

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: J- 1

1 DEPARTMENT MAKING REQUEST

Facilities Management

2 MEETING DATE

6/24/2014 9:00:00 AM

3 REQUESTED MOTION/ACTION

Approve Lease, Renovation and Usage Agreements for the Grace Street Annex, 512 Grace Street, for long-term use by the Punta Gorda History Center, and approve a Resolution authorizing the Chairman to execute the Lease, Renovation and Usage Agreements.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - No

Budget Action
No action needed.

Financial Impact Summary Statement

Detailed Analysis Attached - No

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Charlotte County owns the former Health Department and Human Services buildings currently known as the Grace Street Annex. While the former Health Department wing is being used by a non-profit tenant and County staff, the former Human Services wing remains vacant with no immediate plans for County use. The Punta Gorda History Center has expressed a desire to enter into agreements with the County for lease, substantial renovation and long term use of the former Human Services space as a historical museum and archive center focusing on the Punta Gorda area.

Approval of Lease, Renovation and Usage Agreements will enable the Punta Gorda History Center to further their mission and vision to promote historical research; accept, preserve and house historical archives; promote public historical knowledge and interest; and, generally foster the preservation of the rich history of the Punta Gorda area. PGHC's strategic plan is to acquire the financial resources to take on this project through a diverse capital fundraising campaign.

Charlotte County Community Services Department, through the Historical Division, collaborates with many local historical groups and looks forward to the opportunity to work in conjunction with the PGHC to further the preservation, appreciation and educational opportunities about Charlotte County's history.

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> Lease Agreement Final Novus.pdf	Lease Agreement	Backup Material
<input type="checkbox"/> Renovation Agreement Final Novus.pdf	Renovation Agreement	Backup Material
<input type="checkbox"/> PGHC Usage Agreement FINAL for Novus.pdf	Usage Agreement	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT, (hereinafter the "Lease") is entered into this ____ day of _____, 2014, by and between Charlotte County, a political subdivision of the State of Florida (the "County"), 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "LESSOR," and Punta Gorda History Center, Inc., a Florida Non-Profit Corporation, 223 Taylor Street, Punta Gorda, Florida 33950 ("PGHC"), hereinafter called the "LESSEE."

WITNESSETH:

WHEREAS, LESSOR desires to lease to LESSEE, and LESSEE desires to lease from LESSOR, the property known as the Grace Street Annex located at 512 E. Grace Street, Punta Gorda, in Charlotte County, Florida (the "Property"); and

WHEREAS, the parties hereto desire to enter into this Lease to make efficient use of their power and resources, and to provide for the best interests of LESSOR and LESSEE; and

WHEREAS, the parties have entered into a "Usage Agreement," related to the Lease attached hereto and incorporated herein by this reference as Exhibit "A."

WHEREAS, the parties have entered into a "Renovation Agreement" related to the Lease attached hereto and incorporated herein by this reference as Exhibit "B".

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the parties hereto agree as follows:

1. PREMISES. The LESSOR hereby leases the Property to the LESSEE, for the term and under the conditions hereinafter set out, having an area of approximately 2,267 square feet of space, the boundaries and location of the entire Leased Premises are shown on the current existing floor plan diagram attached hereto as Exhibit "C".

2. TERM. The term of this Lease shall commence on the first business day following final inspection/approval by the City of Punta Gorda Building Department of the LESSOR'S demolition/removal of the existing interior walls, finishes and fixtures at the Property pursuant to the Renovation Agreement attached hereto as Exhibit "B". LESSOR shall commence said demolition/removal on or before August 1, 2014 and shall complete same on or before September 30, 2014. LESSOR shall provide LESSEE with notice in writing of the demolition completion and final inspection/approval by the City of Punta Gorda within two business days of receiving same. Upon commencement, the initial term of this Lease shall be for 60 months. During the 59th month, LESSOR shall evaluate the compliance by LESSEE with the terms of the attached Usage Agreement. If LESSOR finds LESSEE to be in compliance therewith, LESSOR shall extend to LESSEE the option to renew this Lease for an additional 120

months. In the 119th month, LESSOR shall again evaluate the compliance by LESSEE with the terms of the attached Usage Agreement, and if LESSOR finds LESSEE to be in compliance, LESSOR shall extend to LESSEE the option to renew this Lease for an additional 120 month term.

3. RENT. The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR the above described Leased Premises for the term set out in this Lease. LESSEE shall pay to the LESSOR for each year of the term of this Lease the sum of Ten Dollars and no/100 (\$10.00). The initial payment under this Lease shall be due on the commencement date set forth in Paragraph 2 herein above, and on the same date each year thereafter until expiration of said term.

4. USE OF LEASED PREMISES/PURPOSE. LESSEE will use the Leased Premises to promote historical research; accept, preserve and house historical archives; promote public historical knowledge and interest; and, generally foster the preservation of the rich history of the Punta Gorda area as set forth in the Usage Agreement attached hereto as Exhibit "A"; together with any other lawful purpose necessary to conduct its operations at the Leased Premises, and will make no unlawful, improper or offensive use of the Leased Premises or any use or occupancy thereof contrary to the laws of the State of Florida or Charlotte County. Regarding the areas of the Property that are not part of the Leased Premises, and that are not specifically leased by another tenant, LESSEE shall be able to use these "Common Areas" in accordance with County policies for reasonable use associated with leasing the Leased Premises. The Common Areas shall include, but are not limited to: the parking lot and open space. Should LESSEE desire to use the Common Areas for a special use, or after normal business hours, such use shall require the consent from LESSOR or its designee. Special use of the Common Areas shall be on first come first served basis, with the ultimate discretion as to granting of the Special use given to the LESSOR. In addition to standard usage rates, LESSOR reserves the right to charge a Special Event fee to reimburse LESSOR for any additional costs associated with the Special Event, including but not limited to costs associated with: security, set-up and tear-down, clean-up, county personnel, or increased utilities costs.

5. IMPROVEMENTS. The parties agree that certain improvements and renovations are needed at the Leased Premises, and as such, the parties have entered into a Renovation Agreement (Exhibit "B"). Upon completion of the said renovations, any improvements and renovations at the Leased Premises thereafter shall be performed solely by LESSEE. LESSEE agrees to pay for any and all costs for any future improvements or renovations to the Leased Premises and further agrees to pay for said improvements and renovations in accordance with the provisions of Sections 218.70 through 218.80 Florida Statutes, the Local Government Florida Prompt Payment Act. No improvements or renovations shall be constructed or performed by LESSEE without the written consent of LESSOR. At the termination of this Lease, any improvements, renovations or structures constructed or erected by or on behalf of LESSEE in, on or to the Leased Premises shall become or remain the property of LESSOR.

6. MAINTENANCE AND REPAIRS. The LESSEE shall, during the term of this Lease, keep the interior of the Leased Premises in a good state of repair, reasonable wear and tear excepted. The LESSEE shall maintain the Leased premises in a clean,

neat condition and shall not accumulate or permit the accumulation of any trash, refuse or debris, excluding such trash or refuse placed in an appropriate location for collection, or of anything that is unsightly or which creates a fire hazard or nuisance to adjoining properties. In addition, LESSEE shall not commit waste on the Leased Premises nor maintain, commit, or permit the maintenance or commission of a nuisance thereon. The LESSEE shall not allow the storage or use of property, equipment or vehicles not associated with the operation of the LESSEE'S business. There shall be no living quarters, nor shall anyone be permitted to live or cook within the Leased Premises, or store personal property thereon. LESSEE shall conform to all applicable laws and ordinances including any existing rules and regulations of LESSOR respecting the use or occupancy of the Leased Premises. LESSEE shall be responsible for janitorial services and interior maintenance of the Property except LESSOR will conduct periodic preventative maintenance service on the HVAC system in accordance with industry standards. Unless otherwise provided in this Lease, all other maintenance or repairs of the Property shall be the responsibility of the LESSEE, including HVAC repairs. LESSOR shall be responsible for all exterior maintenance of the Leased Premises, including routine maintenance or repair of the roof, exterior painting, parking lot repair and maintenance (including stripe markings), as well as the repair and maintenance of exterior water and sewer lines and connections downstream of water meter, (exclusive of stoppages), and landscape and turf maintenance. In the event an emergency situation arises requiring repairs and expenditures to allow for the continued operation of the facilities, LESSEE shall immediately contact and pay for appropriate, licensed tradespersons to effect necessary repairs and notify LESSOR early in the next business day.

7. HAZARDOUS WASTE. The LESSEE shall ensure that all hazardous wastes or any other contaminating materials are properly disposed of, that no improper disposal is made and that the Leased Premises shall be kept free and clear of any contamination. At the termination of the Lease Agreement, the LESSEE will be required to certify to the LESSOR that during the LESSEE'S possession, there has been no spillage of any hazardous waste materials. If the Leased Premises are contaminated by LESSEE during LESSEE'S possession, the LESSEE shall bear all costs and responsibility for the required clean up. In addition, the LESSEE agrees to comply with all applicable provisions of state and federal law regarding the storage and safe handling of any hazardous materials.

8. OPERATING EXPENSES. LESSEE is a start-up non-profit 501(c)(3) organization. LESSEE projects that it will require two (2) years of fund-raising grace period time to assume full coverage of any expenses it incurs commencing on the effective date of this Lease. LESSOR agrees to a two (2) year grace period as to the payment of electrical utility expenses beginning upon the commencement date of this Lease. The City of Punta Gorda has agreed to a two (2) year grace period as to the payment of water and sewer utility expenses (see the attached Exhibit "D"). The obligation to pay for, and authority to perform, direct and supervise capital equipment and capital improvements purchases at the Property shall remain with LESSOR during the term of this Lease and will not be considered operating expenses. LESSEE may submit an annual plan to LESSOR with its recommendation for capital equipment and capital improvements purchases to be accomplished during the year and shall be

accompanied by an estimate of the cost of all such items and projects and a request that LESSOR budget funds therefore. LESSOR shall retain the discretion to determine whether and to what level to fund capital equipment and capital improvements purchases. LESSOR shall be responsible for the cost of replacing capital asset equipment as listed in Exhibit "E" as needed for wear and tear. In the event equipment listed in Exhibit "E" needs to be replaced due to the proven negligence of PGHC, PGHC shall be responsible for the cost of replacement.

9. INDEMNIFICATIONS.

(a) LESSEE, agrees to be fully responsible to the limits set forth under Florida law for its own negligent acts or omissions, or intentional tortuous acts, and agrees to be liable to the limits provided by law for any damages proximately caused by said acts or omissions, or intentional tortuous acts. LESSOR shall not be liable to the LESSEE or any other person for any injury, loss or damage to property or to any person on the Leased Premises.

(b) Neither LESSOR nor LESSEE shall be liable to the other for any damage by or from any act or negligence of any co-tenant or other occupant of the Leased Premises, if any, or by any owner or occupant of adjoining or contiguous property.

10. INSURANCE. LESSEE shall obtain the following types of insurance in the following amounts and shall name Charlotte County ("County"), a political subdivision of the state of Florida, and its officers, agents, employees and volunteers as additional named insureds:

(a). A policy of general liability insurance approved by the County Risk Manager or designee (hereinafter "Risk Manager") of the County. Such insurance shall insure against claims for injuries to persons or damages to property which may arise from or in connection with the performance of PGHC duties under this Agreement by PGHC, its agents, representatives, employees, or subcontractors. The limits of such policy shall be no less than one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two million dollars (\$2,000,000).

(b). Workers' Compensation Insurance as required by law.

(c). A special events policy approved by the Risk Manager shall be obtained for any events held on the property. The special events policy shall contain a liquor liability endorsement for any event where alcohol is served. The limits of such policy shall be no less than one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two million dollars (\$2,000,000).

(d). All policies, except Workers Compensation, shall contain endorsements naming Charlotte County a political subdivision of the State of Florida, its officers, employees, agents and volunteers as an additional insured with respect to liabilities arising out of the PGHC's performance of duties under this Agreement. The additional insured endorsements² shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form

B) endorsement from ISO, CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later revisions used other.

(e). The PGHC shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. The PGHC hereby waives all rights of subrogation against the County. All insurance policies required shall be primary and not contributing to or in excess of any coverage County may choose to maintain. The PGHC agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the PGHC and the County or between the County and any other insured or additional insured under the policy.

(f). The PGHC shall provide a certificate of insurance and required endorsements to the County's Risk Manager evidencing the insurance required herein and will provide complete certified copies of the policies and endorsements immediately. Unless otherwise approved by the Risk Manager, insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Manager. In the event that any policy of insurance required under this Agreement does not comply with these requirements, is not procured or is cancelled and not replaced, the County shall have the right to immediately terminate this Agreement. Insurance requirements are subject to periodic review by the County. Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. REMEDIES FOR BREACH OF AGREEMENT. If LESSEE shall fail to perform, or shall breach, any part of this Lease, including the attached Renovation and Usage Agreements, LESSOR may institute an action in a court of competent jurisdiction to terminate this Lease or to compel performance of the agreement; provided, however, that the LESSOR provides written notice to the LESSEE of its failure to perform or breach of such agreement, and also provides fifteen (15) days from the LESSEE'S receipt of such written notice to cure, or to make reasonable steps to cure, such failure to perform or breach. In the event an action is initiated in a court of competent jurisdiction pursuant to this paragraph or in connection with any of the provisions of this Lease, the venue for such action shall be in Charlotte County, Florida.

12. NO WAIVER. The waiver by LESSOR or LESSEE of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

13. NOTICES. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to LESSOR:
County Administrator or designee
18500 Murdock Circle
Port Charlotte, FL 33948

If to LESSEE:
Punta Gorda History Center, Inc.
223 Taylor Street
Punta Gorda, FL 33950

14. RIGHT OF ENTRY. During the Lease Term, LESSOR may enter into and upon the Leased Premises for the purpose of inspecting the same and for the purpose of making any improvements or repairs as LESSOR may wish to make or is required to make under the terms of this Lease. PGHC shall demonstrate quality of maintenance of the facility based upon an annual review by the County. Except in the case of an emergency, LESSOR shall give LESSEE reasonable notice of any inspections, and such inspections shall take place during normal operating hours of the LESSEE.

15. SIGNS. LESSEE shall not place, or cause to be placed, any sign or signs on the Leased Premises in addition to those currently in existence without the written consent of LESSOR. Any of LESSEE'S signs must comply with the provisions of state and local law and shall be in conformity with local custom and be in good taste. LESSOR agrees that such consent shall not be unreasonably withheld.

16. AMERICANS WITH DISABILITIES ACT. The LESSEE and LESSOR mutually agree that any improvements or renovations including interior accessible routes and public exhibits performed or made at the Leased Premises shall conform, and be in compliance with, the requirements of the Americans With Disabilities Act.

17. FIRE AND OTHER HAZARDS.

(a). In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, LESSOR at its option may either repair the damage to the Leased Premises at its own cost and expense or terminate this Lease without penalty. Should the Leased Premises be only partly destroyed so that the major part thereof is still usable by the LESSEE, LESSOR, at its sole option, may permit LESSEE to continue with the Lease, or terminate the Lease without penalty.

(b). LESSOR shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. LESSOR shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal, prior to occupancy by the LESSEE, and at any time thereafter.

18. EXPIRATION OF TERM. At the expiration of the term, the LESSEE will peaceably yield up to the LESSOR the Leased Premises in good repair. It is understood and agreed between the parties that the LESSEE shall have the right to remove from the Leased Premises all personal property of the LESSEE and all machinery, equipment, and appliances placed or installed on the Leased Premises by it, provided the LESSEE restores the Leased Premises to as good a state of repair as they were prior to the removal.

19. ENTIRE AGREEMENT. This Lease and the Exhibits attached hereto incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no

commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document.

20. MODIFICATION OF AGREEMENT. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

21. SEVERABILITY. In the event any provision of this Lease shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

22. AUTHORITY TO EXECUTE. LESSEE warrants that it, and the person executing this Lease on behalf of them, have the right, power and authority to execute this Lease.

23. PROHIBITION AGAINST ASSIGNMENT WITHOUT LESSOR'S CONSENT. LESSEE shall not assign this Lease, or any interest therein or any right or privilege appurtenant thereto or to the Leased Premises, or allow any person other than LESSEE and LESSEE'S officers, agents, employees, licensees, invitees, or contractors, to occupy or use the Leased Premises or any part of them, without first obtaining the written consent of LESSOR. LESSOR 'S consent to one assignment or occupancy or use by a party other than LESSEE shall not be a consent to any subsequent assignment or occupancy or use by any other person. Any unauthorized assignment shall be void, and shall terminate this Lease at LESSOR'S option.

24. WAIVER OF DEFAULTS. The waiver by the LESSOR of any breach of this lease by the LESSEE shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

WITNESSES:

Punta Gorda History Center, Inc.

Signed By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Kenneth W. Doherty, Chairman

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Janette S. Knowlton, County Attorney
LR 14-2754 _____

Exhibit "A" to Lease Agreement

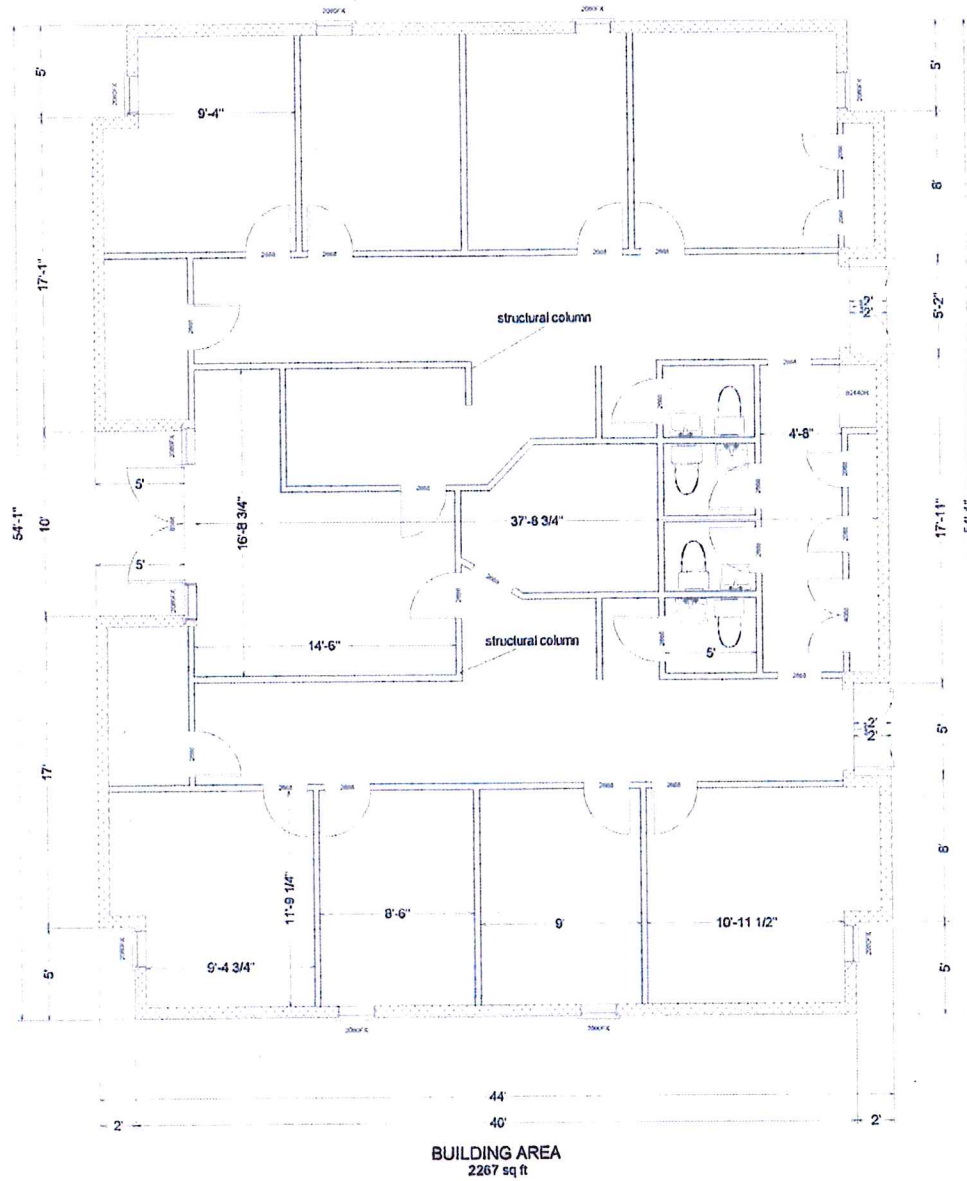
Usage Agreement

Exhibit "B" to Lease Agreement

Renovation Agreement

Exhibit "C" to Lease Agreement

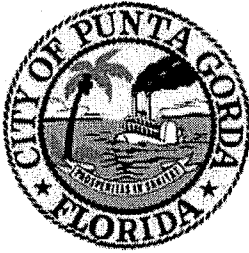
Existing Floor Plan Diagram



PRESENT SMALLER BUILDING FLOOR PLAN

Exhibit "D" to Lease Agreement

Confirmation of Grace Period Regarding Utilities



City of **Punta Gorda**, Florida

CITY HALL
326 West Marion Avenue
Punta Gorda, Florida
941-575-3369 Telephone
941-575-3365 Fax
www.pgorda.us

June 11, 2014

Punta Gorda History Center, Inc.
c/o Gene Murtha, President
223 Taylor Street
Punta Gorda, Florida 33950

Re: Letter of Agreement regarding Punta Gorda History Center Archives & Museum Utilities

Dear Mr. Murtha:

The City of Punta Gorda fully supports Punta Gorda History Center, Inc.'s establishment of an archives and museum at 512 E. Grace Street in Punta Gorda. Punta Gorda and Charlotte County have a unique and rich history that must be preserved for future generations.

The creation of a History Campus presents a tremendous opportunity for our community, and therefore the City of Punta Gorda has agreed to pay the monthly water and sewer utility charges for the first two years of the Center's operation with the understanding that Punta Gorda History Center, Inc. will reimburse the City for said charges over a period not to exceed two years. Punta Gorda History Center, Inc. will be directly responsible for payment of the water and sewer charges beginning with year three. City Council approved this action at their regular meeting on February 19, 2014.

Sincerely,

Howard Kunik
City Manager

cc: City Clerk
Punta Gorda History Center, Inc. Board of Directors
Charlotte County

EXHIBIT E

Capital Asset Equipment located at 512 East Grace Street

General Electric 277/480 volt 3 phase 100 amp 20 circuit panel

General Electric 120/208 volt 3 phase 100 amp 24 circuit panel w/main breaker

General Electric 15 KVA transformer

Rheem RLKB A120 10 ton RTU w/20kw heat

RENOVATION AGREEMENT

This Renovation Agreement ("Agreement") is entered into this ____ day of _____, 2014, by and between Charlotte County, a political subdivision of the State of Florida (the "COUNTY"), whose mailing address is 18500 Murdock Circle, Port Charlotte, Florida 33948, and Punta Gorda History Center, Inc., a Florida Non- Profit Corporation ("PGHC"), whose mailing address is 223 Taylor Street, Punta Gorda, FL 33950.

RECITALS

WHEREAS, the COUNTY desires to lease to PGHC, and PGHC desires to lease from the COUNTY, a portion of the property located at the Grace Street Annex, 512 E. Grace Street, Punta Gorda, Florida 33950, in Charlotte County, Florida (the "Property"); and

WHEREAS, the parties have entered into a Lease Agreement to make efficient use of their power and resources, and to provide for the best interests of the COUNTY and PGHC; and

WHEREAS, PGHC desires to renovate the Property and the COUNTY desires to facilitate the renovations; and

WHEREAS, the parties hereto desire under this Agreement to establish and clarify the respective duties of each party with respect to renovations to the Property.

NOW, THEREFORE, in consideration of their respective undertakings hereunder, the COUNTY and PGHC agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are made part of this Agreement.
2. COUNTY Obligations.
 - a. The COUNTY shall completely gut the building including the existing interior walls not part of the building structure, finishes, interior surfaces of exterior walls, insulation, lighting, wiring, exposed plumbing, ceiling and ceiling grid, and fixtures leaving only the building shell.
 - b. The COUNTY shall perform the roof maintenance at the Property.

- c. The COUNTY shall replace the electrical transformer and panels and the existing air conditioner at the Property at the end of their respective service lives as listed in Exhibit "A" and shall replace the windows and storefront with impact-resistant glass, meeting all building and insurance requirements. The electrical system may require an upgrade from the existing 100 amp panel to a 200 amp panel. In the event PGHC determines such an upgrade will be required, the increased costs associated with the purchase and installation of a 200 amp panel as opposed to a 100 amp panel shall be the responsibility of PGHC.

3. PGHC Obligations.

- a. PGHC will build out the Property upon removal of the existing interior walls, finishes and fixtures by the COUNTY generally pursuant to the design sketch that is attached hereto as Exhibit "B", and which may be amended and revised from time to time. The build out shall include FF&E and installation of specialized systems such as fire suppression and alarm, HVAC, IT service and distribution, and security. PGHC will make the Property ADA-compliant during the said build out, with respect to interior finishes and build out.
- b. However, PGHC understands that the COUNTY retains final approval on the renovation design and any changes thereto. All improvements shall be undertaken with required building permits including final approvals by the permitting agencies.
- c. PGHC will select the company which will perform the renovations.
- d. PGHC will insure that only licensed and insured contractors that are duly licensed in the State of Florida are hired to renovate the Property.
- e. PGHC will ensure that the contractor hired will add the COUNTY as an additional insured on their insurance plan during the renovation period and will provide the COUNTY with documentation reflecting same.
- f. PGHC understands that once the renovations begin, it shall be obligated to complete the renovation work in a timely manner. The projected completion period shall be no longer than a period of two (2) years from the commencement of the renovation work by PGHC. The renovation work by PGHC shall be commenced at such time as the County has completed its demolition of existing interior walls, and PGHC has raised

capital required to complete its work. In no event, however, shall the renovation work be commenced later than two (2) years from the commencement of the Lease.

- g. During construction, events, and operations, PGHC shall coordinate the use and location of outdoor space for equipment, staging and activities with County.
 - h. Force Majeure. Notwithstanding the aforementioned timelines, if PGHC is prevented from or delayed in performing its duties under this Agreement, in whole or in part, by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or government then PGHC shall be excused from performance hereunder during the period of such disability, provided that it promptly notifies Charlotte County of the existence of the Force Majeure event, and undertakes reasonable and practicable measures to mitigate the delay, or effects thereof, occasioned by the Force Majeure event. Force Majeure shall not include (i) increases in the costs associated with the construction or operation of the facility, or (ii) loss, reduction, or elimination of tax credits. PGHC shall promptly notify Charlotte County when the Force Majeure condition has terminated.
4. Other Approvals. This Agreement shall in no way obligate the COUNTY to approve any specific development on the Property not in accordance with all applicable laws, regulations and orders of public entities.
5. Legal. This Agreement represents the entire and integrated renovation agreement between the COUNTY and PGHC and supersedes all prior negotiations, representations, or agreements, either written or oral, which are not incorporated into this Agreement, and no modifications, amendments or alterations in the terms or conditions contained herein, shall be effective unless contained in a written document executed by both parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach. Furthermore, this Agreement shall not be construed more strictly against either party and the parties reserve all rights available by law to enforce this Agreement. In the event any provisions contained herein are deemed legally

invalid the remainder of this Agreement shall not be invalidated thereby provided the rights and obligations of the parties are not materially prejudiced and the intentions of the parties to be effected.

6. Effective Date. This Agreement shall be effective from the date upon which the last party hereto executes and shall remain in effect until the completion of all obligations contemplated herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

IN WITNESS WHEREOF, the COUNTY and PGHC have executed this Agreement on the date first written above.

WITNESSES:

Punta Gorda History Center, Inc.

Signed By: _____

Signed by: _____

Print Name: _____

Date: _____

Date: _____

Signed By: _____

Print Name: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:

Barbara T. Scott, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: _____
Kenneth W. Doherty, Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Janette S. Knowlton, County Attorney
LR 14-2754 _____

EXHIBIT A

General Electric 277/480 volt 3 phase 100 amp 20 circuit panel

General Electric 120/208 volt 3 phase 100 amp 24 circuit panel w/main breaker

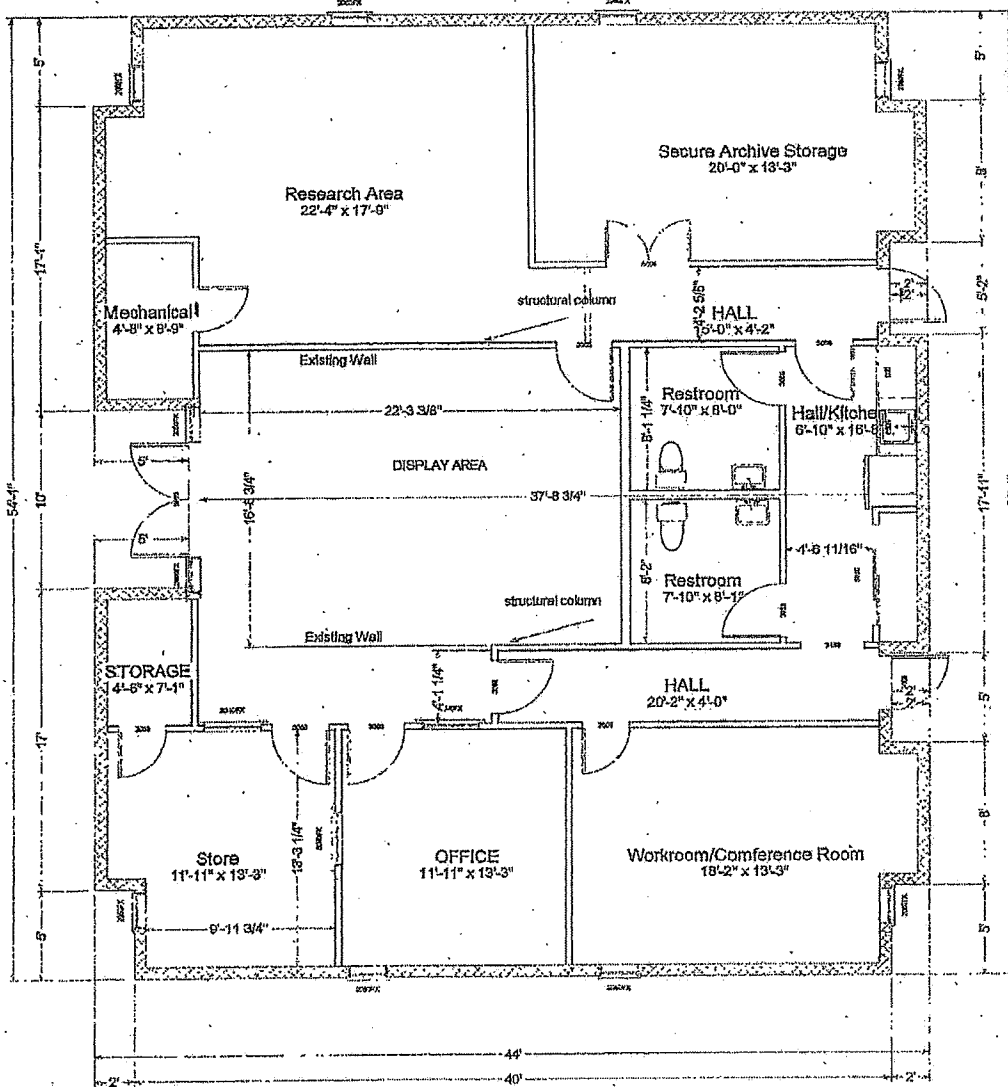
General Electric 15 KVA transformer

Rheem RLKB A120 10 ton RTU w/20kw heat

Exhibit "B" to Renovation Agreement

Estimated Design Sketch

Punta Gorda History Center
 Schematic Floor Plan for the
 Grace Street Annex, former Human Services Building



BUILDING AREA
 2269 sq ft

Edits in Red by PGHC Attorney Edward Wotitzky

Edits in Blue by Assistant Co. Attorney Joshua Moye

USAGE AGREEMENT

THIS USAGE AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 2014 between Charlotte County, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, FL 33948, hereinafter called "Charlotte County" and the Punta Gorda History Center, Inc., a Florida Non-Profit Corporation, 223 Taylor Street, Punta Gorda, Florida 33950, hereinafter called "PGHC".

WITNESSETH:

WHEREAS, PGHC has leased the property known as the Grace Street Annex, 512 E. Grace Street, Punta Gorda, in Charlotte County, Florida (the "Property") from Charlotte County under that certain Lease Agreement dated _____, 2014, (the "Lease") from which it will operate the Punta Gorda History Center (the "Center"); and

WHEREAS, the parties hereto desire to enter into this Usage Agreement to set forth the terms under which PGHC will operate the Center during the lease term under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the parties hereto agree as follows:

Section I – General Provisions

1. Purpose. Pursuant to the Lease and this Agreement, PGHC ~~intends to will~~ provide historical educational programs, engage in historical research projects, provide for the display of historic photographs and documents, and host speaking engagements to promote public knowledge and interest to foster the preservation of the rich history of the Punta Gorda area, and to provide for the operation of the Center.
2. Term of Agreement. This Agreement shall be in effect from _____, 2014 to _____, 20__ unless terminated in accordance with Section 1.4.
3. Renegotiation. Charlotte County reserves the right to renegotiate and amend this Agreement where applicable laws, regulations or budget allocations make changes in the Agreement necessary or desirable.
4. Violation. Any violation by PGHC of any provision of this Agreement or any applicable County, State or Federal Regulations shall be considered a breach of this Agreement. In the event Charlotte County asserts PGHC is in breach of this Agreement, written notice must be delivered to PGHC setting forth the

provision or provisions of this Agreement or applicable Regulation which has been violated, and the action or inactions allegedly causing the default. PGHC shall have a period of 30 days to cure the default. In the event the default has not been cured, either party may immediately terminate this Agreement upon written notice. Should Charlotte County waive any breach of this Agreement, such waiver shall not be construed as a waiver of any subsequent breach.

5. Assignment. This Agreement in whole or in part may not be assigned without prior written consent of Charlotte County.

Section II – PGHC’s Obligations

1. Programs.

- a. PGHC will provide qualified program leaders to conduct historical programming.
- b. PGHC will ~~endeavor to provide~~ on a ~~regular~~ quarterly basis a calendar of programs and program descriptions.
- c. A minimum of four (4) educational programs shall be provided at the Center (one program per quarter) free of charge.
- d. Where appropriate, PGHC will collect pre and post program information from participants. Results of these assessments or surveys will be provided in summary to Charlotte County.
- e. PGHC will utilize reasonable efforts to coordinate historical educational events with the Charlotte County Historical Center to maximize the value of the two facilities for the benefit of citizens and students.

2. Operations/Maintenance.

- a. In order to provide appropriate operations, the Property will be utilized by PGHC for office space and program functions related to PGHC mission.
- b. PGHC will typically operate the Center from _____ to _____ Monday through Friday with staff or trained volunteers for the purposes of organizing and facilitating programs, maintaining the educational display area daily, answering phones, greeting the public, and answering questions. In addition to the foregoing hours, PGHC shall have the right and ability to operate on weekends for the purpose of performing its functions.
- c. Programs conducted by PGHC within leased space and assigned common areas are exempt from facility fees.
- d. PGHC agrees to recognize Charlotte County on marketing materials and other publications and programs related to this Agreement.
- e. No vehicles, equipment, supplies or goods of any sort shall be stored outside of the leased premises longer than 7 calendar days without written consent of the LESSOR.

3. Volunteers.

- a. PGHC will train and manage volunteers who may assist with the following types of tasks:
 - i. Opening and staffing the Center;
 - ii. Conducting educational programs;
 - iii. Conducting general maintenance;
 - iv. Other such duties as may be assigned by PGHC staff.

Section III - Administrative

1. Agreement Managers. All notices and communications pertaining to this Agreement shall be provided to each party's designated Agreement Manager. The Agreement Manager for Charlotte County is _____. The Agreement Manager for PGHC is _____. Notices to Charlotte County should be sent to the County Administrator or his designee. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party within thirty (30) days of such change.

2. Reports. An annual operational report which summarizes the free programs provided and total number of participants in each program will be provided to the County Administrator or his designee and the Charlotte County Historical Center each year on the 1st day of the month of November.

3. No Dual Service. No employee of PGHC may be an employee of Charlotte County, unless approved by the Charlotte County Administrator.

4. Records.

a. PGHC shall maintain books, records, documents and other evidence and shall follow generally accepted accounting principles which properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all times to inspection, review or audit by personnel duly authorized by Charlotte County.

b. PGHC agrees to retain all books, records and other documents relative to this Agreement for five (5) years after final payment. Persons duly authorized by Charlotte County shall have full access to and the right to examine any materials during said period. These materials shall also be

subject to Chapter 119, Florida Statutes, unless the materials meet a statutory exemption.

5. Financial.

- a. Grants. PGHC may coordinate with Charlotte County on grants which may support educational programs. PGHC agrees to consult with Charlotte County staff in seeking additional outside funding for the Center for the purpose of managing the Center. Charlotte County is receptive and supportive of PGHC seeking grant opportunities to enhance and/or maintain programs with this Agreement and will consider matching funding assistance on a case by case basis, to be subject to funding availability and prior Charlotte County approval.

6. Non-Discrimination. PGHC shall comply with the Civil Rights Act of 1964. Specifically, PGHC agrees that:

- a. No person shall, on the grounds of race, color, sex, religion, age, disability or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity or service funded through this Agreement.
- b. PGHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or natural origin. PGHC agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7. Compliance with Laws. PGHC shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments, and of any and all governmental agencies with regard to the said use of the premises, and shall further take such action as is necessary to prevent and correct any nuisance or other grievances in, upon or connected with the use of said premises during the term of this Agreement.

8. Independent Contractor. Under the provisions of this Agreement, PGHC shall be considered an independent contractor for which County assumes no responsibility for the means or manner in which PGHC's services are provided or persons employed.

9. Indemnification.

- a. Under the provisions of this Agreement, PGHC shall be considered an independent contractor for which County assumes no responsibility for the means or manner in which PGHC's services are provided or persons employed.
- b. For \$10.00 and other good and valuable consideration, the receipt of which is acknowledged, PGHC agrees to defend, indemnify and save Charlotte County harmless from any damage whatsoever arising from the performance of any of the services under this Agreement and to defend, indemnify and hold Charlotte County harmless from any claims made by or on behalf of PGHC's clients, agents, servants, volunteers and employees involved in work under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

WITNESSES:

Punta Gorda History Center, Inc.

Signed By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Kenneth W. Doherty, Chairman

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Janette S. Knowlton, County Attorney
LR 14-2754 _____