

RESOLUTION NO. 2001-40

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH SOUTH BROWARD DRAINAGE DISTRICT FOR THE LEASING OF PROPERTY FOR A TEMPORARY TOWN HALL AND OPERATIONS CENTER; AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on January 11, 2001, the Town Council approved an agreement with the South Broward Drainage District for the leasing of property for a temporary Town Hall and Operations Center; and

WHEREAS, during the discussions and negotiation of the agreement, the agreement was significantly modified; and

WHEREAS, the South Broward Drainage District approved on February 22, 2001 an agreement with the Town of Southwest Ranches for the leasing of property for a temporary Town Hall and Operations Center, and

WHEREAS, the Town Administrator did attend the South Broward Drainage District meeting on February 22, 2001 and agrees with the agreement approved.

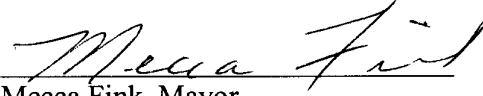
NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Southwest Ranches, Florida:

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

Section 2: The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an agreement with South Broward Drainage District, substantially in the form of the agreement attached as Exhibit "A," providing for leasing of property for a temporary Town Hall and Operations Center.

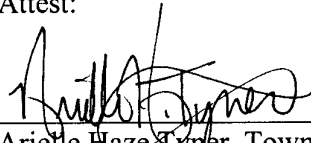
Section 3: That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,
Florida, this 8th day of March, 2001.



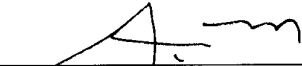
Mecca Fink, Mayor

Attest:



Arielle Haze-Tyner, Town Clerk

Approved as to Form and Correctness:



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



SOUTH BROWARD DRAINAGE DISTRICT

July 19, 2001

Mr. John Canada, Administrator
Town of Southwest Ranches
3111 Stirling Road
Fort Lauderdale, Florida 33312

RE: Modular Facility Agreement

Dear John:

I am enclosing for your file a fully-executed agreement for the Town's office-modular facility storage on South Broward Drainage District property.

Although the agreement was signed by June 28th, it appears that the modulares will not be ready for your use for at least a couple of weeks. Upon receipt of this letter, I would like to discuss a "start" date for the monthly rental fee.

Also, it is important that insurance coverage be provided as soon as possible.

I look forward to hearing from you within the very near future.

Sincerely,

Neil Kalin
District Director

/jl

enc.

This instrument prepared by
and Record and Return to:

Gary A. Poliakoff, J.D.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

AGREEMENT

THIS AGREEMENT made and entered into this 28th Day of June, 2001, 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 Davie, 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 the recipient of up to seven (7) modular facilities as a gift from the Arvida Corporation for use as a temporary Town hall; and

WHEREAS, Town is in need of a place to locate the modular facilities for Town operations; and

WHEREAS, Drainage District is willing to allow the Town to place the modular facilities for use on the Property.

NOW, THEREFORE, Drainage District, for and in consideration of five-hundred dollars per month and other valuable consideration, receipt of which is hereby acknowledged, agrees that:

1. Town can place modular facilities for use on that portion of the Property designated by the Drainage District for a period not to exceed three (3) years from date of execution of Agreement. If additional time is needed, the matter will be addressed at a later date.
2. Drainage District shall incur no costs or liability of any nature arising out of the presence of the modular facilities on its Property. To the extent that any permits or approvals are required for said placement for use, 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 modular facilities being placed for use on the Property, 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 modulars being placed for use 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 for use of the modulars on the Drainage District's Property.

3. Drainage District is hereby released from any claim of any nature relative to the physical condition of the modular facilities, including but not limited to, damage occurring while the modular facilities are placed for use 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 for use of the modular facilities.

5. Upon removal of the modular facilities, the Town shall remove all debris and restore the Property to its original condition.

6. The Town shall be allowed to accept public access to the Property through the current entrance during the hours of 7:30 A.M. through 6:00 P.M. weekdays, holidays excluded. In addition, the Town shall have access to the Property as needed to conduct Town meetings. Also, Town staff shall have access to 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 modular 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 determine that the Drainage District has use or need of the Property for any reason, the Town shall remove the modular facilities upon one years notice from the Drainage District; and at that time, this agreement shall then be terminated. In the event the modular facilities are relocated on Drainage District property, this agreement would be modified.

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 modular facilities within one years notice from the Drainage District. However, this provision would not apply if the portion of the property sold is not being utilized by the Town for its modular administrative facilities.

12. The Town shall secure the modular 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 modular facilities or to Drainage District Property as a result of damage caused by the modular facilities.

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 modular facilities.

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

15. The Town, at its own expense, shall be allowed to: (A) Create an entryway into the Drainage District's Board room through the north and/or east walls of the Board room. (B) Create a walkway to the modular facilities from the existing east parking lot. (C) Expand the east parking lot if required. (D) Provide landscape if required. If other alterations to the existing facilities, including landscaping, are required, it will be at the sole expense of the Town.

The Drainage District shall have the right to review and approve the plans for any and all improvements to insure compatibility with existing building design.

16. Upon completion of the Town's connection to the Drainage District's administration building, each entity will have its own independent security system. The two entities will not be able to access each others main complex. The Board room will be the only "common area".

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

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

18. Nothing contained herein shall be deemed to constitute a waiver by Drainage District or Town of any limitations of their liability that are accorded Drainage District and Town by virtue of §768.28, Florida Statutes, or any subsequent enacted similar law.

19. 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.

20. This Agreement shall not be assigned by Town to any other entity or individual without the written approval of Drainage District.

21. This Agreement shall be construed and interpreted according to the laws of the State of Florida; and the venue with respect to litigation with respect to this Agreement shall be Broward County, Florida.

22. This Agreement shall not be modified, and no purported modification thereof shall be effective unless in writing and signed by the party to be charged.

23. This Agreement shall be severable; and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

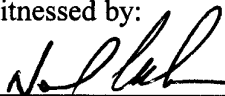
24. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

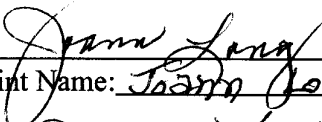
As to Drainage District
Neil Kalin, District Director
6591 Southwest 160 Avenue
Davie, Florida 33331

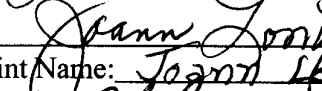
As to Town of Southwest Ranches
John Canada, Town Administrator
3111 Stirling Road
Fort Lauderdale, Florida 33312

IN WITNESS WHEREOF, Drainage District and Town have set their hand and seal as of the day and year first above written.

Witnessed by:


Print Name: NEIL KALIN

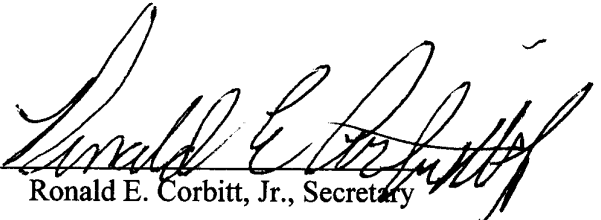

Print Name: Joann Long


Print Name: Joann Long

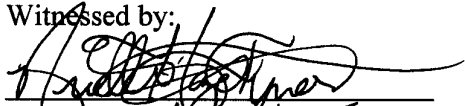

Print Name: NEIL KALIN

South Broward Drainage District

BY: 
Leonard Miller, President

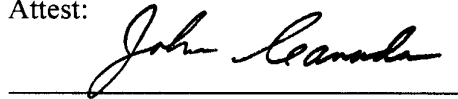
BY: 
Ronald E. Corbitt, Jr., Secretary

Witnessed by:

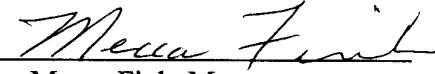

Print Name: Arilla Haze Turner

Print Name: _____

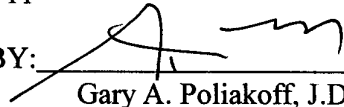
Attest:


John Canada
Town Administrator

Town of Southwest Ranches

BY: 
Mecca Fink, Mayor

Approved as to Form:

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