

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH DADE COUNTY DENTAL RESEARCH CLINIC, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (D/B/A COMMUNITY SMILES), FOR USE OF SPACE BY COMMUNITY SMILES WITHIN THE LINDSEY HOPKINS TECHNICAL COLLEGE, LOCATED AT 750 N.W. 20 STREET, MIAMI, FOR THE OPERATION OF A NOT-FOR-PROFIT DENTAL CLINIC AND ASSOCIATED OFFICES, LABORATORIES AND ANCILLARY FACILITIES, DIRECTLY RELATED TO THE PROVISION OF DENTAL CARE FOR THE UNINSURED, LOW-INCOME CHILDREN AND FAMILIES OF SOUTH FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

Since 1974, Dade County Dental Research Clinic, Inc., a Florida not-for-profit corporation (D/B/A Community Smiles), has occupied and used space within Lindsey Hopkins Technical College ("School"), located at 750 N.W. 20 Street, Miami, for the operation of a not-for-profit dental clinic and associated offices, laboratories and ancillary facilities directly related to the provision of dental care for the uninsured, low-income children and families of South Florida ("Dental Services"). Occupancy and use of the premises has been facilitated through an annual Affiliating Agreement, under which Community Smiles and the School have had a long-standing educational collaboration between Community Smiles' clinical professionals, and District students at the School. Under the proposed lease agreement, the District's students will continue to be trained to work one-on-one with a Dentist and clinical staff to provide patient care, learn new techniques, become skilled in the daily operations of a dental office, and be exposed to the latest technology used in Dentistry to enhance the collaborative learning experience.

Community Smiles currently occupies an approximate 723 square foot office area, and an approximate 5,204 square foot area used for the provision of the above referenced Dental Services (total of 5,927 square feet). Community Smiles has now advised the District that it is desirous of expanding its demised premises by acquiring use of an adjacent unoccupied area of approximately 3,962 square feet ("Expansion Area"), and make certain capital

improvements and renovations within the Expansion Area to augment its operations. The School principal has advised that use by Community Smiles of the Expansion Area will not impact School operations, and recommends that the subject lease agreement be pursued. If authorized by the Board, this will increase Community Smiles' leasable area from the current 5,927 square feet to approximately 9,889 square feet, and will require the Parties to enter into a formal lease agreement. As a part of its capital improvements, Community Smiles shall, at its expense, construct a Dental Assistant Lab within an existing unused classroom, for use by the School as a part of the School's ongoing educational program.

Given the long-standing beneficial relationship between the District and Community Smiles, ability of the District to participate in the provision of Dental Services to uninsured, low-income children and families of South Florida by providing facilities for this use, and enhancement of the School's educational program through collaborative interaction with Community Smiles' clinical professionals, staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute a lease agreement with Community Smiles for use of approximately 9,889 square feet of space within the School building, under terms and conditions acceptable to the District, upon a determination by the Board that such an agreement would be in the best interest of the Board.

Proposed Lease Agreement

The Chief Operating Officer, School Operations, recommends entering into the proposed Lease Agreement ("Agreement"). Accordingly, it is recommended that the Superintendent be authorized to finalize negotiations and execute an Agreement between the Board and Community Smiles under, substantially, the following terms and conditions:

- Community Smiles shall lease a total of approximately 9,889 square feet within the School building consisting of existing treatment rooms, laboratory rooms, offices, waiting areas and ancillary space, which Community Smiles currently occupies and uses (approximately 5,927 square feet), as well as additional adjoining space within which Community Smiles intends to construct certain improvements and modifications to expand its operations (approximately 3,962 square feet);
- The leased space shall be used exclusively by Community Smiles, its guests, staff and invitees for the operation of a not-for-profit dental clinic and associated offices, laboratories and ancillary facilities directly related to the provision of its services. Any request by Community Smiles to augment, expand or modify its services beyond those set forth in the Agreement, must be authorized by the District at its sole authority;
- A five (5) year initial lease term, with two (2) possible five (5) year extension periods, at the Board's sole option, provided Community Smiles gives the District 120 days advance written notice of its request to extend the term;
- In addition to an uncured default or damage and destruction, each party shall have the right to cancel the Agreement with one (1) year advance written notice;

- Rent at \$1 per year;
- In addition to Rent, Community Smiles shall pay its proportionate share of School operating expenses (“Operating Expenses”), based on the percentage of the School facility that it occupies. Operating Expenses include, but are not limited to, routine building and grounds maintenance, custodial and janitorial services, trash pick-up, utilities and the District’s property insurance. Operating Expenses for the first year of occupancy shall be \$38,072.64. The District shall reconcile Community Smiles’ proportionate share of Operating Expenses on an annual basis, and adjust same as required;
- The District will only be responsible for routine maintenance and custodial services within the Dental Services area, and will have no responsibility for maintenance or custodial services unique to Community Smiles’ operations. Further, Community Smiles acknowledge and agree that District staff, in the performance of their duties, are not to come into contact with or be required to handle hazardous substances, medical wastes or biproducts;
- As a condition of entering into the Agreement, Community Smiles acknowledges and agrees that it shall continue the long-standing educational collaboration between its clinical professionals, and the District’s students at the School;
- Community Smiles, at its sole cost and expense, shall secure any and all licenses, permits and approvals required by any jurisdictional entity necessary to operate its Dental Services, including but not limited to hazardous waste disposal, and shall maintain such licenses, permits and approvals current and in good standing at all times;
- Community Smiles, at its sole cost and expense, intends to construct certain improvements within the Expansion Area to enhance its Dental Services, which improvements shall be subject to review and approval by all impacted District departments, and the District’s Building Department. Construction of the improvements shall begin within one year of the Commencement Date of the Agreement;
- In addition to construction within the Expansion Area, Community Smiles, at its sole cost and expense, shall construct a Dental Assistant Lab within an unused classroom, inclusive of the required furniture, fixtures and equipment, for use by the School as a part of its educational program. Construction of the improvements shall begin within 90 days of the Commencement Date of the Agreement;
- For purposes of the Agreement, the Superintendent of Schools or designee shall be the party designated by the Board to grant or deny any and all approvals under the Agreement dealing with modifying existing improvements or constructing additional improvements within the leased space by Community Smiles, 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 the Agreement within the authority granted him by the Board in the Agreement, and to grant or deny any approvals required under the Agreement, including placing Community Smiles in default, and renewing, extending, canceling or terminating the Agreement.

The proposed Agreement has been reviewed and approved for legal sufficiency by the School Board Office of the General Counsel, as well as reviewed by the Office of Risk and Benefits Management, and found to be in compliance with risk management requirements. A copy of the Agreement in its final form is attached hereto as Exhibit "A".

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) finalize negotiations and execute a Lease Agreement with Dade County Dental Research Clinic, Inc., a Florida not-for-profit corporation (D/B/A Community Smiles), for use of space by Community Smiles within the Lindsey Hopkins Technical College ("School"), located at 750 N.W. 20 Street, Miami, for the operation of a not-for-profit dental clinic and associated offices, laboratories and ancillary facilities, directly related to the provision of dental care for the uninsured, low-income children and families of South Florida, substantially as set forth in the agenda item;
- 2) grant or deny any and all approvals required under the Lease Agreement dealing with modification of existing improvements or construction of additional facilities within the School, as well as routine operational issues; and
- 3) execute amendments to the Lease Agreement within the authority granted him by the School Board in the Lease Agreement, and to grant or deny any approvals required under the Lease Agreement, including placing Community Smiles in default, and renewing, extending, canceling or terminating the Lease Agreement.

MAL

EXHIBIT "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is 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 **DADE COUNTY DENTAL RESEARCH CLINIC, INC.**, a Florida not-for-profit corporation (**d/b/a COMMUNITY SMILES**) (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 750 N.W. 20 Street, Miami, Florida (**"Site"**), operated as Lindsey Hopkins Technical College (**"School"**); and

WHEREAS, LESSEE is a community based, fully accredited, nonprofit dental clinic with the mission of providing oral health education and improving access to dental care for the uninsured, low-income children and families of South Florida; and

WHEREAS, since 1974, the LESSEE has occupied and used space within the School to operate its program under an annual Affiliating Agreement with the School; and

WHEREAS, the LESSEE is desirous of making certain capital improvements and renovations within the School to expand and augment its operations, which will require the Parties to enter into a formal lease agreement; and

WHEREAS, as a part of its capital improvements, LESSEE shall, at its expense, construct a Dental Assistant Lab within an existing unused classroom, for use by the School; and

WHEREAS, the Parties are desirous of entering into this Agreement to provide for the continued operation by LESSEE of its program within the School, including LESSEE'S proposed capital improvements, under the terms and conditions set forth below; and

WHEREAS, the LESSEE has formulated a plan for the continued operation of its program at the School, 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 (**"Operating 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

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, and a duly executed Resolution documenting same is attached hereto as **Exhibit "A"**.

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 of this Agreement (as defined below), LESSEE shall lease from LESSOR approximately 9,889 square feet of the School consisting of existing treatment rooms, laboratory rooms, offices, waiting areas and ancillary space, which LESSEE currently occupies and uses (approximately 5,927 square feet), as well as additional adjoining space within which LESSEE intends to construct certain improvements and modifications to expand its operations (approximately 3,962 square feet), as set forth in Article VI, and as more particularly described in **Exhibit "B"**, attached hereto and made a part hereof (the "**DEMISED PREMISES**"). Additionally, LESSEE'S clientele shall have non-exclusive personal use of the School's parking garage during the time they are receiving dental services, on a first-come first-served basis, in a location as established by the Miami-Dade County Public Schools ("**District**" or "**School District**") School Administrator. LESSEE shall have use of seven (7) reserved parking spaces within the School's garage at a location established by the District School Administrator. LESSEE shall not have use of parking spaces reserved for the School or other District purposes, as designated by the District School Administrator.

In conformance with Article XXXII, LESSEE shall have the right to access other portions of the School and common areas for the specific and limited purpose of gaining ingress to and egress from the DEMISED PREMISES, and, in conformance with rules and schedules established by the District School Administrator, shall have use of the School's cafeteria. LESSEE may not access and use any other School amenities, including the School's washer and dryer.

LESSEE may, from time to time, request an expansion of or decrease to its area of occupancy within the School as required for LESSEE'S operations. In such event, LESSEE shall

notify LESSOR, pursuant to Article XXIX hereof, of the requested additional or reduced area LESSEE proposes to use and occupy, at least one hundred and twenty (120) days prior to the effective date of such proposed modification, for review and consideration by the LESSOR or designee. Any proposed increase or decrease to the DEMISED PREMISES shall be subject to, and require approval by The School Board of Miami-Dade County, Florida, in its sole discretion and in compliance with all applicable laws, including without limitation, Section 1013.15(1), Florida Statutes. In the event the request for modification of the DEMISED PREMISES is approved by the LESSOR, as set forth above, the Parties agree that any change to the DEMISED PREMISES shall be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXIII. Subsequent to such an amendment, Exhibit "B" shall be modified accordingly, and such amended Exhibit "B" shall thenceforth be attached hereto and made a part hereof and remain in effect until such time as it may be further amended.

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**"), which date shall also serve as the commencement date ("**Commencement Date**"), and shall end five (5) years thereafter, on the _____ day of _____, 20____, at 11:59 pm., unless terminated sooner as provided for in this Agreement ("**Initial Lease Period**"). The Parties shall confirm the Commencement Date in a separate written instrument, which shall be attached hereto and become a part hereof as **Exhibit "C"**.

IV.

RENT AND OPERATING EXPENSES

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.

In addition to Rent, other than as set forth in Articles VIII, IX and XI, LESSEE agrees to pay to LESSOR, LESSEE'S proportionate share of operating expenses for the School, which includes, but is not limited to, routine building and grounds maintenance, custodial and janitorial services, trash pick-up, utilities and LESSOR'S property insurance ("**Operating Expenses**"). LESSEE'S proportionate share of Operating Expenses shall be based on LESSEE'S usage of the DEMISED

PREMISES 100% of the time, regardless of whether or not LESSEE has completed its improvements to the DEMISED PREMISES, as set forth in Article VI.

LESSEE'S proportionate share of Operating Expenses for the Initial Lease Period shall be based on actual fiscal year 2020-2021 expenses at the School, in the amount of Three Dollars and Eighty-five Cents (\$3.85) per square foot. Accordingly, given LESSEE'S occupancy of 9,889 square feet, starting on the Commencement Date, LESSEE shall pay LESSOR the amount of \$38,072.64 annually (\$3,172.72 monthly) as LESSEE'S Operating Expenses, with monthly payments, in the amount of \$3,172.72, due on the first day of each month. Effective on July 1st of each year thereafter (if applicable), the amount of Operating Expenses shall be based upon the preceding year's reported actual cost per square foot for these services at the School. At such time as LESSOR establishes LESSEE'S actual proportionate share of Operating Expenses, an adjustment will be made to LESSEE'S next monthly installment of Operating Expenses to rectify any over or under payment of same, as described hereinbelow.

On an annual basis, LESSOR shall determine the difference, if any, between the amount of Operating Expenses collected from LESSEE and the actual amount incurred by LESSOR for such expenses during the preceding year, and LESSOR shall use this data to establish LESSEE'S Operating Expenses for the next subsequent year's term. In the event of an underpayment by LESSEE for the preceding year, LESSOR shall forward an invoice for the amount of underpayment to LESSEE ("**Underpayment Amount**"), along with a report reflecting the actual amounts paid by LESSOR. LESSEE shall make payment of the Underpayment Amount to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE ("**Overpayment**"), LESSOR shall forward a credit statement for the amount of Overpayment to LESSEE, and the amount of LESSEE'S next monthly payment(s) of Operating Expenses shall be reduced by the amount of the credit statement.

Notwithstanding any other provision of the Agreement, the Parties agree that the services provided by the LESSOR as part of the Operating Expenses may be deleted, increased or otherwise modified, by mutual agreement of the Parties, in which event, the amount of Operating Expenses shall be modified to reflect the change in services provided.

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

**Miami-Dade County Public Schools
Governmental Affairs and Land Use
Attention: Design and Planning Officer
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132**

If LESSEE fails to pay Rent, Operating Expenses 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, Operating Expenses 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; COMPLIANCE WITH EMERGENCY ORDERS

The DEMISED PREMISES shall only be used by LESSEE, its guests, staff and invitees for the operation of a not-for-profit dental clinic and associated offices, laboratories and ancillary facilities directly related to the provision of its authorized services ("**Dental Clinic**"). LESSEE covenants and agrees that, as of the Commencement Date, the operation of the Dental Clinic shall be limited to preventative and restorative services, specialty care (including, but not limited to, advanced implantology, crowns and bridges, comprehensive aesthetic dentistry, comprehensive reconstruction, comprehensive implantology, endodontics, oral surgery, orthodontics, pediatric dental care, periodontics, prosthetics and surgical procedures, and removable prosthetics), a post-doctoral residency program, patient education, community outreach and oral health screenings, and continuing education for professionals.

Concurrent with any request to extend the term of the Agreement, as set forth in Article XVI, or more often if requested by LESSOR or its authorized designee, LESSEE shall provide to LESSOR or its authorized designee, the following: 1) documentation, acceptable to LESSOR, verifying that LESSEE is a not-for-profit corporation; 2) an insurance certificate verifying that LESSEE complies with the requirements set forth in Article IX; and 3) a written listing of LESSEE'S ongoing or prospective programs, services and operations within the DEMISED PREMISES for the following annual period, which programs, services and operations LESSOR or its authorized designee may approve or disapprove at its sole authority, not to be unreasonably enforced.

LESSEE acknowledges and agrees that LESSOR, or its authorized designee, must approve any new operations or services of the Dental Clinic, not otherwise set forth above. At LESSOR'S sole option, not to be unreasonably enforced, LESSEE shall cease to operate certain of its programs, services or operations, or will modify same to meet LESSOR'S requirements. Use of the DEMISED PREMISES for any other purpose shall constitute a material breach under this Agreement. Other than as set forth elsewhere in this Agreement, LESSEE'S occupancy and use of School facilities under this Agreement shall be limited to the DEMISED PREMISES.

LESSEE, at its sole cost and expense, shall secure any and all licenses, permits and approvals required by any jurisdictional entity necessary to operate the Dental Clinic, including but not limited to hazardous waste disposal, and shall maintain such licenses, permits and approvals current and in good standing at all times. LESSEE shall, upon request by LESSOR or its designee, make available for inspection by LESSOR or its designee, any and all documentation verifying removal from the DEMISED PREMISES of medical or other hazardous waste products and proper disposal thereof as required by all applicable jurisdictional entities. Concurrent with any request to extend the term of the Agreement, as set forth in Article XVI, or more often if requested by LESSOR or its authorized designee, LESSEE shall provide to LESSOR or its authorized designee copies of all such licenses, permits and approvals.

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

In accordance with the leasehold rights afforded to the Dade County Dental Research Clinic, Inc., under this Agreement, LESSEE shall have full control, custody, right and use of the DEMISED PREMISES throughout the term of this Agreement, during those times and on those days that the School building remains open to the public. Notwithstanding this provision, LESSEE

acknowledges and agrees that the District School Administrator may, from time to time and at the District School Administrator's sole option, not to be unreasonably enforced, alter the times and days that the School building is open and available to LESSEE to occupy and use the DEMISED PREMISES. LESSEE further acknowledges and agrees that, in the event the LESSEE seeks use of the DEMISED PREMISES at a time when the School building would otherwise be closed (i.e during a District Holiday and weekends), LESSEE shall make a written request to the District School Administrator at least ten (10) business days in advance, which request shall be approved or denied at the District School Administrator's sole discretion, not to be unreasonably denied. In the event the request is approved, LESSEE shall reimburse the District for any costs borne by the District in this regard (including, but not limited to, staff overtime, janitorial/custodial services, operation of the HVAC system, etc.).

LESSEE may, with the approval of the 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 or elsewhere on the School campus is expressly prohibited. In addition, LESSEE shall not permit its members, guests or invitees to use tobacco products of any kind, including e-cigarettes, while on the DEMISED PREMISES. 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, at LESSOR'S request, 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. It is understood and agreed that, by virtue of accepting possession of the DEMISED PREMISES, 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 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 Operating 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.

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 authorized designee, such approval to be issued at the sole discretion of the LESSOR or its designee, said approval not to be unreasonably denied, may construct interior improvements within the DEMISED PREMISES, as well as within non-demised areas of the School as agreed to by the Parties, 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 or interior 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.

The Parties acknowledge and agree that, subject to all terms and conditions of this Agreement, including the provisions of this Article VI, LESSEE intends to construct certain improvements and modifications within the DEMISED PREMISES, including in an area adjoining the space currently occupied and used by LESSEE, as well as certain other non-demised areas of the School, as set forth in Exhibit "B". In that regard, LESSEE shall provide LESSOR with a plan/layout depicting the proposed improvements for LESSOR'S review and approval, which LESSOR may approve or reject at LESSOR'S sole option, not to be unreasonably enforced. At such time as LESSOR approves the proposed scope of work, as set forth in the plan/layout, such plan/layout shall be attached hereto as **Exhibit "D"**, prior to LESSOR executing this Agreement.

The Parties acknowledge and agree that, as of the Commencement Date, LESSEE'S schedule for completion of the improvements set forth in Exhibit "D" is uncertain. In that regard: 1) LESSEE shall pay its proportionate share of Operating Expenses, as set forth in Article IV, for the entire DEMISED PREMISES as of the Commencement Date, regardless of its occupancy; and 2) unless otherwise authorized by the LESSOR or designee, LESSEE shall commence construction of the improvements within the DEMISED PREMISES within one (1) year of the Commencement Date, and thenceforth diligently pursue completion of the Work, failing which, LESSOR may, at its option, place LESSEE in default.

Notwithstanding the above or any other provisions of this Agreement, LESSEE acknowledges and agrees that a material inducement for LESSOR to enter into this Agreement is the requirement for LESSEE to timely construct, at its expense, certain improvements within an unused classroom and storage room for use by LESSOR as a part of its educational program. In that regard, LESSEE shall construct, or cause to be constructed, a Dental Assistant Lab ("**Dental Assistant Lab**") within Room G131 of the School, and shall construct, or cause to be constructed, replacement flooring within Storage Room G143 of the School. The Dental Assistant Lab shall include, substantially, new flooring, eight (8) tables, each with access to electric service, one (1) teacher's desk, sterilization area with cabinets, laboratory area with cabinets, and one (1) sink, Construction of the Dental Assistant Lab shall conform to all provisions of this Article VI, and shall commence within ninety (90) days of the Commencement Date of this Agreement, and shall be completed within one hundred twenty (120) days thereafter, or as otherwise agreed to by the Parties. In the event Exhibit "D", as approved by LESSOR, does not include construction of the Dental Assistant Lab, LESSEE shall prepare and submit to LESSOR a separate plan/layout for

the Dental Assistant Lab for review and approval by LESSOR, and such plan/layout shall be attached hereto as **Exhibit “D-1”**, prior to LESSOR executing this Agreement.

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. LESSEE further acknowledges and agrees that, unless otherwise waived by the District, as a condition precedent to commencing any Work within the DEMISED PREMISES, LESSEE shall prepay to 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 assign a District representative (“**District Project Manager**”) to assist LESSEE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. Within ten (10) days of making a request to provide interior improvements, LESSEE shall provide LESSOR with sufficient documentation to assess the cost of 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 discretion, not to be unreasonably enforced. 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’s 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 or Site.

LESSEE acknowledges and agrees that prior to initiating any demolition activities within the DEMISED PREMISES or elsewhere on the Site, or disturbing any existing improvements within the DEMISED PREMISES or elsewhere on the Site, LESSEE shall first secure any and all necessary inspection and tests related to the possible presence of asbestos or any other regulated materials or products. All such tests shall be conducted and supervised by the District's Department of Safety, at LESSEE'S sole cost and expense. In the event materials are located that require mitigation/removal, all such mitigation/removal shall be accomplished by the District's Department of Safety, at LESSEE'S sole cost and expense.

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, the State Requirements for Educational Facilities, and the District's 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 authorized designee, in its sole discretion and on an as-needed basis.

LESSEE acknowledges and agrees that LESSEE shall notify the School of any existing improvements, materials or equipment to be removed or demolished by LESSEE as a part of the Work, and the School shall at all times have the first right of salvage for any such materials. The Work shall conform at all times to the safety criteria established with and approved by the LESSOR, or its authorized designee, and shall neither unreasonably disrupt nor 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. In the event such activities must be conducted during School hours, LESSEE and its contractors shall comply with the provisions of the Jessica Lunsford Act.

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 authorized 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 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: Part One: Statutory; Part Two: \$1,000,000 Each Accident, \$1,000,000 Disease – Policy Limit, \$1,000,000 Disease – Each Employee, 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 Site. 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 (30) days of receipt of written notice from the LESSOR. In the event that LESSEE is unable to complete the repair work within said thirty (30) 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 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, School or Site 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 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 that LESSEE may start 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. All improvements constructed by the LESSEE on the DEMISED PREMISES, School or Site pursuant to this Agreement shall become the property of the LESSOR, without compensation due to LESSEE, at such time as the LESSOR accepts installation of same as being final and in compliance with all appropriate regulations.

Notwithstanding the above, LESSEE may request, from time to time, 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 scope and cost of improvements, as well as the upfront funds.

LESSEE covenants and agrees that, at such time as Work is completed by LESSEE within the DEMISED PREMISES at any time during the term of this Agreement, LESSEE shall provide LESSOR with a duly executed copy of the Certificate of Occupancy, Certificate of Completion, or equivalent ("**CO**"), which document(s) shall be attached hereto and made a part hereof as **Exhibit "E"**.

VII.

SUPERVISION AND SECURITY

In addition to complying with any and all Emergency Orders, as set forth above, the LESSEE shall comply with all federal, state, local, 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.

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 and 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 ensure 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, including State mandated testing, 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 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.

LESSEE acknowledges and agrees that the LESSOR, at its sole option, may require the LESSEE to increase, augment or modify the supervision and security provisions, and failure to meet these requirements shall be deemed a material breach of the Agreement, and may result in the termination of the Agreement by the School Board, at the School Board's sole option, as set forth in Article XVII.

VIII.

MAINTENANCE; CUSTODIAL SERVICES; CAPITAL IMPROVEMENTS/REPAIRS

Other than as set forth herein, LESSOR 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 maintenance of walking surfaces ("**Routine Maintenance**"). Routine Maintenance shall not include maintenance activities or repairs due exclusively to the operation of LESSEE'S Dental Clinic. The Parties further acknowledge and agree that, given the nature of LESSEE'S Dental Clinic operations,

LESSOR shall have no responsibility to maintain and repair any of LESSEE'S dental equipment, including but not limited to, examination chairs and associated task lighting, laboratory equipment and any other furniture, fixtures or equipment unique to LESSEE'S operations (hereinafter referred to as "**Personal Property**"). In addition, the Parties acknowledge and agree that, other than as set forth herein, LESSOR shall provide all routine custodial and janitorial services within the DEMISED PREMISES ("**Routine Custodial/Janitorial**"). Routine Custodial/Janitorial shall include, generally, floor care/cleaning, light dusting, cleaning and servicing of bathrooms and removal of garbage. The Parties acknowledge and agree that, given the nature of LESSEE'S Dental Clinic operations, LESSOR shall have no responsibility to provide custodial or janitorial services unique to LESSEE'S operations. Unless otherwise agreed to by the Parties, all such Routine Maintenance and Routine Custodial/Janitorial services shall only be required to meet the standards, operating procedures and frequency of service that would be provided to a typical District school facility, and not that which may be required for the operation of a Dental Clinic. In that regard, the Parties acknowledge and agree that District staff, in the performance of their duties, are not to come into contact with or be required to handle hazardous substances, medical wastes or biproducts. In the event the Parties agree that, given the unique operation and requirements of LESSEE'S Dental Clinic, LESSOR shall provide maintenance services beyond Routine Maintenance ("**Non-Routine Maintenance**") and/or custodial/janitorial services beyond Routine Custodial/Janitorial ("**Non-Routine Custodial/Janitorial**"), which LESSOR may or may not agree to do at its sole discretion, the Parties, through their authorized designees shall establish the scope and cost of such Non-Routine Maintenance and/or Non-Routine Custodial/Janitorial in writing, and the Operating Expenses attributable to LESSEE shall be adjusted accordingly. In all other respects, LESSEE shall be responsible, at its sole cost and expense, for providing any Non-Routine Maintenance and/or Non-Routine Custodial/Janitorial as is necessary to facilitate its operations.

The Parties acknowledge and agree that it may be necessary, from time to time, for certain capital improvements/repairs to be made to the School facility beyond those to be provided as a part of Routine Maintenance ("**Capital Improvements/Repairs**"). Capital Improvements/Repairs may include, but are not limited to, major repair and/or replacement of the roof, electrical/plumbing systems, Heating Ventilation Air Conditioning system, elevators and substantive repairs/upgrades to the parking garage. In the event such Capital Improvements/Repairs are completed by LESSOR, LESSEE acknowledges and agrees that its proportionate share of the cost of same shall be included as a part of LESSEE'S Operating Expenses obligations.

Notwithstanding the above or any other provisions of this Agreement, while operating under any Emergency Order or School Board Policy relating thereto, 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, beyond the Routine Maintenance and/or Routine Custodial/Janitorial obligations attributable to LESSOR. 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

\$ 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 Commencement Date of this Agreement, and shall remain in full force and effect during the term of this 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.

LESSOR shall provide property insurance covering the DEMISED PREMISES and LESSOR'S contents thereon, and LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of same, as a portion of the Operating Expenses, as outlined in Article IV of this Agreement.

X.

EDUCATIONAL COLLABORATION

The Parties acknowledge and agree that a material inducement to LESSOR to enter into this Agreement is the expectation of continuing the long-standing educational collaboration between LESSEE'S clinical professionals, and LESSOR'S students at the School. Currently, LESSEE provides outstanding clinical experiences for the Dental Assistant students of Lindsey Hopkins Technical College, exposing the School's students to the various aspects of Dentistry (i.e. orthodontics, periodontics, oral surgery, endodontics, etc.). It is anticipated that LESSOR'S students will continue to be trained to work one-on-one with a Dentist and clinical staff to provide patient care, learn new techniques, become skilled in the daily operations of a dental office, and be exposed to the latest technology used in Dentistry to enhance the collaborative learning experience. LESSEE and LESSOR agree, at the request of either Party, to meet as needed to develop, enhance or modify the educational collaborative program used to train the School's students, but with the clear understanding that retention of the collaborative educational experience is of critical import to LESSOR.

XI.

UTILITIES AND OTHER SERVICES

Other than as set forth herein, the LESSOR shall establish and pay any and all utility accounts serving the DEMISED PREMISES including electricity, water, sewer, solid waste disposal, trash and recycling collection, and LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of same, as a portion of the Operating Expenses, as outlined in Article IV of this Agreement. Notwithstanding this provision, in the event the operation of the Dental Clinic produces a disproportionate expense to LESSOR for one or more of these services, LESSEE agrees that its obligation to reimburse the LESSOR for its proportionate share of Operating Expenses shall be adjusted accordingly. The Parties further acknowledge and agree that, given the nature of LESSEE'S Dental Clinic operations, LESSEE shall be responsible, at its sole cost and expense, for the proper and lawful disposal of any and all hazardous waste materials generated by its operations, and shall establish and pay for any and all permits or licenses necessary to implement this requirement.

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 or any other entity or affiliate that may provide services or activities within the DEMISED PREMISES, including, without limitation, the Florida Institute For Advanced Dental Education, 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 LESSEE'S 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 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, 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. However, nothing herein shall be deemed to indemnify the LESSEE from any liability or claim arising out of the negligent 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, or any other provisions of this Agreement, while operating under any Emergency Order or School Board Policy relating thereto, 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 Operating Plan.

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 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.

Notwithstanding the above or any other provision of this Agreement, 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.

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. LESSEE'S Notice to LESSOR shall include the documentation required, as set forth in Article V. 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 Articles XVIII and XXX or any other provisions of this Agreement, the LESSEE shall have the right to cancel the Agreement at any time, without penalty, by giving the LESSOR written notice at least one (1) year prior to the effective date of said cancellation.

In addition to the provisions of Articles XVIII and XXX, the LESSOR shall have the right to cancel this Agreement, at any time, without penalty, by giving the LESSEE written notice at least one (1) year prior to the effective date of said cancellation.

In addition, the LESSOR may cancel the Agreement for cause and without penalty, in the event of an uncured material breach, as set forth below.

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. Notwithstanding the above or any other provision of this Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, LESSEE shall have three (3) business days from the date it receives written notice to cure any default impacting its violation of the Emergency Order or School Board Policy relating thereto, failing which the LESSOR may immediately cancel this Agreement, irrespective of any other provisions of this Agreement.

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) other than discontinuing on-site activities 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 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 Articles XXI and XXXIX(K) of this Agreement, (6) assignment or sublet of the DEMISED PREMISES, (7) failure to pay Rent, Additional 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, as set forth in Articles V, VIII and XVIII 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, Site 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 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. If requested by LESSOR, LESSEE shall provide documentation to LESSOR attesting that title to any improvements constructed by LESSEE within the DEMISED PREMISES have been conveyed 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.

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 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 Facilities Design and Construction
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

With a copy to:

The School Board of Miami-Dade County, Florida
Office of the General Counsel
1450 NE 2nd Avenue, Room 400
Miami, FL 33132
Attn: General Counsel
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net

In the case of notice or communication to LESSEE:

Dade County Dental Research Clinic
750 N.W. 20 Street
Miami, Florida 33127
Attn: Mario Alvarez, President & CEO
Phone: 305-363-2218; 305-469-9858
E-mail: malvarez@csmiles.org

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 dealing with modifying existing improvements or constructing additional improvements within the DEMISED PREMISES by LESSEE, 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 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 a not-for-profit entity and 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. LESSEE shall provide any information or documentation requested by LESSOR related to the legal status of the Florida Institute For Advanced Dental Education, and its relationship with LESSEE. 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. 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, LESSOR, at its sole option, may either repair or replace the damaged facilities or cancel this Agreement with thirty (30) days advance written notice to LESSEE. If LESSOR notifies LESSEE of its intent to cancel the Agreement rather than make the repairs, LESSEE shall have an additional thirty (30) days to notify LESSOR, in writing, of its intent to either cancel this Agreement, or, subject to first securing written approval from LESSOR, repair or replace the damaged/destroyed facilities, at LESSEE'S expense. If LESSEE opts to repair or replace the damaged/destroyed facilities, then 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, coordination with FEMA, and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSOR 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, School or 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 tenantable 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.

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.

In compliance with the above, and the provisions of Article V, 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 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.

Notwithstanding the above, on an annual basis or more often at the request of LESSOR or its authorized designee, LESSEE and representatives of the District's Department of Safety shall meet to establish a mutually acceptable protocol for the management, storage, use and disposal of chemicals, medical wastes, materials and supplies associated with Dental Clinic operations. LESSEE shall be responsible at all times for the preparation, breakdown, cleaning, storage and disposal of all equipment, materials, chemicals, and medical wastes associated with its use of 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, Site 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 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, 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 authorized designee. In addition, such signage, if approved, shall be installed in conformance with all rules and regulations governing 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 or elsewhere on the Site 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 as a not-for-profit entity, 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 thereafter, as set forth in Article V. 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 actions 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.

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 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, Operating Expense 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 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, publication 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 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]

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: _____

Dr. Jose L. Dotres
Superintendent of Schools

Print Name: _____

Date: _____

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

Office of Risk and Benefits Management

RECOMMENDED:

Raul F. Perez
Facilities Design & Construction Officer
Date: _____

Risk and Benefits Officer

Date: _____

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

Office of Treasury Management

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

School Board General Counsel
Date: _____

Treasurer

Date: _____

WITNESSES AS TO LESSEE:

LESSEE:
DADE COUNTY DENTAL RESEARCH
CLINIC, INC.

Print Name:_____

By:_____

Name:_____

Title:_____

Date:_____

Print Name:_____

EXHIBIT "B"

LIST OF ROOMS:

(page 1 of 2)

Existing lease space (approximately 5,927 square feet) –

Building 07 - Rooms:

107
108
109
110
111
112
113
114
115
116
118
119
119A
119B
123
124
125
126
146
147
150

Additional lease space (approximately 3,962 square feet) –

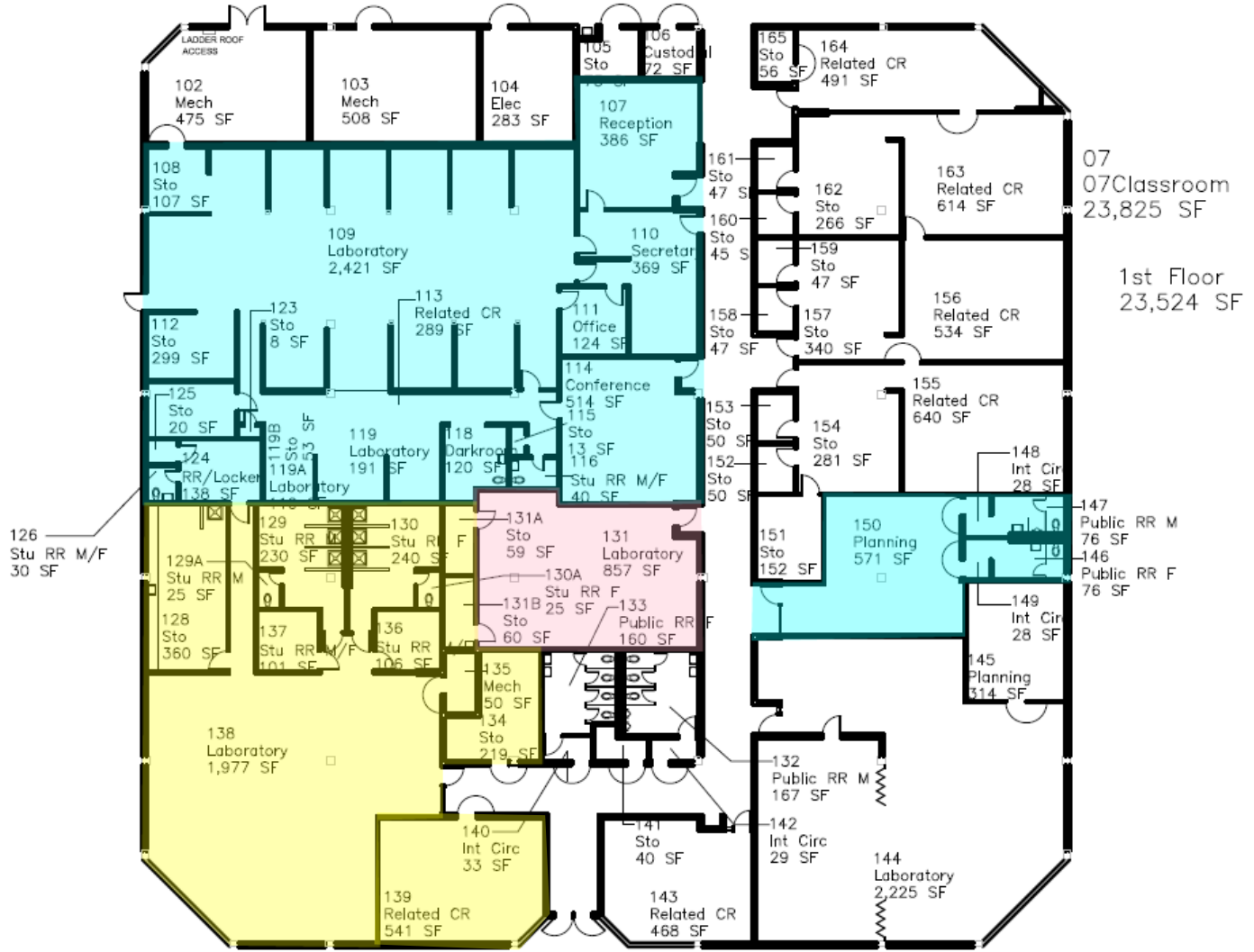
Building 07 – Rooms:

128
129
129A
130
130A
131A
131B
134
135
136
137
138
139

Total square footage of lease space as of the Commencement Date (Existing lease space plus Additional lease space): totals approximately 9,889 square feet

Note: The room numbers listed herein correspond to the room numbers shown in LESSOR'S FISH drawings for Lindsey Hopkins Technical Education Center, dated August 7, 2015

Exhibit "B"



Legend

- Space currently utilized by Community Smiles (Existing Lease Space)
- Expansion area for use by Community Smiles (Additional Space)
- Room to be renovated by Community Smiles into a Dental Assistant Lab



Not to scale

EXHIBIT “D”

