

The School Board of Miami-Dade County, Florida
SCHOOL BOARD ADMINISTRATION BUILDING
Procurement and Materials Management
1450 N.E. 2nd Avenue, Room 352
Miami, Fl. 33132

Direct All Inquiries To
Procurement and Management
Barbara D. Jones, Director
PHONE: (305) 995-2348
TDD PHONE: (305) 995-7443

BID/RFP ADDENDUM Date: September 26, 2005
(INFORMATION ONLY) Addendum No. 1

BID/RFP 017-FF10 BID/RFP TITLE: Commercial Leasing of Paved Parking Facilities at
Fienberg/Fisher Elementary School

This addendum modifies the conditions of the above referenced BID/RFP as follows, and is only for information purposes:

1. Revised Special Condition. (Replace entire Special Conditions).
2. Revised Lease Agreement (Attachment B). (Replaces entire Lease Agreement, Attachment B).

The attached documents are to replace the originals as indicated above

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMETARY SCHOOL

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, for the commercial leasing of the parking facilities at Fienberg/Fisher Elementary School, 1420 Washington Avenue and 1424 Drexel Avenue, Miami Beach, Florida. The term of the contract shall be for one (1) year from the date lessor received written notice from the lessee that it has obtained all necessary licenses, permits, use and/or other approvals, as required for the use of the demised premises by the local and/or other governmental agencies, and may, at the sole discretion of The School Board of Miami-Dade County, Florida, be extended for one (1) additional one (1) year period. Procurement Management Services may, if considering to extend, request a letter of intent to extend from the awardee prior to the end of the current contract period. The awardee will be notified when the recommendation has been approved. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.

Pursuant to Board Rule 6Gx13-1D-1.01, School Facilities – Availability to Qualified Community Organizations and Commercial Enterprises (see Attachment A), Miami-Dade County Public Schools (M-DCPS) will be considering bids for the leasing of paved parking facilities at the above-referenced site. Relevant information pertaining to this facility is as follows:

- A. The paved parking facilities consist of three (3) separate parking lots, containing a total of ninety-seven (97) parking spaces (see Attachment D).
- B. Lessee shall supervise the parking lot at all times during its period of use, and shall secure and lock the parking lot entrance gate at the end of each daily period the Lessee has use of the parking lot. The parking facility shall be attended at all times, at the Lessee's sole cost and expense, by at least one uniformed parking attendant, and if necessary, by such additional personnel as may be required to comply with the terms and conditions of the lease agreement.
- C. Maximum available period of use shall be:

Monday – Thursday	10:00 p.m. through 5:00 a.m.
Weekends	7:00 p.m. Friday through 5:00 a.m. Monday
Holidays	7:00 p.m. of previous day (if a school day) through 5:00 a.m. of the following day

It is expressly understood that the above hours of use are the maximum authorized by the LESSOR. LESSEE acknowledges and agrees that the hours of use may be further limited by the City of Miami Beach or other jurisdictional entities, and it is LESSEE's sole responsibility to determine the

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMETARY SCHOOL

SPECIAL CONDITIONS (CONTINUED)

requirements, limitations and restrictions imposed by the City of Miami Beach or other jurisdictional entities and to conduct such due diligence required for this purpose, prior to the submittal of its proposal.

- D. Use of the parking lot shall be limited by the availability of the parking lot for school functions and special events (e.g., PTA meetings and PTA parking for festivals), at the sole discretion of the school administration.
- E. Use of the parking lot shall be limited to the provision of self-parking, valet parking or a combination self/valet parking services only. Since the use of public school property by particular individuals, groups, organizations or business enterprises may not be in the best interest of the school, M-DCPS reserves the right to review any combination self/valet parking arrangement offered, in order to insure compliance with School Board policies. Should the LESSEE wish to enter into a contract to provide combined self/valet parking services, the LESSEE shall submit a written request to the LESSOR, and LESSOR, or its designee may at its sole discretion, refuse permission to allow such an arrangement.
- F. The lease agreement must be executed by LESSEE and returned to M-DCPS within ten (10) business days after receipt from the LESSOR. LESSEE's failure to execute and return the agreement within the designated time period shall cause LESSEE to be in default and may, at LESSOR's sole discretion, render the contract awarded to LESSEE to be null and void.
- G. LESSEE shall have the sole responsibility for complying with local parking lot ordinances, securing applicable licenses, permits and/or use approvals through the City of Miami Beach or other governmental agencies. Such responsibility shall include payment of all fees, expenses, monies and any other additional charges or surcharges by the local government or other governmental agencies, as well as provision of all necessary applications and documents. LESSEE shall not operate or use the parking lot until it has obtained all required licenses. Permits and approvals and same have been reviewed and approved by LESSOR
- H. If LESSEE fails to secure all necessary government approvals within ninety (90) days of receipt of the lease agreement from LESSOR, or if, within said time period, LESSEE fails to provide written notice to LESSOR indicating the status of LESSEE's government approvals and providing a date agreeable to LESSOR, by which such approvals will be obtained, LESSOR may, at its sole discretion, cancel the lease agreement with no compensation do to the LESSEE.

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMETARY SCHOOL

SPECIAL CONDITIONS (CONTINUED)

Additional required terms and conditions are contained in the attached draft lease agreement (see Attachment B).

2. SUBMITTALS: The bid proposal must contain the following information:

- A. Prospective Bidder(s) with whom the District will be leasing must have the legal status to enter into a binding agreement. At the LESSOR's request, LESSEE shall furnish the necessary documentation certifying the LESSEE's legal and good standing status.
- B. Proposed use (self-parking or valet parking services) and hours of use.
- C. Annual rental rate offered.
- D. Bidder(s) for whom the District would be leasing must submit evidence of a minimum of three (3) years recent and verifiable experience in the Bidder's proposed use in "Special Conditions 2B". Evidence of experience must be in written or document form (e.g., licenses, agreements).
- E. Acknowledgement and agreement to all terms and conditions contained in the draft lease agreement (Attachment B).

3. VENDOR INFORMATION SHEET: All bidders are required to complete the attached Vendor Information sheet (Attachment E). In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both these documents must be consistent. Failure to comply with this condition may cause the bidder(s) not to be awarded any new business. Vendor applications can be downloaded at www.dade.k12.fl.us (click District Offices, then click Procurement Management).

4. REFERENCES: Bidder(s) are required to submit three (3) verifiable references from present companies they have contracted with (Attachment F), for the same type business as proposed in "Special Conditions 2B". References shall include name, address, contact person, phone and fax numbers, and length of contract, in order to verify satisfactory performance. Failure to do so may result in the bidder not being considered for award. A record of unsatisfactory performance with references may result in the bidder not being awarded a contract.

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMETARY SCHOOL

SPECIAL CONDITIONS (CONTINUED)

Additionally, for your convenience, the attached form (Attachment C) may be used for the submittal of proposal.

5. **METHOD OF AWARD:** All bids will be evaluated to determine if criteria, as enumerated above, have been met and that an annual rental rate has been indicated. The contract will be awarded to the Bidder meeting

All listed criteria and offering the highest annual rental rate. Failure to provide all necessary information to determine if criteria have been met may cause bid to be deemed non-responsive and ineligible for award.

It is to be expressly understood that the Board will award and enter into a contract for the leasing of the Fienberg/Fisher Elementary School parking facilities at its sole discretion as it deems to be in the best interest of the District.

6. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. Prior to being recommended for award, the Vendor has five (5) business days after notification to submit proof of insurance as required herein.

7. **JESSICA LUNSFORD ACT: BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see ATTACHMENT G(Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMETARY SCHOOL

SPECIAL CONDITIONS (CONTINUED)

Contractor agrees to bear any and all costs associated with acquiring the required background screening

including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense.

Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes, as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

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COMMERCIAL LEASING OF PAVED PARKING FACILITIES AT FIENBERG/FISHER ELEMETARY SCHOOL

SPECIAL CONDITIONS (CONTINUED)

8. **CONE OF SILENCE:** A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by Fax or E-mail to:

Ms. Barbara Jones, Director
Procurement Management Services
Fax No. 305-995-7443
E-mail: bjones@dadeschools.net

9. **BID ADDENDUMS:** All bidders should monitor continuously, M-DCPS, Procurement and Materials Management website for any addendums that may be posted, prior to the opening of this solicitation. The Procurement and Materials Management website, which list all bids, addendums, and award information, is as follows:

<http://procurement.dadeschools.net/>

- 10 **PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for Monday, September 26, 2005, at 10:30 a.m., in room 522A, School Board Administration Building, 1450 N.E. Second Avenue, Miami, Florida 33132. Although there is no requirement to attend, pre-bid conference attendance by

the bidder or their qualified representative is requested to ensure bid compliance. For additional information, please contact Ms. Barbara Jones, at (305) 995-2348.

11. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

ATTACHMENT "B"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2005, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter referred to as the "LESSOR"), and _____ (hereinafter referred to as the "LESSEE").

WITNESSETH:

WHEREAS, LESSOR covenants that it holds the necessary legal right, title and interest in that certain property, as described below, to convey good and marketable leasehold title to LESSEE; and,

WHEREAS, LESSEE is desirous of leasing from LESSOR and LESSOR is desirous of leasing to LESSEE said property under the terms and conditions as set forth below.

NOW, THEREFORE, for and in consideration of the restrictions and covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, LESSOR does hereby lease to the LESSEE the following described property, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "DEMISED PREMISES"):

A portion of the paved parking facilities of Fienberg/Fisher Elementary School consisting of three (3) separate parking lots containing a total of ninety-seven (97) parking spaces, located at 1420 Washington Avenue and 1424 Drexel Avenue, Miami Beach, Florida.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

I.

TERM

LESSEE must execute and return this Agreement within ten (10) business days of its receipt from LESSOR. LESSEE'S failure to execute and return the Agreement within the designated time period shall cause LESSEE to be in default, and may, at LESSOR'S sole option, render the contract award to LESSEE null and void.

The term of this Agreement shall be for a period of one (1) year commencing upon LESSEE obtaining all necessary licenses, permits, use approval or other approvals

as required for the use of the DEMISED PREMISES by the local government or other governmental agencies pursuant to paragraph VII of this Agreement. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until it has obtained all required licenses, permits and approvals and same have been provided to LESSOR for review and approval. This Agreement shall commence _____, 2005 (the "Commencement Date"), and shall end _____, 2006.

II.

RENTAL RATE

The annual rental rate shall be \$_____, payable to LESSOR in twelve (12) monthly installments of \$_____ beginning on the Commencement Date and on the first day of each month thereafter without demand. Failure of LESSEE to make timely payments shall constitute a default whereby the LESSOR may immediately terminate this Agreement.

III.

USE OF DEMISED PREMISES

LESSEE agrees to accept the DEMISED PREMISES in the condition existing as of the Commencement Date of this Agreement. LESSEE shall have use of the DEMISED PREMISES for the purpose of providing parking services and for no other purpose. Should the LESSEE wish to enter into a contract to provide combined self/valet parking services, the LESSEE shall submit a written request to the LESSOR and LESSOR, or its designee, shall review any valet parking arrangements the LESSEE may offer, in order to assure compliance with School Board Policies. Where a combined self/valet-parking arrangement, at LESSOR'S sole discretion, is deemed not to be in the best interest of the school, the LESSOR, or its designee, may refuse, without cause, permission to allow valet parking on its property. LESSEE expressly agrees that the DEMISED PREMISES shall not be used to satisfy off-street parking or concurrency requirements for any business establishment. All uses shall be limited to evenings, weekends and holidays when the school is not in session or is not otherwise being used for school-related purposes. Hours of operation shall be:

Hours of operation to be filled in based on proposal submitted, but maximum available period shall be:

Monday-Thursday	10:00 p.m. through 5:00 a.m.
Weekends	7:00 p.m. Friday through 5:00 a.m. Monday

Holidays 7:00 p.m. of previous day (if a school day) through 5:00
a.m. of the following day

It is expressly understood that the above hours of use are the maximum authorized by the LESSOR. LESSEE acknowledges and agrees that the hours of use may be further limited by the City of Miami Beach or other jurisdictional entities, and it is the LESSEE's responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami Beach or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to the submittal of its proposal.

On all school days, LESSEE shall vacate the DEMISED PREMISES by 5:00 a.m., including removal of LESSEE'S patron's vehicles, if necessary. LESSEE shall remove said vehicles from the DEMISED PREMISES using all lawful means, and may post signs on the DEMISED PREMISES to facilitate same, at LESSEE'S sole cost and expense, after securing approval from the school principal as to size and placement. Any vehicles remaining on the DEMISED PREMISES after 5:00 a.m. of a school day may be removed by the LESSOR at LESSEE'S expense, which LESSEE agrees to pay upon demand of LESSOR. In addition, LESSEE shall secure and lock the entrance gate of the DEMISED PREMISES at the end of each daily period the LESSEE has use of the DEMISED PREMISES. LESSEE'S use shall be coordinated with the school principal and shall be suspended in the event the school requires the use of the DEMISED PREMISES for any reason during the above-mentioned hours of operation. LESSEE expressly agrees that LESSOR shall have the right to use the DEMISED PREMISES, at LESSOR'S sole discretion, during the above-mentioned hours of operation for school functions and special events, including but not limited to, local festivals. Employees of LESSOR shall be permitted use of and access to the DEMISED PREMISES when visiting Fienberg/Fisher Elementary School and/or for school-related purposes, without charge, during the periods of use by the LESSEE. Employees of the LESSOR must present appropriate identification to gain access to the DEMISED PREMISES during the LESSEE'S period of use.

LESSEE shall provide, within ninety (90) days after the execution of this Agreement, any and all information requested by LESSOR in order for LESSOR to determine the efficacy of continuation of this Agreement. Should the LESSEE not provide such information or should the LESSOR determine that the continuation of this Agreement is not in its best interest, then this Agreement may be immediately terminated by LESSOR with no compensation due LESSEE.

IV.

SUPERVISION

LESSEE shall supervise the DEMISED PREMISES at all times during its period of use. The DEMISED PREMISES shall be attended at all times, at LESSEE'S sole cost and expense, by at least one uniformed parking attendant, and if necessary, by such additional personnel as may be required to comply with the terms of this Agreement. LESSEE shall not permit loitering or assembly by any persons within the DEMISED PREMISES.

V.

USE OF DEMISED PREMISES BY OTHER AGENCIES

The LESSOR may allow other governmental agencies and nonprofit corporations to use space within the DEMISED PREMISES during the LESSEE'S period of use under such rules and the LESSOR for the provision of services to the community may promulgate regulations as.

VI.

ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet, in whole or in part, transfer, mortgage, pledge, hypothecate or otherwise dispose of this Agreement during the term hereof including any extensions or renewals. In addition, LESSEE shall not allow any other individual or entity to operate or manage the DEMISED PREMISES. Any such assignment, sublet or otherwise shall constitute a default resulting in automatic termination of this Agreement.

VII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

LESSEE and LESSOR shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this Agreement. It is expressly agreed that LESSEE shall obtain all necessary licenses, permits, use approval and other approvals as required for use of the DEMISED PREMISES by the local government or other governmental agencies. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until it has obtained all required licenses, permits and approvals and same have been reviewed and approved by LESSOR. LESSEE further agrees that all costs for or associated with complying with local parking lot ordinances, securing licenses, permits, use approvals and other approvals, including but not limited to

application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs and any other additional charges or surcharges required by the local government or other governmental agencies, shall be paid by LESSEE. LESSEE shall provide LESSOR with such documentation required by LESSOR, verifying payment by LESSEE of any and all required fees and/or parking surcharges and compliance with all local parking lot ordinances or other rules or regulations required by the local government or other governmental agencies. LESSEE'S failure to provide such proof of payment or other documentation within the time period required by LESSOR, shall cause LESSEE to be in default, and may, at LESSOR'S sole option, render the Agreement null and void. If LESSEE fails to obtain all licenses, permits, use approvals and other approvals as required by the local government or other governmental agencies within ninety (90) days of LESSEE'S receipt of the fully executed Agreement from LESSOR, or if, within said time period, LESSEE fails to provide written notice to LESSOR indicating the status of LESSEE'S licenses, permits, and approvals and providing a date, agreeable to LESSOR, by which such licenses, permits and approvals will be obtained, LESSOR may, at its sole option, terminate this Agreement with no compensation due to LESSEE.

VIII.

MAINTENANCE

LESSEE shall provide at LESSEE'S sole expense, all repair, maintenance and upkeep of the DEMISED PREMISES as is necessary to keep the DEMISED PREMISES in good order and repair, and in the same or better condition as existed before the execution of this Agreement. Such maintenance shall include, but is not limited to, repair of pavement, striping parking stalls and curbs, security lighting beyond that which is required to serve the school's needs and repair of facilities damaged due to vandalism or graffiti. Maintenance and cleaning, including litter pick-up and removal, of the DEMISED PREMISES shall be performed by the LESSEE at the end of each daily period the LESSEE has use of the DEMISED PREMISES.

Should any portion of the DEMISED PREMISES become damaged or in disrepair, where LESSOR is responsible to repair same, LESSEE agrees to promptly notify LESSOR in accordance with the notice provision set forth under paragraph XXIV(A) of this Agreement. LESSEE'S failure to properly notify LESSOR of such damage or disrepair or LESSOR'S failure to promptly repair the damaged item shall, in no event, entitle LESSEE to withhold all or any portion of the rent due hereunder.

IX.

NO 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 of such property by any cause whatsoever. LESSOR and LESSEE hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the DEMISED PREMISES.

X.

INDEMNIFICATION AND HOLD HARMLESS

LESSEE does hereby agree to indemnify, defend and hold LESSOR harmless from and against any and all personal injury or property damage claims, including claims for property parked or stored on the premises, liabilities, damages, losses, claims and causes of action, fees, costs, including attorney's fees, which may arise from or in connection with LESSEE'S use of the DEMISED PREMISES, whether vacant or occupied, or for any and all claims, causes of actions, losses, liabilities or damages arising from or in connection with this Agreement.

XI.

LIABILITY FOR DAMAGE OR INJURY

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE or any persons on the DEMISED PREMISES, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LESSOR, its agents, representatives or employees.

XII.

INSURANCE

LESSEE shall provide LESSOR with proof of commercial general liability insurance in the amount of one million dollars (\$1,000,000) naming The School Board of Miami-Dade County, Florida, its employees and agents, as additional insured. Proof of coverage shall be provided to LESSOR on an original certificate of insurance endorsed to reflect a minimum sixty (60) day advanced notice of cancellation. The certificate of insurance shall be delivered to LESSOR on or before the Commencement Date of this Agreement, and LESSEE shall furnish LESSOR evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

XIII.

DAMAGE OR DESTRUCTION

In the event the DEMISED PREMISES 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, LESSOR may, at its sole option, either cancel this Agreement or repair the DEMISED PREMISES. Should the LESSOR not effect the required repairs within sixty (60) days, then the LESSEE may cancel this Agreement by giving written notice to the LESSOR. LESSEE shall repair any damage sustained to the DEMISED PREMISES as a result of LESSEE'S actions at LESSEE'S expense.

XIV.

CANCELLATION

LESSOR shall have the right to cancel this Agreement by giving the LESSEE written notice at least thirty (30) days prior to the effective date of said cancellation.

XV.

OPTION TO RENEW

The term of this Agreement may be extended at the sole option of LESSOR for one (1) additional term of one (1) year, provided LESSEE gives written notice to the LESSOR requesting renewal no later than ninety (90) days prior to the expiration of the current term. The rental rate for the option year shall be adjusted by either a five percent (5%) 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 of this Agreement, whichever is greater.

XVI.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, LESSOR agrees that LESSEE shall have and may peaceably have, hold, and enjoy the DEMISED PREMISES without hindrance or molestation by LESSOR.

XVII.

LESSOR'S RIGHT OF ENTRY

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

XVIII.

SURRENDER OF PREMISES

LESSEE agrees to surrender to LESSOR, at the expiration, termination or cancellation of this Agreement or any extension thereof, or at the request of LESSOR to satisfy operational or public health, safety or welfare needs, said DEMISED PREMISES in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or decay and damage by fire, windstorm or other Acts of God, excepted. LESSEE shall promptly return all keys and other items to LESSOR and shall coordinate with LESSOR to ensure a proper surrender of the DEMISED PREMISES.

XIX.

AMENDMENTS

LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by both LESSOR and the LESSEE and shall be incorporated as part of this Agreement.

XX.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and any disputes shall be tried in Miami-Dade County, Florida.

XXI.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment 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 the deletion thereof, provided to do so would not render interpretation of the lease provisions ambiguous or a nullity.

XXII.

WAIVER

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

XXIII.

DEFAULT

Unless otherwise provided to the contrary in this Agreement, LESSOR shall provide LESSEE with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by LESSEE. If LESSEE fails to cure said default within fifteen (15) days of receipt of written notice, LESSOR shall have the right to terminate this Agreement, which termination will be effective immediately and without further notice.

XXIV.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by certified U.S. mail, postage pre-paid, return receipt requested to the following address, or as the same may be changed in writing from time to time:

In the case of notice or communication to LESSOR:

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

With a copy to:

Miami-Dade County Public Schools
Facilities Planning
Attention: Administrative Director
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132

In the case of notice or communication to LESSEE:

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 shall be the party designated by the LESSOR to grant or deny all approvals required by this Agreement, including the cancellation and/or termination of this Agreement as provided herein.

XXV.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

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

LESSEE:

LESSOR:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Owner/President

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

School Board Attorney