ORDINANCE NO. 11-37

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF HIALEAH, AS LANDLORD, AND CITY OF HIALEAH EDUCATION ACADEMY, INC., A FLORIDA NOT-FOR-PROFIT, AS TENANT, FOR USE OF THE SCHOOL FACILITY LOCATED AT SLADE PARK CONSISTING OF 22,870 SQUARE FEET LOCATED AT 2590 WEST 76 STREET, HIALEAH, FLORIDA, FOR A PERIOD OF THREE YEARS, COMMENCING ON SEPTEMBER 1, 2011 AND ENDING ON AUGUST 31, 2014, FOR AN ANNUAL AMOUNT OF $500.00 FOR EACH STUDENT ENROLLED, PAYABLE IN EQUAL MONTHLY INSTALLMENTS, AND A USAGE FEE OF $88,580.00 FOR THE FIRST YEAR FOR CITY SERVICES AND PARK FACILITIES PRORATED BETWEEN THE TWO CHARTER SCHOOLS, HIALEAH EDUCATIONAL ACADEMY AND THE CITY OF HIALEAH CONSTRUCTION, ARCHITECTURE AND DESIGN ACADEMY, BASED ON STUDENT ENROLLMENT NUMBERS, WITH UP TO 3% ANNUAL INCREASE FOR EACH OF THE TWO SUCCESSIVE YEARS, IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah, Fla., Ordinance 08-65 (Aug. 24, 2008), the City of Hialeah entered into a lease agreement with City of Hialeah Education Academy, Inc. for three years, ending on August 31, 2011 to operate a charter school within a city facility located within Slade Park; and

WHEREAS, the City desires to renew a lease agreement with City of Hialeah Education Academy, Inc., a Florida not-for-profit corporation, for the school facility located at 2590 West 76 Street, Hialeah, Florida, within the confines of Slade Park, under the management and

operation of Academica Dade LLC, and expand its operation to include the second charter school, the City of Hialeah Construction, Architecture and, and Design Academy.

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

Section 1: The City of Hialeah, Florida hereby authorize the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a lease agreement between the City of Hialeah, as landlord, and City of Hialeah Education Academy, Inc., a Florida not-for-profit corporation, as tenant, for use of the school facility at Slade Park consisting of 22,870 square feet, located at 2590 West 76 Street, Hialeah, Florida, for a period of three years, commencing on September 1, 2011 and ending on August 31, 2014, for an annual amount of $500.00 for each student enrolled, payable in equal monthly installments, and a usage fee of $88,580,00 for the first year for city services and par facilities prorated between the two charter schools, Hialeah Educational Academy and the City of Hialeah Construction, Architecture, and Design Academy, based on student enrollment numbers, with up to 3% annual increase for each of the two successive years, in substantial form as attached hereto and made a part hereof as Exhibit "1".

Section 2: **Penalties.**

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed $500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation or suspension of licenses or permits.

Section 3: 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 4: Effective Date.

This ordinance shall become effective when passed by the City Council of the City of Hialeah, Florida and signed by the Mayor of the City of Hialeah, Florida 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 28th day of June, 2011.

THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041 PRIOR TO FINAL READING.

Isis Garcia-Martinez
Council President

Attest:

Approved on this ____ day of _____, 2011.

David Concepcion, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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Ordinance was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Yedra voting "Yes".

LEASE

THIS LEASE is made and entered into this ___ day of June, 2011, by and between City of Hialeah Education Academy, Inc., a Florida not for profit corporation ("Tenant"), 2590 West 76 Street, Miami, Florida 33016, and the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 501 Palm Avenue, Hialeah, Florida, 33010-4789 ("Landlord").

For and in consideration of the mutual covenants contained herein, Landlord and Tenant agree with each other as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises ("Premises") depicted in Exhibit "A" which is attached hereto and made a part hereof, consisting of approximately 22,870 square feet of floor space within the Hialeah Educational Academy Charter High School facility within Carl Slade Park located at 2590 West 76 Street, Hialeah, Florida 33016. The use and occupation by Tenant of the Premises shall include the nonexclusive use of the parking areas ("Parking areas"), at all times subject to the terms and conditions of this Lease. The Landlord will also identify an area of the Premises for the nonexclusive use of the Tenant's employee parking.

2. **Term:** The term of this Lease shall be for a term of three years, commencing on September 1, 2011 and ending on August 31, 2014.

3. **Base Monthly Rent:** Tenant shall be pay the Landlord at the address set forth in section 22 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, the base annual rent shall be $500.00 for each student enrolled in City of Hialeah Educational Academy and the City of Hialeah Construction, Architecture and Design Academy, payable in equal monthly installments, plus payment of insurance and utilities. The Tenant is responsible for any other taxes, including, but not limited to, sales tax on rental receipts, intangible taxes, excise and use taxes, unless tax-exempt. The Landlord shall insure the building and furniture, but Tenant is responsible to insure the contents. If the Landlord sends a notice to pay rent to the Tenant, at an address other than stated in Article 22, the Landlord must send such notice by certified mail, return receipt requested and obtain a signed receipt as proof of service.

4. **Usage Fee.** Tenant shall pay the Landlord at the address set forth in section 22 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, in addition to the base monthly rent, an annual usage fee for the use of city services and park facilities, in equal monthly installments with the balance due as the last payment, as follows: $ 88,580.00 for the first year, not to exceed $91,237.40 for the second year (representing a 3% increase from the previous year) and not to exceed $93,974.52 for the third year (representing a 3% increase from the previous year). The fee shall be prorated in the first year between the two charter schools, the Hialeah Educational Academy ("HEA") and the City of Hialeah Construction, Architecture, and Design Academy "CAD") based on numerical estimates of student enrollment, as follows: HEA—responsible for the payment of 80% of the usage fee and CAD—responsible for the payment of 20% of the usage fee. The proration for the

second and third year for this lease will be determined each year by HEA and CAD, with 30 days advance notice in writing to the City prior to the conclusion of each lease year.

5. **Use of Premises:** The use of the premises shall be for the operation of a charter school managed by the Tenant according to the provisions of the Charter Management Agreements by and between the City of Hialeah Charter School Oversight Committee and Academica Dade LLC for the HEA and CAD.

6. **Utilities:** With the exception of outdoor illuminations and the maintenance of all exterior areas and parking areas, Tenant shall pay any and all charges for illumination, trash removal, garbage collection, telephone, electricity, gas, water, sewage disposal and other utilities used on the Premises directly to the providers of same promptly as and when due, including, but not limited to, any and all required fees and deposits for service. Tenant is only required to pay its proportionate share of Utilities under section 5, Taxes and Insurance under section 6 and maintenance and repair under section 8 related to the Premises. Where possible, such utilities, taxes, insurance, maintenance and repair costs will be metered or billed separately for the Premises and paid by the Tenant.

Tenant shall have the right to contest any utility, tax, insurance, maintenance or repair charge but while doing so, will be required to make such payment or file such application as to prevent a default or delinquency in payment of such matter from occurring.

7. **Taxes and Insurance:** Tenant shall pay to Landlord as Additional Rent all sales, use or excise taxes imposed, levied or assessed against the rent or any other charge or payment imposed by governmental authority other than real estate taxes. Sales tax, if applicable, shall be paid each month concurrently with the rental payment. Tenant shall pay such other amounts to Landlord within 30 days of delivery of the tax bill to Tenant. If the Tenant is tax-exempt, the Tenant shall provide proof of the tax exemption. The Tenant is responsible for payment of insurance as provided in Article 17.

8. **Maintenance and Repair.** Tenant shall at all times, and at Tenant's expense, maintain the Premises in a clean, orderly, tenantable and sanitary condition, and including the maintenance of a pest, termite and organism extermination service for the Premises. Tenant shall return the Premises at the end of the Term in good order and repair, reasonable wear and tear excepted. Tenant shall arrange and pay for garbage pickup from the Premises as approved by the City of Hialeah Superintendent of Solid Waste. Landlord's obligation shall be to keep the Parking Areas and Building structurally sound, including maintenance and repair of exterior walls, structural support and foundation, glass windows, doors, heating, permanent interior walls, ventilation and air conditioning, plumbing, electrical and sewage facilities, and to maintain the roof of the Premises free from leaks and in watertight condition except that Landlord shall not be responsible to make any such repairs made necessary by any act or neglect of Tenant or any person invited or employed by, or under the control of, Tenant. Landlord shall service and maintain all parking areas, outdoor lighting, exterior surfaces, including painting, and green areas and landscaping. The Tenant shall replace, repair and maintain equipment and appliances that are not affixed to the premises such as the food warmers, moveable stove and any moveable

refrigerator, etc. The Tenant shall perform basic maintenance of the interior, including painting, cleaning, security alarm system, floor maintenance, etc.

9. **Access to Premises.** Tenant shall permit Landlord, and Landlord's agents and independent contractors, during customary business hours and upon reasonable advance notice to the Tenant, or at any time which Landlord reasonably deems an emergency situation, to enter the Premises for (i) the purpose of making inspections and repairs, or (ii) exhibiting the Premises for lease, appraisal, sale or mortgage, which right of Landlord shall include, within six months prior to the end of the term, the posting of any sign to such effect.

10. **Prohibition against Assignment and Sublease.**

(a) Tenant shall not be permitted to sublet the premises. Tenant shall neither transfer nor assign this Lease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Tenant shall be allowed to transfer or assign this lease to a subsidiary, parent, or other entity related by Tenant by affiliation or merger, upon prior written notification of the Landlord.

(b) In the event of a permitted assignment of this Lease, Tenant shall remain fully liable and shall not be released from Tenant's obligations hereunder if any assignee or subtenant fails to fully and faithfully perform each and every of Tenant's covenants herein contained, including without limitation, the payment of Base Rent and any Additional Rent as and when due.

11. **Environmental Condition of the Premises.**

(a) The Landlord shall hold the Tenant harmless from any existing contamination of the property, or any contamination of the leasehold caused by adjacent tenants.

(b) Tenant covenants and agrees that it shall not cause or permit any hazardous substances to be generated, used, treated, stored, released or disposed of in or about the Premises without the Landlord's prior written consent. Tenant agrees to comply with all applicable laws, rules and regulations relating to such use and storage. Tenant further covenants and agrees that, anything contained in the Lease to the contrary notwithstanding, it will indemnify the Landlord for any loss, cost, damage, liability or expense (including without limitation, reasonable attorney's fees), as well as environmental impairment damages that Landlord may incur because of Tenant's failure to comply with the provisions of this paragraph. Hazardous Substances shall mean and refer to (i) all those substances, elements, materials, compounds or wastes defined or classified as hazardous or restricted under (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (B) the Resource Conservation and Recovery Act of 1976, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (C) the Toxic Substances Control Act, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations; and (ii) petroleum products, including without limitation, waste oils; and (iii) "Asbestos" as defined in 29 CFR Sec. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as

amended from time to time, and the regulations promulgated (thereunder); and (iv) "PCB's" as defined in 40 CFR Sec. 761 et seq., and "TCDD", as defined in 40 CFR Sec. 775 et seq. (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended from time to time); and (v) any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated.

12. **Condition of premises.** Tenant shall accept the interior of the building on the Premises AS IS, in the condition of the Premises at the commencement of the Lease, except as provided otherwise in the Lease, excepting Landlord's work on Exhibit "A".

13. **Rules and Regulations.** Tenant shall abide by and comply with all laws, ordinances and regulations enacted by those governmental entities, whether federal, state or municipal, having jurisdiction over the property or the Premises or the activities to be conducted thereon. Tenant shall neither permit nor commit any immoral or unlawful practice or act in or upon the property or the Premises.

14. **Signs, Awnings, Canopies, Fixtures, and Alterations.** Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the front of the building without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. All work must comply with applicable building code, zoning or other governmental requirements. Tenant will not place or permit to be placed or maintained on any exterior door wall or window of the Leased Premises any sign, awning or canopy, or advertising or other matter without first obtaining Landlord's written approval and consent which shall not be unreasonably withheld. Subject to Landlord's consent, Tenant may, at its expense, install an exterior sign, in form and design reasonably acceptable to Landlord which sign will advertise Tenant's name or type of business. Such sign shall conform to all applicable building code, zoning or other governmental requirements and shall permit advertising of the business.

15. **Tenant's property.** The Landlord agrees that all of the Tenant's fixtures, coolers, refrigerators, machinery and equipment designated by the Landlord and Tenant, as well as all alterations, decorations, additions or improvements which have been or will be made at the expense of Tenant and which are removable without causing material damage to the Premises, shall at all times be and remain the property of Tenant and may be removed by Tenant at any time during the term, or at the end of the term, of the Lease. Notwithstanding the above, all furniture and other capital expenditures purchased by the Landlord shall remain the property of the Landlord and shall not be removed from the premises at any time during the term of the Lease without the consent of the Landlord. However, Tenant shall repair any and all damage to the Premises due to such removal.

16. **Indemnity.** Tenant agrees to indemnify, defend and save and hold Landlord, and the Landlord's, employees, directors, officers, agents, independent contractors, attorneys,

successors and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising from or in any way connected with any negligent acts, omissions or neglect of Tenant, or any of Tenant's agents, licensees, representatives, successors or assigns, including but not limited to any Default (hereinafter defined in section 25), or any death, personal injury or property damage occurring in, on or about the Premises except where Landlord was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Landlord and Tenant, each party shall assume responsibility in proportion to the degree of its respective fault. Landlord agrees to indemnify, defend and save and hold harmless Tenant, to the extent permitted by section 768.28, Florida Statutes, and the Tenant's employees, directors, officers, agents, independent contractors, attorneys, successor and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising out of or in any way connected with any negligent acts, omissions or neglect of Landlord, or any of Landlord's agents, licensees, representatives, successors or assigns, or any death, personal injury or property damage occurring in, on or about the Premises except where Tenant was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgment, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Tenant and Landlord, each party shall assume responsibility in proportion to the degree of its respective fault.

17. **Insurance.**

(a) Tenant shall maintain at all times during the term of this Lease, public liability insurance protecting Landlord and Tenant which includes Landlord and Tenant as a named insured, against any and all claims for injury and damage to persons or property or for the loss of life or property occurring in, on or about the land arising out of the act, negligence, omission, nonfeasance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees. Such liability insurance shall be carried in a minimum amount of not less than One Million ($1,000,000.00) Dollars per occurrence and not less than Three Million ($3.000,000.00) Dollars in the aggregate for combined single limit for bodily injury or death to any one person or any number of persons. All such policies shall be issued by companies of recognized responsibility licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Landlord and Tenant are given at least thirty (30) days prior written notice of such cancellation or modification. Tenant shall provide Landlord certificates showing such insurance to be in place. The Landlord shall be named as an additional loss payee on all insurance policies. Landlord shall maintain, at all times, property damage, fire and windstorm insurance on the property.

(b) Insurance for fire and extended coverage insurance, worker's compensation, automobile insurance and other insurance prerequisites are set forth in the above-referenced Charter School Management Agreement adopted by reference herein. Tenant agrees to provide insurance that satisfies the minimum requirements of the City of Hialeah, acceptable to the Risk

Manager, and maintain such coverages at all times and provide certificates of insurance to the Landlord, including any and all renewals. If the use and occupation of the Leased Premises by the Tenant causes any increase of premium for the fire, boiler and/or casualty rates of the Leased Premises of any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium of the fire, boiler and/or casualty insurance policies by reason thereof.

18. **Damage to Premises.** If the Premises shall be destroyed or damaged by fire, windstorm, civil disturbance or other casualty during the Term so that the same shall be rendered untenantable, Landlord, at Landlord's expense, shall repair or rebuild the premises within 180 days from the date the insurance proceeds are available. If the Premises are not rebuilt or repaired within such time, it shall be the option of the Tenant to terminate this Lease. If the Tenant decides not to cancel during the time period that the Premises remains untenantable, then the term of the Lease shall be extended for such time period until repairs or restoration is completed. Landlord shall not be required to complete repairs or restoration until insurance proceeds are available. During any period in which the Premises is rendered untenantable for 30 or more consecutive days, then, during any time when the Premises is so rendered untenantable, Tenant shall not be obligated to pay rent. Rent shall commence when the Landlord has made the Premises tenantable and the term of the Lease shall be extended for a period of time equal to the length of time the premises were rendered untenantable.

19. **Risk of Personal Property.** Except where damages to Tenant's personal property are caused by or due to the gross negligence or intentional acts of the Landlord, all of Tenant's personal property placed upon, or moved into, the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable (i) for any damage to any such personal property, or to Tenant or any third party, arising from the bursting or leaking of water pipes or from any other act or (ii) for the negligence of any cotenant or other occupant(s) of the Premises. Tenant shall pay all taxes assessed against the personal property of Tenant, if applicable.

20. **Condemnation.** If all or any portion of the premises shall be taken except temporarily, by any condemnation or eminent domain proceedings, this Lease shall terminate on the effective date of the final judicial order of taking. Landlord shall be entitled to all awards for such taking.

21. **Quiet Enjoyment.** Upon payment by Tenant of the monthly Rent, if applicable, and any Additional Rent as and when due, and upon the faithful observance and performance of all of Tenant's covenants herein contained, Tenant shall peaceably and quietly hold and enjoy the premises for the Term without hindrance or interruption by Landlord, or by any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the provisions and conditions of this Lease.

22. **Notices.** All notices or other communications made pursuant to this Lease shall be in writing and shall be deemed to have been duly given upon the delivery, by United States certified mail, return receipt requested postage prepaid, or upon hand delivery with a receipt for same addressed as follows:

If to Tenant:

City of Hialeah Education Academy, Inc. c/o
Fernando J. Zulueta under management contract
Academica Dade LLC
6361 Sunset Drive
Miami, Florida 33143

or such other address as so designated.

If to Landlord:

City of Hialeah
Mayor
501 Palm Avenue, 4th Floor
Miami, Florida 33010

or such other address as so designated.

23. **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a similar nature, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period of such delay. the provisions of this section shall not operate to excuse the Tenant from the prompt payment of rent, additional rent or other payments required by the terms of this Lease.

24. **Discharge of Liens by Tenant.** Landlord shall not be subject to liability under the Florida Mechanic's Lien Law. Tenant shall strictly comply with the Florida Mechanic's Lien Law, Chapter 713, Florida Statutes. If a mechanic's claim of lien is filed against the property in connection with any work performed by or on behalf of the Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. If the Tenant fails to satisfy or transfer such claim within the 10-day period, Landlord may thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord with regard to the satisfaction or transfer of such claim and further, Tenant agrees to indemnify, defend and save the landlord harmless from and against any damage or loss incurred by the Landlord resulting from such claim. The security deposit may be used by the Landlord for the satisfaction or transfer of any mechanics' claim of lien. The section shall survive the termination of the Lease.

25. **Events of Default.** If Tenant shall (i) fail to pay to Landlord within 30 days after the same is due the Base Rent or any Additional Rent, after written notice is given, or (ii) file a voluntary petition in bankruptcy or reorganization, or make any assignment for the benefit of creditors, or seek any similar relief under any present or future statute, law or regulation relating to relief of debtors, or (iii) be adjudicated a bankrupt or have any involuntary petition in bankruptcy filed against it, or (iv) fail to keep and perform any one or more of the covenants and conditions herein contained and continuance of such failure for 30 days after written notice

thereof to Tenant, or in the event that such failure is non-monetary and cannot reasonably be cured within 30 days and Tenant is diligently pursuing curing such failure; then continuance of such failure beyond the time that it should reasonably take to cure the same with diligent effort then and in any of such events, Tenant will be deemed to be in default under this Lease. If Tenant shall be in Default, Landlord will have any and all rights and remedies which the laws of Florida confer upon a Landlord against a Tenant in breach or default of a lease including, without limitation, the right to terminate this Lease and bring a lawsuit for Monthly Rent and any Additional Rent then past due and seek all available equitable remedies, including injunction.

26. **Remedies Cumulative.** Landlord's remedies under this Lease are cumulative, and the election of any right or remedy by Landlord shall not be deemed a waiver of any other right or remedy of Landlord under this Lease or otherwise.

27. **Termination.** Either party shall have the right to terminate this Lease without cause, upon 180 days written notice to the other party or sooner if the written notice coincides with the end of the school year but in no event before the expiration of one year.

28. **Radon Disclosure.** The following notification is required to be included in all rental agreements for any building subsequent to January 1, 1989, pursuant to Florida Statutes § 404.065(B) (1988). Radon is a naturally occurring radioactive gas that when it accumulates in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

29. **Conflict of Interest Laws.** Landlord is aware of the conflict of interest laws of the Tenant, particularly City of Hialeah, Florida, Hialeah Code, Ch. 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq.; and the State of Florida, Chapter 112, Part III, Florida Statutes, and agrees that it shall fully comply in all respect with the terms of said laws. Tenant covenants that to the best of its knowledge no person who presently exercises any functions or responsibilities on behalf of the Landlord [City] in connection with this Agreement has any personal financial interests, direct or indirect, with Tenant. Tenant further covenants that, in the performance of this Lease, no person having such conflicting interests shall be employed or hired. Any such interests on the part of the Tenant or its employees must be disclosed in writing to the Landlord [City]. Tenant warrants that it has not knowingly employed or retained any person employed by the Landlord [City] to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Landlord [City] any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

30. **Entire Agreement.** This Lease contains the complete, exclusive and entire agreement between Landlord and Tenant regarding occupation of the Premises and lease of the Premises, and supersedes any and all prior oral and written agreements between Landlord and Tenant regarding such matters. This Lease may be modified only by an agreement in writing signed by both Landlord and Tenant.

31. **Severability.** If any covenant or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such covenant or provision to persons or circumstances (other than those as to which it is held invalid or unenforceable) shall not be affected thereby, and each and every other such covenant and provision of this Lease or portion thereof shall be valid and be enforced to the fullest extent permitted by law.

32. **Benefits: Binding Effect.** This Lease shall be binding upon and inure to the benefit of the successors of Landlord and Tenant, and the assigns of Landlord and permitted assigns of Tenant, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation that may arise in connection with this Lease or the Premises shall be in Dade County, Florida. Tenant further agrees to be subject to the in personam jurisdiction of the federal or state courts located in Miami-Dade County, Florida and be amenable to service of process.

33. **No Waiver.** The failure of Landlord to insist on the performance or observance by Tenant of any one or more conditions or covenants of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such covenant or condition, and Tenant's obligation with respect to such future performance shall continue in full force and effect.

34. **Gender.** The terms Landlord and Tenant as herein contained shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.

35. **Captions.** The captions of the various paragraphs of this Lease have been inserted for the purposes of convenience only. Such captions are not a part of this Lease and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Lease.

36. **Counterparts.** This Lease may be executed in several counterparts, all of which shall constitute one and the same Lease between Landlord and Tenant.

37. **Recording.** Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

38. **Attachments.** Exhibit A that is attached to this Lease is a part of this Lease and incorporated by reference thereto as if fully set forth herein.

39. **Non-disturbance.** The Landlord covenants that as long as the Tenant is not in default, its rights to occupancy under the Lease will not be disturbed by the Landlord, its successors or assigns.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed by the respective officials thereunto duly authorized on the days set forth below.

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:

_____
David Concepcion
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:

_____
William M. Grodnick, 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:_____