ORDINANCE NO. 07-37

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 STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES, AS TENANT, FOR USE OF 648 SQUARE FEET OF OFFICE SPACE, ROOMS 211-212, AT THE BLANCHE MORTON NEIGHBORHOOD SERVICE CENTER, LOCATED AT 300 EAST 1 AVENUE, HIALEAH, FLORIDA, FOR A PERIOD OF ONE YEAR, COMMENCING ON APRIL 1, 2007 AND ENDING ON MARCH 31, 2008, FOR AN ANNUAL AMOUNT OF $4,536.00, PAYABLE IN EQUAL MONTHLY RENTAL PAYMENTS OF $378.00, IN THE FORM AS ATTACHED HERETO AS EXHIBIT "1", WITH TWO SUCCESSIVE ANNUAL RENEWALS; 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 the State of Florida, Department of Children and Families, to rent office space for its normal governmental operations.

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 State of Florida, Department of Children and Families, as tenant, for use of 648 square feet of office space, rooms 211-212, at the Blanche Morton Neighborhood Service Center, located at 300 East 1 Avenue, Hialeah, Florida, for a period of one year, commencing on April 1, 2007 and ending on March 31, 2008, for an annual amount of $4,536.00, payable in equal monthly rental payments of $378.00, in the form as attached hereto as Exhibit "1", with two successive annual renewals.

Section 2: **Penalties.**

Every person convicted of a violation of 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

(THIS SPACE IS LEFT INTENTIONALLY BLANK.)

the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 10th day of April, 2007.

Esteban Bovo
Council President

Attest:

Rafael E. Granado, City Clerk

Approved on this 11 day of April, 2007.

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 Bovo, Caragol, Casals-Muñoz, Gonzalez, Hernandez, Miel and Yedra voting "Yes".

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
LEASE AGREEMENT

LEASE NO.: 590:2962

THIS LEASE AGREEMENT, entered into this ____day of ____, 2007, between City of Hialeah, a political subdivision of The State of Florida, party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is _____ and the

State of Florida Department of Children and Families
Division of ACCESS
Bureau of District 11

party of the second part, hereinafter called the Lessee,

W I T N E S S E T H :

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

BLANCHE MORTON	HIALEAH	33012	MIAMI-DADE
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:
Blanche Morton Community Center at 300 East First Avenue, Hialeah, Florida, Room # 211 and 212

which shall constitute an aggregate area of 648 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately ___% of the _____ net square feet in the building at the rate of $ (see rent addendum) per square foot per year. The Lessor shall also provide sufficient parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of April, 2007 to and including the 31st day of March, 2008.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of ($ See rent addendum) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

(Address)	(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1.a The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.

*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 8:30 a.m. to 5:00 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

*b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

***VI UTILITIES**

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES AND INSURANCE

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

XVIII AVAILABILITY OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX RENEWAL

The Lessee is hereby granted the option to renew this lease for an additional 2-1 years(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

XXI RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of MIAMI-DADE, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXII NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

_____
(Street) (City) (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

GENERAL SERVICES DEPARTMENT 401 N.W. SECOND AVENUE SUITE, N-1007 MIAMI, FLORIDA, 33128
(Street) (City) (Zip Code)

Invoices, in triplicate, shall be submitted monthly to N/A

XXIII DEFINITION OF TERMS

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(Check One)

X All additional covenants or conditions appear on attached Addendum(s) A-B.

_____ No additional covenants or conditions form a part of this lease.

Lease No. 590:2962

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

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSOR	LESSOR, IF INDIVIDUAL (S): _____(SEAL) _____ Print or Type Name _____(SEAL) _____ Print or Type Name
Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness As to President, General Partner, Trustee	Name of Corporation, Partnership, Trust, etc.: CITY OF HIALEAH A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA By: _____(SEAL) Mayor Julio Robaina ATTEST: _____(SEAL) Rafael E. Granado, City Clerk
Signed, sealed and delivered in the presence of: _____ Witness Signature _____ Print or Type Name of Witness _____ Witness Signature _____ Print or Type Name of Witness AS TO LESSEE	LESSEE: STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES By: _____ GILDA P. FERRADAZ Print or Type Name DISTRICT ADMINISTRATOR Print or Type Title

APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES _____ General Services Manager, Bureau of Real Property Management _____, Director Division of Facilities Management APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: _____ _____ Print or Type Name APPROVAL DATE: _____	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF CHILDREN AND FAMILIES By: _____ VERONICA ROBINSON _____ Print or Type Name APPROVAL DATE: _____

RENTAL ADDENDUM

Lease No. 590:2962

Rental Rate Schedule

Effective 04/01/07

TERM	AMOUNT PER SQ.FT.	MONTHLY RENTAL
FIRST YEARr 047/01/07 - 03/31/08	$7.00	$378.00 Three hundred seventy-eight dollars.

FIRST OPTION PERIOD.

04/01/08 – 03/01/09	$7.00	$378.00 Three hundred seventy-eight dollars.

SECOND OPTION PERIOD.

04/01/09 – 03/01/10	$7.00	$378.00 Three hundred seventy-eight dollars

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM A

LEASE NUMBER: 590:2962

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Lessee Gilda P. Ferradaz, District Administrator State of Florida Department of Children and Families	Lessor City of Hialeah a Political Subdivision of The State of Florida.
Date	Date

FM 4054G (R05/04)

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM B

LEASE NUMBER: 590:2962

Public Entity Crime Statement: Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____

Lessor Signature
City of Hialeah A Political
Subdivision of The State of Florida

Date

_____

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT

Lease No: 590:2962

Authority: Paragraphs 255.249(4)(h)(i), 255.01 F.S.

Check One: ___ Privately Owned ___ Entity Holding Title X Publicly Owned

Name of Entity: City of Hialeah

Name of Facility: Blanche Morton Neighborhood Service Center

Facility Location:: 300 East 1 Avenue,

City: Hialeah County: Miami-Dade Zip: 33014

Total Net Rentable Square Footage ~~in Building~~ Leased 648 square feet

Federal Identification No. (F.I.N. or S.S.N.)_____

PUBLICLY OWNED FACILITIES COMPLETE THIS AND SIGNATURE PORTION ONLY:
IS THIS FACILITY FINANCED WITH LOCAL GOVERNMENT OBLIGATIONS OF ANY TYPE?

___YES X NO

This is to certify that the following individual(s) or entity holds 4% or more interest and/or the following public official(s), agent(s) or employee(s) holds any interest in the property or in the entity holding title to the property being leased to the State.

This is to certify that all beneficial interest is represented by stock in a corporation registered with the Securities and Exchange Commission or is registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public. ___Yes ___No

If entity is a Corporation (not registered with the Securities and Exchange Commission), LLC, Partnership or Trust provide information for any individual holding 4% or more interest in the Corporation, LLC Partnership or Trust. If no one holds more than 4% interest, then so state.

Name:_____

Home Address:_____

Principal Occupation:_____

Occupational Address:_____

Percent of Interest:_____

Name: _____

Home Address:_____

Principal Occupation:_____

Occupational Address:_____

Percent of Interest:_____

(Attach additional pages if necessary)

Lease No.:

The equity of all others holding interest in the above named property totals:_____.

If a public official, agent or employee provide:

Name of individual:_____

Name of public agency:_____

Position held:_____

If Owner(s) is an Individual:

_____ (Print or Type) _____ (Manual Signature)

_____ (Print or Type) _____ (Manual Signature)

Date Signed:_____

If Owner(s) is Corporation, Partnership, Trust, etc:

City of Hialeah
Print or Type Name Corporation, Partnership, Trust, etc.

CORPORATE SEAL

Attest:_____
Rafael E. Granado
City Clerk

_____
Authorized Signature
Mayor Julio Robaina

This is to certify that I,_____, as _____,
(Print or Type Name (Print or Type Title)
am authorized to sign for the required information thereon.

Date Signed: _____

Approved as to form and legal sufficiency:
William Grodnick
William M. Grodnick
City Attorney