

**AMENDMENT 2
GENERAL LEASE AGREEMENT #R2016101/REV-BAYFRONT/1617
BAYFRONT CENTER LEASE**

THIS AMENDMENT IS TO THE ORIGINAL AGREEMENT effective March 1, 2017 and is dated as of

April 6, 2021, by and between:

The City of Punta Gorda
326 West Marion Ave.
Punta Gorda, FL 33950
(941) 575-3302

(hereinafter called **LANDLORD**); and

The SKY Family YMCA
701 Center Road
Venice, FL 34285
(941) 375-9102

(hereinafter called **TENANT**)

WITNESSETH:

Landlord and Tenant, in consideration of the mutual covenants hereinafter set forth, agree to amend the original Lease for Bayfront Center executed March 1, 2017 as follows:

SECTION (2) EXTENSION TERM AND TENANCY: Landlord and Tenant hereby agree to extend the term of the Lease for a one (1) year period, commencing on April 1, 2021 through March 31, 2022 with the option to continue leasing the premises on a month-to-month basis until such time as Landlord or Tenant elect to terminate the Agreement. Landlord and Tenant shall have the right to terminate for any reason by giving Ninety (90) calendar days written notice to the other party. YMCA shall thereupon vacate the premises within Ninety (90) calendar days of receipt of such written notice. In its sole discretion, City may grant YMCA additional time to vacate.

SECTION (3) RENT: The Tenant hereby agrees to pay the Landlord without notice, as rent for the Facility during this term the amount of eight hundred and fifty-nine dollars and forty cents (\$859.40) on or before the first day of each and every month of the term thereof. Rental for a fraction of any month shall be prorated on a daily basis. Concurrently, with each rental payment, YMCA shall pay to the City the Florida State Sales tax applicable thereto. Payments received by City after the tenth day of the month shall be considered delinquent and a twenty percent (20%) delinquency penalty shall apply. Two delinquent payments within twelve (12) consecutive months will constitute a Breach of Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment in duplicate. One counterpart each has been delivered to **CITY FILE** and **CONTRACTOR**. All portions of the Amendment Documents have been signed or identified by **CONTRACTOR** and **CITY** or by **REPRESENTATIVE** on their behalf.

This Amendment will be effective on the date first written above on Page One of this Amendment.

CITY OF PUNTA GORDA

THE SKY FAMILY YMCA:

BY: ADM

Name: Gregory Murphy

BY: Allison R Buzick

Name: Allison R Buzick

WITNESS: Julie Rogan-Sutter

WITNESS: Karen Hartson

ADDRESS FOR GIVING NOTICES:

326 West Marion Avenue
Punta Gorda, FL 33950

ADDRESS FOR GIVING NOTICES:

701 Center Road
Venice, FL 34285



CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340
PGPurch@CityofPuntaGordaFL.com

Sky Family YMCA
Chief Executive Officer

RE: Agreement #R2016101/REV-BAYFRONT/1617
Contractor's Site Name: 750 West Retta Esplanade, Punta Gorda, FL 33950
Annual Rent Increase

This letter is to serve as the annual notice of rent increase for the above referenced Agreement. The Agreement allows for an automatic increase of 4.55% effective on the anniversary date of the commencement date of April 1, 2017.

Please remit your monthly payments, in the amount of \$859.40 for the period of April 1, 2020 through March 31, 2021 to: City of Punta Gorda, Finance Department, 326 W. Marion Avenue, Punta Gorda, FL 33950. Payments are due in advance on or before the first day of every month.

Sincerely,

/s/

Julie Rogan-Sutter
Sr Purchasing Agent

Cc: Finance Department



Databases, Tables & Calculators by Subject

Change Output Options:

From: To:

Include graphs Include annual averages

Data extracted on: March 20, 2020 (9:31:01 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CURR0306SAE
 Not Seasonally Adjusted
 Series Title: All items in South urban, all urban consumers, not seasonally adjusted
 Area: South
 Item: All items
 Base Period: 1982-84=100

Download: [XLS](#) [TISS](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	210.056	210.020	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338	210.913	211.764
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	220.371	219.969	219.469	218.618	217.249	219.987
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412													

Increase 4.55%





FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

January 21, 2020

City of Punta Gorda
Julie Rogan-Sutter

This letter serves as our intent to renew the Lease of the Bayfront Center per contract number R2016101.
Please change contact information to me: Pete Shattuck at pshattuck@veniceymca.org

Please let me know if there is anything else we must do to complete contract renewal.

Sincerely,

Pete Shattuck
Chief Operating Officer
SKY Family YMCA

The SKY Family YMCA
701 Center Rd
Venice, FL 34285
941.492.9622
SWFLYMCA.org

Bonita Springs • Englewood • Fort Myers • North Port • Port Charlotte
Punta Gorda • Venice • Hendry & Glades Counties



CITY OF PUNTA GORDA

PROCUREMENT DIVISION
326 WEST MARION AVENUE
PUNTA GORDA, FL 33950
(941) 575-3366
FAX: (941) 575-3340

PGPurch@CityofPuntaGordaFL.com

March 13, 2019

Sky Family YMCA
Chief Executive Officer

RE: Agreement #R2016101/Rev-BAYFRONT/1617
Contractor's Site Name: 750 West Retta Esplanade, Punta Gorda, FL 33950
Annual Rent Increase

This letter is to serve as the annual notice of rent increase for the above referenced Agreement. The Agreement allows for an automatic increase of 2.74% effective on the anniversary date of the commencement date of April 1, 2017.

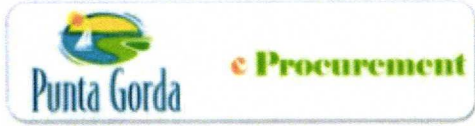
Please remit your monthly payments, in the amount of \$822.00 for the period of April 1, 2019 through March 31, 2020 to: City of Punta Gorda, Finance Department, 326 W. Marion Avenue, Punta Gorda, FL 33950. Payments are due in advance on or before the first day of every month.

Sincerely,

/s/

Julie Rogan-Sutter
Purchasing Agent II

Cc: Finance Department



My Profile Help Log Off
Welcome Perri!

Home	Bids	Auctions	Contracts	Suppliers
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View Contract

Return History

Contract Information

Organization City of Punta Gorda (City of Punta Gorda, Florida)
Owner Name Marian Pace Procurement Manager
Email mpace@pgorda.us
Phone (941) 575-3348
Fax

Title REV-BAYFRONT/1617
 Lease/Management Bayfront Center
Description Lease of the Bayfront Center
Contract Number R2016101
Type Lease Real Estate
Department City Manager
Supplier Sky Family YMCA
Contract Amount \$9,600.00
Status Active
Auto-Renew?
Renewal Period (Years)
Written Notice Period
Contract Contact Name Stephanie Deiter
Contract Contact Email sdeiter@veniceymca.org
Contract Contact Phone 941-492-9622 x169
Lease Amount

Supplier Information

Supplier Name Sky Family YMCA
Address 701 Center Road
 Venice, FL 34285
Phone (941) 492-9622
Fax
Contact Name Clark Heter
Email cheater@skyyymca.org

Terms/Renewals (1)	Event Information	Attachments (13)
Insurance (3)/Bonding	Resources	Notes
		Reminders (1)

Active Contract Term

Description Renewal 1

Start Date 04/01/2019

End Date 03/31/2020

Notes YMCA must submit a notice of intent to renew 60 days prior to expiration. If City does not want to continue a 30 day notice is required.

Historical Contract Terms

Description	Notes	Start Date	End Date
Initial Lease Period	Renewals 2 each - 1 year. YMCA must submit a notice of intent to renew 60 days prior to expiration. If City does not want to continue a 30 day notice is required. Emailed City Manager for the City's intent on 12/19/18.	04/01/2017	03/31/2019
Items 1-1 shown of 1			1

Available Renewal Options

Renewal Number	Description	Duration Interval
Renewal 2	Renewal 2	1 Year(s)
Items 1-1 shown of 1		1

**AMENDMENT 1
AGREEMENT #R2016101/REV-BAYFRONT/1617**

THIS AMENDMENT IS TO THE ORIGINAL AGREEMENT effective March 1, 2017 and is

dated as of August 2, 2017, by and between:

The City of Punta Gorda
326 West Marion Ave.
Punta Gorda, FL 33950
(941) 575-3302

(hereinafter called **CITY**); and

SKY Family YMCA
701 Center Road
Venice, FL 34285
(941) 492-9622

(hereinafter called **CONTRACTOR**)

CITY and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – Company Name Change:

1. The original agreement is amended to reflect the name change from Charlotte County Family YMCA to SKY Family YMCA, effective July 14, 2017.
2. The terms and conditions set forth in the original agreement (Exhibit A) shall remain in force.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment in duplicate. One counterpart each has been delivered to **CITY FILE** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **CONTRACTOR** and **CITY** or by **REPRESENTATIVE** on their behalf.

This Amendment will be effective on the date first written above on Page One of this Amendment.

CITY: CITY OF PUNTA GORDA

CONTRACTOR:

BY: 

BY: 

Name: Mary H. Pace, Procurement Mgr.

Name: PATRICIA RYAN 7/14/17

WITNESS: 

WITNESS: Yvonne Proctor 7/14/17

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

326 West Marion Avenue
Punta Gorda, FL 33950

701 Center Road
Venice, FL 34285

JUL28 17 10:22AM

Deb Adams

Subject: FW: Charlotte County Family YMCA -Bayfront Center - Agreement #R2016101/REV-BAYFRONT/1617
Attachments: Bayfront City of PG 04.01.17-03.31.19.pdf

From: Linda Eppenga [<mailto:leppenga@charlottecountyyymca.com>]
Sent: Monday, July 10, 2017 4:54 PM
To: Public Records Request <PublicRecordsRequest@CI.PUNTA-GORDA.FL.US>
Cc: Linda Eppenga <leppenga@charlottecountyyymca.com>
Subject: Charlotte County Family YMCA -Bayfront Center - Agreement #R2016101/REV-BAYFRONT/1617

To Whom This May Concern,

The Charlotte County Family YMCA is scheduled to merge with its' neighboring YMCA, SKY Family YMCA on Friday, July 14, 2017. With this we would like to request an addendum be added to General Lease Agreement #R2016101/REV-BAYFRONT/1617 to name SKY Family YMCA and to change the notice address to:

Chief Executive Officer
701 Center Road
Venice, FL 34285

Please forward this request to the party required to addend this request and do not hesitate to reach out for further inquiry.

Kind regards,

Linda Eppenga
Finance Director
Charlotte County Family YMCA
941-492-9622 Extension 169
www.charlottecountyyymca.com
LEppenga@CharlotteCountyYMCA.com



GENERAL LEASE AGREEMENT #R2016101/REV-BAYFRONT/1617
BAYFRONT CENTER LEASE

COMMERCIAL LEASE AND MANAGEMENT AGREEMENT BETWEEN
THE CITY OF PUNTA GORDA AND CHARLOTTE COUNTY FAMILY YMCA

This Commercial Lease and Management Agreement (hereinafter "Agreement") is made this 1 day of March, 2017 by and between the City of Punta Gorda, a Florida municipal corporation whose address is 326 West Marion Avenue, Punta Gorda, FL 33950 (hereinafter "City") and the Charlotte County Family YMCA whose principal address is 19333 Quesada Avenue, Punta Gorda, FL 33950 (hereinafter "YMCA"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **INTENT AND PURPOSE:** The City owns real property known as the Bayfront Center located at 750 West Retta Esplanade, Punta Gorda, Florida (hereinafter "Center"). YMCA is a non-profit corporation and is well able to manage the Center, make it available to the public as directed by the City or its designee, and to operate a community center at the Bayfront Center. City finds that the YMCA's lease, management and use of the Center are in the best interest of the City and the public.

2. **TERM AND RENEWALS:** City hereby grants to YMCA the exclusive right to rent, lease, operate and manage the Facility upon the terms hereinafter set forth for an initial term of two (2) years beginning at 12:01 a.m. on April 1, 2017, and ending at 11:59 p.m. on, March 31, 2019, with the option of two (2) each one (1) year renewal terms subject to all of the terms and conditions herein contained. In order to exercise each option, YMCA shall give the City written notice of its intention to renew the Agreement sixty (60) calendar days prior to its expiration. Notwithstanding any provision in this Agreement to the contrary, the City reserves the right to terminate at any time, for any reason upon the provision to the YMCA of thirty (30) calendar days written notice of City's intent to terminate. YMCA shall thereupon vacate the premises within thirty (30) calendar days of receipt of such written notice. In its sole discretion, City may grant YMCA additional time to vacate.

3. **RENT:** YMCA shall pay to City, as rent for the Facility during this term, the amount of eight hundred dollars (\$800.00) per month simultaneously with the execution of this Agreement, as the first month's rental, and eight hundred dollars (\$800.00) in advance, on or before the first day of each and every month of the term thereof. Rental for a fraction of any month shall be prorated on a daily basis. Concurrently, with each rental payment, YMCA shall pay to the City the Florida State Sales tax applicable thereto. Payments received by City after the tenth day of the month shall be considered delinquent and a twenty percent (20%) delinquency penalty shall apply. Two delinquent payments within twelve (12) consecutive months will constitute a Breach of Agreement.

The annual rent shall be adjusted annually on each anniversary date for the term of the Agreement. The current rent rate shall be increased each year based on the last published Consumer Price Index (CPI) All Urban Consumers, Southern Region, immediately preceding each anniversary date over the CPI for the same month immediately preceding the previous year. No adjustment shall be made that will reduce the base rent. Offerors shall propose the renewal period(s) increase percentage in their proposal.

4. **PUBLIC PURPOSE:** The City's willingness to enter into this Agreement is based upon a finding that the proposed use and management of the Facility by YMCA is in the best interest of the City in its governmental capacity.

5. **USE AND MANAGEMENT:**

A. The Center will be used as a Community Center (hereinafter "Community Center") open to all irrespective of age, color, sex or national origin. YMCA's use shall be consistent with the usages common to community activity centers, including but not limited to those activities/events proposed in its Proposal attached hereto as Exhibit A. At such times as the Community Center is available, the YMCA may lease or rent the Community Center to the public at the rates set forth in Exhibit B attached hereto and made a part hereof. Additionally, the YMCA will honor current rentals presently under contract and give scheduling priority to all groups, clubs and the like that have, in the past, used the Center on a periodic or annual basis. City meetings conducted for the general benefit of the community will take scheduling priority over regularly scheduled activities. Except in emergency situations, these meetings will be scheduled on no less than two weeks' notice.

B. YMCA shall provide quarterly reports to the City in a format agreed to by City, documenting the use of the Center and rental fees collected by YMCA. At a minimum the reports must include traffic related to rentals, classes and other community events.

C. YMCA agrees to provide Learn to Sail and Peace River Power Sail and Power Squadron their existing space in the Center as a sublease to the YMCA.

D. The City may provide input to the YMCA regarding the use of the Facility.

6. **CITY DUTIES AND REPAIRS:** City shall maintain and repair all water, sewer, heat, air conditioning and electrical systems with respect to the Center. City shall also provide for pest control services and keep in place all hazard and liability insurance currently in force regarding the building, grounds and landscaping. City shall keep the Center repaired, except repairs necessitated due to negligence of YMCA or YMCA's invitees. City shall be notified immediately of any damage to the Center. The City will perform semi-annual inspections with the YMCA Facility Manager to insure building integrity.

7. **YMCA's EXPENSES:**

A. YMCA shall be responsible for all furnishing and expenses relating to:

- i. Advertising the availability of rental of the Center and all of its rental forms, which shall be approved by City; and
- ii. Shall have the authority (and be obligated for all expenses) concerning collection of rents, giving receipts, terminate rentals, enforce terms and conditions imposed upon invitees by City or YMCA, and
- iii. Institute and prosecute actions for collections of rent or damages, and when expedient to settle, compromise and release such causes of actions. Lienors under Chapter 713 of Florida Statutes shall not be allowed any mechanic's liens on the Center; and
- iv. Establish an account for the Center with FPL for electricity needs and pay all expenses related to this utility; and
- v. Responsible for all janitorial services, including stripping and waxing the floor one time per year, bimonthly maintenance and required repairs of the existing City ice machine, as well as telephone and communications equipment and services, cable television, and any other services or equipment utilized at the Center by the YMCA; and
- vi. Payment of the City's monthly for water, sewer and waste collection expenses. The City will direct the utility bills to YMCA for payment; and
- vii. YMCA shall furnish tables and chairs for programs and events with the exception of the existing table and chairs located in the Fireside Room which are furnished by the City; and
- viii. YMCA shall bear no responsibility or expense for the maintenance of exterior shrubs, landscaping and grass; and
- ix. YMCA will be allowed to perform minor cosmetic changes to the Center with the approval of the City. No other physical improvements or modifications may be made to the Center without the written approval of the City; and
- x. All other expenses required to maintain and operate the Center

8. **IMPROVEMENTS AND MAINTENANCE OF CENTER:** YMCA may, at any time during the Lease term, subject to the conditions set forth herein and at its own expense, make alterations, additions or improvements to the Center with the City's prior consent. Improvements shall be performed in a workmanlike manner. All work shall be done in accordance with requirements of all federal, state and local regulations. The plans and specifications for any improvements shall be submitted to City for written approval prior to commencing work.

All improvements to the Center at the commencement of the initial term, and that may be erected or installed during the initial term and any renewal terms of this Lease, shall become part of the demised Premises and sole property of City, except that all moveable fixtures, including but not limited to partitions, counters, railings, etc., installed by Lessee shall be and remain the property of YMCA and YMCA may, at its own expense, remove all property or portion thereof which, by the terms hereof, Lessee is permitted to remove, and shall repair all damage to the demised Premises caused by such removal, and shall restore the Premises to the condition they were in prior to the making or installation of improvements and other property so removed. At the City's option,

YMCA may be required to remove all improvements, at the YMCA's sole expense, at the expiration or earlier termination of this Lease, and shall restore the Center to its preexisting condition.

YMCA shall at all times during the Lease and at its own costs and expense maintain in a good, safe and substantial condition the Center and any improvements, additions and alterations to the Center, and shall use all reasonable precaution to prevent waste, damage or injury to the Center. YMCA shall, at its own costs and expense repair any portion of the Center damaged by YMCA. YMCA shall, at all times during the Lease and at its own costs and expense maintain in a good, safe and substantial condition the Center and any improvements, additions and alterations thereto. Upon expiration or early termination of this Lease, YMCA shall deliver the Center to City in the same condition as YMCA found Center on the commencement of this Lease.

9. **EMPLOYEES:** YMCA and its employees are not employees of the City and YMCA is authorized to hire, discharge and supervise all labor and employees required for its use and management of the Facility.

10. **INSURANCE:** Any use or rental of Facility that results in a material increase in hazard or liability insurance, or cancellation of either, shall at the option of either party allow immediate termination of this Agreement. YMCA shall keep in force during the term of this Agreement and any renewals thereof, at YMCA's sole expense, comprehensive general liability insurance in companies approved by City (which approval shall not be unreasonably withheld) to protect against liability incidental to the use of or resulting from any acts occurring in or about the Facility, the liability under said insurance to be not less than One Million Dollars (\$1,000,000) for injury to one person in one accident, occurrence or casualty, and not less than a combined single limit of Two Million Dollars (\$2,000,000) for injuries to one or more persons and/or damage to property, in any occurrence. YMCA shall cause the City to be named as an additional insured on any such policies. YMCA shall also hold a Worker's Compensation policy meeting statutory limits. YMCA shall furnish proof of insurance prior to the initiation of any term under this Agreement and annual renewal certificates must be submitted to the City's Procurement Office. YMCA shall notify City of any cancellation of insurance prior to the expiration of the term of this Agreement.

11. **ASSIGNMENT:** City is relying on the services of the YMCA named herein. This Agreement may not be assigned, nor except as otherwise provided herein, be sublet without consent of City.

12. **DAMAGE BY FIRE OR OTHER CASUALTY:** If the Facility is substantially damaged by fire or other casualty, the City shall have the option to rebuild and repair the Facility or to terminate this Agreement. In the event of substantial damage by fire or other casualty, the City shall abate any rent payable under this Agreement in proportion to the impairment of the use that can reasonably be made on the property for the purpose permitted by this Agreement, until the Facility is rebuilt and repaired.

13. **REMEDIES FOR BREACH OF AGREEMENT:** If either the City or YMCA shall fail to perform, or shall breach any portion of this Agreement for thirty (30) calendar days after a written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Agreement or compel performance of the Agreement.

14. **TERMINATION:** This Agreement shall be terminated immediately if the YMCA or City shall be dissolved, become insolvent or bankrupt, or make assignment for the benefit of creditors. Except as otherwise provided herein, either party may terminate this Agreement with thirty (30) calendar days written notice to the other party.

15. **FUNDING:** Nothing contained herein tenders or concerns the funding of the day-to-day operation of the YMCA Facility.

16. **NOTICE:** All rent payable and notice given under this Agreement to the City shall be paid and given at City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950, or such other place as the City shall specify in writing.

All notice under this Agreement to the City shall be given at:
City Procurement Division
326 West Marion Avenue
Punta Gorda, FL 33950.

All notice given under this Agreement to YMCA or any assignee or sub-lessee of the YMCA shall be given at:
Charlotte County YMCA
Executive Director
19333 Quesada Avenue
Port Charlotte, FL 33948

17. **ACCESS BY CITY:** The City may enter, inspect and make such repairs to the Facility as the City may reasonably desire at all reasonable times.

18. **SIGNS:** The YMCA shall be permitted one ground level sign in conformance with all City codes and approved by the City Council.

19. **PARKING:** City shall supply and maintain adequate parking for YMCA and visitors to the Facility.

20. **USES:** The Facility shall not be used except for the purposes specified in Paragraph 5 of this Agreement. The YMCA shall not do or permit anything to be done in or about the Facility, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Facility. With respect to matters pertaining solely to the use, operation, and management of the Facility on behalf of the City, the YMCA understands that it may be subject to the Florida Government-in-the-Sunshine Law and the Florida Public Records Law.

21. **INDEMNIFICATION:** YMCA shall indemnify and hold harmless City and its officers, directors, employees, agents, and successors (herein referred to as "Indemnified Parties") from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of the YMCA's use of the Facility. In the event any of the Indemnified Parties shall be made a party to any litigation or administrative action commenced by or against the YMCA, its agents, contractors or employees, YMCA shall protect and hold Indemnified Parties harmless from and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Indemnified Parties in connection with such action or actions. YMCA shall also pay all costs, expenses and reasonable attorney's fees which may be incurred or paid by Indemnified Parties in enforcing the covenants and conditions of this Agreement, whether incurred as a result of litigation or otherwise.

22. **RADON GAS:** As required by Florida Law, City hereby discloses the following notification on 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 the Charlotte County Health Department.*

23. **ENTIRE AGREEMENT:** This Agreement contains and embodies the entire agreement of the parties hereto and no representations, inducements of agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect, and the same may not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto.

24. **VENUE:** This Agreement shall be governed by and construed in accordance with Florida law. Venue for the purposes of any action brought to enforce or construe the Agreement shall lie in Charlotte County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Agreement Documents have been signed or identified by CONTRACTOR and CITY or by REPRESENTATIVE on their behalf.

CITY OF PUNTA GORDA

CHARLOTTE COUNTY FAMILY YMCA

SIGNATURE:

Richard Keeley

SIGNATURE:

Gary P. Butler
GARY P. BUTLER

Print Name

WITNESS:

David M. Levin
David M. Levin

WITNESS:

Heidi Epping

Address for giving notices:

Address for giving notices:

Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

Executive Director
19333 Quesada Avenue
Port Charlotte, FL 33948



**Proposal to Lease the Bayfront Center
750 W. Retta Esplanade, Punta Gorda
Solicitation #R2016101
Project Name: Rev-Bayfront/1617**

Executive Summary

The Charlotte County Family YMCA is submitting this proposal for continued lease operations for the entire Bayfront Center facility, the initial term beginning April 1, 2017 and ending March 31, 2018. The center continues to be used heavily by the Y as well as other community organizations and residents. This usage includes the variety of Charlotte County YMCA led group exercise classes primarily attended by adult city residents, a five-week summer day camp for local youth also conducted by the YMCA, community organizations including the Peace River Power Squadron, a church, and multiple private events i.e. weddings, reunions. The YMCA also rents out a portion of the building to Learn to Sail.

The YMCA has participated in the current evaluation process being conducted by the City regarding the long-term usage of the park property the Bayfront Center sits on. The YMCA, if awarded the continuation of its lease, is willing to collaborate with the city in determining the appropriate term of the lease based on the uncertainty of the Bayfront Center's future availability.

Programs Portfolio

The Charlotte County Family YMCA will continue to utilize the Bayfront Center for its group exercise classes. Based on a recent survey of its members, there is a desire to expand the variety of its classes of which the Y is currently considering. During the first three quarters of the current lease, the classes hosted 8077 attendees. Please see *attachment 1; Current schedule of group exercise classes and class descriptions*. The Y is also testing a diabetes prevention program at its North Port Y facility with the anticipation of expanding this program to the Punta Gorda community with the expectation to host this program at the Bayfront Center in the fall of 2017. The youth day camp program which took place this past summer, was highly successful and will be expanded in the summer of 2017. Theme based programs around STEM, innovation, sports and arts will be enhanced. The YMCA is also in conversations with *Sarasota Crew* to expand their nationally recognized and award winning youth crewing program with starting a chapter located on Charlotte Harbor. The Bayfront Center offers a unique location for starting a youth crew chapter locally.

The YMCA will continue to allocate resources to make the facility available to the community at large. In addition to *Learn to Sail*, of which the Y leases part of the facility to, the Y would continue the positive relationship it has with the other organizations who regularly hold meetings and events at the Center. These organizations will continue to receive priority in facility usage scheduling. Please see *attachment 2; Bayfront Summary Traffic Report April 1, 2016 - December 31, 2016* for a full analysis on facility usage. The Y currently has several events booked through the summer of 2017. Refer to *attachment 3* to review a copy of the current rental agreement used for groups wishing to hold an event at the center. The City of Punta Gorda and many of its residents have found the Bayfront Center to be a go-to location for a diversity of activities and unique experiences. These experiences provide a wide variety of benefits including social, educational, learning, leadership, team-building, religious, personal development and wellness.

Center Usage Requirements

The Charlotte County YMCA will continue to utilize and make the Center available 7 days a week. The YMCA allocates space accordingly based on the need of the organization. All group exercise classes, weddings and reunions are typically held in the Main Hall. Conferences and training are typically conducted in the classrooms. One of the offices are used by staff and the other has been used by small groups. Outside space continues to be made available for boat storage while several interior storage spaces are allotted for usage by regular organizations.

Finance

The YMCA has experimented over the years with an attempt to find the right business model to optimize revenue while managing the expenses of the Bayfront Center. It is important to the Charlotte County YMCA to ensure the Y has adequate facilities to provide the type of programs its members require. The Y also recognizes its role and expertise in managing community-based facilities and the benefit this provides to a community which can leverage this expertise. In 2015, the decision was made by the Y to employ a full-time director with the expectation that this would increase rental revenues sufficient to offset the Bayfront Center operating costs. Unfortunately, the revenue targets were not met and the Center's expenses increased approximately \$22,000 higher than the offsetting revenue increase. See attachment 4; *Statement of Activities Report Bayfront Center*. The position was eliminated in early fall of 2016 and the Center is currently managed by the Punta Gorda YMCA branch director.

In addition to the director, there are four part-time employees assigned to activity and event management, maintenance and custodial services. There are also a number group exercise instructors whose compensation is also expensed to the Bayfront Center operating statement. The Bayfront Center revenue is derived primarily from rental income. The bulk of the expenses are found in the categories of personnel (employee compensation, custodial contractors) and building operations (rent and utilities). Since the YMCA does use the Center during weekday mornings for its group exercise classes, occasional meetings, and for the five-week youth day camp, the YMCA's general operations absorbs the Center's operating deficit.

Once the YMCA lease is confirmed for 2017-2018, the Y will employ a part-time dedicated manager to oversee the Bayfront Center. The YMCA is also in the process of redesigning its facility maintenance and custodial department which will end up increasing both the hours and skill set of the maintenance and custodial staff assigned. The YMCA recognizes it must balance the need to operate the Bayfront Center for the availability of its programs as well as those of the community, with the requirement that this arrangement remain financially viable. The Y therefore requests a continuation of the current monthly lease payment of \$800. We believe that the Bayfront Center plays a significant role in the YMCA's mission and therefore should remain part of the YMCA portfolio of community outreach facilities. With the changes outlined above, the YMCA will be better positioned going forward to manage the Bayfront Center, both programmatically and financially.

Attachments:

1. Current schedule of group exercise classes and class descriptions
2. *Bayfront Summary Traffic Report April 1, 2016 - December 31, 2016*
3. Current rental agreement for facility usage by organizations and residents
4. *Statement of Activities Report Bayfront Center*

Class Descriptions

Pilates: Core strength is the foundation of Pilates. When the core muscles are strong, they work to support the spine in movement. As you develop core strength, not only do you achieve abdominal sculpting, but a strong, healthy, pain-free back!

SilverSneakers® ROM: Muscular Strength & Range of Movement. Have fun and move to the music while doing various exercises designed to increase strength, range of movement, and activity for daily living. Hand-held weights, elastic tubing with handles, and a Silver Sneakers ball are offered for resistance. Chairs are used for sitting and standing support.

SilverSneakers® Cardio: Circuit Combine fun with fitness to increase your cardiovascular and muscular endurance. This workout includes easy-to-follow low-impact movement and upper body strength, stretching and relaxation exercises designed to energize your active lifestyle. Chairs are used for sitting and standing support.

Zumba: A fusion of Latin and international music – dance themes creating a dynamic, exciting fitness system. Routines feature aerobic/fitness interval training with a combination of fast & slow rhythms that tone and sculpt the body.

Fitness Blend: This class is designed to stretch, tone, and strengthen both the upper and lower body through the use of simple dance, Tai Chi, Pilates, and Yoga moves. Weights and mat work are also included. For all fitness levels.

Forever Fit: FUN in fitness is the name of the game in this class! Class format includes lower body toning and low impact/variable intensity cardiovascular training. For all fitness levels, especially active older adults.

Yoga: Achieve peace and harmony with this great full body workout. Learn breathing techniques and focus for overall physical wellness. Ideal for getting rid of aches and pains of the joints. Yoga consists of synchronized body movements that improve balance and flexibility through coordination of body and mind. (all fitness levels)

Yoga Flow: Ideal for getting rid of aches and pains of the joints. Helps to alleviate common ailments like arthritis, back pain, headaches and muscle tension. Yoga Flow consists of synchronized body movements that improve balance and flexibility through coordination of body and mind. No previous yoga experience is required.

Yoga w/Props: Increased flexibility, mind-body awareness & strength without being hindered by mobility or balance issues. All postures are performed either while seated or standing using a sturdy chair for support.

Subject to change.

Classes are included in your membership for ages 13 & up unless specified.

\$\$ extra charge. Download current schedules Online! www.CharlotteCountyYMCA.com

Exhibit B to Agreement R2016101

Bayfront Center Rental Fee Schedule*

\$100 an hour for wedding/party

\$40 an hour for meetings

\$100 clean up fee for wedding/party

\$40 clean up fee for meetings

\$150 damage deposit which is given back after the event

There is a \$100 non-refundable deposit which does go toward the cost of the rental.

10% discount to non-profit, Y members, board members and staff

*as of 12/31/2016

**CITY OF PUNTA GORDA, FLORIDA
CONTRACT RENEWAL**

CONTRACT NUMBER: #R2012102/REV-BAYFRONT/1213

CONTRACT DESCRIPTION: Bayfront Rental

CONTRACT RENEWAL BETWEEN CITY OF PUNTA GORDA (City) and CHARLOTTE COUNTY YMCA

CURRENT PERIOD: 4/1/2013 Through 3/31/2015

1st RENEWAL PERIOD: 4/1/2015 Through 3/31/2016

2nd RENEWAL PERIOD: 4/1/2016 Through 3/31/2017

Condition of Renewal: YMCA shall submit progress reports to the City's Procurement Office on a contract quarterly basis. The report shall be submitted on the 15th day of the month for the previous quarter. The first report for 4/1/16 – 6/30/2016 shall be due no later than July 15, 2016.

The report shall include: 1) status of overall program; 2) number of people served; 3) status of the sailing program(s); and 4) accomplishments for the quarter.

City Council agrees to renew this Agreement for a one (1) year period at the same rate, terms, conditions and the above condition for renewal.



Howard Kunik, City Manager

4/12/2016

Date

CHARLOTTE COUNTY YMCA APPROVAL TO RENEW CONTRACT FOR AN ADDITIONAL YEAR:

Being an authorized representative of the firm, I do hereby authorize the renewal of the referenced Agreement at the same prices, terms, conditions and quarterly reporting condition for the renewal period stated above.



Authorized Signature

CEO

Title

4-12-16

Date

PLEASE RETURN COMPLETED BY: March 30, 2016

**CITY OF PUNTA GORDA
326 W. Marion Avenue
Punta Gorda, FL 33950**

**Attn: Deb Adams, Senior PA & Contract Administrator
Email: dadams@pgorda.us
(941) 575-3351 (941) 575-3340 (FAX)**



scan to
L.3 calendar ✓

**CITY OF PUNTA GORDA, FLORIDA
CONTRACT RENEWAL**

CONTRACT NUMBER: #R2012102/REV-BAYFRONT/1213

CONTRACT DESCRIPTION: Bayfront Rental

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CURRENT PERIOD: 4/1/2013 Through 3/31/2015

RENEWAL PERIOD: 4/1/2015 Through 3/31/2016

Condition of Renewal: YMCA shall submit progress reports to the City's Procurement Office on a contract quarterly basis. The report shall be submitted on the 15th day of the month for the previous quarter. The first report for 4/1/15 – 6/30/2015 shall be due no later than July 15, 2015.

The report shall include: 1) status of overall program; 2) number of people served; 3) status of the sailing program(s); and 4) accomplishments for the quarter.

City Council agrees to renew this Agreement for a one (1) year period at the same rate, terms, conditions and the above condition for renewal.



Howard Kunik, City Manager

3/4/2015

Date

CHARLOTTE COUNTY YMCA APPROVAL TO RENEW CONTRACT FOR AN ADDITIONAL YEAR:

Being an authorized representative of the firm, I do hereby authorize the renewal of the referenced Agreement at the same prices, terms, conditions and quarterly reporting condition for the renewal period stated above.



Authorized Signature

CEO

Title

3/5/2015

Date

PLEASE RETURN COMPLETED BY: MARCH 11, 2015

**CITY OF PUNTA GORDA
326 W. Marion Avenue
Punta Gorda, FL 33950**

**Attn: Marian H. Pace, Procurement Manager
Email: mpace@pgorda.us
(941) 575-3348 (941) 575-3340 (FAX)**



GENERAL LEASE AGREEMENT #R2012102/REV-BAYFRONT/1213 BAYFRONT RENTAL

COMMERCIAL LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUNTA GORDA AND CHARLOTTE COUNTY FAMILY YOUNG MENS' CHRISTIAN ASSOCIATION

This Commercial Lease and Management Agreement (hereinafter "Agreement") is made this 20 day of February, 2013 by and between the City of Punta Gorda, a Florida municipal corporation whose address is 326 West Marion Avenue, Punta Gorda, FL 33950 (hereinafter "City") and the Charlotte County Family Young Mens' Christian Association, Inc. whose principal address is 19333 Quesada Avenue, Port Charlotte, FL 33948 (hereinafter "YMCA"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **INTENT AND PURPOSE:** The City owns real property known as the Bayfront Center located at 750 West Retta Esplanade, Punta Gorda, Florida (hereinafter "Center"). YMCA is a non-profit corporation and is well able to manage the Center, make it available to the public as directed by the City or its designee, and to operate a Community Center for all ages at the Center. City finds that the YMCA's lease, management and use of the Center are in the best interest of the City and the public.

2. **TERM AND RENEWALS:** City hereby grants to YMCA the exclusive right to rent, lease, operate and manage the Center upon the terms hereinafter set forth for an initial term of two (2) year beginning at 12:01 a.m. on April 1, 2013, and ending at 11:59 p.m. on, March 31, 2015, with the option of two one-year renewal terms subject to all of the terms and conditions herein contained. In order to exercise each option, YMCA shall give the City written notice of its intention to renew the Agreement thirty (30) days prior to its expiration. Notwithstanding any provision in this Agreement to the contrary, the City reserves the right to terminate at any time, for any reason upon the provision to the YMCA of thirty (30) days written notice of City's intent to terminate. YMCA shall thereupon vacate the premises within thirty (30) days of receipt of such written notice. In its sole discretion, City may grant YMCA additional time to vacate.

3. **RENT:** YMCA shall pay to City, as rent for the Center during this term, the amount of \$800.00 per month simultaneously with the execution of this Agreement, as the first month's rental, and \$800.00 in advance, on or before the first day of each and every month of the term thereof. Rental for a fraction of any month shall be prorated on a daily basis. Concurrently, with each rental payment, YMCA shall pay to the City the Florida State Sales tax applicable thereto. Payments received by City after the tenth day of the month shall be considered delinquent and a twenty percent (20%) delinquency penalty shall apply. Two delinquent payments within twelve (12) consecutive months will constitute a Breach of Agreement. At each time the YMCA elects to exercise its option to renew this Agreement, the rent may be adjusted pursuant to further agreement of the parties not to exceed a ten percent (10%) increase.

4. **PUBLIC PURPOSE:** The City's willingness to enter into this Agreement is based upon a finding that the proposed use and management of the Center by YMCA is in the best interest of the City in its governmental capacity.

5. **USE AND MANAGEMENT:**

A. The Center will be used as a YMCA Community Center (hereinafter "Community Center") open to all irrespective of age, color, sex or national origin. YMCA's use shall be consistent with the usages common to YMCA activity centers, including but not limited to those activities/events proposed in its Proposal attached hereto as Exhibit "A". At such times as the Community Center is available, the YMCA may lease or rent the Community Center to the public at the rates set forth in Exhibit "B" attached hereto and made a part hereof. Additionally, the YMCA will honor current rentals presently under contract and give scheduling priority to all groups, clubs and the like that have, in the past, used the Center on a periodic or annual basis.

B. City meetings conducted for the general benefit of the community will take scheduling priority over regularly scheduled activities. Except in emergency situations, these meetings will be scheduled on no less than two weeks notice. YMCA shall provide semi-annual reports to the City in a format agreed to by City, documenting the use of the Center and rental fees collected by YMCA. Reports shall be for April through September and October through March and shall be delivered within 30 days after period closing.

C. YMCA agrees to provide adequate space to lease to the Peace River Power Sail and Power Squadron.

D. The City may provide input to the YMCA regarding the use of the Center.

5. **CITY DUTIES AND REPAIRS:** City shall maintain and repair all water, sewer, heat, air conditioning and electrical systems with respect to the Center. City shall also provide for pest control services and keep in place all hazard and liability insurance currently in force regarding the building, grounds and landscaping. City shall be responsible for the maintenance of exterior shrubs, landscaping and grass at its sole cost and expense. City shall keep the Center repaired, except repairs necessitated due to negligence of YMCA or YMCA's invitees. City shall be notified immediately of any damage to the Center. The City will perform semi-annual inspections with the YMCA Facility Manager to insure building integrity.

6. **YMCA's EXPENSES:**

A. YMCA shall be responsible for all expenses relating to:

- i. Advertising the availability of rental of the Center and all of its rental forms, which shall be approved by City; and
- ii. Shall have the authority (and be obligated for all expenses) concerning collection of rents, giving receipts, terminate rentals, enforce terms and conditions imposed upon invitees by City or YMCA; and
- iii. Institute and prosecute actions for collections of rent or damages, and when expedient to settle, compromise and release such causes of actions. Lienors under Chapter 713 of Florida Statutes shall not be allowed any mechanic's liens on the Center; and
- iv. Establish an account for the Center with FPL for electricity needs and pay all expenses related to this utility; and
- v. Responsible for all janitorial services, including stripping and waxing the floor one time per year, bimonthly maintenance of the existing City ice machine, as well as telephone and communications equipment and services, cable television, and any other services or equipment utilized at the Center by the YMCA; and
- vi. Payment of the City's monthly for water, sewer and waste collection expenses. The City will direct the utility bills to YMCA for payment; and
- vii. YMCA shall furnish tables and chairs for programs and events with the exception of the existing table and chairs located in the Fireside Room which are furnished by the City; and
- viii. YMCA shall be allowed to install, at its sole cost and expense, all appropriate equipment within the kitchen area to promote the full use of the kitchen for cooking purposes and in accordance with Paragraph 7 below; and
- ix. All other expenses required to maintain and operate the Center.

7. **IMPROVEMENTS AND MAINTENANCE OF CENTER:** YMCA may, at any time during the Lease term, subject to the conditions set forth herein and at its own expense, make alterations, additions or improvements to the Center with the City's prior consent. Improvements shall be performed in a workmanlike manner. All work shall be done in accordance with requirements of all federal, state and local regulations. The plans and specifications for any improvements shall be submitted to City for written approval prior to commencing work.

All improvements to the Center at the commencement of the initial term, and that may be erected or installed during the initial term and any renewal terms of this Lease, shall become part of the demised Premises and sole property of City, except that all moveable fixtures, including but not limited to partitions, counters, railings, etc., installed by Lessee shall be and remain the property of YMCA and YMCA may, at its own expense, remove all property or portion thereof which, by the terms hereof, Lessee is permitted to remove, and shall repair all damage to the demised Premises caused by such removal, and shall restore the Premises to the condition they were in prior to the making or installation of improvements and other property so removed. At the City's option, YMCA may be required to remove all improvements, at the YMCA's sole expense, at the expiration or earlier termination of this Lease, and shall restore the Center to its preexisting condition.

YMCA shall at all times during the Lease and at its own costs and expense maintain in a good, safe and substantial condition the Center and any improvements, additions and alterations to the Center, and shall use all reasonable precaution to prevent waste, damage or injury to the Center. YMCA shall, at its own costs and expense repair any portion of the Center damaged by YMCA. YMCA shall, at all times during the Lease and at its own costs and expense maintain in a good, safe and substantial condition the Center and any improvements, additions and alterations thereto. Upon expiration or early termination of this Lease, YMCA shall deliver the Center to City in the same condition as YMCA found Center on the commencement of this Lease.

8. **EMPLOYEES:** YMCA and its employees are not employees of the City and YMCA is authorized to hire, discharge and supervise all labor and employees required for its use and management of the Center.

9. **INSURANCE:** Any use or rental of Center that results in a material increase in hazard or liability insurance, or cancellation of either, shall at the option of either party allow immediate termination of this Agreement. YMCA shall keep in force during the term of this Agreement and any renewals thereof, at YMCA's sole expense, comprehensive general liability insurance in companies approved by City (which approval shall not be unreasonably withheld) to protect against liability incidental to the use of or resulting from any acts occurring in or about the Center, the liability under said insurance to be not less than One Million Dollars (\$1,000,000) for injury to one person in one accident, occurrence or casualty, and not less than a combined single limit of Two Million Dollars (\$2,000,000) for injuries to one or more persons and/or damage to property, in any occurrence. YMCA shall cause the City to be named as an additional insured on any such policies. YMCA shall furnish proof of insurance prior to the initiation of any term under this Agreement. YMCA shall notify City of any cancellation of insurance prior to the expiration of the term of this Agreement.

10. **ASSIGNMENT:** City is relying on the services of the YMCA named herein. This Agreement may not be assigned, nor except as otherwise provided herein, be sublet without consent of City.

11. **DAMAGE BY FIRE OR OTHER CASUALTY:** If the Center is substantially damaged by fire or other casualty, the City shall have the option to rebuild and repair the Center or to terminate this Agreement. In the event of substantial damage by fire or other casualty, the City shall abate any rent payable under this Agreement in proportion to the impairment of the use that can reasonably be made on the property for the purpose permitted by this Agreement, until the Center is rebuilt and repaired.

12. **REMEDIES FOR BREACH OF AGREEMENT:** If either the City or YMCA shall fail to perform, or shall breach any portion of this Agreement for thirty (30) days after a written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Agreement or compel performance of the Agreement.

13. **TERMINATION:** This Agreement shall be terminated immediately if the YMCA or City shall be dissolved, become insolvent or bankrupt, or make assignment for the benefit of creditors. Except as otherwise provided herein, either party may terminate this Agreement with thirty (30) days written notice to the other party.

14. **FUNDING:** Nothing contained herein tenders or concerns the funding of the day-to-day operation of the YMCA Community Center.

15. **NOTICE:** All rent payable and notice given under this Agreement to the City shall be paid and given at City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950, or such other place as the City shall specify in writing. All notice given under this Agreement to YMCA or any assignee or sub-lessee of the YMCA shall be given at 10169 Tamiami Trail, Punta Gorda, Florida, 33950, or at such other place as the YMCA shall specify in writing.

16. **ACCESS BY CITY:** The City may enter, inspect and make such repairs to the Center as the City may reasonably desire at all reasonable times.

17. **SIGNS:** The YMCA shall be permitted one ground level sign in conformance with all City codes and approved by the City Council.

18. **USES:** The Center shall not be used except for the purposes specified in Paragraph 5 of this Agreement. The YMCA shall not do or permit anything to be done in or about the Center, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Center. With respect to matters pertaining solely to the use, operation, and management of the Center on behalf of the City, the YMCA understands that it may be subject to the Florida Government-in-the-Sunshine Law and the Florida Public Records Law.

19. **INDEMNIFICATION:** YMCA shall indemnify and hold harmless City and its officers, directors, employees, agents, and successors (herein referred to as "Indemnified Parties") from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of the YMCA's use of the Center. In the event any of the Indemnified Parties shall be made a party to any litigation or administrative action commenced by or against the YMCA, its agents, contractors or employees, YMCA shall protect and hold Indemnified Parties harmless from and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Indemnified Parties in connection with such action or actions. YMCA shall also pay all costs, expenses and reasonable attorney's fees which may be incurred or paid by Indemnified Parties in enforcing the covenants and conditions of this Agreement, whether incurred as a result of litigation or otherwise.

20. **RADON GAS:** As required by Florida Law, City hereby discloses the following notification on 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 the Charlotte County Health Department.*

21. **ENTIRE AGREEMENT:** This Agreement contains and embodies the entire agreement of the parties hereto and no representations, inducements of agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect, and the same may not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto.

22. **VENUE:** This Agreement shall be governed by and construed in accordance with Florida law. Venue for the purposes of any action brought to enforce or construe the Agreement shall lie in Charlotte County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Agreement Documents have been signed or identified by CONTRACTOR and CITY or by REPRESENTATIVE on their behalf.

CITY OF PUNTA GORDA

CONTRACTOR: CHARLOTTE COUNTY YMCA, INC.

SIGNATURE:

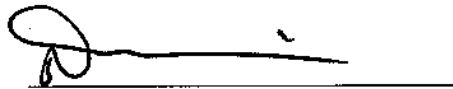


SIGNATURE:

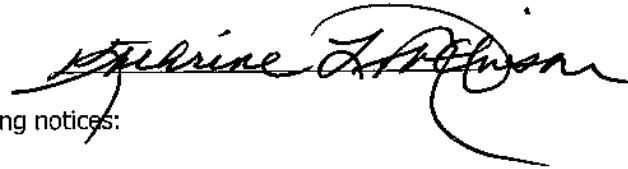

Wini Schumacher

Print Name

WITNESS:



WITNESS:



Address for giving notices:

Address for giving notices:

Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

19333 Quesada Avenue
Port Charlotte, FL 33948

BayFront Center YMCA Rental Fee Schedule

Type of Rental	Rental Fee's for Whole Facility	Deposits
Weddings/Receptions Parties	Hourly Rental Fee	Damage I \$150.00
	Hourly Staff Fee	\$100 Due at Signing
	Cleaning Charge Per Rental	
	Optional Set-up Fee	
	10% discount on Rental Fee for Non-profits & YMCA members	
Meetings	Hourly Rental Fee	Damage I \$100.00
	Hourly Staff Fee	\$100 Due at Signing
	Cleaning Charge Per Rental	
	Optional Set-up Fee	
	10% discount on Rental Fee for Non-profits & YMCA members	

All balances must be paid in full 30 days prior or event will not be allowed to take place.

Room rental includes use of the kitchen facility with the exception of the stove-top burners, by order of the Fire Marshall for the City of Punta Gorda. In addition, counter-top hot plates or griddles or any appliances that could cause grease to splatter are not permitted. Smoking is not allowed inside the BayFront Center.

Tenant agrees to take out everything that was brought in which includes refrigerators emptied and trash removed to dumpster outside. If you are renting on behalf of a group or an organization you must provide a certificate of liability insurance having the YMCA added as additional insured, in the amount of \$1,000,000.00.

The City of Punta Gorda, the BayFront Center YMCA, and the Charlotte County Family YMCA assume no responsibility or liability for any personal or bodily injury and/or property placed in the building or on the grounds by tenants and/or users of the facility.



Bayfront Center YMCA

750 West Retta Esplanade, Punta Gorda, FL 33950

(941) 347-8855

WEDDING/PARTY RENTAL AGREEMENT

Event Type: _____ # Guests: _____

Event Date: _____ Event Time Scheduled: _____

This Agreement made this _____ day of _____, 20____ by and between Charlotte County Family YMCA, agent and

Tenant: _____

Address: _____

City, State & Zip _____

Email: _____

Phone: _____

Room Rental _____ hours @ \$75.00 per hour = \$ _____

Non-profit or Member discount 10% = \$ _____

Mandatory Staff Fee _____ hours @ \$10.00 per hour = \$ _____

Cleaning Fee = \$ 75.00

Damage Deposit = \$ 150.00

Optional \$75.00 Set-up Fee = \$ _____

Total Rental Fee = \$ _____

Less non-refundable Deposit = \$ 100.00

Balance Due 30 days prior event = \$ _____

All balances must be paid in full 30 days prior or event will not be allowed to take place.

Room rental includes use of the kitchen facility with the exception of the stove-top burners, by order of the Fire Marshall for the City of Punta Gorda. In addition, counter-top hot plates or griddles or any appliances that could cause grease to splatter are not permitted. Smoking is not allowed inside the Bayfront Center.

Tenant agrees to take out everything that was brought in which includes refrigerators emptied and trash removed to dumpster outside.

If you are renting on behalf of a group or an organization you must provide a certificate of liability insurance having the YMCA added as additional insured, in the amount of \$1,000,000.00.

The City of Punta Gorda, the Bayfront Center YMCA, and the Charlotte County Family YMCA assume no responsibility or liability for any personal or bodily injury and/or property placed in the building or on the grounds by tenants and/or users of the facility.

I have read, understood, and agree to the terms of this Rental Agreement.

Signature of Tenant _____

Date _____

Bayfront Staff Signature _____

Date _____



Bayfront Center YMCA
 750 West Ratta Esplanade, Punta Gorda, FL 33950
 (941) 347-8855

MEETINGS RENTAL AGREEMENT

Event Type: _____ # Guests: _____ Event Date: _____ Time: _____

This Agreement made this _____ day of _____, 20____ by and between Charlotte County Family YMCA, agent and

Tenant: _____

Address: _____

City, State & Zip _____

Email: _____

Phone: _____

Room Rental _____ hours @ \$45.00 per hour = \$ _____

Non-profit or Member discount 10% = \$ _____

Mandatory Staff Fee _____ hours @ \$10.00 per hour = \$ _____

Cleaning Fee = \$ 40.00

Damage Deposit = \$ 100.00

Total Rental Fee = \$ _____

Less non-refundable Deposit = \$ 100.00

Balance Due 30 days prior event = \$ _____

All balances must be paid in full 30 days prior or event will not be allowed to take place.

Room rental includes use of the kitchen facility with the exception of the stove-top burners, by order of the Fire Marshall for the City of Punta Gorda. In addition, counter-top hot plates or griddles or any appliances that could cause grease to splatter are not permitted. Smoking is not allowed inside the Bayfront Center.

Tenant agrees to take out everything that was brought in which includes refrigerators emptied and trash removed to dumpster outside.

If you are renting on behalf of a group or an organization you must provide a certificate of liability insurance having the YMCA added as additional insured, in the amount of \$1,000,000.00.

The City of Punta Gorda, the Bayfront Center YMCA, and the Charlotte County Family YMCA assume no responsibility or liability for any personal or bodily injury and/or property placed in the building or on the grounds by tenants and/or users of the facility.

I have read, understood, and agree to the terms of this Rental Agreement.

Signature of Tenant(s) _____; _____ Date _____

Bayfront Staff Signature _____ Date _____

- Over 104 Community rentals
- 12 Special Community & Business Events
- 5 Free Community Events
- Partnership with "Senior Network" for free community Health Classes
- Over 360 Health & Wellness classes open to the community
- Boating & water programs are currently available at the YMCA Dotzler facility; the Y wishes to expand the sailing program to include the Bayfront Center
- Hi-Y'er Club (50+ Social Club) fundraisers and community events
- German American Club & the Bayfront Dancers consider the Bayfront Center their home
- "Senior Choices" gives free Tai-Chi Classes to Seniors
- Charlotte Regional Hospital staff retreats
- Early Learning Coalition classes to child care workers

Market Summary: FUTURE

The Charlotte County Family YMCA will bring unique services together in one facility:

- **Phase 1: Spring 2013.** Will focus on youth sailing with services that include introductory and advanced courses for children focusing on water safety and survival. Fitness and wellness will also be a large part of this program with fitness equipment geared towards youth. Youth exercise equipment is presently housed in the fireside youth room. The Fireside room will become a youth center with Nautical History Museum theme of PG."
- **Phase 2: Fall 2013.** Additional classes will be offered to include adult and family sailing.
- **Phase 3: Spring 2014.** Additional classes will be offered to include sculling, kayaking and sailing skills along with general boating and water safety.

Future Services

We will continue to offer the above items under "Market Summary: PRESENT" plus:

- Youth/Teen Sailing Classes where they will be able to move from beginners (Second Mates) to more advanced students (First Mates) to the position of the more experienced student (Skipper.)
- Adult Sailing Classes available to everyone including those with special needs
- Camps: Sailing & Traditional
- Boating & Water safety
- Regattas (youth & adult)
- Youth Sailing Clubhouse(Fireside Room)
- Rentals to the Community, including meeting space for our Sailing Partners.
- Community Events
- Youth Activities

New Partnerships

We will be working together with the following organizations to bring a first class sailing center to Punta Gorda:

- Punta Gorda Boaters Alliance
 - Create a partnership and advisory committee for waterfront activities.
 - Establish and maintain "Waterfront Boating Activities" such as sailing, sculling, boater safety, environment, fishing, etc.
- Mote Marine
 - Partner with the YMCA on water and environmental/science programming
- Consulting on these projects are the Englewood Sailing Association and YMCA of the USA in addition to 10 sailing programs from Y's around the country.
- The YMCA will continue to seek partnerships in the community.

Competition

The YMCA is entering a market where several current competitors exist. The YMCA is confident in its successful programming as a National Organization and its success in programming facilities and programming in the Port Charlotte, North Port and Punta Gorda areas.

Competitive Advantage

- The YMCA advantage is the approach of offering quality activities and services that others cannot provide.
- All staff and volunteers will hold certifications in the areas they service as well as pass a criminal background and drug screening process.
- All adults that enter the building will have their license scanned by our Rapture "sex offender" background check. This will include all boaters entering the Welcome Center environment.
- Staff and volunteers will attend CPR/AED and First aid courses on a continual yearly basis.
- Financial assistance is available to all of our youth program participants.
- The YMCA is a national brand that people recognize as an organization that cares about building their community.

Target Market

- Sailing: All Ages (8+)
- Camps: Youth & Teens (5-15)
- Wellness: All Ages (8+)
- Rentals: Adults & Businesses

Marketing

**BIDDER'S RESPONSE FORM
CITY OF PUNTA GORDA, FLORIDA
BAYFRONT LEASE
#R2012102/REV-BAYFRONT/1213**

Bidder's (BUSINESS) Name: Charlotte County Family Ymca	Print name of Bidder's Authorized Agent responding to solicitation: Wini Schumacher
Bidder's Mailing Address: 19333 QUESADA Ave PORT CHARLOTTE, FL 33948	Bidder's Physical Address: Same
Bidder's Contact Numbers Phone: (941) 629-0909 Fax: (941) 629-9630 <small>EX 1</small>	Authorized Agent's email address: WSchumacher@CharlotteCountyYmca.com
<p>1) Is the Authorized Agent responsible for receiving and responding to ALL correspondence relating to this solicitation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If no, complete 3</p>	
<p>2) Is the contact information stated above correct for the Authorized Agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If no, complete 4</p>	
<p>3) Provide contact information for receiving and responding to ALL correspondence relating to this solicitation:</p> <p>Name:</p> <p>Mailing Address:</p> <p>Phone () Email address:</p>	<p>4) Provide the following contact information for the Authorized Agent?</p> <p>Mailing Address:</p> <p>Phone () Fax ()</p>
<p>Physical Address of Prime Bidder's Office Location Providing Service:</p>	

All Solicitation Package forms shall be fully executed and submitted as specified in the Submittal Package Format Requirements section of the Solicitation Document. **SUBMITTAL PACKAGES NOT INCLUDING CITY FORMS SHALL BE REJECTED.** Any and all Submittal Packages, which do not comply with the Solicitation Package Requirements, shall be rejected. The City reserves the right to accept and/or reject any or all responses.

Submitting a Submittal Package in response to this Solicitation Package certifies the Bidder's Authorized Agent has read, understands and accepts the ENTIRE contents of this Solicitation Package and Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package.

Addenda Acknowledgement: Addendum # 1 Addendum # _____ Addendum # _____
 Addendum # 2 Addendum # _____ Addendum # _____

Wini Schumacher
Signature

11/20/12
Date

NON-COLLUSION / LOBBYING CERTIFICATION

Wini Schumacher, being the authorized Agent, certifies that:

He/she is the CEO, (Owner, Partner, Officer, Representative or Agent) of Charlotte Le YMCA the Bidder that has submitted the attached Proposal;

NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Diane Platt
Witness

By: Wini Schumacher
Wini Schumacher
(Printed Name)
CEO

(Title)



**Scope & Submittal
Bayfront Rental
Solicitation #R2012102/Rev-Bayfront/1213**

**Building our Community
YMCA Punta Gorda Community Center & Youth Sailing Program**

YMCA Mission Statement

To put Christian principles into practice through programs that build healthy spirit, mind and body for all.

Executive Summary

The Charlotte County Family YMCA is submitting a Letter of Interest for continued lease operations for the Bayfront Center, 750 W Retta Esplanade, the initial term of two (2) years beginning April 1, 2013 and ending March 31, 2015. This includes the option of a two (2) one (1) year renewal.

In addition to its community programs and rentals, the Charlotte County Family YMCA plans to bring to Punta Gorda a quality sailing instructional program, using a 3 phase business plan. This program will offer a combination of entertainment, recreation, educational and safety components to the community including youth, adults and those with special needs. With community partners such as Boaters Alliance, Team PG and consulting from Englewood Sailing association and the National YMCA, this plan will be a big win situation for the City, Community and YMCA.

Before Hurricane Charlie in 2004, the Bayfront Center was successfully operated by the Charlotte County Family YMCA. Once the damage from the storm was repaired, the City resumed operations for the building using it for City business. The Charlotte County Family YMCA again was awarded management of the center in 2010 and has a successful record of managing the facility.

SUBMITTAL PACKAGE REQUIREMENTS

- I) Address Space utilization:**
 - 1. Area of the Facility to be leased**

The YMCA wishes to lease the full building. This includes the space provided for the Sailing Center and the Power Squadron. Both organizations have separate lease agreements with the YMCA. The Power Squadron has agreed if the Y is awarded the space, to continue to operate as the present lease states.

The Fireside Room will continue to focus on youth services that include camps, educational and fitness awareness programming, in addition a new sailing program operated by the YMCA. The large room will continue to be leased to the community at very reasonable rates that include non-profit discounts and regular rates. The outside space usage will be for the boat storage for the sailing program.

2. Amount of Space Desired

As indicated above the rooms needed for rental are:

- a. Fireside Room
- b. Main Hall Rental/Kitchen/Bathrooms/Storage Rooms
- c. Main Office
- d. 2 Small rental Offices
- e. Outside space along building for boats

3. Proposed Day(s) and Time(s) of Usage

The usage will be 7 days a week. The times will vary according to events and rentals.

- II) What will your organization be doing in the space and what activities/events are proposed?
The YMCA will continue to serve the community with the services provided below. A fulltime Director is now in place to oversee the facility.

Presently the YMCA provides:

250 youth served daily in Summer Camp and School Release Days (SRD)

Scholarships given to those who cannot otherwise afford any of our programs

11 Community rentals presently booked through June 2013

12 Special Community & Business Events were booked as rentals in the year 2012

5 Free Community Events were given to the community at no charge

Partnership with "Senior Network" for free community Health Classes open to the community

Over 360 Health & Wellness classes open to the community, provided by the Y

Boating & water programs are currently available at the YMCA Dotzler facility; the Y wishes to expand the sailing program to include the Bayfront Center

Hi-Y'er Club (50+ Social Club) fundraisers and community events

German American Club & the Bayfront Dancers consider the Bayfront Center their home

"Senior Choices" gives free Tai-Chi Classes to seniors

Charlotte Regional Hospital holds their staff retreats twice a year

Early Learning Coalition classes to child care workers

In addition to the existing programming, the YMCA would like to expand services:

The Charlotte County Family YMCA will bring unique services together in one facility:

- **Phase 1: Spring 2013.** Will focus on youth sailing with services that include introductory and advanced courses for children focusing on water safety and survival. Fitness and wellness will also be a large part of this program with fitness equipment geared towards youth. Youth exercise equipment is presently housed in the fireside youth room. The Fireside room will become a youth center with an environmental focus. We are presently connecting with Mote Marine on said programs.
- **Phase 2: Fall 2013.** Additional classes will be offered to include adult and family sailing. In partnership with Team Punta Gorda Maritime Committee, we will explore a Boaters Welcome Center with shower facilities. Logistics for security is to be determined. Any construction to the Bayfront Center must be approved by the city, and both organizations would work with the city to work out logistics for approval of any expansion.
- **Phase 3: Spring 2014.** Additional classes will be offered to include sculling, kayaking and sailing skills along with general boating and water safety.

III) How will the activities benefit the community?

The community is already benefiting from the YMCA services provided at Bayfront. We will continue to rent the facility at reasonable rates, provide camp and care for the families of Punta Gorda through our youth programs, expand wellness programming for all ages, and expand community partnerships that include Team Punta Gorda, Punta Gorda Boater's Alliance.

The Center is becoming and will continue to become a true Community Center where you don't have to be a member of the Y, just a community member to enjoy the various services. The center is and will continue to be a safe place for children and adults to come. The Y takes great efforts to maintain that safety with:

- Fingerprinting and drug screening process for all staff and volunteers
- All adults that enter the building will have their license scanned by our Raptor "sex offender" background check. This will include all boaters entering the Welcome Center environment
- Quality Staff at all events rentals
- A YMCA Director on sites during the Monday-Friday activities, paid staff during other event hours
- Staff and volunteers will attend CPR/AED and First aid courses on a continual yearly basis
- Financial assistance is available to all of our youth program participants
- The YMCA is a national brand that people recognize as an organization that cares about building their community
- The Bayfront Facility has its own Center Budget to fund operations and expansion of the center

The community will also have the knowledge of what is presented at the facility through our Marketing Program.

The YMCA will begin marketing with press releases, planned activities and services. Success will depend on the continued quality programming taking into effect the expectations of the community. Under the supervision of our Event & Marketing Director, advertising will include but not be limited to media ads, website, and sponsorship of events. The center will be included as it presently is now in all of the YMCA marketing techniques.

Summary of the Objectives & Goals for the Punta Gorda Community:

- Establish local and national recognition of a premier sailing program offering quality instruction and a safe challenging nurturing environment on land and water.
- Improve the quality of activities and services for all youth, teens and adults on the water.
- Sustain through building rentals and fees a profit to maintain and operate the Bayfront facility.

- Continue to serve the YMCA Summer and SRD (School Release Days), Camps with enrollment of over 250 children from the Punta Gorda area.
- Provide health and wellness classes for the Punta Gorda community .
- Provide a meeting area for all boating participants to truly make this Bayfront Sailing Center a facility for all partners and the community.
- Provide a Welcome Center for Boaters and youth with a comfortable and safe environment. (If approved through the city).
- Visibility to the harbor; the YMCA being associated with a national organization boosts credibility; Team Community Regattas with other associations locally and nationally.

IV) Proposed lease amount

The YMCA presently pays the lease amount of \$800 and all utilities. Future amounts are determined by the city.

**SCOPE & SUBMITTAL REQUIREMENTS
BAYFRONT RENTAL
SOLICITATION #R2012102/REV-BAYFRONT/1213**

1) OBJECTIVE

- a) The City of Punta Gorda will be accepting Letters of Interest from non-for-profit community organizations/groups to lease the Bayfront Center, 750 W Retta Esplanade, or portions thereof, for community related activities and events.
- b) A copy of the general lease agreement is attached to provide bidders with:
 - i) Length of the lease and renewals
 - ii) Terms and conditions of the lease
 - iii) City and Bidder's responsibilities

2) SUBMITTAL PACKAGE REQUIREMENTS

- a) Submittal packages shall provide the following information:
 - i) Address space utilization:
 - (1) Area of the facility desired to be leased
 - (2) Amount of space desired
 - (3) Proposed day(s) and time(s) of use
 - ii) What will your organization be doing in the space and what activities/events are proposed?
 - iii) Enumerate how these activities/events will benefit the community.
 - iv) Proposed monthly lease amount to be paid to the City.

R 2012102

11-20-12A10159 RQND *RK*

11-20-12A10159 RQND

Exhibit B

BayFront Center YMCA Rental Fee Schedule

Type of Rental	Rental Fee's for Whole Facility	Deposits
Weddings/Receptions Parties	Hourly Rental Fee	Damage I \$150.00 \$100 Due at Signing
	Hourly Staff Fee	
	Cleaning Charge Per Rental	
	Optional Set-up Fee	
	10% discount on Rental Fee for Non-profits & YMCA members	
Meetings	Hourly Rental Fee	Damage I \$100.00 \$100 Due at Signing
	Hourly Staff Fee	
	Cleaning Charge Per Rental	
	Optional Set-up Fee	
	10% discount on Rental Fee for Non-profits & YMCA members	

All balances must be paid in full 30 days prior or event will not be allowed to take place.

Room rental includes use of the kitchen facility with the exception of the stove-top burners, by order of the Fire Marshall for the City of Punta Gorda. In addition, counter-top hot plates or griddles or any appliances that could cause grease to splatter are not permitted. Smoking is not allowed inside the Bayfront Center.

Tenant agrees to take out everything that was brought in which includes refrigerators emptied and trash removed to dumpster outside. If you are renting on behalf of a group or an organization you must provide a certificate of liability insurance having the YMCA added as additional insured, in the amount of \$1,000,000.00.

The City of Punta Gorda, the Bayfront Center YMCA, and the Charlotte County Family YMCA assume no responsibility or liability for any personal or bodily injury and/or property placed in the building or on the grounds by tenants and/or users of the facility.



Bayfront Center YMCA

750 West Retta Esplanade, Punta Gorda, FL 33950

(941) 347-8855

WEDDING/PARTY RENTAL AGREEMENT

Event Type: _____ # Guests: _____

Event Date: _____ Event Time Scheduled: _____

This Agreement made this _____ day of _____, 20____ by and between Charlotte County Family YMCA, agent and

Tenant: _____

Address: _____

City, State & Zip _____

Email: _____

Phone: _____

Room Rental _____ hours @ \$75.00 per hour = \$ _____

Non-profit or Member discount 10% = \$ _____

Mandatory Staff Fee _____ hours @ \$10.00 per hour = \$ _____

Cleaning Fee = \$ 75.00

Damage Deposit = \$ 150.00

Optional \$75.00 Set-up Fee = \$ _____

Total Rental Fee = \$ _____

Less non-refundable Deposit = \$ 100.00

Balance Due 30 days prior event = \$ _____

All balances must be paid in full 30 days prior or event will not be allowed to take place.

Room rental includes use of the kitchen facility with the exception of the stove-top burners, by order of the Fire Marshall for the City of Punta Gorda. In addition, counter-top hot plates or griddles or any appliances that could cause grease to splatter are not permitted. Smoking is not allowed inside the Bayfront Center.

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If you are renting on behalf of a group or an organization you must provide a certificate of liability insurance having the YMCA added as additional insured, in the amount of \$1,000,000.00.

The City of Punta Gorda, the Bayfront Center YMCA, and the Charlotte County Family YMCA assume no responsibility or liability for any personal or bodily injury and/or property placed in the building or on the grounds by tenants and/or users of the facility.

I have read, understood, and agree to the terms of this Rental Agreement.

Signature of Tenant _____

Date _____

Bayfront Staff Signature _____

Date _____



Bayfront Center YMCA

750 West Retta Esplanade, Punta Gorda, FL 33950

(941) 347-8855

MEETINGS RENTAL AGREEMENT

Event Type: _____ # Guests: _____ Event Date: _____ Time: _____

This Agreement made this _____ day of _____, 20____ by and between Charlotte County Family YMCA, agent and

Tenant: _____

Address: _____

City, State & Zip _____

Email: _____

Phone: _____

Room Rental _____ hours @ \$45.00 per hour = \$ _____

Non-profit or Member discount 10% = \$ _____

Mandatory Staff Fee _____ hours @ \$10.00 per hour = \$ _____

Cleaning Fee = \$ 40.00

Damage Deposit = \$ 100.00

Total Rental Fee = \$ _____

Less non-refundable Deposit = \$ 100.00

Balance Due 30 days prior event = \$ _____

All balances must be paid in full 30 days prior or event will not be allowed to take place.

Room rental includes use of the kitchen facility with the exception of the stove-top burners, by order of the Fire Marshall for the City of Punta Gorda. In addition, counter-top hot plates or griddles or any appliances that could cause grease to splatter are not permitted. Smoking is not allowed inside the Bayfront Center.

Tenant agrees to take out everything that was brought in which includes refrigerators emptied and trash removed to dumpster outside.

If you are renting on behalf of a group or an organization you must provide a certificate of liability insurance having the YMCA added as additional insured, in the amount of \$1,000,000.00.

The City of Punta Gorda, the Bayfront Center YMCA, and the Charlotte County Family YMCA assume no responsibility or liability for any personal or bodily injury and/or property placed in the building or on the grounds by tenants and/or users of the facility.

I have read, understood, and agree to the terms of this Rental Agreement.

Signature of Tenant(s) _____; _____ Date _____

Bayfront Staff Signature _____ Date _____



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Charlotte County Family YMCA

Administrative Offices
1777 Tamiami Trail, Suite 407
Port Charlotte, FL 33948
Phone 941-629-0909
Fax 941-629-9630

**Franz Ross Park and
Child Development Center**
19333 Quesada Ave.
Port Charlotte, FL 33948
Phone 941-629-9622
Fax 941-206-3480

**Punta Gorda YMCA and
Child Development Center**
10169 Tamiami Trail
Punta Gorda, FL 33950
Phone 941-505-4000
Fax 941-505-4002

**Charlotte Regional
Child Development Center**
733 E. Olympia Ave.
Punta Gorda, FL 33950
Phone 941-916-9227
Fax 941-916-9228

North Port YMCA
5930 Sam Shapos Way
North Port, FL 34287
Phone 941-429-2269
Fax 941-429-4877

**North Port YMCA
Child Development Center**
3010 Sumter Blvd.
North Port, FL 34287
Phone 941-429-2088

VPK Academy
5946 Sam Shepos Way
North Port, FL 34287
Phone 941-240-8877

Edgewater Child Dev. Center
22416 Glass Lane
Port Charlotte, FL 33980
Phone 941-629-2220
Fax 941-624-0945

BayFront Center
750 W. Retta Esplanade
Punta Gorda, FL 33950
Phone 941-347-8855
Fax 941-347-8850

Dotzler Outdoor Center
22801 Bayshore Road
Port Charlotte, FL 33980

2/21/2012

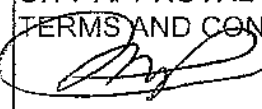

To City of Punta Gorda;

This letter stands as official notice that the Charlotte County Family YMCA has all intent to continue the lease agreement with the city of Punta Gorda for the Bayfront facility located at 750 W Retta Esplanade, Punta Gorda.

Contact information is:

Wini Schumacher
Interim CEO
Charlotte County Family YMCA

941-626-7626

CITY APPROVAL FOR RENEWAL AT THE SAME RATES, TERMS AND CONDITIONS:	
	2/23/12
Marian Pace, Procurement Mgr	Date
	2/23/2012
Howard Kunik, City Manager	Date

Mission Statement: To put Christian principles into practice through programs that build healthy spirit, mind and body for all

**COMMERCIAL LEASE AND MANAGEMENT AGREEMENT BETWEEN
THE CITY OF PUNTA GORDA AND CHARLOTTE COUNTY FAMILY YMCA**

This Commercial Lease and Management Agreement (hereinafter "Agreement") is made this 3rd day of February, 2010 by and between the City of Punta Gorda, a Florida municipal corporation (hereinafter "City") and the Charlotte County Family Young Mens' Christian Association, Inc. (hereinafter "YMCA") whose principal address is 1777 Tamiami Trail, Suite 407, Port Charlotte, FL 33948. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **INTENT AND PURPOSE:** The City owns real property known as the Bayfront Center located at 750 West Retta Esplanade, Punta Gorda, Florida (hereinafter "Center"). YMCA is a non-profit corporation and is well able to manage the Center, make it available to the public as directed by the City or its designee, and to operate a Community Center for all ages at the Center. City finds that the YMCA's lease, management and use of the Center are in the best interest of the City and the public.

2. **TERM AND RENEWALS:** City hereby grants to the YMCA right to exclusively rent, lease, operate and manage the Center upon the terms hereinafter set forth for an initial term of one (1) year beginning at 12:01 a.m. on April 1, 2010, and ending at 11:59 p.m. on, March 31, 2011, with the option of two one-year renewals subject to all of the terms and conditions herein contained. In order to exercise each option, YMCA shall give the City notice of its intention to renew the Agreement thirty (30) days prior to its expiration. Notwithstanding any provision in this Agreement to the contrary, the City reserves the right to terminate at any time, for any reason upon the provision to the YMCA of thirty (30) days written notice of City's intent to terminate. YMCA shall thereupon vacate the premises within thirty (30) days of receipt of such written notice. In its sole discretion, City may grant YMCA additional time to vacate.

3. **RENT:** YMCA shall pay to City, as rent for the Center during this term, the amount of \$800.00 simultaneously with the execution of this Agreement, as the first month's rental, and \$800.00 in advance, on or before the first day of each and every month of the term thereof. Rental for a fraction of any month shall be prorated on a daily basis. This amount of rent shall be reconsidered after the first six months of the initial term. If a mutual agreement of the rent cannot be reached at that time, either party shall have the right to terminate this Agreement without recourse. Concurrently, with each rental payment, YMCA shall pay to the City the Florida State Sales tax applicable thereto. Payments received by City after the tenth day of the month shall be considered delinquent and a twenty percent (20%) delinquency penalty shall apply. Two delinquent payments within twelve (12) consecutive months will constitute a Breach of Agreement. At each time the YMCA elects to exercise its option to renew this Agreement, the rent may be adjusted pursuant to further agreement of the parties not to exceed a twenty-five percent (25%) increase.

4. **PUBLIC PURPOSE:** The City's willingness to enter into this Agreement is based upon a finding that the proposed use and management of the Center by YMCA is in the best interest of the City in its governmental capacity.

5. **USE AND MANAGEMENT:**

A. The Center will be used as a YMCA Community Center (hereinafter "Community Center") open to all irrespective of age, color, sex or national origin. YMCA's use shall be consistent with the usages common to YMCA activity centers, including but not limited to those activities/events proposed in its Letter of Interest attached hereto as Exhibit "A". At such times as the Community Center is available, the YMCA may lease or rent the Community Center to the public at the rates set forth in Exhibit "B" attached hereto and made a part hereof. Additionally, the YMCA will honor current rentals presently under contract and give scheduling priority to all groups, clubs and the like that have, in the past, used the Center on a periodic or annual basis. City meetings conducted for the general benefit of the community will take scheduling priority over regularly scheduled activities. Except in emergency situations, these meetings will be scheduled on no less than two weeks notice. YMCA shall provide

quarterly reports to the City in a format agreed to by City, documenting the use of the Center and rental fees collected by YMCA.

B. YMCA agrees to provide adequate space to house the Charlotte Harbor Community Sailing Center and the Peace River Power Sail and Power Squadron.

C. The City may provide input to the YMCA regarding the use of the Center.

5. **CITY DUTIES AND REPAIRS:** City shall maintain and repair all water, sewer, heat, air conditioning and electrical systems with respect to the Center. City shall also provide for pest control services and keep in place all hazard and liability insurance currently in force regarding the building, grounds and landscaping. City shall keep the Center repaired, except repairs necessitated due to negligence of YMCA or YMCA's invitees. City shall be notified immediately of any damage to the Center. The City will perform semi-annual inspections with the YMCA Facility Manager to insure building integrity.

6. **YMCA'S EXPENSES:** YMCA shall be responsible for all expenses concerning advertising the availability of rental of the Center and all of its rental forms (to be approved by City) and shall have the authority (and be obligated for all expenses) concerning collection of rents, giving receipts, terminate rentals, enforce terms and conditions imposed upon invitees by City or YMCA, to institute and prosecute actions for collections of rent or damages, and when expedient to settle, compromise and release such causes of actions. Lienors under Chapter 713 of Florida Statutes shall not be allowed any mechanic's liens on the Center. The YMCA shall reimburse the City for the actual amount of the Florida Power and Light Company electric bills. The YMCA will also be responsible for all janitorial services, including stripping and waxing the floor one time per year, bimonthly maintenance of the existing City ice machine, as well as telephone and communications equipment and services, and water, sewer, cable television, and any other services or equipment utilized at the Center by the YMCA. YMCA shall furnish tables and chairs for programs and events with the exception of the existing table and chairs located in the Fireside Room which are furnished by the City. YMCA shall bear no responsibility or expense for the maintenance of exterior shrubs, landscaping and grass. YMCA will be allowed to perform minor cosmetic changes to the Center with the approval of the City. No other physical improvements or modifications may be made to the Center without the written approval of the City.

7. **CONDITION OF CENTER:** YMCA and City agree that the Center shall be in a tenantable and good condition and that improvements which are permanent or immobile and existing at the time of the commencement of any term of the Agreement shall be the property of the City and shall remain upon and be surrendered with the Center; excepting, however, that a YMCA's option, YMCA shall at its sole expense, when surrendering the Center, remove from said Center, any and all partitions, counters, railings, etc., installed in said Center by YMCA, unless otherwise agreed to by the parties at the termination of this Agreement; and that YMCA shall, at the termination of this Agreement, surrender the Center to the City in as good condition and repair as reasonable and proper use thereof will permit, reasonable wear and tear excepted. The City reserves the right for review and approve any and all permanent attachments proposed by YMCA.

8. **EMPLOYEES:** YMCA and its employees are not employees of the City and YMCA is authorized to hire, discharge and supervise all labor and employees required for its use and management of the Center.

9. **INSURANCE:** Any use or rental of Center that results in a material increase in hazard or liability insurance, or cancellation of either, shall at the option of either party allow immediate termination of this Agreement. YMCA shall keep in force during the term of this Agreement and any renewals thereof, at YMCA's sole expense, comprehensive general liability insurance in companies approved by City (which approval shall not be unreasonably withheld) to protect against liability incidental to the use of or resulting from any acts occurring in or about the Center, the liability under said insurance to be not less than One Million Dollars (\$1,000,000) for injury to one person in one accident, occurrence or casualty, and not less than a combined single limit of Two Million Dollars (\$2,000,000) for injuries to one or more persons and/or damage to property, in any occurrence. YMCA shall cause the City to be named as an additional insured on any such policies. YMCA shall furnish proof

of insurance prior to the initiation of any term under this Agreement. YMCA shall notify City of any cancellation of insurance prior to the expiration of the term of this Agreement.

10. **ASSIGNMENT**: City is relying on the services of the YMCA named herein. This Agreement may not be assigned, nor except as otherwise provided herein, be sublet without consent of City.

11. **DAMAGE BY FIRE OR OTHER CASUALTY**: If the Center is substantially damaged by fire or other casualty, the City shall have the option to rebuild and repair the Center or to terminate this Agreement. In the event of substantial damage by fire or other casualty, the shall abate any rent payable under this Agreement in proportion to the impairment of the use that can reasonably be made on the property for the purpose permitted by this Agreement, until the Center is rebuilt and repaired.

12. **REMEDIES FOR BREACH OF AGREEMENT**: If either the City or YMCA shall fail to perform, or shall breach any portion of this Agreement for thirty (30) days after a written notice specifying the performance required shall have been given to the party failing to perform, the party so giving notice may institute action in a court of competent jurisdiction to terminate this Agreement or compel performance of the Agreement.

13. **TERMINATION**: This Agreement shall be terminated immediately if the YMCA or City shall be dissolved, become insolvent or bankrupt, or make assignment for the benefit of creditors. Except as otherwise provided herein, either party may terminate this Agreement with thirty (30) days written notice to the other party.

14. **FUNDING**: Nothing contained herein tenders or concerns the funding of the day-to-day operation of the YMCA Community Center.

15. **NOTICE**: All rent payable and notice given under this Agreement to the City shall be paid and given at City Hall, 326 West Marion Avenue, Punta Gorda, Florida 33950, or such other place as the City shall specify in writing. All notice given under this Agreement to YMCA or any assignee or sub-lessee of the YMCA shall be given at 10169 Tamiami Trail, Punta Gorda, Florida, 33950, or at such other place as the YMCA shall specify in writing.

16. **ACCESS BY CITY**: The City may enter, inspect and make such repairs to the Center as the City may reasonably desire at all reasonable times.

17. **SIGNS**: The YMCA shall be permitted one ground level sign in conformance with all City codes and approved by the City Council.

18. **USES**: The Center shall not be used except for the purposes specified in Paragraph 5 of this Agreement. The YMCA shall not do or permit anything to be done in or about the Center, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Center. With respect to matters pertaining solely to the use, operation, and management of the Center on behalf of the City, the YMCA understands that it may be subject to the Florida Government-in-the-Sunshine Law and the Florida Public Records Law.

19. **INDEMNIFICATION**: YMCA shall indemnify and hold harmless City and its officers, directors, employees, agents, and successors (herein referred to as "Indemnified Parties") from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of the YMCA's use of the Center. In the event any of the Indemnified Parties shall be made a party to any litigation or administrative action commenced by or against the YMCA, its agents, contractors or employees, YMCA shall protect and hold Indemnified Parties harmless from and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Indemnified Parties in connection with such action or actions. YMCA shall also pay all costs, expenses and reasonable attorney's fees which may be incurred or paid by Indemnified Parties in enforcing the covenants and conditions of this Agreement, whether incurred as a result of litigation or otherwise.


20. **RADON GAS:** As required by Florida Law, City hereby discloses the following notification on 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 the Charlotte County Health Department.*

21. **ENTIRE AGREEMENT:** This Agreement contains and embodies the entire agreement of the parties hereto and no representations, inducements of agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect, and the same may not be modified, changed or terminated in whole or in part orally or in any manner other than by an agreement in writing duly signed by all of the parties hereto.

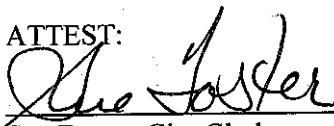
22. **VENUE:** This Agreement shall be governed by and construed in accordance with Florida law. Venue for the purposes of any action brought to enforce or construe the Agreement shall lie in Charlotte County, Florida.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the date first written above.

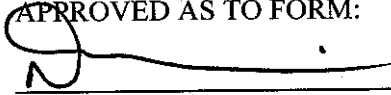
CITY OF PUNTA GORDA


HARVEY GOLDBERG, Mayor

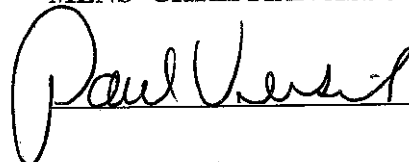
ATTEST:


Sue Foster, City Clerk

APPROVED AS TO FORM:


David M. Levin, City Attorney

**CHARLOTTE COUNTY FAMILY YOUNG
MENS' CHRISTIAN ASSOCIATION, INC.**


, Director

WITNESSES:



Print: Teresa A. Bandel



Print: Jan Odom

Bay Front Center YMCA Proposed Rental Fee Schedule
Effective Date: April 1, 2010

Type of Rental	Harborside & Parkside	Deposits
Special Events (Weddings, Receptions, Parties, Dances, etc.)	Both Rooms \$650.00 8 hours (set-up, event, clean-up, 7% tax) Each additional hour \$15 for staff	Damage Depot. 1-100: \$150.00 101-200: \$250.00 201+: \$350.00 Due 30 days prior to rental. Refund if no damage.
Meetings (Four Hour Maximum)	One Room \$400.00 One Room \$150.00 4 hours (meeting, 7% tax) Each additional hour is \$75	Room Rental 50% due when agreement is signed (non-refund) Balance due 30 days prior to rental
Meetings (Four - Eight Hours)	One Room \$300.00 4-8 hours (meeting, 7% tax) Each additional hour is \$75	YMCA Members 10% discount on all rentals.
Non-Profit Who Qualify For Special Events (Parties, Dances, etc.)	One Room \$300.00 8 hours (set-up, event, clean-up, 7% tax) Each additional hour \$15 -staff	
Non-Profit Who Qualify For Meetings (Four Hour Maximum)	One Room \$100.00 4 hours (meeting) Each additional hour is \$75	
Non-Profit Who Qualifys For Meetings (Four - Eight Hours)	One Room \$200.00 4-8 hours (meeting) Each additional hour is \$75	



CHARLOTTE COUNTY FAMILY YMCA

We build strong kids,
strong families, strong communities.

www.charlottecountyyymca.com

ADMINISTRATIVE OFFICES

1777 Tamiami Trail, Suite 407
Port Charlotte, Florida 33948
Phone: 941/629-0909
Fax: 941/629-9630

Bayfront Center
Letter of Interest

FRANZ ROSS PARK BRANCH

19333 Quesada Avenue
Port Charlotte, Florida 33948
Phone: 941/629-9622
Fax: 941/206-3480

DAYFRONT CENTER

750 W. Retta Esplanade
Punta Gorda, Florida 33950

Y-EXPRESS

Kings Crossing Shopping Center
1920 Kings Highway
Port Charlotte, Florida 33980
Phone: 941/258-3131
Fax: 941/258-3136

EDGEWATER CHILD DEVELOPMENT CENTER

22416 Glass Lane
Charlotte Harbor, Florida 33980
Phone: 941/629-2220
Fax: 941/624-0945

NORTH PORT BRANCH

5930 Sam Shapos Way
North Port, Florida 34287
Phone: 941/429-2269
Fax: 941/429-4877

EDISON COLLEGE BRANCH

Edison State College
26300 Airport Road
Punta Gorda, Florida 33950
Phone: 941/505-4000
Fax: 941/505-4002

DOTZLER OUTDOOR CENTER

22001 Bay Shore Road
Charlotte Harbor, Florida 33980

Name of Organization: Charlotte County Family YMCA

Contact Person: Paul Versnik – President/CEO

Mailing Address: 1777 Tamiami Trail, Ste. 407, Port Charlotte, FL 33948

Email Address: pversnik@charlottecountyyymca.com

Phone: 941-629-0909

Fax: 941-629-9630

In cooperation with

Peace River Sail & Power Squadron

P.O. Box 511042, Punta Gorda, FL 33951-1042

Phone: 941-637-0766

Web Site: <http://www.puntagorda-boating.org>

Area of the facility desired to be leased:

The YMCA proposes to lease the entire facility for YMCA programs, continue to house the Charlotte Harbor Community Sailing Center (we are in discussion for the YMCA and Charlotte Harbor Community Sailing Center to merge) and continue to house the Peace River Sail & Power Squadron in the classroom and storage space currently occupied for community education under their own supervision and scheduling as in the past.

Amount of space desired: Entire facility/grounds

Proposed day(s) and time(s) of use: Monday – Sunday 8:00 AM – 10:00 PM

Activities/events Proposed:

a) YMCA Activities to include:

- a. Y's Men's Club of Charlotte County monthly meetings
- b. Rental of facility (parties, weddings, meetings, fundraisers)
- c. Adult Social Programs:
 - i. Bridge
 - ii. Mahjongg
 - iii. Crafts
 - iv. Mixers
- d. School Break Camps for children k-5th grade:
 - i. Christmas Break
 - ii. Spring Break
 - iii. Summer Break
- e. Special Events:
 - i. Fundraisers
 - ii. Recognition Dinners
- f. Family Nights

b) Charlotte Harbor Sailing Center Activities to include:

- a. Youth Sailing Instructional Classes
- b. Adult Sailing Instructional Classes



YMCA mission: To put Christian principles into practice through programs that build healthy spirit, mind, and body for all.

- c. Sailing Regattas
- d. Special Events:
 - i. Dinners
 - ii. Demo's/Exhibitions
- e. Sailing Membership
- c) Contact Person: Dennis Peck – 941-456-8542

- d) Peace River Sail & Power Squadron Activities to include:
 - a. Youth Safe Boating Education Courses
 - b. Adult Safe Boating Education Courses
 - c. Boat Operator Certification
 - d. Vessel Safety Checks
 - e. Annual Emergency Equipment Demonstration Days
 - f. Advanced Safe Boating Education Courses
 - g. Monthly and Quarterly Committee Meetings
 - h. Squadron Management Planning Meetings
 - i. Sea Scout Program
 - j. Serving as the Boating Education and Safety Arm of the Punta Gorda Boaters Alliance
- e) Contact Person: Elliott M. Hartman, Commander PRSPS
 - a. 134 Hibiscue Dr., Punta Gorda, FL 33950
 - b. empghatman2@embarqmail.com
 - c. Phone/Fax: 941-575-2081

How will these activities/events benefit the community:

- a) YMCA activities are open to anyone in the community who would like to participate. For those who need financial assistance the YMCA has a scholarship program. YMCA activities are for people of all ages and abilities. Programs vary from children programs and services to providing an affordable rental facility for all occasions.
- b) Charlotte Harbor Sailing Center Activities are also open to anyone in the community who would like to participate. In keeping with the long range plan of having Punta Gorda known as a water front community the availability of boating equipment and instruction will be a benefit to this plan. With the merger with the YMCA we anticipate to increase dramatically the number of participants in boating instruction and other boating activities.
- c) Peace River Sail & Power Squadron Activities also available for anyone in the community. Their presence in the Bay Front Center also aids in the development of water front activities. Bay Fronts Centers unique location allows the Peace River Sail & Power Squadron to attract community members and provides a great learning environment for their mission of "Safe Boating through Education. With the YMCA as the manager of the Bay Front Center collaborations and partnering with the Sailing Center and the Peace River Sail & Power Squadron will be made possible.