

## LEASE AGREEMENT BETWEEN BROWARD COUNTY AND RESOLVE FIRE AND HAZARD RESPONSE, INC.

This Lease Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Resolve Fire and Hazard Response, Inc., a Florida corporation (“Lessee”) (each a “Party” and collectively referred to as the “Parties”).

### RECITALS

A. County owns and operates Port Everglades, a deep-water port located in Broward County, Florida.

B. The Parties entered into a lease agreement, dated April 8, 2021, as amended by a First Amendment, dated March 31, 2023, wherein County leased certain real property at Port Everglades to Lessee to operate a firefighting training and instruction facility (as amended, the “Prior Lease”). Pursuant to such Prior Lease, Lessee agreed to provide Broward Sheriff Office (“BSO”) Fire Rescue Station Number 6 Personnel (hereinafter defined) with training and instruction, at agreed upon rates, the value of which would be credited against rent due to County. Any difference between the rent due and the value of the training and instruction actually provided by Lessee to BSO Fire Rescue Station Number 6 Personnel would be paid by Lessee to County within thirty (30) days after the end of each year.

C. The Prior Lease expires on April 30, 2026.

D. The Parties desire to enter into a new lease agreement for the same property upon the terms and conditions set forth in this Agreement.

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

### ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **BSO Fire Rescue Station Number 6 Personnel** means any BSO firefighter(s) assigned to BSO Fire Rescue Station Number 6, located at 1901 Eller Drive, Fort Lauderdale, Florida 33316, and any other BSO personnel who may assist BSO Fire Rescue Station Number 6 in responding to and/or managing maritime emergencies at Port Everglades.

1.4. **Business Days** means Monday through Friday of each week, exclusive of holidays observed by County, between the hours of 8:00 a.m. and 5:00 p.m. (Eastern).

1.5. **Code** means the Broward County Code of Ordinances.

1.6. **Lease Year** means the twelve (12) month period beginning on the Commencement Date (hereinafter defined) and ending twelve (12) months thereafter (“Lease Year 1”), and each twelve (12) month period thereafter until the date this Agreement expires or terminates.

1.7. **Port Department** means the County department established pursuant to Section 16.1 of the Broward County Administrative Code and responsible for administering and operating Port Everglades. All approvals by the Port Department required by this Agreement require the written approval of the Port Director or their written designee.

1.8. **Port Director** means the Chief Executive/Port Director of the Port Department.

1.9. **Port Everglades** or **Port** means the deep-water port located on the lower East Coast of the Florida peninsula at the adjoining city limits of the City of Fort Lauderdale, the City of Hollywood, and the City of Dania Beach, and all port facilities located thereon, as more specifically defined in the Tariff.

1.10. **Tariff** means Port Everglades Tariff Number 12, as amended, which is electronically filed with the U.S. Federal Maritime Commission, filed in the FMC-ATFI system, and located at <https://www.porteverglades.net/development/tariff>.

## ARTICLE 2. PREMISES

2.1. **Premises.** Subject to the terms of this Agreement, County leases to Lessee that certain real property comprised of Thirty-one Thousand Seven Hundred Forty-three and 9/10 (31,743.9) square feet of land, as more particularly described on **Exhibit A**, together with all County improvements located thereon (the “Premises”). The Premises defined in this section may be amended upon agreement of the Parties, with County acting through its Port Director. Any such amendment shall proportionally adjust the rates to be paid by Lessee based on the amount of square footage lost or gained by Lessee.

2.2. **Condition of Premises.** County makes no representations or warranties whatsoever as to: (i) the condition of the Premises; (ii) whether the Premises complies with Applicable Law; or (iii) any permitted or available use of the Premises, including their habitability or fitness for any particular purpose. The Premises is demised in “**AS IS CONDITION**” and “**WITH ALL FAULTS.**” Lessee represents, acknowledges, and agrees that it has had sufficient opportunity to inspect the Premises and accepts the Premises in “**AS IS CONDITION**” and “**WITH ALL FAULTS.**” Lessee releases County from any and all claims and liabilities relating to or on account of the condition of the Premises or any failure of any of its component parts to be in working order, as applicable.

2.3. **Use of Premises.** Lessee may use the Premises solely for the purpose of operating a firefighting training and instruction facility and all activities reasonably necessary for such use (collectively, “Approved Use”). Such trainings and instruction may be provided by BSO firefighters and personnel, U.S. Coast Guard licensed mariners, passenger cruise line personnel, and/or other professional firefighters. Lessee shall conduct its operations in an orderly and commercially reasonable manner considering the nature of its operations and in compliance with this Agreement, Applicable Law, and the Tariff.

2.4. **Prohibited Use(s) of Premises.** Lessee will not use, or allow or permit others to use, any portion of the Premises: (a) for any purpose whatsoever, other than for the Approved Use, without the prior written consent of the Port Director; (b) in competition with any business conducted by County; (c) in any way that may unreasonably annoy, disturb (whether via vibrations, noise, or otherwise), endanger, or be offensive to any other user or tenant at Port Everglades; (d) in any way that may commit waste or cause injury on or about the Premises; (e) in any way that may cause the creation of any nuisance from dust, smoke, obnoxious odors, fumes, vapors, noise, or otherwise; or (f) to keep or store any explosives without the required notification to and prior approval of the BSO Fire Rescue Department located at Port Everglades. Lessee will not conduct, or allow or permit others to conduct, any welding or burning on the Premises until all required permits from County, the City of Hollywood, Florida, and the U.S. Coast Guard have been obtained, as applicable. County will not unreasonably withhold the issuance of any welding or burning permits that may be issued by County. Lessee shall provide the Port Department with evidence that it has obtained all required permits within one (1) day after the Port Department’s written demand therefor.

**ARTICLE 3. TERM**

3.1. **Effective Date.** This Agreement shall become effective on the date it is executed by the last of the Parties executing this Agreement (“Effective Date”).

3.2. **Term.** This Agreement begins on May 1, 2026 (“Commencement Date”), and runs through April 30, 2031 (“Term”), unless otherwise terminated as provided in this Agreement.

3.3. **Termination for Convenience.** In addition to any other rights of termination provided in this Agreement, this Agreement may be terminated for convenience by either Party, with County acting through its Port Director, with at least six (6) months’ advance written notice to the other Party. Each Party acknowledges that it has received good, valuable, and sufficient consideration for its right to terminate this Agreement for convenience including in the form of each Party’s obligation to provide advance written notice to the other Party of such termination in accordance with this section. Termination for convenience shall not relieve Lessee of any liabilities or obligations under this Agreement that have accrued on or prior to the effective date of termination, or that survive termination of this Agreement. Upon the expiration or earlier termination of this Agreement, Lessee shall cease all operations upon the Premises, vacate and surrender the Premises as set forth in this Agreement, and pay in full all fees and other amounts payable to County then due and owing, as set forth in Section 4.3, and County shall be released and relieved of all liability under this Agreement.

**ARTICLE 4. RENTALS, FEES, AND SECURITY DEPOSIT**

4.1. **Rent.** During the Term, Lessee shall pay rent (“Rent”) to County for the Premises on an annual basis, in the applicable amounts set forth below, plus any applicable taxes. Lessee shall pay Rent, in arrears, on the last day of each Lease Year. For Lease Years 1 through 5, the applicable amounts are as follows (excluding any applicable taxes, which shall be paid by Lessee):

| Lease Year   | Annual Rent |
|--------------|-------------|
| Lease Year 1 | \$85,391.04 |

| Lease Year   | Annual Rent  |
|--------------|--------------|
| Lease Year 2 | \$92,692.20  |
| Lease Year 3 | \$100,628.16 |
| Lease Year 4 | \$108,881.52 |
| Lease Year 5 | \$118,404.72 |

4.2. Service Credit. Lessee’s payment of Rent shall be credited as set forth in this section.

4.2.1. On or before the last day of each Lease Year, Lessee’s Rent for such Lease Year shall be credited by the following (collectively, the “Service Credit”):

For Lease Year 1:

- i. Three Hundred and Twenty-two and 00/100 Dollars (\$322.00) per person, per 4-hour block of training/instruction provided to BSO Fire Rescue Station Number 6 Personnel at the Premises (“Single-Day Training”); and
- ii. One Thousand Four Hundred Thirty and 00/100 Dollars (\$1,430.00) per person, per National Fire Protection Association-certified multi-day training/instruction provided to BSO Fire Rescue Station Number 6 Personnel at the Premises (“Multi-Day Training”).

For subsequent Lease Years:

| Lease Year   | CPI Increase* | Single-Day Training | Multi-Day Training |
|--------------|---------------|---------------------|--------------------|
| Lease Year 2 | 8.55%         | \$350               | \$1,552            |
| Lease Year 3 | 8.56%         | \$380               | \$1,685            |
| Lease Year 4 | 8.20%         | \$411               | \$1,823            |
| Lease Year 5 | 8.75%         | \$447               | \$1,983            |

\* The CPI Increase is shown for informational purposes only; the applicable annual increase in the credit amount is already included in the rates set forth above.

The Single-Day Training and Multi-Day Training (collectively, the “Trainings”) are more fully described in **Exhibit B**. The Trainings and the applicable Service Credit may be amended by the Parties through an amendment to this Agreement, with the Port Director authorized to execute same on behalf of County.

4.2.2. To receive the applicable Service Credit, if any, the Trainings must be provided free of charge to BSO and must substantially comply with the training descriptions set forth in **Exhibit B**.

4.2.3. To receive the applicable Service Credit, if any, Lessee must provide the Port Department with a monthly written report on or before the last day of each month detailing

the total dollar value of the Service Credit for such month in as much detail as may requested by the Port Department to substantiate the Service Credit, including, but not limited to, dates of Trainings, names/title of BSO Fire Rescue Station Number 6 Personnel who took the Trainings, and acknowledgment of receipt of Trainings (signed by the District Chief for Fire Rescue Station 6).

4.2.4. To receive the applicable Service Credit, if any, Lessee must provide the Port Department with a written report on or before the last day of each Lease Year detailing the total dollar value of the Service Credit for such Lease Year in as much detail as may requested by the Port Department to substantiate the Service Credit, including, but not limited to, dates of Trainings, names/title of BSO Fire Rescue Station Number 6 Personnel who took the Trainings, and acknowledgment of receipt of Trainings (signed by the District Chief for Fire Rescue Station 6).

4.2.5. The Service Credit for any Lease Year shall never exceed the applicable Rent for that Lease Year. Any Trainings provided to BSO Fire Rescue Station Number 6 Personnel for which the value, as calculated by this section, exceeds the Rent for such Lease Year, will not result in any additional Service Credit and will not otherwise be paid by or reimbursed by County.

4.2.6. County will not provide a Service Credit to Lessee, or otherwise pay or reimburse Lessee, for any Trainings provided to any person(s) other than BSO Fire Rescue Station Number 6 Personnel, or for any trainings other than the Trainings set forth in **Exhibit B** (whether provided to BSO Fire Rescue Station Number 6 Personnel or other person(s)).

4.2.7. The rates set forth in Section 4.1 represent the rates for the Trainings provided by Lessee to BSO Fire Rescue Station Number 6 Personnel at the Premises. Lessee represents that such rates are equal to (or below) the rates charged by Lessee to other person(s) who partake in such Trainings at the Premises. If the Port Department determines and/or discovers that Lessee provides the Trainings to other person(s) at the Premises for lower rates than the rates set forth in Section 4.1, then, notwithstanding Section 4.1, upon written notification by the Port Director, the rates set forth in Section 4.1 shall be reduced to such lower rates as of the date of such written notification without the need for an amendment to this Agreement. Notwithstanding the above, Lessee must immediately notify the Port Department if Lessee, at any time during the Term, provides the Trainings to other person(s) at the Premises for lower rates than the rates set forth in Section 4.1 so that such rates may be lowered as provided in this section.

4.3. Early Termination. Upon any early termination of this Agreement, the Service Credit, if any, shall be calculated as of the day before the effective date of termination and Lessee shall pay, on or before the effective date of termination, the Rent due for such Lease Year, prorated based on the number of days between the first day of such Lease Year and the effective date of termination.

4.4. Licenses, Fees, and Taxes. Lessee shall timely pay all federal, state, county, and local taxes and fees, and all special assessments of any kind, that are now or may hereafter be levied upon the Premises (including all Prior Improvements and Improvements, as defined in Article 5), the leasehold estate granted by this Agreement, the business conducted on the Premises, any of Lessee's property used in connection therewith, and/or upon any rents or other sums payable hereunder,

including, but not limited to, any ad valorem taxes attributable to the Premises, sales or excise taxes on rents, and personal property taxes against Lessee's tangible or intangible personal property. Lessee shall obtain, pay for, and maintain in full force and effect all federal, state, County and local licenses, local business taxes, approvals, and permits required for Lessee's business operation.

4.5. Utilities. Lessee, at its sole expense, shall be responsible for arranging for and paying for all utility services it requires for the Premises. No failure, delay, or interruption in the supply of water or electricity shall be construed as an eviction of Lessee or be grounds for any abatement of Rent or any claim by Lessee for damages.

4.6. Interest and Late Charges. If Lessee fails to timely pay any amount due, Lessee's account shall be placed in "Delinquent Status" and Lessee shall pay County, in addition to the amount otherwise due: (a) a finance charge of one and one-half percent (1.5%) for each month or portion thereof, starting thirty (30) days after the due date, that any invoice remains delinquent; and (b) a late charge equal to ten percent (10%) of any overdue amount if still unpaid fifteen (15) days after the due date. No acceptance by County of any payment, in whole or in part, after a default by Lessee of any of the terms, covenants, or conditions hereof shall be deemed a waiver of any right on the part of County to collect the finance charge or late charge or to terminate this Agreement. If placed in Delinquent Status, Lessee will be subject to the procedures set forth in Item 910 of the Tariff, as amended.

4.7. Dishonored Check or Draft. If any check or draft County receives in payment of any obligation arising under this Agreement is dishonored, Lessee shall pay County a service charge in the amount established by County, as updated from time to time. In such event, and in addition to any other remedies available to County under this Agreement, at law, or in equity, County may require that future payments be made by cashier's check or other means acceptable to County.

4.8. Weekends and Holidays. Should any payment due date fall on a weekend day or holiday observed by County, such payment shall be due and payable on the immediately preceding Business Day.

4.9. Place of Payments. All payments required of Lessee under this Agreement shall be made payable to Broward County and delivered to: Port Everglades, Attn: Finance Division, 1850 Eller Drive, Fort Lauderdale, Florida 33316, or to such other office or address designated in writing by the Port Director.

4.10. Security Deposit. As security for the payment of all monies due and the performance of Lessee's obligations under this Agreement, Lessee shall provide a security deposit to County in the amount of Fourteen Thousand Two Hundred Thirty-one and 84/100 Dollars (\$14,231.84), which equals two (2) times the monthly rent for Lease Year 1, with such monthly rent calculated as the Lease Year 1 Rent divided by twelve (12) (the "Security Deposit"). The Security Deposit shall be submitted to County simultaneously with the submission to County of this Agreement as executed by Lessee. The Security Deposit shall be either in the form of cash, an irrevocable letter of credit ("Letter of Credit") in form and substance satisfactory to County, or a payment and performance bond ("Bond") in form and substance satisfactory to County. No interest shall be due or paid on the Security Deposit. County, upon at least fourteen (14) calendar days' notice to Lessee, may increase the amount of the required Security Deposit to reflect any increases in monies due (e.g., when Rent increases each Lease Year). In addition,

County, upon at least fourteen (14) calendar days' notice to Lessee, may increase the amount of the required Security Deposit if County determines, in its sole discretion, that an increase is warranted due to increased obligations under this Agreement or based upon Lessee's payment or performance history at the Port. In the event of any Event of Default (hereinafter defined), in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to any and all amounts owed, whether before or after the expiration or earlier termination of this Agreement. Within five (5) Business Days after notice from County of any such draw, Lessee shall replenish the Security Deposit with cash, a new Letter of Credit, or new Bond, as applicable, so it equals the full amount of the required Security Deposit. If a Letter of Credit is posted, the initial term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If a Bond is posted, the Bond shall provide coverage and be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If Lessee posts a cash deposit, then such cash deposit shall be retained by County throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit or Bond, Lessee shall submit evidence in form satisfactory to County that said security instrument has been renewed. Each Letter of Credit shall be provided by a financial institution authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least the immediately preceding five (5) years. Each Bond shall be executed by a surety company authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety company must have at least an "A" rating in the latest revision of Best's Insurance Report. Any failure by Lessee to strictly comply with the terms of this section shall constitute an Event of Default, and the obligations of this section shall survive the expiration or earlier termination of this Agreement.

## ARTICLE 5. IMPROVEMENTS

5.1. 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 Department.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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 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.

5.6. 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.

5.7. 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.

5.8. 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).

5.9. 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.

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

5.11. 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 effect the removal or change, and Lessee shall pay the cost thereof to County within ten (10) days following written demand for said payment.

5.12. 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 Department and shall be undertaken with the least disturbance possible to the public and the operation of Port Everglades.

5.13. 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 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>.

5.14. 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:

5.14.1. 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.

5.14.2. 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.

5.15. 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."

5.16. 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.

5.16.1. 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.

5.16.2. 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").

5.16.3. 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.

5.16.4. 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.

5.16.5. 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.

5.16.6. 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.

5.16.7. 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](mailto: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.

5.16.8. 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.

5.17. Prior Improvements. Lessee constructed improvements to the Premises pursuant to the Prior Lease and/or previous leases (collectively, "Prior Improvements"). Notwithstanding the terms in the Prior Lease and the previous leases, all Prior Improvements to the Premises that were 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 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 Prior Improvements.

## **ARTICLE 6. MAINTENANCE AND REPAIRS OF PREMISES**

6.1. Lessee Maintenance and Repair Responsibilities. Commencing on the Commencement Date, Lessee shall, at its sole expense, maintain and repair the Premises and the fixtures, equipment, Prior Improvements, Improvements, and appurtenances thereon in a clean, safe, neat, orderly, sanitary, working, and presentable condition, and free and clear of all trash, rubbish, debris, rodents, insects, and other pests. Lessee shall furnish and pay for its own janitorial service in the Premises and shall cause all waste, garbage, and rubbish to be removed from the Premises daily. Such waste, garbage, and rubbish may not be deposited on any part of the Port without the written permission of the Port Department. All maintenance and repairs completed by Lessee or on its behalf shall be of first-class quality in both materials and workmanship. All maintenance and repairs shall be completed in conformity with the rules and regulations prescribed from time to time by federal, state, county, and local authorities having jurisdiction over the work. Upon failure of Lessee to perform its obligations set forth in this article, after reasonable notice to Lessee, County may perform or cause the obligations to be performed, and Lessee shall pay the cost thereof to County within ten (10) days following written demand for said payment.

6.2. County Maintenance and Repair Responsibilities. County has no maintenance or repair obligations with respect to the Premises and the fixtures, equipment, Prior Improvements, Improvements, and appurtenances thereon, but shall have the right to perform such work, as well as the right to enter the Premises for the purpose of doing so, free from any and all liability to Lessee for any loss of business or damages sustained by Lessee as a result of such work. County shall endeavor to provide advance notice to Lessee of such repairs, alterations, and/or additions.

## **ARTICLE 7. DEFAULT BY LESSEE**

7.1. Event of Default by Lessee. The occurrence of any of the following shall constitute an "Event of Default" by Lessee under this Agreement:

7.1.1. Lessee fails to pay any monies when due and continues in its failure to pay for a period of fifteen (15) days following the date written notice to cure is sent by the Port Department to Lessee;

7.1.2. Lessee fails to comply with any nonmonetary provision of this Agreement and (a) such failure continues for a period of fifteen (15) days following the date written notice to cure is sent by the Port Department to Lessee; or (b) in the case of any obligation that cannot be cured with due diligence and good faith within fifteen (15) days, as determined by the Port Department, Lessee fails to proceed promptly and with due diligence and good faith to begin

to cure the default within fifteen (15) days after such notice is sent by the Port Department, or having begun to cure the default in a timely manner, Lessee thereafter fails to diligently prosecute the cure to completion;

7.1.3. Lessee assigns all or substantially all of Lessee's assets for the benefit of Lessee's creditors;

7.1.4. Lessee abandons, deserts, or vacates the Premises, or ceases to operate in the Premises in compliance with this Agreement for a period of thirty (30) consecutive days;

7.1.5. By or pursuant to, or under authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the assets of Lessee, and such possession or control shall continue in effect for a period of ninety (90) days;

7.1.6. Lessee, or an officer, director, executive, partner, member, shareholder, employee, or agent who is active in the management of Lessee, is found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere, where the illegal conduct or activity (i) is considered to be a Public Entity Crime as defined by Chapter 287, Florida Statutes, as amended; (ii) is customarily considered to be a "white collar crime" or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds; (iii) involves an act of moral turpitude, meaning conduct or acts that tend to degrade the person in society or bring them into public hatred, contempt, scorn, or ridicule, or that tends to shock, insult, or offend the community, or to ridicule public morals, or decency, or to harm the image of County by virtue of its association with Lessee; or (iv) results in a felony conviction. Notwithstanding the foregoing, Lessee may abate this triggering event by submitting evidence satisfactory to the Port Department that Lessee has implemented best business practices seeking to address such illegal conduct or activity and to prevent it from reoccurring, and has required the offending person(s) to resign and has otherwise removed the person from Lessee's management activities related to this Agreement;

7.1.7. Suspension or revocation of Lessee's operations by a governmental unit or agency having jurisdiction over the Premises or the business as being conducted thereon;

7.1.8. Lessee assigns this Agreement in violation of Article 10; or

7.1.9. The material inaccuracy of any representation or warranty made or given by Lessee in this Agreement and Lessee's failure to cure such inaccuracy to the satisfaction of the Port Department within fifteen (15) days after written notice to cure is sent to Lessee.

7.2. County's Remedies for Lessee's Default. If one or more Events of Default occurs, County may, at its option, exercise one or more of the following rights after notice to Lessee:

7.2.1. Terminate this Agreement. Upon any such termination, Lessee shall surrender possession of the Premises on the effective date of such termination in the condition required pursuant to Article 11 and pay the Rent due for such Lease Year as stated in Section 4.3;

7.2.2. Sue Lessee for all damages, costs, and expenses arising from the Event of Default, and recover all such damages, costs, and expenses, including reasonable costs and attorneys' fees, at both trial and appellate levels;

7.2.3. Seek an injunction or specific performance of any such term or provision of this Agreement. Lessee waives any and all requirements that County post any security or collateral that may be otherwise required as a condition for County to obtain specific performance, injunctive relief, or other equitable relief. The Parties agree and stipulate that County may not have an adequate remedy at law for an Event of Default and, if such determination is made by County, Lessee agrees that injunctive relief or specific performance are required to protect the public from irreparable harm;

7.2.4. Draw down on the Security Deposit; and/or

7.2.5. Exercise any and all other remedies available to County under this Agreement, at law, or in equity.

7.3. Remedies under Federal Bankruptcy Laws. Neither this Agreement nor any rights or privileges under this Agreement shall be an asset of Lessee in any bankruptcy, insolvency, or reorganization proceeding. If County is not permitted to terminate this Agreement because of the provisions of any Applicable Law, including, but not limited to, the United States Bankruptcy Code, Lessee or any trustee for it shall, within fifteen (15) days, upon request by County to the applicable court or administrative body, assume or reject this Agreement; provided, however, that Lessee (or successor) may not assume this Agreement unless all Events of Default have been cured, County shall have been compensated for any monetary loss resulting from such Events of Default, and County shall be provided with adequate assurance of full and timely performance of all provisions, terms, and conditions of this Agreement on the part of Lessee to be performed.

Notwithstanding the foregoing, to the greatest extent permitted under Applicable Law, upon the filing by or against Lessee of any proceeding under federal bankruptcy laws, if there has been an Event of Default within the six (6) months preceding such filing, County shall have the right to immediately terminate this Agreement, in addition to other remedies provided under provisions of any Applicable Law, including, but not limited to, the United States Bankruptcy Code. Such termination shall be by written notice to Lessee within sixty (60) days after the date of Lessee's initial filing in bankruptcy court.

7.4. Payment under Protest. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between County and Lessee with respect to any obligation or alleged obligation of Lessee to pay money, the payment under protest by Lessee of the amount claimed by County to be due shall not waive any of Lessee's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then County shall as promptly as reasonably

practicable reimburse Lessee any amount determined as not due. County shall not be required to pay any interest on any such reimbursed sums.

7.5. Holdover. Any holding over of Lessee after the expiration or earlier termination of this Agreement shall not renew and extend same, but shall operate and be construed as a tenancy at sufferance, pursuant to Section 83.04, Florida Statutes, as amended, and, unless otherwise agreed in writing by the Port Director, Lessee shall be required to pay to County during any holdover period monthly rent equal to two (2) times the monthly equivalent of the then-current annual Rent (i.e., two-twelfths (2/12ths) of the annual Rent). All other provisions of this Agreement shall remain in effect during such holdover period. Lessee shall be liable to County for all loss or damage on account of any such holding over after the expiration or earlier termination of this Agreement, whether or not such loss or damage may be contemplated as of the Effective Date. County reserves the right to pursue all remedies available to it under Applicable Law as a result of Lessee's holdover. Acceptance of any payments by County in the event that Lessee fails or refuses to surrender possession shall not operate as County's consent to Lessee's continued possession nor shall it constitute a waiver by County of its right to immediate possession of the Premises.

7.6. Habitual Default. If Lessee has frequently, regularly, or repetitively breached any of the terms, covenants, or conditions of this Agreement, regardless of whether Lessee has cured each or any individual breach, Lessee may be determined by County to be a "Habitual Violator." At the time that such determination is made, County shall issue to Lessee a written notice advising of such determination and citing the circumstances thereof. Such notice shall also advise Lessee that there shall be no further notice or cure periods to correct any subsequent breach and that any subsequent breach of whatever nature, taken with all previous breaches, considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. If any such subsequent breach occurs, County may terminate this Agreement upon the giving of written notice of termination to Lessee, such termination to be effective upon delivery of the notice to Lessee.

## **ARTICLE 8. FIRE AND OTHER DAMAGE**

8.1. Damage Caused by Lessee. If damage to the Premises, any Prior Improvements or Improvements, or any Port property is caused by the act or omission of Lessee or its officers, agents, employees, partners, contractors, subcontractors, sublessees, guests, or invitees, Rent shall not abate and Lessee shall, at its sole expense, promptly make all necessary repairs, subject to written approval by the Port Department. If Lessee fails to complete such repairs within a reasonable time, as determined by the Port Department, the Port Department may, at its option, perform or cause the repairs to be performed, and Lessee shall reimburse County for all costs and expenses incurred, plus any applicable administrative fee permitted under the Broward County Administrative Code. If County performs the repairs, any applicable insurance proceeds received by Lessee shall be paid to County to reimburse it for such repairs.

### **8.2. Damage by Casualty.**

8.2.1. Damage by Casualty to the Premises (excluding Improvements and Prior Improvements). If the Premises are damaged by a casualty not caused by Lessee or County and

are rendered untenable, the Port Department shall have thirty (30) days from the date of the casualty to elect to commence the required repairs. If the Port Department does not elect to commence such repairs within such thirty (30)-day period, Lessee may elect to perform the repairs and may request that any applicable insurance proceeds received by County be made available to Lessee to reimburse the cost of such repairs. From the date of such casualty until the Premises are repaired, Rent shall abate in proportion to the portion of the Premises rendered untenable. Notwithstanding the foregoing, if the damage is sufficiently minor such that the Premises are not rendered untenable, as determined by the Port Department, Rent shall not abate. If neither County nor Lessee commences the required repairs within ninety (90) days after the date of the casualty, and the Premises remain untenable, either party may terminate this Agreement. Upon such termination, all Rent and other monetary obligations shall accrue only through the date the Premises became untenable, and final payment shall be made in accordance with Section 4.3.

8.2.2. **Damage by Casualty to Improvements or Prior Improvements.** If the Improvements or Prior Improvements are damaged by a casualty not caused by Lessee or County, and such damage materially and substantially impairs Lessee's operations, Lessee shall have thirty (30) days from the date of the casualty to elect to commence the required repairs. If Lessee does not elect to commence such repairs within such thirty (30)-day period, the Port Department may elect to perform the repairs, and any applicable insurance proceeds received by Lessee shall be made available to County to reimburse the cost of such repairs. From the date of such casualty until the Improvements or Prior Improvements are repaired, Rent may be abated in the Port Department's discretion. If neither County nor Lessee commences the required repairs within ninety (90) days after the date of the casualty, and Lessee's operations remain materially and substantially impaired, either party may terminate this Agreement. Upon such termination, all Rent and other monetary obligations shall accrue only through the date the Improvements or Prior Improvements became damaged, and final payment shall be made in accordance with Section 4.3. Notwithstanding the foregoing, Lessee shall, at its sole cost and expense, remove any damaged Improvements or Prior Improvements and clear all related debris from the Premises.

8.3. **Fire Prevention.** Lessee agrees to use every reasonable precaution against fire and agrees to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment, fire safety equipment, fire sprinklers, and exit signs as required or recommended by the Occupational Safety and Health Administration, the local fire department, or any similar body. Lessee must comply with the recommendations of the National Fire Protection Association.

## **ARTICLE 9. INDEMNIFICATION AND INSURANCE**

9.1. **Indemnification.** Lessee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Lessee, or any intentional, reckless, or negligent act or omission of Lessee, its officers, employees, or agents, arising

from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Lessee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Port Department and the County Attorney, any sums due Lessee under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

9.2. Insurance. Throughout the Term, Lessee shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit C** in accordance with the terms and conditions of this article. Lessee shall maintain insurance coverage against claims relating to any act or omission by Lessee, its agents, representatives, employees, or contractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.3. Additional Insured. Lessee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit C** on all policies required under this article.

9.4. Certificates of Insurance. On or before the Effective Date, Lessee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Lessee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

9.5. Remain in Full Force. Lessee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Lessee has been completed, as determined by the Port Department. Lessee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.6. Insurer. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

9.7. Broader Coverage. If Lessee maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit C**, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Lessee.

9.8. Self-Insured. Lessee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date. Lessee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Lessee shall obtain same in endorsements to the required policies.

9.9. Subrogation. Unless prohibited by the applicable policy, Lessee waives any right to subrogation that any of Lessee's insurer(s) may acquire against County, and shall obtain same in an endorsement of Lessee's insurance policies.

9.10. Contractor/Subcontractor Insurance. Lessee shall require each contractor (and each contractor's subcontractor) to maintain insurance coverage that adequately covers the services provided by such contractor/subcontractor. Lessee shall ensure that all such contractors/subcontractors comply with the requirements of this article and that "Broward County" is named as an additional insured under the applicable insurance policies of all such contractors/subcontractors.

9.11. Failure to Maintain Insurance. If Lessee or any contractor (or any contractor's subcontractor) fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and Lessee shall reimburse County for such payments within ten (10) days after receipt of invoice from County. Lessee shall not permit any contractor/subcontractor to provide services unless and until the requirements of this article are satisfied. If requested by County, Lessee shall provide, within one (1) Business Day, evidence of each contractor's/subcontractor's compliance with this article.

9.12. Claims-Made Coverage. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Lessee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**.

## **ARTICLE 10. ASSIGNMENT, SUBLETTING, AND SUBORDINATION**

10.1. County Consent Requirements; Factors and Standards. Lessee shall not (i) sublet the Premises or any part thereof; (ii) permit any transfer, assignment, pledge, or encumbrance of this Agreement; (iii) transfer, assign, pledge, or otherwise encumber or subordinate this Agreement or any rights or obligations hereunder; or (iv) allow same to be assigned by operation of law or otherwise (collectively, any such action hereinafter referenced as an "Assignment") without the Port Department's prior written consent, which consent shall not be unreasonably withheld. The Port Department may condition such approval upon such additional terms and conditions as the Port Department deems necessary. The factors upon which the Port Department may base its decision on

whether to grant such consent shall include, but not be limited to: (i) an assessment of whether the proposed assignee meets standards of creditworthiness; (ii) whether the Premises will be used in connection with the maritime industry for the purposes described herein; and (iii) an assessment of the ability of the proposed assignee to perform the obligations under this Agreement. In the event of any request for an Assignment by Lessee, the proposed assignee may be required to execute a written assumption of lease, agreeing to assume and abide by all terms and provisions of this Agreement, which assumption of lease must be acceptable to the Port Department. In no case will an Assignment be granted if a default by Lessee shall have occurred and remain uncured. The Port Department reserves the right to condition its approval of any Assignment upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.2. No Release. In the event of any Assignment, unless otherwise agreed to in writing by the Port Department, Lessee shall not be released of its obligations and liabilities hereunder. The Port Department, as a condition of approving an Assignment, may increase the Rent and fees payable, and may require modification of any other terms or conditions of this Agreement and/or execution of additional documents, including an irrevocable Guaranty of Payment and Performance by Lessee or any other proposed assignor.

10.3. Change in Lessee's Status. For purposes of this article, in addition to the actions identified in Section 10.1, an "Assignment" shall also include: (i) any transfer of this Agreement by merger, consolidation, liquidation, or by operation of law; and (ii) any change in ownership or power to vote a majority of the outstanding voting stock or interest of Lessee. Notwithstanding the foregoing, the following shall not be deemed an Assignment: (i) a transfer of stock or interests in Lessee among its current (as of the date this Agreement was executed by County) owners and/or their affiliates; (ii) a transfer of stock or interests in Lessee resulting from the death of a stockholder, member, partner, or joint venturer; or (iii) any transfers of stock in Lessee or any assignee, transferee, or sublessee which stock is publicly traded on a national stock exchange.

10.4. Voiding of Assignment or Sublease; Right to Collect Rent. If Lessee takes any action prohibited under this article without the Port Department's prior written consent, then any such Assignment shall be null and void and of no force or effect, and in addition to all other available remedies, the Port Department shall be entitled to immediately terminate this Agreement. In no case may the activities, uses, privileges, and obligations authorized herein regarding the Premises or any portion thereof be assigned for any time period for which a default of this Agreement by Lessee has occurred and remains uncured.

In addition, if the Premises is occupied by any entity without County's prior written consent in violation of this article, then County may collect rent from the assignee, sublessee, or any entity that claims a right under this Agreement or that occupies the Premises, and the Port Department shall apply the net amount collected to the Rent due under this Agreement; however, no such collection shall be deemed a waiver by County of the provisions of this article or any acceptance by County of any assignee, sublessee, or any entity that claims a right under this Agreement or that occupies the Premises.

10.5. Subordinate to County. Lessee acknowledges and agrees that each sublessee of Lessee is subject to all of the terms and provisions of this Agreement, including, but not limited to, the

requirement that each such sublessee must comply with all Applicable Law. Notwithstanding any sublease of the Premises to which County has consented as provided herein, Lessee shall remain responsible for ensuring that each and every term and provision of this Agreement is fully abided by and complied with and, in that regard, any failure by a sublessee to abide by and comply with any term or provision of this Agreement shall be deemed a default by Lessee hereunder, entitling County to any and all remedies available hereunder and pursuant to applicable Florida law. Each sublease of the Premises to which County has consented as provided herein shall be subordinate in all respects to all the terms and provisions of this Agreement, and upon any termination or expiration of this Agreement, each sublease of the Premises shall also terminate or expire contemporaneously on the effective termination date or expiration date of this Agreement.

10.6. Mortgage on Leasehold. No leasehold mortgage shall be binding upon County without the prior written consent of the Port Department. However, County will accept performance or payment by the holder of any leasehold mortgage to which the Port Department has consented, of any term and condition of this Agreement required to be made by Lessee with the same force and effect as though performed by Lessee, if at the time of such performance or payment County shall be furnished with evidence satisfactory to the Port Department of the interest in the leased property claimed by the person or entity tendering such performance or payment. The holder of such leasehold mortgage shall have ten (10) additional days after the date on which the Port Department may otherwise terminate this Agreement as to the defaulting Lessee to cure any default in the payment of Rent or other additional sums required to be paid under this Agreement and thirty (30) additional days after the date on which the Port Department may otherwise terminate this Agreement as to the defaulting Lessee to cure any other default hereunder. In no event shall an approved leasehold mortgagee sell, assign, transfer, convey, or otherwise dispose of its interest in this Agreement to a third party without the prior written consent of the Port Department.

The Port Department shall, from time to time, upon reasonable written request, provide a leasehold mortgagee or Lessee with an estoppel certificate stating whether Lessee is in default, whether this Agreement is in full force and effect, and whether this Agreement has been modified. Notwithstanding any consent provided by County, no Assignment shall give Lessee or its assignee, sublessee, transferee, or leasehold mortgagee any lien or encumbrance upon the fee simple ownership interest in the Premises, which is vested in County.

When giving notice to Lessee with respect to any default under the provisions of this Agreement, the Port Department shall also serve a copy of such notice upon any approved leasehold mortgagee by certified mail, return receipt requested, or any other method of delivery that can be confirmed and verified, to the leasehold mortgagee at the address set forth in the approved leasehold mortgage. It is Lessee's responsibility and the approved leasehold mortgagee's responsibility to ensure that the Port Department has both Lessee's and the approved leasehold mortgagee's correct and current mailing address.

Upon Lessee's receipt of notice of default from the Port Department, Lessee will promptly notify the approved leasehold mortgagee in writing of such occurrence and state in the written notice what action has been or will be taken by Lessee to cure the default. Lessee shall also promptly provide the Port Department with a copy of the written notice provided to the approved leasehold mortgagee.

## ARTICLE 11. SURRENDER OF PREMISES

11.1. Surrender and Condition. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender possession of the Premises in the same condition as it was received on the first day of occupancy, less reasonable wear and tear, and the Premises, Prior Improvements, and Improvements located thereon shall be free and clear of all liens, encumbrances, and security interests. The required condition of the Premises at the time of Lessee's surrender shall include, but not be limited to, the following: (i) all flooring must be cleaned as reasonably required by the Port Department; (ii) all doors and walls must be patched and painted in a color approved by the Port Department; (iii) all ceiling tiles shall be in place, clean, and matching; (iv) all Lessee-installed conduit and wiring shall be removed if requested by the Port Department; and (v) all personal property, Prior Improvements, and Improvements (except Prior Improvements and Improvements that are owned by County as provided in Article 5) shall be removed. A final exit walkthrough inspection shall be conducted prior to surrender by Lessee and the Port Department to determine compliance with this provision and the Port Department's acceptance of the condition of the Premises. If Lessee fails to comply with the terms of this section, County reserves the right to perform all necessary work to bring the Premises to the required condition, and Lessee shall be required to reimburse County for all reasonable expenses incurred. The provisions of this section shall survive the expiration or other termination of this Agreement.

11.2. Removal. Lessee has the right at any time during this Agreement to remove any furnishings, trade fixtures, or equipment that it has installed in, on, or about the Premises, subject to the provisions of this Agreement and any lien County may have thereon for unpaid fees, charges, or other amounts payable under this Agreement, and further provided that Lessee shall restore any damage to the Premises from such removal and the Premises shall be returned to County in the same condition as defined in Section 11.1. Any such property not removed by Lessee by the expiration or earlier termination of this Agreement shall become part of the Premises or, if elected by the Port Department, be removed, stored, or sold by County, at Lessee's expense, with such obligation to pay surviving the expiration or earlier termination of this Agreement.

11.3. Failure to Surrender. If Lessee fails to surrender the Premises in the condition required by this article or fails to complete any of the obligations due under this Agreement, including the payments of Rent, Lessee, from the date of the expiration or earlier termination of this Agreement until the acceptance of surrender by the Port Department as set forth in Section 11.4, shall be considered a holdover tenant under the terms set forth in Section 7.5.

11.4. Acceptance of Surrender. No agreement of surrender or to accept a surrender of the Premises under this Agreement shall be valid unless and until approved in writing by the Port Department, provided that the Port Department's approval shall not be unreasonably withheld. Except as expressly provided in this Agreement, neither the doing of nor any omission to do any act or thing by any of the officers, agents, or employees of County shall be deemed an acceptance of a surrender.

## ARTICLE 12. ENVIRONMENTAL

12.1. County makes no representations or warranties whatsoever as to whether Pollutants (as hereinafter defined) exist on or under the Premises or the improvements thereon in violation of

any federal, state, or local law, rule, or regulation or in violation of any order or directives of any federal, state, or local court or entity with jurisdiction of such matter. The term "Pollutants" refers to and includes all derivatives or by-products of any one or more of the following terms as defined by applicable local, state, or federal laws or regulations: hazardous substances, hazardous materials, hazardous waste, toxic substances, toxic pollutants; or such other pollutants, contaminants, substances, materials, and wastes as are or become regulated under applicable local, state, or federal laws or regulations. Lessee acknowledges, represents, and warrants to County that it has made sufficient inspection of the Premises and the improvements thereon to satisfy itself as to the presence or absence of any such Pollutants. Lessee shall have no liability for any preexisting environmental impairments, liabilities, and/or conditions related to the Premises and the improvements thereon not caused by Lessee or Lessee's officers, agents, employees, partners, contractors, sublessees, guests, or invitees. County evaluated the environmental condition of the Premises in 2020 and issued an environmental baseline report, attached hereto and made a part here of as **Exhibit D**. Lessee accepted such report by agreement dated April 8, 2021. Lessee shall not be liable for any migration of Pollutants and/or rise in the level of any Pollutants related to the Premises not caused by Lessee or Lessee's officers, agents, employees, partners, contractors, sublessees, guests, or invitees. Nothing herein shall terminate or otherwise modify the provisions of Article 12 (Environmental) of the Prior Lease, which survived the expiration of the Prior Lease.

12.2. The discharge of any Pollutants on the Premises or in Port Everglades in violation of any federal, state, or local law, rule, or regulation, or in violation of an order or directive of any federal, state, or local court or entity is prohibited. Any Pollutant discharge by Lessee or Lessee's officers, agents, employees, partners, contractors, sublessees, guests, or invitees, whether committed prior to or subsequent to the Effective Date of this Agreement, shall be, at Lessee's expense, and upon the Port Department demand, immediately contained, removed, and abated to the satisfaction of the Port Department and any court or regulatory entity having jurisdiction over the Pollutant discharge. If Lessee does not take action immediately to have such Pollutants contained, removed, and/or abated, County may undertake the removal of the Pollutant discharge; however, any such action by County shall not relieve Lessee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Lessee or County to contain or remove Pollutants, or to abate a discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or cause of the Pollutant discharge.

12.3. Lessee shall provide the Port Department with immediate notice of any and all spills, leaks, or discharges of any size whatsoever of Pollutants arising from its operations on and/or use of the Premises or in Port Everglades, and further provide the Port Department with not less than one (1) Business Day prior written notice of all curative measures, remediation efforts, and/or monitoring activities to be effectuated by Lessee, or promptly after taking any emergency measures.

12.4. If the Port Department arranges for the containment, removal, and/or abatement of any Pollutants in Port Everglades that were caused by Lessee or Lessee's officers, agents, employees, partners, contractors, sublessees, guests, or invitees, the costs of such containment, removal, and/or abatement incurred by County shall be paid by Lessee to County immediately upon the Port Department's written demand, with interest as is provided for under County's rules, regulations, and ordinances, including the Tariff.

12.5. Lessee shall not be liable for the discharge of any Pollutants caused by the negligence or willful misconduct of County. Nothing herein shall relieve Lessee of its general duty to cooperate with County in ascertaining the source and containing, removing, and abating any Pollutants located at the Premises. County and County's employees, contractors, and agents shall have the right at all times to enter the Premises for the purposes of the foregoing activities and/or conducting such environmental inspections, audits, testing, or sampling as County deems appropriate. In addition, Lessee hereby agrees that upon any termination, expiration, or Assignment of this Agreement or at any time during the Term, County shall have the right to have a "Phase I" environmental site assessment of the Premises conducted at Lessee's expense, and if such "Phase I" environmental site assessment indicates that further testing and/or studies should be conducted, to include, but not be limited to, soil samples and water samples, then County shall have the right to have such further testing and studies conducted at Lessee's expense. Lessee shall reimburse County for the cost of such testing and studies within fifteen (15) days after written demand by County.

12.6. If the Port Department arranges for the removal of Pollutants on the Premises that are not Lessee's responsibility to correct, and if County's site assessment and remediation activities prevent Lessee from using the Premises for its intended purposes, then from the date that the use of any portion of the Premises for its intended purposes is precluded and until the date said portion again becomes available for Lessee's use, then a prorated portion of the Rent payments due shall be abated based on the portion of the Premises rendered unusable. In no event shall Lessee be entitled to claim or seek from County any amount on account of lost profits, lost rents, or other direct or consequential damages as a result of County's remediation activities.

12.7. Lessee shall, as required by Applicable Law, provide the relevant regulatory authorities with notice of any and all spills, leaks, or discharges of Pollutants on or under the Premises or within Port Everglades, and have an updated contingency plan in effect for such spills, leaks, or discharges, and promptly implement the plan.

12.8. The provisions of this article shall survive the expiration or earlier termination of this Agreement.

### **ARTICLE 13. OTHER PROVISIONS**

13.1. Courses. All courses offered at the Premises by Lessee, other than the Trainings that result in a Service Credit, must be offered to BSO at a twenty-five percent (25%) discount off the standard rate charged by Lessee to its other customers at the Premises.

13.2. Right to Enter Premises.

13.2.1. County, by its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times (or at any time in an emergency) to enter upon the Premises to inspect, make inquiry, and ascertain whether Lessee is complying with the terms of this Agreement, and to perform or conduct any act or activity that County may be obligated or have the right to do under this Agreement or otherwise.

13.2.2. Without limiting the generality of the foregoing, County, by its employees, agents, representatives, and contractors, may enter upon the Premises at all reasonable times (or at any time in an emergency) to: (i) make any installations, repairs, replacements, or alterations relating to existing and future utility, mechanical, electrical, HVAC, plumbing, roofing, or other systems in, on, or under the Premises as may be deemed necessary or advisable by County; (ii) use the Premises for access to other parts of Port Everglades otherwise not conveniently accessible; or (iii) perform work related to programming studies or design, including geotechnical work, for County projects; provided, however, that in the exercise of such rights, County shall not unreasonably interfere with the use and occupancy of the Premises by Lessee.

13.2.3. If any of Lessee's personal property obstructs the access of County or County's officers, employees, agents, or contractors to any of the existing or future utility, mechanical, electrical, HVAC, plumbing, roofing, or other systems in, on, or under the Premises, and thus interferes with the inspection, maintenance, or repair of any such system, Lessee shall move such property, as directed by the Port Department, in order that access may be had to the system or part thereof for its inspection, maintenance, or repair, and if Lessee fails to so remove such property after direction from the Port Department, then the Port Department may move it and Lessee shall pay the cost of such moving within ten (10) days after the Port Department sends written demand therefor.

13.2.4. If, at any time during the Term, it is necessary for the Port Department to enter the Premises for the purposes of constructing utility or pipeline facilities or making repairs or other needed improvements, Lessee agrees that the Port Department and its contractors may enter the Premises for such purposes, during reasonable hours (or at any time in an emergency) and under conditions that will not unreasonably interfere with Lessee's use of the Premises.

13.2.5. The exercise of any or all of the foregoing rights by County shall not be construed to be an eviction of Lessee nor be grounds for any abatement of rental, nor any claim or demand for damages, consequential or otherwise, against County.

### 13.3. Representations and Warranties.

13.3.1. 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.

13.3.2. 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.

13.3.3. 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.

13.3.4. 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 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 Term will remain, in compliance with Section 286.101, Florida Statutes.

13.3.5. 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.

13.3.6. 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.

13.3.7. Prohibited Telecommunications. Lessee represents and certifies that Lessee and all sublessees do not use, and throughout the 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.

13.3.8. Entities of Foreign Concern. 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.

13.4. 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.

13.5. Ingress and Egress. Lessee and Lessee's officers, agents, employees, partners, contractors, subcontractors, sublessees, guests, and invitees, subject to the terms of this Agreement, shall have the right of ingress and egress via appropriate public ways, to be used in common with others having rights of passage within Port Everglades; provided, however, that the Port Department may, from time to time, substitute other suitable means (considering Lessee's business operations) of ingress and egress so long as an alternate adequate means of ingress and egress is available. The Port Department may, at any time, temporarily or permanently close, or request the closing of any such street, roadway, and/or other area at Port Everglades presently or hereafter used as such so long as an

alternate adequate means of ingress and egress is made available to the Premises (considering Lessee's business operations). Lessee releases and discharges County of and from any and all claims, demands, or causes of action that Lessee may now or at any time hereafter have against County arising or alleged to arise out of the temporary or permanent closing of any street, roadway, or other area used as such, whether within or outside Port Everglades, provided that County makes available to the Premises an adequate means of ingress and egress (considering Lessee's business operations).

13.6. Conduct of Others on Premises. Lessee shall control and be responsible for the conduct, demeanor, and appearance of its employees, invitees, suppliers, contractors, and subcontractors. Upon objection from County concerning the conduct, demeanor, or appearance of any such Person, Lessee shall immediately take all reasonable steps necessary to remove the cause of the objection.

13.7. No Overloading of Floor or Paved Area. Lessee shall not overload any floor or paved area on the Premises, and Lessee shall repair, at Lessee's sole expense, any floor and paved area, including supporting members, damaged by overloading.

13.8. Inspection of Documents. Lessee shall provide the Port Department the right and ability to inspect all documents relating in any way to the Premises and all activities thereon, including, but not limited to, writings regarding environmental issues and remediation efforts (such as manifests evidencing proper transportation and disposal of Pollutants, site assessments, sampling, and test results, etc.).

13.9. Tariff. Except as otherwise expressly provided herein, Lessee, in its use of County-owned property and facilities and its utilization of services at Port Everglades, shall comply with and be governed by the Tariff, and pay, in addition to the required payments under this Agreement, all charges and rates in accordance with the provisions of the Tariff.

13.10. Animals. Lessee shall not allow any animal(s) or pet(s) of any kind to be kept or harbored in or about the Premises without the prior written permission of the Port Department.

13.11. Signage. Lessee will not place, suffer to be placed, or maintain on the Premises any sign, awning, canopy, or advertising matter without prior written consent of the Port Department, which consent shall not be unreasonably withheld. If such consent is granted by the Port Department, Lessee shall always maintain such item(s) in good condition and install same pursuant to the Port Everglades Development District Zoning Classification.

13.12. Security. Lessee, at its sole cost, shall be responsible for security on the Premises and all improvements thereon, and shall take and require others to take, as required, whatever legal precautions as are necessary to protect the Premises and all improvements thereon, and all persons and property thereon. Lessee acknowledges that security measures at Port Everglades may be increased by County and that such efforts will likely impact the Premises. In this regard, Lessee agrees to cooperate with County's efforts to increase security and agrees to comply with all security related laws, rules, and regulations (whether imposed by the United States Customs and Border Protection, the United States Coast Guard, the State of Florida, or County). Lessee, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, Lessee, or Lessee's officers, agents, employees, partners, contractors, sublessees, guests, or invitees. Any

increased security-related measures imposed by County on Lessee hereunder shall be uniformly imposed by County on similarly situated parties at Port Everglades.

13.13. Fines. If as a result of an intentional or negligent act or omission of Lessee or Lessee's officers, agents, employees, partners, contractors, sublessees, guests, or invitees, County incurs any fines and/or penalties, or any expense in enforcing the Port Everglades Security Program or the rules and regulations of other applicable security agencies, then Lessee agrees to pay and/or reimburse to County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and reasonable attorney's fees incurred by County in enforcing this provision. Lessee further agrees to rectify any security deficiency caused by Lessee or Lessee's officers, agents, employees, partners, contractors, sublessees, guests, or invitees, or other deficiency as may be determined by the Port Department. If Lessee fails to remedy any such deficiency, the Port Department may do so at the cost and expense of Lessee. County reserves the right to take whatever action is necessary to rectify any such security deficiency or other compliance deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement.

13.14. Inspections. Lessee acknowledges that all persons, vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave Port Everglades. Lessee acknowledges and understands that the inspection requirements are for the protection of users of the Port and are intended to reduce incidents of cargo tampering, thefts, and other unlawful activities at the Port. For this reason, Lessee agrees that persons who will not consent to being inspected and searched shall not be employed by Lessee or by Lessee's contractor(s) in any position requiring access to the Port. Lessee shall include this provision in its contracts with its contractors, agents, employees, and business invitees.

13.15. Risk of Loss. The risk of loss of or damage to personal property, including, but not limited to, cargo, commodities, and equipment, that has been stored at or moved on or near the Premises shall be borne solely by Lessee or the owner of such property. Lessee hereby waives all claims and demands against County and County's employees for any losses (including on account of lost or anticipated profits), costs, expenses, or other damages, including, but not limited to, direct, indirect, consequential, or otherwise, caused by injury to or loss of personal property on or near the Premises.

13.16. Parking. Lessee's use of parking spaces in Port Everglades shall be subject to and in accordance with County's vehicle parking regulations as set forth in the Tariff. Lessee shall ensure that its officers, employees, and agents park only in parking spaces specifically assigned to Lessee. Vehicles parked in parking spaces not specifically assigned to Lessee may be towed at the vehicle owner's expense.

13.17. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance

hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement. Neither economic impracticability nor the inability of Lessee to perform in whole or in part for economic reasons shall constitute a Force Majeure Event.

13.18. Damage to Port Facilities. Lessee shall be responsible for and repair any and all damage to the Port caused by Lessee or Lessee's officers, agents, employees, partners, contractors, subcontractors, sublessees, guests, or invitees. If Lessee fails to make the necessary repairs in a timely manner as determined by the Port Department, then the Port Department may, at its option, cause such repairs to be completed and Lessee shall reimburse County for the costs and expenses incurred in such repair, plus an administrative fee as permissible under the Broward County Administrative Code.

13.19. Development and Expansion of Port. County shall have the right to develop, maintain, and operate the Port as it deems advisable and desirable in accordance with such appropriate governmental authority and regulation as may be applicable, and County shall have the right to make such agreements as County deems necessary or advisable in connection with federal and state funding of Port improvements, alterations, or modifications. If at any point County seeks federal, state, or local government approval regarding the operation or modification of the Port, Lessee shall provide any and all reasonably requested cooperation and support, including, without limitation, supporting County's efforts to obtain any such approvals and executing any documents or instruments reasonably requested by County. Lessee shall not be required to bear any additional expense and shall not be deemed an agent of County.

13.20. Cooperation with County. Lessee acknowledges that County will be seeking regulatory approvals ("Regulatory Approvals") consistent with its Airport Master Plan and subsequent updates (collectively, "Master Plan") and Federal Administrative Administration Record of Decision and subsequent updates (collectively, "ROD"), and Part 150 Study and subsequent updates (collectively, "Part 150 Study"), and the implementation thereof, which may include the following: (1) amendment of development agreements and orders; (2) agreements with the State of Florida and other agencies; (3) land use and zoning amendments; (4) preparation of environmental assessments and environmental impact statements; (5) such permitting as may be required by federal, state, county, or local regulations; and (6) any other Regulatory Approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan, the ROD, or the Part 150 Study. Lessee shall cooperate with County in connection with County's efforts to obtain the Regulatory Approvals. From and after the Effective Date of this Agreement, Lessee shall (i) support County's efforts to obtain the Regulatory Approvals; and (ii) execute any documents(s) or instrument(s) reasonably requested by County in order to assist County in obtaining the Regulatory Approvals, provided that Lessee shall not be required to bear any expense in connection therewith and Lessee shall not be deemed an agent of County.

13.21. Easements. County reserves the right to maintain existing and future easements and rights-of-way on the Premises as are reasonably necessary to serve the needs of Port Everglades. Lessee accepts the Premises subject to such easements and rights-of-way. These may include, without

limitation, ingress and egress for Port users, water distribution, sewage collection, underground electrical and telephone conduits, above-ground street lighting, and power poles. If any Prior Improvements or Improvements made by Lessee are damaged by County's installation or maintenance activities, County shall, at its expense, restore such Prior Improvements or Improvements, as applicable, to substantially the same condition as existed prior to the damage. The Port Department shall use commercially reasonable efforts to avoid or minimize disruption to Lessee's operations during such activities.

13.22. 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.

13.23. Anti-Human Trafficking. By execution of this Agreement 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.

13.24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.25. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees to the extent required by Section 768.28, Florida Statutes.

13.26. Agent for Service of Process. If Lessee is not a resident of the State of Florida, is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then Lessee hereby designates the Secretary of State of the State of Florida as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a nonresident who has designated the Secretary of State as agent for service. If for any reason service of such process is not possible, as an alternative method of service of process, Lessee may be personally served with such process out of this State by certified mailing to Lessee at the address set forth in this Agreement. Any such service out of this State shall constitute valid service upon Lessee as of the date of mailing. Lessee is amenable to and agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protests thereto.

13.27. 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.

13.28. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement, or acceptance of any Rent or any partial performance by Lessee, shall not be deemed a waiver of any provision of this Agreement or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

13.29. Time of Essence. Time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained in this Agreement.

13.30. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.31. Relationship of the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by said other Party under this Agreement.

13.32. Third-Party Beneficiaries. Neither Lessee nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.33. Priority of Provisions. Except as otherwise expressly stated herein, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.34. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

13.35. Incorporation of Required Provisions. The Parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

13.36. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The following exhibits are incorporated into and made a part of this Agreement:

|                  |                                      |
|------------------|--------------------------------------|
| <b>Exhibit A</b> | <b>Premises</b>                      |
| <b>Exhibit B</b> | <b>Trainings</b>                     |
| <b>Exhibit C</b> | <b>Insurance Requirements</b>        |
| <b>Exhibit D</b> | <b>Environmental Baseline Report</b> |

13.37. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by authorized signatories of both the County and Lessee.

13.38. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

13.39. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.40. Survival. Upon termination or expiration of this Agreement, Lessee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation that accrued but has not been satisfied under any prior agreement between the Parties, including without limitation the Prior Lease, shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

13.41. No Set Off. Lessee acknowledges that, through the Effective Date, it has no claims against County with respect to any of the operations of Lessee at the Port or any of the matters covered by this Agreement or any other agreement it may have with County. Lessee further acknowledges that it has no right of set off or counterclaims against any of the amounts payable by Lessee to County under this Agreement or any other agreement it may have with County.

13.42. Waiver of Claims. Lessee hereby waives any claim against County and its officers, commissioners, and employees for any consequential damages, including, without limitation, any loss of anticipated profits caused by: (a) any failure of County to comply with any obligations hereunder; (b) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof; (c) any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same or any part thereof from being carried out; or (d) any change in the operation or configuration of the Port or any change in procedures governing the use of the Port.

13.43. Nonliability of Government Representatives. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any term or provision of this Agreement or of any supplement, modification, or amendment to this Agreement or because of any breach or their execution or attempted execution thereof.

13.44. No Remedy Exclusive. No remedy conferred in this Agreement upon or reserved to County or Lessee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing at law or in equity. County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Lessee's failure to comply with any term(s) of this Agreement.

13.45. Condemnation. If at any time during the Term, the power of eminent domain shall be exercised or threatened whether by condemnation proceeding or threat or imminence thereof (a "Taking") of the entirety of the Premises or of substantially all of the Premises so as to render the Premises untenable shall occur, such Taking shall be deemed to have caused this Agreement to terminate and expire as of the date of such Taking. For purposes of this Agreement, the date of Taking shall be the earlier of the date upon which actual possession of the Premises or a portion thereof, as the case may be, is acquired by any lawful power or authority, or the date in which title vests in such lawful power or authority. The rent required to be paid by Lessee shall be paid up to the date of such Taking. Lessee shall in all respects keep, observe, and perform all the terms and conditions of this Agreement up to the date of such Taking.

County agrees to promptly notify Lessee of any eminent domain proceeding, and Lessee, at its sole cost and expense, will be entitled to join such proceeding and to defend Lessee's interest in the Premises affected by such proceeding, and, to the extent permitted by law, to be awarded damages attributable to the value of Lessee's unexpired leasehold estate in the Premises. If at any time during the Term a Taking of less than the whole of the Premises shall occur, rent shall thereafter be reduced in proportion to the reduction in the rentable area of the Premises.

Termination of this Agreement by County shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement, or any other facts or circumstances arising out of or in connection with this Agreement.

13.46. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight

delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR BROWARD COUNTY:

Chief Executive and Port Director  
Port Everglades Department  
1850 Eller Drive, Suite 604, Fort Lauderdale, Florida 33316  
Email address: [jmmorris@broward.org](mailto:jmmorris@broward.org)

FOR LESSEE:

Attn: Lana Farrell, Director  
Resolve Fire and Hazard Response, Inc.  
3301 SE 14<sup>th</sup> Ave, Fort Lauderdale, Florida 33316  
Email address: [lfarrell@resolvemarine.com](mailto:lfarrell@resolvemarine.com)

13.47. Compliance with Laws. Lessee and Lessee's officers, agents, employees, partners, contractors, sublessees, guests, and invitees shall comply with all present and future applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including any governing the operation, maintenance, and use of the Port.

13.48. 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.

13.49. Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Premises, any Prior Improvements or Improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning, land use, and environmental codes, administrative codes, ordinances, rules, and regulations, federal laws and regulations, state laws and regulations, grant agreements, and delegated authorities. In addition, nothing in this Agreement shall be considered zoning by contract. County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

13.50. Visual Artists' Rights Act. With respect to construction or installation of any Improvements at the Premises and regarding the requirements of the federal Visual Artists Rights Act of 1990, 17 U.S.C. §§ 106A and 113 (the "Act"), Lessee shall not (i) hire any artist or permit any

sublessee to hire any artist for the purpose of installing or incorporating any work of art into or at the Premises; or (ii) permit the installation or incorporation of any work of art in or at the Premises without the prior written approval of County. Lessee shall provide such reasonable documentation as County may request in connection with any request for such approval and the approval of County may be conditioned upon the execution by the artist of a waiver of the provisions of the Act, in form and substance acceptable to County.

13.51. 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 health department.

13.52. Florida Clean Indoor Air Act. Pursuant to Chapter 386, Florida Statutes, and Chapter 18.38, Broward County Administrative Code, Lessee acknowledges that the Premises is designated as a "No Smoking" facility. Furthermore, Lessee agrees to prohibit smoking by employees, visitors, agents, and invitees except in posted designated areas as defined by Applicable Law.

13.53. Port Department Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, the Code, or Broward County Administrative Code, the Port Department may act on behalf of County under this Agreement.

13.54. Use of County Name or Logo. Lessee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Port Director.

13.55. No Recordation of Agreement. Lessee shall not record this Agreement or any memorandum thereof in the Official Records of Broward County, Florida.

13.56. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

13.57. Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

13.58. Multiple Originals and Counterparts. This Agreement 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.

13.59. 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 Resolve Fire and Hazard Response, Inc., signing by and through its duly authorized representative.

**BROWARD 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

DocuSigned by:  
By: Carlos Rodriguez-Cabarrocas 3/27/2026  
128C09FE31BB3ACA  
Carlos Rodriguez-Cabarrocas (Date)  
Senior Assistant County Attorney

CRC:dh  
Resolve - Lease - 2026-2031 -  
Final March 27, 2026  
#80040-2032

**LEASE AGREEMENT BETWEEN BROWARD COUNTY AND RESOLVE FIRE AND HAZARD RESPONSE, INC.**

**LESSEE**

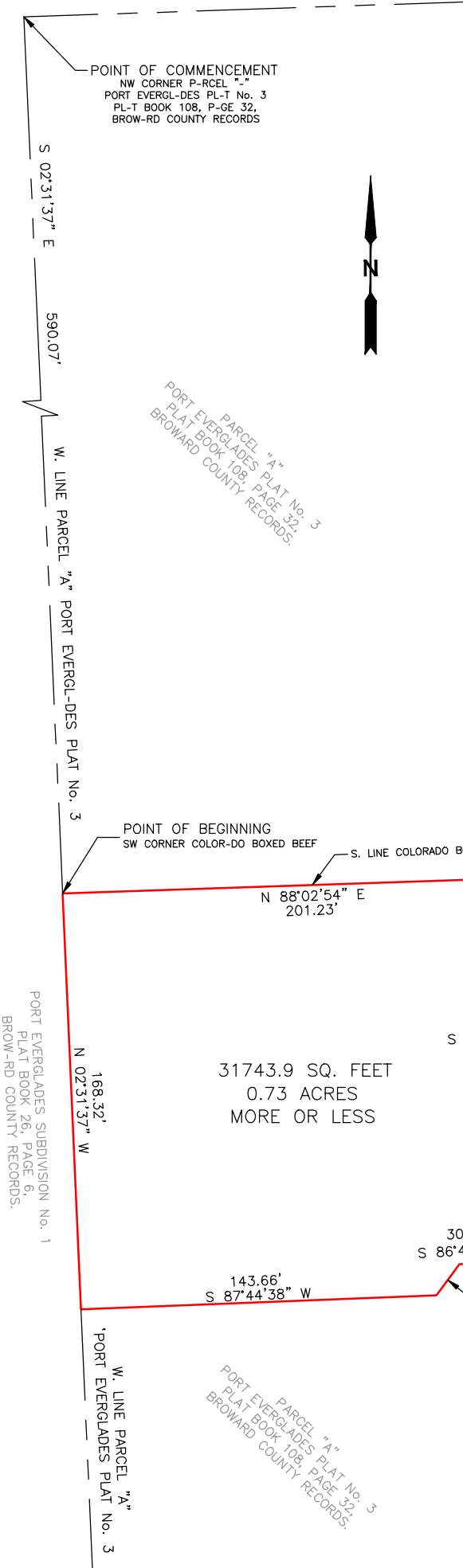
Resolve Fire and Hazard Response, Inc.

DocuSigned by:  
By: Lana R. Farrell  
740FE1CFB02D42F  
Authorized Signer

Date: 3/27/2026

Lana R. Farrell Executive Director

Print Name and Title



LEGAL DESCRIPTION:

- PORTION OF P-RCEL "-", PORT EVERGL-DES PL-T No. 3, -CCORDING TO THE PL-T THEREOF, -S RECORDED IN PL-T BOOK 108, P-GE 32, OF THE PUBLIC RECORDS OF BROW-RD COUNTY FLORID-, BEING MORE P-RTICUL-RLY DESCRIBED -S FOLLOWS:

COMMENCING -T THE NORTHWEST CORNER OF S-ID P-RCEL "-", PORT EVERGL-DES PL-T No. 3; THENCE SOUTH 02°31'37" E-ST, -LONG THE WEST LINE OF S-ID P-RCEL "-", - DIST-NCE OF 590.07 FEET TO THE POINT OF BEGINNING, S-ID POINT BEING THE SOUTHWEST CORNER OF - LE-SE TO COLOR-DO BOXED BEEF, S-ID LE-SE ON FILE IN THE OFFICE OF BUSINESS -DMINISTR-TION, BROW-RD COUNTY PORT EVERGL-DES, BROW-RD COUNTY FLORID-; THENCE NORTH 88°02'54" E-ST, -LONG THE SOUTH LINE OF S-ID LE-SE TO COLOR-DO BOXED BEEF, - DIST-NCE OF 201.23 FEET; THENCE SOUTH 01°22'45" E-ST, - DIST-NCE OF 70.62 FEET; THENCE SOUTH 88°14'00" WEST, - DIST-NCE OF 13.30 FEET; THENCE SOUTH 01°22'45" E-ST, - DIST-NCE OF 80.06 FEET; THENCE SOUTH 08°37'16" WEST, - DIST-NCE OF 4.04 FEET; THENCE SOUTH 86°49'57" WEST, - DIST-NCE OF 30.59 FEET; THENCE SOUTH 36°28'22" WEST, - DIST-NCE OF 15.69 FEET; THENCE SOUTH 87°44'38" WEST, - DIST-NCE OF 143.66 FEET TO - POINT ON THE S-ID WEST LINE OF P-RCEL "-", PORT EVERGL-DES PL-T No. 3; THENCE NORTH 02°31'37" WEST, -LONG THE S-ID WEST LINE OF P-RCEL "-", - DIST-NCE OF 168.32 FEET TO THE POINT OF BEGINNING.

S-ID L-ND SITU-TE WITHIN BROW-RD COUNTY FLORID-, CONT-INING 31,743.9 SQU-RE FEET (0.73 -CRES) MORE OR LESS.

NOTES:

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT - BOUND-RY SURVEY.
2. BE-RINGS SHOWN HEREON REFER TO "PORT EVERGL-DES PL-T No. 3" RECORDED IN PL-T BOOK 108, P-GE 32, BROW-RD COUNTY RECORDS.
3. THE PROPERTY SHOWN HEREON W-S NOT -BSTR-CTED FOR OWNERSHIP, RIGHTS-OF-W-Y, E-SEMENTS OR OTHER M-TTERS OF RECORD. THERE M-Y BE -DDITION-L RESTRICTIONS NOT SHOWN ON THIS SKETCH TH-T M-Y BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
4. SUBSURF-CE UTILITIES, FOUND-TIONS, PIPELINES, ENCR-CHMENTS, ETC.. WERE NOT LOC-TED -ND -RE NOT SHOWN HEREON.

**BROW-RD COUNTY**  
**PORT EVERGL-DES DEP-RTMENT**  
Hollywood/Ft.Lauderdale/Dania

PROJECT:  
SKETCH OF DESCRIPTION  
**LEASE TO RESOLVE**

|           |         |                           |             |
|-----------|---------|---------------------------|-------------|
| DESIGNED: | DR- NG: | CHECKED:                  | DR- ING NO: |
|           | MTB     |                           |             |
| D-TE      | SC-LE:  | C-DD FILE:                | SHEET:      |
| 09/20/19  | 1"=40'  | 09 2019 RESOLVE LE-SE.dwg | 1 OF 1      |



## 4-HOUR BLOCK TRAINING

Resolve Academy will be providing 4-hour trainings at the premises for Broward Sheriff Office (BSO) Fire Rescue Station Number 6 personnel designed to specifically meet the needs of BSO. Trainings will consist of a variety of processes comprised of educational written instruction, tabletop exercises, and hands-on experiential training as may be applicable to the topic of the training. Previous trainings that have been provided by Resolve, and may be repeated upon request, include:

- LNG Awareness
- Live Fire Training
- Confined Space Rescue Training
- Industrial Incident Management Training

Below is an example of a typical 4-hour training.

### SAMPLE 4-HOUR CLASS DESCRIPTION

**Course Name:** Liquefied Natural Gas Firefighting (F133)

#### Course Description

**Length:** 4-Hours

**Pre-requisites:** Emergency Response Personnel

**Course Capacity:** 16

#### Course Description:

This course was developed to explain and examine the history, properties, uses, dangers and emergency response needs when dealing with Liquefied Natural Gas (LNG). As the production and worldwide transportation of LNG grows, a more thorough understanding of the product becomes essential for emergency responders on all levels. The course will explain the production process, transportation methods and emergency response scenarios of LNG. At the completion of the course, the student will have a better understanding of Liquefied Natural Gas. In addition, the student will have practical training dealing with LNG including extinguishment and spill control.



# Marine Firefighting for Land Based Firefighters

## NFPA Certified Training

### Detailed Teaching Syllabus

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The detailed teaching syllabus has been written in learning-objective format in which the objective describes what the trainee must do to demonstrate that the specific knowledge or skill has been transferred.

| <b>Knowledge, understanding and proficiency<br/>(Learning Objectives)</b>   |
|---|
| <p><b>1. Course Introduction &amp; Registration (1.5 hours)</b></p> <p>Following the NFPA Standard 1005 and recommendations of NFPA 1405, this course was developed especially for the professional fire fighter. It is designed to orient the firefighter to the maritime industry, and a basic understanding of its operation. This course covers topics to include ship's organization, construction, and familiarization. Also covered is In-depth strategy and tactics for various ship configurations, similarities and differences between shipboard and structural firefighting. The class is 60% classroom and 40% practical. The students will learn how to operate in a full scale ICS environment using a variety of outside resources from the public and private sectors.</p> |
| <p><b>2. Maritime Domain &amp; Marine Environment (1.5 hours)</b> Upon completion the firefighter will be able to: understand and define the Maritime Domain/Awareness, describe the effects that the Marine Environment will have during a maritime incident response.</p> <ul style="list-style-type: none"> <li>2.1 Maritime Terminology</li> <li>2.2 Maritime Domain/Awareness</li> <li>2.3 Weather</li> <li>2.4 Vessel Traffic &amp; Navigation</li> <li>2.5 Ports &amp; Terminals</li> </ul>  |
| <p><b>3. Vessel Identification &amp; Familiarization (3 hours)</b></p> <p>Upon completion the firefighter will be able to: when given a Fire Plan, interpret, summarize, and employ all information contained on a vessel's Fire Plan.</p> <ul style="list-style-type: none"> <li>3.1 Passenger</li> <li>3.2 Tanker</li> <li>3.3 Cargo</li> <li>3.4 Ship Construction</li> <li>3.5 Ship Systems</li> </ul>  |
| <p><b>4. Fire Plan Verification &amp; Walk Through of T/V Grey Manatee (2 hours)</b></p> <p>Upon completion the firefighter will be able to: when given a Fire Plan, interpret, summarize, and employ all information contained on a vessel's Fire Plan.</p> <ul style="list-style-type: none"> <li>4.1 Symbol Identification</li> <li>4.2 Structural Fire Protection Identification</li> <li>4.3 Measurement System Commonly Used</li> <li>4.4 Safety Information required</li> <li>4.5 Verification of the Fire Plan used on board the T/V Grey Manatee</li> </ul>  |



| <b>Knowledge, understanding and proficiency<br/>(Learning Objectives)</b>  |
|--|
| <p><b>5. Strategy &amp; Tactics for Incident Response (3 hours)</b></p> <p>Upon completion the firefighter will be able to: identify the type of vessel, conduct a Size Up, determine the additional resources that will be needed, and formulate a plan of action and then carryout that plan.</p> <p>5.1 Size up<br/>5.2 Fire containment / Exposure protection<br/>5.3 Staging of resources<br/>5.4 Offensive / Defensive attack</p>  |
| <p><b>6. Rapid Intervention Team (R.I.T.) (1 hour)</b></p> <p>The firefighter must be able to: establish a Rapid Intervention Team, have on hand all of the necessary equipment for a firefighter rescue, and identify the hazards associated with firefighter rescue during a maritime incident.</p> <p>6.1 R.I.T. for a Maritime Response</p>  |
| <p><b>7. Live Fire Training Safety Brief (30 min)</b></p> <p>Upon completion the firefighter will be able to: indicate the Field Safety Officers location, Emergency Exits in the Grey Manatee and recognize the Emergency Evacuation Alarm when sounded.</p> <p>7.1 Field Safety Officer Facility Briefing<br/>7.2 1403 Live Fire Training Facility Walkthrough</p>   |
| <p><b>8. Search &amp; Rescue (1 hour)</b></p> <p>Upon completion the firefighter will be able to: locate a victim(s) in a zero visibility environment utilizing the correct search pattern and move that victim to a safe location.</p> <p>8.1 Use of protective equipment<br/>8.2 Assessing conditions<br/>8.3 Right &amp; Left search Patterns<br/>8.4 Best method of moving a victim to safety</p>  |
| <p><b>9. Interior Fire Demonstration (1 hour)</b></p> <p>Upon completion the firefighter will be able to: identify the vessel construction features that aid in fire development as well as how these features can be used to contain a fire.</p> <p>Upon completion the firefighter will be able to: summarize how the ventilation system on a vessel can aid in the fires development and how the ventilation system can be controlled to limit the spread of smoke.</p> <p>9.1 Stages of Fire Development<br/>9.2 Thermal Layering<br/>9.3 Vessel construction affecting fire development<br/>9.4 Vessel ventilation affecting fire development</p> |
| <p><b>10. Interior Fire Attack Walkthrough (2.5 hours)</b></p> <p>Upon completion the firefighter will be familiar with the Live Fire Training Vessel T/V Grey Manatee.</p> <p>10.1 Field Safety Officer Facility Briefing<br/>10.2 1403 Live Fire Training Facility Walkthrough</p>   |



| <b>Knowledge, understanding and proficiency<br/>(Learning Objectives)</b>  |
|--|
| <p><b>11. Interior Fire Attacks (8 hours)</b></p> <p>Upon completion the firefighter will be able to: recognize and distinguish the differences between maritime firefighting and structural firefighting.</p> <p>The firefighter will be able to: conduct a Size – Up, organize the resources on hand, identify the additional resources needed and carryout a response.</p> <p>11.1 Size – Up<br/>11.2 Fire Plan<br/>11.3 Resources available<br/>11.4 Resources needed<br/>11.5 Defensive / Offensive Fire Attack</p>   |
| <p><b>12. Drip Pan, Ruptured Flange &amp; Pit Fire (1 hours)</b></p> <p>Upon completion the firefighter will be able to: summarize the loading/unloading operations on tankers, and identify the source of the leak/fire.</p> <p>Upon completion the firefighter will be able to: determine if the fire should be extinguished or with exposure protection in place let the fire continue to burn.</p> <p>12.1 Review vessel identification<br/>12.2 Review Vessel Fire Plan &amp; Cargo Manifest<br/>12.3 Identify the Manifold System<br/>12.4 Extinguishing Agent Selection<br/>12.5 Exposure Protection<br/>Fire Streams for Fire Attack and Firefighter Protection</p>  |
| <p><b>13. Demonstration of a Fixed Carbon Dioxide Suppression System (30 min)</b></p> <p><b>13a. Demonstration of a Fixed High Pressure Water Misting System (30 min)</b></p> <p>Upon completion the firefighter will be able to: identify the various components of a fixed CO2 system.</p> <p>Upon completion the firefighter will be able to: describe the vessel systems that must be secured before the CO2 system can be activated.</p> <p>Upon completion the firefighter will be able to: identify the vessel crew member(s) that must be present to activate the CO2 system.</p> <p>Upon completion the firefighter will be able to: describe the operation of a fixed CO2 system.</p> <p>Upon completion the firefighter will be able to: identify the various components of a Hi - Fog system.</p> <p>Upon completion the firefighter will be able to: describe how the system is activated.</p> <p>Upon completion the firefighter will be able to: describe the operation of a Hi - Fog system.</p> |
| <p><b>14. Final Fire Scenario (4 Hours)</b></p> <p>Upon completion the firefighter will be able to: respond to a fire emergency on board most vessels.</p> <p>The response to this scenario is completely determined by the attendees and the instructors involved are for safety observation only.</p>  |



**Knowledge, understanding and proficiency  
(Learning Objectives)**

**15. Fixed Fire Suppression Systems (2 hours)**

Upon completion the firefighter will be able to: identify the high risk compartments on a vessel, identify the type and components of a Fixed Fire Suppression System installed in that compartment, how it operates, and regulatory requirements for that type of system.

- 15.1 High Risk Compartments
- 15.2 Halon
- 15.3 Halon Replacements
- 15.4 Hi – Fog
- 15.5 Dry/Wet Chemical systems
- 15.6 Sprinklers
- 15.7 Fire Main
- 15.8 Carbon Dioxide
- 15.9 Large volume foam delivery

**16. Incident Command (1 hour)**

Upon completion the firefighter will be able to: state the functions of the various divisions in the Incident Command System, how the US Coast Guard manages a maritime response, identify other agencies that will respond, and how the US Coast Guard can support the Local fire department.

- 16.1 Incident Management
- 16.2 United States Coast Guard Jurisdiction
- 16.3 Local, State and Federal Agencies

**17. Pre – Fire Planning (1 hour)**

Upon completion the firefighter will be able to: return to their jurisdiction and outline what public and private resources are available and the need to start developing working relationships in their jurisdiction to gather viable resources.

- 17.1 Organizational Resources

**18. Legal Issues (1 hour)**

Upon completion the firefighter will be able to: define the Fire Department and US Coast Guard legal responsibilities in the event of a maritime incident.

- Admiralty Law
- 18.1 Force Majeure
- 18.2 Duty to Act
- 18.3 Jones Act

**19. Stability & Damage Control (2 hours)**

Upon completion the firefighter will be able to: identify the vessel's hull markings used to calculate the vessel's draft, summarize visible and non-visible forces affecting the vessel's stability, and describe firefighting actions that will affect the vessel's stability.

- 19.1 Stability Factors
- 19.2 Reduced Stability
- 19.3 States of Stability
- 19.4 Free Surface Effect
- 19.5 Actions to Maintain Stability

INSURANCE REQUIREMENTS

Tenant: Resolve Maritime Academy, LLC  
Agency: Port Everglades Business Development

| TYPE OF INSURANCE   | ADD L INSD                          | SUBR WVD                            | MINIMUM LIABILITY LIMITS                   |                  |             |
|---|-------------------------------------|-------------------------------------|--|------------------|-------------|
|   |                                     |                                     |  | Each Occurrence  | Aggregate   |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><b>Per Occurrence or Claims-Made:</b><br><input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><b>Gen'l Aggregate Limit Applies per:</b><br><input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury                              |                  |             |
|   |                                     |                                     | Property Damage                            |                  |             |
|   |                                     |                                     | Combined Bodily Injury and Property Damage | \$1,000,000      | \$2,000,000 |
|   |                                     |                                     | Personal Injury                            |                  |             |
|   |                                     |                                     | Products & Completed Operations            |                  |             |
|   |                                     |                                     |  |                  |             |
|   |                                     |                                     |  |                  |             |
| <b>AUTO LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto, If applicable<br><i>Note: May be waived if no driving will be done in performance of services/project.</i>  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury (each person)                |                  |             |
|   |                                     |                                     | Bodily Injury (each accident)              |                  |             |
|   |                                     |                                     | Property Damage                            |                  |             |
|   |                                     |                                     | Combined Bodily Injury and Property Damage | \$1,000,000      |             |
| <input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b><br><b>Per Occurrence or Claims-Made:</b><br><input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><i>Note: May be used to supplement minimum liability coverage requirements.</i>   |                                     |                                     |  |                  |             |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b><br><i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>  | N/A                                 | <input checked="" type="checkbox"/> | Each Accident                              | STATUTORY LIMITS |             |
| <input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>   |                                     |                                     | Each Accident                              | \$500,000        |             |
| <input checked="" type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>  |                                     |                                     | If claims-made form:                       | \$1,000,000      |             |
|   |                                     |                                     | Extended Reporting Period of:              |                  |             |
|   |                                     |                                     | *Maximum Deductible:                       |                  |             |
| <input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b><br>All engineering, surveying and design professionals.   |                                     |                                     | If claims-made form:                       |                  |             |
|   |                                     |                                     | Extended Reporting Period of:              |                  |             |
|   |                                     |                                     | *Maximum Deductible:                       |                  |             |
| <input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried.<br><i>Note: Coverage must be "All Risk", Completed Value.</i>  |                                     |                                     | *Maximum Deductible (Wind and/or Flood):   |                  |             |
|   |                                     |                                     | *Maximum Deductible:                       |                  |             |

**Description of Operations:** "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Lessee insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.

**CERTIFICATE HOLDER:**  
Broward County  
1850 Eller Drive  
Fort Lauderdale, Florida 33316  
Attention: Stacie Warren

Digitally signed by  
Norma D  
Date: 2026.03.11  
Risk Management Division 4:59:12 -04'00'



Port Everglades Department  
**SEAPORT ENGINEERING AND FACILITIES MAINTENANCE DIVISION**  
1850 Eller Drive, Fort Lauderdale, Florida 33316-4201 • 954-468-0142 • FAX 954-468-3436

## EXHIBIT D MEMORANDUM

Date: October 9, 2020

To: Josh Miller, Property Manager

From: Erik Neugaard, Environmental Program Manager

Subject: Resolve Fire and Hazard Response, Inc. Lease - Environmental Baseline

On October 8, 2020, a visual inspection of the Resolve Fire and Hazard Response, Inc. site was conducted by Erik Neugaard, Port Everglades Environmental Program Manager, to identify environmental concerns. The inspection included the red-bounded areas shown below, east of the Grey Manatee vessel firefighting training structure. Historical aerial photographs from; 01/25/95, 12/24/99, 12/31/01, 01/28/03, 12/31/03, 01/23/04, 11/30/05, 02/28/06, 01/19/07, 05/07/07, 12/30/08, 12/31/09, 03/31/10, 03/26/11, 10/19/12, 03/06/13, 01/18/14, 04/02/14, 12/15/14, 01/23/16, 03/21/17, 05/07/17, 12/13/17, 06/25/18, 12/10/18, 12/16/18, 12/03/19, and 02/01/20 were also reviewed to identify obvious environmental concerns.



### Background and Discussion

On 05/19/09, the Broward County Environmental Protection and Growth Management Department (EPGMD) sent a letter to Resolve Fire & Hazard Response, Inc. at 1850 SE 17th Street, Suite 204, 33316, indicating a Hazardous Material License is required for their facility at 3391 SE 14th Avenue, 33316, and assigning it Facility ID 13031. The file has information about the fire fighting training facility, but used the wrong address. The correct address is 3305 SE 19th Avenue, 33316. On 07/09/09, EPGMD conducted an inspection and recorded the facility as being "Presumed Out of Business."

Resolve Fire and Hazard Response, Inc. Lease - Environmental Baseline  
October 9, 2020  
Page 2

On September 21, 2020, Josh Miller asked Chauncey Naylor, Director of the Resolve Maritime Academy if Aqueous Film Forming Foam (AFFF) had ever been used on the site, and on the same day, Chauncey Naylor responded no.

On October 9, 2020, an email was sent to EPGMD to determine if the facility at 3305 SE 19th Avenue requires a Hazardous Materials Facility License. If it does not, the port will need to conduct a thorough inspection of the facility.

The purpose of the inspection conducted on October 8, 2020, as well as the review of aerial photographs was to determine if any significant contamination concerns could be visually identified. Though none was identified this facility will need to be inspected by EPGMD or the port to ensure compliance with applicable environmental regulations.

Representative photos from the visual inspection of the site conducted on October 8, 2020, are available upon request from the Seaport Engineering and Facilities Maintenance Division.

#### Findings

No indication of significant contamination was visually observed. Future compliance inspection required.