

**ORDINANCE NO. 2019-015**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AMENDING THE LEASE AGREEMENT BETWEEN THE CITY OF HIALEAH, AS LANDLORD, AND CITY OF HIALEAH EDUCATIONAL ACADEMY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, TO REFLECT THE CORRECT AMOUNT OF PRE-PAID RENT FOR THE TERM OF THE LEASE AS \$758,795.99 IN PARAGRAPH 3.1 AND TO INSERT THE LANGUAGE "NOT TO EXCEED" AS A LIMIT ON THE FIRST YEAR USAGE FEE IN PARAGRAPH 4 OF THE LEASE AGREEMENT; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE FIRST AMENDMENT, IN SUBSTANTIAL CONFORMITY WITH THE FORM AMENDMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Hialeah, Fla., Ordinance 2018-079 (September 17, 2018), the City of Hialeah entered into a Lease Agreement with the City of Hialeah Educational Academy, Inc. for a term of three years, for use of the school facility consisting of approximately 41,603 square feet in Slade Park located at 2590 West 76 Street, Hialeah, Florida 33016; and

**WHEREAS**, the City built a new phase three addition to accommodate an increase in student enrollment; and

**WHEREAS**, the Parties desire to amend the Lease Agreement to reflect the amount of \$758,795.99 as advance rent used to pay for the costs of construction of the new phase three addition and to correct the maximum amount of use fee anticipated during the first year based on student enrollment.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby amends the Lease Agreement between the City of Hialeah, as Landlord, and City of Hialeah Educational Academy, Inc., a Florida not-

for-profit corporation, as Tenant, authorized pursuant to Hialeah, Fla., Ordinance 2018-079 (September 17, 2018).

**Section 3:** The City Council of the City of Hialeah, Florida hereby authorizes the Mayor, and the City Clerk, as attesting witness, to execute the First Amendment to Lease Agreement, in substantial conformity with the form amendment attached hereto and made a part hereof as Exhibit "1".

**Section 4: Repeal of Ordinances in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

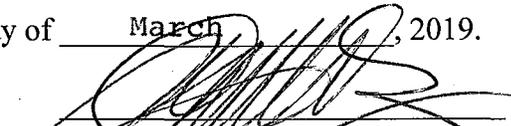
**Section 5: Severability Clause.**

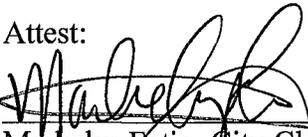
If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

**Section 6: Effective Date.**

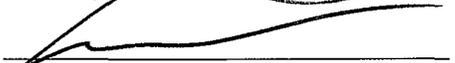
This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 12 day of March, 2019.

  
Vivian Casals-Muñoz  
Council President

Attest:  
  
Marbelys Fatjo, City Clerk

Approved on this 18 day of March, 2019.

  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
Lorena E. Bravo, City Attorney

FIRST AMENDMENT TO LEASE BY AND BETWEEN  
CITY OF HIALEAH EDUCATION ACADEMY, INC. AND CITY OF HIALEAH, FLORIDA

This First Amendment (the "First Amendment") to the Lease dated \_\_\_\_\_ ("Lease Agreement") by and between City of Hialeah Education Academy, Inc., a Florida not for profit corporation ("Tenant"), and the City of Hialeah, Florida ("City"), a municipal corporation, is made this \_\_\_\_ day of February, 2019.

WHEREAS, on October 1, 2018, the Parties entered in to a Lease Agreement for a term of three years beginning on July 1, 2018 and ending on June 30, 2021; and

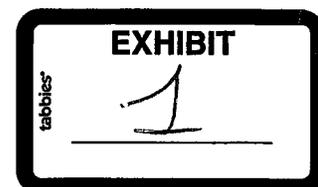
WHEREAS, the City constructed a new building addition to expand the operations of the school; and

WHEREAS, the Parties desire to amend the Lease to reflect the amount advanced as pre-paid rent to conform with the capital expenditure for the expansion and to establish a ceiling on the first year user fee.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree to amend the Lease Agreement as follows:

1. Except as otherwise set forth herein, all terms and conditions of the Lease Agreement shall remain in full force and effect.
2. Paragraph 3.1 "Pre-Paid Rent" of the Lease Agreement shall be amended to reflect the amount of seven-hundred ninety-five dollars and ninety-nine cents (\$758,795.99).
3. Paragraph 4 "Usage Fee" of the Lease Agreement shall be amended by inserting the phrase "not to exceed" immediately preceding the sum of \$180,012.21 for the first year. The remaining provisions in Paragraph 4 of the Lease Agreement shall remain unchanged and remain in full and effect.
4. This First Amendment shall not otherwise alter or affect the rights or remedies of the Parties, and shall be interpreted and enforced as if jointly prepared by the Parties and not construed more strictly against one Party than the other.

[ The remainder of this page shall remain blank and is followed by the signature page.]



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement, as of the date first above written.

LANDLORD:

CITY OF HIALEAH, FLORIDA  
501 Palm Avenue/P.O. Box 11-0040  
Hialeah, Florida 33011-0040

Authorized signature on behalf of  
the City of Hialeah, Florida

Attest:

\_\_\_\_\_  
Marbelys Fatjo  
Acting City Clerk (SEAL)

\_\_\_\_\_  
Mayor Carlos Hernandez Date

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
Printed/Typed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed/Typed Name: \_\_\_\_\_

Approved for legal sufficiency and form:

\_\_\_\_\_  
Lorena E. Bravo, City Attorney

TENANT:  
CITY OF HIALEAH EDUCATION ACADEMY, INC.  
a Florida not for profit corporation  
2590 West 76 Street  
Hialeah, Florida 33016

Authorized signature on behalf of  
City of Hialeah Education Academy, Inc.

By: \_\_\_\_\_  
Mayor Carlos Hernandez Date  
As President

(SEAL)

\_\_\_\_\_  
Witness  
Printed/Typed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed/Typed Name: \_\_\_\_\_