

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

**SUBJECT: AUTHORIZE THE SUPERINTENDENT TO FINALIZE
NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT
BETWEEN MOUNT ZION EVANGELICAL BAPTIST
CHURCH, INC., AND THE SCHOOL BOARD FOR THE USE
OF A PARKING LOT LOCATED AT 6720 NE 5 AVENUE,
FOR MORNINGSIDE ELEMENTARY SCHOOL**

COMMITTEE: FACILITIES AND CONSTRUCTION

**LINK TO STRATEGIC
PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

Since October 1993, the Board has leased 26 parking spaces located at 6720 NE 5 Avenue for staff and visitors at Morningside Elementary School ("School") from Mount Zion Evangelical Baptist Church, Inc., ("Church"). The current lease term will expire on September 30, 2026. Staff contacted the landlord, who has expressed a willingness to enter into a lease to allow the continued use of the parking facility by the School, for a five (5) year period.

Proposed Board Action

Staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute a Lease Agreement with the Church, 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 Amendment

Subject to approval by the Board, the proposed Lease Agreement provides for the School to utilize the parking facilities at the Church. It is recommended that the Superintendent be authorized to finalize negotiations and execute a lease amendment with the Church to extend the term of the agreement for one additional five (5) year period (October 1, 2026 - September 30, 2031), under, substantially, the following terms and conditions:

- the Board shall have exclusive use and control of twenty-six (26) parking spaces on regular school days between the hours of 6:00 a.m. and 5:00 p.m.;
- an initial lease term of five (5) years (October 1, 2026 - September 30, 2031), with the ability to extend for one (1) additional two-year period, at the mutual agreement of the parties;
- Effective October 1, 2026, during the initial lease term, the rent will increase from

\$5,797.33 annually to \$6,029.28 annually (\$502.44 per month / \$19.32 per space). If the term is extended, the rental rate shall increase by 4%;

- 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 New Lease Agreement shall toll for that period;
- In addition to a default by a party, which is not cured, either party shall have the right to cancel the New Lease Agreement, without cause or penalty, by giving the other party at least one hundred and eighty (180) days prior written notice;
- for purposes of the New 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 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 Demised Premises during the Board's period of use, or any other operational issues; and
- in addition to the above, for purposes of the New Lease Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the New Lease Agreement, including without limitation, amending any of its exhibits, renewing, extending, canceling or terminating the New Lease Agreement, and placing Mt. Zion in default.

The proposed lease amendment will be reviewed by the Office of Risk and Benefits Management and the School Board Office of the General Counsel prior to its execution.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1) execute a Lease Agreement with Mt. Zion Evangelical Baptist Church, Inc. ("Church"), for the use of a parking lot located at 6720 N.E. 5 Avenue, Miami 33138, for staff at Morningside K-8 Academy at an initial annual rental rate of \$6,029.28, and under, substantially, the other terms and conditions noted in the agenda item; and

2) grant or deny all approvals required under the Lease Agreement, including amending any exhibits to the Lease Agreement, and renewing, extending, canceling or terminating the Lease Agreement, and placing the Church in default, as may be applicable.

NR:nr

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") is made and entered as of this 1st day of October 2026 ("**Effective Date**"), by and between **MT. ZION EVANGELICAL BAPTIST CHURCH, INC.**, a Florida not for profit corporation (hereinafter referred to as the "**LESSOR**"), and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "**LESSEE**" or "School Board"). The **LESSOR** and **LESSEE** are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the LESSEE currently leases 26 parking spaces from Mt. Zion Evangelical Baptist Church, Inc., located at 6720 NE 5 Avenue, Miami, for use by staff and visitors at Morningside K-8 Academy ("**School**"), located at 6620 NE 5 Avenue, Miami, pursuant to a Lease Agreement between the Parties ("Existing Agreement"); and

WHEREAS, the current term of the Existing Agreement expires on September 30, 2026, 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 August 12, 2026.

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 a paved parking lot containing a minimum of twenty-six (26) unassigned parking spaces (the "**Demised Premises**") within the property located at 6720 NE 5 Avenue, Miami, Florida, as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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 October 1, 2026

at 12:00 a.m. (hereinafter referred to as the "Commencement Date"), and shall end on September 30, 2031 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, and continuing on the first day of each month thereafter, the LESSEE shall pay to LESSOR the amount of FIVE HUNDRED TWO DOLLARS AND FORTY-FOUR CENTS (\$502.44) per month (\$19.32 per space), for a total of SIX THOUSAND TWENTY-NINE DOLLARS AND TWENTY-EIGHT CENTS (\$6,029.28) per year. In the event the total number of parking spaces is modified, as provided for in Article V, the total monthly amount of rent shall be adjusted proportionately.

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, its faculty, staff, invitees and guests, shall have exclusive use and control of the Demised Premises on regular school days, as set forth in the Miami-Dade County Public Schools Elementary and Secondary School Calendar ("**School Calendar**"), between the hours of 6:00 a.m. and 5:00 p.m. (hereinafter referred to as "LESSEE'S Period of Use"). LESSOR shall have exclusive use and control of the Demised Premises at all other times.

The LESSEE shall have the right to reduce the number of parking spaces utilized, on either a permanent or temporary basis, by giving the LESSOR sixty (60) days prior written notice of any such reduction. In the event such reduction in number of parking spaces is temporary in nature, LESSOR shall reinstate the full complement of twenty-six (26) parking spaces at the completion of the reduction period. During any period where the quantity of parking spaces made available to LESSEE is reduced, the monthly rental rate shall be reduced proportionally for that period.

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.

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

The LESSEE shall not be liable for any damage or injury which may be sustained by the LESSOR or its invitees on or about the Demised Premises, other than damage or injury resulting from the negligent performance or failure of performance or willful misconduct on the part of the LESSEE, its agents, representatives or employees, to the limits of Section 768.28, Florida Statutes. LESSEE shall not be responsible or liable for any damages arising from acts of God, or for any loss of business or consequential damages.

XIV.

INDEMNIFICATION AND HOLD HARMLESS

The LESSEE does hereby agree to indemnify and hold harmless the LESSOR, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, as it may be amended from time to time, subject to the provisions in this act whereby the 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 LESSEE 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 LESSEE. However, nothing herein shall be deemed to indemnify the LESSOR from any liability or claim arising out of the negligent performance or failure of performance of the LESSOR or as a result of the negligence of any unrelated third party.

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

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 and LESSOR shall have the right to cancel this Agreement at will, without cause or penalty, by giving the other Party written notice at least one hundred and eighty (180) days prior to the effective date of said cancellation. Notwithstanding this provision, LESSOR covenants and agrees that the effective date of such cancellation by LANDLORD shall not occur during the regular school year, as set forth in the School Calendar.

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:

Mt. Zion Evangelical Baptist Church 6720 NE 5 Avenue
Miami, FL 33138
Attn: Pastor Civilien Cherfils
E-mail: ccmountzion1@yahoo.com

In the case of notice or communication to BOARD:

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

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923 Miami, Florida 33132
E-mail: RPerez6@dadeschools.net

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

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 grant or deny any approvals required by this Agreement, including without limitation, amending any of the exhibits to the Agreement within the authority granted to the Superintendent by the School Board in this 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 Area 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, prr@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 one (1) additional term of two (2) years ("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. Effective with the commencement of the Extension Period, the rental rate shall increase by 4%, and the LESSEE shall pay to LESSOR the amount of FIVE HUNDRED TWENTY-TWO DOLLARS AND SIXTY CENTS (\$522.60) per month (\$20.10 per space), for a total of SIX THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND TWENTY CENTS (\$6,271.20) per year for each year of the Extension Period. Extension of the Initial Term 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.

ANTI-COERCION AFFIDAVIT

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity, under penalty of perjury, that the nongovernmental entity does not use coercion for labor or services as defined in that statute. In compliance with the Florida Statute, and as a condition precedent to the Commencement of this Agreement, the LESSOR shall execute the attached affidavit, which shall be attached hereto and become a part hereof as **Exhibit "B"**.

XXXII.

E-VERIFY

As per Florida Statutes, as amended from time to time, LESSEE shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should LESSEE utilize a subcontractor to perform services under this Agreement, LESSEE shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If LESSEE fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system, School Board shall terminate this Agreement immediately. In addition, the LESSEE may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

XXXIII.

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. Electronic signatures shall be deemed as originals.

[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.

WITNESS AS TO LESSEE

Signature_____

Print

Name:_____

Address: 1450 NE 2 Ave., Miami, Fl. 33132

Signature_____

Print

Name:_____

Address: 1450 NE 2 Ave., Miami, Fl. 33132

**TO THE LESSEE: 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: _____

LESSEE:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By:_____

Dr. Jose L. Dotres

Superintendent of Schools

Date: _____

RECOMMENDED:

Mr. Raul F. Perez

Chief Facilities Design & Construction
Officer

Date: _____

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

Office of the General Counsel

Date: _____

WITNESSES AS TO LESSOR:

Signature: _____

Print
Name: _____

Address: _____

Signature: _____

Print
Name: _____

Address: _____

LESSOR:

Signature: _____

Name: _____

Title: _____

Address: _____

Date: _____

Exhibit “A”

Exhibit "B"

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

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

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

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

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

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

General Counsel Approved 04-24-24