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LICENSOR: PINELLAS COUNTY

LICENSEE: GULF COAST LEGAL SERVICES, INC.

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501 BUILDING LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 11 day of AUGUST, 2014, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" as LESSOR, which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and **GULF COAST LEGAL SERVICES, INC.**, a Florida Not-for-Profit corporation referred to as "LICENSEE", together hereinafter referred to as the "PARTIES".

WITNESSETH:

1. PREMISES

In consideration of the rent hereinafter agreed to be paid by LICENSEE to COUNTY, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY does hereby license and let unto LICENSEE, and LICENSEE does hereby accept a license from COUNTY those certain Premises situated in Pinellas County, Florida, consisting of 8,333 rentable square feet of office space located at 501 First Avenue North, Suites 403, 411, 417, 419, 420, and 421, St. Petersburg, Florida, as depicted in the attached Exhibit "A". LICENSEE is taking Premises in "as-is condition" and accepting responsibility for all tenant improvements.

2. TERM AND RENTAL

This License shall be for a term of Two (2) years, commencing on the sooner of September 1, 2014 or upon substantial completion of Licensee Improvements, as determined by COUNTY in writing and ending Two (2) years later. Thereafter, this License may be renewed for consecutive One (1) year terms upon written request from LICENSEE and approval by COUNTY. This License Agreement requires LICENSEE to pay rent in the form of a pro-rata share reimbursement of the 501 Building "Building Operating Expenses", hereinafter referred to as "BOE", based upon the premises rentable square footage. The rent for the first year of the term is as follows:

$\$5.98/\text{SF BOE} \times 8,333 \text{ RSF (Rentable Square Feet)} = \$ 49,831.34 / \text{Year or}$

$\$4,152.61/\text{Month}$

If the Commencement Date falls on a date other than the first of the month, then the rent shall

be prorated for the first partial month and thereafter rent shall be paid on the first day of each successive month. On each anniversary of the commencement date the rental rate shall be adjusted to reflect the most current BOE available. For purpose of rental redetermination, in the event the commencement day falls on a day other than the first of the month the anniversary date shall be the first day of the following month.

COUNTY may terminate this License any time after year one with 120 days written notice to LICENSEE of its intention to sell the building. In the event COUNTY notifies LICENSEE of its intention to sell the building, LICENSEE and COUNTY may instead choose to amend the License for the remainder of the term to adjust the rental rate to market value as determined by an independent commercial real estate broker chosen by the County.

3. USE

It is understood and agreed between the Parties hereto and LICENSEE covenants that said Premises during the continuance of the License shall be used and occupied as a business office and for no other purpose or purposes, without the written consent of COUNTY, and LICENSEE agrees to cause the Licensed Premises to be operated for such use during the entire term of this License, unless prevented from doing so by causes beyond LICENSEE'S control, and to conduct its business at all times in a reputable manner. This License is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances. LICENSEE shall not make or permit any offensive or unlawful use of said Premises. All rights of LICENSEE hereunder may be terminated by COUNTY in the event that any other use be made thereof. LICENSEE agrees to abide by the terms and conditions of COUNTY'S building policies, as contained in the 501 Tenant Handbook, as it may be reasonably amended from time to time.

LICENSEE shall not allow the Premises to be used for activities which are prohibited in all County-owned or County-occupied buildings or land under the provisions of Federal, State, or local laws, rule, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of County-occupied buildings or land for political fundraisers see §106.15(40), Florida Statutes, and Federal and State law prohibits use of County-occupied buildings or land for any implied promotion of a religion. No alcoholic beverages will be allowed in the Building in accordance with Pinellas County Ordinance No. 00-42.

4. TAXES

In the event that any ad valorem, rental, sales or similar taxes are levied upon the Licensed Premises due to the existence of this License, then LICENSEE shall pay all such taxes so imposed.

5. UTILITIES

COUNTY will pay for water, sewer, electric, garbage, and security services for the Premises. LICENSEE will pay for telecommunications expenses and installation for the Premises. Normal business hours for the 501 Building are defined in the 501 Tenant Handbook.

6. MAINTENANCE AND SERVICES

LICENSEE shall maintain the Licensed Premises in a clean, neat, orderly, and sanitary condition. COUNTY shall be responsible for all maintenance except that which is required as a result of LICENSEE'S acts of negligence. COUNTY will provide janitorial services and other building services per the 501 Tenant Handbook.

COUNTY shall be responsible for the performance of structural repairs and replacements, including outer walls, foundation, roof, buried conduits, but only if such repairs and replacements are not determined to be the result of action of LICENSEE, its agents, employees, invitees, licensees, customers or its clients. LICENSEE shall provide COUNTY with prompt written notice of any structural defects, maintenance requests, or the need of the aforementioned structural repairs or replacements. LICENSEE shall be responsible for any such repairs described in this paragraph if caused by or resulting from the actions or negligence of LICENSEE, its agents, employees, invitees, licensees, customers or its clients.

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

7. INSURANCE

The LICENSEE shall obtain and maintain, during the Term, insurance of the types and in the amounts set forth in attached Exhibit "B".

8. LIABILITY OF COUNTY

All property of any kind that may be on the Premises during the continuance of the License shall be at the sole risk of LICENSEE, and COUNTY shall not be liable to LICENSEE or any other person for any injury, loss, or damage to property or to any person on said Premises.

9. ASSIGNMENT AND SUBLETTING

LICENSEE further agrees not to assign or in any manner transfer this License or any estate or interest therein without the previous written consent of COUNTY, and not to sublet said Premises or any part or parts thereof or allow anyone to come in with, through or under it without like consent; provided, however, LICENSEE may assign this License to a successor by merger, to an entity that acquires substantially all of LICENSEE'S assets, or to an affiliate that controls, is controlled by, or is under common control with LICENSEE without COUNTY'S consent. Such consent is at the sole discretion of COUNTY. Consent by COUNTY to one or more assignments of this License or to one or more subletting of said Premises shall not operate as a waiver of COUNTY'S rights under this section.

10. ALTERATIONS, CONSTRUCTION LIENS

A. LICENSEE will not make any structural modifications, alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. LICENSEE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the Licensed Premises undertaken by LICENSEE. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the License. LICENSEE shall be allowed the right to remove improvements installed by LICENSEE with the prior written consent of COUNTY, provided any damage caused thereby is repaired by LICENSEE at LICENSEE'S expense.

B. LICENSEE shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Licensed Premises undertaken by LICENSEE. Any mechanics liens against the Premises, LICENSEE'S License, or the land and building arising out of work performed by or for LICENSEE are hereby expressly prohibited and in the event of the filing of any Claim of Lien, LICENSEE shall promptly satisfy same or transfer it to a bond; and LICENSEE shall in any event protect COUNTY'S

interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS

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

12. POSSESSION

LICENSEE shall be granted possession of the Premises immediately upon the commencement date of this License and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this License by all Parties.

13. INDEMNIFICATION

LICENSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LICENSEE, its officers, employees, agents, contractors, or subcontractors, including Worker's Compensation coverage pursuant to Florida law, during the performance of this License, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said Parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither LICENSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. This indemnification shall survive the termination of this License.

14. CONDEMNATION

If the whole or any part of the Premises hereby licensed shall be taken by any public authority under the power of eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the demised Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were licensed, then, from that day LICENSEE shall have the right either to terminate this License

and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the base rent shall be reduced in proportion to the amount of the Premises taken. If LICENSEE shall fail to terminate this License as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this License shall continue for the then balance of the term. If LICENSEE exercises its right to cancel, all advance rent paid by LICENSEE shall be adjusted to the date of said taking. If LICENSEE fails to exercise its right to cancel, LICENSEE shall, at its own cost and expense, make the repairs made necessary resulting from said partial taking.

The Parties agree that LICENSEE shall receive notice of the commencement of condemnation proceedings within thirty (30) days of COUNTY'S notice of their initiation if commenced by a third party, or within thirty (30) days of their initiation if commenced by COUNTY.

15. DESTRUCTION OF PREMISES

If the demised Premises shall, without fault of LICENSEE, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to LICENSEE within thirty (30) days after such destruction or damage, elect to rebuild or repair. In such event, this License shall remain in force, and COUNTY shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. For that purpose, COUNTY may enter the Premises, and rent shall abate during the time the Premises are untenable. If COUNTY elects not to restore or rebuild, LICENSEE may terminate this LICENSE. If either party so elects, this License shall terminate effective on the date of said destruction.

16. DEFAULT

If LICENSEE should fail to keep and perform any of the terms, covenants, conditions or provisions in this License contained to be kept and performed by LICENSEE, then within fifteen (15) days of COUNTY becoming aware of the occurrence of the default, COUNTY shall notify LICENSEE of the default and its demand to cure the default. Upon receipt of notice, LICENSEE shall have fifteen (15) days from the date of receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced LICENSEE agrees and shall pursue continuously until the default is finally cured. Upon LICENSEE'S failure to either cure said default or to take steps that are necessary to cure said

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

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

17. SIGNS

LICENSEE agrees that any signs or advertising, including awnings, to be used in connection with the Licensed Premises must have COUNTY'S written approval before installation.

18. WAIVER

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

19. OBSERVANCE OF LAWS

LICENSEE agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers, due to this use or occupancy of the demised Premises. All additions,

alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

20. ACCESS TO PREMISES

COUNTY shall have the right to enter upon the Licensed Premises at all reasonable hours with reasonable notice for the purpose of inspecting or conducting tests upon the same or for making repairs to the demised Premises or to any property owned or controlled by COUNTY therein. Such repairs shall not unduly interfere with LICENSEE'S business, except as is naturally necessitated by the nature of the repairs being performed.

21. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LICENSE

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LICENSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

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

22. SURRENDER AT END OF TERM

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

23. NOTICES

The checks for rental or other sums accruing hereunder shall be forwarded to COUNTY at the following address:

Real Estate Management Division
ATTN: Real Property Manager
509 East Avenue S., 2nd Floor
Clearwater, FL 33756

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

GULF COAST LEGAL, INC.
501 First Avenue N., Suite 420
St. Petersburg, FL 33701

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

24. QUIET ENJOYMENT

COUNTY covenants and agrees that upon LICENSEE paying said rent and performing all of the covenants and conditions aforesaid on LICENSEE'S part to be observed and performed, LICENSEE shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid. LICENSEE shall have access to suite 24 hours per day, 7 days per week.

25. SUCCESSORS AND ASSIGNS

The covenants, provisions and agreements herein contained shall in every case be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of LICENSEE to assign LICENSEE'S interest under this LICENSE is and shall be subject to the provisions of Section 9, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

26. PUBLIC ENTITY CRIME ACT

LICENSEE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and COUNTY'S requirement that LICENSEE comply with it in all respects prior to and during the term of this LICENSE.

27. 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 County Health Department.

28. FISCAL FUNDING

In the event funds are not appropriated by COUNTY in any succeeding fiscal year for

purposes described herein, then this LICENSE shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

29. HAZARDOUS SUBSTANCES

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

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

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

30. PARKING

COUNTY shall provide and maintain parking facilities adjacent to the Building for the purpose of accommodating LICENSEE and its employees. COUNTY reserves the right to control the method, manner, time of parking, and number of parking spaces provided, however LICENSEE shall be entitled to Seventeen (17) reserved garage parking spaces at no charge to LICENSEE. In addition, additional spaces may be reserved at current market rate of \$50.00 each per month during the current term of the LICENSE on a space available basis.

LICENSEE'S guests, customers, patrons, and invitees may use the open parking lot located on the southwest corner of 1st Avenue and 5th Street, N., St. Petersburg, FL on a space available basis.

31. ENTIRE AGREEMENT

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

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

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

WITNESSES:

PINELLAS COUNTY, FLORIDA

Cheryl DeLou
Print Name: Cheryl DeLou
Title: Exec. Admin. Specialist

By: Joe Lauro/for
Print Name: Joe LAURO Mark Woodard
Title: _____ County Administrator

WITNESS:

GULF COAST LEGAL, INC.

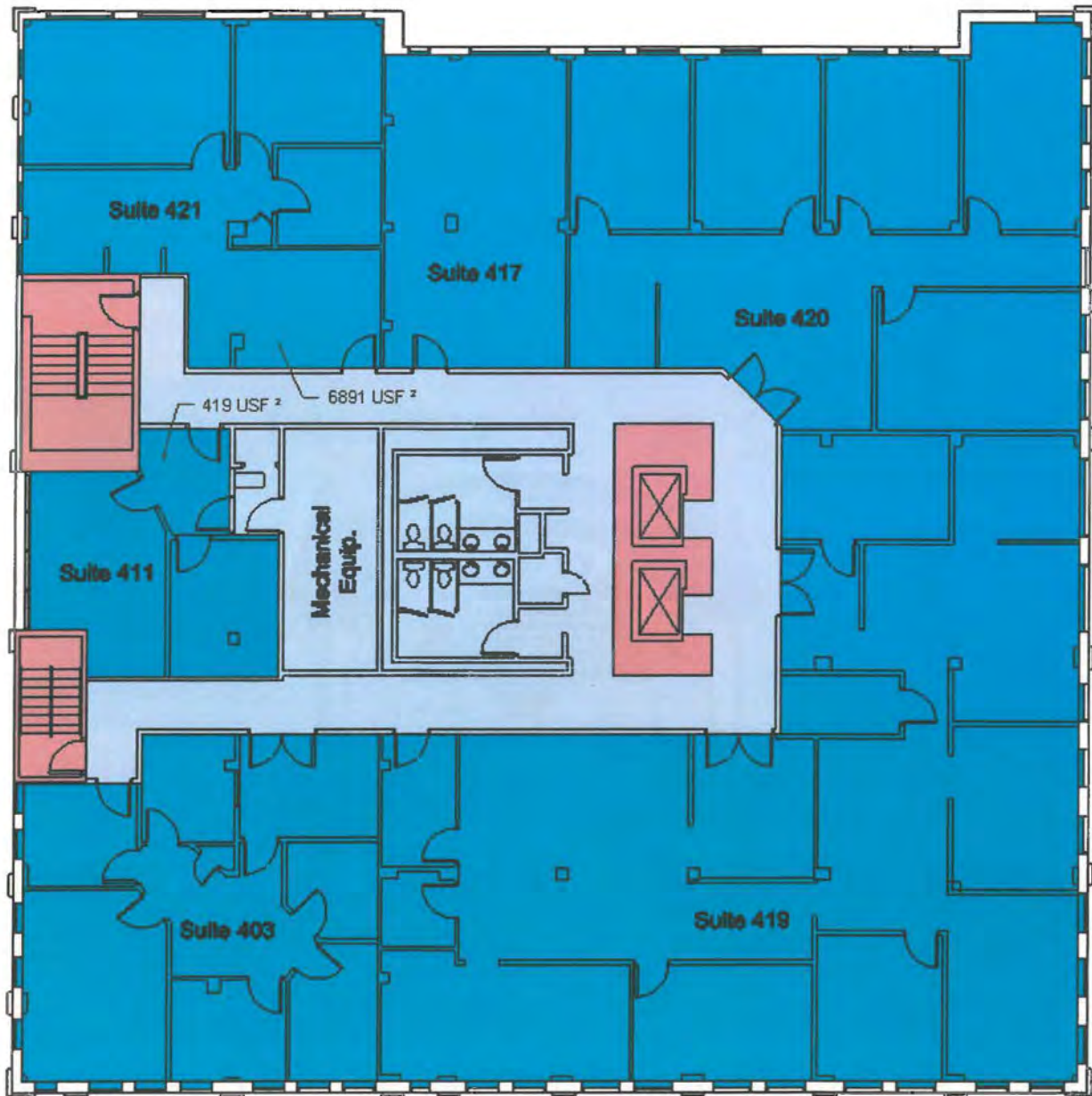
Libby Von Kaenel
Print Name: Libby Von Kaenel
Title: Senior Executive Administrator

By: John E. DuBrule
Print Name: _____ John E. DuBrule, Esq.
Title: _____ Interim Executive Director

Deborah Dunson
Print Name: Deborah Dunson
Title: Human Resources Director

APPROVED AS TO FORM
OFFICE of the COUNTY ATTORNEY
By: M Zus
Sr. Asst. County Attorney

Exhibit A



8,333 RSF

501 Building - 4th Floor

EXHIBIT B – INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

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

(A) Workers' Compensation Insurance

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

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury.

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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(D) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

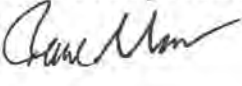


REAL ESTATE MANAGEMENT DEPARTMENT

MEMORANDUM

TO: Mark Woodard, County Administrator

THROUGH: Joe Lauro, Interim Assistant County Administrator

FROM: Paul S. Sacco, Director 

SUBJECT: **Signature Memorandum**
Project Name: Gulfcoast Legal Services, Inc. / License Agreement

DIST.: Scott Rozell, Facility Operations

DATE: August 8, 2014

RECOMMENDATIONS: I RECOMMEND APPROVAL OF THE LICENSE AGREEMENT WITH GULFCOAST LEGAL SERVICES, INC. FOR THE USE OF OFFICE SPACE IN THE COUNTY-OWNED 501 BUILDING IN ST. PETERSBURG, FLORIDA.

DISCUSSION: The not-for-profit organization, Gulfcoast Legal Services, Inc. has requested a License Agreement for 8,333 square feet of office space in the County-owned 501 Building. The proposed rental rate will reimburse the County for the actual Building Operating Expenses (BOE). That rate is currently \$5.98/SF and is subject to annual re-evaluation prior to any renewal options.

The License shall be for a period of Two (2) years with an option to renew for additional terms of One (1) year, upon request by the Licensee and approval by the County. Licensee is taking the Premises in "as-is condition" and shall be responsible for any improvements.

The mission statement for Gulfcoast Legal Services is that they are a regional, non-profit organization dedicated to providing energetic, comprehensive, direct legal advocacy, counselling and education for vulnerable and/or low income individuals.

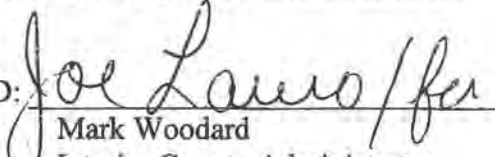
FISCAL IMPACT: Rental income from this License will generate \$49,831.34 annually. The cost of any tenant improvements to the space shall be the responsibility of the Licensee.

Signature Memorandum

Project Name: Gulfcoast Legal Services, Inc. / License Agreement

This License Agreement falls within the authority the Board of County Commissioners delegated to the County Administrator, pursuant to Section 2-62, Pinellas County Code. Accordingly, we would appreciate your signature where indicated.

APPROVED:


Mark Woodard
Interim County Administrator

DATE:

8/11/14

Attachments/Exhibits:

Contract Review
Site Location Map
License Agreement

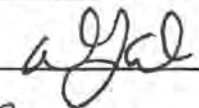

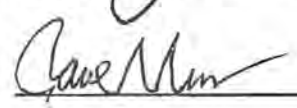

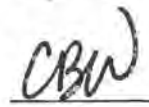
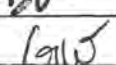
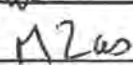

CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: GULFCOAST LEGAL SERVICES, INC., 4th Floor, 501 Bldg., St. Petersburg
ESTIMATED EXPENDITURE/REVENUE:
TYPE: Lease Agreement **\$ 49,831.34/Year (Building Operating Expenses)**
 (Circle appropriate choice above.)

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

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

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

<u>Review Authority</u>	<u>Review Date</u>	<u>Review Signature</u>	<u>Corresponding Page #'s to Document</u>	<u>Comments Included/Addressed Initial & Date</u>
Real Prop. Div. (D. DelMonte)	3-3-14			
Real Est. Mgmt. (P. Sacco)	3/4/14			
Finance Dept. (C. Williams)	3/6/14			
<i>CRK 3/10</i> Risk Mgmt. (V. Holscher)	3-10-14		See Exhibit B	
Legal Dept. (M. Zas)	3/11/14			
County Admin. (M. Woodard)	3/20/14			

Please complete Contract Review and return to Real Estate Management Department, Real Property Division by **March 12, 2014**

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