

## SECOND AMENDMENT TO AGREEMENT

This is a Second Amendment to Agreement, made and entered into this 15 day of April, 2014 by and between:

THE CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City,"

And

FORT LAUDERDALE HISTORICAL SOCIETY, INC., a Florida not-for-profit corporation, hereinafter referred to as "Lessee,"

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, at its meetings on October 2, 2001 and November 20, 2001, authorized the proper officials by Resolution Nos. 01-177 and 01-202, respectively, to execute an agreement between City and Lessee authorizing the leases to Lessee; and

WHEREAS, the City entered into an Lease Agreement with Lessee on January 28, 2002; and

WHEREAS, pursuant to Resolution No. 13-34 adopted at its February 19, 2013 meeting, the City and Lessee entered into a First Amendment to Agreement; and

WHEREAS , the City Commission at its Conference Agenda Meeting on March 18, 2014, discussed funding \$40,000 as a portion of a match for a State of Florida Preservation Grant to Lessee to replace the roofs on the New River Inn and King Cromartie House subject to certain conditions; and

WHEREAS, pursuant to Resolution No. \_\_\_ at its April 15, 2014 Meeting, the City Commission authorized its proper officials to execute this Second Amendment to the Agreement with Lessee.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and Lessee agree as follows:

1. That Section 3 of the Agreement be amended to add a new section (d) as follows:

(d) The City shall contribute to Lessee an amount not to exceed \$40,000 as a one time payment to be used solely as a portion of the matching funds for the State of

Florida Preservation grant (“City Matching Funds”) to Lessee to replace the roofs of the New River Inn and King Cromartie House (the “ Roof Project”) subject to the following terms and conditions:

1. The total amount of City Matching Funds shall not exceed \$40,000 based upon construction costs of \$166,000. City Matching Funds shall be reduced by a pro-rata percentage based on the final actual construction costs, but in no event shall exceed \$40,000,
2. In consideration for City agreeing to provide City Matching Funds, commencing upon April 15, 2014 and for each ensuing 12 month period, Lessee shall allow use of the leased Parcels to City, upon the request of City, for at least six (6) events annually and shall collaborate with Riverwalk Fort Lauderdale, Inc. (a.k.a. Riverwalk Trust) to provide for at least 6 events on the leased Parcels annually to further enhance the Riverwalk area of the City. Lessee shall be required to submit verification of such events on an annual basis by no later than May 15 of each year for the preceding 12 month period or submit an explanation regarding why such events have not taken place due to circumstances beyond the control of Lessee. If Lessee fails to comply with this provision, City has the right to demand repayment of all City Matching Funds after written notice to Lessee.
3. Payment of City Matching Funds is contingent upon Lessee securing the remainder of grant matching funds and remainder of funds to complete the entire Roof Project and providing proof of such funding to the City by no later than June 30, 2014
4. In the event that additional matching funds are raised above and beyond the amount necessary to complete the Roof Project, then such funds shall be paid to City in order to reimburse City for its portion of the match not to exceed the amount of City Matching Funds, if City Matching Funds have not yet been paid, then City Matching Funds shall be reduced by the corresponding amount raised above and beyond the amount necessary to complete the Roof Project. Lessee shall be responsible for providing City with an accounting of all funds raised for the Roof Project within 30 days after completion of the Roof Project.
5. City shall pay Lessee City Matching Funds solely for the construction of replacement roofs at the New River Inn and King Cromartie House as follows:
  - a. Reimbursement shall only be for materials and labor provided by an independent third party contractor.

- b. Lessee shall be required to obtain all necessary and applicable permits and approvals for the construction of the Roof Project and shall comply with the provision of Section 11 regarding a payment and performance bond for the completion of the Roof Project. The City of Fort Lauderdale shall be named as an additional insured on any insurance policy provided by any third party contractor performing work on the Roof Project.
  - c. City Matching Funds shall be made available to Lessee on a cost reimbursement basis within thirty (30) days of receipt of a written request for payment that is properly supported by appropriate documentation and certification of the work completed and the improvement is fully constructed. No payments shall be made for materials or supplies ordered or in storage and not used as part of the improvement.
2. In all other respects, the original Agreement between the parties and any preceding amendments not in conflict herewith shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]  
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By \_\_\_\_\_  
Mayor

[Witness type/print name]

\_\_\_\_\_

By \_\_\_\_\_  
City Manager

[Witness type/print name]

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**LESSEE:**

Fort Lauderdale Historical Society, Inc., a Florida not-for-profit corporation

**WITNESSES**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

(CORPORATE SEAL)

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST**

By \_\_\_\_\_

Print Name/Title

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_ as \_\_\_\_\_ of Fort Lauderdale Historical Society, Inc., a Florida not-for-profit corporation, on behalf of the corporation.  They are personally known to me or  have produced \_\_\_\_\_ as identification and  did  did not take an oath.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires:

Commission Number \_\_\_\_\_