

MEMORANDUM

February 22, 2010

TO: Honorable Mayor and City Commission

VIA: Judith H. Delmar, City Manager ^{jhd}

FROM: Clara VanBlargan, City Clerk

RE: Lease Agreement Extension for Polk Workforce Development Board, Inc. d/b/a Polk Works at the James P. Austin, Jr. Community Center

SYNOPSIS: The extension of the lease agreement will allow Polk Works to continue the Young Leaders program at the James P. Austin, Jr. Community Center until June 30, 2011.

RECOMMENDATION

It is recommended that the City Commission take the following action:

1. Approve an extension of the lease agreement with Polk Workforce Development Board, Inc. d/b/a Polk Works to operate the Young Leaders program at the James P. Austin, Jr. Community Center for a term expiring June 30, 2011.
2. Authorize the City Manager to execute the agreement.

BACKGROUND

Removing obstacles to employment will take a community effort, with representatives from many sectors including churches, government, businesses, education, and job training agencies. The Young Leaders program provides academic support and employment training to adults between the ages 16 and 21 who reside in Polk County. The program is free to those who qualify and assists youth in gaining the necessary academic and workplace skills needed to become successful as they move into adulthood.

The tenant agrees to use the property for the sole purpose of operating the employment and training program for adults and children. It will operate Monday through Friday. Designated office space shall be utilized from 8:00 a.m. until 5:00 p.m. There is no usage fee required of this tenant. There may be additional fees charged at the regular inside-city rate for any special events sponsored by Polk Works that take place at the center outside of the regular operating hours.

The City Commission approved the first lease with Polk Works on June 25, 2007 for a term to expire on June 30, 2009. Renewal of the lease was overlooked by staff and by the tenant. For funding purposes, Polk Works has requested that the term of the lease reflect their fiscal year, July 1 to June 30.

The City's Human Resources Director has reviewed and approved the lease requirements for insurance coverage.

FISCAL IMPACT

There is no cost to the City if this lease is approved.

OTHER OPTIONS

Deny approval of the lease agreement; however, by not approving the agreement, this organization will need to find another facility to run this program.

ATTACHMENTS

Lease Agreement; Program Information

LEASE AGREEMENT
Between
POLK WORKFORCE DEVELOPMENT BOARD, INC. d/b/a POLK WORKS
And
THE CITY OF LAKE WALES, FLORIDA

This lease is between the City of Lake Wales, herein after referred to as the OWNER, and Polk Works, hereinafter referred to as the TENANT, under the following terms and conditions:

1. **PROPERTY:** The Owner hereby leases to the TENANT that part of a building located at 315 Martin Luther King Blvd., Lake Wales, Florida described as: The James P. Austin, Jr., Community Center, 1 space.
 2. **TERMS:** This lease shall be for a specified period of time beginning on July 1, 2009 and ending on June 30, 2011. Either party shall reserve the right to terminate the lease prior to the end of the term, by providing written notice of its election to terminate to the other party at least sixty (60) days prior to the effective date. An exception to the provision would be if the contract between the Tenant and the funding agency were terminated.
 3. **USES:** The TENANT agrees to use the property for the sole purpose of operating the employment and training program for adults and children. This program shall operate on a daily basis Monday through Friday. The Program Coordinator and staff shall use the designated office space from 8:00 a.m. until 5:00 p.m. Any request for hours other than the normal operating hours must be made to and approved by the OWNER.
- Both parties agree to comply with the Title VI and VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. Specifically, in carrying out the Lease Agreement, neither party shall discriminate in any way as to race, creed, or color, or in any other respect in carrying out the terms of this Lease Agreement which would violate the aforementioned acts.
4. **ORDINANCES & STATUTES:** The TENANT shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force or which may hereinafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by the tenants.
 5. **USAGE FEE:** There will be no usage fee.

6. INDEMNIFICATION: The Tenant shall indemnify and hold harmless the owner and its employees and agents from and against all liabilities, claims, suits, demands, losses and expenses including reasonable attorney's fees and court cost arising out of or in the course of this lease which is caused in whole or in part by and any act of the TENANT, anyone directly or indirectly employed by the TENANT or any whose act the TENANT may be liable, whether or not it is caused in whole or in part or other fault of a party indemnified.

7. MAINTENANCE: The TENANT accepts the premises in the condition they are in at the beginning of this lease, and agree to maintain said premises in the same condition, excepting only reasonable wear and tear arising from the use thereof under this agreement.

The TENANT shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the written consent of the OWNER. All permanent fixtures are to remain with the building. All maintained concerns are to be reported to the building coordinator.

8. INSURANCE: The TENANT shall maintain, at all times, the following minimum levels of insurance and shall, without in anyway altering their liability, obtain, pay for, and maintain insurance for the coverage and amounts of coverage not less than those set forth.

a. Worker's Compensation - in compliance with the state and federal laws.

b. Comprehensive Automobile Liability - \$1,000,000.00 combined single limits of liability for bodily injuries, death and property damage resulting from anyone occurrence, including the following coverage:

1. Premises and Operations; and

2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (Specifically covering but not limited to the contractual obligations assumed by the organization.

3. Personal injury (with employment and contractual exclusions deleted): and Broad Form Property Damages coverage.

The TENANT shall provide to the OWNER original Certificates of Insurance satisfactory thereof to evidence such coverage before operations commence.

The OWNER shall be named as an additional insured on all policies related to the lease, excluding Workers Compensation and Professional Liability. Such policies provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar day written notice to the OWNER.

All insurance shall be written with a company having an A.M. Best rating of at least the "A" category and size categories of VII.

9. UTILITIES: The OWNER is responsible for utilities, including but not limited to electric, gas, garbage, water, sewer, and security for the facility and shall pay the same to the authorized agencies. Telephone services will be provided by the TENANT, who is responsible for payment of the same.

The TENANT shall be responsible for removing garbage or refuse from the facility to nearby dumpster. The TENANT shall also be responsible for normal daily clean up of the TOP area. The TENANT shall provide supplies for such cleaning.

10. DAMAGE BY FIRE OR OTHER CASUALTY: If the property is damaged by fire or other casualty, to such an extent that it is rendered unsuitable for a lease in whole or in substandard, part, the OWNER shall have an option to cancel the lease, or repair the lease to substantially its former condition.

The OWNER shall give notice of its election to the TENANT within ten (10) days after the occurrence of such damage. If the OWNER shall elect to repair the building, the OWNER, shall include in such notice good faith estimate of the date upon which such repairs shall be completed. The TENANT shall have no liability for rent accruing from the date of such actual completion (if ever) of such repairs.

11. DEFAULT: It is expressly understood that any time in the event the TENANT is declared in default of any provisions contained herein that the OWNER shall be entitled at its option, to terminate the parties' interest hereunder, whether during the initial lease term or during the extension thereof.
12. WAIVER: No failure of the OWNER to enforce any term hereof shall be deemed to be a waiver.

13. OTHER REQUIREMENTS: The TENANT shall maintain strict oversight and control of participants in the program as not to interfere or disturb other occupants in the facility. Fighting, littering, vandalizing, destroying or damaging City property is prohibited. Verbal abuse, assault, sexual harassment, threatening of participants or the public will not be tolerated. The Program Coordinator shall be responsible for reporting any occurrence or incident which would defy any of the above prohibitions.

Neither party shall attempt to assign this part of this lease agreement or any responsibility provided in this agreement to a third party without the mutual written consent of both parties.

This lease contains the entire agreement between the parties and may be modified only by an addendum to this lease or by a new lease in writing signed by the OWNER and TENANT.

In witness thereof, the parties hereto have set their hands on the day and year first written above.

ATTEST:

OWNER

By: _____
City Clerk

By: _____

Date: _____

TENANT

POLK Workforce Development Board,
Inc.

By:

Executive Director

By:

Special Projects Manager

Date:
