



**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND DICKEY CONSULTING SERVICES, INC.
FOR 1033 SISTRUNK BOULEVARD**

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“Tenant”), and Dickey Consulting Services, Inc., a Florida corporation (“Landlord”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Lease Agreement Between Broward County and Dickey Consulting Services, Inc., dated November 15, 2022 (the “Agreement”), whereby Tenant leases certain real property from Landlord, as more specifically described in Section 2.2 of the Agreement (the “Premises”).

B. The Parties intend to jointly fund the design, construction, and installation of an artistically designed fence around the perimeter of the Premises.

C. The Parties now desire to amend the Agreement to clarify the obligations and responsibilities of each Party regarding the artistic fence.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. A new Section 10.3 is added to the Agreement as follows (bold/underlining omitted):

10.3 Artist Fence. Tenant and Landlord shall jointly fund the design, construction, and installation of an artistically designed fence around the Premises (“Artistic Fence”), as more particularly described in **Exhibit E**, attached hereto and made part hereof (the “Fenced Premises”). The Parties’ responsibilities are more fully stated as follows:

10.3.1 Landlord Responsibilities. Landlord, at its sole cost and expense, shall be responsible for installation and removal of a temporary fence around the Fenced Premises, including obtaining any required permits, and providing

funding for the conceptual design and preliminary design development of the Artistic Fence, up to a maximum not-to-exceed amount of Twenty-five Thousand Eight Hundred Dollars (\$25,800) (inclusive of the cost associated with the fence removal).

10.3.2 Tenant Responsibilities. Tenant, at its sole cost and expense, shall fund the final design development of the Artistic Fence, all required permits for the Artistic Fence, including but not limited to permits required by the City of Fort Lauderdale Building Department, fabrication, and installation of the Artistic Fence. Tenant shall also solely be responsible for any and all maintenance of the Artistic Fence for the duration of the Term.

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. The effective date of this First Amendment shall be the date of complete execution by the Parties.

7. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2023, and DICKEY CONSULTING SERVICES, INC., signing by and through its _____ President _____, duly authorized to execute same.

TENANT

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Sara Cohen Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2023.05.25 13:32:50 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

By Nathaniel Klitsberg Digitally signed by Nathaniel Klitsberg
Date: 2023.05.25 15:18:56 -04'00'
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

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LANDLORD

DocuSigned by:

By: _____
Authorized Signer

Sheryl Dickey resident and CEO

Print Name and Title

5/25/2023

____ day of _____, 20____

