

MEMORANDUM

DATE: January 14, 2013

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: James Slaton, Public and Support Services Director

SUBJECT: Lease of Office Space to Florida House Representative Mike La Rosa

SYNOPSIS: Staff is requesting Commission approval to lease office space within the City Administration building to Florida House Representative Mike La Rosa

RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve the lease of office space within the City Administration building to Florida House Representative Mike La Rosa.

BACKGROUND

The existing lease with Representative Mike La Rosa will expire on January 31, 2014. Provisions within the current lease allow for two (1) one-year renewals if both parties mutually agree to renew the lease; however, the existing lease is based upon a fixed dollar value only and does not provide the flexibility to add or remove additional office space. The new lease will assign a dollar value for each square foot of office space, should additional office space be requested.

OTHER OPTIONS

Do not approve the lease as proposed.

FISCAL IMPACT

The lease will generate \$2,916 in annual revenue.

ATTACHMENTS

Proposed lease

General Lease
Florida House Representative Mike La Rosa
City of Lake Wales
201 W Central Ave
Lake Wales, Florida 33853

City of Lake Wales, 201 W Central Ave, Lake Wales, Florida 33853, ("Lessor"), hereby leases to:

Name: The State of Florida by and through the Honorable Mike La Rosa, Florida House Representative ("Lessee")

Rent of Office within: 201 W. Central Avenue, Lake Wales, Florida 33853 (the "Premises")

Monthly Rent: \$243.00 and \$1.45 per S.F. for any additional "designated space" granted to Lessee during the term of the lease

Commencing: February 1, 2014

Lessee Agrees to notify Lessor in writing of any change in Address or Phone Number.

This Lease is made and entered into this 1st day of February, 2014, by and between the Lessor and the above listed Lessee. Lessor agrees to allow the Lessee to use and occupy certain "designated space" within the Premises subject to the terms and conditions as set forth in this Agreement. The designated space is as follows:

Space Room 111 - 168 S.F.

TOTAL - 168 Square Feet of leased space

Lessor may grant additional designated space to Lessee during the term of the lease and Lessor reserves the right to re-assign the designated space allocated to Lessee as needed.

Term: The term of this Agreement shall begin on February 1, 2014 and end on the 31st day of January 2015.

Renewal: The Lessee, at his option and if budgetary funding is available from the State of Florida, may renew the term of this Lease in accordance with the same terms and conditions as are contained in this Lease, for two (2) additional terms.

Payment: In consideration for use of the designated space and access to the Common Area Restrooms, Lessee shall pay Lessor all of the following mandatory charges. All payments are to be made at the Premises address stated above. Lessor may amend the charges with 20 days written notice. No monthly billing.

Rent and Sales Tax: Lessee shall pay Lessor monthly rent in the amount of \$243.00 and applicable sales Tax on the 1st day of each month without notice, demand, deduction or offset. Base rental shall increase by the amount of the CPI for each successive renewal. There will be NO PRORATION OR REFUNDS for pre-paid rental payments for unused periods less than thirty (30)days.

Late Charge: If Lessee does not pay any monthly installment of rent when due, access to the unit will be denied on the tenth day delinquent and a lock will be

placed barring access to the designated space. Lessee will be required to pay Lessor late charges, plus sales tax in addition to the rent as follows:

10 days late: \$25.00 late charge, plus \$25.00 for each additional month thereafter that the installment is unpaid. In addition, a lock cutting and inventory fee, in the amount of \$25.00 will be charged after these services have been performed.

Returned Checks: If any of Lessee's checks are returned for insufficient funds or for any other reason, Lessee shall pay Lessor a service charge of \$25.00 plus any collection fees, and the rent will be considered delinquent until the dishonored payment has been satisfied.

Clean-up Charges: If Lessee does not return the space to Lessor in "Broom Clean" condition and/or if Lessee leaves garbage or materials requiring disposal, the Lessee shall pay Lessor, on demand, a \$300.00 clean-up charge. Lessee is responsible for his own garbage removal.

Hours of Access: The hours this office will be accessible will be the normal hours of operation of the Premises (the Municipal Administration Building).

Signs: No signs shall be placed on the building without first obtaining the consent of Lessor as to size and placement of such signs. Consent shall not be unreasonably withheld.

Inspection: Lessor will have at all times the right to enter the property with reasonable notice, except in cases of emergency when such notice shall not be required. Lessor is to have a key code to enter the Premises at all times. Lessee grants Lessor the right to remove any security codes and locks without notice if Lessee is in default under this Lease and agrees that Lessor will not be responsible for any claimed loss, rent or damage to any of Lessee's goods which may occur after Lessee's locks have been removed.

Authorized Users: Access will be limited to Lessee, his employees or agents identified by Lessee in a separate attachment to this Lease.

Termination and Cancellation: If the Premises is destroyed by fire or other casualty as to render it unusable, Lessor may terminate this lease and payment for the designated space rented will be made only to the date of the fire or casualty. The Lessor will have no responsibility to Lessee due to the unavailability of the Premises as a result of fire or other casualty. If Lessee becomes insolvent or if bankruptcy proceedings are filed by or against the Lessee, this Lease shall terminate. If Lessee breaches any of the provisions of this Lease, Lessor may terminate this Lease effective immediately without notice of any type.

Expenses: Lessee shall pay Lessor any and all expenses incurred by Lessor in enforcing its rights under this Lease, including reasonable attorney's fees.

Utilities: Lessee is to pay all phone, fax and communication service expenses. Lessor shall pay water and electric expenses.

Cleaning of the Designated Space and Refuse Removal: Lessee shall be responsible for cleaning of the designated space. Refuse placed outside the office door at designated times will be collected and disposed of by the Lessor.

Insurance and Disclaimer: Lessee shall insure, at his own expense, his property stored in the Premises. The Lessee shall maintain a policy for fire, water damage and other perils including extended coverage insurance with theft, vandalism and malicious mischief endorsement for at least 100 percent of full replacement value of property stored. This insurance is for the benefit of the Lessee and Lessor. Lessee expressly agrees that carrier of such insurance shall be subrogated to any claim of Lessee against Lessor, Lessor's agents or employees. Lessee agrees that the Lessor is a landlord renting space for the Lessee's use and is not a bailor or warehouseman in the business of soliciting goods for hire. Lessee acknowledges that the Lessor does not have insurance covering Lessee or Lessee's stored property. It is hereby agreed that Lessor is not an insurer and it is not the intention of the parties that the Lease provides any form of coverage for any loss or damage sustained through burglary, theft, robbery, fire, water damage, mysterious disappearance, rodents, insects, acts of God, the active or passive acts or omissions of the Lessor or Lessor's agents or any liability on the part of Lessor by virtue of the Lease because of the relationship hereby established. The parties agree that Lessor does not accept Lessee's goods or property and is not liable in any manner for the safekeeping or condition of the same, nor is Lessor responsible therefor as a warehouseman. Specifically, but without limitations, Lessor shall not be responsible in any way for damage that may be claimed to cause loss or damage to the Lessee. Lessor shall not have or incur any liability for personal injury to Lessee, Lessee's agents or employees, or Lessee's property. Lessee agrees to indemnify the Lessor for any loss by all claims, including attorney's fees, incurred by Lessor. Property and Personal Injury Insurance of not less than \$300,000.00 with The City of Lake Wales listed as additional insured.

Lessor's Lien and Abandonment: Pursuant to Chapter 83 of the Florida Statutes, Lessor shall have a lien on all property, whether or not owned by Lessee, which is in the Lessee's designated space for rent. The Lessor's lien attaches as of the date which property is brought into the Premises or date Lessee takes possession of the designated space, whichever occurs first. The Lessor's lien is superior to any other lien or security interest, except for those which are perfected and recorded prior to the date of this Lease.

Assignment and SubLease: Lessee shall not assign this Lease or sublet the whole or any portion of the designated space rented hereunder without the written approval of the Lessor.

Condition and Alteration: Lessee acknowledges that the Premises which is the subject of this Lease is now in good condition and suitable for the purpose for which it is leased, and accepts the designated space in an "as is" basis. Lessee shall immediately notify Lessor of any fire (or other casualty), defects or dangerous conditions. Lessee shall keep the designated space in good order and condition and shall pay for any and all repairs to the building (office) arising out of negligence or willful misconduct of Lessee, its agents, employees, licenses, invitees or contractors. Lessee will make no alterations or additions to the leased space without the written permission of the Lessor and Lessee shall not subject the premises to any mechanic's lien. Any alterations will be made at Lessee's expense and shall become the property of the Lessor at the termination of this Lease. However, Lessor will have the right to compel Lessee, at the Lessee's expense, to remove any alterations, additions, or fixtures and return the designated space to the original condition.

Entire Agreement: This Lease is the entire agreement between Lessee and Lessor and may not be changed or amended orally. This Agreement shall be governed by Florida Law. Lessee waives the right to jury trial to resolve any litigation

resulting from this Agreement. The Agreement is binding and shall inure to the benefit of Lessor and Lessee and their respective heirs or legal representatives. Venue for any litigation arising out of this Agreement shall be in Polk County, Florida. If one or more of the provisions of this Lease are deemed to be illegal or unenforceable, the remainder of this Lease shall be unaffected and shall continue to be fully valid, binding and enforceable.

Date this 1st day of February 2014

LESSOR: CITY OF LAKE WALES

By: _____

ATTEST: City Clerk

LESSEE: State Representative, Mike La Rosa

By: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Mike La Rosa, who is personally known to me _____ or has produced the following Identification _____.

Notary Name & Seal _____