

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT made and entered into this 26 day of July, 2012, by and between COMMUNITY LAW PROGRAM, INC., a Florida Non Profit Corporation, hereinafter referred to as "LICENSEE", and PINELLAS COUNTY, a political subdivision of the State of Florida hereinafter referred to as "COUNTY," which term shall include County's designated agent(s) and/or successors in interest, together hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, COMMUNITY LAW PROGRAM, INC. entered into a LEASE AGREEMENT with COUNTY dated December 6, 2001 for office space in the County-owned 501 Building located at 501 – 1st Avenue N, St. Petersburg, Florida ; and

WHEREAS, at the time the LEASE was signed, the LESSEE occupied 1,692 rentable square feet of office space; and

WHEREAS, LESSEE appealed for a larger office space to accommodate additional staff for increased pro-bona legal services as requested by the Pinellas County Court system to better serve public clientele; and

WHEREAS, the LEASE AGREEMENT for prior space was terminated July 1, 2009. A new LICENSE AGREEMENT was initiated for Suite 519, consisting of 2,534 rentable square feet, which was renovated to the LICENSEE'S specifications; and

WHEREAS, The LICENSE AGREEMENT required LICENSEE to pay their pro-rata share of the 501 Building "Operating Expenses" (BOE), based upon the square footage difference (844 SF) between the prior leased space and the proposed larger license space. In addition to BOE, rent included reimbursement for requested tenant improvements in the new license space.

However, terms in this LICENSE stipulate that after the initial three (3) year term, any subsequently exercised renewal periods shall be subject to a rental re-determination based upon the then current 501 Building Operating Expenses. The rental re-determination is hereafter based upon the gross rentable office space of 2,534 square feet.

NOW THEREFORE, 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, Parties agree as follows:

1. COUNTY and LICENSEE agree that due to unforeseen COMMUNITY LAW budget constraints, License rent shall remain at the previously stipulated monthly rate of \$422.00/Month for the period from July 1, 2012 through September 30, 2012.
2. Effective October 1, 2012 the redetermined rental rate will be based upon the cost per square foot of Building Operating Expenses applied to the entire 2,534 gross rentable area. Based upon BOE of \$6.00/SF, annual rent will be \$15,204 payable on the first day of each month at \$1,267/Month.
3. Annually, thereafter, each year on the anniversary date of July 1st the license will automatically renew for a term of one (1) year, subject to a review and rental redetermination based upon the 501 Building's Annual Operating Expenses. Either party may terminate this agreement at any time with 120 days written notice.

All other terms and conditions of the LICENSE Agreement will remain in full force and effect, except for the changes caused by this amendment.

**THE BALANCE OF THE PAGE LEFT BLANK INTENTIONALLY
(SIGNATURE PAGE TO FOLLOW)**

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

WITNESSES:

Della King
Print Name: Della King

Raula Gonya
Print Name: Raula Gonya
Title: Agenda Coordinator

PINELLAS COUNTY:

By: *Mark J. Woodard*

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Print Name: Robert S. LaSala
Title: 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: Probation Coordinator/Paralegal

APPROVED AS TO FORM

OFFICE OF THE COUNTY ATTORNEY

By: *M Zas*
Michael A. Zas

Title: Sr. Asst. County Attorney