

NON-EXCLUSIVE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20____, 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**"), and the **CITY OF CORAL GABLES**, a political subdivision of the State of Florida ("**CITY**"). The BOARD and CITY are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the CITY operates a fleet of Trolley buses ("**Trolleys**") to relieve local traffic congestion, alleviate parking requirements, and connect downtown Coral Gables to surrounding areas through the Metrorail system; and

WHEREAS, the CITY and the BOARD entered into that certain May 27, 2015 Non-Exclusive Lease Agreement ("**Original Non-Exclusive Lease Agreement**") to provide for the CITY to use BOARD-owned property, located in Miami-Dade County, Florida, at 7001 SW 4 Street (hereinafter referred to as the "**Site**") on a non-exclusive basis and for a limited period of time, to store and maintain the Trolleys; and

WHEREAS, the term of the Original Non-Exclusive Lease Agreement expired on November 30, 2017; and

WHEREAS, the CITY has approached the BOARD with a request to enter into a successor agreement to the Original Non-Exclusive Lease Agreement to continue its utilization of the demised area at the Site on a non-exclusive basis and for a limited period of time, to store and maintain the Trolleys; and

WHEREAS, the BOARD and CITY are desirous of entering into this Agreement to provide for the non-exclusive use of the demised area at the Site by the CITY, under terms and conditions outlined in this Agreement; and

WHEREAS, the City of Coral Gables by the adoption of Resolution No. _____, at its meeting of _____, 20____, approved this Agreement; 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____.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00),

of the duties, restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and CITY 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 City shall have non-exclusive use of a portion of the Site, located at 7001 SW 4 Street, situated in Miami-Dade County, Florida, within a portion of Folio #01-4002-012-0010, and consisting of: (a) approximately 9,879 square feet of office/storage/maintenance facilities (“**area of sole use**”), (b) approximately 255 square feet of shared restroom facilities (“**area of shared use**”), and (c) approximately fifteen (15) assigned parking spaces located within the paved parking area to be used as parking for CITY staff, each as more particularly described and depicted in **Exhibit “A”**, attached hereto and made a part hereof (hereinafter called the “**Demised Premises**”). Any modification of the Demised Premises shall require an amendment to this Agreement, as set forth in Article XXI. Subject to the provisions of Article V, CITY shall have the unrestricted right of ingress and egress across a mutually agreed to portion of the Site to gain access to the Demised Premises from the SW 4 Street property entrance. Other than the Demised Premises and the foregoing ingress and egress area, no other buildings or portions of the Site may be accessed by CITY or any of its employees, invitees or guests.

III.
TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the “**Effective Date**”). The initial term of this Agreement shall commence at 12:01 a.m. on the first day of the month immediately following the Effective Date (the “**Commencement Date**”), and shall thenceforth run for a period of one (1) year unless terminated sooner as provided for in this Agreement (“**Initial Lease Period**”). The term of this Agreement may be extended at the sole option of the BOARD as provided in Article XIV herein.

IV.

RENT AND OPERATING EXPENSES

As consideration for its use and occupancy of the Demised Premises during the Initial Lease Period, the CITY agrees to pay the BOARD an annual rental amount of Ninety-Six Thousand Dollars and No Cents (\$96,000.00), payable to the BOARD in equal monthly installments of Eight Thousand Dollars and No Cents (\$8,000) ("**Rent**"). The first payment of Rent and Utility Expenses (as hereinafter defined), shall be due and payable on the Commencement Date of this Agreement, and on the first day of each month thereafter. If this Agreement is extended beyond the Initial Lease Period, as provided for herein, the rental amount shall be adjusted as set forth in Article XIV of this Agreement, and the Utility Expenses shall be adjusted as set forth below.

As further defined in Article IX, the CITY agrees to pay to the BOARD the CITY'S proportionate share of utilities relating to the use and operation of the Demised Premises ("**Utility Expenses**"). CITY'S proportionate share of Utility Expenses shall be based on CITY'S sole usage of 9,879 square feet of office/storage/maintenance facilities at 100% of actual cost, and shared use of approximately 255 square feet of shared restroom facilities at 50% of actual cost.

The amount of Utility Expenses for the Initial Lease Period shall be based on actual expenses incurred by the BOARD for the twelve (12) month period immediately preceding the Effective Date, in the amount of \$61,904.86 annually. Accordingly, as set forth in Article IX, starting on the Commencement Date, CITY shall pay BOARD the amount of \$5,158.73 on a monthly basis, as CITY'S Utility Expenses, and on the first day of each month for the Initial Lease Period. Effective on the first day of any annual extension period (if applicable), the amount of Utility Expenses shall be based upon the preceding year's reported actual cost per square foot for these services at the Site. At such time as the BOARD establishes CITY'S actual proportionate share of Utility Expenses, an adjustment will be made to CITY'S next monthly installment of Utility Expenses to rectify any over or under payment of same, as described hereinbelow.

On an annual basis, the BOARD shall determine the difference, if any, between the amount of Utility Expenses collected from CITY and the actual amount incurred by Miami-Dade County Public Schools ("**District**") for such expenses during the preceding year, and the BOARD shall use this data to establish CITY'S Utility Expenses for the next subsequent year's term. In the event of an underpayment by CITY for the preceding year, the BOARD shall forward an invoice for the amount of underpayment to CITY ("**Underpayment Amount**"), along with a report reflecting the actual amounts paid by the BOARD. CITY shall make payment of the Underpayment Amount to BOARD

within sixty (60) days of receipt of the invoice from BOARD. In the event of an overpayment by CITY (“**Overpayment**”), the BOARD shall forward a credit statement for the amount of Overpayment to CITY, and the amount of CITY’S next monthly payment(s) of Utility Expenses shall be reduced by the amount of the credit statement.

All payments 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
Planning, Design and Sustainability
Attention: Executive Director
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132**

Failure of the CITY to make timely payments of Rent or Utility Expenses and/or pay any past due amount shall, at the sole option of the BOARD, constitute a default whereby the BOARD, irrespective of Article XVI of this Agreement, may immediately terminate this Agreement.

V.

USE OF DEMISED PREMISES

In conformance with the provisions of Articles XXIX and XXX of this Agreement, the Demised Premises shall be used by the CITY solely for the storage and maintenance of Trolleys and ancillary uses in furtherance of the foregoing, including employee parking and storage of maintenance vehicles, equipment and/or materials, and for no other purpose. The CITY 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. 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 the CITY’S operations or any specific use. The CITY, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the Demised Premises or balance of the Site, including with respect to its environmental condition. The CITY represents that it is relying and will continue to rely solely on its own investigations of the Demised Premises in its decision to occupy or use it, and the CITY further acknowledges and agrees that the BOARD shall not indemnify the CITY in any way with respect to condition of the Demised Premises. The provisions of this paragraph

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

If, subsequent to the Effective Date of this Agreement, but prior to the Commencement Date, a determination is made by the CITY that the Demised Premises is not viable for its intended purposes, the CITY shall so notify the BOARD in writing, and, subject to the provisions of Article XX, this Agreement shall terminate as of the date of said notification, and be of no further force and effect.

Effective with the Commencement Date, the CITY shall have use of the Demised Premises weekdays from 4:30 a.m. to 11:59 p.m., and weekends from 10:00 a.m. to 10:00 p.m. However, should the BOARD require use of some or all of the paved parking area for a special event or function on an interim basis, and provided such use does not conflict with the CITY'S operations or previous obligations, the BOARD shall provide the CITY'S designated representative with a minimum of seventy-two (72) hours advance notice ("**BOARD'S Interim Use**"). Notwithstanding the above, the BOARD reserves the right, at any time during the term of this Agreement and in its sole discretion, to modify the exact location and layout of the paved parking areas allocated to the CITY for Trolley and CITY staff parking, as a part of the Demised Premises. Such modification will be done with a minimum of seventy-two (72) hours advance notice and in consultation with the CITY'S representative, to minimize any impact on the CITY'S Trolley operations. In that event, Exhibit "A" shall be amended, and such amended Exhibit "A" shall thenceforth remain in effect until such time as it may be further amended. The BOARD and CITY shall coordinate as necessary to assure the CITY'S use of the Demised Premises does not impact or restrict the BOARD'S on site operations, and that the balance of the Site will remain functional for BOARD operations.

The CITY shall provide proper supervision of the Demised Premises and keep it safe and secure during its use. The CITY acknowledges and agrees that the District Site Administrator shall have overall responsibility for Site operational issues (e.g. Site security, Site access, Trolley and CITY staff parking locations, etc.), and the CITY shall comply with all such requests established in this regard. The CITY agrees to comply with and enforces all procedures for access to the Site as may be implemented by the District Site Administrator, for CITY'S staff, employees, visitors, guests and invitees, and shall secure and lock all perimeter and parking lot gates impacted by its use of the Demised Premises at the completion of its use on a daily basis, if required and directed by the District Site Administrator.

In addition to the payment of Rent and Utility Expenses, the CITY agrees to pay the BOARD for any costs of any type or nature incurred by the BOARD, beyond those normally associated with the BOARD'S operations at the Site, as a result of the CITY'S use and occupancy of the Demised Premises (e.g. utility costs in excess of the CITY'S proportionate share, staff overtime costs, maintenance or repair to BOARD-owned facilities due to the CITY'S actions or failure to act, etc.). In the event of the foregoing, the BOARD shall provide written Notice to the CITY (as set forth in Article XXVII), of the details and amount of such excess costs together with any relevant documentation. Upon the CITY'S receipt and review of the written Notice, the CITY shall either (i) provide written Notice to the BOARD that it disputes the charge and is requesting additional back-up materials or (ii) promptly remit the applicable payment to the BOARD.

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 or elsewhere on the Site is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, CITY, Miami-Dade County, State, or Federal government upon the Site or any portion thereof.

Other than as specifically required for the storage, parking operation and maintenance of Trolleys under this Agreement, the CITY agrees that the Demised Premises shall not be used for the long-term parking of vehicles, and shall remove all unauthorized vehicles stationed thereon at the CITY'S sole cost and expense. As set forth in Article XXIX, the CITY further agrees that at no time will the Demised Premises be used to store or dispense fuel for its Trolley fleet or staff vehicles.

VI.

IMPROVEMENTS TO THE DEMISED PREMISES

Subsequent to the Effective Date of this Agreement, the CITY may construct improvements on the Demised Premises as required to facilitate its use of the Demised Premises (hereinafter referred to as the "**Work**"), all at the CITY'S sole cost and expense, subject to the prior written approval of the BOARD or its designee. The CITY agrees that no construction, major repairs, alterations or improvements on the Demised Premises may be undertaken unless the plans are first submitted to and approved by the BOARD, or designee, said approval not to be unreasonably withheld, conditioned or delayed. For any Work requiring a building permit, 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. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the BOARD'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 BOARD. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the CITY shall provide evidence of same to the BOARD prior to commencement of any Work. The CITY'S contractors must be pre-qualified by the BOARD before commencing any work or construction activities on the Demised Premises or elsewhere on the Site. The BOARD'S Building Department shall be the entity responsible for determining the necessity for a building permit, 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 BOARD'S Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the BOARD'S criteria and standards, as the same may be amended from time to time and be applicable. The CITY shall coordinate all construction related activities taking place on the Site with the District's Site Administrator to assure the safety of District employees, visitors, guests and invitees, and continued operation of District activities on the Site. All permits shall be properly closed by the CITY upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans.

CITY further acknowledges and agrees that as a condition precedent to commencing any Work within the Demised Premises, CITY 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 CITY for any design and construction activities within the Demised Premises. In that capacity, BOARD shall assist CITY in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. Additionally, CITY shall be responsible for all costs associated with design and construction of the Work, including permits and any and all fees. CITY shall provide funding to BOARD in the full amount charged for these services, prior to issuance by BOARD of construction permits.

The CITY shall cause any contractors doing work on the Site to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the CITY shall require CITY'S contractor(s) to provide the following minimum levels of insurance coverage: (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 CITY'S contractor(s), 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 CITY'S contractor(s) as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. CITY'S contractor(s) shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The CITY covenants and agrees that it shall indemnify, hold harmless and defend the 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 CITY on the Site. In addition, the CITY shall cause each and every of its contractors and subcontractors performing work at the Demised Premises ("**City's Contractors**") to further covenant and agree, at City's Contractors 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 the City's Contractors performance under any contract by and between CITY 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, the CITY and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with City's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between CITY and/or its assigns and any City's Contractors.

The CITY shall not permit any liens to be filed or attached to the Site for any reason whatsoever, including, but not limited to, as a result of the Work performed by the CITY pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the CITY 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 the CITY, and the CITY shall cure said violation(s) within thirty (30) days of receipt thereof, at the CITY'S sole cost and expense. Should the CITY fail to comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The CITY shall be liable to the BOARD 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 BOARD.

Unless otherwise agreed to in writing by the Parties, any improvements constructed by the CITY during the term of the Original Non-Exclusive Lease Agreement as well as during the term of this Agreement shall become the property of the BOARD, without compensation due to CITY, at the expiration, termination or cancellation of this Agreement. CITY shall remove all other improvement(s) and restore the Demised Premises to the same or better condition as existed before the Commencement Date of the Original Non-Exclusive Lease Agreement. Notwithstanding the above, at the termination, cancellation or expiration of this Agreement, and in compliance with the provisions of Article XX, the CITY may remove from the Demised Premises all tools, free-standing equipment, supplies and miscellaneous materials not otherwise anchored or attached to or within the Demised Premises.

Notwithstanding any other provisions of this Agreement, the CITY shall retain complete responsibility for Maintenance, Utilities and for Damage or Destruction, under Articles VII, IX, and XXVIII of this Agreement, as well as any required custodial services, with respect to any improvements constructed by the CITY during the term of the Original Non-Exclusive Lease Agreement and/or this Agreement.

VII.

MAINTENANCE AND CUSTODIAL SERVICES

In addition to any financial requirements included as a part of Articles V and IX of this Agreement, the CITY, at the CITY'S expense, shall be responsible for all maintenance, custodial, repair and upkeep of the portion of the office/storage/maintenance building housing its Trolley maintenance operations, other than the shared restroom facilities (as depicted on Exhibit "A"), as is necessary to keep the same in a good, safe, clean and code compliant condition at all times, including, without limitation: (a) light bulb/ballast replacement, (b) maintenance and repair of any and all components of the Heating Ventilation and Air Conditioning systems, including

cleaning/replacement of filters, (c) maintenance and repair of plumbing and electrical systems serving the Demised Premises, (d) maintenance and repair of all hydrolic or electric vehicle lift systems or other maintenance equipment brought to or installed within the Demised Premises by the CITY, and (e) routine maintenance of all building improvements, including, without limitation, interior and exterior doors and windows, ceilings, painted surfaces, walking surfaces, parking areas, vehicle service areas, restrooms, etc. Additionally, the CITY shall be responsible for general maintenance and cleaning of the paved parking areas utilized by the CITY under this Agreement, including trash and litter pick-up and removal, generated as a result of the CITY'S use.

The BOARD, at the BOARD'S expense, shall be responsible for routine maintenance and upkeep of the shared restroom facilities (as depicted on Exhibit "A"), in compliance with the School District's standards, operating procedures and frequency of service, as well as structural elements of the building, including the roof. During the BOARD'S Interim Use, if any, as provided for in Article V, the BOARD shall be responsible for the general maintenance and cleaning of the paved parking areas utilized by the CITY under this Agreement, including trash and litter pick-up and removal generated by the BOARD as a result of its use.

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

VIII.

INSURANCE

The CITY shall, on or before the Commencement Date, provide the BOARD with written confirmation of the CITY'S self-insurance program or, in the alternative, proof of insurance in the types and amounts of coverage as may be reasonably required by the BOARD'S Office of Risk Management, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time. Proof of coverage shall be provided to the BOARD 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 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 the CITY shall furnish the BOARD evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

IX.

UTILITIES AND OTHER SERVICES

As set forth in Article IV, the CITY shall be responsible for payment of any and all utilities relating to the use and operation of the Demised Premises, including without limitation, electricity, water, sewer and storm water. Since the Site is shared, the CITY'S proportionate share of utility costs shall be determined by multiplying a fraction, the numerator of which is the CITY'S leasable floor area within the office/storage/maintenance facility, and the denominator of which is the total area serviced by the applicable meter(s), by the actual cost of utilities incurred by the District ("**CITY'S Proportionate Share of Utilities**"). CITY'S Proportionate Share of Utilities shall be calculated based on CITY'S sole usage of 9,879 square feet of office/storage/maintenance facilities at 100% of actual cost, and shared use of approximately 255 square feet of shared restroom facilities at 50% of actual cost. Beginning on the Commencement Date, and each month thereafter during the Initial lease Period or any extension thereto, the CITY shall pay to the BOARD an amount equal to one-twelfth of the CITY'S Proportionate Share of Utilities, unless otherwise adjusted as provided for elsewhere in this Agreement.

The CITY shall be responsible for establishing and paying for the trash and solid waste disposal services utilized by its Trolley maintenance operations at the Site.

X.

INDEMNIFICATION AND HOLD HARMLESS

The CITY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the CITY 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 CITY 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 CITY. 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.

The BOARD does hereby agree to indemnify and hold harmless the CITY, 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 the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or as a result of the negligence of any unrelated third party.

In addition, the CITY 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.

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

XI.

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 or balance of the Site.

XII.

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 the CITY or any persons on or about the Demised Premises or balance of the Site, 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.

Subject to the limitations included within Section 768.28, Florida Statutes, the CITY shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the Demised Premises or balance of the Site during the BOARD'S period of use, other

than damage or injury resulting from the negligent performance or failure of performance on the part of the CITY, its agents, representatives or employees, or failure of the CITY to perform its covenants under this Agreement. The CITY shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

XIII.

ASSIGNMENT AND SUBLETTING

The CITY 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, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

EXTENSION OF AGREEMENT

If not in default in performance of the obligations set forth in this Agreement, the BOARD may, at its sole discretion, extend this Agreement, under the same terms and conditions set forth herein, for two (2) additional extension periods of one (1) year each, provided the CITY gives written notice to the BOARD at least one-hundred twenty (120) days prior to the expiration of the Initial Lease Period or the then current term. The rental rate for each one-year extension shall be adjusted by either a 4% increase over the previous year's rental rate or by the increase in the United States Consumer Price Index (for all urban consumers) in effect sixty (60) days before the anniversary of the Commencement Date, whichever is greater. The Parties acknowledge and agree that any such extension of the term shall be accomplished through the execution of an amendment to this Agreement.

XV.

CANCELLATION

In addition to the provisions of Articles V, XVI and XXVIII, the CITY shall have the right to cancel this Agreement at any time, 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 XVI and XXVIII, the BOARD shall have the right to cancel this Agreement at any time, by giving the CITY written notice at least thirty (30) days prior to the effective date of said cancellation.

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

XVI.

DEFAULT

The BOARD shall notify the CITY in writing regarding CITY'S failure to perform or to comply with the terms and condition of this Agreement. If the CITY 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 the CITY'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 the CITY.

The CITY 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 the CITY 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, the CITY shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

XVII.

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 and balance of the Site, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency, after first providing reasonable notice to the CITY, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the

Demised Premises to examine 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 the CITY'S use of the Demised Premises.

XIX.

TAXES AND REGULATORY COMPLIANCE

The CITY 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 Demised Premises or balance of the Site as a result of the leasing, use and occupancy of the Demised Premises by the CITY. 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 the CITY'S lease, use or occupancy of the Demised Premises, the CITY acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the CITY'S sole cost and expense.

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

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the CITY 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. The CITY shall be required to promptly remove all of the CITY'S personal property and other items belonging to the CITY from the Demised Premises or balance of the Site. In addition, upon the expiration, cancellation or termination of this Agreement, the CITY agrees, at the BOARD'S sole option, to remove any improvements or facilities constructed by the CITY on the Demised Premises or balance of the Site, either during the term of the Original Non-Exclusive Lease Agreement or during the term of this Agreement, other than those improvements which the Parties have previously agreed, in writing, are to remain, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the BOARD elects to retain said improvements constructed by the CITY, the CITY agrees to convey title to the improvements to the BOARD, without compensation due to the CITY. The CITY shall promptly

return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Demised Premises. Any of the CITY'S personal property not removed within thirty (30) days after expiration, termination or cancellation of this Agreement shall be considered abandoned

XXI.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and the CITY, 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 the BOARD and the CITY, and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, 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.

XXIII.

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.

XXIV.

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.

XXV.

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.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the CITY. 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.

XXVII.

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
Attention: Chief Facilities and Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: JTorrens@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 the CITY:

City of Coral Gables
Attention: City Manager and City Attorney
405 Biltmore Way
Coral Gables, FL 33134
E-mail: PIglesias@coralgables.com and MRamos@coralgables.com

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 modify the areas or periods of use of the Site by the CITY, review and approve all matters relating to the CITY'S construction of improvements within the Demised Premises, if any, and any routine operational issues.

D. In addition, the Superintendent of Schools shall also be the party designated by the BOARD to execute amendments to this Agreement within the authority granted him by the BOARD in this Agreement, and to grant or deny any approvals required by this Agreement, including, placing the CITY 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 the CITY may deliver Notice on behalf of the BOARD and the CITY, 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.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the CITY, in the event the Demised Premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent the Demised Premises is rendered untenable or unfit for the purposes intended, either Party may cancel this Agreement by giving written notice to the other Party, or, at the CITY'S option, the CITY may elect to repair or replace the damaged/destroyed facilities, at the CITY'S expense.

If the CITY opts to repair or replace the damaged/destroyed facilities, then the CITY 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 the CITY in default. In any instance of casualty to the Demised Premises precluding its use by the CITY, the BOARD, at its sole option, shall seek to provide alternate facilities to the CITY for its Trolley operations, should same be available.

In the event of damage or destruction sustained to the Demised Premises as a result of the CITY'S actions, the CITY shall repair the Demised Premises to a workable condition at the CITY'S sole cost and expense.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the CITY shall surrender the Site to the BOARD in compliance with Article XX of the Agreement.

XXIX.

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 Site, or arising from the CITY’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 Site. 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 Site (unless caused solely by the BOARD), or that arises at any time from the CITY’S use or occupancy of the Demised Premises.

The CITY shall not cause or permit to occur: (a) any violation of any Environmental Law in the Site or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Site, or the transportation to or from the Demised Premises of any Hazardous Substance, other than small amounts of petroleum based products or cleaning products to be used by the CITY solely in connection with the maintenance of the Trolleys.

The CITY covenants and agrees that it shall, at the CITY’S expense, comply with all applicable Environmental Laws with respect to the use, storage and disposal of oil, gasoline, diesel fuel, transmission fluid, brake fluid and/or any other petroleum based products or other environmentally sensitive materials related to its maintenance and repair of the Trolleys on the Demised Premises or balance of the Site. The CITY shall, at the CITY’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 Site 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 the CITY with respect to the Site, then the CITY shall, at the CITY’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. The CITY shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the CITY’S use, generation, storage, transportation or disposal of

Hazardous Substances in or at the Site.

In addition to the provisions of Article XXX, the CITY acknowledges and agrees to the following: 1) the existing Oil/Water Separator System ("**OW System**") serving the Demised Premises shall be monitored by the CITY as of the Commencement Date of this Agreement, and the CITY shall remove and dispose of any and all oil that accumulates in the O/W System during the term of this Agreement, and the CITY shall be responsible for securing or updating any and all permits or approvals from any and all jurisdictional entities necessary to allow its operation and use; and 2) as set forth in Article V, the CITY shall not at any time during the term of this Agreement utilize the Demised Premises or any portion of the Site to store fuel for its Trolleys or dispense fuel to its Trolleys or to any CITY vehicles located on the Site.

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

XXX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law. The CITY shall be responsible for determining and securing, at its sole cost and expense, any and all Federal, State, County, Municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the CITY'S operations at the Demised Premises, including any and all Permits, prior to the Commencement Date of this Agreement.

XXXI.

SUBORDINATION

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 and to all financing that may now or hereafter affect the leases or the Site, 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, the CITY shall execute promptly any certificate that the BOARD may reasonably request.

XXXII.

**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. The CITY understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The CITY shall keep and maintain public records required by the BOARD to perform the service. The CITY shall keep records to show its compliance with this Agreement. The CITY'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 the CITY 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, the CITY 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. The CITY 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 CITY does not transfer the records to the BOARD. The CITY, 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). The CITY, upon completion of the Agreement, shall transfer, at no cost to the BOARD, all public records in possession of the CITY or keep and maintain public records required by the BOARD to perform the service. If the CITY transfers all public records to the BOARD upon completion of the Agreement, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the Agreement, the CITY 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.

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

IF THE CITY 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.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

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 or elsewhere on the Site, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the CITY'S rights to peaceful enjoyment of the Demised Premises.

XXXIV.

REPRESENTATIONS

The CITY is duly organized, validly existing, and in good standing under the laws of the State of Florida and has full power to execute, deliver, and perform its obligations under this Agreement.

The execution and delivery of this Agreement, and the performance by the CITY of its obligations under this Agreement, have been duly authorized by all necessary actions of the CITY, and do not contravene or conflict with any rules, regulations, policies or laws governing the CITY, or any other agreement binding on the CITY. The individual(s) executing this Agreement on behalf of the CITY has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXV.

INTELLECTUAL PROPERTY RIGHTS

The CITY 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 the CITY uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right of the BOARD, it is mutually agreed and understood without exceptions that the CITY 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.

XXXVI.

MISCELLANEOUS PROVISIONS

- A. RECORDATION: This Agreement may not be recorded, in any way whatsoever, by either Party.
- B. 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 and Utility Expenses will be prorated to the date of termination. The CITY may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.
- 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. BROKERS: The CITY 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 the CITY ("**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. The CITY shall not be permitted to use the Site 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.
- H. TAX-EXEMPT STATUS: In addition to the provisions of Article XIX of this Agreement, the CITY acknowledges and agrees that in the event the tax-exempt status of the Demised Premises or Site 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 CITY or other third party, 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 XVI of this Agreement. Payment of any taxes so imposed shall be remitted to the BOARD by the CITY within ten (10) days of receipt of notice, without demand.
- I. FISCAL IMPACT: The Parties acknowledge and agree that this Agreement shall have no fiscal impact whatsoever on the BOARD.
- J. 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 CITY or be liable for the same. Furthermore, the BOARD or the 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.
- K. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of either Parties sovereign immunity.
- L. 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 CITY'S USE OR OCCUPATION OF THE DEMISED PREMISES.

- M. 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.

XXXVII.

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 supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the CITY.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and the CITY 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:

Print : _____

Print : _____

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:

Office of Risk and Benefits Management
Date: _____

TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:

Office of Treasury Management
Date: _____

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

By: _____
Alberto M. Carvalho
Superintendent of Schools
Date: _____

RECOMMENDED:

By: _____
Jaime G. Torrens
Chief Facilities Officer
Date: _____

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

School Board Attorney
Date: _____

Approved by Department Director:

Kevin Kinney, Parking Director

Approved as to Funds Appropriation:

Keith Kleiman, Assistant Finance Director

CITY OF CORAL GABLES

Peter Iglesias
City Manager
Date: _____

ATTEST:

Billy Urquia
City Clerk
Date: _____

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

Miriam Ramos
City Attorney
Date: _____

EXHIBIT "A" TO NON-EXCLUSIVE LEASE AGREEMENT

DEMISED PREMISES

[Consisting of three pages, including this title page]

SB Draft #3

03.20.19