

RESOLUTION 2004-88

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA EXTENDING THE TOWN'S LEASE OF THE SOUTH BROWARD DRAINAGE DISTRICT (SBDD) PROPERTY FOR TWO ADDITIONAL YEARS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO A NEW LEASE FOR \$30,000 ANNUALLY COMMENCING ON JUNE 28, 2004 THROUGH JUNE 27, 2006; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches' Town Hall is situated on property owned by the South Broward Drainage District (SBDD); and

WHEREAS, the Town's current lease with the SBDD expires on June 27, 2004; and

WHEREAS, upon request from the Town, the SBDD has agreed to extend the Town's lease of the property for an additional two years, commencing on June 28, 2004 through June 27, 2006; and

WHEREAS, it has been determined that it is in the best interest of the Town to lease the current Town Hall site for an additional two year period.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby extends its lease of the South Broward Drainage District property, generally located at 6589 SW 160th Avenue, for two additional years.


Section 3. The Town Council of the Town of Southwest Ranches hereby approves a new Lease Agreement, between the Town of Southwest Ranches and the South Broward Drainage District (SBDD), attached hereto as Exhibit "A," for continued use of the temporary Town Hall site, commencing June 28, 2004 and terminating on June 27, 2006, at a cost of \$30,000 annually

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Lease Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.


PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of June 2004, on a motion by Council Member Maines and seconded by Vice Mayor Knight.

Fink	<u>Y</u>	Ayes	<u>4</u>
Knight	<u>Y</u>	Nays	<u> </u>
Blanton	<u>A</u>	Absent or	
Maines	<u>Y</u>	Abstaining	<u>1</u>
Nelson	<u>Y</u>		




Mecca Fink, Mayor

ATTEST:



Shari Canada, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

June 18, 2004
SBD N° 2515

This instrument prepared by
and Record and Return to:

Douglas R. Bell, Esquire
800 East Broward Boulevard
Suite 601
Fort Lauderdale, Florida 33301

.....
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 28 day of June, 2004, by and between **South Broward Drainage District**, a political subdivision of the State of Florida established under Chapter 98-524, Laws of Florida, (the "Drainage District"), and Town of Southwest Ranches, a not for profit Florida municipality (the "Town").

WHEREAS, Drainage District is the Owner of certain real property located at 6591 Southwest 160th Avenue, in the Town of Southwest Ranches, County of Broward, and State of Florida (the "Property") more particularly described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

and,

WHEREAS, Town is utilizing up to seven (7) modular facilities for use as a temporary Town Hall on the Property; and

WHEREAS, ON June 28, 2001, the Drainage District and the Town entered into an Agreement wherein the Drainage District agreed to allow the Town to place the modular facilities on the Property for use as a temporary Town Hall for a period of three (3) years; and

WHEREAS, the June 28, 2001 Agreement terminates on the 27th day of June, 2004; and

WHEREAS, the Town has requested Drainage District to allow Town to continue utilizing the Property for its temporary Town Hall for a period of two (2) years or from June 28, 2004 until June 27, 2006; and

WHEREAS, Drainage District agrees to allow the Town's temporary Town Hall facilities to remain on the Property in its current location for a period not to exceed two (2) years; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Town and Drainage District, each intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Town can utilize that portion of the Property designated by the Drainage District for a period not to exceed two (2) years from June 28, 2004.

2. Drainage District shall incur no costs or liability of any nature arising out of the presence and use of the Town Hall facilities on the Property. To the extent that any permits or approvals are required for said Town Hall facilities, the Town shall solely be responsible for obtaining same. To the extent that the Drainage District's insurance costs are increased to insure against any potential property damage or liability associated with the Town Hall facilities being placed for use on the Property or the Town's use of the Drainage District meeting room, the Town shall reimburse the Drainage District for any increase in the cost of its insurance. In addition, Town shall obtain insurance with a coverage in a minimum amount of \$1,000,000.00, to provide coverage for property damage or liability associated with the Town Hall facilities being located and used on the Drainage District's Property; and in the event said insurance is insufficient to cover any resulting claims, the Town shall, to the extent provided by law, be solely responsible for all liability or damage caused by the placement or use of the Town Hall facilities on the Drainage District's Property and damages caused by the Town's use of the Drainage District meeting room.

3. Drainage District is hereby released from any claim of any nature relative to the physical condition of the Town Hall facilities, including but not limited to, damage occurring while the Town Hall facilities are located on or used on the Property.

4. The Town acknowledges that the Property is being provided by Drainage District "as is" with no representation by the Drainage District as to the suitability of this Property for the placement or use of the Town Hall facilities.

5. Upon removal of the Town Hall facilities, after the termination of this Lease Agreement, the Town shall within ninety (90) days after said termination remove all debris and restore the Property to its original condition prior to preparation of site for Town modular facilities.

6. The Town shall be allowed to accept public access to the Property through the Property's current entrance during the hours of 7:30 A.M. through 6:00 P.M. weekdays and holidays excluded. Also, the Town staff (Administration and Council Members) shall have access to the Property at all other hours necessary for the full and efficient operation of the Town.

7. Drainage District shall have no responsibility or obligation for the Town Hall facilities utility costs or any improvements to the Property which may be required by any other governmental agency.

8. If Drainage District incurs any costs or legal expenses as a result of the Town's use of the Property, the Town shall reimburse the Drainage District for said costs and legal expenses within

30 days of receiving an invoice for same.

9. Notwithstanding any other provision of this Agreement, should the Drainage District in its sole discretion determine that the Drainage District requires the use of or need of the Property for any reason, the Town shall remove the Town Hall facilities upon six (6) months written notice from the Drainage District, and at that time, this agreement shall then be terminated. Should notice to remove the Town Hall facilities be given to Town by Drainage District, said notice will be given to the Town prior to the eighteenth (18) month of this Lease. In the event the Town Hall facilities are relocated on Drainage District property, this agreement will be modified. In the event the Drainage District terminates this Agreement, the Town will be reimbursed a prorated share of any rent payment which has been received by the Drainage District.

10. In the event of any litigation involving this Agreement, the prevailing party shall be entitled to legal fees and costs from the non-prevailing party.

11. The Drainage District reserves the right to sell any portion of the Property during the term of this Agreement; and if the Drainage District exercises this provision, the Town shall remove the Town Hall facilities within one years notice from the Drainage District. However, this provision will not apply if the portion of the Property sold is not being utilized by the Town for its Town Hall administrative facilities.

12. The Town shall secure the Town Hall facilities in such a fashion that they will be secured based upon modular facilities permit requirements and the South Florida Building Code requirements. In any event, the Town shall be responsible for all damage to the Town Hall facilities, the Property or the Drainage District's buildings and other Drainage District improvements located on the Property as a result of damage caused by or due to the Town Hall facilities having been placed on the Property.

13. The Town Administrator or other authorized Town representative shall be available 24 hours per day, seven days per week, in the event the Drainage District has any questions regarding the Town Hall facilities.

14. The Town shall keep the Property clean and clear of any debris which is the result of the Town Hall facilities being located on the Property.

15. The Town, at its own expense, shall be allowed to: (A) Maintain the existing entryway into the Drainage District's Board room through the north wall of the Drainage District's Board of Supervisors meeting room, (B) Maintain a walkway to the Town Hall facilities from the existing east parking lot, (C) Expand the east parking lot if required, and (D) Provide landscaping, if required, and if other alterations to the Drainage District's existing facilities, including landscaping, are required, they will be at the sole expense of the Town.

The Drainage District shall have the right to review, approve and reject the plans for any and all improvements and modifications proposed by the Town to insure compatibility with the Drainage District's existing building and Property design.

16. Due to the Town's existing connection to the Drainage District's administration building, each entity will continue to maintain its own independent security system. The two entities will not be able to access each others main complex. The Drainage District's meeting room will be the only "common area".

The Drainage District shall be compensated on a pro-rata share for wear/tear, cleaning and utilities for the Board room.

17. If the Drainage District determines that "live" security is required for the premises, it will be the responsibility of the Town to provide and pay for that service.

18. As consideration for this Lease Agreement, Town shall upon execution of this Lease Agreement pay thirty thousand and no/100 dollars (\$30,000.00) to Drainage District as the first years lease payment. The second year lease payment in the amount of thirty thousand and no/100 dollars (\$30,000.00) shall be due and paid on or before the one year anniversary of this Lease Agreement and if not paid within thirty (30) days of said anniversary date, this Lease Agreement shall be considered as being in default and upon the expiration of said thirty (30) days, if payment has not been received, this Lease Agreement shall be terminated and upon said termination, the Town shall within thirty (30) days or as soon as practicable, remove the Town Hall facilities and restore the Property to the condition as required herein.

19. In the event the Drainage District incurs any expense, including attorney's fees: (A) In collecting any sum of money due under this Lease; (B) In evicting the Town; (C) In enforcing any of Drainage District's rights under this Lease Agreement; or (D) Because of any non-compliance with this Lease Agreement by the Town, the Town, will owe to and reimburse Drainage District for all of such expenses incurred, including attorney's fees prior to and during litigation, if any.

20. If the Town retains possession of the Property, or any part thereof, beyond the end of the lease term, the Town shall pay Drainage District for all damages consequential as well as direct, sustained by reason of the Town's retention of possession. The provisions of this paragraph shall not limit or in any way impair or waive Drainage District's right to possession, right of re-entry or any other right or remedy given hereunder or pursuant to law.

21. Drainage District shall not be liable for any damage or injury to the Town, to the Town's employees and invitees, to the Town Hall facilities, to the leased area, or to anything therein from water, wind, or the elements or because of the action of any other tenant or any person not under the

direct control of the Drainage District, or from a failure of Drainage District to perform any of Drainage District's duties hereunder unless the Town has given written notice of such alleged Drainage District's failure and Drainage District has failed to take reasonable action to cure the failure. The Town agrees that it will obtain business interruption insurance, and that no claim or alleged claim for damages against Drainage District will be the basis for any set-off or credit against rent.

22. The following notice is required by Fla. Stat. § 404.056(8): Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

23. This Lease Agreement constitutes the full agreement of the parties and supercedes all oral or prior agreements. No modifications or changes to this Lease Agreement shall be effective unless the same are made in writing and signed by the party against whom enforcement is sought.

24. The Town agrees that it will not manufacture or dispose of any Hazardous Substance (as hereinafter defined) on the Property or on any adjacent land, or store or use any such Hazardous Substances on the Property or on such adjacent land in such quantities, concentrations, forms or levels, or otherwise in a manner which is in violation of any applicable environmental laws. "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including without limitation, asbestos, PCB's, petroleum products or by-products, substances defined or listed a "hazardous substance", "toxic substance", "toxic pollutant", or similarly identified substance or mixture, in or pursuant to any environmental law, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et. seq., the Hazardous Materials Environmental Transportation Act, 49 U.S.C. §1802, et. seq., The Resource Conservation and Recovery Act, 42 U.S.C. §6901, et. seq., The Toxic Substance Control Act of 1978, as amended, 15 U.S.C. §2601, et. seq., and the Clean Water Act, 33 U.S.C. §446, et. seq., as amended. Should the Town violate the foregoing, the Town will promptly undertake remedial action to cure any pollution or detrimental effect on the Property and will indemnify and hold Drainage District harmless for any liability, loss, expense, reduction in property value or other effect arising to Drainage District. Without limiting the survival of other Lease Agreement terms, the Town specifically agrees that its responsibility for remedial action and indemnification will survive the expiration of this Lease Agreement.

25. Nothing contained herein shall be deemed to constitute a waiver by Drainage District or Town of any limitations of their liability that is accorded Drainage District and Town by virtue of

§768.28, Florida Statutes, or any subsequent enacted similar law.

26. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which constitute one and the same Agreement.

IN WITNESS WHEREOF, Drainage District and Town have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Pamela Walsh

Witness Signature †

PAMELA WALSH

Witness Printed Name †

Donnell R. Bell

Witness Signature †

DONNELL R. BELL

Witness Printed Name †

Emily McGord

Witness Signature †

Emily McGord

Witness Printed Name †

Lee J. Rickes

Witness Signature †

LEE J. RICKES

Witness Printed Name †

Attest:

Shari Canada

Shari Canada, Town Clerk

Approved as to Form and Correctness:

Gary A. Poliakoff

Gary A. Poliakoff, J.D., Town Attorney

"Drainage District"
(SOUTH BROWARD DRAINAGE DISTRICT)

Leonard Miller

Leonard Miller, President

Attest:

Vicki Minnaugh

Vicki Minnaugh, Acting Secretary

"Town"
(TOWN OF SOUTHWEST RANCHES)

Mecca Fink

Mecca Fink, Mayor