

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

THIS SECOND AMENDMENT is made this May 15, 2018 ("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; and

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; and

WHEREAS, the Lease Agreement was amended on May 2, 2017 to extend the term of the agreement and address an increase in rent paid by the CHAMBER; and

WHEREAS, per the provisions set forth in Section 16 of the new Lease Agreement, amendments may be made by only by written agreement of both parties; and

WHEREAS, it is the desire of the CITY and CHAMBER to once again amend the current 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 by the CHAMBER.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the CITY and the CHAMBER hereby agree as follows:

1. RECITALS

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

2. SECTION 3 – TERM of the original Lease Agreement is hereby amended to read as follows:

The term of this Lease shall be from the Effective Date until midnight on June 30, 2019, and may be renewed for one (1) year periods thereafter upon written mutual agreement of the parties.

3. SECTION 4 – CONSIDERATION of the original Lease Agreement is hereby amended to read as follows:

In consideration for the use of the property, the CHAMBER agrees as follows:

(a) The CHAMBER will pay to the CITY an annual lease rental fee of five thousand four hundred dollars (\$5,400.00), payable in equal monthly installments of four hundred fifty dollars (\$450.00) due on the first day of each month. Payments shall be made to the CITY at the Finance Department, 5919 Main Street, New Port Richey, Florida, 34652. The 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.

(b) The CHAMBER agrees to perform the following services:

(1) The CHAMBER will promote business growth and development throughout the City of New Port Richey by promoting the economic development activities of the CITY; actively recruit businesses to open and/or relocate to the downtown area; celebrating new business openings; by including the CITY in the CHAMBER's annual publications, such as Area Life Style and Membership Directory and the CHAMBER newsletter.

(2) The CHAMBER will work with the CITY and other entities promoting the growth and development of the City of New Port Richey such as Greater New Port Richey Main Street, on downtown activities and downtown revitalization programs. The CHAMBER will participate on Greater New Port Richey Main Street's working committees, where appropriate, and will work with the CITY in the planning and management of special events held in the downtown, such as Chasco Fiesta, Bike Fest and the Holiday Parade and Festival.

(3) The CHAMBER shall endeavor to obtain financial support from the Pasco County Board of County Commissioners to underwrite the cost of its special events held in New Port Richey.

(4) The CHAMBER will serve as an information and referral agency for

general inquiries regarding economic development, housing, temporary tourist accommodations, tourist attractions, and other similar visitor inquiries.

(5) The CHAMBER shall report to the City Council annually on the CHAMBER's activities and its services as set forth herein. Beginning with the report rendered in 1999 and every two years thereafter, the CHAMBER and the CITY agree to discuss and negotiate potential changes to paragraph 4(b) herein.

(6) Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by the CHAMBER acting on behalf of the CITY, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the CITY in order to perform such work; (b) provide the public with access to Public Records, on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the CITY all Public Records in possession of the CHAMBER within thirty (30) days after termination of this Lease, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the CITY with a letter confirming that this has been done within thirty (30) days of the termination of this Lease. All Public Records stored electronically must be provided to the CITY in a format that is compatible with the information technology of the CITY. If the CHAMBER does not comply with a request for Public Records, the CITY may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which the CHAMBER is acting on behalf of the CITY, if any.

4. All other provisions set forth in the current Lease Agreement dated March 18, 2014 remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this 15<sup>th</sup> day of May, 2018.

ATTEST:

FOR THE CITY OF NEW PORT RICHEY:

\_\_\_\_\_  
Judy Meyers, City Clerk

\_\_\_\_\_  
Rob Marlowe, Mayor-Council Member

\_\_\_\_\_  
Date

FOR THE WEST PASCO CHAMBER OF  
COMMERCE:

\_\_\_\_\_  
Date

by \_\_\_\_\_  
its President

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