ORDINANCE NO. 07-65

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 S.A.B.E.R., INC., AS TENANT, FOR USE OF 589.5 SQUARE FEET OF OFFICE SPACE, ROOMS 208 AND 209, AT THE BLANCHE MORTON NEIGHBORHOOD SERVICE CENTER, LOCATED AT 300 EAST 1 AVENUE, HIALEAH, FLORIDA, FOR A PERIOD OF ONE YEAR, COMMENCING ON OCTOBER 1, 2007 AND ENDING ON SEPTEMBER 30, 2008, FOR AN ANNUAL AMOUNT OF $5,900.00, PAYABLE IN EQUAL MONTHLY RENTAL PAYMENTS, IN THE FORM AS ATTACHED HERETO AS EXHIBIT "1", WITH TWO SUCCESSIVE ANNUAL RENEWALS WITH A 5% INCREASE IN ANNUAL RENT FOR EACH RENEWAL PERIOD; 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 S.A.B.E.R., Inc. to rent office space for the purpose of providing job training for prospective job applicants, employment screening and training services.

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 S.A.B.E.R., Inc., as tenant, for use of 589.5 square feet of office space, rooms 208 and 209, at the Blanche Morton Neighborhood Service Center, located at 300 East 1 Avenue, Hialeah, Florida, for a period of one year, commencing on October 1, 2007 and ending on September 30, 2008, for an annual amount of $5,900.00, payable in equal monthly rental payments, in the form as attached

hereto as Exhibit "1", with two successive annual renewals with a 5% increase in annual rent for each renewal period .

Section 2: **Penalties.**

Every person who violates 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 14th day of August, 2007.

Esteban Bovo
Council President

Attest:

Rafael E. Granado, City Clerk

Approved on this 19 day of August, 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".

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this __ day of _____ 2007, by and between the CITY OF HIALEAH, a municipal corporation incorporated under the laws of the State of Florida, hereinafter called "LANDLORD", and S.A.B.E.R, INC., 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:

ARTICLE I

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 **208 & 209 @ 590** 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 one (1) year, commencing on October 1, 2007, and ending on September 30, 2008, for an annual rental of Five Thousand Nine Hundred and 00/100 ($5,900.00) dollars, payable in monthly installments of Four Hundred Ninety One and 67/100 ($491.67) 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
501 Palm Ave, Fourth Floor
Hialeah, Florida 33010.

ARTICLE II
USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT for office space for the provision of a healthy, constructive environment for clients infected and affected with HIV/AIDS.

ARTICLE III
CONDITION OF 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 IV
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 V
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 VI
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 VII
DESTRUCTION OF 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 this 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 VIII
HANDICAPPED STANDARDS AND ALTERATIONS

The LANDLORD agrees that the demised premises now conform, or that, prior to Tenant's occupancy, the said premises shall at LANDLORD'S expense, be brought into conformance with, the requirements of Section 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 XIX
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 X
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 XI
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 XII
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 XIII
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 XIV
INDEMNIFICATION AND HOLD HARMLESS

The TENANT assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the TENANT and its officers, employees, servants and agents while acting within the scope of their employment by the TENANT. The TENANT, 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 TENANT, employees, servants, and agents while acting within the scope of their employment by the TENANT. The TENANT and LANDLORD 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, Florida Statutes.

In regard 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 XV
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 XVI
OPTION TO RENEW

Provided this Lease is not otherwise in default, the TENANT is hereby granted the option to extend this Lease for two successive one (1) year renewal periods with a 5% increase for the annual rent 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 thirty (30) days prior to the expiration of this Lease or any extension thereof. 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 Notice of Exercise of Option to Renew.

ARTICLE XVII
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 XVIII
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 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 Date
City Clerk

Mayor Julio Robaina Date

APPROVED AS TO LEGAL
SUFFICIENCY AND AS TO FORM:

William Grodnick

William Grodnick Date
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Ed DeMicco Date
Risk Manager

TENANT:
S.A.B.E.R, INC.
300 East First Avenue, Suite #208 & #209
Hialeah, FL 33010
Tel: (305) 443-7601

WITNESS:

Authorized signature on behalf of:
S.A.B.E.R, INC.

Witness Date

Dr. Fernando Obeso Date
President

(Corporate Seal)