ORDINANCE NO. 2014-01

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY, AS LANDLORD, AND HIALEAH-DADE DEVELOPMENT, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, FOR USE OF FIRST FLOOR OFFICE SPACE COMPRISING OF 957 SQUARE FEET LOCATED AT CITY HALL, 501 PALM AVENUE, HIALEAH, FLORIDA, FOR A PERIOD OF TWO YEARS, COMMENCING ON OCTOBER 1, 2013 AND ENDING ON SEPTEMBER 30, 2014, FOR AN ANNUAL AMOUNT OF $22,968.00, PAYABLE IN EQUAL MONTHLY RENTAL PAYMENTS, IN THE FORM AS ATTACHED HERETO AS EXHIBIT "1"; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City finds that it is advisable and in the best interest of the City to renew a lease agreement with Hialeah-Dade Development, Inc. ("HDDI"), a Florida not-for-profit organization, to rent first floor office space at City Hall for the purpose of promoting economic development and job opportunities within Hialeah.

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

Section 1: The City of Hialeah, Florida hereby authorize the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a lease agreement between the City of Hialeah, as landlord, and Hialeah-Dade Development, Inc., a Florida not-for-profit corporation, as tenant, for use of first floor office space comprising of 957 square feet located at City Hall, 501 Palm Avenue, Hialeah, Florida, for a period of one year, commencing on October 1, 2013 and ending on September 30, 2014, for an annual amount of $22,968.00, payable in equal monthly rental payments, in the form as attached hereto as Exhibit "1".

Section 2: **Penalties.**

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

Section 3: **Severability Clause.**

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

Section 4: **Effective Date.**

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

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overrides the Mayor's veto.

PASSED AND ADOPTED this 14 day of January, 20 14

Isis Garcia-Martinez
Council President

Attest:

Approved on this 15 day of JANUARY, 20 14

Marbelys Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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

LEASE AGREEMENT

THIS AGREEMENT, made this ____day of _____, 2013, by and between the City of Hialeah ("Landlord" or "City"), a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, and HIALEAH-DADE DEVELOPMENT, INC. ("HDDI" or "Tenant"), a Florida not-for-profit corporation.

1. WITNESSETH:

   THE LANDLORD leases to TENANT and Tenant lease from LANDLORD for use and occupancy as office space for TENANT and its employees, consisting of nine hundred fifty-seven (957) square feet on the southwest corner of the first floor of City Hall, 501 Palm Avenue, Hialeah, Florida, 33010, as more particularly depicted in the orange-colored space in the floor plan as attached hereto as Exhibit "1."

2. LEASE TERM:

   This lease shall run for one (1) year commencing on October 1, 2013 and ending on September 30, 2014.

3. RENT:

   TENANT shall pay the LANDLORD, without demand or notice, the total annual rent of Twenty-Two Thousand Nine Hundred Sixty-Eight and No/100th Dollars ($22,968.00).

   Rent, which includes all utilities except telephone charges, shall be payable in twelve consecutive monthly installments of One Thousand Nine Hundred Fourteen and No/100th Dollars ($1,914.00) due and payable on the 1st day of each month and every month of the lease. Tenant shall have a grace period of ten (10) days. The City reserves the right at some time in the future, to charge a cost allocation in an amount agreeable to both parties, for cost items as provided herein.

4. MAINTENANCE/REPAIRS:

   Landlord shall provide cleaning services for the premises in the same manner as provided within City Hall. If additional services are desired, it will be done at the TENANTS's expense. The cost of any and all repairs to office equipment owned by HDDI will be the responsibility of the TENANT. The TENANT is to maintain all garbage in plastic bags, neatly tied and placed only in containers provided

Exhibit "1"

therein, at which time the LANDLORD shall remove the garbage from the premises in the manner as provided within City Hall.

5. INSURANCE:

TENANT agrees to maintain premises liability insurance coverage of Five Hundred Thousand ($500,000.00) Dollars, at a cost to be paid by the TENANT. The Tenant is required to name the LANDLORD as additional insured on the policy and provide proof of insurance and the endorsement acceptable to the Risk Manager of the City prior to commencement of the Lease term.

6. SECURITY:

LANDLORD acknowledges receipt from TENANT of the sum of One Thousand Five Hundred and No/100th ($1,500.00) Dollars as a security deposit. In the event that there is any damage to the premises during the term of this Lease, the cost for repair of damages shall be taken from the security deposit. The security deposit shall not be returned until fifteen (15) days subsequent to the termination of the Lease and the vacation of the premises by the TENANT. The parties agree to waive all statutory notice requirements necessary for retaining a portion or all of the security deposit for the purposes of compensating LANDLORD for damage and repairs to the property. Any decision to repaint the premises shall rest solely with the LANDLORD.

7. OCCUPANCY AND USE:

The premises shall be used solely as office space for HDDI employees for activities within the scope of work performed by the TENANT. TENANT agrees not to use or permit the use of the premises for unlawful or immoral purposes. TENANT agrees to keep the premises clean, sanitary and in good order, and not to hamper, disturb, or interfere with other offices in the immediate area or building, nor to create or cause to create any nuisances on the premises. The statutory obligations of the TENANT as described in Chapter 83, Florida Statues, are hereby incorporated by reference hereto, and the TENANT herewith agrees to comply with each and every provision thereof. In the event that it is determined by the LANLORD that any of the obligations of this paragraph, or any after portion of this lease have been specifically breached by the TENANT, this Lease shall immediately terminate and the LANDLORD shall have the right to immediate possession of the premises.

8. NON-DISCRIMINATION:

TENANT agrees that there will be no discrimination against any person on account of race, color, sex, religious creed, ancestry or national origin or disability in the use of the leased premises and the improvements thereon.

9. ASSIGNMENT:

The premises shall not be assigned or subleased by the TENANT without the written consent of the LANDLORD. No sublease shall release TENANT from obligation of this Lease.

10. COMPLIANCE WITH CITY, COUNTY, STATE AND FEDERAL LAW:

TENANT shall comply with all rules, regulations, and laws of the City of Hialeah, Miami-Dade County, the State of Florida, or the United States Government, applicable to the leased premises and any improvements located thereon. Any material failure to comply with any rule, regulation or law shall be deemed to be default on the part of the TENANT.

11. UTILITY BILLS:

Telephone bills shall be assumed and be paid by the TENANT. LANDLORD shall pay for the electricity, gas, water, trash removal and garbage collection.

12. LANLORD'S RIGHT OF ENTRY FOR REPAIRS OR INSPECTION:

The LANDLORD shall have the right to enter the lease office space at all times to make needed repairs or inspections.

13. DEFAULT CLAUSE:

If the TENANT fails to pay rent or any other charge required to be paid by the TENANT, then this lease shall be immediately terminated and the LANDLORD, at his option, may demand payment for the balance of the term of the Lease, and/or may demand immediate possession of the premises. It is specifically understood that in the event TENANT breaches any term and condition of this Lease, and/or fails to pay rent hereunder, all monies paid for security and/or advance rent, shall be applied as liquidated damages and shall immediately be paid to the LANDLORD. In the event the office space becomes vacant or abandoned, this lease shall expire and terminate and the LANDLORD may immediately re-enter and take immediately possession. If the LANDLORD shall recover or take possession of the office space, the LANDLORD may remove all property of the TENANT on the premises, or he may dispose of said property and TENANT agrees that the LANDLORD shall not be responsible for damages in any action for entering the office space and removing and disposing the TENANT'S property. TENANT agrees that whether possession is taken, or this lease is canceled by LANDLORD, the TENANT shall be responsible for all costs, including reasonable attorney's fees incurred by the LANDLORD in

recovering possession of the premises, or enforcing any other provision of this lease, at the trial or administrative level and on appeal.

14. INDEMNIFICATION OF THE CITY BY TENANT:

TENANT covenants and agrees to defend, indemnify and hold harmless the City, its officials, agents, representatives, employees, attorneys against any and all claims, suits, actions for damages or cost of action arising of or in connection with this Lease, including all costs, attorney's fees, expenses, and liabilities incurred at the trial, appellate or administrative levels in the defense or investigation of any such claims, suits or actions.

15. WAIVER:

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by the LANDLORD. The failure of LANDLORD to insist upon the strict performance of any of the provisions or conditions of this Lease shall not be construed as waiving or relinquishing in the future any such covenants or conditions but the same shall continue and remain in full force and effect.

16. NOTICES:

All notices or other communications which shall or may be given pursuant to this Lease shall be in writing and shall be delivered by personal service, or by registered mail address to the other party at the address indicated herein or as the same may be changed from time to time such notice shall be deemed given on the day on which personally served: or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

LANDLORD	TENANT
City of Hialeah Attn: Carlos Lopez Purchasing Agent 501 Palm Avenue Hialeah, Florida 33010	Hialeah-Dade Development,Inc. 501 Palm Avenue Hialeah, Florida 33010

17. GENERAL CONDITIONS:

Title and paragraph headings are for convenient reference and are not part of this Lease. In the event of conflict between the terms of the lease and any term or conditions contained in any attached documents, the terms in this lease shall prevail. Should any provisions, paragraphs, sentences, word or phrases contained in this lease be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the

extent necessary to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this lease shall remain unmodified and in full force and effect.

18. AMENDMENTS:

The City may, at its discretion, propose amendments to this lease to conform with changes in applicable City, County, State and Federal laws, rules, regulations and administrative orders. No amendments to this lease proposed by either party shall be binding on either party unless in writing and incorporated as a part of this lease upon review, approval and execution by the parties hereto.

18. FLOOR PLAN:

The floor plan is attached hereto and made hereof by reference as Exhibit "1."

IN WITNESS WHEREOF, the City of Hialeah and Hialeah-Dade Development, Inc. have caused this Lease Agreement to be signed by their authorized officials or officers as the day and year first above written.

Signed, sealed and delivered

In the presence:

Attest:

_____
Marbelys Fatjo
Acting City Clerk

(SEAL)

_____
Witness
Typed/printed name:_____

_____
Witness
Typed/printed name:_____

City of Hialeah, a Florida municipal corporation
501 Palm Avenue,
Hialeah, FL 33010

By:_____
Mayor Carlos Hernandez

Approved as to legal sufficiency and form:

William Grodnick
William Grodnick
City Attorney

DEVELOPMENT, INC.

HIALEAH-DADE

a Florida not-for-profit corporation.

_____
Witness
Typed/printed name:_____

By:_____
Chairperson

_____
Witness
Typed/printed name:_____

(Seal)

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