

Memorandum
The Martin Luther King Jr.
Community Center



To: Thomas Thomas, City Manager
Date: June 1, 2016
Subject: Lease agreement

Attached is the proposed lease agreement with The Two Rivers YMCA for the fiscal year 2016/2017. Two Rivers will occupy 800 sq. ft. at a cost of \$5,200/yr within the Martin Luther King Jr. Community Center. The lease will become effective on July 1, 2016 and terminate June 30, 2017. Renewal terms will begin to be negotiated no less than 60 days before the termination date.

Occupancy within the King Center offers the opportunity for the organizations to collaborate and enhance existing services.

Recommendation: The Martin Luther King Jr. Community Center recommends that City Council approve the proposed lease agreement with The Two Rivers YMCA for fiscal year 2016/2017 and authorize the City Manager to execute the contract documents.

Submitted By: Gerald Jones, MLK Director

Approved By: Thomas Thomas, City Manager

LEASE AGREEMENT

This Agreement entered into this _____ day of _____, by and between the **CITY OF ROCK ISLAND, ILLINOIS**, (hereafter referred to as "Lessor") and **TWO RIVERS YMCA** 2040 53rd Street, Moline, IL 61265 (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, the Lessor has space in the Martin Luther King Community Center Building, located at Ninth Street and Seventh Avenue, Rock Island, Illinois available for leasing; and

WHEREAS, the Lessee desires to lease said space consisting of 800 square feet; and

WHEREAS, the Lessor is willing to lease to the Lessee the above described office space under certain terms and conditions as hereinafter set forth:

IT IS THEREFORE STIPULATED, COVENANTED AND AGREED by and between the parties hereto in consideration of the mutual covenants contained herein as follows:

1. The Lessee agrees to rent said premises and agrees to pay rent including security monitoring services, in the amount of Five Thousand Two Hundred Dollars (**\$5,200**) payable in monthly installments in the sum of Four Hundred Thirty Three Dollars (**\$433.00**) beginning on **July 1, 2016** due and payable on the first day of each month during the term of this lease.

2. That the term of this lease shall be for a period of twelve (12) months beginning the *1st day of July, 2016 and ending June 30, 2017*. This Agreement shall continue thereafter until either the Lessor or the Lessee terminates it, effective the last day of any month, by written notice to the other party sixty (60) days prior to said date. Either party may, not earlier than 60 days prior to any renewal date, provide written notice of any proposed amendments or modifications to the Agreement, and the parties agree to negotiate in good faith the terms of any such amendment. In the event the parties cannot mutually agree on acceptable terms, the Agreement shall terminate. In the event the parties fail to provide notice of any proposed amendments to this Agreement within the period specified before the renewal date, the then-existing terms of the Agreement shall remain in full force and effect for the next one-year renewal period unless the Agreement is otherwise terminated.

3. The Lessee covenants with the Lessor that, at the expiration of the term of this lease, Lessee will yield up the premises to the Lessor without further notice, in the same condition as when Lessee took possession thereof except for ordinary wear and tear.

4. The Lessee further covenants that the Lessor shall have free access to the premises hereby leased for the purpose of examining or exhibiting the same, or make any repairs, which the Lessor may see fit.

5. The Lessee agrees to take affirmative action to carry out the provisions of Title VI of the Civil Rights Act which provides that no person shall on the ground of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subjected to discrimination in the programs conducted by the Lessee, and to submit to the Lessor for approval the Lessee's affirmative action program.

6. Lessee further agrees not to assign or sublet any portion of the leased premises or make any alterations, amendments or additions to the premises, or install any electrical appliances, including but not limited to refrigerators, copying machines, air conditioners, or heaters, without the written consent of the Lessor, and that neither the Lessee nor his legal representatives nor employees will use said premises for any purpose calculated to injure or deface the same, or to conduct any business for private profit or political activity.

7. The Lessee agrees that he will keep the leased premises in clean and healthful condition, in accordance with the ordinances of the City of Rock Island and laws of the State of Illinois.

8. The Lessor agrees to furnish heat, air conditioning, lights and electrical power to the premises. Lessor agrees to furnish certain janitorial services, to wit: regular vacuuming, cleaning and care of the carpeted floors; care of the main corridor adjacent to the rented space; care of the restrooms which are available to employees and clients of the Lessee during the regular work hours; and trash disposal. The Lessor agrees to keep the building and lot in a good state of repair, and maintain it in a clean and healthful condition, in accordance with the ordinances of the City of Rock Island and the State of Illinois.

9. Lessee agrees to be responsible for the direct payment of the following utilities in relation to the premises: telephone, internet and cable. Lessee agrees that any improvements, alternations or additions to the premises after said Lessee has taken possession thereof, shall be at

the expense of the Lessee and shall become the property of the Lessor upon the termination of this Lease, including inner office doors and additional internal office partitions. No physical changes shall be made by the Lessee without the express approval of the Lessor in including hanging drapes, curtains or shades and posting office identifications and hours open signs. Any such approved work will be done by personnel of the Lessor, or by contract by the Lessor, with the Lessee being billed for the cost.

10. Lessee agrees to indemnify and hold harmless Lessor and its employees, agents and contractors from any and all claims or cause of action that might arise as a result from their use of the rented facility including but not limited to any claim resulting from the action of Lessee's employees, agents or other persons coming to the property to conduct business with Lessee or as an invitee of Lessee. Lessee further agrees to have adequate liability insurance coverage in the minimum amount of \$1,000,000.00 to cover said exposure with the Lessor being listed as an additional insured on said insurance policy. Lessee shall not be responsible for any damage to the leased premises covered by Lessor's building insurance. Lessee shall provide a copy of the above referenced liability insurance policy to Lessor at the time of execution of the lease. The insurance policy shall name the Lessor as an additional insured and shall include a provision that Lessor shall receive at least 30 days advance notice of any cancellation of the policy.

11. Lessee shall be solely responsible for any personal property of lessee stored, kept or housed on the leased premises and Lessee shall be responsible for keeping and maintaining insurance coverage to cover Lessee's property or any property of another which Lessee causes or allows to be brought onto the property. Lessee agrees to indemnify and hold harmless Lessor for any claim for damage to Lessee's property or property of any third party which Lessee has caused to be stored upon or present at the leased premises"

12. It is agreed between the parties, that if default shall be made in payment of rent set forth above, or any part thereof, or in any of the covenants or agreements herein contained to be kept by the Lessee, the Lessor shall first make written demand upon Lessee to cure the default of which Lessor is complaining. Said demand shall specify each and every event of default complained of and shall afford Lessee the opportunity to cure the same as herein provided within thirty-days (30) after Lessee's receipt thereof. In the event the aforesaid default or defaults are not cured within said thirty (30) day period, then in that event it shall be lawful for the Lessor or its legal representatives to reenter into and upon

said premises, or any part thereof, either with or without process of law, and repossess the same. In order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay any time of the same day or at any time on any subsequent day shall be sufficient; and after such default shall be made, the Lessee and all person in possession under said Lessee shall be deemed guilty of forcible detainer of said premises under the statute.

IN WITNESS HERETO, the party has hereunto set their hands and seals the day and year first written above.

City Of Rock Island 1538 – 3rd Street,
Rock Island, Il 61201

Two Rivers YMCA 2040 53rd Street,
Moline, Il 61265

By : _____

By: _____

(Date) _____

(Date) _____

ATTEST:

By: _____

(Date) _____