

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH PHOENIX ACADEMIES OF EXCELLENCE, INC., D/B/A PHOENIX ACADEMY OF EXCELLENCE NORTH (“PHOENIX”), A CHARTER SCHOOL, FOR USE BY PHOENIX OF CLASSROOMS AND ANCILLARY FACILITIES AT PARKWAY EDUCATION COMPLEX TO RELOCATE ITS CAMPUS**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

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

Background

Phoenix Academies of Excellence, Inc, d/b/a Phoenix Academy of Excellence North (“Phoenix”), a Charter School, provides a differentiated approach to teaching students that promotes academic achievement and personal success while eliminating low student performance and disruptive behavior. Phoenix previously operated its programs at a facility located at 13301 NW 24<sup>th</sup> Avenue, Miami, pursuant to its Charter Contract (“Charter Contract”), which expires June 30, 2027. Due to the pending loss of this location as a result of its landlord's failure to maintain a safe environment for the Charter School students, and notice of the landlord's mortgage foreclosure, Phoenix contacted the District with a request to secure use of a School Board-owned facility for this purpose.

District staff and representatives of Phoenix reviewed potential Board-owned locations, and a portion of the Parkway Education Complex, located at 2349 NW 175 Street, Miami Gardens (“School”), was made available to Phoenix for continued operation of its Charter School on a short-term basis commencing August 12, 2024, through the use of a ‘Temporary Use of School Building Facilities Agreement’. Phoenix is seeking to continue its uninterrupted use and occupancy within the School as its new campus (“New Campus”), to operate a grades 6-8 educational program serving up to 50 children, with this action to be facilitated through the implementation of a new long-term lease agreement.

As a condition precedent to entering into the proposed long-term lease agreement for use of the space, and in keeping with Board Policy related to the leasing of Board-owned facilities to Charter Schools, Phoenix is seeking to become a District-managed Charter School, and it is anticipated that the Board will consider entering into a management agreement as a part of companion Agenda Item C-1. In addition, the Charter Contract must be amended to provide

for Phoenix to occupy and use the facilities at the School as its New Campus, and it is anticipated that the Board will consider such an amendment as a part of companion Agenda Item D-65.

### Proposed Lease Agreement

Subject to approval by the Board of companion Agenda Item C-1 and companion Agenda Item D-65, the Chief Academic Officer, Office of Academics and Transformation, recommends entering into the proposed Lease Agreement (“Agreement”). Accordingly, it is recommended that the Superintendent be authorized to finalize negotiations and execute an Agreement between the Board and Phoenix under, substantially, the following terms and conditions:

- Phoenix shall lease four (4) classrooms and two (2) student restrooms within the School totaling approximately 4,021 square feet;
- Phoenix will also have non-exclusive use of the basketball courts, the School parking lot, bathroom facilities to be used by adults only, and the southeast portion of the School playfield;
- Phoenix shall utilize the southernmost pedestrian access to the School campus on NW 23 Avenue, as the exclusive means of ingress/egress to the School campus by its students;
- Phoenix shall station an armed security guard or off-duty District Police Officer to monitor the classrooms and student access area during its period of use to facilitate the entry and exit of Phoenix’s visitors and guests to and from the leased premises, and to ensure that those individuals do not access other non-demised School facilities;
- Phoenix shall have the right, from time to time, to request an expansion or reduction to the leased premises, for review and consideration by the Superintendent, in his sole authority. In the event the request for modification of the leased premises is recommended by the Superintendent, or designee, the change to the leased premises shall only be accomplished through an amendment to the Agreement, subject to Board approval;
- The term of the Agreement shall commence upon the latter date of execution of the Agreement by both Parties, and shall end on June 30, 2027, which is the end of the current term of the Charter Contract. The term of the Agreement may be extended at the sole option of the Board for two (2) additional terms of one (1) year each from the expiration of the initial lease term or the then current term, provided the term of any proposed extension of the Agreement shall not exceed the term set forth in the above referenced Charter Contract;
- In addition to an uncured default, damage & destruction, failure to obtain an Affidavit verifying compliance with E-Verify, or loss of tax exempt status of the

School due to leasing of the facility to Phoenix, each Party shall have the right to cancel the Agreement at will, without cause or penalty, by giving the other Party written notice at least sixty (60) days prior to the effective date of said cancellation;

- As with other District-managed Charter Schools leasing Board-owned facilities, Phoenix shall pay an annual rental amount of \$1, and shall also pay its proportionate share of operating expenses for the School, which includes, but is not limited to, routine building and grounds maintenance, trash pick-up, utilities and the Board's property insurance. Phoenix shall remain responsible for providing its own custodial and janitorial services. Phoenix's proportionate share of operating expenses for the first year of occupancy is estimated at \$12,303.46;
- Phoenix covenants and agrees that the leased premises shall be used solely by Phoenix, its students, faculty and staff as a school, for educational purposes, and for no other purpose. Use of the leased premises for any other purpose shall constitute a default under the Agreement;
- Phoenix's hours of operation shall not exceed those of the School. Notwithstanding this provision, in the event Phoenix wishes, from time to time, to use the leased premises on days when the School would otherwise be closed (e.g. weekends, District Holidays, etc.), Phoenix shall provide the School Administrator with a written request. In the event the request is approved, Phoenix shall reimburse the District for actual operating costs borne by the District to keep the School open on such days, including, but not necessarily limited to, utilities and custodial/janitorial staff and services;
- Phoenix shall take the leased premises in an "as-is", "where-is" condition, and no physical improvements to the leased premises are envisioned in the near term;
- Phoenix shall comply with all federal, state, local, School Board and School site (as established and enforced by the School Administrator) health, safety, and security requirements and criteria, and provide proper supervision and security for the public, staff, invitees and visitors in its use of the leased premises, and maintain the leased premises safe and secure at all times;
- For purposes of the Agreement, the Superintendent or designee shall be the party designated by the Board to grant or deny any modifications and approvals required by the Agreement related to any construction by Phoenix within the leased premises, Phoenix's use of the leased premises on weekends or District Holidays, or for any other routine operational issues; and
- In addition to the above, the Superintendent shall also be the party designated by the Board to grant or deny any approvals required by the Agreement within the authority granted him by the Board in the Agreement, and

to grant or deny any approvals required under the Agreement, including without limitation, amending any of the exhibits to the Agreement, placing Phoenix in default, and renewing, extending, cancelling or terminating the Agreement.

The proposed Agreement has been reviewed by the School Board Office of the General Counsel and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Agreement in its final form is attached hereto.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, subject to approval by the Board of companion Agenda Item C-1 and companion Agenda Item D-65, authorize the Superintendent to:

1) finalize negotiations and execute a lease agreement with Phoenix Academies of Excellence, Inc, d/b/a Phoenix Academy of Excellence North (“Phoenix”), a District-managed charter school, for use by Phoenix of classrooms and ancillary facilities at Parkway Education Complex to relocate its campus, substantially as set forth in the agenda item;

2) execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, including construction by Phoenix within the leased premises, Phoenix’s use of the leased premises on weekends or District Holidays, or for any other routine operational issues; and

3) grant or deny any approvals required by the Agreement, including without limitation, amending any of the exhibits to the Agreement, placing Phoenix in default, and renewing, extending, cancelling or terminating the Agreement, as provided in the Agreement.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT (“Agreement”)**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the “**LESSOR**” or “**School Board**”), and **PHOENIX ACADEMIES OF EXCELLENCE, INC.**, d/b/a PHOENIX ACADEMY OF EXCELLENCE NORTH, a Florida not-for-profit corporation (the “**LESSEE**”). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as “**Party**” and collectively as the “**Parties**”.

### WITNESSETH

WHEREAS, LESSEE operates a District-managed Charter School (“**Charter School**”), previously located at 13301 NW 24<sup>th</sup> Avenue, Miami, Florida, pursuant to a Charter Contract, which Charter Contract shall expire as of June 30, 2027 (“**Charter Contract**”); and

WHEREAS, due to the pending loss of this location because of its landlord's failure to maintain a safe environment for the Charter School students, and notice of the landlord's mortgage foreclosure, LESSEE contacted LESSOR with a request to secure use of a School Board-owned facility for this purpose; and

WHEREAS, LESSOR owns and has under its jurisdiction certain real property known as the Parkway Education Complex, located at 2349 NW 175 Street, Miami Gardens, Miami-Dade County, Florida, also known as Folio# 34-2110-003-0420, inclusive of all recreational facilities, classrooms, parking and ancillary spaces (“**School**”), a portion of which was made available to LESSEE for continued operation of its Charter School on a short-term basis, commencing August 12, 2024, through the use of a Temporary Use of School Building Facilities Agreement; and

WHEREAS, LESSOR and LESSEE are desirous of entering into this Agreement, under the terms and conditions set forth below, to allow LESSEE to continue its use and occupancy of a portion of the School to operate its grades 6-8 educational program currently serving up to 50 children (“**New Campus**”); and

WHEREAS, the Parties acknowledge and agree that as a condition precedent to entering into this Agreement, LESSEE shall become a District-managed Charter School, and the Charter Contract shall be amended to provide for LESSEE to occupy and use the facilities at the School to operate its New Campus; and

WHEREAS, the School Board, in accordance with Agenda Item C-1, Board Action No. \_\_\_\_\_, at its meeting of February 12, 2025, has authorized entering into a Charter School Management Agreement with LESSEE; and

WHEREAS, the School Board, in accordance with Agenda Item D-65, Board Action No. \_\_\_\_\_, at its meeting of February 12, 2025, has authorized an amendment to the Charter Contract to include the portion of the School campus set forth below for use as LESSEE'S New Campus; and

WHEREAS, the LESSEE has formulated a plan for opening and operating its educational programs at the School, which the LESSEE represents to be a plan in accordance with all local, County, State, School Board, Federal and/or Centers for Disease Control and Prevention ("**CDC**") guidelines and requirements related to the COVID-19 pandemic, as such CDC guidelines may be amended from time to time, and has adopted policies and procedures to address operational criteria and requirements that may be implemented for any future pandemic ("**Operating Plan**"); and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with Agenda Item F-1, Board Action No. \_\_\_\_\_, at its meeting of February 12, 2025; and

WHEREAS, LESSEE has authorized all signatories to this Agreement, at a meeting duly noticed, held on January 10, 2025, in accordance with its By-Laws and regulations and at which meeting a quorum was present, to execute this Agreement on its behalf, and a duly executed Resolution, properly executed by an authorized representative of LESSEE attesting to same, is attached hereto as **Exhibit "A"**.

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.

**DEMISED PREMISES AND EXPANSION OR REDUCTION OF USE**

Effective with the Commencement Date of this Agreement (as defined below), LESSEE shall lease from LESSOR a portion of the School for LESSEE'S New Campus, consisting of approximately Four Thousand Twenty-one (4,021) square feet of space, as more particularly described in **Exhibit "B"** attached hereto and made a part hereof (the "**Demised Premises**"). LESSEE shall have the right to access other portions of the School for the specific and limited purpose of gaining ingress to and egress from the Demised Premises. In addition, LESSEE shall have non-exclusive use of: (1) the basketball courts, (2) the School parking lot, on a non-reserved, first-come, first-served basis (the "**Parking Lot**"), (3) Room 019 in Building 01 (bathroom facilities to be used by adults only), and (4) the southeast portion of the School playfield (collectively, the "**Ancillary Areas**"). LESSEE acknowledges and agrees that, separate and apart from its use of the Demised Premises, a schedule for LESSEE'S use of the Ancillary Areas, as well as overall coordination dealing with said use, shall be established by the School Principal or designee ("**School Administrator**") from time to time, in consultation with LESSEE, and in the School Administrator's sole discretion and authority.

LESSEE shall utilize the southernmost pedestrian access to the School campus on NW 23 Avenue (access gate and sidewalk immediately east of Building 02), as the exclusive means of ingress/egress to the School campus by LESSEE'S students (the "**23rd Avenue Entrance**"). In that regard, and as further set forth in Article VII, LESSEE shall station an armed security guard or off-duty District Police Officer to monitor the ingress/egress of LESSEE'S students to/from the 23<sup>rd</sup> Avenue Entrance, as well as LESSEE'S visitors and guests to/from the Parking Lot, and to ensure that those individuals do not access other non-demised School facilities.

Notwithstanding the above, LESSEE shall have the right, from time to time, to request

adjustments to the Demised Premises to be leased by LESSEE under this Agreement, at least sixty (60) days prior to the effective date of such proposed modification, for review and consideration by the Superintendent of Schools (the “**Superintendent**”), in his sole authority. In the event the request for modification of the Demised Premises is recommended by the Superintendent, or designee, the Parties agree that changes to the Demised Premises may only be accomplished through an amendment to this Agreement, approved by the School Board, in conformance with the provisions of Article XXIII, and Exhibit “B” shall be modified accordingly and attached hereto and made a part hereof, and remain in effect until such time as it may be further amended. LESSEE agrees and acknowledges that its use of additional or reduced space in the School shall be under the same terms and conditions of this Agreement, and the amount of Operating Expenses (as defined in Article IV below) by LESSEE shall be adjusted to reflect the amount of square footage being occupied, effective the date of said occupancy.

The Parties agree and acknowledge that each time the area occupied by LESSEE is adjusted, as provided for in this Article, the definition of Demised Premises shall automatically include the expanded or reduced premises.

### III.

#### **TERM**

This Agreement shall be effective upon the latter date of execution of this Agreement by both Parties (the “**Effective Date**”), which date shall also serve as the commencement date (hereinafter referred to as the “**Commencement Date**”), and shall end on June 30, 2027 at midnight, unless terminated sooner as provided for in this Agreement (“**Initial Lease Term**”). The Parties shall execute a separate instrument to confirm the Commencement Date, which document shall be attached hereto and become a part hereof as **Exhibit “C”**. The Parties acknowledge and agree that the term of this Agreement, inclusive of any extensions, shall not exceed the term set forth in the above referenced Charter Contract, as such Charter Contract may be amended.

### IV.

#### **RENT AND OPERATING EXPENSES**

The annual rental rate shall be One Dollar (\$1.00) payable to LESSOR on the

Commencement Date, and on the anniversary of the Commencement Date each year thereafter.

As further defined in Articles VIII, IX and XI, LESSEE agrees to pay to LESSOR, LESSEE'S proportionate share of operating expenses for the School, which includes, but is not limited to, routine building and grounds maintenance, trash pick-up, utilities and LESSOR'S property insurance ("**Operating Expenses**"). The Parties acknowledge and agree that, effective with the Commencement Date and continuing until otherwise modified, LESSOR shall not provide custodial services within the Demised Premises, and LESSEE shall be responsible for providing same, at its sole cost and expense. Effective with the Commencement Date, LESSEE'S proportionate share of Operating Expenses shall be based on LESSEE'S usage of 4,021 square feet of classroom and ancillary space 100% of the time.

The annual amount of Operating Expenses for the period beginning on the Commencement Date, and running through June 30, 2025 is based on actual fiscal year 2023-2024 expenses, for a total of Twelve Thousand Three Hundred and Three Dollars and Forty-Six Cents (\$12,303.46) annually. Accordingly, starting on the Commencement Date, and on the first day of each month thereafter, LESSEE shall pay LESSOR the amount of One Thousand Twenty-Five Dollars and Twenty-Nine Cents (\$1,025.29) (with the first month to be prorated if necessary to reflect the actual Commencement Date), as LESSEE'S Operating Expenses, until the actual cost per square foot for fiscal year 2024-2025 has been determined. At such time, the next monthly installment will be adjusted accordingly to reflect any increases or decreases as mentioned below.

During the Initial Lease Term and any extension period, the amount of Operating Expenses shall be based upon the preceding year's reported actual cost per square foot for these services at the School. At such time as LESSOR establishes LESSEE'S actual proportionate share of Operating Expenses, an adjustment will be made to LESSEE'S next monthly installment of Operating Expenses to rectify any over or under payment of same, as described hereinbelow.

On an annual basis, LESSOR shall determine the difference, if any, between the amount of Operating Expenses collected from LESSEE and the actual amount incurred by

LESSOR for such expenses during the preceding year, and LESSOR shall use this data to establish LESSEE'S Operating Expenses for the next subsequent year's term. In the event of an underpayment by LESSEE for the preceding year, LESSOR shall forward an invoice for the amount of underpayment to LESSEE ("**Underpayment Amount**"), along with a report reflecting the actual amounts paid by LESSOR. LESSEE shall make payment of same to LESSOR within sixty (60) days of receipt of the invoice from LESSOR. In the event of an overpayment by LESSEE ("**Overpayment**"), LESSOR shall forward a credit statement for the amount of Overpayment to LESSEE, and the amount of LESSEE'S next monthly payment(s) of Operating Expenses shall be reduced by the amount of the credit statement.

Notwithstanding any other provision of the Agreement, the Parties agree that the services provided by the LESSOR as part of the Operating Expenses may be deleted, increased or otherwise modified, by mutual agreement of the Parties, in which event, the amount of Operating Expenses shall be modified to reflect the change in services provided.

All payments shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools  
Office of School Facilities  
Attention: Design & Planning Officer  
1450 N.E. 2<sup>nd</sup> Avenue, Room 525  
Miami, Florida 33132**

If LESSEE fails to pay Operating Expenses, the Underpayment Amount or any other outstanding amounts on or before the due date, LESSEE shall be required to pay a late fee to LESSOR, calculated as the Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus two (2) percent, for each and every month that the past due amount remains unpaid. Failure of LESSEE to make timely payments and/or pay the past due amount shall constitute a default whereby the LESSOR, irrespective of Article XVII of this Agreement, may immediately terminate this Agreement.

## **V.**

### **USE OF DEMISED PREMISES; COMPLIANCE WITH EMERGENCY ORDERS**

LESSEE covenants and agrees that the Demised Premises shall be used solely

by LESSEE, its students, faculty and staff as a school, for educational purposes, and for no other purpose. Use of the Demised Premises for any other purpose shall constitute a material breach under this Agreement. LESSEE covenants and agrees to accept the Demised Premises in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants and other encumbrances of record. LESSOR makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Demised Premises for LESSEE'S operations or any specific use. LESSEE, by executing this Agreement, acknowledges and agrees that the LESSOR has made no representations whatsoever regarding the Demised Premises, including with respect to its environmental condition. LESSEE represents that it is relying and will continue to rely solely on its own investigations of the Demised Premises in its decision to lease it, and LESSEE further acknowledges and agrees that the LESSOR shall not indemnify the LESSEE in any way with respect to the Demised Premises. In the same fashion, LESSEE shall accept the Ancillary Areas, as well as any additional permanent, ancillary space and/or parking spaces it may occupy within the School throughout the term of this Agreement in the condition it is in at the time of such occupancy. The provisions of this Paragraph shall survive the expiration or the earlier termination or cancellation of this Agreement.

In accordance with the leasehold rights afforded Phoenix Academies of Excellence, Inc., under this Agreement, and in compliance with all other terms and conditions of this Agreement, LESSEE shall have full control, custody, right and use of the Demised Premises throughout the term of this Agreement. Further, LESSEE may access common areas within the School, strictly as a means of ingress/egress to the Demised Premises and Ancillary Areas. Other than as specified elsewhere in this Agreement, the LESSOR shall have full control, custody, right and use of the balance of the School campus, including all parking lots, buildings, common areas, ancillary and recreational facilities located thereon. Other than as set forth herein, LESSEE'S hours of operation shall not exceed those of the School, and the LESSEE shall not have access to the Demised Premises during such periods that the School is closed, as established on an annual basis in the School Board's official

Elementary and Secondary School Calendar (“**School Calendar**”).

Notwithstanding the above, in the event, from time to time, LESSEE wishes to use the Demised Premises on days when the School would otherwise be closed (e.g. weekends, District Holidays, etc.), the LESSEE shall provide the School Administrator with a written request, listing the days and times the LESSEE would like use of the Demised Premises, for review and approval, in the School Administrator’s sole authority, not to be unreasonably withheld. In the event of such use, the LESSEE shall reimburse the LESSOR for actual operating costs borne by the LESSOR to keep the School open on such days, including, but not necessarily limited to, utilities and custodial/janitorial staff and services. In addition, in the event the LESSEE seeks to use any other portion of the School not a part of the Demised Premises, on a one-time or short-term basis, the LESSEE shall request such use through the School Administrator, with approval for same to be at the School Administrator’s sole option. Such additional use shall be subject to compliance with LESSOR’S Policies and Miami-Dade County Public Schools (“**District**”) procedures, and all terms and conditions of this Agreement shall govern.

The sale or consumption of alcoholic beverages on the Demised Premises is expressly prohibited. Violation of this provision shall be deemed a material breach of this Agreement. In addition, LESSEE shall not permit its members, guests or invitees to use tobacco products of any kind, including e-cigarettes, while on the Demised Premises. Use of the Demised Premises for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. LESSEE shall not commit nor permit any violations of applicable laws, rules and regulations of the LESSOR, including School Board Policies, COUNTY, STATE, or FEDERAL GOVERNMENT upon the Demised Premises.

Notwithstanding any other provisions of the Agreement, the LESSEE acknowledges and agrees that the LESSEE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified, extended or amended, as well as any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to a pandemic crisis (“**Emergency Orders**”) at all times in LESSEE’S use of the Demised Premises. These restrictions may

include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities. At the request of LESSOR or its designee, LESSEE shall provide to the LESSOR sufficient documentation acceptable to the LESSOR certifying compliance, at the LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the LESSOR relating thereto ("**Certificate of Compliance**"). It is understood and agreed that, by virtue of accepting possession of the Demised Premises and providing the Certificate of Compliance, the LESSEE certifies to the School Board full compliance therewith, and further represents and certifies to the School Board that it shall continue to be in full compliance, at LESSEE'S sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the School Board relating thereto, until such time as the LESSEE notifies the LESSOR otherwise in compliance with the provisions of Article XXIX of this Agreement. Enforcement of these procedures and mitigating measures by the LESSEE, in accordance with the Operating Plan, is a condition precedent to the LESSEE'S continued use and occupancy of the Demised Premises under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of the Agreement, and may result in the immediate termination of the Agreement by the LESSOR, at the LESSOR'S sole option, and regardless of any other term or provision of the Agreement.

## VI.

### **IMPROVEMENTS**

The LESSEE may, with the prior written approval of the LESSOR, or its designee, such approval to be issued at the sole discretion of the LESSOR, construct interior improvements within the Demised Premises, at LESSEE'S sole cost and expense (all such improvements are collectively referred to herein as the "**Work**"). The Parties agree that the Work shall be performed in accordance with plans approved by LESSOR or its designee, which LESSOR may approve or disapprove at its sole authority and discretion.

Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between LESSEE and its architect/engineer of record shall flow to the LESSOR in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LESSOR. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the LESSEE shall provide evidence of same to the LESSOR prior to commencement of the Work. LESSEE'S contractors must be pre-qualified by the LESSOR, in accordance with District and School Board Policies before commencing the Work or any construction activities on the Demised Premises or any other portion of the School.

The LESSEE'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the LESSOR'S Building Department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by LESSEE upon completion of the Work, and evidence of same, satisfactory to LESSOR, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and LESSEE shall have no authority to access any other portions of the School not then a part of the Demised Premises, except as otherwise provided for in this Agreement or as authorized by the LESSOR, or its designee, on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the LESSOR, or its designee, and shall neither unreasonably disrupt nor interfere with the LESSOR'S operations at the School. LESSEE and its contractors shall

take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the LESSOR'S students, staff, visitors, invitees and the public at all times. In addition, LESSEE and its contractors shall work closely with the School Administrator and assigned District Project Manager to ensure the Work does not interfere with or disrupt School or District operations. LESSEE shall make every reasonable effort to ensure that construction related activities to be performed within the Demised Premises are conducted during other than School hours, and LESSEE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event LESSEE requires access to the Demised Premises for any other reason, LESSEE shall first secure the approval of the School Administrator. Prior to the commencement of the Work, LESSEE shall provide the LESSOR, or its designee, with a schedule for the commencement and completion of the Work. If the LESSOR, or its designee, requests that LESSEE cease any work within the Demised Premises due to unreasonable interference or violation of any applicable rules and regulations or the LESSOR'S criteria, then LESSEE shall immediately discontinue its activities at the Demised Premises, and shall proceed only after the LESSOR, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized LESSEE to continue.

LESSEE shall cause any contractor doing work within the Demised Premises to indemnify, defend and hold harmless the LESSOR, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, LESSEE shall require LESSEE'S contractor(s) to provide the following minimum levels of insurance coverage: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of LESSEE'S contractor(s), in an amount not less than \$1 million combined single limit per occurrence

for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of LESSEE'S contractor(s) as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida, and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. LESSEE'S contractor(s) shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The LESSEE covenants and agrees that it shall indemnify, hold harmless and defend LESSOR from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by LESSEE within the School. In addition, LESSEE shall cause each and every of its contractors and subcontractors performing work at the Demised Premises ("**Lessee's Contractors**") to further covenant and agree, at Lessee's Contractors own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the LESSOR on any claim or demand arising out of, resulting from, or incidental to the Lessee's Contractors performance under any contract by and between LESSEE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, LESSEE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with Lessee's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between LESSEE and/or its assigns and any Lessee's Contractors.

If, as a result of LESSEE'S actions in the performance of the Work, or failure to act, portions of the School are damaged, in the sole opinion of the LESSOR, then the LESSEE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. LESSEE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the LESSOR. In the event that LESSEE is unable to complete the repair work within said thirty (30) day period, LESSEE shall provide the LESSOR with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If LESSEE

fails to complete the repair work within the prescribed time frame, then the LESSOR, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at LESSEE'S sole cost and expense. LESSEE covenants and agrees that it shall reimburse the LESSOR for this work within thirty (30) days of receipt from the LESSOR of an invoice for same, accompanied by such documentation as may be reasonably required by LESSEE to substantiate the nature and completeness of the work. In the alternative, the LESSOR may instead place LESSEE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the School site caused by LESSEE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the LESSOR'S students, staff and visitors, and requiring immediate repair, as determined by the LESSOR at the LESSOR'S sole discretion, the LESSOR may, at the LESSOR'S sole discretion, complete the necessary repairs, at LESSEE'S sole cost and expense.

Prior to the start of any construction activities at the School, and irrespective of LESSEE'S estimate of the cost of construction of the Work, LESSEE shall, at LESSOR'S sole option, provide to the LESSOR a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the LESSOR. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

LESSEE shall not permit any liens to be filed or attached to the School for any reason whatsoever, including, but not limited to, as a result of the Work performed by LESSEE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, LESSEE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of LESSEE, and LESSEE shall cure said violation(s) within

thirty (30) days of receipt thereof, at LESSEE'S sole cost and expense. Should LESSEE fail to comply with this requirement, then LESSOR may, by its own effort, cause such lien or other violations to be removed of record and cured. LESSEE shall be liable to the LESSOR for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the LESSOR.

It is expressly understood by the Parties that LESSEE shall not commence any of the Work or construction activities within the Demised Premises or at or about the School site until LESSOR, or its designee, has received all items stipulated in this Agreement and has notified LESSEE, in writing, as to the approved date that LESSEE may start the Work.

At the completion of the Work, the LESSEE shall secure an inspection of the Work from LESSOR'S designee, verifying that the Work on the Demised Premises has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the LESSOR'S designee attests to the satisfactory completion of the Work. Subject to the provisions set forth in Article XXII, unless otherwise agreed to by the Parties, all permanent improvements or facilities installed, operated and maintained by the LESSEE within the Demised Premises or elsewhere on the School campus pursuant to this Agreement shall become the property of the LESSOR, without compensation to the LESSEE, at such time as the LESSOR accepts installation of same as being final and in compliance with all appropriate regulations.

Notwithstanding the above, LESSEE may request that LESSOR make certain improvements, alterations or repairs within the Demised Premises, with LESSEE to reimburse the LESSOR for any and all cost of same, in accordance with a mutually agreed to schedule, not to exceed the period remaining in LESSEE'S Charter Contract. In such event, LESSEE shall submit a written request to LESSOR setting forth the requested improvements, which LESSOR, in its sole authority, may or may not choose to pursue. LESSOR shall, prior to the initiation of any improvements, provide the LESSEE with a cost estimate for the requested improvements, and a proposed schedule for reimbursement by LESSEE. The Parties agree that LESSOR shall not commence any work until LESSOR has

received written approval from LESSEE as to the cost of improvements and reimbursement schedule.

## **VII.**

### **SUPERVISION**

In addition to complying with any and all Emergency Orders, as set forth above, the LESSEE shall comply with all federal, state, local, School Board and School site (as established and enforced by the School Administrator) health, safety, and security requirements and criteria, and provide proper supervision and security for the public, staff, invitees and visitors in its use of the Demised Premises and Ancillary Areas, and maintain the Demised Premises safe and secure at all times.

As set forth in Article II, LESSEE, at LESSEE'S expense, shall station an armed security guard or off-duty District Police Officer on or adjacent to the Demised Premises during LESSEE'S period of use to facilitate the entry and exit of LESSEE'S students, visitors and guests to and from the Demised Premises, and to ensure that those individuals do not access other non-demised School facilities. If LESSEE utilizes the services of an armed security guard, LESSEE covenants and agrees that such use shall be in full compliance with all applicable federal, state and local laws, rules and regulations, and LESSEE shall be strictly liable and hold the School Board harmless for any losses or claims that may arise related to its use of the armed security guard. It is understood and agreed that, by virtue of its use of an armed security guard, LESSEE certifies to the School Board full compliance with the above terms and conditions, and further represents and certifies to the School Board that it shall continue to be in full compliance, at LESSEE'S sole cost and expense, with any and all requirements set forth herein, until such time as LESSEE notifies LESSOR otherwise in compliance with the provisions of Article XXIX of this Agreement.

In the event LESSEE seeks to install, maintain and operate an electronic notification system outside LESSEE'S entrance way to Building 02, which will serve to notify LESSEE'S staff when LESSEE'S students, parents or visitors need to enter the Demised Premises, LESSEE shall make such a request in writing, and, if approved, shall

comply with the provisions set forth in Article VI. LESSEE acknowledges and agrees that any gates or other security measures located outside of Building 02 shall remain locked at all times, except when attended by a member of LESSEE'S staff.

The LESSEE shall secure and lock all doors and gates within the Demised Premises at the completion of LESSEE's daily use of the Demised Premises. LESSEE acknowledges and agrees that the School Administrator shall have overall responsibility for any School site operational issues, including without limitation, building security, safety, etc., and LESSEE shall comply with all such requirements established by the School Administrator with respect thereto. LESSEE shall promptly notify the LESSOR or its designee of any and all notices or communications received by LESSEE regarding the health, safety, and security of the Demised Premises from any jurisdictional entity, as well as provide notice to LESSOR of any incidents that occurred on or near the Demised Premises, in relation to any health and safety issues or law enforcement incidents. Thereafter, LESSEE shall provide the LESSOR with all information reasonably requested by the LESSOR, and shall cooperate with LESSOR in implementing any policies or procedures by LESSEE required to mitigate any further incidents in this regard. This representation by LESSEE shall constitute a material inducement for LESSOR to enter into this Lease Agreement.

## **VIII.**

### **MAINTENANCE SERVICES**

LESSOR shall provide all routine maintenance and repairs of the Demised Premises, including, but not limited to, interior light bulb and ballast replacement, air conditioning filter cleaning and/or replacement, routine electrical and plumbing repairs, and shall also provide routine care of landscaped areas, parking lots and walking surfaces. Unless LESSOR'S responsibilities are otherwise modified, as provided for in Article IV of this Agreement, LESSOR shall not provide custodial services, and LESSEE shall provide same at its sole cost and expense. All such maintenance services will be provided in compliance with the LESSOR'S standards, operating procedures and frequency of service. LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of these services, as a portion of the Operating Expenses, as outlined in Article IV of this Agreement. LESSOR

shall have no responsibility for repair or maintenance of any LESSEE-owned furniture, fixtures or equipment installed or utilized by LESSEE within the Demised Premises. The Parties further acknowledge and agree that if maintenance service requirements within the Demised Premises are excessive due to use by LESSEE under this Agreement, the Parties shall work in good faith to resolve this matter including, but not limited to, sharing responsibilities and/or costs.

Notwithstanding the above or any other provisions of the Agreement, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, at LESSEE'S sole cost and expense. Enforcement of these procedures is a condition precedent to LESSEE'S continued use and occupancy of the Demised Premises under any Emergency Order or School Board Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement and may result in the cancelation of this Agreement, at the School Board's sole option, as set forth in Article XVIII. Occupancy of the Demised Premises by LESSEE while operating under any Emergency Order or School Board Policy relating thereto shall be deemed a representation to LESSOR, on which LESSOR will rely, that LESSEE is in full compliance with all Emergency Orders, and will continue to be in full compliance with all applicable Emergency Orders.

## **IX.**

### **INSURANCE**

In addition to the provisions set forth in Article XIII of this Agreement, the LESSEE shall, on or before the Effective Date of this Agreement, provide the LESSOR with proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers'

Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

#### B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

LESSEE shall name the LESSOR as an additional insured on a form no more restrictive than the CG20 10.

#### C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

“The School Board of Miami-Dade County, Florida, and its members, officers and employees” shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the LESSOR on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the LESSOR on or before the Effective Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the LESSEE shall furnish the LESSOR evidence of renewals of such insurance policies no less than thirty (30) days prior to the expiration of the then current policies.

LESSOR shall provide property insurance covering the Demised Premises and LESSOR'S contents thereon, and LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of same, as a portion of the Operating Expenses, as outlined in Article IV of the Agreement.

## X.

### **FURNITURE, FIXTURES AND EQUIPMENT**

As a condition of entering into this Agreement, LESSEE shall work collaboratively with LESSOR'S designee to generate a written inventory of any furniture, fixtures and equipment (“**FF&E**”) owned by the LESSOR and located within the Demised Premises as of the Commencement Date of this Agreement, which FF&E shall be retained and used by LESSEE under this Agreement, and such inventory shall be attached hereto and become a part hereof as **Exhibit “D”**. LESSEE acknowledges and agrees to reimburse LESSOR within thirty (30) days of receipt of notice from LESSOR for any and all damaged or missing FF&E not otherwise accounted for, subject to an updated inventory to be completed by the Parties periodically. LESSEE shall be responsible for replacing or repairing same, or reimbursing LESSOR for the cost to repair or replace such damaged or missing item, at the sole option of LESSOR, at the then current cost.

**XI.**

**UTILITIES AND OTHER SERVICES**

The LESSOR shall establish and pay all utility accounts serving the Demised Premises including electricity, water, sewer, solid waste disposal, storm water and trash collection. LESSEE shall reimburse LESSOR for LESSEE'S proportionate share of the cost of these services, as a portion of the Operating Expenses, as outlined in Article IV of the Agreement. The Parties further acknowledge and agree that if utility usage within the Demised Premises is excessive due to use by the LESSEE under this Agreement, the Parties shall work in good faith to resolve this matter including, but not limited to, sharing utility responsibilities and/or costs.

**XII.**

**INDEMNIFICATION AND HOLD HARMLESS**

LESSEE shall hold harmless and indemnify the LESSOR, its members, officers and employees, against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property to the extent caused by the performance of this Agreement (including goods and services provided thereto) by or on behalf of LESSEE. These indemnity obligations shall not apply to the extent said claims arise out of, pertain to, or relate to the negligence of the LESSOR or LESSOR'S agents, directors, officers, employees and independent contractors. Notwithstanding the above or any other provision of this Agreement, LESSEE agrees that, while operating under any Emergency Order or School Board Policy relating thereto, the LESSEE shall indemnify and hold harmless and defend the School Board, its employees, agents and representatives, from any and all liability, damages, expenses, including attorney's fees and court costs through all appeals, claims and lawsuits to the extent caused by LESSEE'S negligent implementation of the Operating Plan.

Notwithstanding the above, LESSEE agrees, at its own expense, and upon written request by the LESSOR, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to LESSEE'S

performance under this Agreement. Further, LESSEE shall indemnify LESSOR against any successful Claims Bill imposed on the LESSOR to the extent caused by LESSEE'S actions under this Agreement and shall make payment under any such successful claim.

The LESSOR does hereby agree to indemnify and hold harmless the LESSEE, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the LESSOR 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 LESSOR 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 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 LESSOR'S sovereign immunity.

### **XIII.**

#### **NO LIABILITY FOR PERSONAL PROPERTY**

LESSEE agrees to insure or self-insure its interests in personal property to the extent it deems necessary or appropriate and hereby waives all rights to recovery for loss or damage of such property by any cause whatsoever. LESSEE hereby waives all rights of subrogation under any policy or policies it may carry on property placed or moved on the Demised Premises.

### **XIV.**

#### **LIABILITY FOR DAMAGE OR INJURY**

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE or its invitees on or about the School, 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, subject to the monetary limitation contained in Section 768.28, Florida Statutes. LESSOR shall not be responsible or liable for any damages arising from acts of God, or for any loss of business or consequential damages.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Lease Agreement.

## **XV.**

### **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, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the Demised Premises, or permit the Demised Premises to be occupied by other persons, firms, corporations, or governmental units, without the LESSOR'S prior written consent, which may be withheld at the LESSOR'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result, at LESSOR'S sole option and without penalty, in the cancellation of this Agreement, as set forth in Article XVIII.

## **XVI.**

### **EXTENSION OF AGREEMENT**

Provided the term of any proposed extension of this Agreement shall not exceed the term set forth in the above referenced Charter Contract, the term of this Agreement may be extended at the sole option of LESSOR for two (2) additional terms of one (1) year each from the expiration of the Initial Lease Term or the then current term, under the same terms and conditions contained in this Agreement, provided LESSEE gives written notice to the LESSOR at least sixty (60) days prior to the expiration of the then current term, and LESSEE is not in default of this Agreement. LESSOR'S approval shall not be unreasonably withheld.

The Parties acknowledge and agree that any extension of the term shall be accomplished through the execution by the Parties of an amendment to this Agreement.

**XVII.**

**CANCELLATION**

In addition to the provisions of Articles XVIII, XXX, XXXIX(J) and XXXIX(M), LESSEE and LESSOR shall each have the right to cancel this Agreement at will, without cause or penalty, by giving the other Party written notice at least sixty (60) days prior to the effective date of said cancellation. In addition to the above, LESSOR may cancel the Agreement for cause and without penalty, in the event of an uncured material breach by LESSEE, as set forth below. In the event of cancellation or termination by either Party, the Demised Premises shall be surrendered in accordance with the provisions of Article XXII.

**XVIII.**

**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, without penalty, and occupy the Demised Premises.

Notwithstanding the above, the Parties acknowledge and agree that any material breach of this Agreement by LESSEE beyond the Cure Period (defined below) may result in the cancellation of this Agreement, irrespective of any other provisions of this Agreement. LESSOR shall provide LESSEE with written notice of a material breach of this Agreement, specifying the facts that form the basis of the material breach. LESSEE shall have three (3) business days from the date it receives the written notice to cure the material breach ("**Cure Period**"). The following shall constitute a material breach on the part of LESSEE: (1) other than discontinuing on-site activities to protect the health and

wellbeing of clients and staff during a health emergency, failure to operate LESSEE'S program(s) on the Demised Premises for more than one-hundred twenty (120) consecutive days after the Commencement Date of this Agreement, (2) failure to comply with the Jessica Lunsford Act, (3) failure to comply with Article XXI of this Agreement regarding infrastructure improvements and regulatory compliance, (4) failure to pay taxes or special assessments as outlined in Article XXI of this Agreement, (5) in the event the tax-exempt status of the Demised Premises or School is rescinded or is at risk of being rescinded, as outlined in Article XXXIX(J) of this Agreement, (6) unauthorized assignment or sublet of the Demised Premises, (7) failure to pay Operating Expenses or any other expenses to LESSOR as provided for in Article IV of this Agreement, (8) use of the Demised Premises for any reason not provided for in Article V of this Agreement, (9) failure to comply with COVID-19 protocols or any other pandemic protocols, including any and all Emergency Orders and the provisions of the Certificate of Compliance, as set forth in Article V and Article VIII of this Agreement, and (10) failure to comply with the security and safety criteria set forth in Article VII of 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, without penalty.

## **XIX.**

### **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.

**XX.**

**LESSOR'S RIGHT OF ENTRY**

Other than in event of an emergency, after first providing reasonable notice to LESSEE, the LESSOR, or any of its agents, representatives or employees, shall have the right to enter said Demised Premises at all reasonable times to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Demises Premises, provided such activities do not unreasonably interfere with the LESSEE'S use of the Demised Premises.

**XXI.**

**TAXES AND REGULATORY COMPLIANCE**

The LESSEE shall not allow or engage in any activity which may impact the LESSOR'S immunity or exemption from the consequences of any tax whatsoever. LESSEE shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits or other taxes which may be imposed on the Demised Premises or School, due as a result of the leasing, use and occupancy of the Demised Premises by LESSEE. Non-compliance shall be deemed a material breach of this Agreement.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the Demised Premises, LESSEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, at LESSEE'S sole cost and expense. Non-compliance shall be deemed a material breach of this Agreement.

**XXII.**

**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 and peacefully surrender and deliver possession of the Demised Premises to LESSOR in good order and repair and in as good condition as existed on the

Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The LESSEE shall be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the Demised Premises. In addition, LESSEE shall be required, at LESSOR'S sole option, to: (1) re-key locks changed by LESSEE, if any, back to the School's key system; and (2) to remove any improvements, facilities or signage constructed or installed by LESSEE under this Agreement, and to restore the Demised Premises to the same or better condition as existed before the Commencement Date of this Agreement. Notwithstanding the above, in the event LESSOR elects to retain any or all improvements constructed by LESSEE, LESSEE agrees to convey title to the improvements to LESSOR, without compensation due LESSEE.

LESSEE shall surrender all LESSOR-owned FF&E, and shall promptly return all keys and other items belonging to LESSOR and shall coordinate with the LESSOR to ensure a proper and timely surrender of the Demised Premises. Any of LESSEE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

#### **XXIII.**

#### **AMENDMENTS**

In addition to any 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 through the execution by the Parties of an amendment to this Agreement duly approved 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.

#### **XXIV.**

#### **NON-DISCRIMINATION**

LESSOR and LESSEE 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 Premises. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Demised Premises by a Party hereto has occurred, such event shall be treated as a Default hereunder.

**XXV.**

**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.

**XXVI.**

**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. All applicable laws shall be construed as same presently exist and as they may be amended hereafter.

**XXVII.**

**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.

**XXVIII.**

**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.

**XXIX.**

**NOTICE AND GENERAL CONDITIONS**

A. All notices or communications under this Agreement by either Party to the other (“**Notice**”) 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:

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  
Fax: 305-995-1607  
E-mail: [RPerez6@dadeschools.net](mailto:RPerez6@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida  
School Board Office of General Counsel  
1450 NE 2<sup>nd</sup> Avenue, #400  
Miami, FL 33132  
Attn: General Counsel  
Fax: 305-995-1412  
E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

In the case of notice or communication to LESSEE:

Phoenix Academy of Excellence  
Attention: Dr. Latoya Robinson, Principal  
7900 N.W. 27 Avenue  
Miami, FL 33147  
Email: [phoenixacademies@yahoo.com](mailto:phoenixacademies@yahoo.com)  
Telephone: (954) 512-7982

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 designee shall be the party designated by the LESSOR to grant or deny any modifications and approvals required by this Agreement related to any construction by LESSEE within the Demised Premises or School campus, LESSEE'S use of the Demised Premises on weekends or District Holidays, or for any other routine operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the LESSOR to grant or deny any approvals required by this Agreement within the authority granted him by the School Board in this Agreement, and to grant or deny any approvals required under this Agreement, including without limitation, amending any of the exhibits to the Agreement, placing the LESSEE in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

E. Prior to Effective Date of this Agreement, the LESSEE shall deliver to the LESSOR sufficient documentation, acceptable to the LESSOR, evidencing that LESSEE is active and authorized to do business in the State of Florida, including any and all documentation relating to LESSEE'S formation, existence and legal and good standing status with corporate or legal status to be provided periodically thereafter, as required by the LESSOR. In addition, LESSEE shall deliver to LESSOR the necessary resolutions in form acceptable to LESSOR, verifying that LESSEE is authorized to enter into this Agreement, and that the party signing this Agreement is fully authorized and has the legal capacity to do so, on behalf of the LESSEE.

F. 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 a 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, unless otherwise provided. 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 of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

### **XXX.**

#### **DAMAGE AND DESTRUCTION**

Other than damage or destruction caused by LESSEE, in the event the Demised Premises should be destroyed or so damaged by fire, windstorm or other casualty, in whole or in part, to the extent the Demised Premises are rendered untenable or unfit for the purposes intended, LESSOR may, at LESSOR'S sole option, either cancel this Agreement by giving a minimum of thirty (30) days advance written notice to the LESSEE, or repair or replace the damaged/destroyed facilities, at LESSOR'S expense. The Parties acknowledge and agree that, as set forth in this Article, repair/replacement of the damaged/destroyed facilities by the LESSOR, if the LESSOR so elects, shall be strictly and exclusively limited to repair/replacement of those improvements necessary to render the Demised Premises capable of serving the District's public school students and staff in a traditional public school setting, and shall not include any construction, improvements or upgrades to the Demised Premises that may have been completed by the LESSEE under this Agreement. If LESSOR opts to repair or replace the damaged/destroyed facilities, then LESSOR shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of

time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, coordination with FEMA or other governmental entities, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSEE may, at its sole option, place the LESSOR in default.

Any damage or destruction sustained to all or portions of the Demised Premises or School site as a result of LESSEE'S actions shall be repaired by LESSEE, at LESSEE'S sole cost and expense. In the alternative, and if agreed to in writing by the Parties, LESSOR shall repair the damage or destruction, and LESSEE covenants and agrees that it shall reimburse the LESSOR for the cost to repair the damaged/destroyed facilities or items within thirty (30) days of receipt from the LESSOR of an invoice for same. If LESSEE fails to pay the invoice within the prescribed timeframe, LESSOR may place LESSEE in default under this Agreement.

LESSOR and LESSEE agree that in the event of cancellation of the Agreement due to damage or destruction, LESSEE shall surrender the Demised Premises to LESSOR in compliance with Article XXII of the Agreement.

### XXXI.

#### **HAZARDOUS MATERIALS**

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School, or arising

from LESSEE'S use or occupancy of the Demised Premises, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Demised Premises. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Demised Premises (unless caused solely by LESSOR), or that arises at any time from LESSEE'S use or occupancy of the Demised Premises.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law in the Demised Premises or School or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Demised Premises or School campus, or the transportation to or from the Demised Premises of any Hazardous Substance.

LESSEE shall, at LESSEE'S expense, comply with all applicable Environmental Laws with respect to the Demised Premises and School campus. LESSEE shall, at LESSEE'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Demised Premises during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by LESSEE with respect to the Demised Premises or School, then LESSEE shall, at LESSEE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. LESSEE shall promptly notify LESSOR of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Demised Premises, and shall promptly provide LESSOR with all information reasonably requested by LESSOR regarding LESSEE'S use, generation, storage, transportation or disposal of Hazardous Substances in or at the Demised Premises or School campus.

LESSEE shall indemnify LESSOR against any Hazardous Substances Discharge

demonstrated to have been caused by LESSEE. The obligations and liability of LESSEE under this paragraph shall survive the expiration or termination of this Agreement.

**XXXII.**

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

LESSEE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, COVID-19 restrictions or any restrictions and/or measures relating to a pandemic as may be defined by federal, state, local and/or School Board policy, as all may be further amended from time to time and to the extent required by applicable law, whichever is more restrictive. The Parties further agree that this Agreement may be modified by the School Board in compliance therewith.

**XXXIII.**

**SUBORDINATION AND ESTOPPEL**

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LESSOR under those leases, and to all financing that may now or hereafter affect the leases, the Demised Premises or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, LESSEE shall execute, within thirty (30) calendar days of request, any certificate that LESSOR may request. In addition, at LESSOR'S request, LESSEE shall execute and return an Estoppel Letter, confirming the substantive terms and status of this Agreement, within thirty (30) days of receipt of such a request.

**XXXIV.**

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

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119,

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

The LESSEE shall incorporate this provision into every contract that it enters into

relating to the Demised Premises.

**IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

**XXXV.**

**SIGNAGE**

LESSEE may erect, at its sole cost and expense, identification signage on the exterior of the School or within the Demised Premises, subject to the prior written approval of LESSOR, or its designee, and in conformance with all rules and regulations governing public schools. Any identification signage erected by LESSEE shall include the following: "a Miami-Dade County Public Schools Managed Charter".

Upon the termination, expiration or cancellation of this Agreement, LESSEE shall remove, at LESSEE'S expense, from the Demised Premises or School any signage erected by LESSEE, and restore the area to the same or better condition as existed prior to LESSEE'S installation of the signage.

**XXXVI.**

**USE OF SCHOOL AS A REVENUE GENERATOR**

LESSOR shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with School Board Policies, relating to the School, including, without limitation, third party advertising, installation of wireless telecommunications facilities and/or other similar endeavors, provided such endeavors do not unreasonably interfere with LESSEE'S rights to peaceful enjoyment of the Demised Premises.

**XXXVII.**

**LESSEE'S REPRESENTATIONS**

LESSEE is duly organized, validly existing, and in good standing under the laws of

the State of Florida and is duly qualified to transact business in the State of Florida. LESSEE'S corporate status shall remain active and in good standing throughout the term of this Agreement, and LESSEE shall provide evidence of same to LESSOR, prior to the Effective Date of this Agreement and annually thereafter, as required by the LESSOR. LESSEE has full power to execute, deliver, and perform its obligations under this Agreement.

The execution and delivery of this Agreement, and the performance by LESSEE of its obligations under this Agreement, have been duly authorized by all necessary action of LESSEE, and do not contravene or conflict with any provisions of LESSEE'S Articles of Incorporation and By-Laws, any rules, regulations, policies or laws governing LESSEE, or any other agreement binding on LESSEE. The individual(s) executing this Agreement on behalf of LESSEE has/have full authority to do so.

#### **XXXVIII.**

#### **INTELLECTUAL PROPERTY RIGHTS**

LESSEE shall indemnify and hold harmless the LESSOR from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If LESSEE uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the LESSEE shall be liable for all royalties or costs arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

#### **XXXIX.**

#### **MISCELLANEOUS PROVISIONS**

- A. RECORDATION: This Agreement shall not be recorded in the public records of Miami-Dade County, Florida, in any form by either Party.

- B. EMINENT DOMAIN: If the Demised Premises or any part of the School are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. Operating Expenses will be prorated to the date of termination. LESSEE may pursue all available remedies for the taking but will have no interest in the award made to the LESSOR.
- C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated 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 buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. WAIVER OF TRIAL BY JURY: THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR LESSEE'S USE OR OCCUPATION OF THE DEMISED PREMISES.
- F. BROKERS: LESSEE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.
- G. PROMOTION: Other than activities undertaken to promote LESSEE'S program,

LESSEE shall not be permitted to use the Demised Premises or School for any type of promotion or advertising of any kind or nature whatsoever.

- H. USE APPROVALS: LESSEE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the operation of LESSEE'S program at the Demised Premises, prior to the Commencement Date of the Agreement.
- I. COUNTERPARTS: This Agreement or any amendments thereto may be signed 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 the document to physically form one Agreement. Electronic signatures shall be deemed as originals.
- J. TAX-EXEMPT STATUS: In addition to the provisions of Article XXI of this Agreement, the LESSEE acknowledges and agrees that in the event the tax-exempt status of the Demised Premises or School is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the LESSEE, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a material breach under this Agreement, and may result, at the LESSOR'S sole option, in the termination of this Agreement for cause, as outlined in Article XVIII of this Agreement. Payment of any taxes so imposed shall be remitted to the LESSOR within ten (10) days of receipt of notice, without demand.
- K. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the LESSOR'S sovereign immunity.
- L. 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 LESSEE shall execute the attached affidavit, which shall be attached hereto and become a part hereof as **Exhibit “E”**.

- M. 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.
- N. REGULATORY AUTHORITY:** It is expressly understood by the Parties that notwithstanding any provisions of this Agreement to the contrary, LESSOR retains all of its regulatory authority as a School Board and School District under Florida law and shall in no way be estopped from withholding or refusing to issue any approvals of applications under present or future laws and regulations of whatever nature applicable to the LESSEE or be liable for the same. Furthermore, the School Board or the School District shall not, by virtue of this Agreement, be obligated to grant any approvals of applications under present or future laws of whatever nature applicable to the foregoing.
- O. HEADINGS FOR CONVENIENCE ONLY:** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**XL.**

**ENTIRE AGREEMENT**

This Agreement and all Exhibits attached hereto, as those Exhibits may be substituted from time to time as provided for herein, constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by LESSOR and LESSEE.

**[INDIVIDUAL SIGNATURE PAGES FOLLOW]**

**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 year first written above.

WITNESSES AS TO LESSOR:

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Address: 1450 NE 2 Ave., Miami, Fl. 33132

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Address: 1450 NE 2 Ave., Miami, Fl. 33132

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

By: \_\_\_\_\_  
Dr. Jose L. Dotres  
Superintendent of Schools  
Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO  
RISK MANAGEMENT ISSUES:**

\_\_\_\_\_  
Office of Risk and Benefits Management  
Date: \_\_\_\_\_

**TO THE LESSOR: APPROVED AS TO  
TREASURY MANAGEMENT ISSUES:**

\_\_\_\_\_  
Treasury Management  
Date: \_\_\_\_\_

**RECOMMENDED:**

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

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

\_\_\_\_\_  
General Counsel  
Date: \_\_\_\_\_

WITNESSES AS TO LESSEE:

**LESSEE:**  
PHOENIX ACADEMIES OF  
EXCELLENCE, INC.

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dr. Latoya Robinson  
Title: Principal  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**EXHIBIT "A"**

**LEASE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND  
PHOENIX ACADEMIES OF EXCELLENCE, INC.**

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**RESOLUTION**

A duly executed Resolution, properly executed by an authorized representative of LESSEE attesting to the authority of LESSEE'S representative to execute this Lease Agreement on its behalf, shall be attached hereto as Exhibit "A".

[consisting of two (2) pages, including this title page]

# PHOENIX ACADEMY OF EXCELLENCE

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## RESOLUTION

Resolved, that the Board authorizes Dr. Latoya Robinson, Principal, as the individual authorized to execute the Lease Agreement on behalf of Phoenix Academy of Excellence between Phoenix Academy of Excellence and Miami-Dade County Public Schools. It further designates Dr. Latoya Robinson, Principal of Phoenix Academy of Excellence to be designated and serve as the official contact regarding the Notice of Provision of the Lease Agreement between Phoenix Academy of Excellence and Miami-Dade County Public Schools. Lastly, in addition to serving as the official contact person and person authorized to execute the Lease Agreement and related documents, correspondences regarding the same may be sent Phoenix Academy of Excellence, 7900 N.W. 27<sup>th</sup> Avenue, Miami, Florida 33147. Phone number: (954) 512-7982; E-mail: [phoenixacademies@yahoo.com](mailto:phoenixacademies@yahoo.com).

## RESOLUTION CERTIFICATION

Isaiah Daniels  
Isaiah Daniels, Board President

1/10/25  
DATE

**EXHIBIT "B"**

**LEASE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND  
PHOENIX ACADEMIES OF EXCELLENCE, INC.**

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**DEMISED PREMISES**

LESSEE shall lease from LESSOR a portion of the School for LESSEE'S New Campus, which floorplan and list of rooms is attached hereto as (page 1 of 2) and (page 2 of 2) of Exhibit "B".

[consisting of three (3) pages, including this title page]

**EXHIBIT "B"**  
**(page 1 of 2)**

**LIST OF ROOMS:**

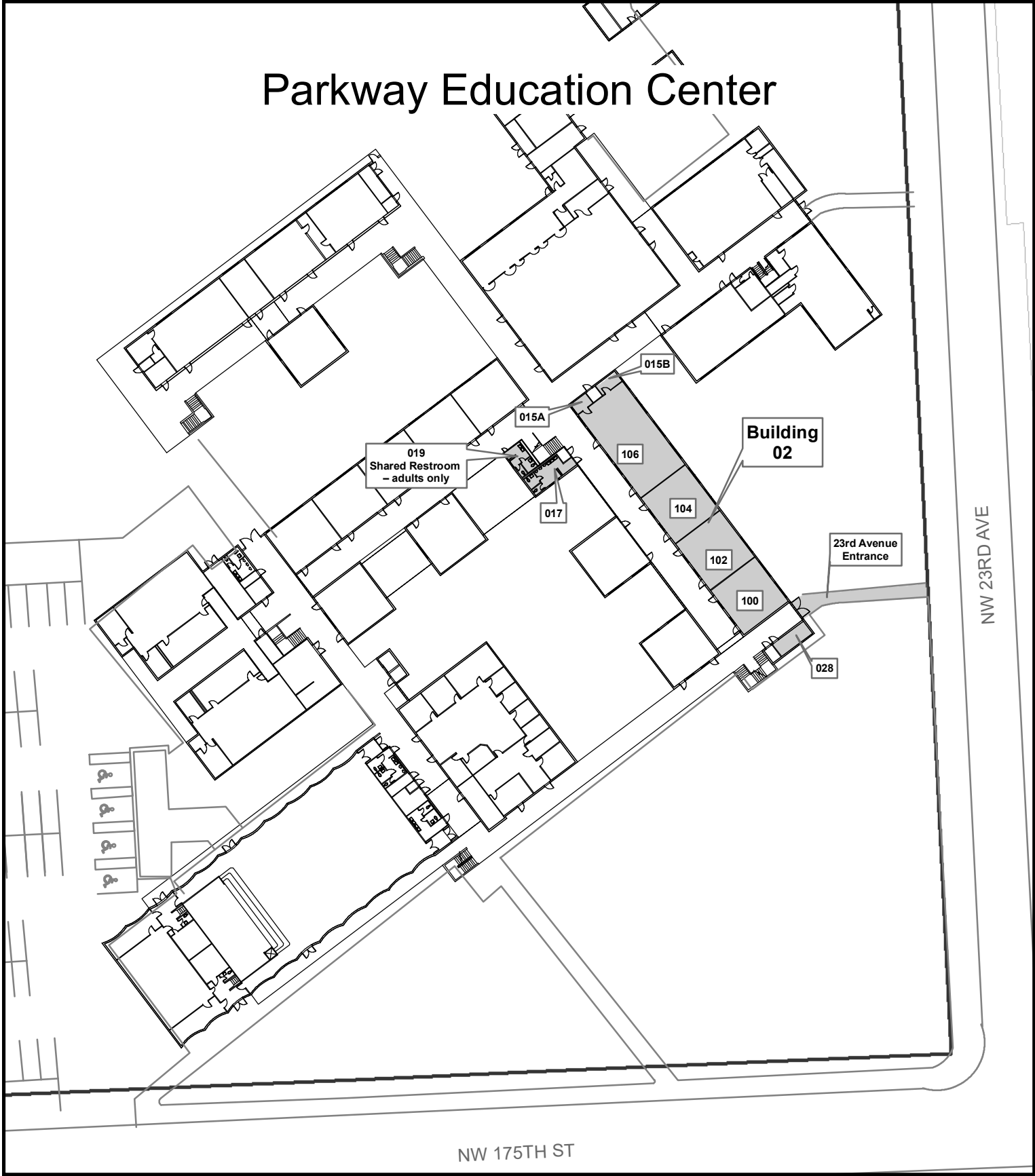
Building 02 - Rooms:

100  
102  
104  
106  
015A  
015B  
017  
028

**Total square footage of lease space as of the Commencement Date: totals approximately 4,021 square feet**

Note: The room numbers and square footage listed herein correspond to the room numbers and square footage shown in LESSOR'S FISH drawings for Miami Lakes Education Center and Technical College and Parkway Education Complex, dated July 24, 2015.


# Parkway Education Center



NW 175TH ST

NW 23RD AVE

## Legend

 Demised Premises

(page 2 of 2)



Not to scale

**EXHIBIT "C"**

**LEASE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND  
PHOENIX ACADEMIES OF EXCELLENCE, INC.**

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**COMMENCEMENT DATE**

The Parties shall generate a written confirmation of the Commencement Date of this Agreement, which written confirmation shall be attached hereto and become a part hereof as Exhibit "C".

[consisting of \_\_\_\_\_ (\_\_) pages, including this title page]

**EXHIBIT "D"**

**LEASE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND  
PHOENIX ACADEMIES OF EXCELLENCE, INC.**

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**INVENTORY OF FURNITURE, FIXTURES & EQUIPMENT**

The Parties shall generate a written inventory of any furniture, fixtures and equipment ("FF&E") owned by LESSOR and located within the Demised Premises as of the Commencement Date of this Agreement, which inventory shall be attached hereto and become a part hereof as Exhibit "D".

[consisting of \_\_\_\_\_ (\_\_) pages, including this title page]

**EXHIBIT "E"**

**LEASE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND  
PHOENIX ACADEMIES OF EXCELLENCE, INC.**

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**AFFIDAVIT**

In compliance with Section 787.06(13), Florida Statutes, LESSEE has executed the required Affidavit, which Affidavit is attached hereto as Exhibit "E".

[consisting of two (2) pages, including this title page]

