



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#14-0424**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Lee R. Feldman, ICMA-CM, City Manager

**DATE:** April 15, 2014

**TITLE:** Resolution Amending Lease Agreement with Fort Lauderdale  
Historical Society

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**Recommendation**

It is recommended that the City Commission adopt the attached resolution amending the lease agreement with the Fort Lauderdale Historical Society to provide for \$40,000 to be used as grant match dollars for the State of Florida Preservation grant.

**Background**

At the City Commission Conference Meeting of March 18, 2014 (CAM #14-0302, Exhibit 1) the Fort Lauderdale Historical Society (FLHS) requested funding assistance in the amount of \$40,000 to be used as grant match dollars for the State of Florida Historic Preservation Grant (Exhibit 2) for the reroofing of the King Cromartie House and the New River Inn.

As discussed, the City shall contribute to Lessee \$40,000 as a one-time payment to be used solely as a portion of the matching funds for the State of Florida Historic Preservation Grant to Lessee to replace the roofs of the New River Inn and King Cromartie House subject to certain conditions including:

1. The total amount of City Matching Funds shall not exceed \$40,000 based upon construction costs of \$166,000 (Exhibit 5). 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.

6. 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

Roofing estimates have been obtained for King-Cromartie House (Exhibit 3) and New River House (Exhibit 4).

**Resource Impact**

There is a fiscal impact to the City of \$40,000.

Funds available as of March 20, 2014					
ACCOUNT NUMBER	INDEX NAME (PROGRAM)	OBJECT CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Object Code)	AVAILABLE BALANCE (Object Code)	PURCHASE AMOUNT
001-PKR070501-3299	Facility Maintenance Support	Services Materials / Other Services	\$1,088,919	\$434,460	\$40,000
<b>PURCHASE TOTAL ►</b>					<b>\$ 40,000</b>

**Strategic Connection**

This item is a *Press Play Fort Lauderdale Strategic Plan 2018 initiative*, included within the **Public Places Cylinder of Excellence**, specifically advancing:

- *Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting, and connected gathering places that highlight our beaches, waterways, urban areas and parks.*

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We are Connected.*

Attachments:

- Exhibit 1 – CAM 14-0302
- Exhibit 2 - Historic Preservation Grant Award Agreement
- Exhibit 3 – King-Cromartie House Roof Estimate
- Exhibit 4 – New River House Roof Estimates
- Exhibit 5 – Estimated Construction Costs provided by Bonnie Flynn
- Exhibit 6 – Proposed Second Amendment to FLHS Agreement
- Exhibit 7 - Resolution

Prepared by: Carolyn Bean, Administrative Assistant

Department Director: Phil Thornburg, Parks and Recreation