

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") made this 23rd day of May, 2023, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, ("COUNTY"), with offices located at 509 East Avenue S., Clearwater, FL 33756, which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and CITY OF LARGO, a municipal corporation of the State of Florida, ("CITY") with offices located at 201 Highland Avenue, Largo, FL 33770 (collectively "PARTIES").

WITNESSETH:

WHEREAS, the PARTIES wish to enter into a LICENSE AGREEMENT for the operation of Fire Station #39 located at 12398 134th Avenue, Largo, Florida, 33774.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants contained herein, the PARTIES agree as follows:

1. PREMISES: In consideration of the payments hereinafter agreed to be paid by the CITY to the 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 to the CITY the premises consisting of land and building situated in Pinellas County, Florida, at 12398 134th Avenue, Largo and as further depicted on EXHIBIT 'A' attached hereto and incorporated herein by reference ("PREMISES").

2. TERM AND RENTAL: This License shall be for a term commencing upon the date of execution by the PARTIES ("COMMENCEMENT DATE") and shall automatically terminate three (3) years from that date or upon the first day of operation of the new fire station, whichever occurs first ("TERM"). The total payment amount for the TERM will be the sum of ONE DOLLAR (\$1.00).

3. USE: The CITY covenants that the PREMISES during the TERM shall be used and occupied for a fire station and for no other purpose without prior written consent of the COUNTY. The CITY shall operate the PREMISES as a fire station for the entire TERM, unless prevented from doing so by causes beyond CITY'S control or the CITY'S duty to provide fire services for the City of Largo ceases. This License is made on the express condition that the

PREMISES shall be used only in conformance with all applicable laws and ordinances. The CITY shall not make or permit any offensive or unlawful use of said PREMISES.

4. TERMINATION: The License may be immediately terminated by the COUNTY upon written notice to the CITY in the event that any unauthorized use of the PREMISES is made and is not reasonably cured by the CITY. Either party may terminate this License with or without cause subject to thirty (30) days advance written notice to the other party.

5. IMPROVEMENTS:

A. All land and all permanent buildings and improvements constructed on the PREMISES are the property of the COUNTY.

B. All furnishings, inventory, machinery, and equipment ("Personal Property") utilized, stored, constructed or installed on the PREMISES by the CITY with funds not provided by the COUNTY shall be owned by the CITY. All such Personal Property installed by the CITY located on the PREMISES may be removed by the CITY, provided that said removal is accomplished prior to the expiration of the TERM or termination of the License. The CITY, at its own expense, shall repair any damage which may be caused by such removal. The CITY'S right to remove said Personal Property shall not be construed to include removal of support equipment or fixtures, such as air conditioning, base electrical service, or plumbing, which were provided by the COUNTY.

In case of any asset purchased with funds of both the CITY and or the COUNTY, the PARTIES shall determine the fair market value of such asset and then shall pro-rate such fair market value according to the respective interest of the PARTIES.

6. TAXES: The parties intend that the PREMISES will be used for a tax-exempt municipal purpose as described herein. However, in the event that any ad valorem, rental, sales or similar taxes are levied upon the PREMISES due to the existence of this License, then CITY shall pay all such taxes so imposed as such taxes are directly related to this License.

7. UTILITIES: The CITY shall be responsible for all utilities including water, sewer, trash collection, electric, gas and telecommunication service supplied to the PREMISES, whether determined by meter or otherwise. The COUNTY shall not be liable in any manner for any damages or claims resulting from any interruption in utility services.

8. MAINTENANCE AND SERVICES: The CITY shall be responsible for all

maintenance and services to the PREMISES. The CITY shall maintain the PREMISES, including lawn mowing and landscaping, building interiors and exteriors and common areas in good repair and in a clean, neat, orderly, and sanitary condition. Said maintenance shall include, but not be limited to plumbing, heating and air conditioning units and conduits, electrical and telephone wiring and installations, walls, floors, and windows and roof.

In the event the COUNTY determines that the CITY's maintenance is deficient, before undertaking any maintenance it will provide written notice to the CITY specifying the maintenance obligations that the COUNTY considers deficient and will provide the CITY with a reasonable time to cure any deficiencies. If after written notice and a reasonable opportunity to cure, if the COUNTY is required to proceed with maintenance and pays any monies required to be paid by the CITY hereunder required for maintenance, the COUNTY shall request in writing the repayment of same from CITY, and CITY shall make such payment in accordance with the Florida Prompt Payment Act. The CITY'S failure to timely reimburse the sums demanded, up to an aggregate maximum of Ten Thousand U.S. Dollars (\$10,000), shall be deemed a breach of this License. The CITY will follow the Facility Management Guidelines Standard for Maintenance as it may be amended from time to time, a copy of which will be delivered to CITY upon the execution of this License.

9. PARTIES LIABILITY: Each party agrees to be responsible for its own negligence and that of its employee's and agents, subject to any limitations on liability established by law, including the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall not be deemed a waiver of any immunity or limitation of liability either party may have under the provisions of Section 768.28, Florida Statutes, as it is amended from time to time.

10. INSURANCE: The COUNTY as Owner will insure the building and improvement for physical damage throughout the duration of this LICENSE. The CITY will insure their contents for physical damage for an amount deemed adequate by the CITY.

11. ASSIGNMENT AND SUBLICENSES: The CITY shall not assign or in any manner transfer this License or any estate or interest therein without the prior written consent of the COUNTY. The CITY will not to sub-license the PREMISES or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at

the sole discretion of the COUNTY. Consent by the COUNTY to one or more assignments of this License or to one or more sub-license of the PREMISES shall not operate as a waiver of the COUNTY'S rights under this section or the consent requirement.

12. ALTERATIONS, MECHANICS LIENS: The CITY will not make any 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 the COUNTY. The CITY shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the PREMISES undertaken by the CITY. All such additions, improvements and fixtures, except Personal Property, shall become the property of the COUNTY and remain upon the PREMISES and be surrendered at the end of the TERM.

13. POSSESSION: The CITY shall be granted exclusive possession of the PREMISES immediately upon the COMMENCEMENT DATE of this License and shall be entitled to full use of the PREMISES for the TERM.

14. DEFAULT: If the CITY should fail to keep and perform any of the terms, covenants, conditions or provisions in this License contained to be kept and performed by the CITY, then within fifteen (15) days of the COUNTY becoming aware of the occurrence of the default, the COUNTY shall notify the CITY of the default and its demand to cure the default. Upon receipt of notice, the CITY shall have thirty (30) 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 the CITY shall pursue continuously until the default is finally cured. Upon the CITY'S failure to either cure said default or to take steps that are necessary to cure said default, the COUNTY may exercise any remedy it may have in law or equity. 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.

15. SIGNS: Any signs, including awnings, to be used in connection with the PREMISES are the CITY'S expense and must have the COUNTY'S written approval before installation. The COUNTY'S approval may not be unreasonably withheld.

16. WAIVER: One or more waivers of any covenant or condition by either party

shall only be valid if set forth in writing and shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by the that party to or of any act by the other requiring the other party's consent or approval shall not be construed as consent or approval to or of any subsequent similar act.

17. OBSERVANCE OF LAWS: CITY shall 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 PREMISES. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

18. ACCESS TO PREMISES: The COUNTY shall have the right to enter upon the PREMISES at all reasonable hours for the purpose of inspecting or conducting tests upon the PREMISES. Such inspections or tests shall not unduly interfere with the CITY'S operation of the fire station. The COUNTY reserves the right to use a portion of the PREMISES as is reasonably required for right-of-way, utilities or other public purposes so long as said use does not unreasonably interfere with the CITY'S use of the PREMISES.

19. RELATIONSHIP OF PARTIES; CONSTRUCTION OF LICENSE: Nothing contained herein shall be deemed or construed by the PARTIES, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, and that neither the method of computation of payments, nor any other provision contained herein, nor any acts of the PARTIES herein, shall be deemed to create any relationship between the PARTIES, other than the relationship of licensor 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.

20. SURRENDER AT END OF TERM: Upon the expiration of the TERM or sooner termination of this License, the CITY shall surrender and yield possession of all permanent buildings and improvements constructed on the 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

the CITY is not required to restore or remedy under other terms and conditions of this License. In the alternative, if the COUNTY so desires, at COUNTY'S sole discretion, the CITY shall remove all improvements constructed by the CITY on the PREMISES at CITY'S sole cost and expense returning the PREMISES to a condition reasonably similar to its condition at the execution of this License. The removal of personal property shall be in accordance with Paragraph 4(B) herein.

21. NOTICES: All correspondence and insurance certificates shall be forwarded to the COUNTY at the following address:

Facilities and Real Property Division
Department of Administrative Services
509 East Avenue S.
Clearwater, FL 33756

until CITY is notified otherwise in writing, 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.

Until COUNTY is notified otherwise in writing all correspondence and notices given to the CITY hereunder shall be forwarded to the CITY at the following address, by registered or certified mail, return receipt requested:

City of Largo
Department of Economic Development
ATTN: Donald Crawford
P.O. Box 2842
St. Petersburg, Florida 33731-2842

And Copies To:

City of Largo Fire Department
Chief James Callahan
400 Martin Luther King St.
St. Petersburg, Florida 33701-4472

Bryant Miller Olive P.A.
Attn: Alan S. Zimmet, B.C.S.
201 N Franklin Street, Suite 2700
Tampa, FL 33602

22. QUIET ENJOYMENT: The COUNTY covenants and agrees that upon CITY performing all of the covenants and conditions aforesaid on the CITY'S part to be observed and performed, the CITY shall and may peaceably and quietly have, hold and enjoy the PREMISES hereby demised for the TERM.

23. 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 the CITY to assign the CITY'S interest under this License is and shall be subject to the written consent of the COUNTY as hereinabove provided, which provision it is not intended to be waived, qualified or altered in any manner whatsoever by this clause or any other clause herein referring to assigns.

24. 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 your County health department.

25. HAZARDOUS SUBSTANCES: 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.

The CITY shall not cause or permit the presence, use, disposal, storage, or relicense of any Hazardous Substances on or in the PREMISES. The CITY 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 or the CITY'S use of the PREMISES.

CITY 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 CITY has actual knowledge. If CITY learns of or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the PREMISES is necessary, CITY shall promptly take all necessary remedial actions in accordance with Environmental Law.

26. ENTIRE AGREEMENT: This License, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties as to the license and use of the PREMISES specified herein, 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 stated herein.

27. NON-APPROPRIATION: The obligations of the PARTIES as to any funding required pursuant to this License, shall be limited to the obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the PARTIES shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the PARTIES pursuant to this License.

28. GOVERNING LAW; VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this License shall be exclusively maintained in Pinellas County, Florida, or the United States District Court, Tampa Division, and all parties hereby specifically consent to the jurisdiction of said courts.

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

PINELLAS COUNTY

By: 

Its: Vice-Chair

Date: May 23, 2023

CITY OF LARGO, FLORIDA

By: 

Its: City Manager

Date: 11/16/22

ATTEST: KEN BURKE, CLERK

By: 

Deputy Clerk

Attest:


City Clerk

Reviewed and Approved:


City Attorney

EXHIBIT "A" LOCATION MAP

