

Third Amendment to Lease Agreement

This Third Amendment is made and entered into this 7th day of February, 2019 by and between the City of Clearwater, Florida, a municipal corporation of the State of Florida, herein after "City" or "Lessor" and Ruth Eckerd Hall, Inc. a Florida not-for-profit corporation, as successor in interest to PACT, Inc. hereinafter "REH" or "Lessee" (each individually referred to herein as "Party" or collectively as the "Parties").

WHEREAS, the Parties entered into that certain Lease Agreement ("Agreement") dated March 7, 2001, as amended by the First Amendment dated November 25, 2003 and the Second Amendment dated March 8, 2018; and

WHEREAS, pursuant to the Agreement the City leased certain property to REH; and

WHEREAS, REH formerly contracted with an outside vendor to serve liquor; and

WHEREAS, REH had a change in business operations and now uses in-house staff to serve liquor; and

WHEREAS, the City and REH desire to amend the Lease to provide for such Liquor Liability Insurance;

NOW THEREFORE, the Lessor and Lessee agree to amend certain terms and conditions:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The following is added to Paragraph 11:

REH shall maintain Liquor Liability Insurance coverage in the minimum amount of \$1,000,000 and umbrella policy in the minimum amount of \$10,000,000. The City will be listed as an Additional Insured.

3. All the terms and conditions of the Agreement which are not expressly amended or deleted herein shall continue in full force.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment by the appropriate officials as of the day and year first written above.

RUTH ECKERD HALL, INC.

Susan M. Eckerd, Acting CEO
Name

CITY OF CLEARWATER, FLORIDA

Countersigned:

William B. Horne, II
City Manager

George N. Cretekos
Mayor

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk