

## AGREEMENT TO COMPLETE LORD-HIGEL HOUSE CONSTRUCTION

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the CITY OF VENICE, Florida, a political subdivision of the State of Florida, whose address is 401 W. Venice Avenue, Venice, Florida, 34285, hereinafter referred to as CITY, and VENICE HERITAGE INC., a registered 501(c)(3) Florida nonprofit corporation, hereinafter referred to as VHI.

### WITNESSETH:

Whereas, the Lord-Higel House (LHH) is a City owned property located at the southeast corner of Granada Avenue and Avenue de Parques; and

Whereas, the LHH is a valuable City asset; and

Whereas, the LHH requires additional repair and restoration; and

Whereas, VHI wishes to participate in the repair and restoration of the LHH by raising funds for that purpose and soliciting volunteers and professional contractors to assist in the work to be performed on the property; and

Whereas, the City and VHI anticipate achieving future agreement for VHI to staff, operate, and provide operational maintenance to the LHH as primarily a period historic facility; and

Whereas, the City and VHI wish to enter into this Agreement in order to set forth their respective duties and responsibilities regarding the repair and renovation of the LHH.

Now, therefore, in consideration of the covenants and conditions contained herein, the parties do hereby agree as follows:

1. The Whereas clauses above are confirmed as true and correct and hereby made a part of this Agreement.
2. VHI and the City agree that the LHH occupies a portion of the City-owned parcel at the southeast corner of Granada Avenue and Avenue des Parques.
3. VHI will be responsible for the following:
  - a. Water and wastewater tap and capacity fees;
  - b. Retain an architect to complete a design/build for the interior of the LHH and obtain necessary approvals;
  - c. Demolish the old interior of the LHH;
  - d. Install air conditioning for the interior;
  - e. Install plumbing and fixtures for a second floor bathroom;
  - f. Install electrical lines, outlets, lighting, and fixtures for the interior;
  - g. Install drywall for the interior of the building;

- h. Trim out windows and doors;
  - i. Paint the interior walls;
  - j. Obtain all required permits and inspections for the interior renovations;
  - k. Repair and refinish the interior floors;
  - l. Place casings around the exterior columns;
  - m. Landscaping of the LHH site, including obtaining all required approvals and permits for both design and construction;
  - n. Construct an outside restroom and access ramp according to ADA standards, including obtaining all required approvals and permits for both design and construction. It is the intent of both parties that the outside restroom be open only during operational hours of the LHH, and that the outside restroom be operated by VHI and maintained by VMA;
  - o. All other work necessary to complete the LHH suitable for issuance of a certificate of occupancy and not otherwise the responsibility of the City; and
  - p. Ensure that all work performed during the renovation process covered under this paragraph that otherwise is not covered under existing insurance coverage is included in VHI's liability coverage.
4. The City will be responsible for the following:
- a. Develop and obtain approval of a site plan for both the LHH site as well as other City property adjacent and to the east of the LHH site that includes parking, stormwater drainage, grading, landscaping, and other applicable requirements, and construction of same;
  - b. Engineering, SWFWMD, and other fees that pertain to approval and construction of the site plan;
  - c. Obtain any permits and inspections for the work listed in this paragraph; and
  - d. Liability and other required insurance coverage for those items performed by the City under this paragraph.
5. Upon completion of the restoration project, VHI will be responsible for furnishing the first floor of the LHH with period antiques and exhibits, and operate the structure as an Early Settlers Museum and Welcome Center, with assistance from other local non-profit organizations.
6. Once completed, the LHH will operate as one of two locations of the Venice Museum & Archives (VMA), under the purview of the City's Director of Historical Resources. While the LHH will be staffed by VHI and other volunteers, operating and maintenance expenses for the LHH will be incorporated into the VMA budget. The Museum & Welcome Center will be staffed with docents provided by VHI and other local non-profit organizations and will operate under the supervision of the City's Director of Historical Resources.
7. VHI is, and shall be, in the performance of all activities and work, under this agreement, an independent contractor, and not an employee, agent or servant of the City. VHI has no authority or power to bind the City in any agreement, promise or representation.
8. The City and VHI further agree that:

- a. All work described in this Agreement is contingent on the availability of funds, approval by the VHI Board, the Historic Preservation Board, and the City Council;
  - b. The Director of Historical Resources, 351 Nassau Street South, Venice, Florida 34285, shall be the City's representative, and the President of the Venice Heritage Inc. Board of Directors, POB 1190, Venice, Florida 34285-1190, shall be VHI's representative regarding administration of this Agreement; and
  - c. This Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein.
9. In the event this Agreement does not provide for which party shall be responsible for a particular aspect of the renovation or operation of the LHH, the Director of Historical Resources and the President of VHI shall work together in order to fulfill the intent of this Agreement.
10. City and VHI shall procure and maintain, during the life of this Agreement, the insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City, placed with insurance carriers approved and licensed by the Florida Office of Insurance Regulation, and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.
  - a. City shall procure and maintain Commercial General Liability insurance providing coverage for premises and operations including but not limited to bodily injury, property damage, contractual, products and completed operations, collapse, underground and explosion, owner's and contractor's protection, contractual and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.
  - b. VHI shall procure and maintain Property insurance for VHI's personal property on said property. VHI is responsible for full replacement cost, including any deductibles.
11. All policies required by this Agreement, unless specific approval is given by the City, are to be written on an occurrence basis and shall name the City of Venice, its Elected Officials, Officers, Agents, and Employees as additional insured as their interest may appear under this Agreement. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
12. Each insurance policy required by this Lease Agreement shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability; and
  - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty calendar days prior written notice by

certified mail, return receipt requested, has been given to the City of Venice Risk Manager.

13. The City shall retain the right to review, at any time, coverage form/policy, and amount of insurance.
14. The procuring of required policies of insurance shall not be construed to limit VHI's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
15. City and VHI shall be responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. Deductible levels should be acceptable to the City.
16. Certificates of Insurance evidencing Occurrence form coverage and conditions to this Agreement are to be furnished to the City of Venice Risk Manager, 401 West Venice Avenue, Venice, FL 34285, ten business days prior to commencement of this Agreement and a minimum of thirty calendar days prior to expiration of the insurance policy.
17. Notices of Claims associated with this Agreement shall be provided to VHI's insurance company and the City of Venice Risk Manager, as soon as practicable after notice to VHI.
18. VHI agrees to indemnify and hold harmless the City from all claims, loss, damage and expense arising from any act or omission of VHI, its agents, contractors, servants, employees, volunteers, licensees or invitees related to activities and work performed under this Agreement.
19. The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida.
20. This Agreement shall not be modified or amended except upon consent and agreement of both parties in writing.
21. Termination of Agreement.
  - a. Termination for Cause: In the event either party defaults or otherwise violates any of the terms of this Agreement, the non-defaulting party shall give the defaulting party written notice of the default, and that such default shall be corrected within ten business days of the date of the written notice. In the event the defaulting party fails to correct the condition(s) of the default within the aforementioned timeframe, the non-defaulting party shall have all legal remedies available to it, including but not limited to, termination of this

- Agreement for cause.
- b. Termination for Convenience of City: The City, for any reason, may terminate this Agreement at any time by giving at least sixty days written notice to VHI.
  - c. Termination for Convenience of VHI: This Agreement may be terminated by VHI by either: (a) mutual consent of both parties; or (b) upon sixty days written notice delivered by certified mail, return receipt requested to the City.
22. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
23. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
24. Pursuant to applicable Florida law, VHI's records associated with this Agreement may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. VHI shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of the Agreement.
25. This Agreement shall be effective as of the date of execution by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CITY OF VENICE, FLORIDA

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John W. Holic, Mayor

ATTEST

Date \_\_\_\_\_

\_\_\_\_\_

VENICE HERITAGE INC.

\_\_\_\_\_  
President

Date \_\_\_\_\_

In the presence of

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