

**RESOLUTION NO. 2015-095**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING AND RATIFYING A LEASE AGREEMENT BETWEEN THE CITY OF HIALEAH, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, THROUGH ITS COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT, FOR THE LEASE OF HIALEAH NEIGHBORHOOD SERVICE CENTER ROOM 126, CONSISTING OF 953 SQUARE FEET, MORE OR LESS, LOCATED AT 300 EAST 1<sup>ST</sup> AVENUE, HIALEAH, FLORIDA, FOR A TERM OF THREE YEARS, WITH AN OPTION TO RENEW FOR TWO CONSECUTIVE TERMS OF ONE YEAR EACH, COMMENCING ON OCTOBER 1, 2013 AND TERMINATING ON SEPTEMBER 30, 2016, FOR AN ANNUAL RENTAL AMOUNT OF TWELVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND 85/100 (\$12,770.85), PAYABLE IN EQUAL MONTHLY INSTALLMENTS OF ONE THOUSAND SIXTY FOUR AND 25/100 (\$1,064.25); AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE LEASE AGREEMENT ATTACHED HERETO IN SUBSTANTIAL FORM AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City desires to enter into a Lease Agreement with Miami-Dade County through its Community Action and Human Services Department, a political subdivision of the State of Florida;

**WHEREAS**, the premises has been continuously occupied and used by Miami-Dade County through its Community Action and Human Services Department, since October 1, 2014 and thereafter, as office space for the purpose of providing the community with information, referral and assistance in completing immigration applications and immigration related documents, childcare programs and activities advocating for the poor; and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the City of Hialeah and its residents to enter into a Lease Agreement with Miami-Dade County through its Community Action and Human Services Department to provide a variety of social services accessible to the community.

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

**Section 1:** The City of Hialeah, Florida hereby approves and ratifies a lease agreement between the City of Hialeah, as Landlord, and Miami-Dade County, as Tenant, through its Community Action and Human Services Department, for the lease of Hialeah Neighborhood Service Center Room 126, consisting of 953 square feet, more or less, located at 300 East 1<sup>st</sup> Avenue, Hialeah, Florida, for a term of three years, with an option to renew for two consecutive terms of one year each, commencing on October 1, 2013 and terminating on September 30, 2016, for an annual rental amount of Twelve Thousand Seven Hundred Seventy Dollars and 85/100 (\$12,770.85), payable in equal monthly installments of One Thousand Sixty Four and 25/100 (\$1,064.25).

**Section 2:** The Mayor and the City Clerk, as attesting witness, are hereby authorized, on behalf of the City, to execute the Lease Agreement attached hereto and made a part hereof as Exhibit "1".

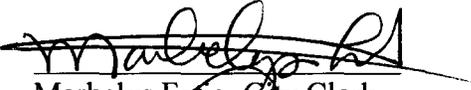
**Section 3:** This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

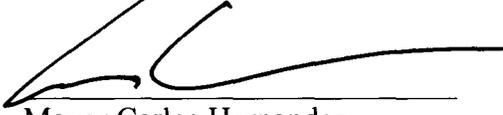
PASSED AND ADOPTED this 23 day of June, 2015.

  
\_\_\_\_\_  
Isis Garcia-Martinez  
Council President

Attest:

Approved on this 30 day of June, 2015.

  
\_\_\_\_\_  
Marbelys Fatjo, City Clerk

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

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lorena Bravo, City Attorney

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Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

**RETROACTIVE LEASE AGREEMENT**

THIS RETROACTIVE LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City Of Hialeah, a Florida municipal corporation "LANDLORD", and **Miami-Dade County**, a political subdivision of the State of Florida, through its **Community Action and Human Services Department**, hereinafter called "TENANT".

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**WITNESSETH:**

That the LANDLORD, for and in consideration of the agreement and covenants herein contained, hereby leases to the TENANT and the TENANT hereby agrees to rent from the LANDLORD, the premises in Hialeah, of Miami-Dade County, Florida described as follows:

Room **126 @ 953** Square Feet of the premises located at the Hialeah Neighborhood Service Center, which is described as Lots 13, 14, and 15, Block 9, Town of Hialeah As recorded in Plat Book 5, Page 77  
Hialeah Neighborhood Service Center  
City of Hialeah  
300 East First Avenue  
Hialeah, FL 33010

TO HAVE AND TO HOLD unto the said TENANT for a term of Three (3) years, plus two (2) additional one year renewal option periods, commencing on **October 1, 2013** and terminating on **September 30, 2016**, for and at an annual rental of Twelve Thousand Seven Hundred Seventy Dollars and 85/100 (**\$12,770.85**) dollars, payable in monthly installments of One Thousand Sixty Four 25/100 (**\$1,064.25**), payable in advance on the first day of each month. The rental shall be paid to the Landlord at:

City of Hialeah  
Attn: Mr. Angel Ayala, Acting Purchasing Director  
501 Palm Avenue  
Hialeah, FL 33010

The annual rental for the second year shall be increased by 5%, which shall include the following



services: utilities, common area maintenance, janitorial and custodial services, plumbing, electric connections and the building's insurance.

The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year on September 30. Therefore, October's payment may be delayed each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

**ARTICLE I**  
**USE OF THE DEMISED PREMISES**

The area of the demised premises shall be used by the TENANT for office space for the operation of a community center for the Hialeah residents and providing the community with information and referral, assistance in completing applications for immigration, affidavits, advocacy for the poor, head start, and children programs.

**ARTICLE II**  
**CONDITION OF DEMISED PREMISES**

The LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by the TENANT at the commencement of this Lease. Subject to the above, the TENANT hereby accepts the demised premises in the condition it is in at the commencement of this Lease.

**ARTICLE III**  
**UTILITIES**

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT. TENANT will pay for telephone equipment installation, service, repair, and all other costs related thereto to the operation of telephone service, plus all call charges, including long distance calls.

**ARTICLE IV**  
**MAINTENANCE**

LANDLORD agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or of any extension or renewal thereof, the interior and exterior of the building to the extent that such is necessary as a result of normal wear and tear. The TENANT shall be responsible for the following within the demised area: Reasonable care of the Leased area.

**ARTICLE V**  
**ALTERATIONS BY TENANT**

TENANT may not make any structural alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. Any improvements agreed upon by the LANDLORD which when removed would cause damage to the demised premises may not be removed without the written consent of the LANDLORD.

**ARTICLE VI**  
**DESTRUCTION OF DEMISED PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the TENANT, either party may cancel the Lease by the giving of written notice to the other, however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, the TENANT shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial destruction, which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which the TENANT shall be deprived of use of occupancy. The TENANT shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm, or other casualty.

**ARTICLE VII**  
**HANDICAP STANDARDS AND ALTERATIONS**

The LANDLORD agrees that the demised premises now conform, or that prior to Tenant's occupancy, said premises shall at LANDLORD'S expense, be brought into conformance with, the requirements of Section 255.21, 553.01 et seq., and 244.211, of the Florida Statutes, and Chapter 13D-1, of the Florida Administrative Code providing Standards for Special Facilities for the Physically Disabled, and any applicable implementing Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.2 § 794 and the American with Disabilities Act as applicable.

**ARTICLE VIII**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. The LANDLORD shall not be liable to TENANT for any damages to said

personal property, unless caused or due to negligence of the LANDLORD, LANDLORD's agents or employees.

**ARTICLE IX**  
**ASSIGNMENT**

Without the written consent of the LANDLORD first obtained in each case, the TENANT shall not sublet, transfer, mortgage, pledge or dispose of this Lease Agreement of the term thereof.

**ARTICLE X**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises at any time within thirty (30) days before the expiration of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations of additions which do not conform to this Agreement.

**ARTICLE XI**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

**ARTICLE XII**  
**SURRENDER OF DEMISED PREMISES**

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Lease, ordinary wear and tear, and damage by fire and windstorm or other acts of God are excepted.

**ARTICLE XIII**  
**INDEMNIFICATION AND HOLD HARMLESS**

LANDLORD does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of the Statute whereby the TE 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 judgments or portions thereof, which, when totaled

with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing contained here shall be construed or interpreted as denying to either party. Any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the City of Hialeah or the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the City of Hialeah, the County or the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes. In regards to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses and liabilities which arise from the joint or concurrent negligence of LANDLORD and TENANT, each party shall assume responsibility in proportion to the degree of its respective fault.

**ARTICLE XIV**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE XV**  
**OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement two additional one-year renewal option periods under the same terms and conditions agreeable to the City of Hialeah, except that the annual rental shall be increased by five percent (5%) each year, in order to properly meet the expenses and maintenance of the building, by giving LANDLORD notice in writing at least thirty (30) days prior to the expiration of this Lease. The LANDLORD shall have the right to deny the Renewal request for any reason, by providing TENANT notice in writing within ten (10) days of receipt of TENANT's Renewal Notice.

**ARTICLE XVI**  
**CANCELLATION**

TENANT through its County Mayor or the County Mayor's designee and Landlord through its Mayor or Mayor's designee shall have the right to cancel this Lease Agreement or any portion thereof at any time and for

any reason, by giving LANDLORD or Tenant at least thirty (30) days written notice prior to its effective date.

**ARTICLE XVII**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

**TENANT:**

Miami-Dade County  
Internal Services Department  
Real Estate Development Division  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128

**LANDLORD:**

Mayor, City of Hialeah  
501 Palm Avenue  
Hialeah, Florida 33010

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

**ARTICLE XVIII**  
**ADDITIONAL PROVISIONS**

It is further understood and agreed by the respective parties hereto that this Lease is subject to the intent, purposes and conditions for which the Blanche Morton/City of Hialeah Neighborhood Service Center was constructed and approved by the United States Department of Housing and Urban Development. To implement said intent, purposes and conditions, the TENANT will, to the maximum feasible extent; (1) employ and train qualified residents of the Hialeah area and adjacent areas; (2) purchase supplies and services from business sources, including small and minority business, in the Hialeah area; (3) direct its services primarily to the residents of the Hialeah area, and adjacent Miami-Dade residents; (4) work with the Hialeah citizen participation network to maximize the coordinated delivery of services to residents of the "Neighborhood Strategy Areas"; (5) work with Center Staff and other tenants in developing and establishing flexible office hours to meet the needs of residents, and the general policies, rules and procedures for operation of the Center; and (6) work with the City of Hialeah staff and other tenants in the development and establishment through the Center of an integrated social service

delivery system for Hialeah.

**ARTICLE XIX**  
**INSURANCE**

The TENANT shall maintain, during the term of this Agreement, public liability insurance on a comprehensive basis, including contingent liability in amounts not less than \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury and \$25,000.00 per occurrence for property damage. The public liability insurance manuals are applicable to the operations of the TENANT under the terms of this Agreement. If the TENANT is a self-insured agency, the liability insurance required by this article may be provided by the self-insured entity. The TENANT shall file Certificate of Insurance prior to commencing any operations under this Agreement. The Certificate of Insurance may be issued by the appropriate representative of the TENANT'S insurance department. Certificates shall name the City of Hialeah, as an additional insured party. Said Certificates shall clearly indicate that the TENANT has obtained insurance in the type, amount and classifications required by this Article and any modifications to this insurance requirement as may be deemed necessary by the Mayor, Risk Management Division, and/or changes in State or County regulations. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the LANDLORD.

**ARTICLE XX**  
**NON-DISCRIMINATION**

The TENANT agrees that no person shall, on the basis of race, color, national origin, sex, age, disability or religion, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the TENANT in the performance of this Lease Agreement, and shall abide by the Federal and State laws regarding such discrimination. It is expressly understood that upon receipt of evidence of such discrimination, the City of Hialeah shall have the right to terminate this Agreement.

**ARTICLE XXI**  
**HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental after expiration of the term, equivalent to one hundred five percent (105%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder, other than rent beyond one (1) year from the start of the holdover month to month tenancy, shall remain in force and effect on said month to month basis.

**ARTICLE XXII**  
**WRITTEN AGREEMENT**

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by LANDLORD and TENANT, after prior authorization by the appropriate legislative bodies, if any.

**ARTICLE XXIII**  
**GOVERNING LAW**

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(OFFICIAL SEAL)

CITY OF HIALEAH  
a Florida Municipal Corporation

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Carlos Hernandez  
Mayor  
(LANDLORD)

(ATTEST)

APPROVED AS TO INSURANCE REQUIREMENTS

\_\_\_\_\_  
Marbelys Fatjo          Date

By: \_\_\_\_\_  
Robert Lloyd-Still  
Risk Manager

Approved by the City Attorney as  
to form and legal sufficiency

By: \_\_\_\_\_

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Carlos A. Gimenez  
Mayor

(TENANT)

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk          Date

Approved by the County Attorney as  
to form and legal sufficiency. \_\_\_\_\_