

FIRST AMENDMENT TO AGREEMENT

Between

City of Fort Lauderdale

and

Fort Lauderdale Historical Society, Inc.

for

Real Property Lease

A Continuing Agreement for

Multi-functional Historic Museum

with space for exhibits and collections

FIRST AMENDMENT TO AGREEMENT

THIS IS A FIRST AMEMEDMENT TO AGREEMENT, made and entered into this ____ day of _____, 20__, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, (hereinafter referred to as "CITY")

and

FORT LAUDERDALE HISTORICAL SOCIETY, INC., a Florida nonprofit corporation organized under the laws of the State of Florida, (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 a lease Agreement with Lessee on January, 28, 2002; and

WHERAS, the City Commission at its Conference Meeting on February 5, 2013, pursuant to Commission Agenda Memorandum #13-0307, reached a consensus to amend the Agreement to insure the leased properties under the City's policy; and

WHEREAS, pursuant to Resolution No. ____ at its February 19, 2013 meeting, the City Commission authorized its proper officials to execute this First Amendment to Agreement with Lessee;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter, City and Lessee agree to the following:

1. That Article 19, titled "Insurance; Indemnification," of the Agreement is hereby replaced and amended to read as follows:

19. Insurance; Indemnification.

(a) At all times during the term hereof, City shall maintain in full force and effect the following described insurance, covering the Parcels and all improvements and operations thereof:

All Perils Property Insurance, excluding Flood Insurance, in a standard form policy or policies with standard extended coverage endorsement for the replacement value of the

buildings and improvements. The cost of above stated insurance coverage to be borne in equal parts with a fifty percent (50%) contribution by both City and Lessee. Lessee shall tender reimbursement of the insurance premium to the City upon renewal of the policy or policies annually.

(b) At all times during the term hereof, Lessee shall maintain in full force and effect the following described insurance, covering the Parcels and all improvements and operations thereof:

Flood insurance policy for replacement value of the buildings and improvements at the maximum allowable through National Flood Insurance Program.

Comprehensive General Liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit.

Workers' Compensation insurance at the statutory limits and Employer's Liability of not less than One Hundred Thousand Dollars (\$100,000).

Lessee shall provide the City with a Certificate of Insurance evidencing the above coverages.

(c) It is agreed by and between the Lessee and the City of Fort Lauderdale that in the event any person, firm, or corporation should sustain damages not covered by the insurance furnished by City as herein provided or in excess of the limits of said insurance, then in that event, the Lessee agrees to indemnify and hold harmless the City as provided in subparagraph (d).

(d) The Lessee agrees to protect, defend indemnify and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind, including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Lessee or use of the Premises under the terms of this Agreement. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. If requested by City, Lessee shall also specifically defend City in any court action or administrative proceeding, including appeals therefrom, brought against City as the result of any such claim, at no cost or expense to City.

In all other respects, the original Agreement between the parties dated January 28, 2002 and any preceding amendments not in conflict herewith are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

CITY OF FORT LAUDERDALE,
a municipal corporation.

By _____
JOHN P. "JACK" SEILER, Mayor

Print Name

By _____
LEE FELDMAN, City Manager

Print Name

(SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

Assistant City Attorney

LESSEE

WITNESSES:

Fort Lauderdale Historical Society, Inc.

By: _____
Title: _____

(Witness type/print name)

ATTEST:

(Witness type/print name)

By _____

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____ as _____ respectively, of _____. He/She/They is/are personally known to me or have produced _____ as identification.

(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

