

This Second Amendment to the Lease Agreement is made and entered into by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County," and, **the Brevard Veteran's Council, Inc.**, hereinafter referred to as "Council".

Witnesseth:

Whereas, the parties hereto have previously entered into a Lease Agreement under Contract Number 1015, dated April 28, 1998, First Amended on February 26, 2002 and renewed on November 6, 2014 for the lease of certain real property commonly referred to as the Veteran's Memorial Park and Park Building (hereinafter referred to as "Park" or "Leased Premises") located in Brevard County, Florida; and

Whereas, at this time Council has made the request to make alterations to wit: the installation of a periscope through the roof of the Leased Premises located at 400 S. Sykes Creek Parkway, Merritt Island, Florida 32952; and

Whereas, pursuant to Section 7 of the Lease Agreement, all plans and specifications for any construction or other development for improvements at the Park shall be reviewed and approved of by the County prior to any action by the Council; and

Whereas, the County desires to grant the proposed request from Council subject to the terms and conditions as set forth more fully in this Second Amendment.

Now, Therefore, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Second Amendment by this reference.
2. **Approval of Plans and Specifications.** Council shall submit and obtain approval from the County Parks and Recreation Department Director or designee of all plans and specifications for the design and installation of the periscope (hereinafter referred to as "Improvements") on the Leased Premises prior to the commencement of any work contemplated under this Second Amendment.
3. **Costs of Improvements.** Council agrees to complete the installation of the Improvements at the Council's sole expense. Council shall pay for all costs of the construction of the Improvements including, but not limited to, costs for labor, materials, equipment and any required permits. The County shall not be required or obligated in any way to construct or participate in any way in the construction of the Improvements or be responsible for the costs of construction of the Improvements.

4. Maintenance of Improvements. Upon completion of construction of the Improvements, Council shall be solely responsible for the costs of the maintenance of the Improvements and any repairs to the Improvements, including, but not limited to, repairs to the periscope, roof, ceiling, walls or floors of the Leased Premises and Council shall be solely responsible for any damage to the periscope or caused by the periscope to the roof, ceiling, walls or floors of the Leased Premises. The County shall not be required or obligated in any way to maintain or participate in any way in the maintenance of the Improvements, including, but not limited to, repairs to the roof, ceiling, walls or floors of the Leased Premises.
5. Insurance and Indemnification.
 - a. Council agrees that it shall be solely responsible for the installation and maintenance of the Improvements including any damage or destruction to the roof, ceiling, walls or any part of the Leased Premises as a result of the installation or maintenance of the Improvements. Council agrees that it shall be solely responsible for any damage or destruction to any artifacts, memorabilia or objects maintained by the Council at the Park. Council agrees that the County shall be in no way responsible for any damage or destruction to the Leased Premises or Council artifacts, memorabilia or objects as a result of the installation of the Improvements.
 - b. The Council agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Council's installation of the Improvements including any proceedings and causes of action of every kind arising out of or connected with the Council, Council's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Park or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Council agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Council's activities contemplated under this Second Amendment and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.
 - c. The Council agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance

generally known as comprehensive general liability policies insuring the Council against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Council. Such policies of insurance shall insure the Council in the amount of not less than One Million Dollars per occurrence to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence, and fire damage liability coverage with limits sufficient to provide for the replacement cost of any structure damaged due to fire. The Parks and Recreation Department is to provide the Council with a replacement cost for the highest valued structure subject to this Contract. The Council shall also provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of Sexual Abuse and Molestation insurance coverage in the minimum amount of One Million Dollars. Said insurance policies shall provide that the County is named as an additional insured and shall be entitled to thirty day prior notice of any changes or cancellation in said policies.

- d. The Council shall notify the County immediately in writing and by phone or email of any potentially hazardous condition existing on or about the Lease Premises utilized in conjunction of said activities. The Council shall provide the described insurance on policies and with insurers acceptable to the County. These insurance requirements shall not relieve or limit the liability of the Council. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Council's interests or liabilities, but are merely minimums. A certificate of insurance indicating that the Council has coverage in accordance with the requirements of this Contract shall be furnished by the Council to Central Area Parks Operations, 840 Forrest Avenue, Cocoa, Florida 32922 prior to execution of this contract.
6. All other terms and conditions of the Lease Agreement dated April 28, 1996 as amended by the First Amendment on February 26, 2002 and renewed on November 6, 2014, which are incorporated herein by this reference, not inconsistent with the provisions of this Second Amendment, shall remain in full force and effect.
7. This Second Amendment shall be effective immediately upon execution by both parties.

In Witness Whereof, the parties hereto have hereunto set their hands and seals on the day and year first written below.

Attest:

**Board of County Commissioners
of Brevard County, Florida**

By: _____
Rachel Sadoff, Clerk of Court

By: _____
Rita Pritchett, Chair

As approved by the Board on
_____.

Reviewed for legal form and content:

Abigail Forrester Jorandby
Assistant County Attorney

Brevard Veteran's Council, Inc.

Don A. Wren
BVC, Chair
Date: 2/15/2021

Don WENNER
BREVARD VETERANS COUNCIL
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