

MEMORANDUM

June 18, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Clara VanBlargan, City Clerk

RE: Lease Agreement Extension for Polk County Workforce Development Board, Inc. d/b/a/CareerSource Polk

SYNOPSIS: The Lease Agreement will allow CareerSource Polk (formerly Polk Works) to continue the Young Leaders program at the James P. Austin, Jr. Community Center until June 30, 2015.

RECOMMENDATION

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

1. Approve an extension of the lease agreement with Polk County Workforce Development Board, Inc. d/b/a CareerSource Polk to operate the Young Leaders program at the James P. Austin, Jr. Community Center for a term expiring June 30, 2015.
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. However, there may be fees charged at the regular inside-city rate for any special events sponsored by CareerSource that take place at the community center outside of the regular operating hours.

The City Commission approved an annual lease with the organization since June 2007.

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

From: [Joshua Giron](#)
To: [Clara VanBlargan](#)
Subject: Space agreement
Date: Tuesday, May 27, 2014 3:54:58 PM
Attachments: [LakeWalesYouthsitelease.doc](#)

Greetings, Ms. VanBlargan

I wanted to touch base with you regarding our continuing interest of our space at the James Austin Community Center where we (CareerSource Polk Young Leaders) serve the youth of the Lake Wales Community. It is time once again to renew our agreement for the new coming program year beginning July 1, 2014. We are interested in continuing our services for Lake Wales youth at your facility and would like to begin the process of completing the agreements and obtaining the necessary signatures. I have attached a copy of the current agreement for your reference. Please let me know what the next steps would be on our behalf. Please feel free to get in contact with me at my numbers provided below. We will be sending the agreement shortly with signatures on our end. Please let me know if we can continue the agreement for another year.

In addition we have changed our name from Polk Works to CareerSource Polk, a new statewide branding change for the workforce boards. The agreement will be under the same name, Polk County Workforce Development Board d/b/a CareerSource Polk.

Thanks and regards,

Noah Joshua Giron
Facilities Manager



careersourcepolk.com

600 N. Broadway Avenue Suite B

Bartow, Florida 33830

T (863) 508-2925 x 1125

F (863) 508-1601

M (863) 412-3676

joshua.giron@careersourcepolk.com

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

This lease is between the City of Lake Wales, herein after referred to as the OWNER, and CareerSource Polk, 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, 2014 and ending on June 30, 2015. 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: City of Lake Wales

By: _____
City Clerk

By: _____
City Manager

Date: _____

TENANT

POLK County Workforce Development
Board, Inc.

By: _____
President/CEO

By: _____
Vice President of Operations

Date: _____

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heacock Insurance Group, Inc. 1105 US Hwy 27 N. Sebring, FL 33870	CONTACT NAME: PHONE (A/C, No, Ext): (863) 385-5171 310	FAX (A/C, No): (863) 385-4130
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Polk County Workforce Development Board 600 N. Broadway, Ste # A & B Bartow, FL 33830	INSURER A : Catlin Insurance Co. LTD	
	INSURER B : National Fire & Liability Ins.	
	INSURER C : Chubb Group of Companies	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			0901700239	11/26/2013	11/26/2014	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			73APR280732	9/17/2013	9/17/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS	OTHER
C	Professional Liabili			6803-7420	11/26/2013	11/26/2014	1,000,000	7,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Insured Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012537935C-8	05/31/2012	05/31/2017	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

POLK COUNTY WORKFORCE DEVELOPMENT
BOARD INC
600 N BROADWAY AVE STE B
BARTOW FL 33830-3803

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.