

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A NON-EXCLUSIVE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD, AND TEMPLE BETH SHOLOM, INC. (“TEMPLE”), A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR USE BY THE TEMPLE OF THE PARKING LOT AT NORTH BEACH ELEMENTARY SCHOOL

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

Temple Beth Sholom, Inc. (“Temple”), a Florida not-for-profit corporation, owns and operates Temple Beth Sholom, located at 4144 Chase Avenue, Miami Beach, immediately across the street from North Beach Elementary School (“School”), located at 4100 Prairie Avenue, Miami Beach. The School and Temple have maintained a longstanding cordial and mutually beneficial relationship for many years, during which time the Temple made use of the School’s parking lot to serve its members, and the School used the Temple’s meeting space for the School’s promotion ceremony. The Temple has advised of a continuing and chronic shortage of vehicular parking facilities to serve its ongoing parking requirements, resulting in a critical need to locate and utilize parking facilities in the immediate vicinity of the Temple. The Temple has approached the Board with a request to utilize parking facilities at the School during days and times that will not conflict with the School’s educational operations. In developing a proposed lease agreement, a rental amount of \$930.10 per month has been established, along with appropriate operational criteria, as set forth below.

Proposed Board Action

To assist the Temple with meeting its critical parking requirements, staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute a lease agreement with the Temple, 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 Non-Exclusive Lease Agreement

Subject to approval by the Board, the proposed non-exclusive lease agreement ("Lease Agreement") provides for the Temple to utilize the parking facilities at the School. Accordingly, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute a Lease Agreement with the Temple, under, substantially, the following terms and conditions:

- the Temple shall have non-exclusive use of the School's parking lot, consisting of 73 parking spaces;
- the lease term shall be for a period of three (3) years, unless terminated sooner as provided for in the Lease Agreement (the "Initial Lease Term");
- the term of the Lease Agreement may be extended, at the sole option of the Board, for two (2) additional terms of one (1) year each, provided the Temple is not in default of the terms of the Lease Agreement and gives written notice seeking such an extension a minimum of ninety (90) days prior to the end of the Initial Lease Term or the then current term;
- the annual rental rate for the Initial Lease Period shall be Eleven Thousand One Hundred Sixty-One Dollars and Twenty Cents (\$11,161.20). The annual rental rate for each extension period shall increase on the anniversary date of the Commencement Date, by the percent amount set forth in the Consumer Price Index For All Urban Consumers ("CPI") for the month preceding the Commencement Date, over the prior year's annual rental rate;
- the Temple shall have the right to cancel the Lease Agreement in the event of default by the Board, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the parking facilities. In addition, the Temple shall have the right to cancel the Lease Agreement at any time, without cause or penalty, by providing the Board with thirty (30) days advance written notice;
- the Board shall have the right to cancel the Lease Agreement in the event of default by the Temple, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the parking facilities. In addition, the Board shall have the right to cancel the Lease Agreement, without cause or penalty, at any time during the Initial Lease Period or any extensions thereof by providing the Temple with ninety (90) days advance written notice;
- the Temple shall accept the School parking lot in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of the Lease Agreement, and the Board shall not provide any capital improvements or complete any repairs

within the parking lot or elsewhere on the Board-owned land as a provision of the Lease Agreement;

- the Temple shall be responsible for complying with any and all applicable City of Miami Beach Parking Ordinances, including payment of any and all required permits and fees, and shall comply with all applicable provisions of the Parking Ordinances, including, without limitation, submitting all required documentation;
- the Temple shall reimburse the District for any and all costs borne by the District related to the Temple's use of the parking lot, including without limitation, overtime cost for District personnel, removal by District staff of garbage or trash from the parking lot, removal of unauthorized vehicles, use of the District's consumable materials, and repair or replacement of District equipment or facilities;
- as a material inducement to the Board to enter into the Lease Agreement, the Temple acknowledges and agrees that the Temple's use of the parking lot shall not in any way disrupt or interfere with the School's use of the parking lot for its daily operations, or other special School or District events or functions;
- the Temple shall provide proper supervision of the leased area using trained and qualified personnel, and keep it safe and secure at all times during each daily period the Temple has use of the parking lot;
- the Temple shall provide the Board with confirmation of the Temple's self-insurance program, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting the District's minimum requirements;
- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required under the Lease Agreement dealing with the Temple's hours of operation, temporary or permanent reduction in the Temple's available parking spaces, temporary reduction or closure of the parking lot, or any other 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 Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement, and to grant or deny any approvals required by the Lease Agreement, including placing the Temple in default, and renewing, extending, canceling or terminating the Lease Agreement.

The proposed Lease Agreement has been reviewed by the School Board Office of the General Counsel and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance.

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 finalize negotiations and:

- 1) execute a Non-Exclusive Lease Agreement between the School Board, and Temple Beth Sholom, Inc. ("Temple), a Florida not-for-profit corporation, for use by the Temple of the parking lot at North Beach Elementary School, located at 4100 Prairie Avenue, Miami Beach, Florida, substantially in conformance with the terms and conditions set forth in the agenda item;
- 2) grant or deny any and all approvals required under the Lease Agreement dealing with the Temple's hours of operation, temporary or permanent reduction in the Temple's available parking spaces, temporary reduction or closure of the parking facilities, 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 the Temple in default, and renewing, extending, canceling or terminating the Lease Agreement.

NR:nr

NON-EXCLUSIVE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT ("**Agreement**"), is made and entered into as of April 1, 2026 (the "**Effective Date**"), by and 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**"), and **TEMPLE BETH SHOLOM, INC. ("TEMPLE")**, a Florida not-for-profit corporation. The BOARD and TEMPLE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as North Beach Elementary School ("**School**"), located at 4100 Prairie Avenue, Miami Beach, Florida, more particularly described as Folios #02-3222-017-0010 and 02-3222-017-0250; and

WHEREAS, the TEMPLE owns and operates Temple Beth Sholom, which is located across the street from the School, at 4144 Chase Avenue, Miami Beach, Florida; and

WHEREAS, the Parties have a well-established history of mutual support and desire to continue their collaborative relationship under the terms of this Agreement; and

WHEREAS, the TEMPLE and the BOARD enter into that certain Non-Exclusive Lease Agreement dated February 28, 2023 ("**First Non-Exclusive Lease Agreement**"), to provide parking for the TEMPLE at the School during days and times that will not conflict with the School's educational operations;

WHEREAS, the BOARD covenants that it holds the necessary legal right, title and interest in the School property, to convey good and marketable leasehold title to the TEMPLE; and

WHEREAS, the BOARD and TEMPLE are desirous of entering into this Agreement to provide for non-exclusive use by the TEMPLE of the BOARD-owned parking lot at the School under terms and conditions outlined in this Agreement; and

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

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

WHEREAS, TEMPLE 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, properly executed by an authorized representative of TEMPLE attesting to same, is attached hereto as **Exhibit "A"**.

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

**I.
RECITALS**

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 in Article III below), the TEMPLE shall have non-exclusive use of the designated BOARD-owned parking lot at the School, comprising of seventy-three (73) parking spaces, as more particularly described in **Exhibit "B"**, attached hereto and made a part hereof, under the terms and conditions set forth herein (the "**Demised Premises**"). TEMPLE may not access or use any other BOARD-owned lands or facilities, other than as set forth herein.

The Parties acknowledge and agree that, at the request of either Party or their authorized designees, in compliance with the provisions of Article XXXII, use of the Demised Premises may be eliminated in whole or in part from this Agreement. 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 XL. 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**

The initial term of this Agreement shall be for a period of three (3) years commencing at 12:01 a.m. on the Effective Date of this Agreement, also defined herein as the "**Commencement Date**", unless terminated sooner as provided for in this Agreement ("**Initial Lease Period**").

**IV.
EXTENSION OF AGREEMENT**

The term of this Agreement may be extended, at the sole option of the BOARD, under the

same terms and conditions provided herein, for two (2) additional terms of one (1) year each, provided TEMPLE gives written notice to the BOARD requesting an extension no later than ninety (90) days prior to the expiration of the then current term. The Parties acknowledge and agree that any extension of the term shall be accomplished through the execution by the Parties of an amendment to this Agreement.

V.
RENT

The annual rental rate for the Initial Lease Period shall be Eleven Thousand One Hundred Sixty-One Dollars and Twenty Cents (\$11,161.20), payable to BOARD in twelve (12) equal monthly installments of Nine Hundred Thirty Dollars and Ten Cents (\$930.10), beginning on the first day of each month thereafter without demand ("**Rent**" or "**Annual Rental Rate**"). In the event the Initial Lease Period commences other than the first day of the month, Rent shall be prorated for that month as required. Thereafter, Rent shall be due on the first day of each month. The Annual Rental Rate for each extension period, as set forth in Article IV, shall increase each year on the anniversary date of the Commencement Date, by the percent amount set forth in the Consumer Price Index for All Urban Consumers ("**CPI**") for the month preceding the Commencement Date, over the prior year's Annual Rental Rate. The revised Annual Rental Rate shall be due and payable in twelve (12) equal monthly installments as set forth above. For the avoidance of doubt, for the months of April, May, June, and July of 2026, the rental payment of \$900.39 has been received; however, a retroactive amount of \$118.84 will be due and payable for those months. Effective August 1, 2026, and each month thereafter, the amount of \$930.10 shall be due and payable.

All payments of Rent 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 & Land Use
Attention: Design and Planning Officer
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

If TEMPLE fails to pay Rent or any other amounts due on or before the due date, TEMPLE shall be required to pay a late fee to BOARD at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal or other similar publication in the week where the default takes place, plus two percent (2%), in addition to the past due amount. Failure of TEMPLE to make timely payments of Rent and/or pay any other amounts due shall constitute a default

whereby the BOARD, irrespective of Article XXXIII of this Agreement, may immediately terminate this Agreement without penalty.

VI.

PARKING SURCHARGE, FEES AND PARKING ORDINANCES

TEMPLE shall be responsible for complying with any and all applicable City of Miami Beach Parking Ordinances, including payment of any and all required permits and fees (collectively, the “**Parking Ordinances**”), and shall comply with all applicable provisions of the Parking Ordinances, including, without limitation, submitting all required documentation. TEMPLE’S failure to pay for any fees and permits, and comply with the Parking Ordinances, shall cause TEMPLE to be in default, and the BOARD may, at its sole option and irrespective of Article XXXIII of this Agreement, immediately terminate this Agreement without penalty.

VII.

USE OF PREMISES

TEMPLE shall have non-exclusive use of the Demised Premises for the specific and limited purpose of providing parking facilities to its guests and employees during TEMPLE events and functions, and for no other purpose. TEMPLE shall, at its sole cost, manage and supervise the Demised Premises at all times during its period of use, as further set forth in this Article. The TEMPLE acknowledges and agrees that the BOARD, in its sole authority, retains the right at all times to require the TEMPLE to discontinue its use of the Demised Premises, at such time as the BOARD determines that such use is incompatible with School Board operations or BOARD Policies.

TEMPLE covenants and agrees to accept the Demised Premises in its “as-is”, “where-is” condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record, and the BOARD 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 TEMPLE’S operations or any specific use. TEMPLE, by executing this Agreement, acknowledges that the BOARD has made no representations whatsoever regarding the Demised Premises, including with respect to its environmental condition. TEMPLE represents that it is relying and will continue to rely solely on TEMPLE’S own investigations in its decision to lease the Demised Premises, and TEMPLE further acknowledges and agrees that the BOARD shall not indemnify TEMPLE in any way with respect to the Demised Premises. The provisions of this paragraph shall survive the

expiration, or early termination or cancellation of this Agreement.

TEMPLE shall reimburse Miami-Dade County Public Schools (the “**District**”) for any and all costs borne by the District related to TEMPLE’S parking operations at the Demised Premises, including without limitation, overtime cost for District personnel, removal by District staff of garbage or trash from the Demised Premises, removal of unauthorized vehicles, use of the District’s consumable materials, and repair or replacement of District equipment or facilities.

TEMPLE shall assign a representative to coordinate on a regular and ongoing basis with the School Administrator, and TEMPLE shall, in advance and on a regular and ongoing basis, provide the School Administrator with a detailed written listing of all scheduled TEMPLE events and functions impacting its use of the Demised Premises. TEMPLE acknowledges and agrees that use of the Demised Premises shall be limited to self-parking. TEMPLE further acknowledges and agrees that TEMPLE’S use of the Demised Premises shall be limited to evenings, weekends and District holidays. The maximum hours available to TEMPLE for the use and operation of the Demised Premises (“**Temple’s Period of Use**”) shall be:

Monday-Friday	5:00 p.m. through 10:00 p.m.
Saturday	9:00 a.m. Saturday through 10:00 p.m.
Holidays	5:00 p.m. of previous day (if a school day) through 5:00 a.m. of the following day

TEMPLE acknowledges and agrees that Temple’s Period of Use may be further limited by the City of Miami Beach, County or other jurisdictional entities, and it is TEMPLE’S sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami Beach, County or other jurisdictional entities.

TEMPLE shall vacate the Demised Premises by 10:00 p.m., (Monday through Saturday), and by 5:00 a.m. (the day after a District Holiday), including removal of all vehicles owned or operated by TEMPLE’S employees, guests, invitees and patrons. TEMPLE shall remove said vehicles from the Demised Premises, at TEMPLE’S sole cost and expense, using all lawful means, and may post signs on the Demised Premises to facilitate same in full compliance with municipal signage ordinances, if applicable, after securing approval from the BOARD’S designee as to size and placement. TEMPLE may contract directly with a towing company for removal of unauthorized vehicles from the Demised Premises. In such event, TEMPLE shall provide a copy of such contract to the BOARD, and agrees to indemnify and hold harmless the BOARD, its

employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract. Similarly, TEMPLE shall cause the towing company to indemnify and hold harmless the BOARD, its employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract, and documentation attesting to same shall be provided to the BOARD. Any vehicles remaining on the Demised Premises after Temple's Period of Use may be removed by the BOARD at TEMPLE'S expense, which TEMPLE agrees to pay upon demand by the BOARD.

Notwithstanding any other provisions of this Agreement: 1) TEMPLE acknowledges and agrees that TEMPLE'S use of the Demised Premises may be suspended for a limited period, in whole or in part, in the event the BOARD, at its sole option, requires use of the Demised Premises during Temple's Period of Use, to address maintenance operations, construction activities or other functions that conflict with TEMPLE'S operations or that impact the ability of the TEMPLE to safely occupy the Demised Premises. In such an event, the BOARD, through its authorized designee, shall provide a minimum of seventy-two (72) hours advance written notice to TEMPLE, not to be unreasonably enforced, advising of the temporary closure of all or portions of the Demised Premises, as well as the effective date of such closure; 2) As a material inducement to the BOARD to enter into this Agreement, TEMPLE further acknowledges and agrees that TEMPLE'S use of the Demised Premises shall not in any way disrupt or interfere with the School's use of the Demised Premises for its daily operations, or other special School or District events or functions. The BOARD shall, through its authorized designee and/or the School Administrator, on a regular and ongoing basis, provide a written list of scheduled events and functions requiring use of some or all of the Demised Premises during Temple's Period of Use; and 3) Employees, and visitors, invitees and guests of the BOARD who are parked within the Demised Premises at the time Temple's Period of Use begins may continue to do so, uninterrupted.

The use of the Demised Premises for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. The sale or consumption of alcoholic beverages on the Demised Premises is expressly prohibited. TEMPLE shall not commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including School Board Policies, City of Miami Beach, Miami-Dade County, State, or Federal government upon the Demised Premises or any portion thereof.

TEMPLE agrees that the Demised Premises shall not be used for the long-term parking of vehicles, and further agrees that at no time will the Demised Premises be used to store or dispense fuel.

VIII. **USE OF FACILITY AS A REVENUE GENERATOR**

Other than as set forth elsewhere in this Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with the BOARD'S Policies, relating to the Demised Premises, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with TEMPLE'S rights to peaceful enjoyment of the Demised Premises.

IX. **COMPLIANCE WITH EMERGENCY ORDERS**

Notwithstanding any other provisions of the Agreement, TEMPLE acknowledges and agrees that TEMPLE shall comply with Miami-Dade County Emergency Orders, 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 a pandemic crisis ("**Emergency Orders**") at all times in TEMPLE'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. At the request of BOARD or its designee, the TEMPLE shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at the TEMPLE'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 BOARD relating thereto ("**Certificate of Compliance**"). It is understood and agreed that, by virtue of accepting possession of the Demised Premises or continuing use and occupancy of same and/or providing the Certificate of Compliance, the TEMPLE 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 TEMPLE'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, until such time as the TEMPLE notifies the BOARD otherwise in compliance with the

provisions of Article XXXII of this Agreement. Agreement to enforce these procedures and mitigating measures by the TEMPLE, in accordance with the Opening Plan, is a condition precedent to the TEMPLE'S occupancy and continued use 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 the Agreement and may result in the termination of the Agreement by the BOARD, without penalty, at the BOARD'S sole option, as set forth in Article XXXIII of the Agreement.

In the event of a dispute of more than 48 hours between BOARD and TEMPLE 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.

X. SUPERVISION AND SAFETY

In addition to complying with any and all Emergency Orders, as set forth above, the TEMPLE shall provide proper supervision of the Demised Premises using trained and qualified personnel, and keep it safe and secure at all times during each daily period TEMPLE has use of the Demised Premises. The Demised Premises shall be attended at all times during each daily period TEMPLE has use of the Demised Premises, at TEMPLE'S sole cost and expense, by such personnel as are required to comply with the terms of this Agreement, and to maintain the Demised Premises safe and secure. In addition, TEMPLE shall secure and lock all entrance and/or interior gates of the Demised Premises at the end of each daily period TEMPLE uses the Demised Premises. If at any time during Temple's Period of Use, TEMPLE closes the Demised Premises, TEMPLE may not discontinue on-site supervision of the Demised Premises if patron vehicles are parked within the Demised Premises. TEMPLE shall not permit loitering or assembly by any persons within the Demised Premises, and shall comply with all applicable laws, including without limitation, applicable School Board Policies.

The TEMPLE acknowledges and agrees that the School Board, at its sole option, may require the TEMPLE to increase, augment or modify the supervision and security provisions, including those dealing with vehicle parking and pedestrian ingress/egress to the Demised Premises, 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 XXXIII.

TEMPLE further acknowledges and agrees that the School Administrator shall have complete authority over any School operational issues, including without limitation, security and safety measures impacting School buildings and parking lots, and TEMPLE shall comply with all such requirements and coordinate with the School Administrator on an ongoing basis.

TEMPLE shall promptly notify the BOARD or its designee of any and all notices or communications received by TEMPLE from any jurisdictional entity related to any incidents that occurred on or near the Demised Premises during each daily period TEMPLE has use of the Demised Premises, in relation to any health and safety issues or law enforcement incidents. Thereafter, TEMPLE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with BOARD in implementing any policies or procedures by TEMPLE required to mitigate any further incidents in this regard. This representation by TEMPLE shall constitute a material inducement for BOARD to enter into this Agreement.

XI. MAINTENANCE SERVICES

The BOARD shall be responsible for all routine site maintenance within the Demised Premises in conformance with the District's routine standards and frequency of service. Maintenance and cleaning of the Demised Premises resulting from TEMPLE'S use of the Demised Premises, including litter pick-up and removal, shall be performed by the TEMPLE prior to the BOARD'S next use of the impacted area.

The TEMPLE agrees to restore within thirty (30) days of notice by BOARD, at TEMPLE'S sole cost and expense, any damage to the Demised Premises or any other areas used by the TEMPLE, its agents, contractors or invitees (including but not limited to fencing and gates, walking surfaces, driving surfaces, landscaping, lighting, areas used for ingress/egress, and repair of facilities damaged due to vandalism or graffiti), caused as a result of TEMPLE'S use of the parking facilities, to the same condition as they were prior to the Commencement Date. If TEMPLE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at TEMPLE'S sole cost and expense. TEMPLE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by TEMPLE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place TEMPLE in default under this Agreement.

Notwithstanding the above or any other provision of this Agreement, while operating under any Emergency Order or School Board Policy relating thereto, the TEMPLE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, at TEMPLE'S sole cost and expense. Enforcement of these procedures is a condition precedent to TEMPLE'S continued use and occupancy of the Demised Premises under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement, and may result in the cancelation of this Agreement, at the School Board's sole option, as set forth in Article XXXIII. Occupancy of the Demised Premises by TEMPLE while operating under any Emergency Order or School Board Policy relating thereto shall be deemed a representation to the BOARD, on which BOARD will rely, that TEMPLE is in full compliance with all Emergency Orders, and will continue to be in full compliance with all applicable Emergency Orders.

Notwithstanding the above, the BOARD reserves the right to promulgate and enforce reasonable rules and regulations regarding responsibility for maintenance of the Demised Premises.

XII.

UTILITIES

The BOARD shall be responsible for payment of all utilities serving the Demised Premises as a part of the BOARD'S routine operations. Any additional utility expense associated with the TEMPLE'S operations, if any, shall either be established and paid directly by the TEMPLE or, if paid by the BOARD, shall be reimbursed to the BOARD by the TEMPLE within thirty (30) days of receiving an invoice from the BOARD or its designee.

XIII.

SIGNAGE

TEMPLE may erect, at TEMPLE'S sole cost and expense, temporary/non-permanent identification signage within the Demised Premises during Temple's Period of Use, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools. Upon the termination, expiration or cancellation of this Agreement, TEMPLE shall remove, at TEMPLE'S expense, from the Demised Premises any signage erected by TEMPLE, and restore the area to the same or better condition as existed prior to TEMPLE'S installation of the signage.

XIV.
IMPROVEMENTS TO THE DEMISED PREMISES

In the event the TEMPLE seeks to make temporary or permanent improvements to the Demised Premises to serve its parking operations (all such improvements are collectively referred to herein as the “**Work**”), the TEMPLE shall make such a request, in writing, in conformance with the provisions of Article XXXII, which request the BOARD may approve or disapprove in its sole discretion. If authorized by the BOARD, the Parties agree that such approval shall be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XL. Such an amendment shall include, but is not be limited to: (1) TEMPLE shall be responsible for all costs associated with design and construction of the Work; (2) TEMPLE shall be responsible for payment to the BOARD of all costs borne by the BOARD for jurisdictional plan review, permitting, and inspections; (3) TEMPLE shall prepay to the BOARD Five Percent (5%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and the TEMPLE for any design and construction activities within the Demised Premises; (4) the BOARD’S Building Department shall have sole authority for any Work taking place at the Demised Premises and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work; and (5) TEMPLE shall indemnify and hold harmless BOARD 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 the TEMPLE within the Demised Premises or elsewhere on BOARD-owned land, and shall cause the TEMPLE’S contractors and subcontractors performing work at the Demised Premises (“**Temple’s Contractors**”) to further covenant and agree to indemnify and hold harmless BOARD from any suit, action or demand brought against BOARD on any claim brought against BOARD caused by Temple’s Contractors.

XV.
INSURANCE

TEMPLE shall, on or before the Commencement Date of this Agreement, and all times during the term of this Agreement, provide the BOARD with confirmation of TEMPLE’S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance 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 per occurrence and \$ 1 million for the general aggregate 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 TEMPLE, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of TEMPLE 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. "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 by the TEMPLE shall be provided to the BOARD on an original certificate(s) of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate(s) of insurance shall be delivered to the BOARD on or before the Commencement Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and TEMPLE shall furnish the BOARD evidence of renewals of such insurance policy(ies) no less than thirty (30) days prior to the expiration of the then current policy.

XVI. INDEMNIFICATION AND HOLD HARMLESS

TEMPLE does hereby agree to indemnify and hold harmless the BOARD for the performance or non-performance, in whole or in part, by any act, omission, default or negligence of the TEMPLE or its employees, agents or contractors. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party. Notwithstanding the above or any other provision of this Agreement, TEMPLE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the TEMPLE shall indemnify and 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 to the extent caused by TEMPLE'S negligent implementation of the Opening Plan.

The BOARD does hereby agree to indemnify and hold harmless TEMPLE, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD 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 BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000

from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify TEMPLE from any liability or claim arising out of the negligent performance or failure of performance of TEMPLE or as a result of the negligence of any unrelated third party.

In addition, TEMPLE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, and to cause each and every of TEMPLE'S Contractors (as hereinafter defined) to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by TEMPLE'S Contractors.

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

XVII. INTELLECTUAL PROPERTY RIGHTS

TEMPLE shall indemnify and hold harmless the BOARD 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 TEMPLE 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 TEMPLE 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.

XVIII. NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the Demised Premises.

XIX.
LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by TEMPLE, its patrons, employees, guests, invitees or any persons 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 BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD 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, TEMPLE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the TEMPLE shall provide proof of Insurance with coverages acceptable to the School Board's Office of Risk Management, which shall include a self-insured retention with limits not less than \$300,000.

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

XX.
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 Demised Premises, or arising from TEMPLE'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 the BOARD), or that arises at any time from TEMPLE'S use or occupancy of the Demised Premises.

TEMPLE shall not cause or permit to occur: (a) any violation of any Environmental Law in the Demised Premises 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.

TEMPLE shall, at TEMPLE'S expense, comply with all applicable Environmental Laws with respect to the Demised Premises. TEMPLE shall, at TEMPLE'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 TEMPLE with respect to the Demised Premises, then TEMPLE shall, at TEMPLE'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. TEMPLE shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Demised Premises, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding TEMPLE'S use, generation, storage, transportation or disposal of Hazardous Substances in or at the Demised Premises.

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

XXI.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by TEMPLE, 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, TEMPLE may cancel this Agreement with thirty (30) days advance written notice to the BOARD. If TEMPLE fails to cancel this Agreement within said 30-day period, the BOARD may, at the BOARD'S sole option, either cancel this Agreement by giving written notice to TEMPLE, or repair or replace the damaged/destroyed facilities, at the BOARD'S expense. If the BOARD opts to repair or replace the damaged/destroyed facilities, then the BOARD 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 TEMPLE may, at its sole option, place the BOARD in default. Rent shall be reduced or eliminated during any such period, in proportion to the parking spaces then available for use by the TEMPLE.

The Parties acknowledge and agree that the BOARD'S obligations under this Article do not include responsibility for maintenance, repair or replacement of any permanent or temporary improvements installed, constructed or operated by TEMPLE within the Demised Premises. TEMPLE shall, at all times and at its sole cost and expense, retain responsibility for the replacement, maintenance and repair of said improvements in the event of a casualty.

Any damage or destruction sustained to all or portions of the Demised Premises as a result of TEMPLE'S actions shall be repaired by TEMPLE, at TEMPLE'S sole cost and expense. In that event, TEMPLE 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 the BOARD may, at its sole option, place TEMPLE in default. The BOARD and TEMPLE agree that in the event of cancellation of the Agreement due to damage or destruction, TEMPLE shall surrender the Demised Premises to the BOARD in compliance with Article XXXV of the Agreement.

XXII.

LEGAL FEES AND COURT COSTS

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

XXIII.

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 Miami-Dade County, Florida.

XXIV.
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 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.

XXV.
WAIVER

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by the TEMPLE or BOARD. The failure of either Party to insist upon strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions, but the same shall continue and remain in full force and effect.

XXVI.
EMINENT DOMAIN

If any part of the Demised Premises is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Rent will cease as of the date of termination. TEMPLE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.

XXVII.
SUBORDINATION AND ESTOPPEL

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the BOARD under those leases. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, TEMPLE shall execute, within thirty (30) calendar days of request, any certificate that the BOARD may request. In addition, at BOARD's request, TEMPLE shall execute and return an Estoppel Letter, confirming the substantive terms and status of this Agreement, within thirty (30) days of receipt of such a request.

XXVIII.
TAXES AND REGULATORY COMPLIANCE

TEMPLE 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,

surcharges, or other taxes which may be imposed on the Demised Premises or other BOARD-owned property, as a result of the leasing, use and occupancy of the Demised Premises by TEMPLE. 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 TEMPLE'S lease, use or occupancy of the Demised Premises, TEMPLE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at TEMPLE'S sole cost and expense.

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

XXIX.
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. TEMPLE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. TEMPLE shall keep and maintain public records required by the BOARD to perform the service. TEMPLE shall keep records to show its compliance with this Agreement. TEMPLE'S contractors and subcontractors must make available, upon request of the BOARD, 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 TEMPLE 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 BOARD'S custodian of public records, TEMPLE shall provide the BOARD 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. TEMPLE 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 TEMPLE does not transfer the records to the BOARD. TEMPLE, its assigns, contractors and subcontractors 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). TEMPLE, upon completion of the Agreement, shall transfer, at no cost to the BOARD, all public records in possession of TEMPLE or keep and maintain public records required by the BOARD to perform the service. If TEMPLE transfers all public records to the BOARD upon completion of the Agreement, TEMPLE

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TEMPLE keeps and maintains public records upon completion of the Agreement, TEMPLE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BOARD, upon request from the BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the BOARD.

TEMPLE shall incorporate this provision into every contract that it enters into relating to the Demised Premises.

IF TEMPLE 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, PRR@DADESCHOOLS.NET, AND 1450 NE 2 AVENUE, MIAMI, FLORIDA 33132.

**XXX.
E-VERIFY**

As per Florida Statutes, as amended from time to time, the Temple shall register with and use E-Verify system to verify the work authorization status of all newly hired employees. Should the Temple utilize a subcontractor to perform services under this Agreement, the Temple shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If TEMPLE fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system, School Board shall terminate this agreement immediately. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

**XXXI.
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.

XXXII.
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 BOARD:

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 and Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RaulPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and Acraft@dadeschools.net

In the case of notice or communication to TEMPLE:

Attn: _____
Fax: _____
E-mail: _____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals required by this Agreement dealing with TEMPLE'S hours of operation, temporary or permanent reduction in TEMPLE'S available parking spaces, temporary reduction or closure of the Demised Premises, or any other operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the BOARD to execute amendments to this Agreement within the authority granted to the Superintendent by the BOARD in this Agreement, and to grant or deny any approvals required by this Agreement, including without limitation, placing TEMPLE in default, and renewing, extending, cancelling or terminating this Agreement as provided herein.

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 the BOARD and Counsel for TEMPLE may deliver Notice on behalf of the BOARD and TEMPLE, 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.

XXXIII.

DEFAULT

The BOARD shall notify TEMPLE in writing regarding TEMPLE'S failure to perform or to comply with the terms and condition of this Agreement. If TEMPLE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of TEMPLE'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 BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to TEMPLE.

TEMPLE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to

comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide TEMPLE with a written response indicating the status of the BOARD'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, TEMPLE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Agreement by TEMPLE beyond the Cure Period (defined below) may result in the cancellation of this Agreement. The School Board shall provide TEMPLE with written notice of a material breach of this Agreement, specifying the facts that form the basis of the material breach. TEMPLE 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 TEMPLE: (1) other than discontinuing on-site activities to protect the health and wellbeing of clients and staff during a health emergency, failure to operate TEMPLE'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 XXVIII of this Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXVIII of this Agreement, (5) in the event the tax-exempt status of the Demised Premises is rescinded or is at risk of being rescinded, as outlined in Article XXVIII of this Agreement, (6) assignment or sublet of the Demised Premises, (7) failure to pay Rent or any other expenses to BOARD as provided for in Article V of this Agreement, (8) use of the Demised Premises for any reason not provided for in Article VII of this Agreement, (9) failure to comply with any and all Emergency Orders, as set forth in Articles IX of this Agreement, and (10) failure to meet Supervision and Security requirements, as outlined in Article X.

XXXIV. CANCELLATION

In addition to the provisions of Articles XXXIII and XXI, TEMPLE shall have the right to cancel this Agreement at any time, without penalty, by giving the BOARD written notice at least thirty (30) days prior to the effective date of said cancellation.

In addition to the provisions of Articles XXXIII and XXI, the BOARD shall have the right to cancel this Agreement at any time, without penalty, by giving TEMPLE written notice at least ninety (90) days prior to the effective date of said cancellation.

In the event of cancellation by either Party, TEMPLE shall surrender and vacate the Demised Premises in compliance with Article XXXV of this Agreement.

XXXV.
SURRENDER OF PREMISES

TEMPLE 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 the BOARD in good order and repair and in as good or better 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. TEMPLE shall be required to promptly remove all of TEMPLE'S personal property and other items belonging to TEMPLE from the Demised Premises, including, without limitation, any signage or access control devices installed by TEMPLE. TEMPLE shall promptly return all keys and other items to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Demised Premises. Any of TEMPLE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXXVI.
PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the Demised Premises, without hindrance or interference by the other Party.

XXXVII.
RIGHT OF ENTRY

The BOARD, or any of its agents, representatives or employees, shall have the right to enter upon the Demised Premises at any time to examine the same. Said right of entry shall likewise include the right to remove placards, signs, fixtures, alterations or additions which do not conform to the policies established by the BOARD.

XXXVIII.
REPRESENTATIONS

TEMPLE is duly organized, validly existing, and in good standing under the laws of the State of Florida and has full power to execute and perform its obligations under this Agreement. The execution of this Agreement has been duly authorized by all necessary actions of TEMPLE and does not conflict with any rules or laws governing TEMPLE. The individual(s) executing this Agreement on behalf of TEMPLE has/have full authority to do so. Prior to execution, TEMPLE shall deliver documentation verifying this authorization. The BOARD similarly represents that it

has full power and authority to execute and perform its obligations under this Agreement.

XXXIX.

MISCELLANEOUS PROVISIONS

- A. **RECORDATION:** This Agreement may not be recorded, in any way whatsoever, by either Party.
- B. **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.
- C. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- D. **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 THE TEMPLE'S USE OR OCCUPATION OF THE DEMISED PREMISES.
- E. **BROKERS:** TEMPLE 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 TEMPLE ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("**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 or cancellation of this Agreement.
- F. **PROMOTION:** Other than activities undertaken to promote TEMPLE'S operations, TEMPLE shall not be permitted to use the Demised Premises for promotion or advertising of any type or nature whatsoever.
- G. **COUNTERPARTS.** This Agreement may be executed 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. Electronic signatures shall be deemed as

originals.

- H. **DUTY TO DEFEND:** As it relates to Article XVI of this Agreement ("Indemnification and Hold Harmless"), the TEMPLE shall have a duty, at the TEMPLE'S own expense, and upon written request by the BOARD, to defend any suit, action or demand, of whatever nature whatsoever, brought against the BOARD on any claim or demand arising out of, resulting from or incidental to the TEMPLE'S performance under this Agreement, and for any and all claims against the BOARD by third parties arising from this Agreement. Further, the TEMPLE shall indemnify the BOARD against any successful Claims Bill imposed on the BOARD to the extent caused by the TEMPLE'S actions under this Agreement and shall make payment under any such successful claim. This provision shall survive the expiration, cancellation or early termination of this Agreement.
- I. **TAX-EXEMPT STATUS:** In addition to the provisions of Article XXVIII of this Agreement, TEMPLE acknowledges and agrees that in the event the tax-exempt status of the Demised Premises 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 TEMPLE, 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 BOARD'S sole option, in the termination of this Agreement for cause, as outlined in Article XXXIII of this Agreement. Payment of any taxes so imposed shall be remitted to the BOARD by TEMPLE within ten (10) days of receipt of notice, without demand.
- J. **SOVEREIGN IMMUNITY:** No provision contained in this Agreement shall be deemed a waiver of the BOARD'S sovereign immunity.
- K. **PUBLICATIONS:** Other than activities undertaken to promote TEMPLE'S use of the Demised Premises for TEMPLE'S patrons and guests during TEMPLE'S events and functions, TEMPLE shall not be permitted to use of the Demised Premises for promotion or advertising of any type or nature whatsoever.
- L. **REGULATORY AUTHORITY:** It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, the BOARD 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 TEMPLE 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. **AFFIDAVIT:** Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity, under penalty of perjury, that the nongovernmental entity does not use coercion for labor or services as defined in that statute. In compliance with the Florida Statute, and concurrent with the Temples execution of this Agreement, the Temple shall execute the attached affidavit, which shall be attached hereto and become a part hereof as **Exhibit “C”**.

XL.
ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto or to be attached pursuant to this Agreement, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the TEMPLE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

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

WITNESSES AS TO BOARD:

Sign Name: _____
Print Name: _____
1450 NE 2 Avenue, Miami, FL 33132

Sign Name: _____
Print Name: _____
1450 NE 2 Avenue, Miami, FL 33132

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

By: _____
Dr. Jose L. Dotres
Superintendent of Schools
Date: _____

RECOMMENDED:

**TO THE BOARD: APPROVED AS
TO RISK MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

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

Risk and Benefits Officer
Date: _____

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

**TO THE BOARD: APPROVED AS TO
TREASURY MANAGEMENT ISSUES:**
Office of Treasury Management

School Board Attorney
Date: _____

Treasurer
Date: _____

WITNESSES AS TO TEMPLE:

Sign Name: _____
Print Name: _____
Address: _____

Sign Name: _____
Print Name: _____
Address: _____

**TEMPLE:
TEMPLE BETH SHOLOM, INC.**

By: _____
Name: _____
Title: _____
Address: _____
Date: _____

Exhibit “A”

Exhibit “B”

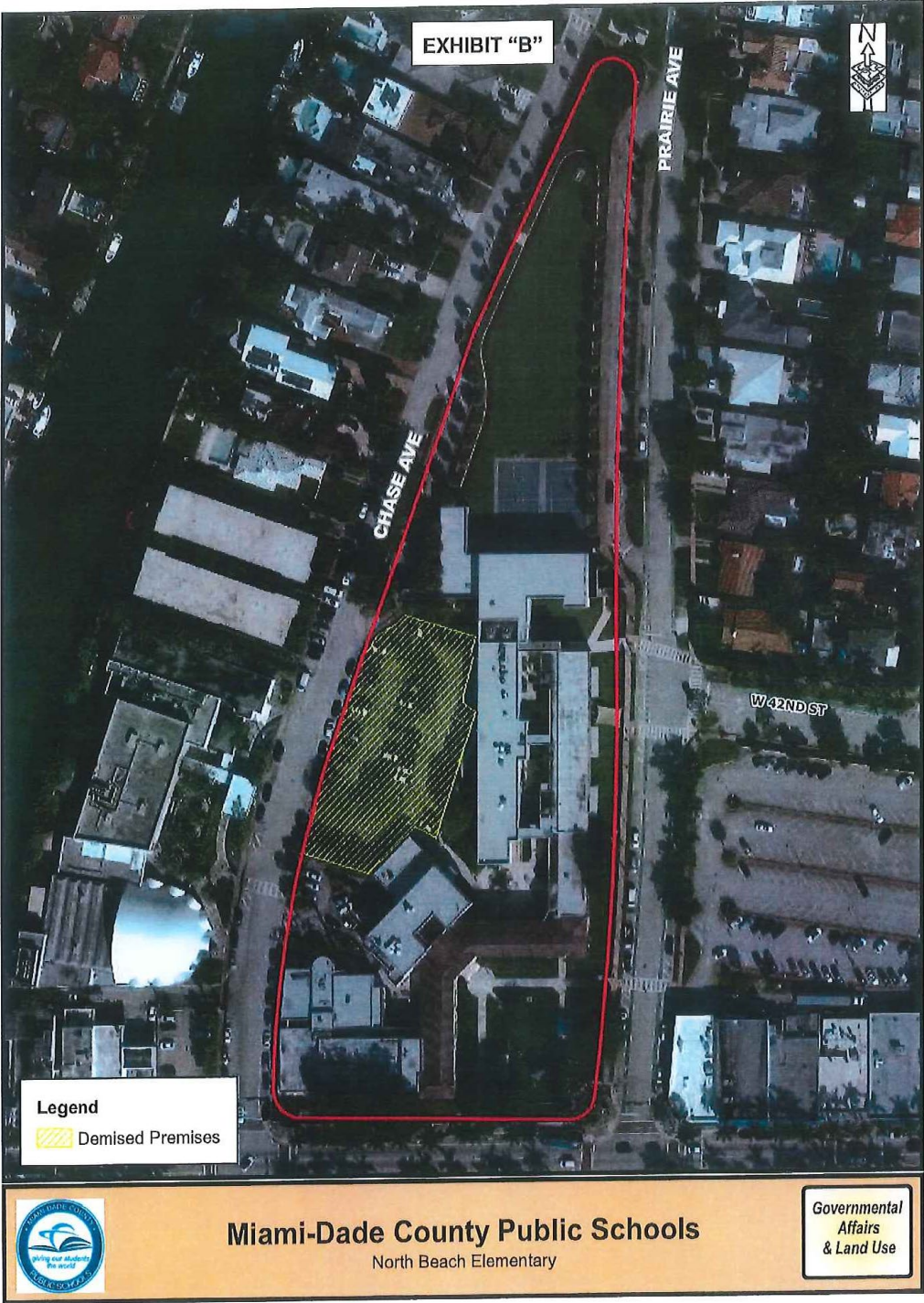


Exhibit "C"

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Miami-Dade County, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. By: _____ AUTHORIZED SIGNATURE Print Name and Title: _____ Date: _____

General Counsel Approved 04-24-24