

MEMORANDUM

August 11, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Katie Kinloch, Administrative Assistant

RE: Lease Agreement with the Dr. Joseph A. Wiltshire Foundation Inc. at the James P. Austin, Jr. Community Center

SYNOPSIS: Approval of the Lease Agreement with the Dr. Joseph A. Wiltshire Foundation Inc. will allow the Foundation to use the James P. Austin, Jr. Community Center the first Friday of every month (once per month) beginning September 5, 2014 and ending on September 4, 2015.

RECOMMENDATION

It is recommended that the City Commission consider taking the following action:

1. Approve the lease agreement with the Dr. Joseph A. Wiltshire Foundation Inc. to hold a monthly program the first Friday of each month (once per month) beginning September 5, 2014 and ending on September 4, 2015.
2. Authorize the City Manager to execute the agreement.

BACKGROUND

The City has entered into several partnerships with local organizations to provide educational and recreational programs for the community. The Dr. Joseph A. Wiltshire Foundation Inc. is requesting the approval of the City Commission to hold a monthly educational and recreational program at the James P. Austin Community Center for the seniors in the community. The requested dates are the first Friday of each month (once per month) beginning on September 5, 2014 and ending on September 4, 2015. The requested hours of use would be from 4:30 p.m. to 10:00 p.m.

The Dr. Joseph A. Wiltshire Foundation Inc. is also requesting that no user fee is charged and no charges for city staff. Ms. Linda Kimbrough is a Dr. Joseph A. Wiltshire Foundation Board member has access to the building under an agreement with the City and the Lake Wales Police Athletic League, Inc. Any request for hours other than those identified in the agreement hours must be made to and approved by the City Manager.

FISCAL IMPACT

No in-kind services provided by the City.

OTHER OPTIONS

Deny approval of the lease agreement.

ATTACHMENTS

Lease Agreement
Foundation Program Flyer

LEASE AGREEMENT
Between
Dr. Joseph A. Wiltshire Foundation, Inc.
and
City of Lake Wales, Florida

This Lease is entered into by and between the City of Lake Wales, a Florida municipal corporation, hereinafter referred to as the OWNER, and the Dr. Joseph A. Wiltshire Foundation, Inc., a Florida not-for-profit corporation, hereinafter referred to as the TENANT, under the following terms and conditions:

1. **PROPERTY:** The OWNER hereby leases to the TENANT a portion of the OWNER's building located at 315 Martin Luther King Blvd, Lake Wales, Florida, known as: the James P. Austin, Jr., Community Center. The portion leased hereby is a banquet hall.
2. **TERMS:** This Lease shall be for the period of time beginning on September 5, 2014 and ending on September 4, 2015. Either party reserves 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 date of termination.
3. **USES:** The TENANT agrees to use the property for the sole purpose of presenting educational and recreational programs for the seniors in the community. This program shall be conducted on a monthly basis, the first Friday of the month. The Program Coordinator and staff shall use the designated banquet hall from 4:30 p.m. until 10:00 p.m. Any request for hours other than those in this agreement must be made to and approved by the OWNER.

Both parties agree to comply with the provisions of Title VI and VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.

4. **ORDINANCES and STATUTES:** The TENANT shall comply with all statutes, Ordinances and other requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the premises, occasioned by the use or otherwise affecting the use thereof by the TENANT.
5. **STAFF CHARGE AND USAGE FEE:** There will be no staff charge or usage fee. A deposit of \$164.75 will be paid before the first use and returned to the TENANT at the end of the program.
6. **INDEMNIFICATION:** The TENANT shall indemnify and hold harmless the OWNER and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney's fees and court costs, arising out of or in the course of the use contemplated by this Lease which is caused in whole or in part by any act or omission of the TENANT, any act or omission of anyone directly or indirectly employed by the TENANT, or any act or omission for which the TENANT may be liable, whether or not it is caused in whole or in part by the 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 express written consent of the OWNER. All permanent

fixtures shall remain with the building. All maintenance concerns shall be reported to the City.

8. **INSURANCE:** The TENANT shall maintain, at all times, obtain, pay for, and maintain insurance for the coverage's and amounts of coverage not less than those set forth as follows:
 - 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 any one occurrence.
 - c. Comprehensive Premises Liability 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; and
 3. Personal injury (with employment and contractual exclusions deleted; and
 4. Broad Form Property Damages coverage.

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

The OWNER shall be named as an additional insured on all policies related to the Lease, excluding Workers Compensation. Such policies shall 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. Telephone services will be provided by the TENANT, which shall be responsible for payment for the same.

The TENANT shall be responsible for removing garbage or refuse from the facility to the nearby dumpster. The TENANT shall also be responsible for normal clean up of the leased 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 part, the OWNER shall have the option to cancel the Lease, or repair the leased premises 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 a 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 damage or casualty to the date of completion (if ever) of such repairs.

11. **WAIVER:** No failure of the OWNER to enforce any term hereof shall be deemed to be a waiver.

12. **OTHER REQUIREMENTS:** The TENANT shall maintain strict oversight and control of participants in its program so as not to interfere or disturb other occupants in the facility.

Fighting, littering, vandalizing, destroying or otherwise 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 violate any of the above prohibitions.

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 whereof, the parties hereto have set their hands and seals on the day and year first written above.

ATTEST:

OWNER

By: _____
City Clerk

BY: _____
City Manager

Date: _____

TENANT

J.A. Wilshire Foundation Inc.

BY: _____
President

Date: _____



Every 1st Friday from August 1st 2014

September 5th 2014

October 3rd 2014

November 7th 2014

December 5th 2014

Lake Wales FL 33853

Description

First Friday is a monthly get together on Dr. Martin Luther King Jr Blvd @ the James P Austin Center in Lake Wales Fl. The mission is to help people meet up with friends and other business associates. The free event in North West Lake Wales has several guest charities to speak in an Economic Business meeting (one hour) and lively entertainment follows their presentation around 6:30.

Take part in the excitement surrounded by business music food and games and up-beat Friday night life scene. The patrons and vendors will provide a safe, friendly atmosphere for you to enjoy this North West downtown celebration.

First Friday, an event organized by the Wiltshire Foundation to create an atmosphere for all concerned Non-Profit, City leaders Churches, Hospital Administrators, School Administrators, Police Fire, and the local Chamber of Commerce.

Information

James P. Austin Community Center
315 Dr. Martin Luther King Jr. Blvd., Lake Wales, FL, 33853
North West Lake Wales Event Hours

5:30 - 10PM

Contact: The Wiltshire Foundation Inc. 863 438-6307

Email: jawiltshire00@gmail.com