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FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN CHARLOTTE COUNTY, FLORIDA, AND
CHARLOTTE BMX, INC.

This First Amendment to that lease agreement dated November 17, 1998 between Charlotte County and Charlotte BMX, Inc. (hereinafter referred to as "First Amendment") is made and entered into this 27th day of November, 2018 by and between Charlotte BMX, Inc., (hereinafter referred to as "CBMX") a Florida not for profit corporation, and Charlotte County, Florida (hereinafter referred to as the "County"), a political subdivision of the State of Florida.

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 4383 PAGE 298 PAGE 1 OF 4
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WITNESSETH

WHEREAS, the County owns a recreational facility known as the Carmalita Athletic Park, located at 2605 Carmalita Street in Punta Gorda, Florida; and

WHEREAS, CBMX and the County entered into a Lease Agreement for the construction, maintenance, and operation of a community bicycle motocross facility on a portion of the Carmalita Athletic Park on or about November 17, 1998 (hereinafter "Agreement"); and

WHEREAS, CBMX and the County now desire to amend the terms of the Agreement by amending the national association that sets standards for bicycle motocross activities, updating the indemnification and insurance requirements, and adding an additional contact person for CBMX.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby expressly acknowledged, the County and CBMX, each intending to be legally bound, do hereby mutually agree as follows:

- A. All references to "National Bicycle League" in Paragraphs 8, 9, 10, and 21 of the Agreement, are hereby replaced with "American Bicycle Association, d/b/a USA BMX" to update the reference to the national organization that sets industry standards.

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B. Paragraph 19 of the Agreement "Indemnity and Insurance" is amended and replaced in its entirety with the following:

"19. Indemnity and Insurance. To the maximum extent permitted by Florida law, the Lessee shall indemnify and hold harmless Charlotte County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, including as such fees and costs may be incurred at the trial and appellate levels, as applicable; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Lessee or anyone employed or utilized by the Lessee in Lessee's performance, duties, or obligations under this lease, or from the design, construction or maintenance of any improvements to the premises, or the operation of the BMX bicycling facility located on Carmalita Athletic Park. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statutes, Section 768.28. The Lessee, and/or its insurance carrier, shall provide thirty (30) days written notice to the County of policy cancellation or nonrenewal on the part of the insurance carrier or the Lessee. The Lessee also must notify the County, in a like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or material change in coverage or limits received by the Lessee from its insurer and nothing contained herein relieves the Lessee of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by the Lessee hereunder, Lessee must take steps immediately to have the aggregate limit reinstated to the full extent permitted under such policy. Should at any time the Lessee not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or, at its sole discretion, may purchase such coverage(s) and charge the Lessee for such coverage(s) purchased. The County is under no obligation to purchase such insurance, nor is it responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) may not be construed to be a waiver of any of its rights under this Lease. At any time requested by the County the Lessee must provide copies of the actual insurance policy(s) and all accompanying endorsements for review. Lessee shall provide a certificate of insurance to the County as evidence of the insurance requirements contained herein. Certificate Holder should read: Charlotte County, a Political Subdivision of the State of Florida, or Charlotte County Board of County Commissioners. Charlotte County must be listed as additional insured on the Commercial General Liability Policy. Lessee shall provide the following coverages: Workers Compensation: Statutory Limits of Florida Statutes, and all Federal Government Statutory Limits and Requirements; Employer's Liability: \$1,000,000 single limit per occurrence; Commercial General Liability

(CGL): \$1,000,000 per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. Neither the issuance of the insurance policy required under this lease nor the minimum limits specified herein with respect to Lessee's insurance coverage limit or restrict in any way Lessee's liability arising under or from this lease."

C. Paragraph 24 of the Agreement is amended to add the following additional required contact when written notice is given to Lessee:

Amanda Carr
6330 Riverside Drive
Punta Gorda, FL 33982

D. Any terms used in this First Amendment have the same meanings and definitions as they have in the Agreement. All other provisions of the Agreement, as amended, not in conflict with this First Amendment remain in full force and effect.

E. This First Amendment is effective on the date the last party signs this First Amendment, said date to be entered in the spaces provided in the first paragraph of this First Amendment.

(Remainder of page intentionally blank)

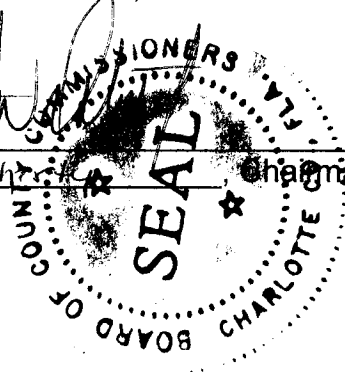
IN WITNESS WHEREOF, this First Amendment to Lease Agreement has been executed by the duly authorized officer of Charlotte BMX, Inc. and duly authorized official of the County each of whom hereby represents and warrants to the other that he or she has the full power and authority to execute this First Amendment to Lease Agreement in such capacity, all as of the day and year first above written.

ATTEST:

Roger D. Eaton, Clerk of
Circuit Court and Ex-officio
Clerk of the Board of County
Commissioners

By: Michelle DiBernardino
(Deputy Clerk) AGR2018-095

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Kenneth W. Doherty Chairman
Print Name


CHARLOTTE BMX, INC., a Florida not for
profit corporation

By: Amanda Carr
Amanda Carr
Print Name

Its: **President**
Print Title

Date: **October 30, 2018**

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR15-3571 Janette S. Knowlton