace with the following: "Upon the occurrence of an event of Default by LESSEE, which Default is not cured after notice, to extent provided for or required herein above, COUNTY reserves the following remedies, which shall be cumulative and not exclusive and in addition to all remedies available at law and in equity, as applicable: (i) Terminate this Agreement; (ii) Bring an action in a court of law to recover possession; and (iii) Seek monetary damages. COUNTY may elect to accept Rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting COUNTY'S right as contained in the Agreement, but no receiver, trustee, or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Agreement."

6. All other terms, conditions and covenants of the Lease Agreement not amended hereby shall remain in full force and effect.



IN WITNESS WHEREOF, the Parties hereto have hereunto executed this FIRST AMENDMENT TO LEASE AGREEMENT the day and year first above written.

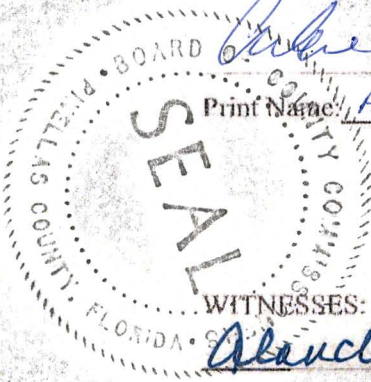
WITNESSES:  
ATTEST: KEN BURKE, CLERK  
By: Norman D. Loy  
Deputy Clerk Norman D. Loy

Karen Williams Seel  
Print Name: \_\_\_\_\_

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

By: Karen Williams Seel  
Karen Williams Seel, Chair

Arlene L. Smitke  
Print Name: Arlene L. Smitke



WITNESSES:  
Alonda Vaughn  
Print Name: Alonda Vaughn  
Eleanor Brooks  
Print Name: Eleanor Brooks

APPROVED AS TO FORM  
By: Chelsea Moody  
Office of the County Attorney

PINELLAS OPPORTUNITY COUNCIL, INC.  
By: Carolyn W. King  
Name: Carolyn W. King  
Title: Executive Director

Exhibit "A"

**Rent Schedule**

*Based on Increase to Rate / RSF*

**3,769 Rentable Square Footage (RSF)**

**3.00% Rental Rate Increase**

<b>Lease Term</b>	<b>Rate / RSF</b>	<b>Annual Base Rent Due</b>	<b>Monthly Base Rent Due</b>
Year 1	\$7.42	\$27,965.98	\$2,330.50
Year 2	\$7.64	\$28,795.16	\$2,399.60
Year 3	\$7.87	\$29,662.03	\$2,471.84
Year 4	\$8.11	\$30,566.59	\$2,547.22
Year 5	\$8.35	\$31,471.15	\$2,622.60
Year 6	\$8.60	\$32,413.40	\$2,701.12
Year 7	\$8.86	\$33,393.34	\$2,782.78
Year 8	\$9.13	\$34,410.97	\$2,867.58
Year 9	\$9.40	\$35,428.60	\$2,952.38
Year 10	\$9.68	\$36,483.92	\$3,040.33