

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**HISPANIC UNITY OF FLORIDA, INC.**  
(hereinafter referred to as "Lessor"),  
whose principal place of business is  
5840 Johnson Street, Hollywood, Florida 33021

WHEREAS, SBBC currently leases approximately 2,417 square feet of space for Community School South from the Lessor located at 5811 Johnson Street, Hollywood, Florida 33021 (the "**Premises**") under that certain Lease Agreement dated June 1, 2014 by and between SBBC and Lessor with a term ending on May 31, 2015; and

WHEREAS, SBBC desires to extend the term of the lease for one (1) year for the lease of the Premises through May 31, 2016; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 -SPECIAL CONDITIONS

2.01 **Lease Term.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this lease is from June 1, 2015 through May 31, 2016 ("Term").

2.02 **Leased Property.** The SBBC shall lease the following described property: 2,417 rentable square feet in the Lessor's ESOL Building (the "**Building**") located at 5811 Johnson Street,

Hollywood, Florida, as more particularly described in **Exhibit A**, attached hereto, and incorporated herein (the “**Premises**”) for the Renewal Term(s) (defined below) and at the rent and upon the other provisions set forth herein.

2.03 **Renewal Option.** The Lessor and SBBC (together, the “**Parties**”) agree that SBBC shall have a renewal option subject to the following conditions: (i) SBBC shall not be in default of its obligations under the Lease or any other agreement with the Lessor at the time SBBC exercises such option to renew nor at the commencement of the pertinent renewal period, and (ii) SBBC shall provide Lessor with written notice exercising SBBC’s right to renew (such notice is to be delivered not less than ninety (90) days before termination of the Renewal Term). SBBC’s renewal shall be on the same terms and conditions as set forth in this Lease, provided that the annual rent during any and the Renewal Term shall be adjusted at the beginning of the renewal term in the manner set forth in Section 2.05(B) to include an annual cost of living increase.

2.04 **Hours of Operation.** The property herein leased may be used twenty-four (24) hours a day for seven (7) days per week and for any lawful purpose.

2.05 **Rental.**

- A. The fixed rent, including Common Area Maintenance (CAM) and certain utilities, as defined in Section 2.13, shall be \$3,715.71 per month payable on the first day of each month. The fixed rent shall be adjusted as set forth in Section 2.05(B).
- B. If SBBC elects to renew lease the fixed rent shall be adjusted June 1<sup>st</sup> during the renewal term of the lease (“Rental Adjustment Date”). The fixed rent payable in the year commencing on such Rental Adjustment Date shall be an amount equal to the product of (a) the fixed rent payable in the prior year, multiplied by (b) three percent (3%) and added to prior year’s fixed payment.

2.06 **ADA.** The Lessor hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

2.07 **Asbestos.** The Lessor hereby represents that the property described herein is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CRF Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facilities (SREF), whichever is more stringent.

2.08 **Transfer.** The SBBC shall not assign or sublet the facilities delineated in this lease, or use said facilities or any part thereof, for any purpose other than set out in the Lease without consent of the Lessor.

2.09 **Condition of Premises.** SBBC shall accept the facilities as they are at the time of occupancy. Removal or change of location of any appliance or equipment, occasioned by the SBBC's use of said facilities, shall be made by the SBBC at the SBBC's expense, but no such removal or change shall be made without prior approval by the Lessor (which approval shall not unreasonably be withheld). Any appliance or equipment removed or relocated by SBBC shall be replaced as found.

2.10 **Heating and Air Conditioning.** The Lessor agrees to furnish to the SBBC heating and air conditioning for the leased property during the term of the lease at the expense of the Lessor. Heating and air conditioning services shall be provided for the days and times as indicated in paragraph 2.04 above.

2.11 **Light Fixtures.** The Lessor agrees to maintain in the demised premises light fixtures installed for the use of the SBBC. SBBC shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures for the purpose of furnishing light.

2.12 **Maintenance Repairs.**

2.12.1 The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, subject to the exclusions set forth in paragraphs 2.12.4 and 2.12.5.

2.12.2 The Lessor shall maintain and keep in good repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the demised premises, except such breakage or damage caused to the exterior of the demised premises by the SBBC, its officers, agents, employees, invitees or guests.

2.12.3 The Lessor shall keep the exterior in good order and repair, neat and clean, and generally in a safe and sanitary condition.

2.12.4 SBBC shall keep the interior neat and clean and in a generally safe and sanitary condition.

2.12.5 SBBC shall, at its sole cost and expense, undertake and provide for the cleaning of the Leased Premises. Lessor shall, at its sole cost and expense, undertake and provide for the cleaning of all other areas of the property other than the Leased Premises.

2.12.6 The Lessor shall maintain and keep in good repair all sidewalks and paved parking areas on the premises, except that SBBC shall repair damage to such areas caused by SBBC, its officers, agents, employees, invitees, and guests.

2.12.7 SBBC shall promptly give Lessor written notice of any Lessor responsible repairs pursuant to this Section, after which Lessor shall have a reasonable opportunity to repair. If Lessor refuses or neglects to commence necessary repairs, replacements, restorations, or maintenance within ten (10) days after receipt of written demand by SBBC, or does not adequately

complete the same within a reasonable time thereafter, SBBC may, but shall not be obligated to, undertake such necessary repairs, replacements, restorations, or maintenance without incurring liability to Lessor for any loss or damage that may accrue to Lessor as a result of SBBC doing so. If SBBC undertakes such repairs, replacements, restorations, or maintenance, SBBC shall be allowed to deduct the reasonable costs incurred by SBBC in doing so from SBBC's remaining or future payments of Rent.

2.13 **Utilities.** The Lessor will promptly pay for all gas, water, power and electric light rates or charges which may become payable during the term of this lease for the gas, water and electricity used by the SBBC on the premises, except as provided below. The SBBC shall promptly pay for electricity, telephone and cleaning services for the Leased Premises. SBBC will promptly pay for electricity consumed by SBBC within the Leased Premises and telephone services for the Leased Premises. The parties acknowledge that the Leased Premises shall for electrical purposes be separately metered. In no event will the Lessor be liable for any interruption or failure in the supply of any of the Utilities, regardless of cause.

2.14 **Insurance.** SBBC shall maintain in full force and effect during the Term public liability and property damage insurance with respect to injury, death or damage occurring at the Premises or arising out of Lease of the Premises or otherwise arising out of any act or occurrence at the Premises. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name Lessor, and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Lessor may designate as additional insured. At least one week prior to the first day of the Term, SBBC shall furnish a certificate of insurance evidencing that such insurance is in effect and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days notice.

2.15 **Inspection of Lessor's Records by SBBC.** The SBBC has the right to inspect and review any documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement that are in dispute.

2.16 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate  
The School Board of Broward County, Florida  
600 Southeast Third Avenue – 8<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Principal, Community School South  
The School Board of Broward County, Florida  
1300 SW 32nd Court  
Fort Lauderdale, Florida 33315

To Lessor: President/CEO  
Hispanic Unity of Florida, Inc.  
5840 Johnson Street  
Hollywood, Florida 33021

With a Copy to: Chief Financial Officer  
Hispanic Unity of Florida, Inc.  
5840 Johnson Street  
Hollywood, Florida 33021

2.17 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.17.1 To the extent permitted by law, Lessor and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto. This indemnification shall not be limited to the amount of comprehensive general liability insurance that each party is required to provide under this Agreement.

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

Nothing contained herein is intended nor shall be construed to waive either party's rights and immunities under the common law or Section 768.28, Florida Statutes.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this

Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the Lessor or the Lessor's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon ninety (90) days written notice to the other parties of its desire to terminate this Agreement. Lessor shall have no liability for any property left on the Premises after the termination of this Agreement. SBBC agrees that any of its property placed upon the Premises pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the annual period for which funds have been allocated. SBBC shall provide the Lessor with ninety (90) days notice before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that SBBC would ordinarily and necessarily keep and maintain that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer,

employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not



affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

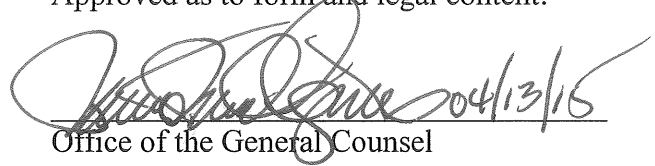
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Approved as to form and legal content:

 04/13/15  
\_\_\_\_\_  
Office of the General Counsel

**FOR LESSOR**

(Corporate Seal)

HISPANIC UNITY OF FLORIDA, INC.

ATTEST:

By: \_\_\_\_\_  
Josie Bacallao, President/CEO

\_\_\_\_\_  
Virginia Cielo-Basurto, COO/CFO

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Lessor Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of  
(Insert Name of Person)  
\_\_\_\_\_, on behalf of the corporation/agency.  
(Insert Name of Corporation or Agency)

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. (Type of Identification)

My Commission Expires: \_\_\_\_\_

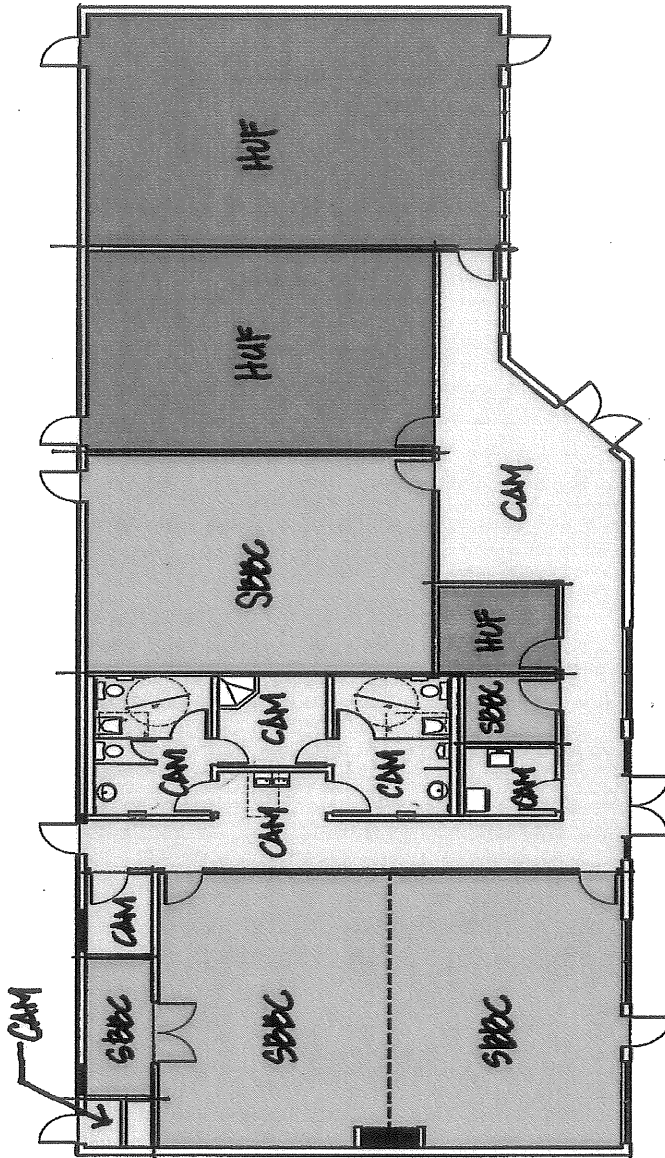
\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

EXHIBIT "A"



HUF -	1525.71 S.F.
SBDC -	1998.39 S.F.
CAM -	1350.03 S.F.
<u>TOTAL -</u>	<u>4764.13 S.F.</u>

ALL AREAS TAKEN FROM  
 CENTERLINE OF INTERIOR WALLS  
 + EXTERIOR FACE OF EXTERIOR  
 WALLS. BOMA STANDARDS