

HERNANDO COUNTY LICENSE AGREEMENT

This Hernando County License Agreement between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (hereinafter the "Licensor" or "County") and the City of Brooksville, a Florida municipal corporation ("City"), whose address is 201 Howell Avenue, Brooksville, FL 34601 (hereinafter the "Licensee").

RECITALS

WHEREAS, the County is the Tenant (Lessee) of the state property known as Chinsegut Hill (hereinafter "Chinsegut Hill"); and,

WHEREAS, Chinsegut Hill is subject to the requirements of various federal laws and regulations including, without limitation, the National Historical Preservation Act of 1966 and the National Register of Historic Places Program; and,

WHEREAS, Licensee is partnering with the Tampa Bay History Center (a non-profit), occupying the property and close coordination is critical for the successful operation of the whole. Licensee and Tampa Bay History Center will develop a Memorandum of Understanding outlining the expectations of each party within ten (10) days of the execution of this Agreement; and,

WHEREAS, there are undeveloped portions of the Chinsegut Hill property, which are not currently used for Manor House, Dining Hall, Cottages, Classroom, Caretaker's House, and Conference Center activities that will be placed and maintained in a land conservation program separate from this Agreement; and,

WHEREAS, the Licensee desires to utilize specified portions of the Chinsegut Hill Property for the purpose of the operation (see Exhibit "C") of the Conference Center, Dining Hall, Classroom, Caretaker's House, Cottages, and related facilities (support buildings, etc.) (hereinafter said "use of premises" is also referred to in this Agreement as "use"); and,

WHEREAS, the use of the property is consistent with the Hernando County Comprehensive Plan, zoning ordinances, and other applicable state and federal laws or in the alternative, has been grandfathered in through established pre-code uses by the State of Florida or University of South Florida; and,

WHEREAS, the historic oaks located on the property are under the care and supervision of the National Arbor Foundation who authorizes any use or work on the oaks; and,

WHEREAS, Licensee agrees to the terms and conditions of use of the Chinsegut Hill property as specified in this License Agreement, including without limitation, the indemnity and hold harmless provisions, required insurance provisions, fees, and other terms, conditions, and requirements as detailed herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Licensee do hereby agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREMISES.

The Lessor hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the Chinsegut Hill property described and shown on Exhibits "A" and "B," attached hereto and made a part hereof by this reference (hereinafter the "Premises"). The license shall include a limited right of ingress and egress to the Premises using only the access road specified in Section 7.B. below.

SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2025 at 11:59 p.m., (Initial Term) unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this License Agreement, including acknowledged receipt and sufficiency of required insurance. The Licensee shall have the option upon giving written notice to the Lessor no less than 60 days prior to the anniversary date to renew this Agreement for successive terms of two (2) years throughout the entire duration of the Lessor's lease with the Florida Department of Environmental Protection.

B. The Licensee shall be entitled to use of the building improvements shown on Exhibit "B" throughout the term of the License Agreement.

C. The License will terminate without cause, regardless of the circumstances, when the Chinsegut Hill lease agreement between Hernando County and the Florida Department of Environmental Protection is terminated, cancelled, or expired.

SECTION 4. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises' buildings only for the following purposes, which are fully described in Exhibit "C". Licensee shall be solely responsible for doing any and all things necessary to ensure the Premises are made safe for the Licensee's proposed use by participants and guests. This includes compliance with local/state/historical building codes and county zoning requirements, where applicable.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than those listed in Exhibit "C," without prior written consent from the County. All activities not specifically mentioned shall be coordinated and approved in advance with the County.

C. Within thirty (30) days of the execution of this License Agreement, the Lessor and Licensee shall mutually create an inventory of all fixtures and furniture in the Conference Center, Classroom, Cottages, Dining Hall, Restroom Building, Caretaker's House, Utilities Shed, and Maintenance Shed. The Licensee shall be responsible to maintain these assets during the term of this Agreement. Should any of these items require off-site storage or disposal, the Licensee shall notify the County in writing for approval.

SECTION 5. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all applicable permits

and/or licenses required or needed in connection with any use under this License Agreement. All such permits/licenses shall be obtained prior to the use and copies shall be provided to the County with a copy to the County Attorney's Office. Failure to obtain said approvals and permits will render the license granted herein null and void.

B. The failure of this License Agreement to address a particular permit, condition, term, or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance and authorizations from the responsible federal, state, and local authorities or other entities where necessary to use the Premises in the manner contemplated. Further, it is expressly agreed and understood that Hernando County has no duty, responsibility, or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any permit or authorization granted by the County, including any development order under County land use regulations, shall not in any way be interpreted as a waiver, modification, or grant of any state or federal permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable and shall hold Lessor, its officers, employees, and agents harmless for administrative, civil, and criminal penalties for any violation of federal and state statutes or regulations, including, but not limited to, environmental laws and regulations.

SECTION 6. LICENSE AND LICENSE FEE; OTHER COSTS.

The Licensee shall pay the Lessor an annual fee of One Hundred Fifty (\$150.00) Dollars for the use of the Premises. The first-year fee is due and payable upon approval of the Agreement. The fee is then due on January 1st of each year of the initial term or renewal term. Payment shall be directed to Clerk of Circuit Court, Finance Department, 20 N. Main Street, Room 264, Brooksville, FL 34601, payable to the Hernando County Board of County Commissioners.

SECTION 7. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any additional alterations to the Premises, or to place additional improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the County.

B. ACCESS. The Licensee agrees that all access to/from the Premises throughout the year shall be via the main road and entrance to the Chinsegut Hill site. No parking or other use is permitted on the specified access roads. It shall be the responsibility of the Licensee to direct and control all traffic to and from the Premises.

C. RETURN CONDITION/REPAIR OBLIGATION. The Licensee agrees to surrender/return the Premises to the Lessor in like or equal condition as existed at the commencement of the license. This obligation includes, but is not limited to, the obligation to return the premises in a clean condition, free from garbage, trash, junk, and debris. If the property is not returned in clean condition, the Lessor shall clean the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons, and/or guests arising from each use. If the property is returned with damages necessitating repair, unless otherwise agreed by the parties, the Lessor shall conduct the repair to the Premises and bill the Licensee. Any such bill shall be fully paid within thirty (30) days of receipt. In addition, the Lessor may pursue any legal action to recover the debt.

D. SECURITY. The Licensee shall be fully responsible for all security related to each and every use. All security measures will be the responsibility of Licensee.

E. UTILITIES. The Licensee shall be responsible for all expenses for utilities including electric, phone, gas, and cellular telephone data during the terms of this License Agreement that are for the Conference Center (Dining Hall, Restroom Building, Cottages, Classroom, Caretaker's House, Utilities Shed, and Maintenance Shed). Within thirty (30) days of executing this Agreement, the Licenser shall transfer all utility accounts into the name of the Licensee.

F. EXPENSES. The Licensee and Licenser agree on the attached matrix of responsibilities (Exhibit "D"), including legal and financial responsibility for each item.

G. REVENUE. Unless otherwise required by the County's Lease of the Premises, all rent and other income due and payable for the Premises will remain the Licensee's sole revenue to carry out permitted uses as described in Exhibit "C" and responsibilities as listed in Exhibit "D".

H. WATER WELL. The Chinsegut facility is connected to a water well and fire pump system ("Robbins Donation 2") owned by Florida A&M University. The use of this system is provided by a revocable permit in favor of Hernando County. This permit terminates on February 22, 2027. Should this system not be available to serve the Chinsegut facilities in the future, the Licenser will install or connect to a water system suitable to serve the property.

I. Licensee shall provide its annual financial statement and/or audit to the Licenser for review by January 30th of each year of this License Agreement.

SECTION 8. LICENSEE ACKNOWLEDGMENT.

A. The Licensee acknowledges and agrees that the Premises consist of portions of the Chinsegut Hill property, specifically the Conference Center, Dining Hall, Cottages, Classroom, Caretaker's House, and related facilities (support buildings etc.) as set out in Exhibits "A" and "B".

SECTION 9. INDEMNITY/HOLD HARMLESS, INSURANCE, SAFETY AND INSURANCE PROVISIONS.

A. INDEMNIFICATION.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this agreement. Licensee is a political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions, accidents, injury, or damage whatsoever occurring in or at the Premise caused, and claims brought, in whole or in part by, Licensee and Licensee's agents, directors, officers, employees, invitees, and contractors. This section shall survive the expiration or any termination of this License.

B. PROTECTION OF PERSONS AND PROPERTY.

The Licensee will take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of operations under this License.

C. MINIMUM INSURANCE REQUIREMENTS.

Licensee shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this License.

GENERAL LIABILITY: Commercial General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death. **COVERAGE AS FOLLOWS:**

EACH OCCURRENCE GENERAL	\$1,000,000
AGGREGATE	\$2,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$2,000,000

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (anyone [1] fire)	\$50,000
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ADDITIONAL INSURED: Licensee agrees to endorse Hernando County as an additional insured on the Commercial General Liability Policy. The additional insured shall read, "Hernando County Board of County Commissioners." Proof of Endorsement is required.

WAIVER OF SUBROGATION: Licensee agrees by entering into this Agreement to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Licensee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Other, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, and coverage shall be voided should Licensee enter into such an agreement on a pre-loss basis.

EXCESS/UMBRELLA LIABILITY: Licensee shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000.

LIQUOR LIABILITY: Licensee is not required to provide proof of liquor liability coverage since the Licensee will not provide or sell liquor. Licensee will require vendors to provide proof of liquor liability, which shall name the Licensee and Hernando County as an additional insured on the Vendor's policy; and further, provide Hernando County with a waiver of subrogation for General Liability.

WORKERS' COMPENSATION: As required by law:

STATE	Statutory
APPLICABLE FEDERAL	Statutory
EMPLOYER'S LIABILITY	Minimum \$100,000 each accident \$100,000 \$500,000 policy limit

SUBCONTRACTORS (IF APPLICABLE): Any and all subcontractors hired by Licensee are required to provide Hernando County with a Certificate of Insurance with the same limits required within this License Agreement. All subcontractors are required to name Hernando County as additional insured and provide a waiver of subrogation for General Liability.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Licensee agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify when available by Licensee's insurer. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, **Licensee agrees to notify the County within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.** The Certificate Holder shall read:

Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, FL 34604

2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles, which all are the sole responsibility and risk of Licensee.

3. The term "COUNTY" or "HERNANDO COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

SECTION 10. LICENSOR SUPPORT.

The Licensor will support and collaborate on grants and other sources of financial support identified by the Licensee that further the restoration and operation of the Chinsegut facilities, subject to County Commission approval. Examples of this support can include applications for grants, state and federal legislative appropriations, or requests to private foundations.

SECTION 11. TERMINATION.

This License Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party. This License Agreement may also be terminated as stated in Section 3.C., Section 13, or where Licensee fails to meet the requirements as stated within this License.

SECTION 12. NOTICES.

All notices, demands, requests, or replies provided for or permitted by this License Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as a certified mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid nationally recognized overnight courier (such as UPS, overnight mail or Federal Express); (d) or by email. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery or email shall be deemed effective one (1) business day after transmission or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For the purposes of notice or communication to the Licensee:

City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

In the case of notice or communication to the Licensor:

Hernando County
c/o County Administrator
15470 Flight Path Drive
Brooksville, FL 34604

SECTION 13. NO ASSIGNMENT.

The Licensee shall not assign this License Agreement to any other person or entity. Any attempt to assign this Agreement will revoke the license granted herein and the Agreement will be terminated.

SECTION 14. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 15. AMENDMENT/MODIFICATION.

This License Agreement may only be modified by a written document duly executed by the Licensor and the Licensee.

SECTION 16. SEVERABILITY.

If any clause, section, sentence, or any other portion or any part of this License Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent the provision is contrary, prohibited, invalid, or void; however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 17. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this License Agreement shall be brought solely in the County or Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. This License Agreement shall be governed by Florida law. Each party hereto agrees to bear its own attorney fees and costs in the event of any dispute. As allowed by law, both parties waive their right to a jury trial.

IN WITNESS WHEREOF, the Lessor and the Licensee have caused this License Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, as of the date last executed below.

ATTEST:

Hilary Kupke, Deputy Clerk

DOUGLAS A. CHORVAT, JR.
CLERK OF CIRCUIT COURT



BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

John Allocchio
JOHN ALLOCCHIO
CHAIRMAN

6/27/2023
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Victoria Anderson
COUNTY ATTORNEY'S OFFICE

ATTEST:

Jennifer Battista
JENNIFER BATTISTA
CITY CLERK

Blake Bell
CITY OF BROOKSVILLE

6/15/23
Date

BLAKE BELL
MAYOR/CITY COUNCIL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Gretchen R. H. Vose
GRETCHEN R. H. VOSE
CITY ATTORNEY

Approved by City Council
6/15/23

Exhibit A
Manor House Site Plan



Exhibit B

Conference Center Site Plan

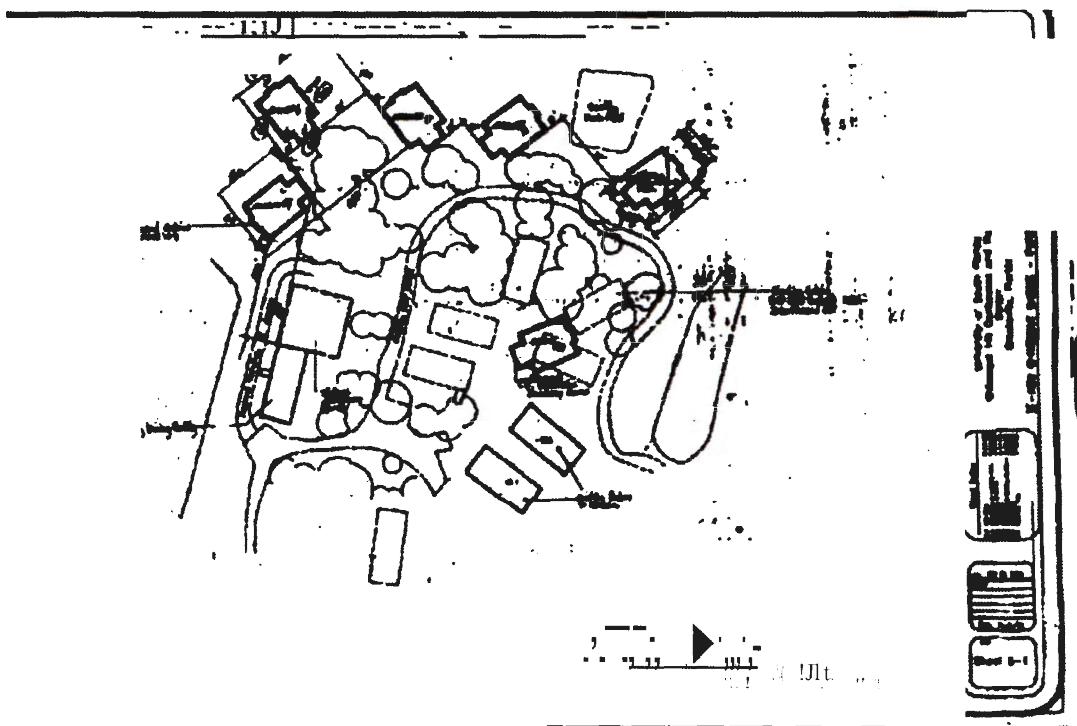


EXHIBIT C

EVENTS/ACTIVITIES

- * Non-lodging rentals (grounds, dining hall, classroom, conference center)
- * Non-retreat lodging
- * Retreat lodging
- * Weddings and associated activities
- * Catering
- * Breakfasts, lunches, and dinners
- * Community events/activities to include, but not limited to; activities that promote fine arts, culture, music, literature and/or history; movie night, tea parties, holiday events, small scale festivals, etc.
- * Trainings/conferences
- * Photography and artist events
- * Retreats
- * Outdoor hikes, nature festivals, and nature educational events
- * Training and educational programs
- * Collaborative events planned in conjunction with Tampa Bay History Center

EXHIBIT D

Item	County	City	TBHC
Electricity Manor House, Maint. Shed, Water Plant	x		
Electricity (Retreat Areas)		x	
Mowing Grounds		x	
Automatic Entrance Gate	x		
Lawn Trim Work		x	x
Internet Access	x		
Phone Service		x	x
Kitchen cleaning		x	
Kitchen equipment replacement (incl. pots, pans, etc.)		x	
Water Plant Maintenance	x		
Pest Control (Retreat Areas)		x	
Pest Control (Manor House)	x		
A/C Maintenance repair Manor House	x		
A/C Maint. repair (cabins, dining hall, classroom, caretakers)		x	
Equipment used in retreat center operations		x	
Fire Alarm maintenance, phone lines for fire alarm.	x		
Roof Repair / Replacement	x		
Maintenance of Retreat Center		x	
Cleaning of Cabins / Bed Sheets		x	
Cleaning of Manor House			x
Cleaning of Dining hall / Classroom		x	
Advertising for events / tours		x	
Security of Site		x	x
Inventory and Preservation of articles in Manor House			x
Educational Signs for Manor House			x
Invasive Plant Management	x		
Fallen Tree removal (Manor house)	x		
Fallen Tree removal (Retreat Areas)		x	
Plumbing Manor House	x		
Plumbing Conference Center (Including cabins)		x	
Insurance for Manor House	x		
Security System of Manor House	x		

County = Hernando County Board of County Commissioners

City = City of Brooksville

TBHS = Tampa Bay History Center