

BOARD OF COUNTY COMMISSIONERS

DATE: June 24, 2014
AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Lease Agreement with Palm Harbor Community Service Agency (PHCSA) for the White Chapel – Harbor Hall Property.

Department:

Real Estate Management (REM)

Staff Member Responsible:

Paul S. Sacco, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE LEASE AGREEMENT WITH PALM HARBOR COMMUNITY SERVICE AGENCY (PHCSA) FOR THE WHITE CHAPEL - HARBOR HALL PROPERTY AND AUTHORIZE THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

The Palm Harbor United Methodist Church sold property located at 1190 Georgia Avenue, Palm Harbor, to the County in January 2000. Since the structure is considered a heritage property by local residents, the existing church was subsequently renovated by the County. Portions of the old church were determined to be beyond repair, requiring significant demolition. Thereafter, to satisfy the need for additional recreational space, Harbor Hall was constructed adjacent to the remaining White Chapel in 2003. The additional 4,285 square feet now accommodates local "special events" and activities.

The former Lessee, Old Palm Harbor Main Street (OPHMS), relinquished the property to the County and terminated the agreement in July 2013. To fulfill special events and other obligations of OPHMS, the County sought and found a new Licensee, PHCSA, who agreed, effective July 29, 2013, under the terms of a Temporary Access and Use License Agreement, to provide stewardship of the facilities and planned events. Upon approval of a new Lease Agreement, PHCSA will accept responsibility for the management of the White Chapel/Harbor Hall for a period of five (5) years with the option to automatically renew for three (3) additional five (5) year terms. The rental rate for the Lease shall be one dollar (\$1.00) per year.

PHCSA shall manage and maintain an event calendar for activities and special events requesting use of the Harbor Hall, Rheba Sutton White Chapel and on-site parking. Use of the White Chapel/Harbor Hall parking lot for street closure events will be subject to approval by PHCSA prior to permit application with the County.

The County owns these facilities and shall be responsible to rectify existing maintenance and repair issues.

Fiscal Impact/Cost/Revenue Summary:

Estimated costs for repairs to the subject property are \$50,000, as detailed in the attached Exhibit "B", which will be derived from REM's FY 2014 Operating Budget.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip

Site-Location Map

Lease Agreement

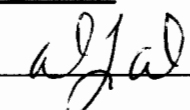

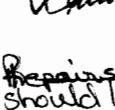
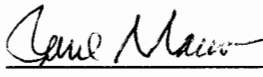

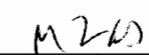

CONTRACT REVIEW TRANSMITTAL SLIP**PROJECT:** Lease Agreement with P.H.C.S.A for Harbor Hall / White Chapel**ESTIMATED EXPENDITURE/REVENUE:****TYPE:** Resolution & Lease Agreement**\$ Not Applicable – Not for Profit Organization**

(Circle appropriate choice above.)

In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and suggested comments and/or changes.


- *To assist other reviewers in this process, please mark your comments and/or suggested changes directly upon the document itself in RED INK.*
- *So that we can correctly identify which are your comments on this form, please indicate the page numbers that correspond to your suggested changes and/or comments.*

Upon completion of your review, please complete the Contract Review Transmittal Slip below and call **453-3369** or **464-3496** so that it can be picked up and taken to the next Review Authority on the list.

<u>Review Authority</u>	<u>Review Date</u>	<u>Review Signature</u>	<u>Corresponding Page #s to Document</u>	<u>Comments Included/Addressed Initial & Date</u>
Real Prop. Div. (D. DelMonte)	1-16-14			 5-30-14  5/3/14
Real Est. Mgmt. (P. Sacco)	1/17/14			Repairs should be @ owner's discretion 1/20/14
Risk Mgt. PHCSA (E. Lynford)	3-4-14	GW	See #15. Agree w/MARK W. See Sect. C for Ins. Requirements	
PHCSA (R. Haslam)				
BDRS Div. (A. Navaroli)	2/12/14		Pg 32	2/12/14 see attached
Legal Dept. (M. Zas)	2/21/14			
County Admin. (M. Woodard)	2/25/14			<ul style="list-style-type: none"> • Circulate to Risk Mgt for review. • See comments throw out: <ul style="list-style-type: none"> - Is a surplus declaration necessary? - Is a Reso needed? - Funding?

Please complete Contract Review and return to Real Estate Management Department, Real Property Division by **January 22, 2014**

All inquiries should be made to **Jeff Harris** at **453-3369** or **464-3496**.


5-30-14

- Pls ensure roles + responsibilities for internal + external parties are clear R special events / street closures + parking

Site Location Map

1190 Georgia Avenue, Palm Harbor



LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 2014, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and PALM HARBOR COMMUNITY SERVICES AGENCY, INC. (PHCSA), hereinafter referred to as the "LESSEE," jointly referred to as the "Parties."

WITNESSETH

WHEREAS, the Rheba Sutton White Chapel and the adjacent Harbor Hall have been relinquished to COUNTY by the previous LESSEE, OLD PALM HARBOR MAIN STREET, INC., COUNTY is desirous of new stewardship to oversee maintenance of the facilities and management of planned events at the Premises; and

WHEREAS, the PALM HARBOR COMMUNITY SERVICES AGENCY, INC., hereinafter referred to as PHCSA or LESSEE, was formed in part to help promote recreational opportunities for unincorporated north County residents with MSTU tax revenue and revenue generated by special events; and

WHEREAS, PHCSA has been managing special events and planned activities at this location, which include weddings at the Premises under a TEMPORARY ACCESS AND USE LICENSE, which has been active since July 2013; and

WHEREAS, PHCSA has expressed interest in leasing the Premises from COUNTY in order to continue activities and reservations for special events planned at this location and further to manage and coordinate the use of the White Chapel/Harbor Hall parking lot for downtown street closure events.

NOW THEREFORE, the Parties agree to the following:

1. PREMISES: In consideration of the rent hereinafter agreed to be paid by the LESSEE to COUNTY, and in consideration of the covenants of the respective Parties hereto, COUNTY does hereby lease to LESSEE those certain Premises located at 1190 Georgia Avenue, Palm Harbor, Florida, including the Rheba Sutton White Chapel, Harbor Hall, and site parking, as shown in Exhibit "A" attached hereto and made a part hereof, and hereafter referred to as "Premises."

2. TERM: This Lease shall be for a term of Five (5) year(s). The Lease shall commence upon execution by the Board of County Commissioners and continue in full force and effect until terminated. The rental for the term shall be One Dollar (\$1.00) dollar(s) per year, [receipt of which is hereby acknowledged.]

This Lease shall automatically renew for Three (3) successive Five (5) year terms. LESSEE or COUNTY may terminate this Lease at anytime in writing, not less than One Hundred Eighty (180) days prior to its intent to terminate.

3. USE: The Parties hereto agree and LESSEE further covenants that during the continuance of the Lease the Premises shall be used and occupied for weddings, receptions, and for such "private events" and "special events" as are customary for support of PHCSA and for no other purpose or purposes, without the written consent of the COUNTY. The LESSEE shall conduct its business at all times in a reputable manner. "Private events" as used above may include events such as weddings and receptions and other fundraising events. This Lease is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

The LESSEE shall be permitted to serve alcoholic beverages on the Premises, subject to the provisions of Exhibit "C" in the attached insurance addendum.

LESSEE shall not allow the Premises to be used for activities that are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or local laws, rules, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of COUNTY-occupied buildings or land for political fund raisers [see §106.15(4), Florida Statutes], and Federal and State law prohibits use of COUNTY-occupied buildings or land for any implied promotion of a religion. LESSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LESSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof.

4. TAXES: In the event that as a result of this Lease any rental, sales or similar taxes are levied upon the leased Premises, LESSEE shall pay all such taxes so imposed.

5. UTILITIES: LESSEE agrees to promptly pay all charges for gas and electricity supplied the Premises, whether determined by meter or otherwise. COUNTY shall not be liable in any manner for damages to LESSEE'S business and/or inventory, or for any other claim by LESSEE, resulting from any interruption in utility services. The LESSEE will also pay for all water consumption, sewer charges, trash collection, and telecommunication service.

6. MAINTENANCE, REPAIRS AND SERVICES: The COUNTY will be responsible for maintenance and repair of structural building components to include roof, windows, exterior walls, and the structural flooring. LESSEE will be responsible for all other maintenance and repairs including, but not limited to plumbing, electrical, HVAC, telecommunication wiring and installation, floor coverings, bearing & non-bearing interior walls, landscaping, site drainage, and parking lots, which includes but is not limited to painting/stripping, sealing, asphalt repairs, parking bump stops, and clearance of debris from drains.

In the event COUNTY pays any monies required to be paid by LESSEE hereunder, COUNTY shall demand repayment of same from LESSEE within ten (10) days of payment and LESSEE shall make such payment within ten (10) days of receipt of demand. LESSEE'S failure to timely reimburse COUNTY shall be deemed a breach of contract.

COUNTY shall be responsible for repairs and renovations as provided in the attached Exhibit "B" prior to December 31, 2014.

7. INSURANCE: LESSEE shall procure and maintain during the term of the lease insurance pursuant to the requirements noted in Exhibit "C," attached hereto and made a part hereof.

8. LIABILITY OF COUNTY: COUNTY shall not be liable to LESSEE or any other persons for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING: LESSEE agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of the COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by the COUNTY to one or more assignments of this Lease or to one or more sublettings of said Premises shall not operate as a waiver of COUNTY's rights under this section.

10. ALTERATIONS, MECHANIC'S LIENS: LESSEE will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems and equipment, without the prior written consent of COUNTY, which will not be unreasonably withheld. LESSEE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Premises undertaken by LESSEE. All such additions, improvements or fixtures, except movable office furniture and equipment, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

Any mechanics liens against the Premises, LESSEE'S leasehold, or the land and building arising out of work performed by or for LESSEE are hereby expressly prohibited and in the event of the filing of any Claim of Lien, LESSEE shall promptly satisfy same or transfer it to a bond; and LESSEE shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS: LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein, on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics, and laborers and other persons contracting with LESSEE with respect to the Premises or any part thereof, are hereby charged with notice that they must look to LESSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

12. POSSESSION: LESSEE shall be granted possession and full use of the Premises upon the commencement of this Lease and all terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all Parties.

13. INDEMNIFICATION: LESSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LESSEE, its officers, employees, agents, contractors, or subcontractors during the performance of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither LESSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

14. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then from that day the LESSEE shall have the right to either terminate the Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms provided herein, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If the LESSEE shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the term. If LESSEE exercises its right to cancel, all advance rent paid by the LESSEE shall be adjusted to the date of said taking. If LESSEE fails to exercise its right to cancel, LESSEE shall, at its own cost and expense, make the repairs necessary to said partial taking.

The Parties agree that LESSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

15. DESTRUCTION OF PREMISES: If the Premises shall, without fault of LESSEE, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially unusable, COUNTY, at their sole discretion may elect to rebuild or repair. If COUNTY so elects not to rebuild or repair, this Lease shall terminate effective the date of said destruction.

16. DEFAULT: If the LESSEE should fail to keep and/or perform any of the terms, covenants, conditions or provisions in this Lease the COUNTY upon becoming aware of the occurrence of a default, shall notify LESSEE of the default and its demand to cure the default. LESSEE shall have fifteen (15) days from the date of notice of default to cure said default, or to commence a cure of such default, which once commenced the LESSEE agrees and shall pursue continuously until the default is finally cured. Upon LESSEE'S failure to either cure said default or commence a cure of said default.

In the event LESSEE defaults as set out above or elsewhere in this Lease, any monies due from LESSEE during the term of this Lease or any extension thereof, shall, at the option of the COUNTY, become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such manner as COUNTY may seem necessary or advisable to re-let the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorney's fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

It may be lawful for the COUNTY to declare said term ended and to re-enter upon the Premises and to retake possession of the said Premises by process of law, or the COUNTY may have such other remedy as the law and this instrument afford. The LESSEE covenants and agrees that upon termination of the said term, at such election of the COUNTY, or in any other way, LESSEE will surrender and deliver up said Premises and property peaceably to the COUNTY, their agents and attorneys, immediately upon the termination of the said term.

17. SIGNS: LESSEE agrees that any permanent or semi-permanent signs, advertising, which includes awnings to be used in connection with the leased Premises must have Real Estate Management's written approval before installation. Temporary signage, banners, or placards advertising specific events shall not require Real Estate Management's approval, but shall be subject to removal upon completion of the event.

18. WAIVER: One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by COUNTY to, or of any act by the LESSEE requiring the COUNTY'S consent or approval, shall not be construed as a consent or approval to or of any subsequent similar act by LESSEE.

19. OBSERVANCE OF LAWS: LESSEE agrees to observe and comply with all local, State and Federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

20. ACCESS TO PREMISES: The COUNTY shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting or conducting tests upon the Premises. Such events shall not unduly interfere with LESSEE'S business, except as is naturally necessitated by the nature of the work.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LEASE Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This Lease shall be governed by the laws of the State of Florida. Any changes in applicable laws which govern this Lease will necessitate a change in Lease terms and conditions which may be affected thereby, at the time such changes may arise.

22. SURRENDER: Upon the expiration of the term hereof or sooner termination of this Lease, LESSEE agrees to surrender and yield possession of the Premises to the COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as LESSEE is not required to restore or remedy under other terms and conditions of this Lease.

23. NOTICES: All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

Real Estate Management Department
Real Property Division
509 East Avenue South
Clearwater, FL 33756

until LESSEE is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the COUNTY at the foregoing address, by registered or certified mail, return receipt requested, until LESSEE is notified otherwise in writing. All notices given to the LESSEE hereunder shall be forwarded to LESSEE at the following address:

Attn: Chairman
Palm Harbor Community Services Agency, Inc.
2330 Nebraska Avenue
Palm Harbor, FL 34683

by registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

24. AUDIT: LESSEE agrees to maintain complete and accurate records of all business related to this Agreement. All records shall be maintained in accordance with COUNTY policy, and inspection of records shall be pursuant to Chapter 119, F.S. In addition, COUNTY reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2. LESSEE agrees to retain all business records required by this paragraph for at least three (3) years beyond the term of the Lease or any extensions thereof.

25. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon LESSEE performing all of the covenants and conditions aforesaid on LESSEE'S part to be observed and performed, the LESSEE shall and may peaceably and quietly have, hold and enjoy the Premises hereby for the term aforesaid.

26. SUCCESSORS AND ASSIGNS: The covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the LESSEE to assign or sublet LESSEE'S interest under this Lease is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

27. COUNTY RESERVATION FOR DISASTER RELIEF: Notwithstanding other provisions of this Lease, COUNTY expressly reserves the right to utilize the Premises for disaster preparedness and/or disaster relief activities. Determining the need to exercise this right will be in the sole discretion of COUNTY, but will not preclude LESSEE'S continued use of the Premises to the extent it does not interfere with COUNTY'S disaster-related activities or any other provisions of this Lease.

28. PUBLIC ENTITY CRIME ACT: LESSEE is directed to the Florida Public Entity Crime Act, section 287.133, Florida Statutes, as amended from time to time, and the COUNTY'S requirement that the LESSEE comply with it in all respects prior to and during the term of this Lease.

29. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

30. HAZARDOUS SUBSTANCES: LESSEE shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. LESSEE shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

LESSEE shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which LESSEE has actual knowledge. If LESSEE learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, LESSEE shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

31. TERMINATION OF TEMPORARY ACCESS & USE LICENSE AGREEMENT:

The current Temporary Access and Use agreement for of the Premises shall terminate upon approval of this Lease Agreement.

32. EVENT CALENDAR: PHCSA shall manage and maintain an "Event Calendar" for activities and special events requesting use of the Harbor Hall, Rheba Sutton White Chapel, and on-site parking. In no event shall any street closure event be allowed to impact parking for previously scheduled special events at the Premises.

Per the calendar, street closures that occur downtown whether Florida Ave, or Georgia Ave, 11th or 12th Avenues will be processed by Pinellas County like all other venues submitting requests. Use of the White Chapel/Harbor Hall parking lot for street closure events will be subject to approval by PHCSA, prior to permit application with the County. PHCSA has business offices located at 1500 – 16th Street, Palm Harbor, FL.

33. ENTIRE AGREEMENT: This Lease Agreement, as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter that performance or the rights of the Parties as hereinbefore stated.

THE BALANCE OF THIS PAGE IS LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

WITNESS:

By: _____

Print Name: _____

Title: _____

LESSEE: PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

By: _____

Print Name: _____

Title: _____

Rex Haslam

Chairman PHCSA

ATTEST: KEN BURKE, Clerk of the Court

By: _____

Deputy Clerk

(SEAL)

PINELLAS COUNTY, FLORIDA

By and through its Board of
County Commissioners

By: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____

Sr. Asst. County Attorney

EXHIBIT "A"
Aerial & Site Location Map
1190 Georgia Avenue, Palm Harbor



Exhibit “B”
COUNTY’s Repair and Renovation List

White Chapel:

1. Rotting wood on exterior – to be completed by County during FY14
2. Termite Treatment - completed
3. A relay switch on one of the A/C condensers needs replacement - complete
4. Windows leak during rain events – to be completed by County during FY14
5. Replace door hardware on the interiors of the NE and SW doors during FY14
6. Repair the SE door jamb to accommodate proper closing of the door during FY14
7. Lubricate or replace rusted hinges on front door during FY14
8. Repair or replace two ceiling fans on the second floor during FY14

Harbor Hall:

1. Rotting window frames – to be completed by County during FY14
2. Termite Treatment - completed
3. Bathroom tile and grout need to be deep cleaned and sealed – to be completed by County during FY14
4. Interior and exterior need to be painted – to be completed by County during FY14
5. Parking lot needs to be restriped – to be completed by County during FY14
6. Electrical issues with parking lot lights – to be completed by County during FY14

EXHIBIT C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Lessee/Licensee shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Lessee/Licensee shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the expiration of a lease/license term, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Lessee/Licensee shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Lessee/Licensee from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Lessee/Licensee, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Lessee/Licensee for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Lessee/Licensee.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using

EXHIBIT C – INSURANCE REQUIREMENTS

employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Lessee/Licensee and any subcontractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Policy must not contain any Sexual Misconduct or Physical Abuse exclusion.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

(E) Liquor Liability Insurance

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (F) Property Insurance Lessee/Licensee will be responsible for all damage to its own property, equipment and/or materials.