

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") made this day of _____, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and COMMUNITY LAW PROGRAM, INC. (CLP), 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 July 1, 2009, for 2,534 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, COUNTY AND LESSEE desire to modify certain forms contained in the lease pursuant to the provision set forth below.

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 July 1, 2019, and be subject to additional automatic one-year renewals thereafter. 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 Second Amendment as Exhibit "A" "Rent Schedule" and incorporated herein." Either party may terminate this agreement with 120 days' notice provided to the other party.

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 COUNTY shall provide LESSEE written notice within 90 days. LESSEE shall timely 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 8. INSURANCE and replace with the following: “Lessee shall maintain insurance as set forth in Exhibit “B” attached hereto and incorporated herein by reference.”

5. 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.”

6. 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.”

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

Exhibit "A"

Rent Schedule

Based on Increase to Rate / RSF

2,534 Rentable Square Footage (RSF)

3.00% Rental Rate Increase

Lease Term	Rate / RSF	Annual Base Rent Due	Monthly Base Rent Due
Year 1	\$7.42	\$18,802.28	\$1,566.86
Year 2	\$7.64	\$19,359.76	\$1,613.31
Year 3	\$7.87	\$19,942.58	\$1,661.88
Year 4	\$8.11	\$20,550.74	\$1,712.56
Year 5	\$8.35	\$21,158.90	\$1,763.24
Year 6	\$8.60	\$21,792.40	\$1,816.03
Year 7	\$8.86	\$22,451.24	\$1,870.94
Year 8	\$9.13	\$23,135.42	\$1,927.95
Year 9	\$9.40	\$23,819.60	\$1,984.97
Year 10	\$9.68	\$24,529.12	\$2,044.09

EXHIBIT "B"

Notice: Tenant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below prior to commencement of work.

The Tenant shall obtain, and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Tenant shall email certificate that is compliant with the insurance requirements to InsuranceCerts@pinellascounty.org. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- b) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Tenant and any sub-consultants to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a Political Subdivision of the State of Florida as an Additional Insured.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of lease, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Tenant to the County through InsuranceCerts@pinellascounty.org at least thirty (30) days prior to the expiration date.
 - (1) Tenant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Tenant from its insurer. Notice shall be given by certified mail to: Pinellas County, Risk Management 400 South Fort Harrison Avenue, Clearwater, FL 33756. Nothing contained herein shall absolve Tenant of this requirement to provide notice.
 - (2) Should the Tenant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- e) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that is signing the agreement with the County. If Tenant is a Joint Venture per Section A, titled Joint Venture of this Bid, Certificate of Insurance and

Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

- (2) 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.
- (3) The term County or Pinellas County shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Tenant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Tenant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the Tenant occurs, or alternatively find the Tenant to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from the Tenant and sub-contractors.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations	\$ 2,000,000
Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 2,000,000
General Aggregate	

(3 (4) Property Insurance Tenant will be responsible for all damage to its own property, equipment and/or materials.