ORDINANCE NO. 09-56

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 SOLIDARIDAD SIN FRONTERAS, A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, FOR USE OF OFFICE SPACE CONSISTING OF 406 SQUARE FEET AT THE BLANCHE MORTON NEIGHBORHOOD SERVICE CENTER, LOCATED AT 300 EAST 1 AVENUE, HIALEAH, FLORIDA, FOR A PERIOD OF ONE YEAR, COMMENCING ON SEPTEMBER 1, 2009 AND ENDING ON AUGUST 31, 2010, FOR AN ANNUAL AMOUNT OF $4,060.00, PAYABLE IN EQUAL MONTHLY RENTAL PAYMENTS, WITH TWO SUCCESSIVE ONE-YEAR RENEWALS WITH A 5% INCREASE IN RENT FOR EACH RENEWAL PERIOD, 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 desires to enter into a lease agreement with Solidaridad Sin Fronteras, to rent office space to a not-for-profit organization for use as administrative offices and to provide medical referrals to HCHS SOL study participants through the University of Miami in connection with its clinical research program, Hispanic Community Health Study.

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 Solidaridad Sin Fronteras, as tenant, for use of office space consisting of 406 square feet at the Blanche Morton Neighborhood Service Center, located at 300 East 1 Avenue, Hialeah, Florida, for a period of one year, commencing on September 1, 2009 and ending on August 31, 2010, for an annual amount of $4,060.00, payable in equal monthly rental payments, with two successive

renewals with a 5% increase in rent for each renewal period, 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 punished by 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

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the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 25th day of August, 2009.

THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041 PRIOR TO FINAL READING.

Carlos Hernandez
Council President

Attest:

Approved on this 26th day of August, 2009.

Rafael E. Granado, City Clerk

Mayor Julio Robaina

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, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this __ day of _____ 2009, by and between the CITY OF HIALEAH, a municipal corporation incorporated under the laws of the State of Florida, hereinafter called "LANDLORD", and SOLIDARIDAD SIN FRONTERAS, a Florida not-for-profit Corporation 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:

406 Square Feet of the premises located in Room #124 & 125 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 one (1) year, commencing on **September 1, 2009** and ending on **August 31, 2010**, for an annual rental of Four Thousand Sixty and 00100 ($4,060.00) dollars, payable in monthly installments of Three Hundred Thirty Eight and 33/100 ($338.33) dollars 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
Attention Michael Flores, Purchasing Director
Hialeah City Hall.
501 Palm Ave, Fourth Floor
Hialeah, Florida 33010.

Exhibit "1"

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT for administrative offices and provide referrals to HCHS SOL study participants through the University of Miami through its clinical research program, the Hispanic Community Health Study. The hours of operation shall be from 8:30 a.m. to 5:00 p.m., Monday through Friday. Drugs will not be stored or administrated on the premises.

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 premises in the condition it is in at the beginning of this Lease.

ARTICLE III
UTILITIES

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

The TENANT may not make any structural alterations, additions or improvement in or to the 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 to the extent that the demised premises are rendered untenantable 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 untenantable, 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 untenantable by reason of fire, windstorm or other casualty.

ARTICLE VII
DISABLED INDIVIDUALS

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 premises above described shall be at the risk of TENANT or the owner thereof. The LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD'S agents or employees.

ARTICLE IX
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, the TENANT 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 said 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 premises at anytime 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, LANDLORD agrees that TENANT shall and may peaceably have, hold and enjoy the premises above described, without hindrance of molestation by LANDLORD.

ARTICLE XII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease or any extension thereof, said leased premises in as good conditions as said 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, 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 TENANT shall not beheld liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 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 herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligence performance or failure of performance of the LANDLORD or any unrelated third party. TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extend and within the limitations of Section 768.28, Florida Statues, subject to the provisions of that Statute whereby the TENANT 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 $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 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 herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XIV
SUCCESSORS INTEREST

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease 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 two successive one-year renewal option periods, with a 5% 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.

ARTICLE XVII
NOTICES

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

ARTICLE XIX
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; (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 XX
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 appropriate representative of the TENANT's insurance department may issue the Certificate of Insurance. 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 the Article and any modifications to these insurance requirements 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 for the City. If the Tenant is a self-insured, governmental entity the Tenant shall provide a self-insurance certificate subject to limitations of section 768.28, of the Florida Statutes.

ARTICLE XXI
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 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 Agreement.

ARTICLE XXII
WRITTEN AGREEMENT

This Lease 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.

WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written.

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

_____
Rafael E. Granado
City Clerk

_____
Mayor Julio Robaina Date

_____
Witness

_____
Witness

APPROVED AS TO LEGAL
SUFFICIENCY AND AS TO FORM:

_____
William Grodnick
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

_____
Edward DeMicco Date
Risk Manager

TENANT:

SOLIDARIDA SIN FRONTERAS
300 East First Avenue, Room 124 & 125
Hialeah, FL 33010

Authorized signature on behalf of:
SOLIDARIDA SIN FRONTERAS

_____

Dr. Julio C. Alfonso Date
President

Attest:

_____
Peter J. Gonzalez, Executive Director

_____
Witness
Print/type Name: _____

_____
Witness
Print/type Name: _____