

Office of School Facilities  
Raul F. Perez, Chief Facilities Design & Construction Officer

**SUBJECT:            AUTHORIZATION FOR THE SUPERINTENDENT TO EXECUTE A LEASE AGREEMENT BETWEEN THE SCHOOL BOARD, AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“JCS”), FOR CONTINUED USE BY JCS OF A PORTION OF THE MIAMI BEACH FIENBERG/FISHER K-8 CENTER CAMPUS, LOCATED AT 610 ESPANOLA WAY, MIAMI BEACH, FLORIDA, TO PROVIDE RECREATIONAL AND SOCIAL PROGRAMS TO THE ELDERLY LIVING IN MIAMI BEACH AND SURROUNDING AREAS**

**COMMITTEE:        FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC BLUEPRINT:        EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

Background

Since March 1981, Jewish Community Services of South Florida, Inc., a Florida Not-for-Profit Corporation (“JCS”) has leased a portion of the Miami Beach Fienberg/Fisher K-8 Center (“School”) campus to provide a broad range of recreational and social programs to the elderly living in the greater Miami Beach community (“Center”). Currently, JCS hosts a variety of complementary programs for older adults, including lunch service, transportation services through Senior Ride and Meal Programs (providing 23,500 trips to 300 seniors to lunchrooms, grocery stores, pharmacies and medical appointments), recreational programming and Lambda Living (offering a range of supportive services to over 250 LGBTQIA older adults annually), and other similar activities and functions serving individuals, families and seniors living in Miami Beach and nearby communities. In 2019, JCS served more than 16,000 hot lunches and provided 400 recreational activities to more than 300 seniors. JCS has also partnered with the District to provide educational programs and to host interns through the Summer Internship Program.

Due to the current COVID-19 Pandemic, JCS transitioned over 120 clients from on-site visits at the Center to home delivered meals, delivering 5,000 meals weekly to over 900 seniors a month living across Miami-Dade County. JCS staff continue to provide wellness checks to its clients, and assists with online shopping and grocery deliveries to homebound seniors.

In 2010, the Board granted JCS a ten-year extension to the Lease Agreement (through March 24, 2021) to assist JCS in qualifying for grant funding necessary to make substantive repairs and upgrades to the Center. With support from Miami-Dade County

and the City of Miami Beach, JCS completed a \$750,000 capital improvement to the property, which included updates to the electrical and plumbing systems, replacement of walls and flooring, reroofing, and various cosmetic and structural interior and exterior improvements. JCS is desirous of completing further upgrades to the facility, including building offices and upgrades to client restrooms to ensure compliance with Americans with Disabilities Act access requirements.

#### Proposed Board Action

As indicated above, the current term of the lease agreement with JCS will expire on March 24, 2021, and there are no extension periods remaining. Given the long term use of the space by JCS, its recent substantial investment in capital improvements to the building and its ongoing commitment to serve the critical needs of the elderly in the greater Miami Beach area, staff is recommending that the Board authorize the Superintendent to enter into a new lease agreement with JCS under similar terms and conditions as the current lease agreement, as further detailed below, upon its determination that such agreement would be in the best interest of the Board. Given its location immediately west of the main campus and across a street, School Operations has confirmed that continued use by JCS for this purpose will have no impact on the operations of the School.

#### Proposed Lease Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into a new lease agreement ("Lease Agreement") with JCS for this purpose. Accordingly, it is recommended that the Board authorize entering into a Lease Agreement with JCS, under, substantially, the following terms and conditions:

- JCS shall lease a portion of the School, located immediately west of the main campus, consisting of an approximate 5,554 square foot one story building and an approximate 5,960 square foot parking lot ("Demised Premises");
- the initial lease term shall commence on March 25, 2021 and end on June 30, 2026;
- the term of the Lease Agreement may be extended, at the sole option of the Board, for two (2) additional five (5) year periods, under the same terms and conditions;
- the Demised Premises shall be used by JCS exclusively as a community center offering adult day services, meals, educational and recreational activities, counseling services, support groups, educational seminars, case management, transportation services through Senior Ride and Meal Programs, Lambda Living (offering support services to LGBTQIA older adults), and other similar activities and functions serving individuals, families and seniors living in Miami Beach and nearby communities;
- JCS shall formulate a plan for opening and operating its programs, in accordance

with all local, County, State, School Board, Federal and/or Centers for Disease Control (“CDC”) guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time, and shall at all times comply with any Emergency Orders implemented by any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to the COVID-19 crisis;

- Rent shall be \$1 per year;
- JCS shall have the right to cancel the Lease Agreement in the event of default by the Board, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the Demised Premises. In addition, JCS shall have the right to cancel the Lease Agreement at any time, without penalty, by providing the Board with 90 days advance written notice;
- the Board shall have the right to cancel the Lease Agreement in the event of default by JCS, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the Demised Premises. In addition, the Board shall have the right to cancel the Lease Agreement at any time, without penalty, by providing JCS with 180 days advance written notice;
- JCS shall establish and pay all utility accounts serving the Demised Premises, and provide all maintenance and repairs of the Demised Premises, and be solely responsible for securing and providing its own custodial and janitorial staff and services;
- JCS shall have the right, subject to prior written notice to and approval of the Board or designee, to make improvements within the Demised Premises, at JCS’s sole cost and expense;
- JCS shall provide liability insurance and any other insurance as required by the District’s Office of Risk and Benefits Management;
- in the event of damage or destruction of all or portions of the Demised Premises, other than damage or destruction caused by JCS, JCS may either repair or replace the damaged facilities or cancel the Lease Agreement. If JCS elects not to repair or replace the damaged facilities or cancel the Lease Agreement, the Board, at its sole option, shall either repair or replace the damaged facilities, at the Board’s expense, or cancel the Lease Agreement;
- damage or destruction of all or portions of the Demised Premises caused by JCS, shall be repaired by JCS at its sole cost and expense;
- JCS shall be responsible for the collection and payment of any taxes, fees or

other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits and other taxes which may be imposed on the Demised Premises or the School, as a result of the leasing, use or occupancy of the Demised Premises by JCS;

- JCS shall comply with all School and District safety and security criteria, and shall at all times retain responsibility for providing supervision and security of the Demised Premises;
- JCS acknowledges and agrees that its use of the Demised Premises shall not unreasonably disrupt nor interfere with any of the District's educational activities or operations at the School, and agrees to work closely with the School Administrator to minimize any impact on District operations;
- JCS shall indemnify and hold the Board harmless against any liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of JCS acts in connection with its activity under this Lease Agreement or by others on behalf of JCS, whether or not due to or caused in part by the negligence or other culpability of the Board, excluding only the sole negligence or culpability of the Board;
- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals or waivers under the Lease Agreement relating to coordinating construction activities by JCS within the Demised Premises, as well as routine operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute amendments to this Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement, and to grant or deny any approvals or waivers required by the Lease Agreement, including authorizing construction within the Demised Premises, placing JCS in default, and renewing, extending, canceling or terminating the Lease Agreement.

The proposed Lease Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Lease Agreement in its final form is attached hereto as Attachment "1".

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, upon its determination that entering into the agreement described herein is in the best interest of the Board, authorize the Superintendent to:

- 1) execute a Lease Agreement between the School Board, and Jewish Community Services of South Florida, Inc., a Florida Not-for-Profit Corporation (“JCS”), for continued use by JCS of a portion of the Miami Beach Fienberg/Fisher K-8 Center campus, located at 610 Espanola Way, Miami Beach, Florida, to provide recreational and social programs to the elderly living in Miami Beach and surrounding areas, and substantially in conformance with the other terms and conditions set forth in the agenda item;
- 2) execute amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement; and
- 3) grant or deny all approvals or waivers required under the Lease Agreement, including, without limitation, renewing, extending, canceling or terminating the Lease Agreement, authorizing construction within the Demised Premises, and placing JCS in default, as may be applicable.

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (“**Agreement**”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the “**Board**”, or “**School Board**” or “**LESSOR**”), and **JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (the “**LESSEE**”). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as “**Party**” and collectively as the “**Parties**”.

### WITNESSETH

WHEREAS, the LESSOR owns and has under its jurisdiction certain real property, located at 610 Espanola Way, Miami Beach, Florida, more particularly described as Folio # 02-4204-007-0070 (“**Site**”), immediately west of the main campus of Miami Beach Fienberg/Fisher K-8 Center (“**School**”); and

WHEREAS, since March 1981, Jewish Community Services of South Florida, Inc., formerly known as JCS of South Florida, Inc., has leased a portion of the Site, currently comprised of a one-story building and parking lot (as set forth in **Exhibit “A”**), attached hereto and made a part hereof, to provide recreational and social programs to the elderly living in Miami Beach and surrounding areas (“**Current Lease Agreement**”); and

WHEREAS, the term of the Current Lease Agreement will expire on March 24, 2021, with no provisions to extend the term, and LESSEE has requested that a new Lease Agreement be entered into by the Parties to allow LESSEE to continue to provide social service and other services to the community, and to make certain improvements and upgrades to the leased facility, at its sole cost and expense; and

WHEREAS, the Parties are desirous of entering into a new Lease Agreement, as more particularly described below, for the continued operation by LESSEE of social service and other services to the community, under the terms and conditions set forth below; and

WHEREAS, the LESSEE has formulated a plan for opening and operating its programs at the Site, which the LESSEE represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control (“**CDC**”) guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time (“**Opening Plan**”); and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Board Action No. \_\_\_\_\_, at its meeting of \_\_\_\_\_, 20\_\_\_\_; and

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WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on \_\_\_\_\_ 20\_\_ in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this Agreement on its behalf.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LESSOR and LESSEE agree as follows:

## I.

### RECITALS

The Parties agree that the above recitals are true and correct and are incorporated herein by reference.

## II.

### DEMISED PREMISES

Effective with the Commencement Date (as defined below) of this Agreement, LESSEE shall lease from LESSOR a portion of the Site consisting of an approximate 5,554 square foot one story building, and an approximate 5,960 square foot paved parking lot, as more particularly described in Exhibit "B", attached hereto and made a part hereof (the "**DEMISED PREMISES**").

## III.

### TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). The initial term of this Agreement shall commence at 12:01 a.m. on March 25, 2021 (hereinafter referred to as the "**Commencement Date**") and end at 11:59 pm on June 30, 2026, unless terminated sooner as provided for in this Agreement ("**Initial Lease Period**").

## IV.

### RENT

The LESSEE shall pay rent to the LESSOR as consideration for its use and occupancy of the DEMISED PREMISES throughout the term of this Agreement and any renewal thereof, in the amount of One Dollar (\$1.00) per year in advance ("**Rent**"), beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

All payments of Rent or any other amounts due shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, to the following location:

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**Miami-Dade County Public Schools  
Planning, Design and Sustainability  
Attention: Executive Director  
1450 N.E. 2<sup>nd</sup> Avenue, Room 525  
Miami, Florida 33132**

If LESSEE fails to pay Rent or any other amounts due on or before the due date, LESSEE shall be required to pay a late fee to LESSOR, at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus five (5) percent, for each and every month that the past due Rent or any other amounts due remains unpaid. Failure of LESSEE to make timely payments of Rent or any other amounts due, pay the past due amount(s) and/or pay the late fees shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement, in accordance with Article XVIII of this Agreement.

## V.

### **USE OF DEMISED PREMISES; CLOSURE DUE TO PANDEMIC**

The DEMISED PREMISES shall only be used by LESSEE, its guests, staff and invitees for the operation of a community center offering adult day services, meals, educational and recreational activities, counseling services, support groups, educational seminars, case management, transportation services through Senior Ride and Meal Programs, Lambda Living (offering support services to LGBTQIA older adults) and other similar activities and functions serving individuals, families and seniors living in Miami Beach and nearby communities. Use of the DEMISED PREMISES for any other purpose shall constitute a material breach under this Agreement. LESSEE shall not have the right to access or use the School or any other Board-owned lands located contiguous to the DEMISED PREMISES.

LESSEE covenants and agrees to accept the DEMISED PREMISES in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants and other encumbrances and limitations of record. LESSOR makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the DEMISED PREMISES for LESSEE'S operations or any specific use. LESSEE, by executing this Agreement, acknowledges and agrees that the LESSOR has made no representations whatsoever regarding the DEMISED PREMISES, including with respect to its environmental condition. LESSEE represents that it is relying and will continue to rely solely on its own investigations of the DEMISED PREMISES in its



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decision to lease it, and LESSEE further acknowledges and agrees that the LESSOR shall not indemnify the LESSEE in any way with respect to the DEMISED PREMISES.

LESSEE shall have full control, custody, right and use of the DEMISED PREMISES throughout the term of this Agreement. LESSEE may, with the approval of the Miami-Dade County Public Schools (“**District**” or “**School District**”) School Administrator, install new locks or re-key existing locks within the DEMISED PREMISES to a non-District key system at LESSEE’S sole cost and expense. In such event, LESSEE shall provide LESSOR with a full set of keys to same. At the expiration, termination or cancelation of this Agreement, LESSEE shall be required, at LESSOR’S sole option, to re-key locks back to the District’s standard key system, at LESSEE’S expense.

The sale or consumption of alcoholic beverages on the DEMISED PREMISES is expressly prohibited. In addition, use of the DEMISED PREMISES for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. LESSEE shall not commit nor permit any violations of applicable laws, rules and regulations of the LESSOR, including LESSOR’S Policies, CITY, COUNTY, STATE, or FEDERAL GOVERNMENT upon the DEMISED PREMISES.

Notwithstanding any other provisions of this Agreement, the LESSEE acknowledges and agrees that the LESSEE shall comply with Miami-Dade County Emergency Order 15-20, Miami-Dade County Emergency Order 21-20, as each Order may be subsequently modified, extended or amended, as well as any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to the COVID-19 crisis (“**Emergency Orders**”) at all times in LESSEE’S use of the DEMISED PREMISES. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities, and the LESSEE shall provide to the LESSOR sufficient documentation acceptable to the LESSOR certifying compliance, at the LESSEE’S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the LESSOR relating thereto, as set forth in **Exhibit “C”**, attached hereto and made a part hereof (“**Certificate of Compliance**”). It is understood and agreed that, by virtue of accepting possession of the DEMISED PREMISES and providing the Certificate of Compliance, the LESSEE certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at LESSEE’S sole cost and expense, with any and

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all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto, as detailed below, until such time as the LESSEE notifies the LESSOR otherwise, in compliance with the provisions of Article XXIX of this Agreement. Enforcement of these procedures and mitigating measures by the LESSEE, in accordance with the Opening Plan, is a condition precedent to the LESSEE'S continued use and occupancy of the DEMISED PREMISES under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement, and may result in the immediate termination of this Agreement by the LESSOR, at the LESSOR'S sole option, and regardless of any other term or provision of this Agreement.

COVID-19 violations may require the immediate closure of the DEMISED PREMISES. In the event of a dispute of more than 48 hours between LESSOR and LESSEE as to closure of the DEMISED PREMISES, the decision of the Superintendent of Schools shall be deemed final and be followed by immediate implementation of mitigating measures in accordance with the then current guidelines.

## VI.

### IMPROVEMENTS

The LESSEE, with prior written Notice to and approval by the LESSOR or its designee, such approval to be issued at the sole discretion of the LESSOR or its designee, may construct interior improvements, and install security cameras and lighting improvements to the parking lot within the DEMISED PREMISES, at LESSEE'S sole cost and expense (all such improvements are collectively referred to herein as the "**Work**"). Notwithstanding the foregoing, LESSEE acknowledges and agrees that construction of improvements or modifications to any other portions of the Site, including without limitation, open areas, or other exterior common areas, may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the DEMISED PREMISES.

Unless otherwise waived by the District, LESSEE acknowledges and agrees that as a precondition to commencing any Work, LESSEE shall be responsible for payment to the BOARD of all costs borne by the BOARD for jurisdictional plan review, permitting, and inspections. LESSEE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD'S consultant of such services. Unless otherwise waived by the District, LESSEE further acknowledges and agrees that as a condition precedent to commencing any Work within the DEMISED PREMISES, LESSEE shall prepay to

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the LESSOR Five Percent (5%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the LESSOR and LESSEE for any design and construction activities within the DEMISED PREMISES. In that capacity, LESSOR shall assist LESSEE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. Additionally, LESSEE shall be responsible for all costs associated with design and construction of the Work, including permits and any and all fees. LESSEE shall provide funding to LESSOR in the full amount charged for these services, prior to issuance by LESSOR of construction permits.

Prior to commencement of construction of any Work by the LESSEE or its contractors at the DEMISED PREMISES, the LESSEE shall submit plans and specifications, as required by the LESSOR, for review and approval. The Parties agree that the Work shall be performed in accordance with plans approved by LESSOR or its designee, which LESSOR may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between LESSEE and its architect/engineer of record shall flow to the LESSOR in the event of errors and omissions, and the LESSOR shall be named as Third Party Beneficiary thereof. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LESSOR. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the LESSEE shall provide evidence of same to the LESSOR prior to commencement of the Work. If required by the LESSOR, at the LESSOR'S sole discretion, LESSEE'S contractors must be pre-qualified by the LESSOR, in accordance with District and School Board Policies, before commencing the Work or any construction activities on the DEMISED PREMISES or any other portion of the School.

The LESSOR'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the LESSOR'S Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, as provided under Article XXXII of this Agreement, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act,

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the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by LESSEE upon completion of the Work, and evidence of same, satisfactory to LESSOR, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and LESSEE shall have no authority to access any other portions of the School not then a part of the DEMISED PREMISES, except as otherwise provided for in this Agreement or as authorized in writing by the LESSOR, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the LESSOR, or its designee, and shall neither unreasonably disrupt or interfere with the LESSOR'S operations at the School. LESSEE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the District School Administrator and assigned District Project Manager to ensure the safety of the LESSOR'S students, staff, visitors, invitees and the public at all times. In addition, LESSEE and its contractors shall work closely with the District School Administrator and assigned District Project Manager to ensure the Work does not interfere with or disrupt School or District operations. LESSEE shall make every reasonable effort to ensure that construction related activities to be performed within the DEMISED PREMISES are conducted during non-School hours, and LESSEE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event LESSEE requires access to the DEMISED PREMISES for any other reason, LESSEE shall first secure the approval of the District School Administrator.

Prior to the commencement of the Work, LESSEE shall provide the LESSOR, or its designee, with a schedule for the commencement and completion of the Work. If the LESSOR, or its designee, requests that LESSEE cease any work within the DEMISED PREMISES due to unreasonable interference or violation of any applicable rules and regulations or the LESSOR'S criteria, then LESSEE shall immediately discontinue its activities at the DEMISED PREMISES, and shall proceed only after the LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

LESSEE shall cause each and every of its contractors and subcontractors performing any work within the DEMISED PREMISES to indemnify, defend and hold harmless the LESSOR, its employees and representatives from any and all liability, damages and claims. In addition, as a

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pre-condition to commencing the Work, LESSEE shall require LESSEE'S contractor(s) to provide the LESSOR with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE'S contractors and subcontractors, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of LESSEE'S contractors and subcontractors, as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. LESSEE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The LESSEE covenants and agrees that it shall indemnify, hold harmless and defend LESSOR from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by LESSEE within the DEMISED PREMISES or elsewhere on the School campus. In addition, LESSEE shall cause each and every of its contractors and subcontractors performing work at the DEMISED PREMISES (hereinafter collectively referred to as "**Lessee's Contractors**", and individually as the "**Lessee's Contractor**") to further covenant and agree, at Lessee's Contractors' own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from, or incidental to the Lessee's Contractors performance under any contract by and between LESSEE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, LESSEE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with Lessee's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between LESSEE and/or its assigns and any Lessee's Contractors.

If, as a result of LESSEE'S actions in the performance of the Work, or failure to act, portions of the School are damaged, in the sole opinion of the LESSOR, then the LESSEE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. LESSEE shall complete the necessary repairs within thirty (60) days of receipt of written notice from the LESSOR. In the event that LESSEE is unable

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to complete the repair work within said thirty (60) day period, LESSEE shall provide the LESSOR with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If LESSEE fails to complete the repair work within the prescribed time frame, then the LESSOR, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse the LESSOR for this work within thirty (30) days of receipt from the LESSOR of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work. In the alternative, the LESSOR may instead place LESSEE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the School site caused by LESSEE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the LESSOR'S students, staff and visitors, and requiring immediate repair, as determined by the LESSOR at the LESSOR'S sole discretion, the LESSOR may, at the LESSOR'S sole discretion, complete the necessary repairs, at LESSEE'S sole cost and expense.

If required by the LESSOR, at the LESSOR'S sole discretion, prior to the start of any construction activities at the School, and irrespective of LESSEE'S estimate of the cost of construction of the Work, LESSEE shall provide to the LESSOR a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the LESSOR. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

LESSEE shall not permit any liens to be filed or attached to the DEMISED PREMISES or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by LESSEE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, LESSEE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of LESSEE, and LESSEE shall cure said violation(s) within thirty (30) days of receipt thereof, at LESSEE'S sole cost and expense. Should LESSEE fail to comply with this requirement, then LESSOR may, by its own effort, cause such lien or other violations to be removed of record and

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cured. LESSEE shall be liable to the LESSOR for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the LESSOR.

It is expressly understood by the Parties that LESSEE shall not commence any of the Work or construction activities within the DEMISED PREMISES or at or about the School site until LESSOR, or its designee, has received all items stipulated in this Agreement and has notified LESSEE, in writing, as to the approved date for the start of the Work.

At the completion of the Work, the LESSEE shall secure an inspection of the Work from LESSOR'S designee, verifying that the Work on the DEMISED PREMISES has been satisfactorily and properly completed, and shall not release the Lessee's Contractors from their contractual obligations or make final payment to the Lessee's Contractors until the LESSOR'S designee attests to the satisfactory completion of the Work. In addition, the LESSEE agrees that the LESSEE or the Lessee's Contractors shall restore the DEMISED PREMISES to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the LESSEE. The LESSEE shall provide to the LESSOR all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the LESSOR.

Notwithstanding the above, LESSEE may request that LESSOR make improvements, alterations or repairs within the DEMISED PREMISES, provided that LESSEE deposits with LESSOR funds in an amount equal to the estimated cost thereof. In such event, LESSEE shall submit a written request to LESSOR setting forth the requested improvements, which LESSOR, in its sole authority, may or may not choose to pursue. LESSOR shall, prior to the initiation of any improvements, provide the LESSEE with a cost estimate for the requested improvements, and LESSEE shall provide upfront funds equal to the amount of such cost estimate. The Parties agree that LESSOR shall not commence any work until LESSOR has received written approval from LESSEE as to the cost of improvements and the upfront funds.

## VII.

### **SUPERVISION AND SECURITY**

In addition to complying with any and all Emergency Orders, the LESSEE shall comply with all federal, state, School Board and School site health, safety, and security requirements and criteria, and provide proper supervision and security for the public, staff, invitees and visitors in its use of the DEMISED PREMISES, and maintain the DEMISED PREMISES safe and secure at all times.

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The LESSEE shall secure and lock all gates and exterior doors within the DEMISED PREMISES at the completion of LESSEE'S daily use of the DEMISED PREMISES. LESSEE acknowledges and agrees that the District School Administrator shall have complete authority over any School site operational issues, including without limitation, building security and safety, and LESSEE shall comply with all such requirements and coordinate with the District School Administrator on an ongoing basis to assure the safety of the District's students, staff, visitors, invitees and the public at all times. In addition, LESSEE acknowledges and agrees that LESSEE'S use of the DEMISED PREMISES shall not unreasonably disrupt nor interfere with any of the District's educational activities or operations at the School, and agrees to work closely with the District School Administrator to minimize any impact on District operations.

LESSEE shall promptly notify the LESSOR or its designee of any and all notices or communications received by LESSEE from any jurisdictional entity, as well as provide notice to LESSOR of any incidents that occurred, in relation to any health and safety issues or law enforcement incidents on the DEMISED PREMISES or elsewhere on the School site. Thereafter, LESSEE shall provide the LESSOR with all information reasonably requested by the LESSOR, and shall cooperate with LESSOR in implementing any policies or procedures by LESSEE required to mitigate any further incidents in this regard. This representation by LESSEE shall constitute a material inducement for LESSOR to enter into this Agreement. LESSEE'S failure to comply with the Supervision and Security provisions may, at LESSOR'S sole option, be deemed a default under the Agreement.

## VIII.

### **MAINTENANCE; CUSTODIAL SERVICES; CAPITAL IMPROVEMENTS/REPAIRS**

LESSEE shall provide all routine maintenance and repairs of the DEMISED PREMISES, including, but not limited to, light bulb and ballast replacement, air conditioning filter cleaning and/or replacement, routine electrical and plumbing repairs, and shall also provide routine care of landscaped areas, parking areas and walking surfaces ("**Routine Maintenance**"). In addition, the Parties acknowledge and agree that LESSEE shall be solely responsible for securing and providing its own custodial and janitorial staff and services, including, without limitation, provision of all required supplies, including soap, hand paper towels, and cleaning/disinfectant supplies that meet LESSEE, LESSOR and department of health standards, at LESSEE'S sole cost and expense. All such maintenance and custodial/janitorial services shall meet, at a minimum, the LESSOR'S standards, operating procedures and frequency of service.



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The Parties acknowledge and agree that it may be necessary, from time to time, for certain capital improvements/repairs to be made beyond those to be provided as a part of Routine Maintenance (“**Capital Improvements/Repairs**”). Capital Improvements/Repairs may include, but is not limited to, major repair and/or replacement of the roof, electrical/plumbing systems, Heating Ventilation Air Conditioning system, and substantive repairs/upgrades to the parking lot to make the area safe and usable. LESSEE agrees to retain all responsibility for this work, at its sole cost and expense. All Capital Improvements/Repairs shall meet the same criteria and be completed in conformance with the provisions set forth in Article VI of this Agreement.

Notwithstanding the above or any other provisions of this Agreement, the LESSEE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or School Board Policy relating thereto, at the LESSEE’S sole cost and expense. Enforcement of these procedures is a condition precedent to the LESSEE’S continued use and occupancy of the DEMISED PREMISES under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement. Occupancy of the DEMISED PREMISES by LESSEE shall be deemed a representation to LESSOR, on which LESSOR will rely, that LESSEE is in full compliance with all Emergency Orders, and will continue to be in full compliance with all applicable Emergency Orders, relating to the COVID-19 pandemic.

## IX.

### INSURANCE

In addition to the provisions set forth in Article XIV of this Agreement, the LESSEE shall, on or before the Commencement Date of this Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

#### A. Workers’ Compensation/Employer’s Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers’ Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

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\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

## B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

## C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

## D. Property Insurance covering LESSEE'S contents within the DEMISED PREMISES.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the LESSOR on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the LESSOR on or before the Effective Date of this Agreement, and shall remain in full force and effect during the term of this

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Agreement, and the LESSEE shall furnish the LESSOR evidence of renewals of such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

X.

**This Article intentionally deleted**

XI.

## **UTILITIES AND OTHER SERVICES**

The LESSEE shall establish and pay any and all utility accounts serving the DEMISED PREMISES including electricity, water, sewer, solid waste disposal, storm water, trash and recycling collection.

XII.

## **INDEMNIFICATION AND HOLD HARMLESS**

LESSEE does hereby agree to indemnify and hold harmless the LESSOR, its members, officers and employees, from and against any and all liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Agreement by or on behalf of LESSEE, whether or not due to or caused in part by the negligence or other culpability of the LESSOR, excluding only the sole negligence or culpability of the LESSOR.

In addition, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from or incidental to performance under this Agreement. Further, LESSEE shall indemnify LESSOR against any successful Claims Bill imposed on the LESSOR related to LESSEE'S actions under this Agreement, and shall make payment under any such successful claim.

The LESSOR does hereby agree to indemnify and hold harmless the LESSEE, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the LESSOR shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LESSOR arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the sole negligence of the LESSOR. However, nothing herein shall be deemed to indemnify the LESSEE from any liability or claim arising out of the negligent

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performance or failure of performance of the LESSEE or as a result of the negligence of any unrelated third party nor for any claim relating to the COVID-19 pandemic.

Notwithstanding the above, in consideration for the School Board allowing the LESSEE to open its social service and other community programs located at the DEMISED PREMISES during the COVID-19 pandemic, the LESSEE shall indemnify, hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits arising out of or in connection with LESSEE'S implementation of the Opening Plan.

Notwithstanding any other provision of this Agreement, as a precondition to access and use by the LESSEE of any or all of the DEMISED PREMISES, the LESSEE shall procure and deliver to School District staff a duly executed copy of the attached 'Obligations of Activity Participants Waiver, Release and Hold Harmless' from each activity participant as defined therein, attached hereto and incorporated herein as **Exhibit "D"**.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of LESSOR'S sovereign immunity.

## XIII.

### **NO LIABILITY FOR PERSONAL PROPERTY**

LESSEE agrees to insure or self-insure its interests in personal property to the extent it deems necessary or appropriate and hereby waives all rights to recovery for loss or damage of such property by any cause whatsoever. LESSEE hereby waives all rights of subrogation under any policy or policies it may carry on property placed or moved on the DEMISED PREMISES.

## XIV.

### **LIABILITY FOR DAMAGE OR INJURY**

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE or its invitees on or about the DEMISED PREMISES, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LESSOR, its agents, representatives or employees, and in such event the LESSOR'S liability shall be subject to the limitations included within Section 768.28, Florida Statutes. The LESSOR shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

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The LESSEE covenants and agrees that during the COVID-19 pandemic, LESSEE shall provide proof of Insurance with coverages acceptable to the School Board's Office of Risk Management, which shall include a self-insured retention with limits not less than \$300,000.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

## XV.

### **ASSIGNMENT AND SUBLETTING**

LESSEE shall not, at any time during the term of this Agreement, sublet in part or whole the DEMISED PREMISES, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED PREMISES, or permit the DEMISED PREMISES to be occupied by other persons, firms, corporations, or governmental units. Any assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result, at LESSOR'S sole option, in the termination of this Agreement, as outlined in Article XVIII of this Agreement.

## XVI.

### **EXTENSION OF AGREEMENT**

The term of this Agreement may be extended, at the sole option of the LESSOR, for two (2) additional periods of five (5) years each, under the same terms and conditions contained in this Agreement, provided LESSEE gives written Notice to the LESSOR, as set forth in Article XXIX, at least one hundred twenty (120) days prior to the expiration of the Initial Lease Period or the then current period, and LESSEE is not in default in performance of the obligations set forth in this Agreement. All extensions of the term shall be accomplished through the execution by the Parties of an amendment to this Agreement.

## XVII.

### **CANCELLATION**

In addition to the provisions of Article XXX, the LESSEE shall have the right to cancel the Agreement, without penalty, in the event of default by LESSOR, which default is not cured within the applicable time frames, as set forth in Article XVIII of this Agreement. In addition, LESSEE shall have the right to cancel this Agreement at any time, without penalty, with Ninety (90) days advance written notice to LESSOR.

In addition to the provisions of Article XXX, the LESSOR shall have the right to cancel this Agreement, without penalty, in the event the LESSEE is in default of any of the terms and

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conditions of this Agreement, which default is not cured within the applicable time frames, as set forth in Article XVIII of this Agreement. In addition, LESSOR shall have the right to cancel this Agreement at any time, without penalty, with One Hundred Eighty (180) days advance written notice to LESSEE.

In the event of cancellation by either Party, the LESSEE shall surrender and vacate the DEMISED PREMISES in compliance with Article XXII of this Agreement.

## XVIII.

### DEFAULT

The LESSOR shall notify the LESSEE in writing regarding the LESSEE'S failure to perform or to comply with the terms and condition of this Agreement. In the event the LESSEE fails to cure the default within thirty (30) days after receiving written notice or does not provide the LESSOR with a written response indicating the status of the LESSEE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the LESSOR shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSEE.

The LESSEE shall notify the LESSOR in writing regarding the LESSOR'S failure to perform or to comply with the terms and conditions of this Agreement. If the LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide the LESSEE with a written response indicating the status of the LESSOR'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the LESSEE shall have the right to cancel this Agreement, without penalty, upon ten (10) days additional written notice to LESSOR.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Agreement by LESSEE beyond the Cure Period (defined below) may result in the cancellation of this Agreement, irrespective of any other provisions of Article XVII of this Agreement. The School Board shall provide LESSEE with written notice of a material breach of this Agreement, specifying the facts that form the basis of the material breach. LESSEE shall have three (3) business days from the date it receives the written notice to cure the material breach ("**Cure Period**"). The following shall constitute a material breach on the part of LESSEE: (1) notwithstanding virtual programs and services offered by LESSEE to protect the health and wellbeing of clients and staff during a health emergency, failure to operate LESSEE'S programs and services on the DEMISED PREMISES for

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more than one-hundred twenty (120) consecutive days after the Commencement Date of this Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Agreement, (5) in the event the tax-exempt status of the DEMISED PREMISES or School is rescinded or is at risk of being rescinded, as outlined in Article XXXIX(K) of this Agreement, (6) assignment or sublet of the DEMISED PREMISES, (7) failure to pay Rent or any other expenses to LESSOR as provided for in Article IV of this Agreement, (8) use of the DEMISED PREMISES for any reason not provided for in Article V of this Agreement, and (9) failure to comply with any and all Emergency Orders and the provisions of the Certificate of Compliance, as set forth in Article V of this Agreement.

## XIX.

### **PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Agreement, LESSEE shall and may peaceably have, hold and enjoy the above described DEMISED PREMISES, without hindrance or interference by the LESSOR.

## XX.

### **LESSOR'S RIGHT OF ENTRY**

Other than in event of an emergency, after first providing reasonable notice to LESSEE, the LESSOR, or any of its agents, representatives or employees, shall have the right to enter said DEMISED PREMISES at all reasonable times to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED PREMISES, provided such activities do not unreasonably interfere with LESSEE'S use of the DEMISED PREMISES.

## XXI.

### **TAXES AND REGULATORY COMPLIANCE**

LESSEE shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits or other taxes which may be imposed on the School or DEMISED PREMISES, as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the DEMISED PREMISES, LESSEE acknowledges and agrees that it shall

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be responsible for compliance with all applicable requirements, at LESSEE'S sole cost and expense.

Non-compliance with the provisions of this Article XXI shall be deemed a material breach of this Agreement.

## XXII.

### **SURRENDER OF PREMISES**

Except as otherwise provided in this Agreement, LESSEE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DEMISED PREMISES to LESSOR in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The LESSEE shall be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the DEMISED PREMISES. In addition, LESSEE shall be required, at LESSOR'S sole option, to re-key locks changed by LESSEE, if any, back to the District's key system, and to remove any improvements, facilities or signage constructed or installed by LESSEE under this Agreement, and to restore the DEMISED PREMISES to the same or better condition as existed before the Commencement Date of this Agreement, including, without limitation, the parking lot. In the event LESSOR elects to retain any or all improvements constructed or installed by LESSEE, LESSEE agrees to convey title to the improvements to LESSOR, without compensation or remuneration to LESSEE or any other parties.

LESSEE shall promptly return all keys and other items belonging to LESSOR and shall coordinate with the LESSOR to ensure a proper and timely surrender of the DEMISED PREMISES. Any of LESSEE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

## XXIII.

### **AMENDMENTS**

In addition to the requirements set forth elsewhere in this Agreement, LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement duly approved by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. Such amendments shall be effective only when signed by LESSOR and LESSEE and shall be incorporated as part of this Agreement.



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## XXIV.

### **NON-DISCRIMINATION**

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the DEMISED PREMISES. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED PREMISES by a Party hereto has occurred, such event shall be treated as a Default hereunder.

## XXV.

### **LEGAL FEES AND COURT COSTS**

In the event of any dispute or litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs, from pre-trial proceedings through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

## XXVI.

### **CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be exclusively in Miami-Dade County, Florida. All applicable laws shall be construed as same presently exist and as they may be amended hereafter.

## XXVII.

### **SEVERABILITY**

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

## XXVIII.

### **WAIVER**

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by LESSOR or LESSEE. The failure of any Party to insist upon strict performance

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of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

## XXIX.

### **NOTICE AND GENERAL CONDITIONS**

A. All notices or communications under this Agreement by either Party to the other (“**Notice**”) shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to LESSOR:

The School Board of Miami-Dade County, Florida  
c/o Superintendent of Schools  
School Board Administration Building  
1450 N.E. Second Avenue, Room 912  
Miami, Florida 33132  
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools  
Office of School Facilities  
Attention: Chief Facilities Design & Construction Officer  
1450 N.E. Second Avenue, Room 923  
Miami, Florida 33132  
Fax: 305-995-1918  
E-mail: [RPerez6@dadeschools.net](mailto:RPerez6@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida  
School Board Attorney's Office  
1450 NE 2<sup>nd</sup> Avenue, Room 400  
Miami, FL 33132  
Attn: School Board Attorney  
Fax: 305-995-1412  
E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

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In the case of notice or communication to LESSEE:

Jewish Community Services of South Florida, Inc.  
735 NE 125 Street  
North Miami, Florida 33161  
Attn: Miriam Singer, President & CEO  
Phone: 305-403-6568

B. For purposes of this Agreement, the Superintendent of Schools or designee shall be the party designated by the LESSOR to grant or deny any and all approvals under this Agreement relating to coordinating construction activities by LESSEE within the DEMISED PREMISES, as well as routine operational issues.

C. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSOR to execute amendments to this Agreement within the authority granted him by the School Board in this Agreement, and to grant or deny any approvals required under this Agreement, including authorizing construction within the DEMISED PREMISES, placing the LESSEE in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

D. As further detailed in Article XXXVII, prior to execution of this Agreement, LESSEE shall deliver to the LESSOR sufficient documentation, acceptable to the LESSOR, evidencing that LESSEE is active and authorized to do business in the State wherein it was duly organized and in the State of Florida, including any and all documentation relating to LESSEE'S formation, existence and legal and good standing status, with corporate or legal status to be provided periodically thereafter, as required by the LESSOR. In addition, LESSEE shall deliver to LESSOR, prior to execution of this Agreement, the necessary resolutions in a form acceptable to LESSOR, verifying that LESSEE is authorized to enter into this Agreement, and that the party signing this Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided.

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Counsel for LESSOR and Counsel for LESSEE may deliver Notice on behalf of LESSOR and LESSEE, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

**XXX.**

## **DAMAGE AND DESTRUCTION**

Other than damage or destruction caused by LESSEE, in the event the DEMISED PREMISES should be destroyed or so damaged by fire, windstorm or other casualty, in whole or in part, to the extent the DEMISED PREMISES are rendered untenable or unfit for the purposes intended, LESSEE may cancel this Agreement with thirty (30) days advance written notice to LESSOR. If LESSEE fails to cancel this Agreement, LESSOR may, at LESSOR'S sole option, either cancel this Agreement by giving written notice to the LESSEE, or repair or replace the damaged/destroyed facilities, at LESSOR'S expense. If LESSOR opts to repair or replace the damaged/destroyed facilities, then LESSOR shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs, coordination with FEMA, and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenable within the aforementioned time period, then LESSEE may, at its sole option, cancel this Agreement with ten (10) days advance written notice.

Any damage or destruction sustained to all or portions of the DEMISED PREMISES or School site as a result of LESSEE'S actions shall be repaired by LESSEE, at LESSEE'S sole cost and expense. In that event, LESSEE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenable within the aforementioned time period, then LESSOR may, at its sole option, place the LESSEE in default.

LESSOR and LESSEE agree that in the event of cancellation of the Agreement due to damage or destruction, LESSEE shall surrender the DEMISED PREMISES to LESSOR in compliance with Article XXII of the Agreement.

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XXXI.

## HAZARDOUS MATERIALS

For purposes of this Agreement, the term “**Hazardous Substances**” shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term “**Environmental Law**” shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School or DEMISED PREMISES, or arising from LESSEE’S use or occupancy of the DEMISED PREMISES, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED PREMISES. The term “**Hazardous Substances Discharge**” shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED PREMISES (unless caused solely by LESSOR), or that arises at any time from LESSEE’S use or occupancy of the DEMISED PREMISES.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law on the DEMISED PREMISES or elsewhere on the School site, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED PREMISES, or the transportation to or from the DEMISED PREMISES of any Hazardous Substance.

LESSEE shall, at LESSEE’S expense, comply with all applicable Environmental Laws with respect to the DEMISED PREMISES. LESSEE shall, at LESSEE’S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED PREMISES during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by LESSEE with respect to the DEMISED PREMISES or caused by the LESSEE elsewhere on the School site, then LESSEE shall, at LESSEE’S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. LESSEE shall promptly notify LESSOR of any notices or communications received from any jurisdictional entity in relation to any

# ATTACHMENT 1

environmental issues on the DEMISED PREMISES or elsewhere on the School site, and shall promptly provide LESSOR with all information reasonably requested by LESSOR regarding LESSEE'S use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED PREMISES.

LESSEE shall indemnify LESSOR against any Hazardous Substances Discharge demonstrated to have been caused by LESSEE. The obligations and liability of LESSEE under this paragraph shall survive the expiration, cancellation or termination of this Agreement.

## XXXII.

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

LESSEE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or Board policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. The Parties further agree that this Agreement may be modified by the Board in compliance therewith.

## XXXIII.

### **SUBORDINATION**

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LESSOR under those leases and to all financing that may now or hereafter affect the leases, the DEMISED PREMISES or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, LESSEE shall execute, within thirty (30) calendar days of request, any certificate that LESSOR may request.

## XXXIV.

### **FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. LESSEE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The LESSEE shall keep and maintain public records required by the LESSOR to perform the service. The LESSEE shall keep records to show its compliance with this Agreement. LESSEE'S contractors and subcontractors must make

# ATTACHMENT 1

available, upon request of the LESSOR, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the LESSEE or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the LESSOR'S custodian of public records, the LESSEE shall provide the LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The LESSEE shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement if the LESSEE does not transfer the records to the LESSOR. The LESSEE, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The LESSEE, upon completion of the Agreement, shall transfer, at no cost to the LESSOR, all public records in possession of the LESSEE or keep and maintain public records required by the LESSOR to perform the service. If the LESSEE transfers all public records to the LESSOR upon completion of the Agreement, the LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSEE keeps and maintains public records upon completion of the Agreement, the LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LESSOR, upon request from the LESSOR'S custodian of public records, in a format that is compatible with the information technology systems of the LESSOR.

The LESSEE shall incorporate this provision into every contract that it enters into relating to the DEMISED PREMISES.

**IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

**XXXV.**

## **SIGNAGE**

LESSEE shall be permitted to install identification signage on the exterior of the DEMISED PREMISES, subject to the express prior written approval of LESSOR, or its designee. In addition, such signage, if approved, shall be installed in conformance with all rules and regulations governing

# ATTACHMENT 1

public schools, and at LESSEE'S sole cost and expense.

Upon the termination, expiration or cancellation of this Agreement, LESSEE shall remove, at LESSEE'S expense, from the DEMISED PREMISES any signage erected by LESSEE, and restore the area to the same or better condition as existed prior to LESSEE'S installation of the signage.

## XXXVI.

### **USE OF SCHOOL AND DEMISED PREMISES AS A REVENUE GENERATOR**

LESSOR shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with LESSOR'S Policies, relating to the DEMISED PREMISES and School site, including, without limitation, third party advertising, installation of wireless telecommunications facilities and/or other similar endeavors, provided such endeavors do not unreasonably interfere with LESSEE'S rights to peaceful enjoyment of the DEMISED PREMISES.

## XXXVII.

### **REPRESENTATIONS**

A. LESSEE is duly organized, validly existing, and in good standing under the laws of the State of Florida and is duly qualified to transact business in the State of Florida. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement, and LESSEE shall provide evidence of same to LESSOR prior to the Effective Date of this Agreement and annually thereafter, as required by the LESSOR. LESSEE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by LESSEE of its obligations under this Agreement, have been duly authorized by all necessary action of LESSEE, and do not contravene or conflict with any provisions of LESSEE'S Articles of Incorporation and By-Laws, or any other agreement binding on LESSEE. The individual(s) executing this Agreement on behalf of LESSEE has/have full authority to do so.

B. LESSEE'S use of the DEMISED PREMISES shall be leasehold in nature, and the LESSOR shall at all times retain Fee Simple ownership of the DEMISED PREMISES and balance of the School site.

## XXXVIII.

### **INTELLECTUAL PROPERTY RIGHTS**

LESSEE shall indemnify and hold harmless the LESSOR from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If LESSEE uses any design, device, materials or works covered by



# ATTACHMENT 1

letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the LESSEE shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

## XXXIX.

### MISCELLANEOUS PROVISIONS

- A. RECORDATION: This Agreement shall not be recorded, in any form, by either Party.
- B. EMINENT DOMAIN: If the DEMISED PREMISES or any part of the School are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Rent or any other financial obligation of LESSEE will be prorated to the date of termination. LESSEE may pursue all available remedies for the taking but will have no interest in the award made to the LESSOR.
- C. 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.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. WAIVER OF TRIAL BY JURY: THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR LESSEE'S USE OR OCCUPATION OF THE DEMISED PREMISES.
- F. HEADINGS FOR CONVENIENCE ONLY: The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- G. BROKERS: LESSEE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for

# ATTACHMENT 1

brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

- H. PROMOTION: Other than activities undertaken to promote LESSEE'S program, LESSEE shall not be permitted to use the DEMISED PREMISES for any type of promotion or advertising of any kind or nature whatsoever.
- I. USE APPROVALS: LESSEE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the operation of LESSEE'S programs at the DEMISED PREMISES, prior to the Commencement Date of the Agreement.
- J. COUNTERPARTS: This Agreement may be signed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- K. TAX-EXEMPT STATUS: In addition to the provisions of Article XXI of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES or School is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the LESSEE, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement for cause, as outlined in Article XVII of this Agreement. Payment of any taxes so imposed shall be remitted to the LESSOR within ten (10) days of receipt of notice, without demand.
- L. REGULATORY AUTHORITY: It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall in no way be estopped from withholding or refusing to issue any approvals of applications under present or future laws and regulations of whatever nature applicable to the LESSEE or be liable for the same. Furthermore, the School Board or the School District shall not, by virtue of this Agreement be obligated to grant any approvals of applications under present or future laws

# ATTACHMENT 1

of whatever nature applicable to the foregoing.

M. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.

**XL.**

## **ENTIRE AGREEMENT**

This Agreement and all Exhibits attached hereto, as those Exhibits may be substituted from time to time as provided for herein, constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by LESSOR and LESSEE.

**[INDIVIDUAL SIGNATURE PAGES FOLLOW]**

# ATTACHMENT 1

**IN WITNESS WHEREOF**, the LESSOR and the LESSEE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO LESSOR:

**LESSOR:**  
THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Alberto M. Carvalho  
Superintendent of Schools

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO RISK  
MANAGEMENT ISSUES:**

Office of Risk and Benefits Management

\_\_\_\_\_  
Risk and Benefits Officer  
Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Jaime G. Torrens  
Chief of Staff  
Date: \_\_\_\_\_

**TO THE LESSOR:  
APPROVED AS TO TREASURY  
MANAGEMENT ISSUES**

Office of Treasury Management

\_\_\_\_\_  
Treasurer  
Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
School Board Attorney  
Date: \_\_\_\_\_

# ATTACHMENT 1

WITNESSES AS TO LESSEE:

**LESSEE:**  
**JEWISH COMMUNITY SERVICES OF**  
**SOUTH FLORIDA, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

# **ATTACHMENT 1**

**EXHIBIT "A"**

**TO**

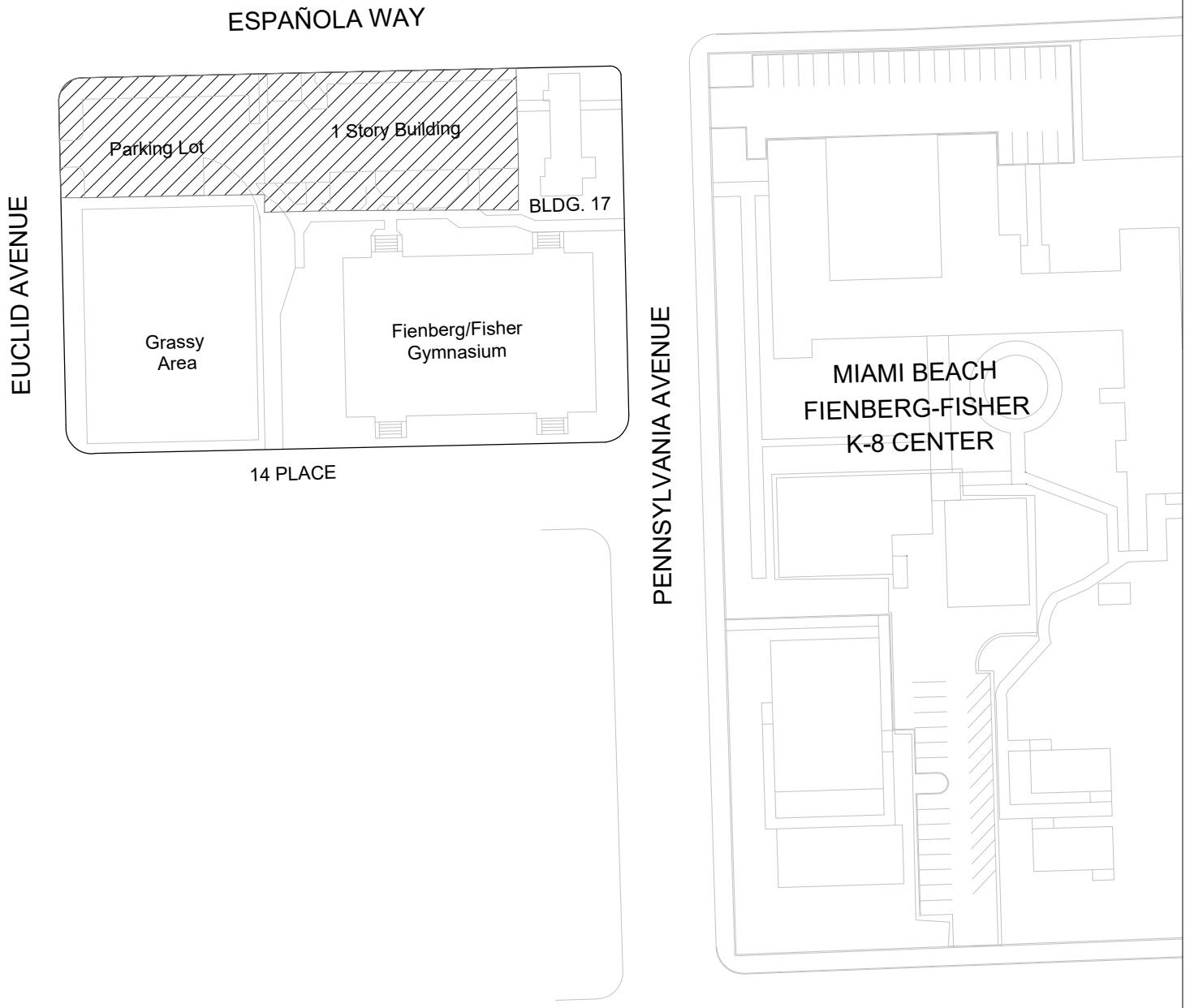
**LEASE AGREEMENT**

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**PLAN DEPICTING THE PORTION OF THE SITE CURRENTLY OCCUPIED AND USED BY  
LESSEE, COMPRISED OF A ONE-STORY BUILDING AND PARKING LOT**

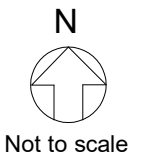
[consisting of two (2) pages, including this title page]

# Exhibit "A"



**Legend**

 Demised Premises



# **ATTACHMENT 1**

**EXHIBIT "B"**

**TO**

**LEASE AGREEMENT**

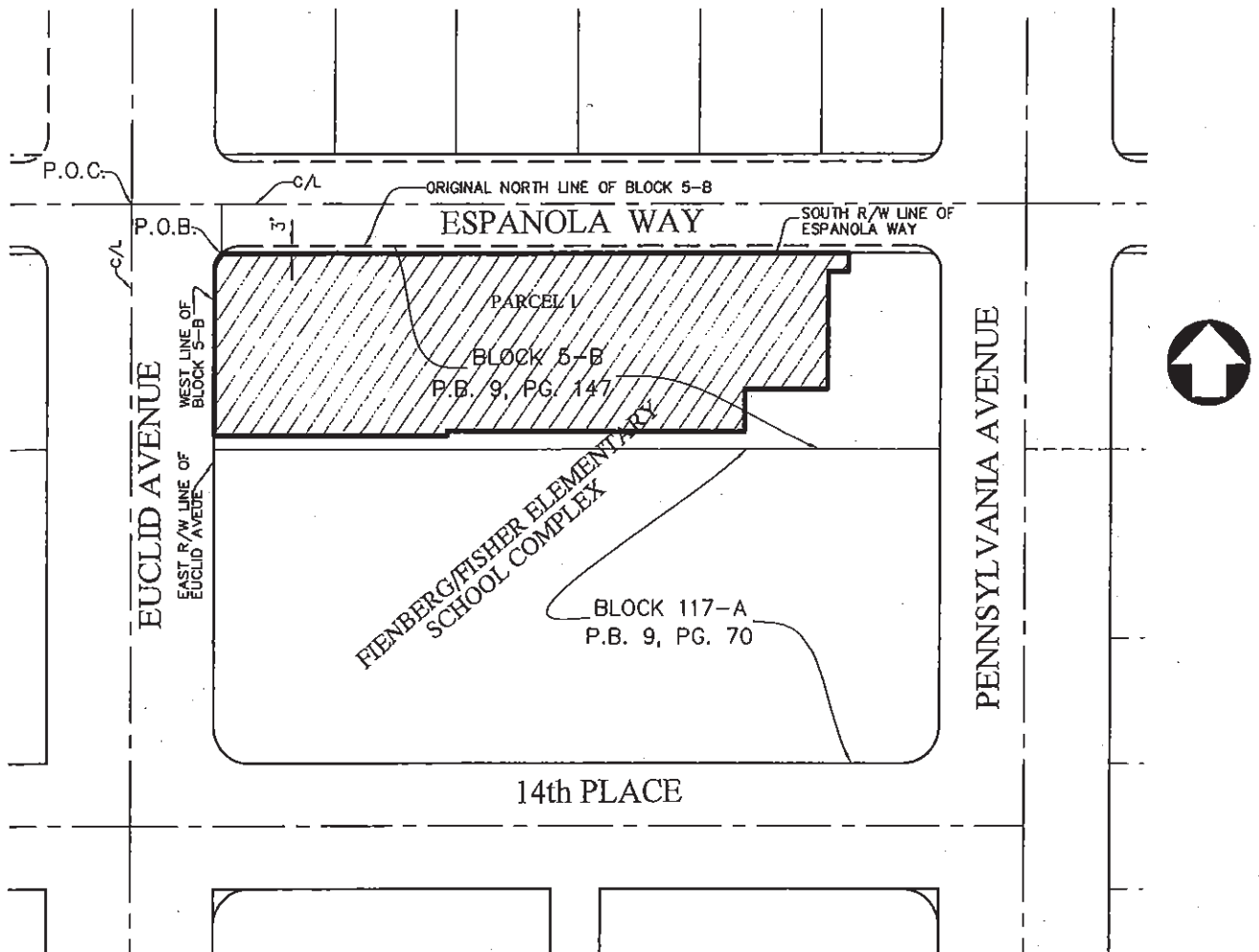
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## **DEMISED PREMISES**

[Survey consisting of five (5) pages, including this title page]



Exhibit "B"



PORTION OF SECTION 34-53-42

NOTICE:

Not full and complete without Pages 2, 3 & 4

Page 1 of 4

EXHIBIT  
LOCATION SKETCH

NOT TO SCALE

-THIS IS NOT A BOUNDARY SURVEY-

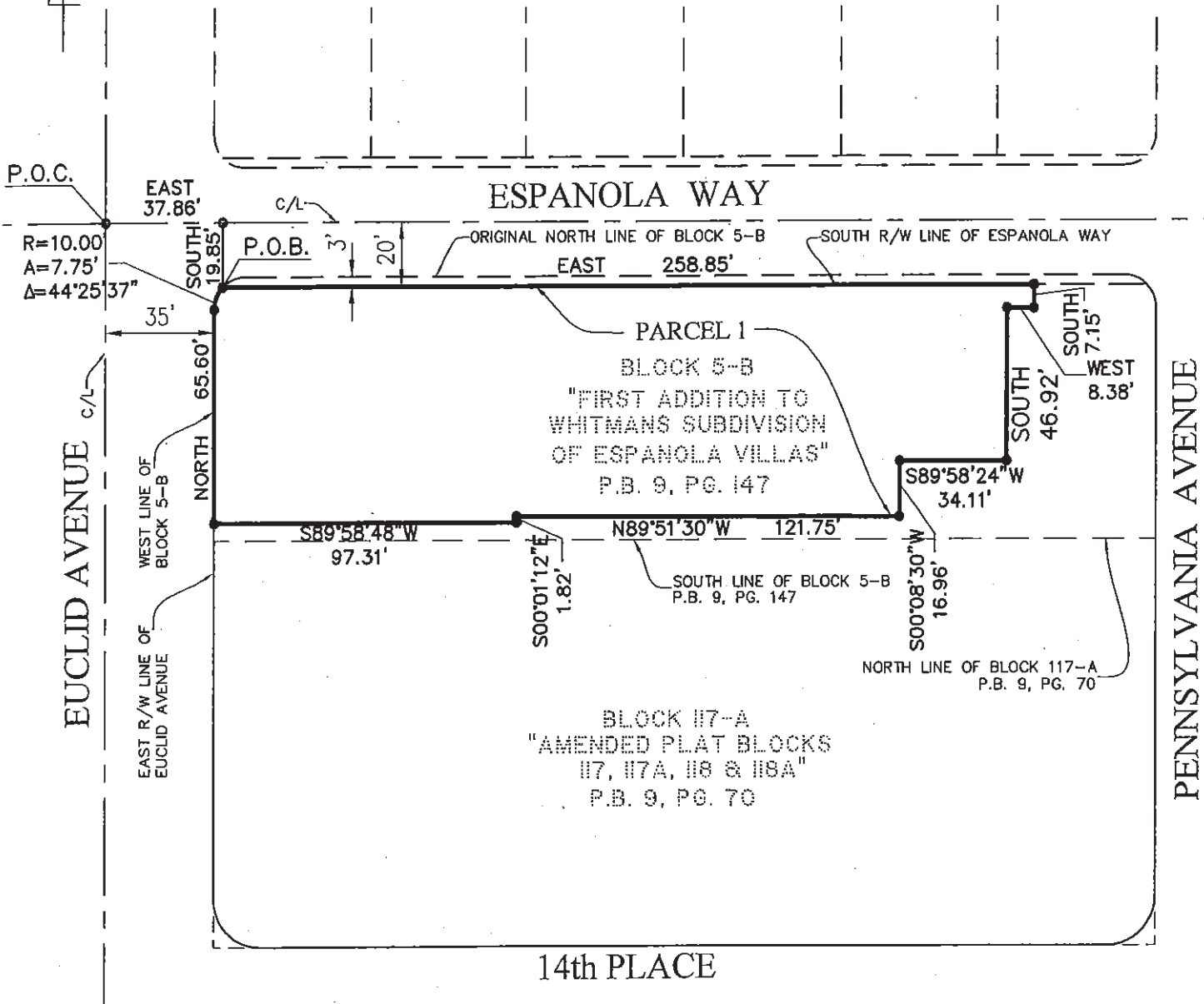
SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
"FIENBERG/FISHER ELEMENTARY SCHOOL COMPLEX",  
601 14th PLACE, MIAMI BEACH, FLORIDA 33000

Folio # 02-4204-007-0070  
MIAMI-DADE COUNTY

Section 34, Township 53 South, Range 42 East

Date: August 9th, 2013

Exhibit "B"



LEGEND

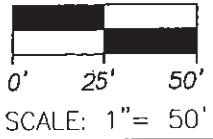
P.O.B.	Point of Beginning	SEC.	Section
P.O.T.	Point of Termination	TWP.	Township
P.O.C.	Point of Commence	RGE.	Range
P.B.	Plat Book	☉	Centerline
PG.	Page	COR	Corner
R/W	Right-of-Way		

NOTICE:  
Not full and complete without Pages 1, 3 & 4  
Page 2 of 4

EXHIBIT SKETCH

-THIS IS NOT A BOUNDARY SURVEY-

GRAPHIC SCALE



SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 "FIENBERG/FISHER ELEMENTARY SCHOOL COMPLEX",  
 601 14th PLACE, MIAMI BEACH, FLORIDA 33000  
 Folio # 02-4204-007-0070  
 MIAMI-DADE COUNTY  
 Section 34, Township 53 South, Range 42 East  
 Date: August 9th, 2013

**Exhibit "B"**

**PARCEL 1**

**LEGAL DESCRIPTION:**

A portion of land in Block 5--B of FIRST ADDITION TO WHITMANS SUBDIVISION OF ESPANOLA VILLAS, recorded in Plat Book 9, at Page 147 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the intersection of the Centerline of Espanola Way and the Centerline of Euclid Avenue; thence East along said Centerline of Espanola Way, for a distance of 37.86 feet; thence South for a distance of 19.85 feet to the Point of Beginning of the hereinafter described parcel; thence East along a line 3 feet South and parallel with the North line of said Block 5-B of said Plat Book 9, Page 147, also being the South Right-of-way line of Espanola Way, for a distance of 258.85 feet; thence South, for a distance of 7.15 feet; thence West, for a distance of 8.38 feet; thence South, for a distance of 46.92 feet; thence S89°58'24"W, for a distance of 34.11 feet; thence S00°08'30"W, for a distance of 16.96 feet; thence N89°51'30"W, for a distance of 121.75 feet; thence S00°01'12"E, for a distance of 1.82 feet; thence S89°58'48"W, for a distance of 97.31 feet; thence North along the West line of said Block 5-B of said Plat Book 9, Page 147, also being the East Right-of-way line of Euclid Avenue, for a distance of 65.60 feet to a point of curvature; thence run along a circular curve to the right, having for its elements a radius of 10 feet, a central angle of 44°25'37", and an arc distance of 7.75 feet to the Point of Beginning.

Containing 17,599 Square Feet or 0.40 Acres more or less by calculations.

**NOTICE:**

Not full and complete without Pages 1, 2 & 4

Page 3 of 4

**EXHIBIT  
LEGAL DESCRIPTION  
-THIS IS NOT A BOUNDARY SURVEY-**

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
"FIENBERG/FISHER ELEMENTARY SCHOOL COMPLEX",  
601 14th PLACE, MIAMI BEACH, FLORIDA 33000  
Folio # 02-4204-007-0070  
MIAMI-DADE COUNTY  
Section 34, Township 53 South, Range 42 East  
Date: August 9th, 2013

**Exhibit "B"**

**SOURCES OF DATA:**

The Legal Description of the Subject Parcel of Land was generated from information provided by the client. In addition, the following sources of data were used to the extent required to complete this document in a defensible manner. That is to say:

- North Arrow refers to an assumed value of East, along the North line of Block 5-B of plat of FIRST ADDITION TO WHITMANS SUBDIVISION OF ESPANOLA VILLAS, Miami-Dade County, Florida.
- Field work performed by JBA on July 26, 2013, in order to define Parcel 1, as per sketch provided by client.

**CLIENT INFORMATION:**

This Sketch and Legal Description is certified to:

"The School Board of Miami-Dade County, Florida, its successors and/or assigns; and Walter J. Harvey, Esq., School Board Attorney and its successors in office"

**LIMITATIONS:**

Since no other information other than what is cited in the Sources of Data was furnished, the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch that may be found in the Public Records of Miami-Dade County, or any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear in public records.


This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief. Further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

**J. BONFILL & ASSOCIATES, INC.**

Florida Certificate of Authorization Number LB3398  
7100 Southwest 99th Avenue, Suite 104  
Miami, Florida 33173 Phone: 305.598.8383

By: -----

**Juan J. Bonfill, P.L.S.**

Professional Land Surveyor No. 3179

State of Florida

August 9, 2013

Project: 13-0266

Job: 13-0266 Sketch & Legal

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps and Reports by other than the signing party are prohibited without the written consent of the signing party. This document consists of multiple Exhibits and Sheets. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17 of the Florida Administrative Code.

**NOTICE:**

Not full and complete without Pages 1, 2 & 3

**EXHIBIT  
SURVEYOR'S NOTES**

-THIS IS NOT A BOUNDARY SURVEY-

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
"FIENBERG/FISHER ELEMENTARY SCHOOL COMPLEX",  
601 14th PLACE, MIAMI BEACH, FLORIDA 33000  
Folio # 02-4204-007-0070  
MIAMI-DADE COUNTY  
Section 34, Township 53 South, Range 42 East  
Date: August 9th, 2013

# **ATTACHMENT 1**

**EXHIBIT "C"**

**TO**

**LEASE AGREEMENT**

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## **CERTIFICATE OF COMPLIANCE**

[consisting of two (2) pages, including this title page]

**EXHIBIT "C"**

**CERTIFICATE OF COMPLIANCE**

By executing and delivering this Certificate of Compliance to the School Board, as required under the terms and conditions of the Lease Agreement between The School Board of Miami-Dade County, Florida, and Jewish Community Services of South Florida, Inc. ("Lease Agreement"), I am hereby certifying and attesting to the following:

1. I am authorized to execute this Certificate of Compliance, in accordance with the By-Laws and regulations of Jewish Community Services of South Florida, Inc.;
2. I hereby certify to the School Board that Jewish Community Services of South Florida, Inc., is in compliance with the Reopening Plan, any and all Emergency Orders, and any policies or requirements established by the School Board related thereto, as set forth in the Lease Agreement;
3. I further certify that Jewish Community Services of South Florida, Inc., has accepted possession of the Demised Premises under all terms and conditions set forth in the Lease Agreement, and it shall continue to be in full compliance, at its sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto, until such time as Jewish Community Services of South Florida, Inc., notifies the School Board otherwise, in conformance with the Notice provision of the Lease Agreement between the parties.

JEWISH COMMUNITY SERVICES  
OF SOUTH FLORIDA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT 1**

**EXHIBIT "D"**

**TO**

**LEASE AGREEMENT**

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**OBLIGATIONS OF ACTIVITY PARTICIPANTS WAIVER, RELEASE AND HOLD HARMLESS**

[consisting of three (3) pages, including this title page]

# EXHIBIT “D”

## **Obligations of Activity Participants** **Waiver, Release & Hold Harmless**

### COVID-19 and Voluntary Third-Party Activities

**Activity:** \_\_\_\_\_

**Participant’s Name:** \_\_\_\_\_

I desire to participate (“Activity Participant”) in one or more voluntary activities being held on the campus(es) of the School Board of Miami-Dade County, Florida (“School Board”). I acknowledge that the novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact, including in Miami-Dade County. I further acknowledge that federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

Jewish Community Services of South Florida, Inc. (“Organization”) will be conducting certain activities on the Miami Beach Fienberg-Fisher K-8 Center campus under the terms of a Lease Agreement with the School Board. I understand that if I choose to participate in these activities (hereinafter “Activity”), the Activity will be controlled, organized, contracted, staffed and insured independent of the School Board, and will be conducted with the safety protocols this Organization deems appropriate under the circumstances at the time, which may be subject to change. I understand that the School Board will not be responsible for implementing, supervising, or informing the Activity Participant(s) of this Organization’s safety protocols, and that it is solely my responsibility, as well as the Activity Participant’s, to adhere to all state, federal, and local safety protocols, as well as those the Organization provides.

In an effort to ensure the safety and wellness of our school community, I understand the importance of Activity Participants being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks to screen for fever before arrival to the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If I have a fever, I will not participate in the Activity until I have been without a fever for at least 72 hours.
- Determine if I display signs of illness, which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If I exhibit any of these signs or symptoms, I will not participate in the Activity until I have been without signs or symptoms for at least 72 hours.



- Confirm that, before and while participating in the Activity, I have not tested positive for COVID-19 in the past 14 days, am not waiting for test results based on a diagnosed or suspected case of COVID-19, and have not within 14 days returned from an area subject to CDC Level 3 Travel Health Notice.
- Confirm that, before and while participating in the Activity, I have not been in contact with someone who has either tested positive for COVID-19 in the past 14 days, am waiting for test results based on a diagnosed or suspected case of COVID-19, or have returned from a highly impacted area subject to a CDC Level 3 Travel Health Notice. If I have been in contact with such a person, including from the same household, I will not participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly arrange for pickup from the Activity if signs or symptoms of illness are present. I understand that I am to remain home until illness-free for at least 72 hours without the use of medicine.

By signing this document, I acknowledge and affirm all of the statements above. I also understand that I may unavoidably be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, the Organization, School Board staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

**In consideration of my being able to participate in the Activity, I, as well as anyone entitled to act on my behalf, hereby knowingly and voluntarily forever waive, release, and hold the School Board and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys’ fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I, or my or our representatives, sustain during or related to my participation or involvement in the Activity.**

If this Waiver, Release and Hold Harmless or any portion thereof is determined to be invalid or unenforceable for any reason, the remaining provisions of this Waiver, Release, and Hold Harmless, as well as any other agreement(s) concerning my participation in this Activity, shall be unaffected and remain in full force and effect.

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Signature of Activity Participant

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Print name of Activity Participant

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Date of signature