

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") entered into on this ___ day of _____, 2023 (the "Effective Date") between COCOPLUM HOMEOWNERS ASSOCIATION, INC., hereafter called "Landlord" and THE CITY OF CORAL GABLES, a Florida municipal government agency, hereafter called "Tenant".

WITNESSETH,

WHEREAS, Landlord owns two (2) buildings located at 120 Isla Dorada Boulevard, Coral Gables, Florida 33143 and at 155 Isla Dorada Boulevard, Coral Gables, Florida 33143; and

WHEREAS, Tenant has expressed an interest in securing space for its Marine Patrol at the building located 120 Isla Dorada Boulevard and for its Patrol Division at the building located at 155 Isla Dorada Boulevard; and

WHEREAS; the parties have negotiated for Landlord to lease to Tenant the Premises (as described herein), upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, Landlord and Tenant covenant and agree as follows:

1. DEMISE. Landlord does lease unto Tenant, and Tenant does hereby lease those certain spaces located at (i) the east end of the maintenance building (work bay) and office space at the west end of the building, located at 120 Isla Dorada Boulevard (the "Marine Patrol Center"), and (ii) the space known as the "Security Office" located at 155 Isla Dorada Boulevard (the "Association Clubhouse") (the Security Office together with the Marine Patrol Center, the "Premises").
2. TERM. The term of this Lease Agreement shall be one (1) year, commencing on the Effective Date, and expiring on the first anniversary of the Effective Date, unless sooner terminated or extended as herein provided (hereinafter the "Term"). The Term shall be automatically renewed for successive one (1) year periods. Either party may terminate this Lease Agreement at any time upon thirty (30) days prior written notice to the other party.
3. RENT. During the Term hereof, Tenant shall pay to Landlord a base rent of TEN (\$10.00) DOLLARS per year, due on the Effective Date, and every anniversary thereafter for so long as the Lease Agreement is in effect.
4. NO ASSIGNMENT. Tenant shall not assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease Agreement or the term hereof, nor underlet the Premises or any part thereof, nor suffer or permit any party of the Premises to be occupied by any person or entity other than Tenant.
5. USE.

- a. The Marine Patrol Center shall be used by Tenant's Marine Patrol for storage and minor maintenance of equipment. The Security Office, will be accessible to the Coral Gables Police Department patrol vehicles, K-9 patrol vehicles as well as regular zone vehicles for report writing, bathroom facilities and other various police related needs on a twenty-four (24) hour basis. In no event shall Tenant use or occupy or permit the Premises or any part thereof to be used or occupied for any unlawful or hazardous use or purpose, or do or permit anything to be done in, on or about the Premises, in a manner which will in any way violate any certificate of use or occupancy affecting the buildings.
- b. Tenant agrees to carry and maintain a self- insurance liability program that is in compliance with Florida Statute 768.28.
- c. Tenant shall be limited to a maximum of two (2) parking spaces at a time at the Association Clubhouse.

6. ALTERATIONS.

- a. Tenant will make no alterations, additions or improvements to the Premises without the prior written consent of Landlord, which may be withheld for any reason or no reason. Upon expiration of the Term, all installations, fixtures, and all repairs, improvements, replacements and alterations to the Premises made by Tenant, shall remain a part of the Premises, as property of Landlord, except for removable office furniture and equipment, which shall be removed without damage to the Premises at Tenant's sole cost and expense.
- b. No awnings, notices, sign or signs shall be attached to or erected on the exterior of the Premises without the written consent of Landlord having first been obtained.

7. MAINTENANCE. Landlord shall maintain and repair the exterior part and common areas of the Premises. Tenant shall give Landlord seven (7) days written notice of needed repairs and Landlord shall have a reasonable time thereafter to make them.

8. DEFAULT.

- a. The following events shall be deemed to be an "Event of Default" by Tenant under this Lease Agreement:
 - i. Tenant shall fail to pay any installment of rent or any other expense demanded by Landlord when due as herein provided.
 - ii. Tenant shall fail to comply with any term, provision or covenant of this Lease Agreement (other than the payment of rent or expenses demanded by



Landlord) and shall not cure such failure within ten (10) days after written notice thereof to Tenant.

iii. Tenant shall abandon or vacate the Premises.

iv. Tenant shall do or permit to be done anything which creates a Lien upon the Premises.

b. Upon the occurrence of any such Event of Default, Landlord shall have the option to pursue terminate this Lease Agreement after ten (10) days written notice and to thereon re-enter and take possession of the Premises.

9. CASUALTY. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty, during the terms of this Lease Agreement, whereby the same shall be rendered untenable, then Landlord shall have the right to render said Premises tenantable by repairs within ninety (90) days therefrom. If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to terminate this Lease Agreement. During any time that the Premises are untentable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be abated.
10. INSPECTIONS AND REPAIR. Landlord, or any of its agents, shall have the right after prior notice to Tenant to enter said Premises during all reasonable 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, or of the Premises, or otherwise protect Landlord's interest. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement. Landlord shall have the right after prior notice to Tenant to show the Premises to prospective Tenants at any time upon reasonable prior notice to the Tenant.
11. WAIVER OR ESTOPPEL. The failure of either party to insist, if any one or more instances, upon strict performance of any covenants or agreements of this Lease Agreement, or exercise any option of either party herein contained shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option, but the same shall continue and remain in full force and effect. The rights and remedies created by this Lease Agreement are cumulative and the use of one remedy shall not be taken to exclude or waive the right of the use of another.
12. QUIET ENJOYMENT. Upon payment by Tenant of the rents and other charges herein provided and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall and may peaceably have, hold and enjoy the Premises for the term hereby demised without hindrance or molestation by Landlord.

13. TIME OF ESSENCE. Time is of the essence with respect to the performance of all of the terms and provisions of this Lease Agreement in which time of performance is a factor.
14. NOTICES. All notices, demands, or other communications required or contemplated by this Lease Agreement shall be in writing and shall be delivered in person or by United States Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to whom such notice is directed at the addresses below each party's signature line hereto. By giving at least seven (7) days prior written notice to the other party, either party may change its address for notices hereunder. If acceptance of said notice is refused, said notice may be served by posting same in prominent place on the Premises. This paragraph shall apply to notice provided for in this Lease Agreement or by the laws of the State of Florida.
15. APPLICABLE LAW. This Lease Agreement is entered into in the State of Florida and shall be governed by the applicable laws of said state, and venue with respect to any litigation arising from this Lease Agreement shall be Miami-Dade County, Florida.
16. BINDING EFFECT. This Lease Agreement and all provisions, covenants and conditions hereof shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of the parties hereto.
17. LIENS.
 - a. Tenant further agrees that Tenant will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including counsel fees reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof on the building from any liens, judgements or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as additional rent due and shall be included in any lien for rent.
 - b. Tenant shall not have authority to create any liens for labor or material on the Landlord's interest in the above described property, and all persons contracting with the Tenant for the erection, installation or alteration, or repair of the Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the Premises to secure the payment of any all for work done or material furnished during the terms of this Lease Agreement.
18. SERVICES.
 - a. Landlord shall provide the Premises with electrical energy for lighting and normal business machine use.

- b. Tenant shall maintain and operate heating, ventilation and air conditioning systems in the Marine Patrol Building and shall furnish heat, ventilating and air conditioning to the Marine Patrol Building through the systems in conformity and subject to the capacity of such systems.
- c. Landlord shall maintain and operate heating, ventilation and air conditioning systems in the Security Office.
- d. Landlord shall provide water to the Security Office. Tenant shall be responsible for water & sewer billing at the Marine Patrol Building.
- e. Landlord shall maintain the structural portions and any common areas of the Premises.

19. SOVEREIGN IMMUNITY. The Landlord acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Landlord against the Tenant other than claims arising out of this Agreement. Specifically, the Landlord acknowledges that it cannot and will not assert any claims against the Tenant, unless the claim is based upon a breach by the Tenant of this Agreement. The Landlord acknowledges that it has no right and will not make any claims based upon any of the following:

- (a) Claims based upon any alleged breach by the Tenant of implied warranties or representations not specifically set forth in this Agreement, as the Parties stipulate that there are no such implied warranties or representations of the Tenant. All obligations of the Tenant are only as set forth in this Agreement;
- (b) Claims based upon negligence or any tort arising out of this Agreement;
- (c) Claims upon alleged acts or inaction by any City Employee or Agent of the City; and
- (d) Claims based upon an alleged waiver of any of the terms of this Agreement.

20. WAIVER OF CONSEQUENTIAL DAMAGES. The Landlord waives claims against the City for consequential damages arising out of or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit.

21. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral agreements, representations, documentations, and understandings between the parties relating to such subject matter. The parties hereto may amend this Lease Agreement at any time, but no amendment shall be effective unless it is in writing and duly executed by Landlord and Tenant. The descriptive captions and the organization of the paragraphs of


this Lease Agreement are for convenience only and in no way define, limit, amplify or otherwise affect the content of this Lease Agreement or any terms and conditions herein.

22. BROKER INDEMNIFICATION. Each party hereto represents and warrants to the other party that there are no brokers involved with respect to this transaction and that there are no brokerage fees, finder's fees or broker's commissions due as a result of their respective executions of this Lease Agreement. Each party shall indemnify and hold the other harmless from any breach of the respective representations and warranties as set forth in this paragraph. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease Agreement.
23. RADON DISCLOSURE. In accordance with the requirements of Florida Statutes, the following notice is hereby given to Tenant: 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 buildings in Florida.

This Agreement has been duly executed by the parties hereto.

LANDLORD:

Cocoplum Homeowners Association, Inc.

By: 
Norman S. Segall

Title: President

Date: 4-17-2023

Address for notice:

Cocoplum Homeowners Association, Inc.
155 Isla Dorada Boulevard
Coral Gables, FL 33143

TENANT:

CITY OF CORAL GABLES, a Florida Municipal Corporation

Peter J. Iglesias
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Cristina Suarez
City Attorney

ATTEST:

Billy Y. Urquia
City Clerk

Address for notice:

City Manager, City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

With copy to:

Chief of Police
2801 Salzedo Street
Coral Gables, FL 33134