

RESOLUTION NO. 21-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING EXECUTION OF A LEASE PURSUANT TO SECTION 8.13 OF THE CITY CHARTER OF CITY-OWNED PROPERTY KNOWN AS THE FIRE PREVENTION BUREAU BUILDING LOCATED AT 2000 NE 16TH STREET, FORT LAUDERDALE, FLORIDA, 33304, AS MORE PARTICULARLY DESCRIBED BELOW, TO FORT LAUDERDALE PROFESSIONAL FIREFIGHTERS, INC. IAFF LOCAL 765, A FLORIDA NOT-FOR-PROFIT CORPORATION, TO BE USED FOR PURPOSES CONSISTENT WITH THE PUBLIC GOOD FOR A TERM NOT TO EXCEED FIFTY (50) YEARS AT AN ANNUAL RENT OF ONE DOLLAR (\$1.00) SUBJECT TO FURTHER TERMS AND CONDITIONS; REPEALING ANY AND ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AUTHORIZING EXECUTION OF SAME BY THE PROPER CITY OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 21-102, the City Commission of the City of Fort Lauderdale, Florida, declared its intent to lease City-owned property located at 2000 NE 16 Street, Fort Lauderdale, Florida 33304 ("Leased Premises"), to the Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765, a Florida not-for-profit corporation (hereinafter, "LESSEE"), for a term not to exceed fifty (50) years for the annual rent of One and No/100 (\$1.00) Dollar; and

WHEREAS, the Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765 will provide a public benefit by: (i) rehabilitating a structure with architectural significance, (ii) providing administrative offices for Fort Lauderdale firefighters, and (iii) providing educational and informative seminars on life and fire safety matters; and

WHEREAS, pursuant to Resolution No. 21-102, the Notice of Public Hearing was published in the official newspaper of the City of Fort Lauderdale for two (2) issues prior to the date set for considering the proposed Lease of the Leased Premises, with the first publication being not less than ten (10) days before the date of the public hearing; and

WHEREAS, a copy of the proposed Lease has been posted on the City's public bulletin board and distributed to the City Commissioners at least three (3) days prior to the July 6, 2021, public hearing; and

WHEREAS, the City Commission finds that Lessee's planned use of the Leased Premises is consistent with the public good while simultaneously rehabilitating the facility and the City wishes to encourage and assist same; and

WHEREAS, the citizens and taxpayers have been given the opportunity to object to the execution, form or conditions of the proposed Lease; and

WHEREAS, the City Commission finds acceptable the terms and conditions of the proposed Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA AS FOLLOWS:

SECTION 1. That the Recitals set forth are true and correct and incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, pursuant to City Charter Section 8.13, hereby approves the Lease Agreement of the Leased Premises to Fort Lauderdale Professional Firefighters, Inc. IAFF Local 765, and declares that leasing the below-described property to Lessee for a term not to exceed fifty (50) years with for the annual rent of One Dollar (\$1.00) is consistent with the public good. The real property known as the Fire Prevention Bureau Building located at 2000 NE 16 Street, Fort Lauderdale, Florida 33304, is more particularly 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.

(Hereinafter, "Leased Premises")

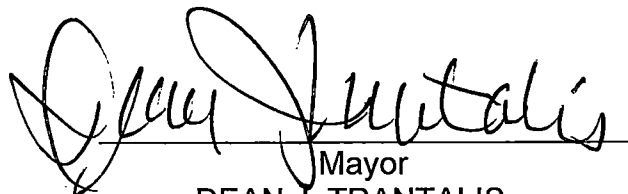
ALSO KNOWN AS: 2000 NE 16 STREET, FORT LAUDERDALE,
Florida, 33304

SECTION 3. That the City Commission hereby authorizes execution of the Lease Agreement by the proper City Officials, in substantially the form attached hereto, subject to final review and approval by the City Attorney's office, with acceptable terms and conditions of the proposed Lease being (i) Lease Term for fifty (50) years at \$1.00 per year, (ii) Lessee agrees to make improvements, renovations, and/or additions at Lessee's own cost and expense, (iii) Lessee agrees to preserve the architectural character of the exterior building to the maximum extent possible, and (iv) Lessee agrees to provide educational and informative seminars on life and fire safety matters for the public.

SECTION 4. That any and all Resolutions in conflict herewith are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 6th day of July, 2021.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
JEFFREY A. MODARELLI

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

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.

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.

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

- (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:

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.

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

- (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

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

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.

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

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

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

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 Israel or 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

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.

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

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

WITNESSES:

[Witness print or type name]

[Witness print or type name]

**CITY OF FORT LAUDERDALE, a
Florida municipal corporation**

By: _____
Dean J. Trantalis, Mayor

Date: _____

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

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.

(SEAL)

Notary Public Signature

Name of Notary Typed
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: