ORDINANCE NO. 2013 -65

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY, AS LANDLORD, AND THE UNIVERSITY OF FLORIDA, BOARD OF TRUSTEES, AND MIAMI-DADE COUNTY, FLORIDA, AS TENANTS, FOR USE OF 1,897 SQUARE FEET OF OFFICE SPACE, ROOMS 102, 113 THROUGH 120 AND A CONFERENCE ROOM, AT THE BLANCHE MORTON NEIGHBORHOOD SERVICE CENTER, LOCATED AT 300 EAST 1 AVENUE, HIALEAH, FLORIDA, FOR A PERIOD OF ONE YEAR, COMMENCING ON DECEMBER 1, 2013 AND ENDING ON NOVEMBER 30, 2014, FOR AN ANNUAL AMOUNT OF $21,960.15, PAYABLE IN EQUAL MONTHLY RENTAL PAYMENTS, IN THE FORM AS ATTACHED HERETO AS EXHIBIT "1", WITH TWO SUCCESSIVE ANNUAL RENEWALS WITH A 5% RENTAL INCREASE FOR EACH YEAR RENEWED; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah, Fla., Ordinance 10-37 (June 10, 2010), the City entered into a lease agreement at the Blanche Morton Neighborhood Service Center with Family AIDS Coalition, Inc.; and

WHEREAS, the City desires to renew a lease agreement with the University of Florida and Miami-Dade County, Florida to rent office space for the purpose of operating the Miami-Dade Cooperative Extension Program for the Institute of Food and Agricultural Sciences.

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 Acting City Clerk, as attesting witness, on behalf of the City, to enter into a lease agreement between the

City of Hialeah, as landlord, and the University of Florida, Board of Trustees, and Miami-Dade County, Florida, as tenants, for use of 1,897 square feet of office space, rooms 102, 113 through 120 and a conference room, at the Blanche Morton Neighborhood Service Center, located at 300 East 1 Avenue, Hialeah, Florida, for a period of one year, commencing on December 1, 2013 and ending on November 30, 2014, for an annual amount of $21,960.15, payable in equal monthly rental payments, in the form as attached hereto as Exhibit "1", with two successive annual renewals, with a 5% rental increase for each year renewed.

Section 2: **Penalties.**

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

Section 3: **Severability Clause.**

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

Section 4: **Effective Date.**

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

PASSED AND ADOPTED this 24 day of September, 2013.

Isis Garcia-Martinez
Council President

Attest:

Marbelys Fatjo, Acting City Clerk

Approved on this 26 day of September, 2013.

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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

LEASE AGREEMENT

THIS AGREEMENT made on the day of, 2013, by and between City of Hialeah, Florida, a Florida municipal corporation "LANDLORD" and Miami-Dade County, a political subdivision of the State of Florida, and the University of Florida, Board of Trustees, a public corporation of the State of Florida, collectively, TENANTS" for the benefit of the Miami-Dade County Cooperative Extension Program of the Institute of Food and Agricultural Sciences.

WITNESSETH:

The "LANDLORD", for and in consideration of the restrictions and covenants herein contained, hereby leases to "TENANTS" and "TENANTS" hereby agree to lease from "LANDLORD" the Demised Premises Described as follows:

> Room **102,113,114,115,116,117,118,119,120 & Conference Room**, Comprising of **1,897 sq.** rentable square feet of the demised premises located at the Hialeah Neighborhood Service Center, located at 300 East First Avenue, Hialeah, Florida, having a legal description of Lots 13, 14 and 15, Block 9, Town of Hialeah, according to the plat thereof, as recorded in Plat Book 5, page 77, of the Public Records of Miami-Dade County, Florida.

TO HAVE AND TO HOLD unto the said TENANTS for a term of one (1) year, commencing on **December 1, 2013**, and terminating on **November 30, 2014** for an annual rental of Twenty One Thousand Nine Hundred Sixty and 15/100 Dollars ($21,960.15), payable in twelve (12) monthly installments of One Thousand Eight Hundred Thirty and 02/100 ($1,830.02), payable in arrears on the first day of each month following the date of occupancy, and thereafter the rent shall be due and payable on the first day of each month for the preceding month. The rental shall be paid to the Landlord at:

City of Hialeah
Attn: Carlos F. Lopez, Acting Purchasing Director
Raul L. Martinez Government Center
501 Palm Avenue
Hialeah, Florida 33010

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised shall be used by the TENANTS for administrative offices and for the operation of the Expanded Food and Nutrition Education Program.

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 TENANTS at the commencement of this Lease. Subject to the above, the TENANTS hereby accept the demised premises in the condition it is in at the beginning of this Lease Agreement.

ARTICLE III
UTILITIES

The LANDLORD, during the term hereof, shall pay all charges for water and electricity used by the TENANTS. TENANTS will pay all 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

The 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 TENANTS shall be responsible for the reasonable care of the leased area.

ARTICLE V
ALTERATIONS BY TENANTS

TENANTS may not make any alterations, additions, or improvements in or to the demised premises without the written consent of the LANDLORD. Any improvements agreed upon by the LANDLORD which when removed would cause damage to the demised premises may not be removed without the 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, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANTS shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of the casualty. If the demised premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANTS shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD.

TENANTS shall not be liable for rent during such period of time, as the demised premises shall be untenantable by reason of fire, windstorm, or other casualty. In the event of partial destruction or damages to the demised premises, which do not render the demised premises untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANTS are deprived of use, occupancy or full enjoyment of the premises.

ARTICLE VII
HANDICAPPED STANDARDS AND ALTERATIONS

The LANDLORD agrees that the demised premises now conform, or that, prior to TENANTS' occupancy, the said premises shall at LANDLORD's expense, be brought into compliance with, the requirements of Sections 255.21 and 255.211, Florida Statutes, and Chapter 13D-1, 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 TENANTS or the owner thereof. The LANDLORD shall not be liable to TENANTS for

any damage to such personal property unless caused by or due to negligence of LANDLORD, its agents or employees.

ARTICLE IX
ASSIGNMENT

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

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter the 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. Such right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations of additions, which do not conform to this Lease Agreement.

ARTICLE XI
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANTS 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

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

ARTICLE XIII
INDEMNIFICATION AND HOLD HARMLESS

The University of Florida assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University of Florida and its officers, employees, servants and agents while acting within the scope of their employment by the University of Florida. The University of Florida, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being

applicable to the University of Florida's officers, employees, servants, and agents while acting within the scope of their employment by the University of Florida.

The University of Florida and City of Hialeah further agree that nothing contained here shall be construed or interpreted as (1) 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 or the State of Florida beyond the waiver provided in Section 768.28 of the Florida Statutes.

In regard to any all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses and liability which arise from the joint or concurrent negligence of LANDLORD and TENANTS, 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, the TENANTS are hereby granted the option to extend this Lease Agreement for (2) two successive (1) one-year renewal option periods, with a 5 percent increase for the annual rent for each of the two successive renewal option period under the terms and conditions agreeable to the City of Hialeah in order that the expenses of properly maintaining the facility are adequately met, by giving the LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. The LANDLORD shall have the right to deny the renewal request for any reason, by providing TENANTS notice in writing within ten (10) days of receipt of TENANTS' Notice of Exercise of Option to Renew. The terms and conditions including the (5) five percent increase are as follows:

Month and Year	Monthly Rate	Yearly Rate
December 1, 2014	$ 1,921.52	$ 23,058.16
December 1, 2015	$ 2,017.59	$ 24,211.07

ARTICLE XVI
CANCELLATION

Either party shall have the right to cancel this Lease Agreement at any time by giving the other party at least sixty (60) days written notice prior to its effective date.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Mayor, City of Hialeah, 501 Palm Avenue, P.O. Box 40, Hialeah, Florida 33011, shall constitute sufficient notice to the LANDLORD, and written notice addressed to TENANTS, and mailed to: Hialeah Neighborhood Service Center, City of Hialeah, 300 East First Avenue, Hialeah, Florida 33010, shall constitute notice to the TENANTS, to comply with the term of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XVIII
ADDITIONAL PROVISIONS

It is further understood and agreed by the respective parties hereto that this Lease Agreement 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 implemented said intent, purposes and conditions, the TENANTS 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; **(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 TENANTS shall maintain, during the term of this Lease Agreement, liability insurance in accordance with §768.28, Florida Statutes, in amounts not less than those provided by law.

If the TENANTS are self-insured agencies, the liability insurance required by this article may be provided by the self-insured entity.

The TENANTS shall file Certificate of Insurance prior to commencing any operations under this Lease Agreement. The Certificate of Insurance may be issued by the appropriate representative of the TENANTS' insurance department. Said Certificates shall clearly indicate that the TENANTS has obtained insurance the type, amount, and classifications required by the Article.

ARTICLE XX
NON-DISCRIMINATION

The TENANTS agree 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 TENANTS in the performance of this Lease Agreement, and shall abide by all 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 Lease Agreement.

ARTICLE XXI
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 TENANTS, after prior authorization by the appropriate legislative bodies, if any.

ARTICLE XXII
COUNTERPART

This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall be considered one and the same document.

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

(OFFICIAL SEAL)

LANDLORD:

CITY OF HIALEAH, FLORIDA
501 Palm Avenue
P.O. Box 11-0040
Hialeah, Florida 33011-0040

ATTEST:

Authorized signature on behalf of the City of Hialeah, Florida

_____

Marbelys Fatjo Date
Acting City Clerk

_____

Mayor Carlos Hernandez Date

Approved as to legal sufficiency and form:

Approved as to insurance requirements:

_____

William M. Grodnick Date
City Attorney

_____

Robert Lloyd-Still Date
Risk Manager

(OFFICIAL SEAL)

TENANT:

The University of Florida, for and on Behalf of the Board of Trustees, State of Florida

WITNESS:

_____

Witness

Authorized signature on behalf of:

ATTEST:

_____

University President or Authorized Designee

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