

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** dated this 21 day of Oct., 1999, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "LANDLORD," "COUNTY" and the "County", which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC., hereinafter referred to as the "TENANT."

**WITNESSETH**

**WHEREAS**, the PALM HARBOR COMMUNITY SERVICES DISTRICT, a municipal service taxing unit of Pinellas County, a political subdivision of the State of Florida, by and through its governing body, the Pinellas County Board of County Commissioners and the PALM HARBOR COMMUNITY SERVICES AGENCY, INC. entered into an Agreement dated August 11, 1998 for library services; and

**WHEREAS**, the COUNTY and the TENANT entered into a Lease Agreement dated June 8, 1999 for the East Lake Community Library; and

**WHEREAS**, the PINELLAS PUBLIC LIBRARY COOPERATIVE, INC., a Florida not-for profit corporation; the TENANT; the COUNTY; the PALM HARBOR COMMUNITY SERVICES DISTRICT, a municipal services taxing unit of Pinellas County; and THE FRIENDS OF THE EAST LAKE COMMUNITY LIBRARY, INC., a Florida not-for-profit corporation entered into an Agreement establishing East Lake Community Library dated August 9, 1999; and

**WHEREAS**, insurance required in the Lease Agreement, which was also an attachment to the Agreement establishing East Lake Community Library dated August 9, 1999, differs from that required in the Agreement dated August 11, 1998; and

**WHEREAS**, the parties desire to have the insurance requirements in the Lease Agreement the same as the Agreement dated August 11, 1998.

**NOW THEREFORE**, in consideration of the mutual benefits to flow to each other and the covenants and agreements herein contained the parties hereto agree to amend the Lease Agreement dated June 8, 1999 as follows:

1. Delete language in 7. INSURANCE and replace with the following:

“7. INSURANCE: TENANT shall procure, pay for and maintain during the term of the Lease the insurance as required herein:

A. Comprehensive General Liability Insurance including but not limited to, Independent Contractor, Contractual, Premises Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an “occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$100,000 per occurrence, unless otherwise stated by exception herein.

B. Worker’s Compensation as required by law; Employers Liability Insurance of not less than 100,000 for each accident.

C. Fire and Extended Coverage of at least one hundred percent (100%) of the current replacement dollar value of all buildings, fixtures and improvements of TENANT.

Proceeds from any such insurance shall be paid directly to the insureds. Said proceeds shall be received and disbursed solely to pay for the repair or replacement of any damage or loss to the buildings, fixtures, or improvements, or to any partially constructed building, improvement or other facility.

The TENANT will purchase a “no-co insurance” form or insures for the full value of the building.

D. Comprehensive Automobile and Truck liability covering owned hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on “occurrence” basis, such insurance to include coverage for loading and unloading hazards, if or when vehicles are used for purposes of this agreement.

E. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above, or any combination of primary and excess which will provide a total limit of

\$1,000,000 for both automobile and truck and comprehensive general liability.

F. A Certificate of Insurance shall be filed within five (5) days from Commencement Date to the Real Estate Management Division, 201 Rogers Street, Clearwater, FL 33756 and every year thereafter. TENANT shall notify the COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of TENANT. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self Insured Retentions of whatever nature.

G. Other insurance-the companies shall not be liable if, at the time of loss or damage there is any other insurance which would attach if this insurance has not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted."

2. Except to the extent specifically modified herein all other terms and provisions of the Lease Agreement dated June 8, 1999 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this First Amendment to Lease Agreement this day and year first above written.

ATTEST

TENANT

By: [Signature]  
Print Name: FREDRIC S. ZINBER  
Title: TREASURER

PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By: [Signature]  
Print Name: J. STEPHEN PUTNAN  
Title: CHAIRMAN

(CORPORATE SEAL)

ATTEST: Karleen F. DeBlaker  
Clerk of the Circuit Court

By: Linda R. Rees  
Title: Deputy Clerk  
Print Name: LINDA R. REES

COUNTY

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

By: Sallie Parks  
Chairman  
Print Name: SALLIE PARKS

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APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: Sandra R. Richardson  
Sr. Asst. County Attorney