

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH THE HIALEAH CHURCH OF THE NAZARENE, INC., LOCATED AT 310 EAST 5 STREET, FOR THE USE OF PARKING FACILITIES BY SOUTH HIALEAH ELEMENTARY SCHOOL, LOCATED AT 265 EAST 5 STREET, HIALEAH

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Introduction

Since June 1994, the School Board ("Board") has leased two parking lots, with a combined total of 30 parking spaces, from the Hialeah Church of the Nazarene, Inc. ("Church"), located at 310 East 5 Street, Hialeah, for staff and visitors at South Hialeah Elementary School ("School"), located at 265 East 5 Street, Hialeah. The term of the existing lease agreement expires on May 31, 2023, with no available extension periods, and the Church has agreed to enter into a new lease agreement ("Lease Agreement"), in order to allow the School to continue use of the parking facilities without disruption. The Lease Agreement will be for a three (3) year period (June 1, 2023 through May 31, 2026), with two additional three-year extension periods, at the mutual agreement of the parties. The rental rate for the period of June 1, 2023 through May 31, 2026 will be \$9,600 per year (\$26.66 per space monthly), and remain unchanged during that period. The annual rental rate for each of the two subsequent extension periods will increase by 3%, and remain unchanged during the three-year extension period. The current rental rate of \$3,933.84 (\$10.93 per space monthly) has remained unchanged since 2020. Given the long-standing beneficial use to the School, and lack of any alternate parking facilities, staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute a Lease Agreement with the Church for use of 30 parking spaces, under terms and conditions acceptable to the District, upon a determination by the Board that such an agreement would be in the best interest of the Board.

Proposed Lease Agreement

The Chief Operating Officer, School Operations, recommends entering into the proposed Lease Agreement with the Church in order to provide for the uninterrupted availability of staff parking at the School. Accordingly, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute a Lease Agreement with the Church under, substantially, the following terms and conditions:

- the Board shall have exclusive use and control of thirty (30) parking spaces for the School's staff and visitors during the regular school year, summer school inclusive, between the hours of 6:00 a.m. - 5:00 p.m. In addition, the Board shall have use of the parking spaces on Saturdays from 8:00 a.m. – 1:00 p.m.;
- an initial lease term of three (3) years (June 1, 2023 – May 31, 2026), with the ability to extend for two (2) additional three-year period, at the mutual agreement of the parties;
- rent at \$9,600 per year (\$26.66 per space), to remain unchanged during the initial three-year lease term. If the term is extended, the rental rate shall increase by 3% for each of the two three-year extension periods, and remain unchanged;
- the District is responsible for maintaining the premises in a neat and clean condition during its period of use, and for repairing any damage caused to the premises as a result of the District's use;
- the Board shall have the right to reduce the number of parking spaces, on either a permanent or temporary basis, with sixty (60) days advance written notice, and the rental rate shall be adjusted proportionately;
- in the event the School does not require use of the parking area during the summer when school is not in session, then the rental obligations, duties and liabilities of the Board under the Lease Agreement, including payment of rent, shall toll for that period;
- the Board shall maintain the parking spaces in a neat and clean condition during its period of use, and repair any damage caused to the premises that the Church can demonstrate is as a result of the Board's use of same, ordinary wear and tear excepted;
- subject to the monetary limitations contained within Section 768.28, Florida Statutes, the Board shall indemnify and hold the Church harmless, from all liability which may arise as a result of the Board's negligence, actions or failure to act under the terms of the Lease Agreement,;
- the Church shall indemnify and hold the Board harmless from all liability which may arise as a result of the Church's negligence, actions or failure to act under the terms of the Lease Agreement;
- in addition to damage or destruction, or default by the Church which is not cured, the Board shall have the right to cancel the Lease Agreement, without cause or penalty, by giving the Church at least ninety (90) days prior written notice;
- the Church shall only have the right to cancel the Lease Agreement in the event of an uncured default by the Board;
- in the event of damage or destruction of all or portions of the parking facilities, other

than damage or destruction caused by the Board, either party may cancel the Lease Agreement. If neither party cancels the Agreement, the Church shall repair the damaged facilities, and place the parking facilities in a tenable condition within one hundred and twenty (120) days, at the Church's expense;

- 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 by the Lease Agreement dealing with hours of operation, availability of parking spaces, temporary or permanent reduction of parking spaces with corresponding reduction in rent, use of the parking facilities during the Board's period of use, or any other operational issues; and
- in addition to the above, for purposes of the Lease Agreement, the Superintendent of Schools shall also be the party designated by the Board to 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 by the Lease Agreement, including without limitation, amending any of the exhibits to the Lease Agreement, placing the Church 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. A copy of the Agreement in its final form is attached hereto as Exhibit "A".

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

- 1) finalize negotiations and execute a lease agreement ("Agreement") with the Hialeah Church of the Nazarene, Inc. ("Church"), located at 310 East 5 Street, Hialeah, for the use of parking facilities by South Hialeah Elementary School ("School"), located at 265 East 5 Street, Hialeah, under substantially the terms and conditions noted in the agenda item;
- 2) grant or deny any and all approvals required by the Agreement dealing with hours of operation, availability of parking spaces, temporary reduction of parking spaces with corresponding reduction in rent, use of the parking facilities during the School's period of use, or any other operational issues; and
- 3) execute amendments to the Agreement within the authority granted him by the School Board in the Agreement, and to grant or deny any approvals required by the Agreement, including without limitation, amending any of the exhibits to the Agreement, placing the Church in default, and renewing, extending, canceling or terminating the Agreement.

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____ 2023 ("**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 (hereinafter called the "**LESSEE**" or "**School Board**"), and HIALEAH CHURCH OF THE NAZARENE, INC., a Florida Not-for-Profit Corporation (hereinafter called "**LESSOR**"). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease Agreement, dated May 26, 2000, for LESSEE'S use of LESSOR'S parking facilities by staff and visitors at South Hialeah Elementary School ("**School**"), located at 265 East 5 Street, Hialeah, pursuant to a Lease Agreement between the Parties ("**Existing Agreement**"); and

WHEREAS, the current term of the Existing Agreement expires on May 31, 2023, with no renewal periods remaining; and

WHEREAS, the LESSOR and LESSEE are desirous of entering into a new Lease Agreement to allow continued use of the parking facility, as more specifically set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with Board Action No. __, __ at its meeting of _____, 2023.

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

I. RECITALS

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

II. PREMISES TO BE LEASED

Effective with the Commencement Date (as defined below) of this Agreement, LESSEE shall lease from LESSOR the following described property (hereinafter called the "**Demised Premises**"), within the property located at 310 East 5 Street, Hialeah, Florida, as more particularly described in Exhibit "A", attached hereto and made a part hereof, to wit:

A paved parking lot, containing twenty (20) parking spaces, located on the northeast corner of East 5th Street and East 3rd Avenue, in Hialeah, Florida, and a gated paved parking lot, containing ten (10) parking spaces, located on the northeast corner of the property legally described as Lots 1 – 4, Block, 100, City of Hialeah Fourth Addition, according to the plat thereof as recorded in Plat Book 7 at Page 83 of the Public records of Miami-Dade County, Florida.

III. TERM

This Agreement shall be effective upon the latter date of execution of the Agreement by both Parties (the “**Effective Date**”). The term of this Agreement shall commence June 1, 2023, at 12:00 a.m. (hereinafter referred to as the “**Commencement Date**”), and shall end on May 31, 2026 at 11:59 p.m., unless terminated sooner or extended as provided for in this Agreement (the “**Initial Term**”).

IV. RENT

Beginning on the Commencement Date of this Agreement the LESSEE shall pay rent to LESSOR in the amount of Nine Thousand Six Hundred Dollars (\$9,600.00) per year, payable in amounts of Eight Hundred Dollars (\$800.00) on the first day of each month. The annual rental amount will remain unchanged during the three (3) year Initial Term.

The School Board of Miami-Dade County, Florida is exempt from Florida Sales Tax pursuant to Section 212.08(6), Florida Statutes.

V. USE OF DEMISED PREMISES

LESSEE shall use the Demised Premises as parking facilities serving the School’s staff and visitors. LESSEE shall have exclusive use and control of the Demised Premises during the regular school year (as established annually by LESSOR’S approved Elementary and Secondary School Calendar), as well as summer school, between the hours of 6:00 a.m. - 5:00 p.m. In addition, LESSEE shall have use of Demised Premises on all Saturdays from 8:00 a.m. - 1:00 p.m (collectively, “**LESSEE’S Period of Use**”).

LESSOR shall have exclusive use and control of the Demised Premises at all other times.

Should either LESSOR or LESSEE require use of the Demised Premises during any time other than their respective periods of exclusive use, then the Party desiring such use will first obtain the other Party’s consent by providing it with a minimum of twenty-four (24) hours advance written notice; such consent to not be unreasonably withheld.

The LESSEE shall have the right to reduce the number of parking spaces, on

either a permanent or temporary basis, with sixty (60) days advance written notice, and the rental rate shall be adjusted proportionately.

In the event LESSEE shall not require use of the Demised Premises during the summer when school is not in session, then the rental obligations, duties and liabilities of LESSEE under this Agreement shall toll for a maximum period of ninety (90) days, upon a minimum of thirty (30) days advance written notice from LESSEE to LESSOR.

VI **LESSOR'S RIGHT OF ENTRY**

After requesting and receiving permission from the School site administrator, the LESSOR, or any of its agents, shall have the right to enter the Demised Premises during LESSEE'S Period of Use to examine the same or make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said premises.

VII. **IMPROVEMENTS**

LESSEE agrees that no construction, major repairs, utility installations, alterations or improvements may be undertaken by it upon the Demised Premises unless the plans are first submitted to and approved by the LESSOR. Such improvements are to be at the sole cost and expense of LESSEE.

Upon the termination, cancellation or expiration of this Agreement or any extension thereof, all permanent improvements, in their then existing conditions, shall become the property of LESSOR.

In the event LESSOR seeks to initiate construction, major repairs, utility installations, alterations or improvements upon the Demised Premises, which work shall impact LESSEE'S ability to utilize the Demised Premise, in whole or in part, LESSOR shall notify LESSEE with a minimum of sixty (60) days advance written notice, and the rental rate shall be adjusted proportionately.

VIII. **MAINTENANCE OF DEMISED PREMISES**

LESSEE shall maintain the Demised Premises in a neat and clean condition during LESSEE'S Period of Use. LESSOR shall retain responsibility for maintenance of the Demised Premises at all other times, and shall ensure that the parking spaces are available for LESSEE prior to LESSEE'S Period of Use. LESSEE shall be responsible for and shall repair any damage caused to the Demised Premises that LESSOR can demonstrate is as a result of LESSEE'S use of the Demised Premises, ordinary wear and tear excepted.

IX. **UTILITIES**

LESSOR shall pay for all utilities consumed on the Demised Premises as well as all connection and installation charges thereof.

X.
SUPERVISION

LESSEE shall supervise the Demised Premises during LESSEE'S Period of Use.

XI.
ASSIGNMENT AND SUBLETTING

LESSEE shall not, at any time during the term of this Agreement, sublet in part or whole the Demised Premises, or assign this Agreement or any portion or part thereof, without the prior written permission of LESSOR.

XII.
LIABILITY FOR PERSONAL PROPERTY

LESSOR and LESSEE agree to insure or self-insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to such property by any cause whatsoever.

LESSOR and LESSEE hereby waive all rights of subrogation against each other under any policy they may carry or on property placed or moved on the Demised Premises.

XIII.
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 LESSOR 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 LESSEE, 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, LESSOR agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the LESSOR 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.

XIV.
INDEMNIFICATION AND HOLD HARMLESS

LESSEE does hereby agree to indemnify and hold harmless LESSOR to the extent of the limitations included within Section 768.28, Florida Statutes,

subject to the provisions in this Act whereby LESSEE 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 state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000, from and against any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of LESSEE'S negligence, actions or failure to act under the terms and conditions of this Agreement. However, nothing contained herein shall be deemed to indemnify LESSOR for any liability or claim arising out of the negligent performance or failure of performance of LESSOR.

The LESSOR shall hold harmless and indemnify the LESSEE against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of the LESSOR, whether or not due to or caused in part by the negligence or other culpability of the LESSEE, excluding only the sole negligence or culpability of the LESSEE.

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

XV. DAMAGE OR DESTRUCTION

In the event the Demised Premises, in its entirety, should be destroyed or so damaged by fire, windstorm or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of LESSEE, either Party may cancel this Agreement by giving written notice to the other Party. However, if neither Party exercises the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, LESSOR shall cause the Demised Premises to be repaired and replaced in tenantable condition within one hundred and twenty (120) days from the date of such fire or casualty. Should LESSOR fail to repair and render the Demised Premises tenantable within the aforementioned one hundred twenty (120) days from the date of destruction or damage, LESSEE shall have the right to cancel the Agreement with thirty (30) days notice. In the event of cancellation, the rent shall only be paid to the date of such fire or casualty.

During any time that a portion of the Demised Premised is rendered untenable due to fire, windstorm, or other casualty (as defined solely by the LESSEE'S Department of Safety), LESSEE'S responsibilities under this Agreement, including the payment of rent, shall be abated, based on the percentage of the entire Demised Premised which have become untenable.

XVI.
CANCELLATION

In addition to the provisions of Articles XV and XVII, LESSEE shall have the right to cancel this Agreement at will, without cause or penalty, by giving the LESSOR written notice at least ninety (90) days prior to the effective date of said cancellation.

The LESSOR shall have the right to cancel this Agreement only under the following conditions:

- a) LESSEE defaults in the payment of any rentals or any other payments when due, and fails to cure such default as provided under Article XVII; or
- b) LESSEE defaults in fulfilling any of the other covenants or obligations of this Agreement to be performed by LESSEE and fails to cure such default as provided under Article XVII.

XVII.
DEFAULT

LESSOR shall notify LESSEE in writing regarding LESSEE'S failure to perform or to comply with the terms and condition of this Agreement. If LESSEE fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSOR with a written response indicating the status of LESSEE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSOR shall have the right to immediately terminate this Agreement.

LESSEE shall notify LESSOR in writing regarding LESSOR'S failure to perform or to comply with the terms and conditions of this Agreement. If LESSOR fails to cure the default within thirty (30) days after receiving written notice or does not provide LESSEE with a written response indicating the status of LESSOR'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, LESSEE shall have the right to immediately terminate this Agreement.

XVIII.
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.

XIX.
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.

XX.
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.

XXI.
NOTICE AND GENERAL CONDITIONS

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

In the case of notice or communication to LESSOR:

Hialeah Church of the
Nazarene, Inc.
c/o Pastor Maritza
Mendoza
310 East Street
Hialeah, Florida 33010-4824
E-mail:MMendoza@gmail.com

In the case of notice or communication to LESSEE:

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 & Construction
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1918
E-mail: RPerez6@dadeschools.net

With a copy to:

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

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 LESSEE to grant or deny any and all approvals required by this Agreement dealing with hours of operation, availability of parking spaces, temporary reduction of parking spaces with corresponding reduction in rent, use of the Demised Premises during LESSEE'S Period of Use, or any other operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSEE to execute amendments to this Agreement within the authority granted him by the School Board in this Agreement, and to grant or deny any approvals required by this Agreement, including without limitation, amending any of the exhibits to the Agreement, placing the LESSOR in default, and renewing, extending, canceling or terminating the 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 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. Counsel for LESSOR and Counsel for LESSEE may deliver Notice on behalf of LESSOR and LESSEE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

F. LESSOR represents and warrants that during the term of this Agreement, or any extension thereof, it will not use or employ the Demised Premises to handle, transport, store or dispose of any hazardous materials, or conduct activities on the Demised Premises in violation of any applicable Federal, State or local environmental laws or regulations.

XXII.

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 Area. 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.

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

LESSOR understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The LESSOR shall keep and maintain public records required by the School Board to perform the service. The LESSOR shall keep records to show its compliance with program requirements. LESSOR must make available, upon request of the School 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 LESSOR which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School 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. LESSOR 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 Agreement term and following completion of the Agreement if the LESSOR does not transfer the records to the public agency. The LESSOR 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). Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the LESSOR or keep and maintain public records required by the School Board to perform the service. If the LESSOR transfers all public records to the School Board upon completion of the Agreement, the LESSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LESSOR keeps and maintains public records upon completion of the Agreement, the LESSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE LESSOR 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.

XXIV.

EXTENSION OF TERM

The Initial Term of this Agreement may be extended at the mutual agreement of the LESSOR and the LESSEE, for two (2) additional terms of three (3) years each ("**Extension Period**"), provided LESSEE gives written notice to the LESSOR requesting such extension no later than ninety (90) days prior to the expiration of the Initial Term or then existing term. Effective with the commencement of any Extension Period, the rental rate shall increase by 3% over the prior year's rental rate, and shall remain unchanged during each Extension Period. Each Extension Period shall be facilitated through execution by the Parties of an amendment to this Agreement.

XXV.

WAIVER

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

XXVI.

AMENDMENTS

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

XXVII.

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 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.

XXVIII

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, LESSEE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof,

to promptly remove all of LESSEE'S personal property and non-permanent improvements made by it to the Demised Premises, and to peacefully surrender and deliver possession of the Demised Premises to LESSOR. All permanent improvements constructed by LESSEE, if any, as provided for in Article VII, in their then existing condition, shall become the property of LESSOR.

XXIX.
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.

XXX.
PEACEFUL POSSESSION

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

XXXI.
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 supersedes all previous negotiations, and it may be modified only by a written amendment mutually agreed to by the Parties.

[SIGNATURE PAGES FOLLOW]

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

WITNESSES AS TO THE BOARD:

Print
Name: _____

Print
Name: _____

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

Risk and Benefits Officer
Date: _____

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

Treasurer
Date: _____

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

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

RECOMMENDED:

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

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

School Board General Counsel
Date: _____

WITNESSES AS TO LESSOR:

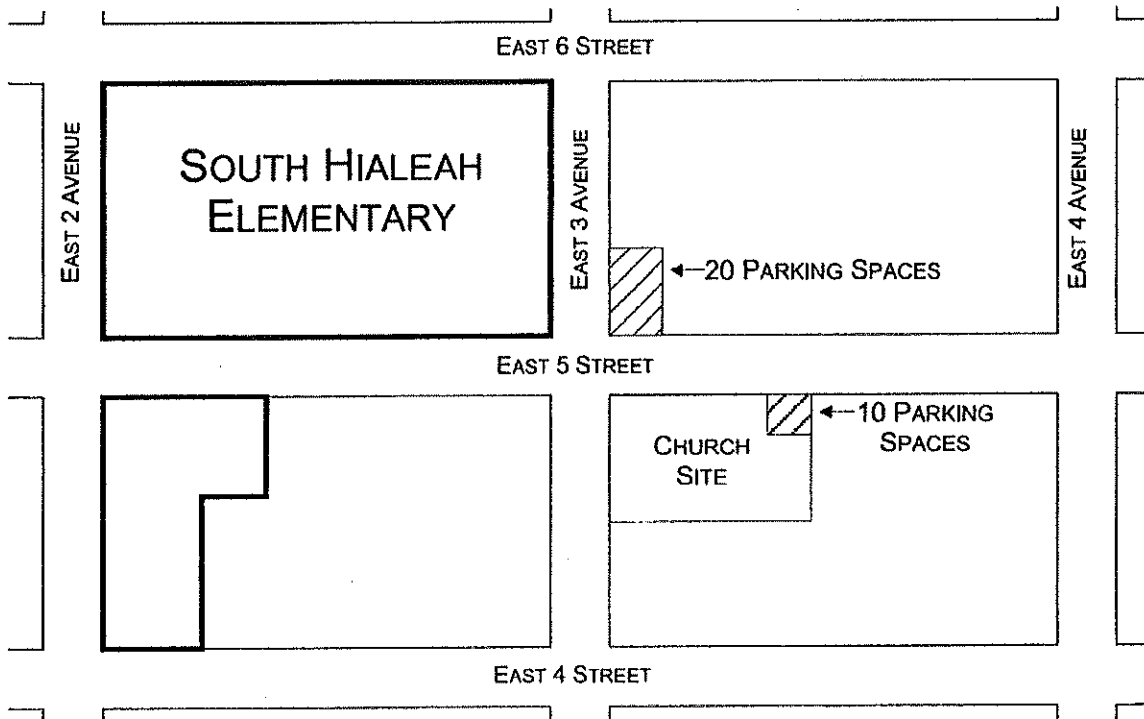
Print
Name: _____

Print
Name: _____


**LESSOR:
HIALEAH CHURCH OF THE
NAZARENE, INC.**

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

EXHIBIT "A"



LEGEND

 DEMISED PREMISES CONSISTING OF A TOTAL OF 30 PARKING SPACES

(NOT TO SCALE)

