LEASE AGREEMENT

THIS IS A LEASE AGREEMENT (hereinafter "the Lease" or 'Agreement"), made and entered into as of the date the last party signs this Lease Agreement, (the "Effective Date") by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "CITY"),

AND

FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765, a Florida not-for-profit corporation, whose principal address is 309 ½ SW 26 Street, Fort Lauderdale, FL (hereinafter "LESSEE" or "Tenant"), each of which may be referred to individually as "Party" or jointly as "Parties".

WHEREAS, the LESSEE is a Florida Not for Profit corporation dedicated to connecting firefighters in the community ("Operations") and providing educational and informative seminars for the public ("Community Benefit"); and

WHEREAS, LESSEE has presented a proposal to the CITY to renovate and rehabilitate the existing structures of historical significance with the goal of preserving, to the maximum extent possible, the exterior architectural features on the Leased Premises (the "Project"); and

WHEREAS, the commitment and undertaking to rehabilitate the existing structures on the Leased Premises by the Lessee is an inducement to enter into this long-term lease; and

WHEREAS, LESSOR finds that LESSEE's activities serve a significant public purpose and LESSOR wishes to encourage and assist same; and

WHEREAS, the Leased Premises will provide an administrative office for the Fort Lauderdale Professional Fire Fighters, IAFF Local 765 and rooms for educational and informative seminars; and

WHEREAS, the City Commission finds that neither the LESSEE's actions conflict with use by the public of any public land adjacent thereto; and

WHEREAS the City Commission adopted Resolution No. _____ on July 6, 2021 pursuant to Section 8.13 of the City Charter declaring its intent to lease the Leased Premises for a term not to exceed fifty (50) years; and

WHEREAS, in accordance with Section 8.13 of the City Charter, a Public Hearing was held before the City Commission during a Regular Meeting of the City Commission held on July 6, 2021 for the purpose of permitting citizens and taxpayers the opportunity to review the proposed Lease and object to the execution, form or conditions of the proposed Lease; and

WHEREAS, by approval of the City Commission, the Mayor and the City Manager were authorized, empowered and directed to execute this Lease by adoption of Resolution No. _____ on July 6, 2021, during a Public Hearing at its Regular Meeting held on July 6, 2021.

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

The foregoing recitals are true and correct in all respects and are incorporated herein.

ARTICLE 1 - LEASE OF LEASED PREMISES

1.1 **Lease**. On the terms and conditions set forth in this Lease, and in consideration of the LESSEE's periodic payment of rents, commitment to rehabilitate the existing structures of the Leased Premises and performance of all other terms and conditions of this Lease, the LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR and LESSOR grants LESSEE a possessory interest in and to the Leased Premises described below for the Term (hereinafter defined) subject to the terms and conditions set forth in this Lease.

1.2 **Leased Premises**. LESSOR leases the Leased Premises to LESSEE and LESSEE rents from LESSOR the Leased Premises located 2000 NE 16 Street, Fort Lauderdale, FL 33304, legally described as follows:

THE EAST 85.00 FEET OF THE WEST 170.00 FEET OF THE NORTH 118.00 FEET OF THE SOUTH 183.00 FEET OF PARCEL “A”, "OFFICE OF THE FIRE MARSHAL – FIRE STATION NO. 5" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146 PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 10,030 SQUARE FEET OR 0.2303 ACRES, MORE OR LESS.

TOGETHER WITH AN NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS:

A PORTION OF PARCEL “A”, "OFFICE OF THE FIRE MARSHAL – FIRE STATION NO. 5" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146 PAGE 14 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH A PORTION OF THE SOUTH 50.00 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 49 SOUTH, RANGE 42 EAST; LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL “A”’ EAST OF THE EAST LINE OF SAID PARCEL “A” AND WEST OF THE WESTERLY RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY, MORE PARTICULARLY DESCRIBED BELOW: COMMENCING AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL “A” AND THE WEST RIGHT OF WAY LINE OF NORTH FEDERAL HIGHWAY (US 1) SAID POINT ALSO BEING A POINT ON A NON-TANGENT

CURVE, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5762.65 FEET, A CENTRAL ANGLE OF 00°03'01" AND AN ARC LENGTH OF 5.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 5762.65 FEET, A CENTRAL ANGLE OF 00°26'56" AND AN ARC LENGTH OF 45.15 FEET; THENCE S63°16'34"W, A DISTANCE OF 47.88 FEET; THENCE S88°47'53"W, A DISTANCE OF 62.65 FEET; THENCE N86°16'22"W, A DISTANCE OF 58.19 FEET; THENCE N37°12'07"W, A DISTANCE OF 20.26 FEET; THENCE N00°52'56"W, A DISTANCE OF 42.61 FEET; THENCE S88°47'53"W, A DISTANCE OF 33.53 FEET TO A LINE THAT IS 170.00 FEET EAST OF THE WEST LINE OF SAID PARCEL "A''; THENCE S01°37'47"E ALONG SAID LINE, A DISTANCE OF 77.55 FEET; THENCE S71°07'33"E, A DISTANCE OF 30.45 FEET TO A POINT THAT IS 5.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID PARCEL "A''; THENCE N88°47'53"E ALONG SAID PARALLEL LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 173.00 FEET TO THE POINT OF BEGINNING.

Whenever used herein, the term "Leased Premises" shall include the real estate described above and all attachments and improvements and appurtenances thereto now existing or hereafter constructed.

1.3 **Limitations on Grant of Possessory Interest**. The grant of possessory interest by LESSOR to LESSEE is subject to the following:

1.3.1 Each and any condition, restriction, covenant, easement and/or limitation recorded against the Leased Premises.

1.3.2 Existing or future land planning, land use or zoning laws, building codes, ordinances, statutes or regulations of any governmental entity or agency for the United States of America, State of Florida, Broward County or City of Fort Lauderdale, or any other governmental agency having jurisdiction over the Leased Premises and with legal authority to impose such restrictions.

1.3.3 LESSEE's satisfactory performance of all the terms and conditions contained in this Lease: and

1.3.4 Underground and overhead utilities facilities, including, but not limited to, water, wastewater, storm water and electrical lines, telephone and telecommunications facilities lines and septic tank, if any.

1.4 **Quiet Enjoyment**. Except as otherwise expressly set forth herein, LESSOR represents and warrants that it has full right and authority to enter into this Lease and that commencing with the Commencement Date, as hereinafter defined, LESSEE, while paying Rent (hereinafter defined) and Additional Rent (hereinafter defined) and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from LESSOR subject to the terms and provisions of this Lease.

1.5 **Contract Administrator**. The contract administrator for LESSOR under this Lease shall be the City Manager of LESSOR (the "City Manager"), or his on her designee (the "Lessor Contract Administrator"). In the administration of this Lease, as contrasted with matters in this Lease where the LESSOR is required to act, LESSEE may rely upon instructions or determinations made by the City Manager or the Contract Administrator, as the case may be. The contract administrator for the LESSEE under this Lease shall be the President of the Fort Lauderdale Professional Fire Fighters IAFF Local 765 (the "Lessee Contract Administrator").

1.6 **Condition of the Leased Premises**. The LESSEE stipulates and agrees that it is familiar with the condition of the Leased Premises and therefore accepts the Leased Premises in "AS IS" condition in accordance with the terms of Section 6.1 of this Lease.

ARTICLE 2 - USE OF PREMISES

2.1 **Permissible Uses**. LESSEE shall use the Leased Premises for the administrative office for the Lessee and shall provide educational seminars on best practices for life and fire safety matters or lifestyle habits for the public no less than four (4) times a year on the Leased Premises. The LESSOR finds these uses are consistent with the public good. Any other uses shall require the written consent of Lessor, in its sole discretion, and such uses must be consistent with the spirit and intent of Section 8.13 of the City Charter, as determined by the City Commission.

2.2 **Compliance with Regulations of Public Bodies**. LESSEE covenants and agrees that it shall, at its own cost and expense, make such improvements on the Leased Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Leased Premises, in order to comply with the applicable requirements relating to sanitation, fire hazard, zoning, historic designation regulations, environmental requirements (subject to Article 5 below) and other similar requirements designed to protect the public, worker and environments. LESSEE shall not use the Leased Premises, nor shall the Leased Premises suffer any such use during the Term, which is in violation of any of the statutes, laws, ordinances, rules or regulations of the federal, state, county, municipal government or any other governmental authority having jurisdiction over the Leased Premises.

2.3 **Site Plan, Plans and Specifications**. As a condition of this Lease, LESSEE shall undertake rehabilitation of the existing structures, subject to the timeline and conditions set forth in Section 3.5 of Article 3 on the Leased Premises, it shall do so at its own cost and expense in order that the use of the Leased Premises shall be consistent with the use set forth in this Lease. As a condition precedent to such construction, Lessee, shall submit to the City Manager or his or her designee a leasehold site plan ("Approved Site Plan") for the Leased Premises for its review and approval which approval shall not be unreasonably withheld, delayed or conditioned within eighteen (18) months from the Effective Date. Such approval of the leasehold site plan by the City Manager under this Lease shall not constitute an approval under its regulatory or governmental authority.

2.4 **Improvements**. LESSEE shall not construct any permanent improvements upon the Leased Premises that are not reflected on the Approved Site Plan, as defined in Section 2.3 without the City Manager's express written consent as set forth in this section of the Lease. After the initial

improvements under the Approved Site Plan, LESSEE shall not construct any subsequent improvements, nor perform any material alteration, modification or demolition of any improvements upon the Leased Premises without first securing from the City Manager written approval indicating that the proposed construction, alteration, modification or demolition is acceptable, which approval shall not unreasonably withheld, delayed or conditioned. As a condition of acceptance, the City may impose reasonable conditions on LESSEE. Notwithstanding the foregoing LESSEE may make interior alterations that are not structural without the City's prior approval, so long as LESSEE obtains the required permit(s) from the City, in accordance with applicable codes and ordinances***. Upon expiration or termination of this Lease, any improvements constructed on the Leased Premises shall become the property of the LESSOR.*** Nothing herein shall be construed as a waiver of the LESSOR's police or regulatory policy in issuing development approvals. Approvals by the City pursuant to this Lease shall be considered approvals in its proprietary capacity and not under its police or regulatory power.

2.5 **Liability for Personal Property**. All personal property placed or moved onto the Leased Premises is at the sole risk of LESSEE or other owner of such personal property. LESSOR shall not be liable for any damage to such personal property, or for personal injuries to LESSEE or any of LESSEE's subtenants, agents, servants, employees, contractors, guests or invitees or to trespassers on the Leased Premises that arise from any person's tortious acts or omissions, regardless of the status of the person.

2.6 **ADA Compliance**. LESSEE shall have the continuing obligation of compliance at its sole cost and expense with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Leased Premises.

ARTICLE 3 - TERM OF LEASE

3.1 **Term**. The term of this Lease commences on the Commencement Date (hereinafter defined) and runs for a period of fifty (50) years thereafter (the "Term") unless this Lease is terminated prior to the expiration date pursuant to this Lease.

3.2 **Dates**.

3.2.1 **Effective Date**. The date of this Lease shall be the date when the last party to this Lease has executed this Lease (the "Effective Date") and shall be enforceable according to its terms as of the Effective Date.

3.2.2 **Commencement Date**. The date Lessor shall transfer possession of the Leased Premises to the Lessee subject to satisfaction of the conditions set forth in Section 3.5 of this Article 3.

3.3 **Recordation of Memorandum of Lease**. A Memorandum of Lease, to be executed by both Parties contemporaneous with the execution of this Lease, shall be recorded by Lessee, at Lessee's expense, in the Public Records of Broward County, Florida.

3.4 **Representations and Warranties**. All steps, acts and conditions required by the City Charter to be done as a condition precedent to the authorization of this Lease as of the date of City Commission approval have been done, and CITY has full authority to enter into this Lease. All steps, acts and conditions required by the organizational and other documents creating and binding on the LESSEE to be done as a condition precedent to the execution of this Lease have been done, and the LESSEE has full authority to enter into this Lease.

3.5 **Milestones**. Prior to the Commencement Date, the Tenant shall perform the following "Milestones", within the prescribed time periods to the reasonable satisfaction of the Lessor. The time period for Tenant to commence and complete performance of the below listed Milestones is referred to herein as the "Milestone Period". The Milestone Period shall commence upon the Effective Date and shall not be modified without the prior written consent of the City.

3.5.1 **Six Months Milestones**. Within six (6) months of the Effective Date, Tenant, at Tenant's sole expense, shall provide A copy of the Phase 1 Environmental Site Assessment, a survey of the Leased Premises, and a Title Commitment from a licensed title company and lien search for Lessor's review.

3.5.2 **Twelve Months Milestones**. Within twelve (12) months of the Effective Date, Lessee shall provide, at Lessee expense, evidence of inspection by a licensed expert of the following elements of the Leased Premises;

(a) written inspection of the Leased Premises by a structural engineer describing the structural integrity of the Leased Premises and other Life/Safety issues and any recommended repairs or required rehabilitation of the Leased Premises.
(b) written inspection by a licensed roofing contractor of the integrity of the roof and whether it needs replacement or minor repairs, if any.
(c) written inspection by a licensed expert of the heating and air conditioning system.
(d) written inspection by a licensed contractor of electrical wiring, including the boxes and panels and the plumbing system.
(e) written inspection by a licensed contractor or consultant of the windows and an opinion on whether to upgrade to hurricane impact windows.
(f) Lessee shall perform such other inspections and analysis as reasonably required to rehabilitate the existing improvements in a first-class manner; and
(g) A copy of the preliminary construction budget for the Project and a description of the scope of work.

3.5.3 **Eighteen Months Milestones**. Within Eighteen (18) months of the Effective Date, Lessee shall provide, at Lessee expense,

(a) Satisfactory evidence that Lessee has secured all development approvals, licenses and permits including without limitation, site plan approval, variances, vacations to commence work on the Leased Premises.
(b) Copy of Site Plan and a description of the full scope of work to rehabilitate and renovate the Leased Premises.

LESSOR agrees to reasonably cooperate with the LESSEE in connection with development applications related to the Leased Premises. City Manager, or his designee, shall, following written request from the LESSEE, execute any documents that may be reasonably requested by LESSEE or the governmental agency to accomplish such land development approvals, if the LESSOR'S written consent, as owner of the Leased Premises, is necessary or requested. All development applications shall be done at LESSEE'S sole costs and expense.

3.5.4 **Twenty-Four Months Milestones**. Within twenty-four (24) months of the Effective Date, Lessee shall provide.

(a) Satisfactory evidence of funding in the amount of $350,000 through donations or pledges of cash or a combination thereof, financing from an institutional lender or other source acceptable to Lessor, to be used to cover the cost of rehabilitating the Leased Premises and scope of work in the final budget.
(b) A copy of the complete and final budget for the Project and a copy of the contract between Lessee and its general contractor and architect and structural engineer.
(c) Proof of Insurance as required under this Lease, including such additional insurance coverage as may recommended upon completion of an assessment of the Leased Premises or as required by Lessor.
(d) Satisfactory evidence of issuance of a building permit or other approval in order to commence construction of the Project issued by the appropriate governing authority.
(e) Evidence of corporate authorization by the board of directors of Lessee.
(f) Such other certificates, affidavits or documents as reasonably required by Lessor.

3.6 **Completion Date**. Within five (5) years of the Commencement Date, Tenant shall complete the Project (as described in the Approved Site Plan) as evidenced by a Certificate of Occupancy or Completion, as applicable, issued by the appropriate governing authority. The City shall have the right to terminate this Lease if the Project is not completed within five (5) years after the Commencement Date. Such a failure shall be deemed an event of default under this Lease and the City shall have the right to terminate this Lease and Lessee shall surrender possession within sixty (60) days upon written demand for return of the Leased Premises.

ARTICLE 4 - RENT AND ADDITIONAL PAYMENTS

4.1 **Amount and Payment of Rent**. As rent for the Leased Premises, LESSEE shall pay to LESSOR the annual rent of One Dollar ($1) per year commencing with the Commencement Date and continuing each and every successive anniversary date thereafter through the balance of the Term (the "Rent"). Rent shall be payable to City of Fort Lauderdale and delivered to City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, Attention: City Manager.

4.2 **Sales Tax, Fees, Special Assessments, etc**. Beginning on the Commencement Date, all costs, expenses, sales or use taxes, or taxes of any nature or kind, special assessments, connection fees, and any other charges, fees or like impositions incurred or imposed against the Leased Premises, to the extent applicable, or any use thereof, including revenue derived therefrom, and any costs, expenses, fees, taxes or assessments in or upon the real property or improvements

constructed thereon shall be made and paid by LESSEE in accordance with the provisions of this Lease, it being the intent of the parties that, except as may be specifically provided for herein, LESSEE is responsible for paying all the expenses and obligations that relate to the Leased Premises or any improvements thereon and that arise or become due during the Term. Should any such tax rate change under the Florida Sales Tax Statute or other applicable statutes, LESSEE shall pay LESSOR the amounts reflective of such changes.

4.3 **Additional Rent Payments**. Exclusive of Rent due under Section 4.1 and all sums due under Section 4.2 hereof, all other payments that LESSEE is obligated to make under this Lease shall be considered "Additional Rent" regardless of whether the payments are so designated. All Additional Rent payments are due and payable within thirty (30) days after rendition of a statement therefor.

4.4 **Utility or Service Charges**. Beginning on the Commencement Date, LESSEE agrees to pay all utility service charges including, but not limited to gas, electricity, telephone, telecommunications, heating, air conditioning, water & sewer, storm water utility fees, and other similar service charges attributed to the Leased Premises. If any of these charges remain unpaid after they become due, LESSOR may exercise its remedies as set forth in Article 11. LESSOR shall not be liable to LESSEE for damage nor otherwise because of LESSEE's failure to arrange for or to obtain any utilities or services referenced above for the Leased Premises that are supplied by parties. No such failure, interruption or curtailment may constitute a constructive or partial eviction.

4.5 **Governmental Charges or Services**. Beginning on the Effective Date and subject to the provisions of Section 4.7, LESSEE must pay all ad valorem and non-ad valorem taxes and other governmental fees, charges or assessments that are related to the Leased Premises or personalty situated thereon or operations conducted thereon that arise during the term of the Lease. Nothing shall preclude the LESSEE from seeking an exemption from ad valorem and other taxes due to its status as a tax-exempt organization under Internal Revenue Code Section 501c (5). LESSEE shall pay all such taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not necessarily limited to the following:

4.5.1 All taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit fees.

4.5.2 All such charges whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied, confirmed or imposed upon the Leased Premise or use thereof or improvements thereto or personalty situated thereon.

4.5.3 All such charges that arise from, become payable from or with respect to, or become a lien on any of the following:

(a) All or any part of the Leased Premises or use thereof or improvements thereto or personalty situated thereon.
(b) Any appurtenance to the Leased Premises.
(c) The rent and income received by the LESSEE from any subtenant.

(d) Any use or occupation of the Leased Premises.

(e) Any document to which the LESSEE is a party and that creates or transfers an interest or estate in the Leased Premises.

(f) Sales or use tax arising from Lessees operations; or

(g) Any taxes or charges applicable to the Rent paid under this Lease.(h) Nothing shall prevent the LESSEE from seeking exemption from any and all sales and use taxes due to its status as a non-for-profit corporation.

4.6 **Payments and Receipts**. Upon LESSOR's written request, LESSEE shall deliver to LESSOR official receipts that show payment of all charges required under this Article and contained in LESSOR's written request. These receipts must be delivered to the place where the Rent payments are to be made. The LESSEE shall pay every tax or other charge required to be made under this Article before the charge or tax becomes delinquent under the law then governing payment of the tax or other charge, unless the tax or charge is challenged by LESSEE in accordance with Section 4.7 of this Lease.

4.7 **LESSEE's Challenge of Tax**. LESSEE may contest the validity of any tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of taxes under this Lease, provided LESSEE complies with terms and conditions of this Section. LESSEE must give LESSOR written notice of LESSEE's intention to contest and LESSEE must also furnish LESSOR with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by LESSOR. The bond or cash must be in an amount equal to the 1.25% of the amount of the taxes, claim, charge or assessment together with estimated penalties and interest being contested and must be conditioned upon payment of the taxes, claim, charge or assessment once the validity has been determined. LESSEE must give the written notice accompanied by evidence of the bond or escrow to LESSOR not later than sixty (60) days before the contested taxes would otherwise become delinquent.

4.8 **LESSOR'S Remedy for LESSEE'S Nonpayment**. If LESSEE fails, refuses, or neglects to pay any taxes, fees, assessments or other governmental charges under this Article, unless challenged as provided in Section 4.7 of this Lease, the LESSOR may pay them. On LESSOR's demand, LESSEE shall reimburse LESSOR all amounts LESSOR has paid, plus expenses and attorney's fees reasonably incurred in connection with such payments, together with interest at the rate of six (6%) per cent per annum from the date LESSOR paid such outstanding taxes, fees, assessments or other governmental charges, up to but not exceeding the maximum rate of interest allowable under Florida law. On the day LESSOR demands repayment or reimbursement from LESSEE, LESSOR is entitled to collect or enforce these payments in the same manner as a payment of Rent. The LESSOR's election to pay the taxes, fees, assessments or other governmental charges does not waive LESSEE's default.

ARTICLE 5 - HAZARDOUS SUBSTANCES

5.1 **Definitions.** or the purpose of administering this Article, the following terms shall have the meaning as set forth below:

(a) "**Environmental Agency**" means a governmental agency at any level of government having jurisdiction over Hazardous Substances and Hazardous Substances Laws and the term as used herein shall also include a court of competent jurisdiction when used as a forum for enforcement or interpretation of Hazardous Substances Laws.

(b) "**Hazardous Substances** " means any hazardous or toxic substances, materials or wastes, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances, 40 CFR Part 302, as now in effect or as same may be amended from time to time, or such substances, materials and wastes which are now or hereafter become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) radon, (v) any substance designated as a "hazardous substance" pursuant to Sec. 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. or listed pursuant to Sec. 307 of the Clean Water Act, 33 U.S.C. Sec. 1317, (vi) defined as "hazardous waste" pursuant to Sec. 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq., (vii) defined as a "hazardous substance pursuant to Sec. 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or (viii) designated as a "hazardous substance" as defined in Chapter 403, Part IV, Florida Statutes, or (ix) any other similar federal, state or local regulations.

(c) "**Hazardous Substances Laws**" means all local, state and federal laws, ordinances, statutes, rules, regulation and orders as same may now exist or may from time to time be amended, relating to industrial hygiene, environmental protection and/or regulation, or the use, analysis, generation, manufacture, storage, disposal or transportation of Hazardous Substances.

(d) "**Petroleum Products**" as defined by Florida Administrative Code Sec. 62-761.200 are any liquid fuel commodities made from petroleum including, but not limited to, diesel fuel, kerosene, gasoline, and fuels contain mixtures of gasoline and other products.

(e) "**Products**" is defined in Sec. 377.19 (11), Florida Statutes, as same may be amended from time to time, as any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, untracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casinghead gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

(f) The term "property damage" as used in this Article includes, but is not limited to, damage to the property of the LESSEE, LESSOR and/or of any third parties caused by or resulting from LESSEE's breach of any of the covenants in this Article and shall include remedial activities performed by an Environmental Agency or by LESSEE pursuant to directives from an Environmental Agency.

5.2 **LESSOR'S Consent Required**. Beginning on the Commencement Date and continuing throughout the Term, no Hazardous Substances shall be brought upon or kept or used in or about the Leased Premises by any person whomsoever, unless LESSEE first obtains written consent

from the City Manager (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws and except for any Hazardous Substances in the existing improvements).

5.3 **Compliance with Hazardous Substances Laws**. Beginning on the Commencement Date and continuing throughout the Term and with respect to Hazardous Substances brought onto the Leased Premises by any person whomsoever other than LESSOR, its agents, employees, contractors or licensees acting within the course and scope of their duties, LESSEE shall have the absolute responsibility to ensure that the Leased Premises are used at all times and all operations or activities conducted thereupon are in compliance with all Hazardous Substances Laws and all permits, licenses and other Environmental Agency approvals required for any such activity conducted upon the Leased Premises.

5.4 **Hazardous Substances Handling**.

5.4.1 LESSEE covenants that beginning on the Commencement Date and continuing throughout the Term hereof, any Hazardous Substance brought upon the Leased Premises by any person whomsoever, shall be handled, treated, dealt with and managed in conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances. LESSEE covenants that any and all Hazardous Substances removed from the Leased Premises shall be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposition of such Hazardous Substances and wastes and only in accordance with Hazardous Substances Laws and consistent with all conditions of any and all permits, licenses and other Environmental Agency approvals required for such removal and transportation.

5.4.2 Upon expiration of the Term or earlier termination of this Lease, LESSEE shall cause all Hazardous Substances which are brought upon the Leased Premises subsequent to the Commencement Date by any person whomsoever, to be removed from the Leased Premises and to be transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Substances Laws; provided, however, that LESSEE shall not take any remedial action in response to the presence of Hazardous Substances in or about the Leased Premises, nor enter any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances Laws in any way connected with the Leased Premises, without first notifying LESSOR of LESSEE's intention to do so and affording LESSOR reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR' s interest with respect thereto.

5.5 **Notices**.

5.5.1 If at any time LESSEE shall become aware or have reasonable cause to believe that any Hazardous Substance has come to be located on or beneath the Leased Premises (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws), Lessee shall promptly upon discovering such presence or suspected presence of the Hazardous Substance give written notice of that condition to LESSOR, as provided herein.

5.5.2 In addition, LESSEE shall promptly notify LESSOR in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substances Law, (ii) any written claim made or threatened by any person against LESSEE, the Leased Premises or improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances, and (iii) any reports made to any Environmental Agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises or any improvements located thereon, including any complaints, notices, warnings or asserted violations in connection therewith.

5.5.3 LESSEE shall also supply to LESSOR as promptly as possible, and, in any event, within five (5) days after LESSEE first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or improvements located thereon or LESSEE's use thereof.

5.6 **Environmental Liabilities**. Any Hazardous Substances discovered on, under or within the Leased Premises that are in violation of the Hazardous Substances Laws, shall be the absolute responsibility of the LESSEE and LESSEE shall indemnify LESSOR pursuant to Section 5.7 and LESSEE shall be the "Indemnitor" and LESSOR shall be the "Indemnitee" as the terms are defined therein.

5.7 **Hazardous Substances Indemnification**.

5.7.1 Indemnitor agrees to and shall indemnify, defend and hold Indemnitee harmless of and from any and all claims, demands, fines, penalties, causes of action, administrative proceedings liabilities, damages, losses, costs and expenses, which are asserted against the Indemnitee for bodily injury, disease, sickness, death, property damage (including the loss of use therefrom), damage or injury to the environment or natural resources, or some or all of the foregoing, and which relate, refer, or pertain to:

(a) the existence of Hazardous Substances on, under, or over the Leased Premises, or
(b) Hazardous Substances being released into the air, water, groundwater, or onto the ground in connection with the use of or operations on the Leased Premises, or
(c) gaseous emissions (excluding methane, radon, and other naturally occurring gases) from the Leased Premises, or
(d) the use, generation, or storage of Hazardous Substances on the Leased Premises, or
(e) the disposal of Hazardous Substances, or
(f) some or all of the foregoing.

5.7.2 Indemnitor shall further indemnify, defend and hold Indemnitee harmless from and against any and all liability, including, but not limited to, all damages directly arising out of the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises before or during the Term, including, without limitation the following

when required by Hazardous Substances Laws or by governmental entities and agencies that enforce Hazardous Substances Laws (herein "Environmental Agencies"):

(a) all required or necessary inspections, investigations, applications, permits, plans, licenses, consent orders, and the like; and,
(b) all cleaning, detoxification, remediation, cleanup and disposal; and
(c) all tests, audit, monitoring, and reporting; and
(d) all fees, costs, assessments, fines and penalties charged by Environmental Agencies.

5.7.3 Indemnitor further agrees that its indemnification obligations shall include, but are not limited to, liability for damages resulting from the personal injury or death of any agent, licensee, subtenant, vendor, employee or volunteer of Indemnitor, regardless of whether Indemnitor has paid the employee under the Workers' Compensation Laws of the State of Florida, or other similar federal or state legislation for the protection of employees.

5.7.4 Indemnitor agrees that the foregoing obligations to indemnify, defend and hold Indemnitee harmless, effective pursuant to this section, extends to and includes all reasonable attorneys' fees, experts' fees and costs incurred in the defense of any of the foregoing claims or demands as well as enforcement of the provisions of this Article respecting Hazardous Substances. The indemnification provided in this Lease is effective on the Commencement Date and shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitation for such claim or cause of action.

5.7.5 Indemnitee reserves the right to select counsel of its own choosing, subject to Indemnitor approval, which shall not be unreasonably, withheld, conditioned or delayed, in the event Indemnitor is called upon to defend Indemnitee pursuant to this indemnity.

5.8 **Environmental Testing**.

5.8.1 Beginning after the Commencement Date and continuing throughout the Term, LESSOR may, upon reasonable prior written notice to LESSEE (taking into account the potential disruption of the LESSEE's operation) enter upon the Leased Premises for the purpose of conducting environmental tests ("LESSOR'S Tests") to determine the presence and/or extent of contamination by Hazardous Substances in, on, under, above, within or about the Leased Premises. LESSOR shall not be entitled to conduct the LESSOR'S Tests unless:

(a) An Environmental Agency shall have issued a notice of violation with respect to the Hazardous Substances on, within, above, about or under the Leased Premises; or
(b) LESSOR has probable cause to believe that LESSEE has violated Hazardous Substance Laws relating to the LESSEE's use of the Leased Premises.

5.8.2 **LESSOR'S Tests shall be at the sole cost and expense of LESSEE**. The cost and expenses of LESSOR'S Tests shall not be included in the scope of any indemnification set

forth in this Article, unless the LESSOR's Tests reveals the presence of Hazardous Substances at levels that are in violation of the Hazardous Substances Laws. No LESSOR'S Tests shall be conducted until LESSOR has provided to LESSEE the name of the environmental engineering firm licensed to perform such work in the State of Florida (the "Permitted Firm")

5.9 **Environmental Procedure; Consent to Assignment**.

5.9.1 Any provisions herein to the contrary notwithstanding, LESSEE, shall, at its own cost and expense, furnish to LESSOR a Phase I Environmental Assessment and/or Phase II Environmental Assessment of the Leased Premises, by a Permitted Firm. The foregoing is referred to hereinafter as the "Environmental Procedure."

5.9.2 The Environmental Procedure shall include a qualitative and quantitative analysis of the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises.

5.9.3 If the Environmental Procedure establishes the presence of Hazardous Substances at levels that are in violation of the Hazardous Substance Laws, then LESSOR may withhold consent to the assignment of the leasehold interest or any part thereof, sublease, license or concession, until security is posted with LESSOR which is deemed by LESSOR to be reasonably adequate to cover 150% of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises and any and all fines or penalties associated therewith.

ARTICLE 6 - CONDITION OF PREMISES

6.1 **LESSEE'S Acceptance and Maintenance of Leased Premises**.

6.1.1 **"AS IS" Condition**. LESSEE acknowledges that prior to the Commencement Date hereof it has performed sufficient inspections of the Leased Premises in order to fully assess and make itself aware of the condition of the Leased Premises and all improvements thereon, and that LESSEE is leasing the Leased Premises in its "AS IS" condition. Except as may be expressly set forth in or required by this Lease, LESSEE acknowledges that the LESSOR has made no other representations or warranties as to the condition or status of the Leased Premises and that LESSEE is not relying on any representations or warranties of the LESSOR or any broker(s) or agent of LESSOR in leasing the Leased Premises. Except as may be expressly set forth in or required by this Lease, LESSEE acknowledges that neither LESSOR nor any agent or employee of LESSOR has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

(a) The nature, quality or condition of the Leased Premises, including, without limitation, the water, soil and geology.
(b) The suitability of the Leased Premises for any and all activities and uses which LESSEE may conduct thereon.

(c) The compliance of or by the Leased Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body.

(d) The habitability, merchantability or fitness for a particular purpose of the Leased Premises; or

(e) Any other matter with respect to the Leased Premises.

Without limiting the foregoing, LESSOR does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, at, on, under or about the Leased Premises or the compliance or non-compliance of the Leased Premises with any laws, rules, regulations or orders regarding Hazardous Substances Laws. Hazardous Substances shall also include Radon Gas. LESSEE further acknowledges that neither LESSOR nor any agent of LESSOR has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises. Accordingly, as between LESSOR and LESSEE under this Lease, the physical condition of the Leased Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Leased Premises shall be the sole responsibility and obligation of LESSEE.

6.1.2 **Maintenance**. At its expense, LESSEE shall maintain the Leased Premises and any new improvements constructed by LESSEE in a good state of repair and in a condition consistent with the Permissible Uses set forth in Section 2.1 hereof. LESSEE shall not suffer or permit the commission of any waste or neglect of the grounds, landscaping, buildings, the fixtures and equipment that LESSEE brings, constructs or placed on the Leased Premises. LESSEE shall repair, replace and renovate the Leased Premises and all the improvements located thereon as often as is necessary to keep these items in a good state of repair.

6.2 **Condition at End of Term.** At the earlier of the expiration of the Term or termination of this Lease, LESSEE shall quit the Leased Premises and surrender it and all improvements, including all existing or to be constructed improvements thereon, including without limitation, all permanently affixed fixtures, to LESSOR, normal wear and tear excepted.

ARTICLE 7 - LIENS

7.1 **Liens against the Leased Premises**. LESSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of LESSOR in and to the Leased Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the LESSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LESSEE as to LESSOR's right, title or interest in and to the Leased Premises. All persons contracting with the LESSEE or furnishing materials, labor or services to said LESSEE, or to its agents or servants, as well as all other persons shall be bound by this provision of this Lease. Should any such lien be filed, LESSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LESSEE shall not be deemed to be the agent of LESSOR, so as to confer upon a laborer bestowing labor upon or within the Leased Premises or upon material men who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the LESSOR's

right, title or interest in and to the Leased Premises. These provisions shall be deemed a notice under Section 713.10(2), Florida Statutes of the "non-liability" of the LESSOR.

ARTICLE 8 - ENTRY AND INSPECTION OF PREMISES

8.1 **LESSOR'S Inspection and Entry Rights**. LESSOR, or any agent thereof, upon reasonable notice, shall be entitled to enter the Leased Premises during any reasonable business hours for any of the following reasons:

8.1.1 To examine the Leased Premises; or

8.1.2 To make all repairs, addition(s) or alteration(s) that LESSOR deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is in need of maintenance or repair and LESSEE fails to take appropriate curative actions; or

8.1.3 To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is not in compliance with the terms of this Lease and LESSEE has failed to take appropriate curative actions. Provided that nothing herein shall be construed in such a manner as to impose upon LESSOR the obligation to so enter the Leased Premises and perform any act referenced above.

8.2 **Annual Inspections**. Notwithstanding the foregoing, LESSOR may conduct annual inspections of the Leased Premises at LESSOR'S sole cost and expense, upon three (3) days prior written notice to LESSEE. Said inspection shall take place during normal business hours at a reasonable time mutually agreed to between the parties.

8.3 **Liability for Entry**. LESSEE, nor any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under LESSEE, or any invitees thereof shall have any claim or cause of action against LESSOR because of LESSOR's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or grossly negligent conduct of LESSOR, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

ARTICLE 9 - INSURANCE AND INDEMNIFICATION

9.1 **Indemnity**.

9.1.1 LESSEE shall protect, defend, indemnify and hold harmless the LESSOR, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Lease, conditions contained therein, the location, construction, repair, maintenance, use or occupancy of the Leased Premises or improvements located thereon, or the breach or default by LESSEE of any covenant or

provision of this Lease except for any occurrence arising out of or resulting from LESSOR's breach of this Lease or the gross negligence or intentional acts of the LESSOR, its officers, agents and employees acting within the course and scope of their employment. This indemnity shall survive termination of this Lease and is not limited by insurance coverage.

9.1.2 Without limiting the foregoing any and all such claims, suits, causes of action relating to personal injury, death, damage to property or defects in construction completed by Lessee or its subtenants or assignees, rehabilitation or restoration of the Leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of the City's Charter or any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, except for any occurrence arising out of or resulting from LESSOR'S breach of this Lease, or gross negligence or intentional acts of LESSOR, or its officers, agents and employees acting within the course and scope of their employment ("Claims"), is included in the indemnity.

9.1.3 LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the LESSOR, LESSEE shall assume and defend not only itself but also the LESSOR in connection with any such Claims and any such defense shall be at no cost or expense whatsoever to LESSOR, provided that LESSOR, exercisable by LESSOR's City Manager or Risk Manager (the "Risk Manager") shall retain the right to select counsel of its own choosing, subject to the LESSEE'S approval which shall not be unreasonably withheld, conditioned or delayed.

9.2 **LESSOR'S Liability**. In no event shall LESSOR'S liability for any breach of this Lease exceed the amount of Rent then remaining unpaid for the Term. This provision is not intended to be a measure or agreed amount of LESSOR'S liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of LESSOR hereunder except only as a maximum amount not to be exceeded in any event. This limitation does not apply to acts of malfeasance, gross negligence or intentional acts of LESSOR or its employees or agents acting within the course and scope of their employment. Furthermore, no property, whether real or personal, including the Leased Premises or other assets of LESSOR shall be subject to levy, execution or other enforcement procedure for the satisfaction of LESSEE's remedies under or with respect to this Lease and LESSOR shall not be liable for any deficiency.

9.3 **Insurance.** During the term of this Lease and during any renewal or extension term of this Agreement, the Lessee, at the Lessee's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Lessee. The Lessee shall provide the Lessor a certificate of insurance evidencing such coverage. The Lessee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Lessee shall not be interpreted as limiting the Lessee's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Lessor's Risk Manager. To the extent this section describes

insurance coverage not applicable to the purpose of the Lease, such coverages shall not be required.

The coverages, limits, and endorsements required herein protect the interests of the Lessor, and these coverages, limits, and endorsements may not be relied upon by the Lessee for assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposure, whether as a result of this Lease or otherwise. The requirements contained herein, as well as the Lessor's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this Lease.

The following insurance policies and coverages are required:

Property Coverage

Coverage must be afforded in an amount not less than 100% of the current value of the property, net of the value of the underlying land, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause.
- Any separate Flood and/or Windstorm deductibles are subject to approval by the Lessor.

The deductibles set forth above notwithstanding, the following deductibles are approved by the Lessor:

- a maximum deductible of $50,000 for Earth Movement; and
- a maximum deductible of 5% of the Replacement Cost of the property for Named Windstorm.

This policy shall insure the interests of the Lessor and Lessee in the Leased Premises against all risk of physical loss and damage, and name the Lessor as a loss payee, to extent of the value of the premises as of the date of the commencement of this lease.

All rights of subrogation shall be waived against Lessor under the property coverage policy.

The Lessee shall, at the Lessee's own expense, take all reasonable precautions to protect the Leased Premises from damage or destruction.

9.3.1 **Collection of Insurance**. In the event of destruction of or damage to over fifty percent (50%) of any of the Leased Premises or the buildings, other structures and improvements covered by insurance, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by the LESSOR, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or improvements so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances, rules, regulations, ordinances and charter of the LESSOR. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to LESSEE.

9.3.2 **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $500,000 each occurrence and $1,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

Policy must include coverage for Contractual Liability and Independent Contractors.

9.3.3 The LESSOR and the LESSOR'S officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the LESSEE. The coverage shall contain no special limitation on the scope of protection afforded to the LESSOR or the LESSOR'S officers, employees, and volunteers.

9.4 **Business Automobile Liability**

9.4.1 Coverage must be afforded for owned, hired, scheduled and non-owned vehicles for bodily injury and property damage in an amount not less than $1,000,000 combined single limit for each accident.

9.4.2 If the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

9.5 **Workers' Compensation and Employer's Liability**

9.5.1 Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Lessor must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Lessor's Risk Manager, if they are in accordance with Florida Statute.

9.5.2 The Lessee waives, and the Lessee shall ensure that the Lessee's insurance carrier waives, all subrogation rights against the Lessor and the Lessor's officers, employees, and volunteers for all losses or damages. The Lessor requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

9.5.3 The Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

9.6 **Insurance Certificate Requirements**

a. The Lessee shall provide the Lessor with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Lease.

b. The Lessee shall provide to the Lessor a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Lessee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Lease term goes beyond the expiration date of the insurance policy, the Lessee shall provide the Lessor with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Lessor reserves the right to suspend the Lease until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract date or prior date.
f. The Lessor shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The Lessor shall be granted a Waiver of Subrogation on the Lessee's Workers' Compensation insurance policy.
h. The title of this Lease, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

9.6.1 The Lessee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Lessor as an Additional Insured shall be at the Lessee's expense.

9.6.2 If the Lessee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Lessee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

9.6.3 The Lessee's insurance coverage shall be primary insurance as applied to the Lessor and the Lessor's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor covering the Lessor, the Lessor's officers, employees, or volunteers shall be non-contributory.

9.6.4 Any exclusion or provision in the insurance maintained by the Lessee that excludes coverage for work contemplated in this Lease shall be unacceptable and shall be considered breach of contract.

9.6.5 All required insurance policies must be maintained until the contract work has been accepted by the Lessor, or until this Lease is terminated, whichever is later. Any lapse in coverage shall be considered a default under this Lease. In addition, Lessee must provide to the Lessor confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Lease. The Lessor reserves the right to review, at any time, coverage forms and limits of Lessee's insurance policies.

9.6.6 The Lessee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Lease to the Lessee's insurance company or companies and the Lessor's Risk Management office, as soon as practical.

9.6.7 It is the Lessee's responsibility to ensure that any and all of the Lessee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Lessee.

9.6.8 Prior to commencement of construction activities, Lessee (or any subtenant, sublessee or other party in possession of all or a portion of the Premises) shall provide evidence of, "All Risk" Completed Value Form, Builder's Risk insurance coverage ("Builder's Risk coverage"). The Builder's Risk coverage shall remain in force at least until substantial completion of the improvements by Lessee, as evidenced by a final Certificate of Occupancy or Completion, at which time Lessee shall procure property insurance so that there is continuous coverage in force and effect with no lapse in protection. Upon expiration or termination of the Builder's Risk coverage, Lessee shall provide evidence of property insurance together with fire and extended coverage for the full value of the improvements including coverage for wind. Coverage shall be effective no later than the date of expiration of the builder's risk policy and shall remain in force thereafter throughout the Term of this Lease.

(a) Prior to the commencement of construction Lessee shall require Lessee's contractors and any subcontractors to provide the minimum insurance designated in this Lease and to include Landlord as an additional insured on any general liability and excess liability policies.

(b) If the Leased Premises is located in a federally designated flood plain, a flood insurance policy acceptable to Lessor shall also be delivered to the Lessor, providing coverage in the entirety of the Term for the maximum amount reasonably necessary to insure against the risk of loss from damage to the Leased Premises and improvements located thereon caused by a flood.

(c) Lessee agrees to cooperate with the Lessor in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Lessor in connection with this Lease.

(d) Lessor's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements from time-to-time, including, but not limited to, deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of

coverage; or any changes in the improvements, including changes in the scope of work or specifications affecting the applicability of coverage.

9.7 **Performance and Payment Bond**: On or before commencement of construction of the improvements, Lessee shall obtain from its general contractor a Performance Bond and a separate Payment Bond in favor of Lessor and Lessee, in accordance with the requirements of this Section.

9.7.1 The Performance Bond and Payment Bond shall be in the amount of One Hundred percent (100%) of the price of the construction contract for any proposed improvements, guaranteeing the parties the agreed upon performance and completion of the work covered in such contract, as well as full and complete payment of all suppliers, material persons, laborers, or subcontractors employed by the general contractor to perform work with respect to the proposed improvements. The Performance Bond and Payment Bond shall be executed by a surety company satisfying the requirements of subsection (c), below.

9.7.2 The Performance Bond and Payment Bond shall remain in force for one (1) year after final completion of the construction work, with liability equal to One Hundred Percent (100%) of the construction contract price. Lessee or Subtenant, as applicable, shall require and ensure that its general contractor maintain the Performance Bond and Payment Bond throughout the course of the construction phase of the work, and for one (1) year following the final completion and acceptance by the Lessor of the construction work for the proposed improvements.

9.7.3 The Performance Bond and Payment Bond must be executed by a surety company of recognized standing that is authorized to do business in the State as a surety, has a resident agent in the State, and has been in business with a record of successful continuous operation for at least five (5) years. The surety company shall hold a current Certificate of Authority as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the required bonding amount exceeds the underwriting limitation set forth in such circular, in order to qualify as a satisfactory surety, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 CFR Section 223.10, Section 223.11). Further, the surety company shall provide the parties with evidence satisfactory to each party, that such excess risk has been protected in an acceptable manner.

9.7.4 The Performance Bond and Payment Bond shall be unconditional, must contain dual oblige riders in favor of Lessor and Lessee, and comply with the provisions of Section 713.23 or Section 255.05, Florida Statutes.

9.7.5 Lessee, at Lessee's sole cost, shall record the executed Payment and Performance Bond as an exhibit to the Notice of Commencement in the official public records of Broward County, Florida. Lessee shall provide Lessor with a copy of the recorded Notice of Commencement prior to commencement of construction.

ARTICLE 10 - ASSIGNMENTS

10.1 **Assignment**.

10.1.1 LESSEE shall not assign its leasehold interest nor sublet, license or grant any concession for the use of the Leased Premises to another person or entity without obtaining the prior written consent of the City Commission of the City, in its reasonable discretion. LESSEE acknowledges that LESSOR approved this Lease pursuant Section 8.13 of the City's Charter and any proposed party must be a not for profit 501(c)(3) organization that engages in operations, activity and programs which serve a public purpose. Any interest of a subtenant, assignee, licensee, concessionaire or party in possession shall be subject to the terms and conditions of this Lease, such that the failure of the interested party to comply with and abide by the terms of this Lease shall be deemed a default under this Lease.

The inducement to grant a fifty (50) year lease is the representation, warranty, covenant and undertaking by Lessee that it will make substantial and material improvements, such as material renovation of the existing building on the Leased Premises which will add to the vitality of the surrounding area, provide for neighborhood compatibility and enhance the Leased Premises.
The parties contemplate that LESSEE, at its expense, will improve the Leased Premises which improvements are subject to the approval of the Lessor. In the event, Lessee fails to construct the improvements in substantial conformity with an approved set of Plans and Specifications and final site plan approval within five (5) years from the Commencement Date of this Lease, then subject to the terms set forth in Section 3.6 of Article 3, this Lease shall terminate, if not already expired, and be of no further force and effect. All parties shall be released from any further liability, except those matters which survive termination. Lessor, acting by and through the City Manager, in his sole discretion shall have the right to extend the construction period to complete the Project in the event the planned improvements are substantially complete, and the Lessee is diligently pursuing completion of the improvements according to the Approved Site Plan.

10.1.2 LESSEE shall, by written notice, advise LESSOR of its desire from and after a stated date (which shall not be less than sixty (60) days) to assign, sublet, license or grant a concession to all or a portion of its interest under this Lease for any part of the Term hereof. LESSEE shall supply LESSOR with such information, financial statements, verifications and related materials as LESSOR may reasonably request or desire to evaluate the written request to such a transfer; and in such event LESSOR shall have the right, in its reasonable discretion, to be exercised by giving written notice to LESSEE within sixty (60) days after receipt of LESSEE's notice and all of the aforesaid materials to either refuse or consent to such a transfer. Said notice by LESSEE shall state the name and address of the proposed party.

10.1.3 As a condition to LESSOR's prior written consent of the proposed transfer of interest, the proposed party shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and LESSEE shall deliver to LESSOR promptly after execution, an executed copy of such sublease, assignment

or license or concessionaire agreement and an agreement of said compliance by each subtenant, assignee, licensee or other party in possession.

10.2 **Continued Liability of LESSEE**. LESSOR'S consent to any license, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release LESSEE from any of LESSEE's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any license, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease that does not comply with the provisions of Article shall be void.

ARTICLE 11 - LESSOR'S REMEDIES

11.1 **Remedies for Nonpayment of Rent or Additional Rent or failure to make Improvements**. The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from City; (iii) Tenant's vacating or abandoning the Premises; (iv) Tenant failed to make the improvements described in the Approved Site Plan within five (5) years months after the Commencement Date or (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Tenant notice that City intends to terminate this Lease upon a specified date not less than ten (10) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the ten (10) day period and the City is so notified, this Lease will continue.

11.2 **Accord and Satisfaction**. If LESSEE pays or LESSOR receives an amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other available remedy.

11.3 **Abandonment of Leased Premises or Delinquency in Rent**. If LESSEE abandons or vacates the Leased Premises before the end of the Term or if LESSEE is in arrears in Rent or Additional Rent payments and applicable cure periods have expired, LESSOR may cancel or terminate this Lease, subject to the notice and opportunity to cure provisions set forth in Section 11.4 On cancellation or termination of this Lease, LESSOR shall be entitled to peaceably enter the Leased Premises as LESSEE's agent to regain or relet the Leased Premises. LESSOR shall incur no liability for such entry. As LESSEE's agent, LESSOR may relet the Leased Premises with or without any improvements, fixtures or personal property that may be upon it, and the reletting may be made at such price, in such terms and for such duration as LESSOR determines and for which LESSOR receives rent. LESSOR shall apply any rent received from reletting to the payment

of the rent due under this Lease. If, after deducting the expenses of reletting the Leased Premises, LESSOR does not realize the full rental provided under this Lease, LESSEE shall pay any deficiency.

11.4 **Dispossession on Default; Notice and Opportunity to Cure**.

11.4.1 If LESSEE defaults in the performance of any covenant, term, or condition of this Lease, LESSOR may give LESSEE written notice of that default, as provided in Section 12.2 If LESSEE fails to cure a default in payment of Rent or Additional Rent within twenty (20) days after notice is given, LESSOR may terminate this Lease. For defaults other than nonpayment of Rent or Additional Rent, LESSEE shall cure such default within thirty (30) days after notice is given or within such greater period of time as specified in the notice.

11.4.2 If the default (other than for nonpayment of Rent or Additional Rent) is of such a nature that it cannot be reasonably cured within time specified, LESSOR may terminate this Lease only if LESSEE fails to proceed with reasonable diligence and in good faith to cure the default within one hundred eighty (180) days after written notice is given. Thereafter, termination of this Lease may occur only after LESSOR gives not less than ten (10) days' advance written notice to LESSEE and such default remains uncured. On the date specified in the notice, the Term will end, and LESSEE shall quit and surrender the Leased Premises to LESSOR, except that LESSEE will remain liable as provided under this Lease. Notwithstanding this cure period, if the improvements contemplated in Approved Site Plan are not completed within five (5) years from the Commencement Date of this Lease, then Lessor has the right to terminate this Lease without granting any cure period.

11.4.3 On termination of this Lease, LESSOR may peaceably reenter the Leased Premises without notice to dispossessed LESSEE, any legal representative of LESSEE or any other occupant of the Leased Premises. LESSOR may retain possession through summary proceedings or otherwise and LESSOR shall then hold the Leased Premises as if this Lease has not been made.

11.5 **Damages on Default**. If LESSOR retakes possession under Section 11.4, LESSOR shall have the following rights:

11.5.1 LESSOR shall be entitled to Rent or Additional Rent that is due and unpaid, and those payments will become due immediately, and will be paid up to the time of the re-entry, dispossession or expiration, plus any expenses (including, but not limited to attorneys' fees, brokerage fees, advertising, administrative time, labor and materials related to removal of unfinished structures or reconstruction of existing facilities on the Leased Premises, etc.) that LESSOR incurs in returning the Leased Premises to good order and/or preparing it for re-letting, if LESSOR elects to re-let, plus interest on Rent and Additional Rent when due at the rate of six (6%) percent per annum.

11.5.2 LESSOR shall be entitled, but is not obligated, to re-let all or any part of the Leased Premises in LESSOR's name or otherwise, for any duration, on any terms, including but not

limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in this Lease.

11.5.3 LESSOR's election to not re-let all or any part of the Leased Premises shall not release or affect LESSEE's liability for damages. Any suit that LESSOR brings to collect the amount of the deficiency for any rental period will not prejudice in any way LESSOR's rights to collect the deficiency for any subsequent rental period by a similar proceeding. In putting the Leased Premises in good order or in preparing it for re-letting, LESSOR may alter, repair, replace, landscape or decorate any part of the Leased Premises in any reasonable way that LESSOR considers advisable and necessary to re-let the Leased Premises. LESSOR's alteration, repair, replacement, landscape or decoration will not release LESSEE from liability under this Lease.

11.5.4 LESSOR is not liable in any way for failure to re-let the Leased Premises, or if the Leased Premises are re-let, for failure to collect the rent under the re-letting. LESSEE will not receive any excess of the net rents collected from re-letting over the sums payable by LESSEE to LESSOR under this Section.

11.6 **Insolvency or Bankruptcy**. Subject to the provisions hereof respecting severability, should LESSEE at any time during the Term suffer or permit the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or an assignment of LESSEE for the benefit of creditors, or any action taken or suffered by LESSEE under any insolvency, bankruptcy, or reorganization act, such action shall at LESSOR's option, constitute a breach and default of this Lease by LESSEE and LESSEE agrees to provide adequate protection and adequate assurance of future performance to the LESSOR which will include, but not be limited to the following:

11.6.1 All monetary and non-monetary defaults existing prior to the breach or default referenced above shall be cured within the time specified above and shall include all costs and reasonable attorneys' fees expended by LESSOR to the date of curing the default.

11.6.2 All obligations of the LESSEE must be performed in accordance with the terms of this Lease. If at any time during the pendency of the bankruptcy proceeding the LESSEE or its successor in interest fails to perform any of the monetary or non-monetary obligations under the terms of this Lease, or fails to cure any pre-filing default, the LESSEE HEREBY STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C.§ 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

11.7 **Condemnation**. Upon a condemnation, LESSEE and Lessor may pursue all awards it is legally entitled to receive under the condemnation laws.

11.8 **Holding Over**. LESSEE will, at the termination of this Lease by lapse of time or otherwise yield immediate possession of the Leased Premises. Without limiting Lessor's rights and remedies

set forth in this Lease, in the event of holding over by Lessee after the expiration of the Lease Term or other termination of this Lease or in the event Lessee continues to occupy the Leased Premises after the termination of Tenant's right of possession or occupancy of the Leased Premises subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to the fair market rental for the Leased Premises. No holding over by Lessee or payments of money by Lessee to Lessor after the expiration of the term of this Lease shall be construed to extend the Lease Term or prevent Lessor from recovery of immediate possession of the Premises by summary proceedings or otherwise.

11.9 **Cumulative Remedies**. LESSOR's remedies contained in the Lease are in addition to the right of a Landlord under Florida Statutes governing non-residential Landlord-Tenant relationships and to all other remedies available to a landlord at law or in equity.

11.10 **Scrutinized Companies.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Design-Builder certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Design-Builder is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020),as may be amended or revised, or is engaged in a boycott of Israelor has been engaged in business operations in Cuba or Syria, as defined in Section 287.135,Florida Statutes (2020), as may be amended or revised.

ARTICLE 12 - MISCELLANEOUS

12.1 **Requirement for Notice**. LESSEE shall give LESSOR prompt written notice of any accidents on, in, over, within, under and above the Leased Premises in which damage to property or injury to a person occurs.

12.2 **Notices**. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Lease, each such notice, demand, request or other communication shall be in writing and any law or statute to the

contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand-delivery, overnight delivery by a national recognized service such as Federal Express, or by email to the addresses set forth below, or at such other address or addresses and to such other person or firm as LESSOR or LESSEE may from time to time designate by notice as herein provided. All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder: (a) upon receipt, if hand-delivered or (b) the next day if by overnight delivery.

To: Lessee

President
Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765
309 ½ SW 26 Street
Fort Lauderdale, FL 33315

To: Lessor

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With a Copy to:
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Fl 33301

12.3 **Time Is of The Essence**. Time is of the essence as to the performance of all terms and conditions under this Lease.

12.4 **LESSOR'S Cumulative Rights**. LESSOR's rights under this Lease are cumulative, and LESSOR'S failure to promptly exercise any rights given under this Lease shall not operate or forfeit any of these rights.

12.5 **Modifications, Releases and Discharges**. No modification, release, discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the LESSOR and LESSEE.

12.6 **Time**. In computing any period of time expressed in day(s) in this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed, shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

12.7 **Captions.** The captions, headings and title of this Lease are solely for convenience of reference and are not to affect its interpretation.

12.8 **Survival**. All obligations of LESSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this lease shall survive the expiration or earlier termination of the Term hereof.

12.9 **Delays beyond control of Lessor or Lessee**. Whenever a period of time is herein prescribed for action to be taken by LESSOR or LESSEE, LESSOR or LESSEE shall not be liable or responsible for and there shall be excluded from the computation for any such period of time, any delays due to causes which are beyond the control of LESSOR or LESSEE. Financial inability to perform or lack of funding for the Project shall not be deemed a cause beyond the control of LESSEE.

12.10 **Assignment, Pledge, Security Interest**. LESSEE may not, without LESSOR's prior written consent, grant a mortgage or other security interest, in its leasehold interest in the Leased Premises. Any grant by LESSEE of a mortgage or security interest in its leasehold interest by LESSEE without LESSOR'S prior written consent will be null and void. Nothing herein shall be construed as a right to encumber or subordinate the fee interest of the LESSOR in the Leased Premises, which encumbrance or subordination is prohibited.

12.11 **Interpretation of Lease; Severability**. This Lease shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Lease, or the application of the remainder of the provisions, shall not be affected. Rather, this Lease is to be enforced to the extent permitted by law. Each covenant, term, condition, obligation or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease, unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12.12 **Successors**. This Lease shall be binding on and inure to the benefit of the parties, their successors and permitted assigns.

12.13 **No Waiver of Sovereign Immunity**. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including LESSOR, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes, as amended.

12.14 **No Third-Party Beneficiaries**. Except as may be expressly set forth to the contrary herein, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Lease. None of the parties intend to directly or substantially benefit a third party by this Lease. The parties agree that there are no third-party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against any of the parties based on this Lease. Nothing herein shall be construed as consent by Lessor to be sued by third parties in any manner arising out of any Lease.

12.15 **Non-Discrimination**. LESSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Lease because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

12.16 **Records**. Each party shall maintain its own respective records and documents associated with this Lease in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

12.16.1 LESSEE and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with construction and/or maintenance of the Leased Premises shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services rendered.

(b) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to LESSEE for the duration of the Lease and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to CITY.

(d) Upon completion of said construction at the Leased Premises, transfer, at no cost, to CITY all public records in possession of LESSEE or Contractor or keep and maintain public records required by CITY to perform the service. If Contractor transfers all public records to CITY upon completion of the construction on the Leased Premises, LESSEE and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE or Contractor keeps and maintains public records upon completion of any construction on the Leased Premises, LESSEE and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

(e) **If LESSEE or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to LESSEE or Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.**

12.17 **Entire Agreement**. This document 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 of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.18 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease has been their joint effort.

12.19 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease and, therefore, is a material term hereof Any party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

12.20 **Governing Law**. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LESSEE expressly waives whatever other privilege to venue it may otherwise have.

12.21 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Lease if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LESSEE be deemed Force Majeure.

12.22 **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12.23 **Loss of Non-Profit Status**. LESSEE is a tax-exempt organization as recognized by the Internal Revenue Service. If LESSEE's non-profit status is revoked by the IRS due to LESSEE's actions (as opposed to changes in the law governing non-profits), such revocation shall constitute an event of default under this Lease and LESSOR shall be entitled to exercise any and all remedies available under this Lease, including, termination of this Lease. LESSEE is the bargaining agent for fire and rescue employees for the City of Fort Lauderdale. If, pursuant to F.S. 447.308, or other authority, Lessee is decertified as the agent, then Lessee shall have ninety (90) days from the date of decertification to present a successor lessee to the City which the City may accept or reject in

its sole discretion. If the parties cannot agree on an acceptable replacement, then the City upon decertification, reserves the right to terminate this Lease and shall provide at least sixty (60) notice to Lessee to vacate the Leased Premises.

12.24 **Broker**. Each party hereby represents and warrants to the other, that it has neither contacted nor entered into an agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, or taken any action that would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to the transaction contemplated by this Lease. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting to the other party from a breach of the representation made by the indemnifying party in this Section.

12.25 **Public Entity Crime**. As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Commencement Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

12.26 **Waiver of Jury Trial.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

[Signature Pages to Follow]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written below.

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

_____

By: _____
Dean J. Trantalis, Mayor

_____
[Witness print or type name]

Date: _____

_____

By: _____
Christopher J. Lagerbloom, ICMA-RC
City Manager

_____
[Witness print or type name]

Date: _____

ATTEST:

(CORPORATE SEAL)

_____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

_____
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ___day of_____, 20__, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

_____
Notary Public Signature

(SEAL)

_____
Name of Notary Typed
My Commission Expires:

_____
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this _____ day of _____, 20__, by Christopher J. Lagerbloom, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

_____
Notary Public, State of Florida

_____
Name of Notary Typed,
Printed or Stamped.
My Commission Expires:

_____
Commission Number

WITNESSES:

FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765, a Florida not-for-profit corporation

_____

By: _____

_____
Type or print name

Name: _____
Title: _____

_____

Date: _____

_____
Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this _____ day of _____, 20___, by (Name)_____ whom is (Title) _____ of FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765, a Florida not-for-profit corporation, on behalf of said corporation. He/ She is personally known to me or produced (Insert Proof of Identification) _____ as identification and did / did not take an oath.

(SEAL)

_____
Notary Public signature

_____
Name Typed, Printed or Stamped
My Commission Expires:
Commission Number: