RESOLUTION NO. 2015-41

RESOLUTION 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 OF HIALEAH, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE HIALEAH HOUSING AUTHORITY FOR FIVE YEARS, TO AUTHORIZE THE HOUSING AUTHORITY TO INSTALL, REPAIR AND MAINTAIN A CLOSED CIRCUIT CAMERA SYSTEM AT THE HOUSING AUTHORITY'S SOLE COST AND EXPENSE, AND GOVERNING OTHER RIGHTS BETWEEN THE PARTIES WITH RESPECT TO THE PARKING GARAGE, SUCH AS USE, RIGHT OF ENTRY, AND MINOR, TEMPORARY OR EMERGENCY REPAIRS, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah finds that it is in the best interest of the City and its residents to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, it is beneficial to the City of Hialeah to allow the Hialeah Housing Authority to install, operate and maintain a close camera monitoring system in the parking garage, at no cost to the City, for the safety and benefit of the City's and Authority's tenants and guests alike; and

WHEREAS, it is beneficial to the City of Hialeah to allow the Hialeah Housing Authority the right to enter upon the parking garage for the purposes of making repairs or upgrades to the closed camera monitoring system and for making minor or temporary repairs to the parking garage expediently for the safety and benefit of the City's and Authority's authorized uses of the parking garage.

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

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with the Hialeah Housing Authority for five (5) years to authorize the Housing Authority to install, repair and maintain a closed circuit camera system, at the Housing Authority's sole cost and expense, and governing other rights between the parties with respect to the parking garage, such as use, right of entry and minor, temporary or emergency repairs, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit "1", providing for an effective date.

PASSED AND ADOPTED this 10 day of March, 2015.

Isis Garcia-Martinez
Council President

Attest:

Carmen B. Hernandez
Acting Deputy City Clerk

Approved on this 16 day of March, 2015.

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

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

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INTERLOCAL AGREEMENT BETWEEN CITY OF HIALEAH AND THE HIALEAH HOUSING AUTHORITY

This Interlocal Agreement ("Agreement") entered into this ___ day of _____, 2015, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, by and through its duly authorized undersigned official, located at 501 Palm Avenue, Hialeah, Florida 33010, hereinafter referred to as "CITY" and the Hialeah Housing Authority, a public housing authority, by and through its duly undersigned official, located at 75 East 6 Street, Hialeah, Florida 33010, hereinafter referred to as "AGENCY".

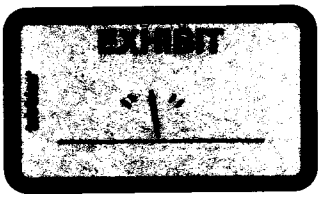
RECITALS

WHEREAS, the City of Hialeah, Florida and the Hialeah Housing Authority agree to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows public agencies to make the most efficient use of their powers to enable them to cooperate with other public agencies on the basis of mutual advantage;

WHEREAS, the CITY owns the land located at 150 East 1st Avenue, Hialeah, Florida, and the AGENCY owns the improvements on the land, now known as Palm Centre and more particularly described in the attached "Exhibit A" providing the site location and legal description ("Property");

WHEREAS the AGENCY is the lessee of the property under a 99-year lease with the CITY for the operation and management of multistory housing and commercial use towers in connection with the AGENCY's affordable housing purpose and ancillary facilities, including but not limited to surface parking area;

WHREAS the CITY also owns, operates and manages a separate building for elderly public housing on the Property;



WHEREAS the CITY built and operates and maintains a parking garage for the use and benefit of all uses on the Property including the AGENCY's housing tenants;

WHEREAS the AGENCY intends to use the parking garage as a service to its residents and employees;

WHEREAS, the AGENCY wishes to install a complete closed circuit camera system as set forth in this agreement;

WHEREAS, the specific purpose of this interlocal agreement is to provide safe, effective and mutually beneficial use of the parking garage by the Parties by identifying the rights and obligations for use, maintenance and repairs amongst them;

WHEREAS the Parties have the authority to enter into interlocal agreements identifying the rights and obligations for use, maintenance and repairs of its facility jointly used between the parties;

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 at no charge:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. **Use.** The Parties shall have joint use and unrestricted access to the parking garage for the enjoyment of all housing tenants and guests alike.

3. **Specific Site Improvements.** The AGENCY shall install, at its sole cost and expense, a complete closed circuit camera system to capture surveillance video throughout the parking garage and its immediate surrounding area. The Agency shall further have full discretion to identify and select the characteristics of the system, including but not limited to the scope and number of cameras, the recording capacity and other system requirements. The

AGENCY may select a qualified licensed provider of the AGENCY's choice. The AGENCY shall be responsible for obtaining all necessary permits, inspections and any other regulatory or governmental approvals that may be required for the installation of the monitoring system. Upon the expiration of this Agreement and any subsequent renewal, the AGENCY shall remove and retain s all right, title and interest to the monitoring system and releases the CITY from any claim to the monitoring system. All other improvements shall be at the discretion of the CITY. The AGENCY agrees that all damages to the Property caused by such removal shall be repaired by the AGENCY at AGENCY's expense.

4. **Maintenance and Repairs Generally; Exceptions and Right of Entry.**

The CITY bears the obligation to maintain and repair the parking garage without contribution from the AGENCY. The obligation to maintain and repair shall include, by way of illustration and not limitation, the obligation to provide for, maintain and repair lighting, landscaping, signs, surfaces and the removal of trash or garbage. Both Parties share jointly in the obligation using reasonable care in the exercise of any right or obligation provided under this Agreement and particularly to avoid creating unsafe conditions in the parking garage.

Notwithstanding any provision in this Agreement to the contrary, the AGENCY, at its sole cost and expense, shall inspect, maintain and repair all components of the monitoring system, including performing all necessary upgrades, such that the monitoring system is kept in good order and repair and able to be used at all times for its intended purpose. The AGENCY shall have a right to enter the parking garage and access the monitoring system for this purpose. The AGENCY shall have the obligation to maintain all records created in connection with the maintenance of the monitoring system in the parking garage. The CITY shall have a right to

access the system and all records. The AGENCY shall fully cooperate with any request for access by the CITY.

The AGENCY shall also have a right to enter the parking garage in order to perform any minor or temporary repairs to the parking garage during emergency situations only and whenever the CITY is unable to. The AGENCY must notify the CITY of any temporary or minor repair performed by the AGENCY as soon as practicable thereafter.

5. **Term.** The term of this agreement is for five (5) years, commencing on or about the _____ day of _____, 2015 and ending on or about _____ day of _____, 2020. This agreement will be in effect during the term indicated above and may be renewed upon the mutual agreement of the Parties.

6. **Insurance Required**. Throughout the term of this Agreement, the Parties shall maintain insurance coverage for all reasonable risks, at a reasonable amount of coverage, associated with the exercise of the Parties' respective rights and obligations under this Agreement, including but not limited to general liability, property damage and worker's compensation coverage. The Parties may meet this obligation through a self-funded insurance program as permitted by Florida law.

7. **Indemnification**. The Parties covenant and agree to waive, release, hold harmless, indemnify and defend one another, their respective officers, directors, employees, agents, contractors, or attorneys (collectively "Indemnifying Party"), from and against all claims, suits, or causes of action and orders, judgments or decrees which may be entered thereon, arising during the term of this Agreement, for any personal injury, loss of life, damage to property or any other liability, loss, cost or expense of any kind, including court costs and attorney's fees at all level of proceedings including appellate level, which may arise out of, result from, or relate to

the Indemnifying Party's negligent acts or omissions in the exercise of any right or discharge of any obligation provided for in this Agreement. This waiver, release and indemnity shall be construed to the broadest extent permissible under applicable law. This provision for waiver, release, hold harmless, indemnity and defense shall survive this Agreement. Nothing in this Agreement shall be construed by either Party as a waiver of sovereign immunity beyond the limits of partial waiver of sovereign immunity as provided by Florida Statutes Section 768.28, as amended.

8. **Compensation.** The Agency shall not pay or demand from the City any compensation or contribution for the services performed as outlined in this Agreement. The City shall not assess the Agency any costs or seek any contribution for the services performed as outlined in the Agreement.

9. **Compliance with Applicable Law.** The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City.

10. **Notice**. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by U.S. mail addressed 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.

CITY OF HIALEAH
Carlos Hernandez
Mayor
City of Hialeah
501 Palm Avenue
Hialeah, Florida 33010

HIALEAH HOUSING AUTHORITY
Julio Ponce
Executive Director
75 East 6th Street
Hialeah, Florida 33010
Telephone: (305) 888-9744

Telephone: (305) 953-5300 FAX: (305) 887-8738
FAX: (305) 953-5330

11. **Miscellaneous Provisions.**

(i) The duties and obligations undertaken by the parties herein pursuant to this agreement shall not be delegated or assigned to any person or firm, unless both parties shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm. Under no circumstances shall either party assign, transfer, convey or otherwise hypothecated any interest, rights, duties or obligations hereunder or any part thereof.

(ii) This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The parties agree to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

(iii) Each party retains the right to terminate this agreement, with or without cause, at any time, upon giving thirty (30) days written notice of the termination.

(iv) This agreement and its attachments and exhibits, if any, constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. (v) No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

(vi) Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

(vii) No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

(viii) Should any provisions, paragraph, sentence, word or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

(ix) Each party represents that this agreement has been duly authorized, executed and delivered by the governing body of their respective agency and that each agency has the required power and authority to perform this agreement.

(x) All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

[This space left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

CITY OF HIALEAH, FLORIDA

Attest:

Authorized signature on behalf of
City of Hialeah

_____
Carmen Hernandez
Acting Deputy City Clerk

_____
Mayor Carlos Hernandez Date

(SEAL)

Approved as to legal sufficiency and form:

_____
Lorena Bravo, City Attorney

HIALEAH HOUSING AUTHORITY

Attest:

Authorized signature on behalf of
Hialeah Housing Authority

_____ Date
Secretary of the Board

_____
Julio Ponce Date
Executive Director

Approved as to legal sufficiency and form:

_____
Nicole Bates, Esq
Attorney for Hialeah Housing Authority

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