

RESOLUTION NO. 2015 - 052

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR THE LEASING OF OFFICE SPACE AT THE TOWN HALL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, C.A.P. Government, Inc., a Florida corporation ("CAP") is the Town's contracted building permit vendor and as such, CAP wishes to lease an office at the Town Hall, located at 13400 Griffin Road, Southwest Ranches, Florida 33330; and

WHEREAS, the Town Staff has determined that it would be beneficial for CAP to have an office at the Town Hall to increase efficiency in dealing with building permit issues; and

WHEREAS, Section 2-203 (f) of the Town Procurement Code requires Town Council approval of all leases of real property.

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

SECTION 1. ADOPTION OF RECITALS. The above-referenced recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council, in conformance with Section 2-203 (f) of the Town Procurement Code, hereby approves the leasing of an office at the Town Hall to CAP pursuant to a lease agreement between the Town and CAP.

SECTION 3. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to enter into a Lease Agreement with CAP in substantially the form attached hereto as Exhibit "A", with such changes, insertions and omissions as may be approved by the Mayor or Vice Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 4. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

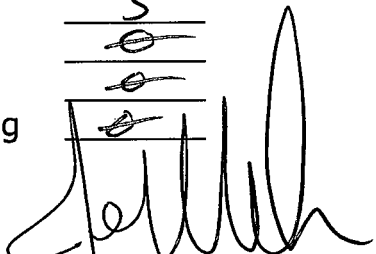
SECTION 5. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 28th day of May, 2015, on a motion by Council Member McKay, seconded by Vice Mayor Fisikelli.

Nelson	<u>Ayes</u>
Jablonski	<u>Ayes</u>
Breitkreuz	<u>Ayes</u>
Fisikelli	<u>Ayes</u>
McKay	<u>Ayes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



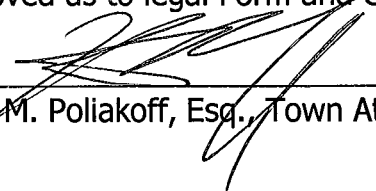
Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness



Keith M. Poliakoff, Esq., Town Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 28th day of May, 2015 (the "Effective Date"), by and between Town of Southwest Ranches, a political subdivision of the State of Florida ("Landlord"), and C.A.P. Government, Inc., a Florida corporation ("Tenant").

WITNESSETH

WHEREAS, Landlord owns the real property and improvements located at 13400 Griffin Road, Southwest Ranches, Florida 33330 (hereinafter referred to as "Town Hall"); and

WHEREAS, Tenant is the contracted building permit vendor for Landlord and Landlord desires to lease and Tenant desires to rent a currently unused office located at Town Hall (the "Leased Premises"); and

WHEREAS, Landlord and Tenant have reached an agreement for Tenant to lease the Leased Premises in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant agree that Tenant shall lease the Leased Premises upon the following terms and conditions:

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

2. Leased Premises. The Leased Premises are accepted by Tenant in their "AS-IS, WHERE-IS" condition.

3. Term. The Term of this Lease (the "Term") shall commence on May 4, 2015 ("Lease Commencement Date") and shall continue for twelve (12) months, unless sooner terminated as provided herein. Provided Tenant is not in breach under this Lease, Tenant shall have the option of leasing the Leased Premises for additional periods of twelve months ("Renewal Options"), so long as Tenant continues to be the building permit vendor for Landlord. Tenant shall provide Landlord with thirty (30) days written notice of its' desire to exercise a Renewal Option. If Tenant provides said written notice to Landlord that Tenant wishes to exercise a Renewal Option, Landlord shall have five (5) days to respond and no response within five (5) days shall be deemed approval. Provided the terms of the Renewal Option are the same as set forth in this Lease, Landlord shall not be required to obtain approval for such Renewal from Town Council.

Notwithstanding the foregoing, either party may, upon providing thirty (30) days written notice to the other, terminate this Lease.

4. Rental. The agreed rental shall be Five Hundred and 00/100 Dollars (\$500.00) inclusive of all taxes and fees, on the first day of each calendar month. Rent shall include (i) use of

Town telephones for local calls; (ii) use of Town's photo copy machine; and (iii) all utilities. Tenant shall supply its own computer and office supplies.

5. Use. During the Term of this Lease, Tenant shall have the right to use the Leased Premises for the operation of its' business of processing building permits and for no other purposes.

6. Holdover. In the event that Tenant shall not immediately surrender the Leased Premises to Landlord upon the expiration of the Term, or Renewal thereof, Tenant shall be deemed to be a tenant-at-sufferance, without claim of right, pursuant to the terms and provisions of this Lease. Notwithstanding the foregoing, if Tenant shall hold over after the expiration of the Term, or Renewal thereof and Landlord shall desire to regain possession of the Leased Premises, then Landlord may forthwith re-enter and take possession of the Leased Premises without process, or by any legal process provided under applicable state law.

7. Observance of Laws and Ordinances. Tenant agrees to observe, comply with and execute promptly during the Term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities which relate to its use or occupancy of the Leased Premises.

8. Taxes and Expenses Relating to the Use of the Leased Premises. Landlord shall be solely responsible for the payment of all taxes, assessments and other charges by any governmental or quasi-governmental authority that are assessed, levied or in any manner imposed on the Leased Premises or which arise out of this Lease.

9. Insurance. Tenant shall obtain and keep in full force and effect at all times during the term of the Lease, insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Leased Premises under one or more policies of commercial general liability insurance, which shall name the Town as an additional insured. The total insurance coverage shall be in an amount of not less than combined single limited of One Million and No/100 Dollars (\$1,000,000.00), which coverage limit may be provided under an existing policy insuring the Tenant. Tenant shall also be responsible for providing insurance coverage for Tenant's personal property located on the Leased Premises. Landlord shall not, under any circumstances, be liable to Tenant for damage or destruction to Tenant's personal property.

10. Default.

(a) In the event Tenant fails to comply with any of the terms and provisions set forth herein, Landlord may, after providing Tenant written notice and a period of ten (10) days after the giving of such notice as an opportunity for Tenant to cure the default in question, immediately enter the Leased Premises and repossess the same and expel Tenant or any who may be claiming under Tenant, and remove their effects without being liable for any form of damages or deemed guilty of any form of trespass. Landlord may further avail itself of any and all other remedies allowed by law, including but not limited to termination of this Lease.

(b) In the event Landlord fails to comply with any of the terms and provisions set forth herein, Tenant may, after providing Landlord written notice and a period of ten (10) days after the giving of such notice as an opportunity for Landlord to cure the default in question, Tenant may terminate this Lease, seek reimbursement of any portion of rent applicable to the remainder of the Term.

11. Cumulative Rights. The rights of Landlord under the foregoing shall be cumulative, and failure on the part of Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

12. Vandalism. NEITHER LANDLORD NOR TENANT SHALL BE LIABLE FOR ANY DAMAGE TO, REMOVAL OF, OR LOSS OF ANY PROPERTY OF TENANT OCCASIONED BY ANY THEFT, BURGLARY, ROBBERY, LARCENY, VANDALISM OR ANY ATTEMPTED THEFT, BURGLARY, ROBBERY, OR LARCENY OF ANY KIND.

13. Attorneys' Fees. If either Landlord or Tenant commences or engages in any legal action or proceeding against the other party arising out of or in connection with the Lease, or the Leased Premises (including, without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under this Lease), the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, together with any costs and expenses, incurred in any such action or proceeding, including any attorneys' fees, costs, and expenses incurred on collection and on appeal.

14. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if addressed and delivered to the respective parties' addresses, as set forth below: (i) in person; (ii) by Federal Express or similar overnight carrier service; or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid. Such notices shall be deemed received upon the earlier of receipt or, if mailed by certified or registered mail, three (3) days after such mailing. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices. Any notice periods provided for under this Lease shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

LANDLORD:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Andrew Berns, Town Administrator
Email: aberns@southwestranches.org
Tel: 954-434-0008

TENANT:
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134
Attn: Carlos A. Penin, President
Email: cap@capfla.com

With a copy at the same time to:
Keith M. Poliakoff, Esq.
Arnstein & Lehr LLP

With a copy at the same time to:

200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301
Telephone: 954-713-7644
Email: Kpoliakoff@arnstein.com

15. No Personal Liability. The parties agree that no liability shall attain in favor of either party as against any officer, director, member, agent or employee of Landlord or Tenant.

16. Quiet Enjoyment. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed within applicable grace periods, Tenant may peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord.

17. Counterparts. This Lease may be executed in one or more counterparts, each which shall constitute an original and all of which shall be one and the same agreement.

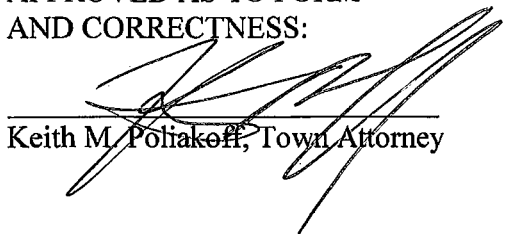
18. Authority. Landlord hereby represents and warrants that it is the fee simple owner of the Leased Premises, that it is authorized to enter into this Lease, and has all necessary power and authority to execute this Lease and to perform its obligations hereunder, including the obligation to provide Tenant with quiet enjoyment of the Leased Premises for the Lease term.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date set forth below.

ATTEST:


Russell Muñiz, MBA, MMC, Town Clerk

APPROVED AS TO FORM
AND CORRECTNESS:


Keith M. Poliakoff, Town Attorney

LANDLORD:

TOWN OF SOUTHWEST RANCHES

By: 

Jeff Nelson, Mayor

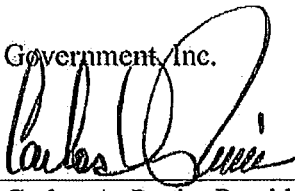
By: 

Andrew D. Berns, Town Administrator

Dated this 28th day of May 2015

TENANT:

C.A.P. Government, Inc.

By: 
Carlos A. Penin, President

Dated this 18 day of May 2015

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