

MEMORANDUM

TO: MAYOR & CITY COUNCIL 

FROM: GREGORY J. ORAVEC, CITY MANAGER

SUBJECT: REQUEST FROM THE PORT ST. LUCIE HISTORICAL SOCIETY, INC., FOR USE OF CITY FACILITY

DATE: OCTOBER 10, 2012

This memorandum serves to request your direction on the enclosed request from Richard McAfoos, Chair, and Mary Dodge, Secretary, of the Port St. Lucie Historical Society, Inc., for the use of a City facility as the Port St. Lucie Historical Museum. As you may be aware, the City owns several homes in the vicinity of City Hall as set forth in the attached table. As noted in the request, the Historical Society is specifically asking for the use of the City building adjacent to the City Clinic, the address of which is 2258 Best Street.

As you consider this request, you may find the following information useful:

- A historical museum has been part of past City planning efforts, having previously been envisioned along Riverwalk.
- The subject building is currently utilized as a call center for the Utilities-Finance Division.
- Staff is currently engaged in relocating the Planning & Zoning Department to Building B. When that occurs, I hope to consolidate the Utilities-Finance Division on the ground floor of Building A, which could make 2258 Best Street available at that time. It is estimated that the relocation effort will be completed in 6-9 months.
- A relocation of the City operation out of 2258 Best Street would cost time, money and productivity. It would be desirable to limit relocation to the envisioned consolidation into Building A.
- The Historical Society was firm in its preference for 2258 Best Street over other properties in the vicinity and a portion of the Eastern Substation.

Based upon the above information, I recommend that the City Council reconsider this request at its meeting of March 18, 2013 or upon the availability of 2258 Best Street becoming more certain.

The staff and I look forward to receiving your direction on this item. If you have any questions or would like additional information, please do not hesitate to contact me.

Thank you.

Attachments



The Port St. Lucie Historical Society, Inc.

P.O. Box 7146

Port St. Lucie, Florida 34985-7146

772.337.5698

www.pslhistory.org

July 16, 2012

Mr. Gregory Oravec, City Manager
121 SW. Port St. Lucie Blvd.
Port St. Lucie, FL. 34984-5099

Dear Mr. Oravec:

This is a request from the Society to the City to grant a facilities use agreement (FUA) to us for the building/property on Best Street located next to the City's Employee Health Clinic. We would like to develop the building into the Port St. Lucie Historical Museum, a first of its kind and a vital component to the cultural needs of a city of our size and stature.

The vacant building is already owned and maintained by the City in its current state, so the only requirement of use would be to bring it up to ADA standards; we would pay for any such improvements. The Society would, with volunteers, manage and operate the City owned museum. The facility would be used as 1) an actual viewing museum display space (within one [1] year of agreement signing and build out), 2) a studio for oral history video interviews, 3) a artifacts & memorabilia collection & archiving area, and 4) administrative and storage areas. The net cost to the City for this facility would not likely increase. The relationship between the City and Society would be similar to that of the St. Lucie County Regional History Center (Ft. Pierce) and the Saint Lucie Historical Society, that facility's manager and operator.

Our Society partnered with the City since August of 2007 to plan and stage Port St. Lucie's 50th Anniversary with a week of wonderful events, the publication of a high quality history book and the production of a multi-award winning docudrama motion picture. The Society has proven itself to be the worthy steward of Port St. Lucie's history and promoter of Port St. Lucie's positive image for the past, present and into the future. We look forward to discussing this project with you and the City Council further. Please advise of anything we can do to expedite this process.

Respectfully,

Richard McAfoos
Chair

Mary Dodge
Secretary

EC: PSLHS Board



Homes Located in the Area of City Hall

Site #	Department	Address	Use	Square Footage
50	Parks & Recreation (Corner Lot)	2226 Belvedere	Storage	1,847 sq. ft.
52	Building Dept. (Garage)	182 Thanksgiving	Storage	720 sq. ft.
53	Utilities Customer Service	2258 Best Street	Office	1,593 sq. ft.
54	Human Resources	2266 Best Street	Clinic	1,628 sq. ft.
55	City Clerk	2248 Kail	Storage	2,217 sq. ft.
56	City Clerk	2257 Kail	Storage	2,246 sq. ft.
113	Bldg. Construction Div. (Next to Day Care Center)	2258 Belvedere	Vacant (Besides office furnishings)	1,320 sq. ft.

MaryAnn Verillo

From: Greg Oravec [GOravec@cityofpsl.com]
Sent: Saturday, September 15, 2012 3:55 PM
To: Mayor Faiella; Shannon Martin; Linda Bartz; Jack Kelly; Edward Cunningham; MaryAnn Verillo; Reporter
Subject: FW: 3420-585-0825-000-6
Attachments: 10.26.10.SLCRHC.SLHS..FUA.pdf; 07.16.12.Oravec.Ltr.Museum.doc; image001.emz

From: Richard McAfoos[SMTP:CASAFELIZ2@HOTMAIL.COM]
Sent: Saturday, September 15, 2012 3:54:26 PM
To: Greg Oravec
Subject: RE: 3420-585-0825-000-6
Auto forwarded by a Rule

Mr. Oravec,
Thank you, sir.
Attached please find the executed Facility Use Agreement (FUA) for the St. Lucie County Regional History Center and its volunteer operating tenant, the St. Lucie Historical Society, Inc., as promised. Also attached is our original letter of request to you of 07.16.12.
Hopefully, the future change in location for P&Z will result in the relocation of the Utilities Call Center from the Best Street property to the former P&Z space. That would permit our possible use of the Best Street property for the museum, as requested.
Hope springs eternal.
Thank you,
Richard

From: GOravec@cityofpsl.com
To: casafeliz2@hotmail.com
Date: Thu, 13 Sep 2012 20:40:31 -0400
Subject: 3420-585-0825-000-6

Mr. McAfoos,

Please find the subject parcel id #.

Thank you,

Greg

Gregory J. Oravec
City Manager
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(772) 344-4371
(772) 871-5248 [fax]

TEAM PORT ST. LUCIE

*A GROUP OF PEOPLE DEDICATED
TO ONE THING:*

*MAKING THE WORLD A BETTER PLACE.
STARTING WITH PORT ST. LUCIE.*

**REGIONAL HISTORY CENTER (RHC)
FACILITY USE AGREEMENT**

THIS AGREEMENT, made and entered into on this 26 day of October, 2010, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **ST. LUCIE HISTORICAL SOCIETY, INC.**, a Florida nonprofit corporation, hereinafter referred to as "Historical Society".

WITNESSETH:

WHEREAS, the County has operated a facility at Museum Point Park known as the St. Lucie County Regional History Center (hereinafter referred to as the "History Center"); and

WHEREAS, the St. Lucie Historical Society, Inc.'s Board of Directors has approved the Historical Society operating the History Center; and

WHEREAS, the County and Historical Society desire to continue to operate the History Center in its present location to preserve the history of St. Lucie County and to continue to provide a destination for tourists; and

WHEREAS, the County is willing to enter into this Agreement with the Historical Society to operate the History Center; and;

WHEREAS, the President of the St. Lucie Historical Society, a 501C3 organization, agrees to be the key contact person as the Director for this Agreement and shall designate two (2) Historical Society members as Assistant Directors,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is **AGREED AS FOLLOWS**:

1. SITE AND INVENTORY.

- A. The parties further acknowledge and agree that the History Center is located at 414 Seaway Drive, Museum Point Park, St. Lucie County, Florida (the "Site") and consists of the building and grounds set forth in the diagram as set forth in Exhibit "A."
- B. The Parties further acknowledge and agree that the History Center contains an extensive collection of displays, artifacts, equipment, books and materials that are the property of the County. On or before October 31, 2010, the Parks & Recreation Director or designee and the Historical Society Director and/or Assistant Directors will conduct an on-site inventory to verify the accuracy of Exhibit "B" (the Inventory). If any changes are necessary, the revised Inventory will be signed by the Historical Society Director and the

Parks & Recreation Director and accepted as an Amendment to Exhibit B of this Agreement. Both parties acknowledge the accuracy of the Inventory of the on-site artifact collection, computers, equipment, fixtures and furniture and their location in the History Center attached hereto as Exhibit "B", as it may be amended, and acknowledge that no other artifacts, computers, equipment, fixtures and furniture, other than those listed in Exhibit "B", are present at the Site.

- C. The Parties acknowledge that the County maintains artifacts and historical documents off-site. The County will retain control over and care of those items.
- D. During the term of this Agreement, the Parties agree that the Historical Society may request items from the off-site inventory to display at the Site and may request removal of items listed in Exhibit "B", as it may be amended.
 - a. The request shall be in writing from the Historical Society Director to the Parks & Recreation Director. The specific items requested to be added and/or removed, as listed in Past Perfect data base, shall be included in the request.
 - b. If approved, the Parks and Recreation Director or designee and Historical Society Director shall verify the physical delivery and/or removal of the items from the most current Inventory and execute an Amendment to Exhibit B. The Amendments will be dated, numerically numbered, signed by the Parks and Recreation Director and Historical Society Director and maintained by both Parties.
 - c. The Parks & Recreation Director or designee shall be responsible for updating the information in the Past Perfect database consistent with Exhibit B, as it may be amended.

2. **TERM; RENEWAL.**

- A. Subject to early termination as set out in Paragraph 15, the term of this Agreement shall be for a period beginning October 1, 2010 and continuing through September 30, 2013.
- B. At the end of the term, the parties may extend the term of this Agreement by mutual agreement for two additional one (1) year periods upon such terms and conditions as the Parties may agree.
- C. Such periods shall run consecutively so as to make this Agreement continuous in its operation from the beginning to its termination, a period of five (5) years. In the event that the Parties do not agree on terms before the expiration of this Agreement, the Historical Society shall have no further rights under this Agreement.

3. **HISTORICAL SOCIETY USE OF THE HISTORY CENTER - GENERAL**

COVENANTS. During the term of the Agreement, Historical Society covenants and agrees as follows:

- A. Subject to the provisions of this Agreement, during all hours of operations, the Historical Society shall assume full responsibility for the operation, management, and staffing of the History Center as herein stated.

- B. To the greatest extent feasible, the Historical Society shall secure and maintain all artifacts, displays, kiosks and exhibits which are the property of St. Lucie County according to National Standards and Best Practices for Museums. In no case, shall the security and maintenance of the History Center artifacts, kiosks, and exhibits listed in Exhibit B, as it may be amended, be less than those in place at the time of the execution of this Agreement.
- C. The Historical Society shall not move, alter, modify or remove any artifacts, displays, kiosks, equipment, exhibits or other County property on or from the Site without prior written permission of the Parks and Recreation Director or designee.
- D. Historical Society shall be responsible for the cost to replace or repair any of the existing items in the Inventory (Exhibit B), as it may be amended, including artifacts, books, display cabinets, office furniture, office equipment, kiosks, etc. which are identified as missing or damaged, if the damage or loss is caused by the negligent act or omission of an employee or volunteer provided by the Historical Society.
- E. At least one survey will be conducted per year by the Parks & Recreation Director or designee in conjunction with the Historical Society Director or designee. The purpose of the survey shall be to ensure the Inventory (Exhibit B), as it may be amended, is current. Either party may request a survey at any time with reasonable notice to the other party.
- F. Within fifteen (15) calendar days of completion of the annual survey of the Inventory, the Historical Society shall be notified of any discrepancies in the Inventory and be provided fifteen (15) calendar days to provide the missing or damaged items, pay for the missing or damaged items and/or provide evidence of filing a claim with the Historical Society's insurance provider.
- G. The Historical Society Director shall notify the Parks and Recreation Director or designee in writing if any artifacts need refurbishment. The Parks and Recreation Director or designee shall determine the necessity and financial ability to refurbish and reply in writing to the Historical Society Director.
- H. Historical Society shall promote the History Center and recognize the County in all press releases, advertisements and signage.
- I. Historical Society's personnel and volunteers shall have the right to view the County's Past-Perfect software system. The County shall be the only System Administrator.
- J. Except as pre-approved by the Parks & Recreation Director, the Historical Society shall open and operate the Site a minimum of twenty (20) hours per week, fifty (50) weeks a year for viewing by the general public. The Historical Society shall provide the proposed operating hours for each quarter no later than 14 days prior to October 1, January 1, April 1 and July 1 of each year.
 - b. Any changes in the hours or days of operating the History Center shall be pre-approved by the Parks & Recreation Director in writing. In case of an unscheduled closure due to an emergency or lack of staffing, Historical Society Director will immediately contact the Parks & Recreation Director or designee.
 - c. If the Historical Society receives approval from the Parks & Recreation Director to be open on a County holiday, the Historical Society acknowledges that County staff will

not be available except in cases of emergency. If the County is required to respond to an emergency on a County holiday that is related to the History Center being open, the Historical Society shall reimburse the County costs associated with the emergency response.

- K. Historical Society shall offer ongoing educational tours to school groups at admission prices determined by the County during regular operating hours of the History Center.
- L. Historical Society will be responsible for daily janitorial services and supplies, for inside the facilities, including but not limited to janitorial, office and restroom facilities.
- M. Historical Society shall be responsible for any charges or fees due to false alarms which exceed two per year.

4. **HISTORICAL SOCIETY'S OPERATIONS.**

A. **Historical Society Director**

- a. The Chair of the Historical Society Board of Directors shall be designated the Historical Society Director for purposes of this Agreement. The Historical Society President and Board shall designate two (2) Historical Society Assistant Directors for purposes of this Agreement.
- b. The Parks and Recreation Director shall be advised in writing of the name, address, and phone numbers (home, cell and office) of the Director and Assistant Directors. The Parks and Recreation Director may approve a list of additional persons qualified to provide relief for the Director and Assistant Directors. Said relief shall not include opening or closing of the History Center.
- c. The Historical Society Director or one of the two Assistant Directors shall be on-site during all operating hours unless designees are approved by the Parks & Recreation Director. The Historical Society Director or one of the two Assistant Directors may also be present on-site of the Regional History Center during non-operating hours but shall notify the Parks & Recreation Director or designees of their presence and expected length of stay for security purposes. No other members of the Historical Society or volunteers may be present during non-operating hours without the Historical Society Director or an Assistant Directors present.
- d. The Director shall be the authorized representative of Historical Society and entitled to act in all matters relating to the daily operation of the History Center. The Director and/or Assistant Directors shall be responsible for opening and closing the Site each day of operation and for activating and deactivating the alarm system. Keys shall not be duplicated or loaned and codes to the alarm system shall not be shared with any member of the public or Historical Society personnel and volunteers.
- e. In the event there is a change in the person(s) serving as the Historical Society Director and/or Assistant Directors, the Parks & Recreation Director shall be notified in writing within 5 business days. Alarm codes will be changed and the transfer of keys will be documented.

B. Personnel

- a. The Historical Society represents that it has, or will secure at its own expense, all necessary personnel, including employees and/or volunteers, required to perform the services under this Agreement.
- b. All employees, volunteers or contractors of the Historical Society shall not be employees, volunteers or contractors with the County and have no actual or implied contractual relationship with the County.
- c. All employees and volunteers of the Historical Society, as well as the Historical Society Director and Assistant Directors shall wear identification provided by the Historical Society. Such identification will clearly indicate that they are representatives of the Historical Society and are not employees of the County.
- d. The Historical Society agrees to conduct annual background screenings of all volunteers and employees. If any negative and/or criminal information in a background screening of a volunteer or employee, the Historical Society agrees to provide the information to the Parks & Recreation Director for determination as to whether the employee or volunteer is acceptable to the County.
- e. The County agrees to facilitate the background screening process on behalf of the Historical Society. The cost of background screenings will be the responsibility of the Historical Society and/or its volunteers or employees.

C. Quality of Historical Society's Services

- a. Historical Society shall conduct its operation in an orderly manner so as not to annoy, disturb, or be offensive to customers, patrons, citizens, County employees, other operators, or others in the immediate vicinity of such operations.
- b. Historical Society shall control the conduct, demeanor and appearance of its officers, members, employees, volunteers, agents, and representatives. The Parks and Recreation Director will notify the Historical Society Director of concerns regarding the conduct, demeanor, or appearance of any such person and provide an opportunity for the volunteer or employee to correct the concerns. Historical Society shall take all necessary steps to address the cause of such objection. The Parks & Recreation Director may request the immediate release of any volunteer if, in the opinion of the Parks & Recreation Director, there is a serious issue or if there are continued concerns regarding a specific volunteer or employee.
- c. Historical Society shall take good care of said premises, shall use the same in a careful manner and shall, at its own cost and expense except where the County has expressly agreed to pay in this Agreement, keep and maintain the same in good condition and repair, and upon the expiration of this Agreement, or its termination in any manner, shall deliver the premises to the County in no worse condition than the same was at the commencement of this Agreement, loss by fire or other casualty and ordinary wear and tear excepted.
- d. Historical Society shall safeguard all artifacts, displays, kiosks and exhibits according to National Standards and Best practices for Museums.

- e. The Historical Society will develop standard operating procedures for volunteers and operation of the Site which will be reviewed and approved by the Parks & Recreation Director. The procedures will include, but are not limited to, the process for opening and closing of the History Center, collecting and accounting for revenue, including admission and program fees and gift shop sales, instructions on handling injuries and incidents and notification procedures for false alarms and emergencies.
- f. The standard operating procedures may be modified as needed to address operational efficiencies and concerns with the approval of the Parks & Recreation Director. A draft of the standard operating procedures shall be presented to the Parks & Recreation Director on or before November 1, 2010. The Parks & Recreation Director shall have 30 days to review the draft and approve or approve with modifications.

5. FACILITIES - MAINTENANCE.

A. Maintenance; Repairs:

- a. Historical Society shall, at its sole cost and expense, provide daily janitorial services.
- b. The Historical Society shall also submit written work order requests to the Parks & Recreation Director or designee for general maintenance or repairs to the building or grounds. The Parks & Recreation Director shall respond within 14 business days as to the disposition of the request which shall be reviewed based on available funding, staff workload and department priorities.
- c. Historical Society shall repair and/or pay for all damages to the premises caused by Historical Society, its volunteers and other invitees, its employees, agents or independent contractors.

B. Security; Safety.

- a. The Historical Society shall provide reasonable surveillance of the History Center, Gardner House, all property, equipment, artifacts and collections during public hours, or such time as volunteers are on the Site.
- b. At all times when the Premises are closed, the Premises shall be locked, secured and alarm and video surveillance cameras (if applicable) shall be activated.

C. Inspections.

- a. The County shall do the first safety inspection at the beginning of this Agreement and shall identify any violations existing at the beginning of this term. County shall correct all existing violations, within its budget limitations, and Historical Society shall be responsible for maintaining the violation-free condition after receiving the County's certification that all violations, if any, have been corrected.
- b. The Historical Society shall conduct safety inspections for such items as blocked fire exits, signage, extension cord use, fire extinguishers and other minor safety violations and immediately correct any violations which pose a threat to health and safety or immediately notify the Parks and Recreation Director or designee.

- D. Alterations to Site or Artifacts :** The Historical Society agrees that it will obtain prior written approval from the Parks and Recreation Director in all of the following matters:

- a. All changes, alterations, modifications, additions and/or rearrangements of any exhibits, artifacts, kiosks, displays, cabinets, equipment, furniture, signage, any improvements and/or any County personal property; and
- b. All improvements, including buildings, equipment, furnishing, signing, temporary structures, and advertising installed by Historical Society which shall be in keeping with the appropriate standards of decor at the facilities and in the area.
- c. The Historical Society shall not remove any County-owned equipment or furnishings without written authorization of the Parks and Recreation Director. All buildings, improvements, and any other fixture of a permanent nature shall become the property of the County at the time installed and shall not be removed (invoices shall be provided to determine the new insurance value). Historical Society agrees that all equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution, and other related codes.
- d. Historical Society shall not alter or modify any structural portion of the Site, the History Center site or the improvements constructed therein without first obtaining written approval from the Parks and Recreation Director.

6. **COUNTY RESPONSIBILITIES** The County shall have the following responsibilities during the term of this Agreement:

- A. To the extent funding is available, the County will maintain all existing buildings as set out in Exhibit "A" and grounds, including the fixed building equipment, such as air conditioners, electric, plumbing, alarm system, etc.
- B. The County will maintain the grounds and outdoor exhibits to the standard provided in the budget.
- C. The County shall provide two desktop computers, office furniture, cash register and other equipment as listed in Exhibit C.
- D. The County shall provide access to the internet and three telephone/alarm lines for the main phone number and an extension.
- E. Prior to re-opening of the History Center, the County shall install an electronic surveillance and monitoring system.
- F. Prior to re-opening of the History Center, the County shall provide the Historical Society and Assistant Directors with three sets of keys and codes to the History Center, training and written instructions on opening and closing and securing the facility (including activating and de-activating the alarm system and the operation of the electronic surveillance system). The training and delivery of keys, codes and written instructions shall be documented and signed by both the Parks & Recreation Director and the Historical Society Director and Assistant Directors.
- G. The County shall also provide water, sewer and electric service and pest control to the History Center as it exists on the date of this Agreement and subject to agreement on the hours of operation.

- H. The County shall retain control over admission to and use of Museum Point Park, Marine Center and the docks, grounds and parking area (the "Parks"). Nothing contained in this Agreement shall preclude the County from charging fees for, including but not limited to, parking, dock and pavilion rental, and special events.
- I. The County reserves the right to close the park, which in turn may govern the closing of the History Center. Such occurrences shall be administered through the County's Parks and Recreation Director or designee who will notify Historical Society Director or Assistant Directors.

7. **REVENUE**

A. **Admission and Program Fees:**

- a. Admission and program fees shall be established by the County. Members of the Historical Society shall continue to receive free admission.
- b. Historical Society shall ensure that all admission fees for the History Center are collected and secured.
- c. Beginning with the first day of operation of the History Center, as agreed by the Parks & Recreation Director and the Historical Society Director, the Historical Society shall provide a written report of the admission and program fee revenue and remit to the Parks & Recreation Director fifty percent (50%) of all such revenue no later than 14 days following January 1, April 1, July 1 and October 1 of each year of this Agreement.
- d. All admission and program fees retained by the Historical Society shall be used to the benefit of the History Center. Beginning October 1, 2011, the Historical Society shall provide a written report to the Parks & Recreation Director demonstrating that the admission and program fees retained by the Historical Society were used to the benefit of the History Center.

B. **Gift Shop:**

- a. The Historical Society is authorized to establish a gift shop in the History Center. The location, appearance and layout of the gift shop must be approved in writing by the Parks & Recreation Director or designee and must comply with all local, state and federal laws and regulations.
- b. The Historical Society will be responsible for the purchase and sale of items in the gift shop which shall be the sole property of the Historical Society.
- c. The County reserves the right to request that certain items not be sold.
- d. Proceeds from the gift shop shall be retained by the Historical Society and used to benefit the History Center.
- e. Beginning October 1, 2011, and each October 1 thereafter for the term of the Agreement, the Historical Society shall provide a written report to the Parks & Recreation Director demonstrating that the gift shop retained by the Historical Society were used to the benefit of the History Center.

- C. **Photographs and Artifacts:** Any use of History Center artifacts, property or equipment other than as prescribed herein, shall be managed by the County and all proceeds collected shall be collected by or paid to the County.
- D. **Facility rental:**
 - a. All use of the History Center by any other entity or use by the Historical Society that is not outlined in this Agreement will be managed by the Parks & Recreation Department in accordance with the County Facility Use Policies and Procedures.
 - b. Revenue collected from facility rental of the History Center shall be used by the County for the benefit of the History Center.
- E. **History Center Fundraiser:**
 - a. The County and/or the Historical Society may conduct a fundraiser for the exclusive benefit of the History Center. The County may be unable to participate in the fundraiser due to staffing, budget or workload limitations.
 - b. Fundraisers conducted for the benefit of the History Center will not be required to pay County Facility Use fees. However, the County may require reimbursement for non-budgeted expenses and staff time.
- F. **Use of Revenues:**
 - a. All revenues collected by the Historical Society or the County pursuant to this Agreement shall be tracked and used exclusively to benefit the History Center operational expenses, volunteer recruitment, facility maintenance or improvements, exhibits and/or programs.
 - b. The Historical Society may use the proceeds to provide a small token of appreciation or annual event to recognize volunteers of the History Center.
 - c. A report regarding the revenues collected by the Historical Society and expenditures shall be provided to the County in accordance with this Agreement.

8. DONATIONS.

- A. The County will consult with the Historical Society Director as to the recommendation of the Historical Society in accepting a proposed donation or loan.
- B. The Historical Society shall not accept donations or loans of artifacts, historical items or documents on behalf of the County.
- C. All donations of artifacts, historical items or documents to the History Center which are accepted by the County shall become the property of the County.
- D. All donations of artifacts, historical items or documents to the Historical Society which are accepted by the Historical Society shall become the property of the Historical Society. Such donations shall not be stored or displayed at the History Center without the written approval of the Parks & Recreation Director.

- 9. TAXES.** Historical Society is responsible to pay any and all applicable taxes. Payment shall be due and payable as required by law.

10. **AUDIT.**

- A. Historical Society agrees that the County or any of its duly authorized representatives, at the sole cost and expense of the County, shall, until the expiration of three years after termination of this Agreement or expenditure of revenues collected under this Agreement, whichever comes last, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Historical Society including transactions related to this Agreement with reasonable notice.
- B. All required records related to this Agreement shall be maintained until three years after termination of this Agreement.

11. **INDEMNIFICATION.**

- A. To the extent of the insurance requirements set out in paragraph 14, Historical Society, through its insurance coverage, agrees to indemnify and save the County harmless, up to the amount of its insurance coverage limits, from any and all claims, liability, losses and causes of action which may arise out of the Agreement or Historical Society's activities in the demised premises.
- B. If a claim or loss, which is not covered by insurance is caused by the negligent act or negligent omission of an employee or volunteer of the Historical Society, Historical Society shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, at the County's request, in the name of the County when applicable and shall pay all costs and judgment which may issue thereon.
- C. The parties acknowledge and agree that but for this indemnification provision, the County would not have entered into this Agreement. Historical Society further acknowledges receipt of \$10.00 and other good and valuable consideration provided by the County in support of this indemnification. This indemnification shall survive termination of the Agreement but only for those claims arising prior to the termination of this Agreement.

12. **LIABILITY.** Liability for Damage or Injury: The County shall not be liable for any damage or injury which may be sustained by any party or persons at the History Center or History Center site, other than the damage or injury caused solely by the negligence of the County.

13. **DAMAGE.** If the History Center is damaged so as to render any part of it unusable, the County shall have no obligation to repair.

14. **INSURANCE.** Historical Society shall maintain Comprehensive General Liability Insurance, including Broad Form Property Damage and Personal Injury Liability coverages in the following insurance coverage limits. Such policies shall name St. Lucie County as additional insured.

A. Liability coverage

- a. (1) Bodily Injury Liability \$500,000 each occurrence and
 Property Damage Liability \$ 50,000 each occurrence Or
 (2) Bodily Injury and Property \$500,000 each occurrence and
 Damage Liability combined single limit
- B. Workers Compensation Insurance as required by Florida Statutes, covering all employees of Historical Society including employer's liability insurance, with limits of not less than \$500,000.00 per accident, if applicable.
- C. Historical Society shall furnish County prior to October 1 of each year, the Historical Society's Certificate of Insurance evidencing existence of the coverages required above with an insurer approved by the Insurance Commissioner for the State of Florida. St. Lucie County Board of County Commissioners, its officers, and employees shall be named as additional insured's with respect to actions occurring as a result of this Agreement. Each such Certificate shall include the following wording: "St. Lucie County Board of County Commissioners, its officers and employees, are named as additional insured's with respect to actions occurring as a result of this Agreement. In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other parties of the claim as soon as possible but not later than thirty (30) days after the party receives the claim, consideration being given to the form of the claim and the time limits within which answer must be served.
- D. During the term of this Agreement, the County agrees to procure and pay for and at all times maintain fire and extended coverage on all real property with replacement cost coverage limits of not less than the replacement cost of the History Center as a result of a single occurrence. Proceeds from the fire and extended coverage on the real property and all personal property belonging to the County shall be payable to the County.
- E. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Section 768.28, Florida Statutes.

15. ADDITIONAL COVENANTS OF HISTORICAL SOCIETY.

- A. Historical Society shall use and occupy the History Center solely for the purposes of operating a Regional History Center open to the general public. Historical Society agrees that it will not, without the prior written consent of the Parks and Recreation Director or designee, use the premises for any other purpose other than that stated herein, nor shall it permit the Site to be used or occupied by any person, firm or entity other than the Historical Society.
- B. Historical Society shall pay all taxes, assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the History Center.

15. TERMINATION.

- A. **Automatic Termination:** The occurrence of any of the following may, at the option of the County, cause the Agreement to be automatically terminated.
- a. Institution of bankruptcy proceedings by Historical Society.
 - b. Institution of proceedings of involuntary bankruptcy against Historical Society if such proceedings continue for a period of ninety (90) days.
 - c. Assignment of the Agreement for the benefit of Historical Society's creditors.
 - d. Determination by a governmental agency other than the County or court that the Agreement is invalid or violates the terms of any grant or lease agreements.
 - e. Abandonment by Historical Society of, and discontinuance of operations. Abandonment shall include but not be limited to Historical Society's repeated failure to open on a regularly scheduled day without prior authorization of the Parks and Recreation Director.
 - f. If Historical Society disregards laws, ordinances or the instructions of the Parks and Recreation Director or otherwise be guilty of a substantial violation of the promises of the Agreement which presents a danger or threat to health and safety.
 - g. Dissolution of the corporation.
- B. **For Cause.**
- a. If Historical Society fails to perform any terms of this Agreement or performs in a manner which fails to conform to the non-substantial requirements of this Agreement, the Historical Society shall be provided written notification of same and allowed seven (7) calendar days to correct the deficiency.
 - b. If Historical Society fails to correct the deficiency to the satisfaction of the County Administrator within the seven (7) calendar days or within reasonable time frame approved by the County Administrator, this Agreement shall terminate at the expiration of that time period.
 - c. In lieu of providing Museum Collection insurance, the Historical Society agrees that if an item in the inventory assigned to the History Center is unable to be located, the County has the right, with twenty-four (24) hours written notice, to temporarily suspend all operations of the Historical Society at the History Center. This suspension may include, at the County's discretion, the Historical Society having no access to the History Center until the County's investigation is finalized. The County may terminate the Agreement at its sole discretion based upon the findings of the investigation by the County.
- C. **Without Cause.** Either party may terminate the Agreement without cause at any time upon sixty (60) calendar days prior written notice to the other party.
- D. **Suspension.** The County reserves the right to temporarily suspend the Historical Society's use of the History Center as provided under this Agreement due to an emergency or as a result of an incident which requires an investigation by the County or a law enforcement agency.

E. **Removal of Personal Property Upon Termination:**

- a. The Historical Society, within fifteen (15) calendar days following the termination of this Agreement, shall forthwith remove all of its personal property not acquired by the County under the terms of this Agreement.
- b. Within fifteen (15) calendar days following termination of this Agreement, the Parks & Recreation Director or designee shall conduct an inventory of the History Center utilizing Exhibit B, as it may be amended, to confirm the return of all County property associated with this Agreement. The Historical Society Director or Assistant Director will be notified of the dates of the inventory and may attend the inventory. Within fifteen (15) calendar days of completion of the inventory, the Historical Society shall be notified of any discrepancies in the Inventory and be provided fifteen (15) calendar days to provide the missing items, pay for the missing items and/or provide evidence of filing a claim with the Historical Society's insurance provider.
- c. Any personal property of Historical Society not removed in accordance with this Article may be removed by the County for storage at the cost of Historical Society or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.
- d. The County shall not be liable to Lessee for safekeeping of Historical Society's property.
- e. It is the intention of the parties to this Agreement that all improvements including buildings, parking lots, fixtures and any other real property purchased by Historical Society shall be and will always remain, the property of the County.

16. **NON-DISCRIMINATION.**

- A. Historical Society for itself, its personal representatives, successors in interest, and assigns as a party of the consideration hereof does hereby covenant and agree that:
 - a. No person on the grounds of race, color, national origin, or sex shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - b. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination.
 - c. Historical Society shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the Department of Health, Education and Welfare - Effectuation of Title IV of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - d. Historical Society shall not discriminate against any volunteers, employees or applicant for employment in the performance of the contract with respect to hiring, tenure, terms, conditions, or privileges of employment, or any other matter directly or

indirectly related to employment because of age, sex, or physical handicap (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin, or ancestry.

- e. That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement and to re-enter and repossess said facilities thereon and hold the same. This provision shall not be effective until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appeal rights.

17. CONFLICT OF INTEREST.

- A. Historical Society hereby represents and warrants that neither it does not have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided.
- B. Historical Society further represents and warrants that in the performance of this Agreement, no person having such a known conflict of interest or known possible conflict of interest shall be employed by it. No elected official or other officer or employee of the County nor any person whose salary is payable, in whole or part, from County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal financial interest or the financial interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any financial interest, direct or indirect, in this Agreement or in the proceeds thereof.

18. ASSIGNMENT.

- A. No party may assign its rights or obligations under this Agreement without the written consent of the other party which consent shall not be unreasonably withheld.
- B. Any attempt to effect an assignment without the County's prior written consent shall be deemed a default under this Agreement.

19. ENTIRE AGREEMENT. This Agreement and the attachments hereto represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representation (if any) made by and between such parties.

20. AMENDMENTS. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

21. **FURTHER ASSURANCES.** The parties hereby agree from time to time to execute and deliver such further and other transfers, assignment and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.
22. **BINDING EFFECT.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.
23. **NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

AS TO COUNTY:

St. Lucie County Administrator
Roger Poitras Annex
2300 Virginia Avenue
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
Roger Poitras Annex
2300 Virginia Avenue
Fort Pierce, Florida 34982

AS TO HISTORICAL SOCIETY:

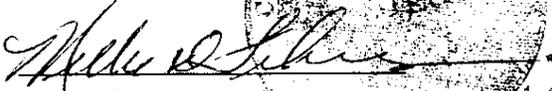
St. Lucie County Historical Society, Inc.
President
P.O. Box 578
Fort Pierce, Florida 34954-0578
bennettan@aol.com

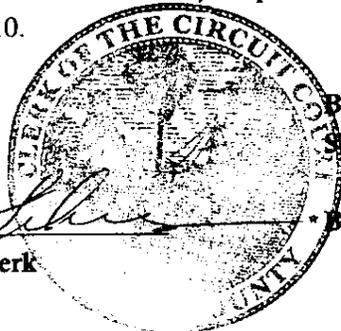
or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date sent if by email, (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Whenever any party hereto is required to give the approval or disapproval to any matter contained herein, such approval or disapproval shall be given within twenty (20) days from receipt of written requests for approval or approval shall be deemed to be granted.

24. **HEADINGS.** The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
25. **PRONOUNS.** In this Agreement, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.
26. **SURVIVAL.** All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
27. **WAIVERS.** The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
28. **GOVERNING LAW; VENUE.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26 day of October, 2010.

ATTEST:


Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY:


Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
Att County Attorney

WITNESSES:

Dupeau Bush

ST. LUCIE HISTORICAL SOCIETY, INC.
a Florida not for profit corporation

BY: [Signature]
Title: Pres of St. Lucie

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before me personally appeared _____ known to me to be the
CHAIRMAN of the Board of County Commissioners, St. Lucie County, Florida, and
acknowledged to and before me that ____ executed the foregoing instrument for the purposes therein
expressed.

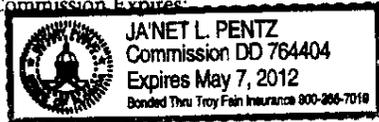
Notary Public, State of Florida
My Commission Expires:

STATE OF Florida
COUNTY OF St. Lucie

Before me personally appeared Nancy Bennett, as President of the St. Lucie Historical
Society, and acknowledged to and before me that she executed the foregoing instrument for the
purposes therein expressed.

[Signature]

Notary Public, State of Florida
My Commission Expires:





The Port St. Lucie Historical Society, Inc.

P.O. Box 7146

Port St. Lucie, Florida 34985-7146

772.337.5698

www.pslhistory.org

July 16, 2012

Mr. Gregory Oravec, City Manager
121 SW. Port St. Lucie Blvd.
Port St. Lucie, FL. 34984-5099

Dear Mr. Oravec:

This is a request from the Society to the City to grant a facilities use agreement (FUA) to us for the building/property on Best Street located next to the City's Employee Health Clinic. We would like to develop the building into the Port St. Lucie Historical Museum, a first of its kind and a vital component to the cultural needs of a city of our size and stature.

The vacant building is already owned and maintained by the City in its current state, so the only requirement of use would be to bring it up to ADA standards; we would pay for any such improvements. The Society would, with volunteers, manage and operate the City owned museum. The facility would be used as 1) an actual viewing museum display space (within one [1] year of agreement signing and build out), 2) a studio for oral history video interviews, 3) a artifacts & memorabilia collection & archiving area, and 4) administrative and storage areas. The net cost to the City for this facility would not likely increase. The relationship between the City and Society would be similar to that of the St. Lucie County Regional History Center (Ft. Pierce) and the Saint Lucie Historical Society, that facility's manager and operator.

Our Society partnered with the City since August of 2007 to plan and stage Port St. Lucie's 50th Anniversary with a week of wonderful events, the publication of a high quality history book and the production of a multi-award winning docudrama motion picture. The Society has proven itself to be the worthy steward of Port St. Lucie's history and promoter of Port St. Lucie's positive image for the past, present and into the future. We look forward to discussing this project with you and the City Council further. Please advise of anything we can do to expedite this process.

Respectfully,

Richard McAfoos
Chair

Mary Dodge
Secretary

EC: PSLHS Board

