

① ✓ 8/31/15 ②

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: First Amendment – FY 2015 Participation Agreement with Riverwalk Fort Lauderdale, Inc. - \$25,000

CAM: 15-0262/CM-3 CCM: 3/17/15

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

City Attorney's Office: Approved as to Form 1 Original and Delivered to City Manager

Assistant City Attorney: CJC

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 1 original to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards 1 copy to Charmaine Crawford, OMB

☒ Original Route form to City Attorney's office

**FIRST AMENDMENT TO THE
FY 2015 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT WITH RIVERWALK
FORT LAUDERDALE, INC.**

THIS AGREEMENT, entered this 17th day of MARCH 2015 by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein after referred to as "City"

and

RIVERWALK FORT LAUDERDALE, INC., a non-profit corporation organized under the laws of Florida whose usual place of business is 305 S. ANDREWS AVENUE, SUITE 410, FORT LAUDERDALE, FL 33301, hereinafter referred to as "Participant".

WHEREAS, on or about November 14, 2014, the City and Participant entered into a participation agreement to light up the Riverwalk path during the holiday season; and

WHEREAS, Participant is initiating an informational kiosk pilot program in Riverwalk Area; and

WHEREAS, the informational kiosks will provide information to visitors; and

WHEREAS, Participant will also provide a part-time position to oversee the program and manage volunteer staff; and

WHEREAS, the cost of the pilot program is estimated to be approximately \$25,000; and

WHEREAS, that City is desirous of providing funding for Participant's programs; and

NOW, THEREFORE, it is agreed between the parties hereto that the Participation Agreement is amended as follows:

SECTION 1 – The City agrees to reimburse costs in an amount not to exceed \$25,000.00 to Participant to for the Informational Kiosk Pilot Project.

SECTION 2 - It is agreed between the parties hereto that except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 18th day of August 2015.

PARTICIPANT

WITNESSES:

[Signature]

Riverwalk Fort Lauderdale, Inc., a Florida non-profit corporation

By Eugenia Duncan Ellis
Eugenia Duncan Ellis
President/Chief Executive Officer

Alexandra Roland
[Witness print name]

[Signature]

PATRICK HARRIS
[Witness print name]

ATTEST:

(CORPORATE SEAL)

[Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of August 2015, by **Eugenia Duncan Ellis**, as **President/Chief Executive Officer** of **Riverwalk Fort Lauderdale, Inc.**, Who is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Taking Acknowledgment)

Cristina Hudson
Name of Notary Typed, Printed or Stamped

My Commission Expires:

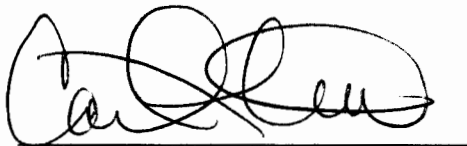


Commission Number

CITY

CITY OF FORT LAUDERDALE

WITNESSES:



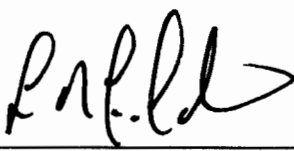
Carla Foster

(Witness print name)



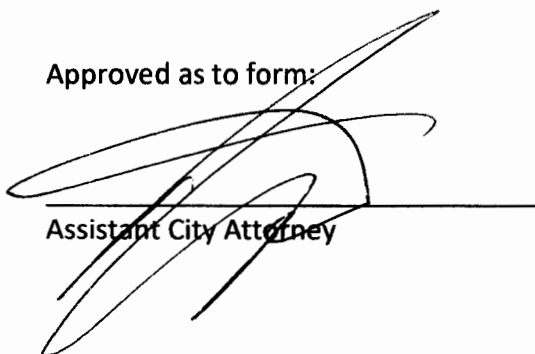
Ana D. Penedo

(Witness print name)

By 
Lee R. Feldman, City Manager

Date 8.26.15

Approved as to form:


Assistant City Attorney