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COUNTY: PINELLAS COUNTY

LICENSEE: COMMUNITY LAW PROGRAM, INC.

LMD Number: 2008-0054

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**501 BUILDING – LICENSE AGREEMENT**

THIS LICENSE AGREEMENT made this 22 day of April, 2009, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and **COMMUNITY LAW PROGRAM, INC.** a Florida Non Profit Corporation, hereinafter referred to as “LICENSEE.”

W I T N E S S E T H:

WHEREAS, COUNTY received a letter from Chief Judge Robert J. Morris Jr. establishing LICENSEE'S program as a function of the courts, as LICENSEE provides services for the Court system by conducting weekly “advice only clinics” for unrepresented litigants; and

WHEREAS, LICENSEE entered into a License Agreement with COUNTY dated December 6, 2001 for 1,690 square feet of office space in the County-owned 501 Building located at 501 – 1<sup>st</sup> Avenue N, St. Petersburg, Florida; and

WHEREAS, LICENSEE has requested larger office space to accommodate additional legal staff, who will provide for expanding services being requested from the Pinellas County Court system; and

WHEREAS, surplus space is currently available for occupancy within the 501 Building with no expressed demand from other COUNTY departments; and

WHEREAS, LICENSEE desires to terminate the original Lease Agreement for Suites 511 and 512 and enter into a new License Agreement for the purpose of leasing larger offices; and

WHEREAS, Suite 519, recently vacated by the Pinellas County, Property Appraiser's Office consists of 2,534 rentable square feet, which would provide an additional 844 square feet of office space for LICENSEE.

NOW THEREFORE, the Parties agree as follows:

1. PREMISES

In consideration of the monies 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, the

COUNTY does hereby license and let unto LICENSEE, and LICENSEE does hereby license from the COUNTY those certain Premises situated in Pinellas County, Florida, located at 501 First Avenue North, Suite 519, St. Petersburg, Florida, consisting of 2,534 rentable square feet of office space, hereinafter referred to as "Premises" and encompassing those Licensee Improvements as provided by COUNTY as shown on Exhibit "A" attached herein and made a part hereof. Except for Licensee Improvements, LICENSEE accepts Premises in "as is" condition on the Commencement Date of this License Agreement.

2. RENTAL, TERM, AND REDETERMINATION

The term of the License shall be for three (3) years, commencing upon substantial completion of Licensee Improvements, as determined by COUNTY in writing and ending three (3) years thereafter. The License Agreement requires LICENSEE pay a pro-rata share reimbursement of the 501 Building "Operating Expenses", hereinafter referred to as such, based upon the net square footage difference between the prior rentable office space (Suites 511 and 512) and Suite 519 rentable office space. The Operating Expense and Licensee Improvements for the initial three (3) year term, based upon the space difference increase of 844 square feet for LICENSEE shall be as follows:

\$562.81/Month – Operating Expense (Pro-Rata Share)

\$240.22/Month – Repayment of Licensee Improvements

\$803.03/Month – Payment due to COUNTY

Payment shall be due and payable on the first day of each month without notice. After the initial three (3) year term, any subsequently exercised renewal periods shall be subject to a license fee redetermination rate based upon the then current 501 Building Operating Expenses.

COUNTY shall construct such Licensee Improvements at COUNTY'S initial sole cost and expense. LICENSEE shall be responsible for repayment of all Licensee Improvement costs incurred by COUNTY during the initial three (3) year term of this License.

3. TERMINATION

This License shall stand renewed for additional terms of one (1) year, provided LICENSEE notifies the LANDLORD in writing, not less than 120 days prior to the end of any rental term. This License may be terminated at any time during the renewal terms by

COUNTY or LICENSEE with 120 days notice prior to the end of any rental term. If LICENSEE provides notice of termination, prior to the conclusion of the three (3) year term of this License, the remaining unpaid balance of the cost of Licensee Improvements shall become due and payable upon termination.

4. 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 law 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. All rights of LICENSEE hereunder may be terminated by the COUNTY in the event that any other use be made thereof. LICENSEE agrees to abide by the terms and conditions of the COUNTY'S building policies, as contained in the 501 Building 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 shall be allowed in the Building in accordance with Pinellas County Ordinance No. 00-42.

5. 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.

6. UTILITIES

LANDLORD shall pay for water, electric, sewer, janitorial, and garbage services to the Premises. LICENSEE is responsible for any telecommunications expenses and installation within the Premises.

7. MAINTENANCE AND SERVICES

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

The LANDLORD 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 by LICENSEE, its agents, employees, invitees, licensees, customers or 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 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.

8. INSURANCE

LICENSEE shall procure, pay for and maintain during the term of the License insurance as required herein:

A. Comprehensive General Liability including, but not limited to, independent contractor, contractual, Premises/Operations, Products/Completed Operations, and Personal Injury covering liability assumed under indemnification provisions of this License, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$500,000, each

occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. Workers' Compensation in at least the limits required by Florida law, and Employers' Liability, where applicable, of not less than \$100,000.

C. A Certificate of Insurance shall be filed within five (5) days from the commencement date to the Lease Management Division, 509 East Avenue South, Clearwater, Florida 33756 and annually thereafter. LICENSEE shall notify the COUNTY within forty-eight (48) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. 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 LICENSEE. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.

#### 9. LIABILITY OF LICENSEE

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.

#### 10. 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 the 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. Such consent is at the sole discretion of COUNTY. 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. Consent by

the 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.

11. ALTERATIONS, CONSTRUCTION LIENS

A. LICENSEE shall 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, except those notes in Licensee Improvements. 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 leasehold, 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.

12. 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.

13. 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.

14. INDEMNIFICATION

LICENSEE covenants and agrees that it shall 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.

15. 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.

16. 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 the date of said destruction.

17. 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 the COUNTY becoming aware of the occurrence of the default, COUNTY shall notify LICENSEE of the default and its demand to cure said 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 the 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 the 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 the COUNTY, or in any other way, it, LICENSEE, shall surrender and deliver up said Premises and property peaceably to the 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 Operation Expenses, balance due on Licensee Improvements, 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 the 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-let 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.

18. 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.

19. WAIVER

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

20. 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.

21. ACCESS TO PREMISES

The 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 the COUNTY therein. Such repairs shall not unduly interfere with LICENSEE'S business, except as is naturally necessitated by the nature of the repairs being affected.

22. 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 LANDLORD 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.

23. GOVERNING LAW

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.

24. 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 the 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.

25. NOTICES

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

Attn: Lease Management Manager  
Lease Management Division  
509 East Avenue South, 2<sup>nd</sup> FL  
Clearwater, FL 33756

until LICENSEE is notified otherwise in writing; and all notices given to the COUNTY hereunder shall be forwarded to the 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:

Attn: Executive Director  
Community Law Program, Inc.  
501 First Avenue N., Suite 519  
St. Petersburg, FL 33701

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

26. QUIET ENJOYMENT

The 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 Premises 24 hours per day, 7 days per week.

27. 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 10, 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.

28. 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 the COUNTY'S requirement that LICENSEE comply with it in all respects prior to and during the term of this License.

29. RADON GAS

Radon is a naturally occurring radioactive gas that, when 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.

30. FISCAL FUNDING

In the event funds are not appropriated by the 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.

31. HAZARDOUS SUBSTANCES

LICENSEE shall not cause or permit the presence, use, disposal, storage, or release 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.

32. PARKING

LANDLORD shall provide and maintain parking facilities adjacent to the Building for the purpose of accommodating LICENSEE and its employees. LANDLORD reserves the right to control the method, manner, time of parking, and number of parking spaces provided, however LICENSEE shall be entitled to five (5) garage parking spaces at no charge to LICENSEE. Additional spaces may be reserved at market rate plus applicable sales tax for the initial term and the extension term on a space available basis. LICENSEE'S guests, customers, patrons, and invitees may use the parking lot located on the southwest corner of 1<sup>st</sup> Avenue and 5<sup>th</sup> Street, N., St. Petersburg, FL.

33. 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.

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34. APPROVAL AUTHORITY

Pursuant to the Pinellas County Code, Section 2-62, the Board of County Commissioners has delegated authority to the County Administrator for the purpose of entering into and executing said License Agreement.

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

WITNESSES:

Della Kly  
Print Name: Della Kly

Kelly A. Ramacene  
Print Name: Kelly A. Ramacene  
Title: Agenda Coordinator

PINELLAS COUNTY:

By: Robert S. LaSala  
Robert S. LaSala  
County Administrator

WITNESSES:

Kyle Fleming  
Print Name: Kyle Fleming  
Title: Case Manager

COMMUNITY LAW PROGRAM, INC.

By: Kimberly Rodgers  
Print Name: Kimberly Rodgers  
Title: Executive Director

Elizabeth Parcell  
Print Name: Elizabeth Parcell  
Title: Clinic Coord./Paralegal

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