

**FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN
THE CITY OF NEW PORT RICHEY, FLORIDA AND
THE WEST PASCO CHAMBER OF COMMERCE, INC.**

THIS FIRST AMENDMENT is made this May 2, 2017 (“Effective Date”) by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Municipal Corporation, hereinafter referred as to "CITY" and THE WEST PASCO CHAMBER OF COMMERCE, INC., a Florida non-profit corporation, hereinafter referred to as "CHAMBER."

WHEREAS, CHAMBER is the current lessee of certain premises located at 5443 Main Street, New Port Richey, Florida by virtue of certain amendments and assignments of lease agreements by and between the CITY and CHAMBER, dating back to December 8, 1971 and amended as needed over the years;

WHEREAS, on March 18, 2014, the CITY and CHAMBER entered into a new Lease Agreement which terminated and replaced any and all prior lease agreements (hereinafter “Lease Agreement”); and

WHEREAS, it is the desire of the CITY and CHAMBER to amend the Lease Agreement in order to extend the term of the lease and to provide for the increase in the rent payment amount due each month from the CHAMBER.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. RECITALS

The parties acknowledge that the above recitals are true and correct and incorporated herein by reference.

II. TERM

Section 3 of the Lease Agreement is hereby amended to read as follows:

3. The term of this Lease shall be from the Effective Date until midnight on June 30, 2018, and may be renewed for one (1) year periods thereafter upon written mutual agreement of the parties.

III. CONSIDERATION

Section 4, Subsection (a) of the Lease Agreement is hereby amended to read as follows:

(a) CHAMBER shall pay to CITY an annual lease rental fee of four thousand eight hundred dollars, payable in equal monthly installments of four hundred dollars (\$400) due on the first day of each month. Payments shall be made to CITY at the Finance Department, 5919 Main Street, New Port Richey, Florida, 34652. CITY, at its discretion, reserves the right to adjust the annual lease rental fee amount without formally amending this lease agreement upon sixty (60) days written notice.

IV. PUBLIC RECORDS

Section 4, Subsection (b), Paragraph (6) of the Lease Agreement is hereby amended to read as follows:

(6) Upon request from CITY's custodian of public records, CHAMBER shall provide CITY a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. CHAMBER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CHAMBER does not transfer the records to CITY. Upon completion of this Agreement, CHAMBER shall transfer, at no cost to CITY, all public records in possession of CHAMBER or keep and maintain public records required by CITY to perform the services provided in this Agreement. If CHAMBER transfers all public records to CITY upon completion of this Agreement,

CHAMBER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CHAMBER keeps and maintains public records upon completion of this Agreement, CHAMBER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1024, MANNSD@CITYOFNEWPORTRICHEY.ORG, AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

V. All other provisions of the Lease Agreement not modified hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

ATTEST:

FOR THE CITY OF NEW PORT RICHEY:

Judy Meyers, City Clerk

Rob Marlowe, Mayor-Council Member

THE WEST PASCO CHAMBER OF COMMERCE:

By: _____

_____, as President
Name, Typed or Printed

APPROVED AS TO FORM AND LEGALITY FOR THE SOLE USE AND RELIANCE OF
THE CITY OF NEW PORT RICHEY, FLORIDA:

Timothy P. Driscoll, City Attorney