



FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Florida Fish and Wildlife Conservation Commission, an agency of the State of Florida ("Lessee") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into a Lease Agreement, dated April 12, 2016 (the "Agreement"), pursuant to which County leased an 11,585 square foot building with related improvements to Lessee, located on 2.3 acres of land at Port Everglades. The Agreement expires on December 31, 2028.

B. The Parties desire to extend the term through December 31, 2035, update the provisions related to improvements, and update miscellaneous provisions.

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

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

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Article 2 of the Agreement is amended as follows (original bolding/underlining omitted):

2. TERM AND COMMENCEMENT DATE

The term of this Agreement shall begin upon the date that the last party signs same ("Commencement Date"), and end on ~~the 31st day of December, 2028~~
December 31, 2035 ("Lease Term"), unless sooner terminated as provided herein.

4. Article 3 of the Agreement is amended as follows (original bolding/underlining omitted):

3. RENTAL, FEES, AND CHARGES

~~A. RENTAL PAYMENTS~~

Pursuant to Section 32.6~~(c)~~.d., Broward County Administrative Code, rental payments are waived due to the governmental purposes for which the Premises are to be used; which use serves a public purpose.

5. Article 8 of the Agreement is deleted in its entirety and replaced with the following (strikethroughs/underlining omitted):

8. IMPROVEMENTS

A. Required Approval. No improvements, alterations, additions, or renovations (collectively, the "Improvements") are permitted on the Premises unless Lessee obtains the prior written approval of the Port Everglades Department (the "Port Department").

B. Required Contract Documents for Improvements. Prior to the commencement of any Improvements, Lessee shall submit to the Port Department a complete set of the contract documents for approval by the Port Department (one (1) hard copy and one (1) .pdf format). Contract documents shall include, at a minimum, a site plan and complete plans and specifications of any contemplated construction. Unless otherwise agreed in writing by the Port Department, the plans and specifications shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (i) working drawings, (ii) technical specifications, (iii) schedule for accomplishing the Improvements, and (iv) such other information as may be required by the Port Department. All Improvements must be made in accordance with the requirements set forth in this Agreement. All of the plans and specifications shall be in such detail as may reasonably permit the Port Department to determine whether the construction will be consistent with the standards set forth in this Agreement. Any plans and specifications that have received the Port Department's written approval, and any amendments and changes thereto that have received the Port Department's written approval, are hereinafter referred to collectively as "Approved Plans." No construction may be performed on the Premises except pursuant to Approved Plans.

C. Changes to Approved Plans. No material changes shall be made to any Approved Plans without the prior written approval of the Port Department. Any change that requires the issuance of a building permit or modifies an existing building permit shall be considered a material change.

D. Compliance with Law. All Improvements, including the plans and specifications relating to same, shall conform to all applicable law, including all state, federal, county, and local agency (including all divisions and departments of County) statutes, ordinances, building codes, fire codes, rules, regulations, and design standards. The approval by the Port Department of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility therefor shall at all times remain with Lessee.

E. Ownership. All Improvements to the Premises that are nailed, bolted, stapled, or otherwise affixed to the Premises and not readily removable, whether or not such may be deemed a trade fixture, shall be considered Lessee's property during the Lease Term, shall become County's property upon the expiration or earlier termination of this Agreement, and shall be surrendered with and remain on the Premises upon the expiration or earlier termination of this Agreement without cost to, or reimbursement by, County; provided, however, the Port Department shall have the right, in its sole discretion, to require Lessee, at Lessee's sole cost, to remove any such Improvements.

F. Certified Statements. Within one hundred and twenty (120) days after the completion of any Improvements, unless otherwise agreed in writing by the Port Department, Lessee must provide to the Port Department: (a) a certified statement from the construction contractor(s) stating that the Improvements are free and clear of all liens, claims, or encumbrances by any material supplier, subcontractor, or laborer, and that all such fees and charges have been paid; and (b) a certified statement from the architect or engineer stating that the Improvements have been constructed in accordance with Approved Plans and in compliance with all applicable law, including all federal, state, local, and County laws, rules, ordinances, regulations, and building codes. Lessee shall provide, upon request, such back-up documentation and releases of lien as may be required by the Port Department.

G. Liens. Lessee represents, warrants, and covenants to County that the Premises and all Improvements shall be at all times free and clear of all liens, claims, and encumbrances created by Lessee or Lessee's agents, contractors, employers, officers, or invitees. If any such lien or notice of lien shall be filed against the Premises or any Improvements, Lessee shall, within thirty (30) days after notice of the filing thereof, cause same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction.

H. As-Built Plans and Specifications. Within one hundred twenty (120) days after the completion of any Improvements, unless otherwise agreed in writing by the Port Department, Lessee shall, at its expense, provide the Port Department with a complete set of "as-built" plans and specifications (one (1) hard copy and one (1) .pdf format), including mylar reproducible "record" drawings, and a complete set of machine-readable disks containing electronic data in an AUTOCAD format that meets the Port Department's graphic standards of the "as-constructed" or "record" plans for such Improvements (one (1) hard copy and one (1) .pdf format).

I. Approval from Other Governmental Agencies for Lessee's Improvements. In addition to the Port Department's approval, Lessee shall be responsible for obtaining all construction permits, complying with inspection requirements of the Broward County edition of the current South Florida Building Code, and obtaining any other required approval from all other agencies having jurisdiction over any Improvements, including, but not limited to, departments, divisions, or offices of County, any municipality, the State of Florida, and the federal government.

J. Americans with Disabilities Act Compliance. All Improvements made to the Premises by Lessee shall be in conformity and consistent with the Americans with Disabilities Act of 1990, as amended.

K. Failure to Obtain Approval. If any Improvement is made without the approvals required pursuant to this article, then, upon written notice, Lessee shall remove the same, or, at the option of the Port Department, cause the same to be changed to the satisfaction of the Port Department. In the case of any failure on the part of Lessee to comply with such notice, County may affect the removal or change, and Lessee shall pay the cost thereof to County within ten (10) days following written demand for said payment.

L. Impact on Public Areas. During construction of any Improvements, Lessee shall maintain the public areas in the same manner and cleanliness as provided by County. Any such Improvements shall be made within the time specified in the approval from the Port Everglades Department and shall be undertaken with the least disturbance possible to the public and the operation of Port Everglades.

M. Prevailing Wage Requirement. If construction work in excess of \$250,000 is required of, or undertaken by, Lessee as a result of this Agreement, then Section 26-5 of the Broward County Code of Ordinances (the "Code") shall apply to such construction work, the provisions of Section 26-5(a) of the Code shall be deemed incorporated as if expressly set forth herein, and Lessee must submit, as requested by the Port Department, a completed Statement of Compliance in the form available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.

N. Construction and Labor and Material Bonds. Before commencing any work or construction of Improvements, Lessee shall obtain or require the contractor(s) to maintain, at all times, a valid payment bond and a valid performance bond, each of which shall be in form and content satisfactory to County and in an amount not less than the amount covering the full amount of the work being performed; provided, however, the Port Department, in its sole discretion, can waive this bond requirement for Improvements valued at \$200,000 or less in accordance with Section 255.05, Florida Statutes, as amended. Such bonds must guarantee to County the completion and performance of the work being performed as well as full payment of all suppliers, laborers, and subcontractors employed in the performance of the project. The bonds must continue in effect for one year after final completion and acceptance of the work. The bonds must be executed by a surety company of recognized standing, authorized to do business in the state of Florida as a surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least the immediately preceding five (5) years. In addition, the surety company must meet at least one of the following additional qualifications:

1. The surety company must hold a current certificate of authority as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, as revised. If the amount of the bond exceeds the underwriting limitation set forth

in the circular, in order to qualify, the net retention of the surety company must 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, as revised (including 31 C.F.R. Section 223.10 and Section 223.111). Further, the surety company must provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

2. The surety company must have at least the following minimum ratings in the latest revision of Best's Insurance Reports, published by A.M. Best Company:

<u>Amount of Bond</u>	<u>Ratings</u>	<u>Financial Category</u>
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

In lieu of such bonds, Lessee may furnish an alternate form of security, which may be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternate forms of security must be for the same purpose and subject to the same conditions as those applicable above, and must be held by County and remain in effect for one (1) year after final completion and acceptance of the work.

It is understood and agreed that Lessee shall be responsible for payment of all costs and expenses relating to (i) Lessee's Improvements, including, but not limited to, the design, permitting, and construction thereof; and (ii) all other improvements necessary to Lessee's use of the Port facilities, including, but not limited to, improvements mandated by any governmental authority having jurisdiction over the Port facilities.

O. Construction Contract Provisions. Lessee shall include substantially the following provision in all contracts it enters into with any contractors in connection with construction or repairs to any Improvements located on the Premises:

"Contractor shall indemnify and hold harmless Broward County, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by breach of this agreement by contractor or by the negligence, recklessness, or intentional wrongful conduct of contractor or other persons employed or utilized by contractor in the performance of this agreement. These provisions shall survive the expiration or any other termination of this agreement. To the extent considered necessary by Lessee and Broward County, any sums due contractor under this agreement may be retained by Lessee until all of Lessee and

Broward County's claims for indemnification under this agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Lessee. These indemnification obligations shall survive the termination of this agreement."

P. CBE. In the construction of Improvements on the Premises, Lessee shall comply with all applicable requirements in the Broward County Business Opportunity Act, Section 1-81, et seq., of the Code. Failure by Lessee to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or applicable law, all such remedies being cumulative. For purposes of this section, "County Business Enterprise" or "CBE" means an entity certified as meeting the applicable requirements of Section 1-81, et seq., of the Code.

1. Prior to the commencement of construction of any Improvements, Lessee must submit Letter(s) of Intent (as defined in Section 1-81.1 of the Code) to satisfy the CBE goal established herein. The Letter(s) of Intent must be submitted by the date specified in Section 1-81.5 of the Code.

2. Lessee must meet or exceed the required CBE goal by utilizing the CBE firms listed in the Letters of Intent (or a CBE firm substituted for a listed firm, if permitted) for twenty-five percent (25%) of the Contract Value (as defined in Section 1-81.1 of the Code) (the "Commitment"), for the scope of work and the percentage of work amounts identified on each Letter of Intent. Lessee shall enter into formal contracts with the CBE firms listed in the Letters of Intent prior to commencement of the construction of the applicable Improvements and, upon request, shall provide copies of the contracts to the Port Department and the Broward County Office of Economic and Small Business Development ("OESBD").

3. Each CBE firm utilized by Lessee to meet the CBE goal must be certified and their participation approved in advance by OESBD. Lessee shall inform County immediately when a CBE firm is not able to perform or if Lessee believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Lessee to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Lessee shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Lessee shall notify County, and OESBD may adjust the CBE goal by written notice to Lessee.

4. The Parties stipulate that if Lessee fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting.

If Lessee fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Lessee failed to make Good Faith Efforts (as defined in Section 1-81.1 of the Code) to meet the Commitment, Lessee shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Lessee failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total Contract Value (as defined in Section 1-81.1 of the Code). An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Lessee's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81, et seq., of the Code. Lessee acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE firm where the OESBD Program Director has determined that such inability is due to no fault of Lessee, shall not be deemed a failure by Lessee to meet the Commitment.

5. Lessee acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, et seq., of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Lessee and shall include a deadline for Lessee to notify County in writing if Lessee concludes that the modification exceeds the authority under this section. Failure of Lessee to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Lessee.

6. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, or other change to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, and changes, increases the initial Contract Value by ten percent (10%) or more. Lessee shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or other change, and shall report such efforts, along with evidence thereof, to OESBD.

7. Lessee shall provide monthly utilization reports, using the form available at <https://www.broward.org/EconDev/SmallBusiness/Pages/Compliance.aspx> or such other form or system as may be designated by OESBD, to the Port Department, to OESBD at SBCOMP@broward.org, and to the Small Business Specialist identified by OESBD. In addition, Lessee shall allow County to engage in onsite reviews to monitor Lessee's progress in achieving and maintaining the Commitment. The Port Department, in conjunction with OESBD, shall perform such review and monitoring, unless otherwise determined by the Broward County Administrator.

8. Lessee shall demonstrate timely payments of sums due to all contractors and suppliers of all construction and improvements provided in the Agreement. The presence of a "pay when paid" provision in a Lessee's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.
6. Article 28, Section R of the Agreement is deleted in its entirety and replaced with the following (strikethroughs/underlining omitted):

R. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Lessee and its contractors, subcontractors, and sublessees that are related to this Agreement. Lessee and its contractors, subcontractors, and sublessees shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Lessee and all contractors, subcontractors, and sublessees shall make same available to County in written form at no cost and allow County to make copies. Lessee shall provide County with reasonable access to Lessee's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Lessee and all contractors, subcontractors, and sublessees shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Lessee expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Lessee hereby grants County the right to conduct such audit or review at Lessee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Lessee shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Lessee shall pay to County any underpaid amount identified as a result of an audit, regardless of the amount of the underpayment. If an audit in accordance with this section reveals underpayments to County of any nature by Lessee in excess of five percent (5%) of the applicable contract billings reviewed by County, in addition to making adjustments for the underpayments, Lessee shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit shall be made within thirty (30) days after presentation of County's findings to Lessee.

Lessee shall ensure that the requirements of this section are included in all agreements with all contractors, subcontractors, and sublessees.

7. Article 28, Section S of the Agreement is deleted in its entirety and replaced with the following (strikethroughs/underlining omitted):

S. Representations and Warranties.

1. Representation of Authority. Lessee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Lessee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Lessee has with any third party or violates applicable law. Lessee further represents and warrants that execution of this Agreement is within Lessee's legal powers, and each individual executing this Agreement on behalf of Lessee is duly authorized by all necessary and appropriate action to do so on behalf of Lessee and does so with full legal authority.

2. Contingency Fee. Lessee represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Lessee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Lessee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

3. Public Entity Crime Act. Lessee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Lessee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Lessee has been placed on the convicted vendor list.

4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Lessee represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Lessee represents and certifies that it is not, and throughout the Lease Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Lessee represents that it is, and throughout the Lease Term will remain, in compliance with Section 286.101, Florida Statutes.

5. Claims Against Lessee. Lessee represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Lessee, threatened against or affecting Lessee, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Lessee to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Lessee or on the ability

of Lessee to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6. Verification of Employment Eligibility. Lessee represents that Lessee and each sublessee have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Lessee violates this section, County may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by County due to the termination.

7. Prohibited Telecommunications. Lessee represents and certifies that Lessee and all sublessees do not use, and throughout the Lease Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Lessee hereby attests under penalty of perjury as follows: Lessee is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Lessee; and the undersigned authorized representative of Lessee declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

9. Polystyrene Food Service Articles. Lessee shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.172, Broward County Administrative Code.

10. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Port Department, Lessee is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Lessee must ensure that any use of generative artificial intelligence tools by Lessee and/or its contractors, subcontractors, and/or sublessees does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training.

Lessee must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11. Nondiscrimination. Lessee and its sublessees shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by applicable law in the performance of this Agreement. Lessee shall include the foregoing or similar language in its contracts with sublessees, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12. Public Records. County is a local government entity subject to Florida public records laws, including Chapter 119, Florida Statutes. Lessee shall comply with all applicable provisions of the Florida public records laws, and any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement.

8. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Lessee, Lessee hereby attests under penalty of perjury that Lessee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Lessee declares that they have read the foregoing statement and that the facts stated in it are true.

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

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

11. Lessee acknowledges that through the date this Amendment is executed by Lessee, Lessee has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__; and Florida Fish and Wildlife Conservation Commission, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By Carlos Rodriguez-Cabarrocas 3/30/2026 | 12:46:01 PM PDT
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

CRC/cr
FWC First Amendment
3/13/2026
#80040-2000

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

LESSEE

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

By: **Jessica Crawford**
Authorized Signer

Digitally signed by Jessica
Crawford
Date: 2026.03.27
13:55:51 -04'00'

Jessica Crawford - Chief of Staff
Print Name and Title

27th ____ day of March, 2026