

**FIRST AMENDMENT TO AGREEMENT
WITH PERKINS & WILL ARCHITECTS INC.
FOR PARKS BOND AND MASTER PLAN DESIGN AND PROGRAM MANAGEMENT**

THIS FIRST AMENDMENT to the Agreement for Parks Bond and Master Plan Design and Program Management is made this ____ day of _____, 2026, by and between the **City of Fort Lauderdale**, a Florida municipality, (“CITY”), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and **Perkins & Will Architects Inc.**, a Delaware corporation authorized to transact business in the State of Florida (“CONSULTANT”), with its principal address located at 410 N. Michigan Avenue, Suite 1600, Chicago, Illinois 60611 (collectively, “Parties”).

WHEREAS, at its meeting on November 18, 2025 (CAM 25-1046), the City Commission of the City of Fort Lauderdale approved a design professional services agreement with CONSULTANT for Parks Bond and Master Plan Design and Program Management, pursuant to Request for Qualifications (RFQ) Event No. 457-2 (“Agreement”); and

WHEREAS, the CITY and CONSULTANT executed the Agreement with an initial two (2) year term beginning January 9, 2026, with options to renew the Agreement for three (3) additional one (1)-year terms; and

WHEREAS, Section 725.08, Florida Statutes (2025), outlines certain indemnification terms for design professional contracts, and the CITY and CONSULTANT mutually desire to enter into a First Amendment to the Agreement with the same indemnification terms (“First Amendment”);

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the Parties covenant and agree as follows:

- I. **RECITALS**: The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS**: For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS**: The Agreement is amended as follows:

- A. Sub-section 12.9.1 of Section 12.9, titled “Indemnification of City” is hereby deleted in its entirety and replaced with the following:

12.9.1 The CONSULTANT agrees to indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and

persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement.

- B. Section 12.37, titled "Intellectual Property" is hereby deleted in its entirety and replaced with the following:

12.37 CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT'S sole expense, counsel being subject to the CITY'S approval, the CITY, its employees, officers, elected officials, and appointed officials from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT'S or the CITY'S use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- IV. **COUNTERPARTS**: This First Amendment may be executed in one (1) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.
- V. **HEADINGS**: Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.
- VI. **NO OTHER CHANGES**: Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

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IN WITNESS WHEREOF, the CITY and the CONTRACTOR execute this FIRST AMENDMENT as follows:

CITY

CITY OF FORT LAUDERDALE, a Florida municipality

By: _____
RICKELLE WILLIAMS
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Shari L. McCartney, City Attorney

By: _____
PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

CONSULTANT

WITNESSES:

Perkins & Will Architects Inc., a Delaware corporation authorized to transact business in the State of Florida

Signature

By: _____
Philip L. Harrison, President

Print Name

Signature

Print Name

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by **Philip L. Harrison** as President for **Perkins & Will Architects Inc.**, a Delaware corporation authorized to transact business in the State of Florida.

(NOTARY SEAL)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known ____ OR Produced Identification _____
Type of Identification Produced: _____