



Mission:
"Educate and prepare each student for college, career and life."

October 29, 2024

Mayor Kenneth T. Welch
175 ~ 5th Street North
P.O. Box 2842
St. Petersburg, FL 33731-2842

RE: Midtown Academy, License Agreement

Dear Mayor Welch:

In 2019 the School Board of Pinellas County and the City of St. Petersburg entered into a thirty-six (36) month license agreement which provides the terms and conditions for the school use of a vacant parcel for parking, student pick-up and drop-off related activities at Midtown Academy. The agreement may be extended for an additional thirty-six (36) months under the same terms and conditions with the written approval of the City and the Superintendent of Schools.

We feel that the continuation of this agreement is in the best interest of the City and the school district, as it provides a greater variety of facilities for the children of the St. Petersburg area. I am, therefore, recommending the renewal of this agreement for a period of thirty-six (36) months, beginning January 1, 2025, and ending December 31, 2027.

You may confirm the City' s intent to renew this agreement by signing and returning a copy of this letter to Trish Johnson, Real Estate Department, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL 33773, who manages joint-use-of-facility agreements for the school district.

Sincerely,

Kevin K. Hendrick
Superintendent

Kenneth T. Welch, Mayor
City of St. Petersburg

Cc: Director, Accounting
Director, Auditing
Kelly Gilbert, City of St. Petersburg-Real Estate & Property Management

Approved As To Form:

School Board Attorneys Office

WALTER POWNALL SERVICE CENTER
11111 S Belcher Road
Largo, FL 33773
(727) 547-7100

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA
Chairperson
Laura Hine

Vice Chairperson
Caprice Edmond

Katie Blaxberg
Lisa N. Cane
Eileen M. Long
Stephanie Meyer
Dawn M. Peters

Superintendent
Kevin K. Hendrick

**FIRST AMENDMENT
TO THE LICENSE AGREEMENT
BETWEEN
CITY OF ST. PETERSBURG, FLORIDA
AND**

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THIS FIRST AMENDMENT ("First Amendment"), made and entered into this 30th day of December, 2021, by and between the City of St. Petersburg, a Florida municipal corporation, ("City") and The School Board of Pinellas County, Florida, a political subdivision of the State of Florida ("Licensee") (collectively "Parties").

RECITALS

WHEREAS, on March 14, 2019, City Council approved Resolution No. 2019-126, authorizing the City to enter into a thirty-six (36) month License Agreement ("License") with Licensee for Licensees use of a City-owned vacant lot located at approximately 1715 – 10th Street South, St. Petersburg ("Premises") to utilize for the purposes of a parking lot and student pick-up and drop-off location for the adjacent Midtown Academy; and

WHEREAS, upon the expiration of the License on December 31, 2021, Licensee desires to extend the term of the License for an additional thirty-six (36) month term for the continued use of the Premises; and

WHEREAS, the Parties desire to amend the License to extend the term and modify the terms for further such renewals.

NOW THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS:** The above recitals are true and accurate and are incorporated herein.
2. **EFFECTIVE DATE:** This First Amendment shall be effective on the date the Mayor or his designee executes this Agreement ("Effective Date").
3. Paragraph 3 of the License is deleted and replaced with the following:
 3. **TERM; COMMENCEMENT; EXPIRATION:** The term of this License ("Term") shall be for thirty-six (36) months, commencing on the 1st day of January, 2022 ("Commencement Date"), and ending on the 31st day of December, 2024 ("Expiration Date").
4. Paragraph 4 of the License is deleted and replaced with the following:
 4. **RENEWAL:** This License may be renewed or extended at the end of the Term for up to two (2) additional terms of thirty-six (36) months each ("Renewal Term"), with written approval by the Superintendent of Schools and the Mayor, or his designee, provided that the Licensee is not in default of any part of this License at the time of such renewal. If prior

agreement of any Renewal Term cannot be reached before the end of the Term, this License shall terminate on the last day of the Term or Renewal Term then in effect.

5. **CONFLICTS:** If there is any conflict between the terms of the License and the terms and conditions of this First Amendment, the First Amendment shall prevail.
6. **ENTIRE AGREEMENT:** All terms and conditions of the License that are not modified in this First Amendment shall remain in full force and effect.

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SIGNATURE PAGES FOLLOW

CITY: City of St. Petersburg, Florida



Kanika Tomalin
As Its: Deputy Mayor/City Administrator

ATTEST:



Chan Srinivasa, City Clerk



REVIEWED BY:



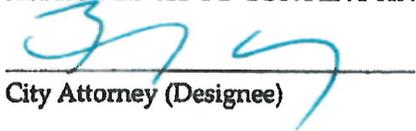
Alfred Wendler, Director
Real Estate & Property Management

APPROVED BY:



Mike Jeffers, Administrator
Leisure Services

APPROVED AS TO CONTENT AND FORM:



City Attorney (Designee)

By: Bradley S. Tennant
Assistant City Attorney

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**LICENSE AGREEMENT
BETWEEN
THE CITY OF ST. PETERSBURG, FLORIDA
AND
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
L-1550**

THIS LICENSE AGREEMENT ("**License**"), made and entered into this 1st day of April, 2019, by and between the CITY OF ST. PETERSBURG, a Municipal Corporation, existing by and under the laws of the State of Florida, ("**City**"), whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731-2842, and THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida, ("**Licensee**"), with its administrative offices located at 301 - 4th Street S.W., P.O. Box 2942, Largo, FL 33779-2942, (collectively "**Parties**").

WITNESSETH:

NOW THEREFORE, in consideration of the covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy which are hereby acknowledged, the Parties hereto agree as follows:

1. **RECITATIONS:** The above recitations are true and correct and are incorporated herein by reference.
2. **PREMISES:** The City licenses to the Licensee, and the Licensee licenses from the City, a vacant parcel, approximately located at 1715 – 10th Street South, as depicted in Exhibit "A", attached hereto and incorporated herein by reference ("**Premises**"), subject to the terms, provisions, conditions, and limitations set forth in this License.
3. **TERM; COMMENCEMENT; EXPIRATION:** The term of this License ("**Term**") shall be for thirty-six (36) months, commencing on the 1st day of January, 2019 ("**Commencement Date**"), and ending on the 31st day of December, 2021 ("**Expiration Date**").
4. **RENEWAL:** This License may be renewed or extended at the end of the Term for an additional term of thirty-six (36) months ("**Renewal Term**") with written approval by the Superintendent of Schools, and the Mayor, provided that the Licensee is not in default of any part of this License at the time of renewal. If prior agreement of any Renewal Term cannot be reached before the end of the Term, this License shall terminate on the last day of the Term or Renewal Term then in effect. Any Renewal Term of this License is subject to approval by the City Council of the City of St. Petersburg ("**City Council**") and must comply with all applicable provisions of the City Charter, City Code and City policies and procedures.
5. **USE OF PREMISES:** The Premises shall be used by the Licensee for parking and student pick-up and drop-off related to school activities at Licensee-owned Midtown Academy, and for no other purpose.

6. **UTILITIES/SERVICES:** Licensee shall pay all costs (including installation, deposits, and usage) for utilities and all other services including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection, if any, associated with its use of the Premises.

7. **FEES AND TAXES:** City and Licensee are both tax exempt entities. Notwithstanding as much, in the event Licensee's use of the Premises results in any tax liability related to the real property, Licensee shall pay all fees and taxes, if any, levied on the Premises or its contents including, but not be limited to, applicable income tax, real property tax, personal property tax, sales tax and storm water fees. If the Licensee fails to pay all or any portion of the taxes and the City pays all or any portion of the taxes, Licensee must reimburse the City in full.

8. **CONDITION OF PREMISES:** Licensee has inspected the Premises and accepts the condition of the Premises in an "as is" condition. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use.

9. **LICENSEE'S MAINTENANCE OBLIGATIONS:** Licensee shall keep and maintain the Premises at all times, at the Licensee's sole cost and expense, and shall use all reasonable precautions to prevent waste or damage to the Premises. Licensee shall also take the necessary steps to prevent any excessive wear and tear which normally would be considered caused by the Licensee's occupancy. The Licensee shall assure that the Premises are maintained so as to meet all requirements of any City, County, State and Federal Laws and regulations applicable to the Premises and shall have a duty to warn all persons who enter on the Premises of any dangerous conditions thereon known to the Licensee. Licensee shall give prompt notice to the City in case of fire or accidents or other casualties on or about the Premises or of any defects in any fixtures or equipment therein. Failure to make necessary maintenance repairs or replacements shall be a material default of this License.

10. **RETURN OF PREMISES ON EXPIRATION, TERMINATION OR CANCELLATION:** Licensee shall, on or before the Expiration Date of this License, or at its earlier termination as provided herein, remove all improvements, goods and effects of Licensee, repair any damage caused by such removal and surrender and deliver up the Premises, broom clean and in good order, condition and repair, ordinary wear and tear and damage by fire or unavoidable casualty excepted. Any property not removed within twenty-four (24) hours after the Expiration Date of this License or its earlier termination as provided herein shall be deemed to have been abandoned by Licensee, and may be retained or disposed of by the City, as the City shall desire.

11. **PROHIBITED USE:** The Premises shall not be used for the manufacture or storage of flammable, explosive or hazardous materials, nor shall any occupation or other use be allowed which, in the sole discretion of the City, is deemed hazardous to persons or to the Premises or which will increase the City's liability or cost for insurance.

12. **ENVIRONMENTAL COMPLIANCE:** As of the Commencement Date, City is unaware of any violations of any Environmental Laws on the Premises. The provisions under this paragraph shall survive the expiration or earlier termination of this License.

12.1. **Definitions.** For purposes of this License, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

12.1.1. "**Environment**" shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.

12.1.2. "**Environmental Condition**" shall mean any condition of the Environment with respect to the Premises that results from Licensee's possession, use, occupation, construction and/or improvement to or operation of Licensee's operation on the Premises.

12.1.3. "**Environmental Law**" shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("**RCRA**"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended (original act known as "**CERCLA**" or "**Superfund**", the amendments are known as "**SARA**"); the HSWA amendments to RCRA regulating Underground Storage Tanks ("**USTs**"), 42 U.S.C. Sections 6991 6991(I), as amended; the Clean Air Act of 1963 42 U.S.C. Sections 7401, et seq., as amended ("**Clean Air Act**"); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Sections 1251, et seq., as amended ("**Clean Water Act**"); the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended ("**TSCA**"); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as amended ("**HMTA**"); the Occupational Safety and Health Act, as amended ("**OSHA**"), 29 U.S.C. Sections 651 et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes; the Florida Pollutant Discharge Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida Statutes, and Chapters 373, 376 and 403, Florida Statutes; and any regulation, rule or ordinance implementing or promulgating the preceding federal and state statutes as well as any future federal, state or local law whose purpose is to protect the Environment, together, in each case, with any amendment thereto.

12.1.4. "**Hazardous Material**" shall mean without limitation (i) those substances included within the definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance", or "Solid Waste" in any Environmental Law; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (A) petroleum, petroleum by products, residuals of petroleum and petroleum degradation by products; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes

which are or become regulated or controlled under any Environmental Law.

12.1.5. "**Release**" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).

12.2. **Licensee's Obligation.** Licensee shall not use, store, generate, transport, dispose, nor cause the release of any Hazardous Material in or upon the Premises, including but not limited to into any open surface water body, ditch, stream, conduit, storm sewer or sanitary sewer connected thereto or located thereon or knowingly permit any sublicensees or other persons or entities occupying the Premises to engage in such activities in or upon the Premises. However, the foregoing provision shall not prohibit the use, storage, maintenance, transportation to and from or handling within the Premises of Hazardous Material and other substances customarily used in the operation of the Premises or Licensee's operations, provided: (i) such substances shall be used, stored, maintained, transported, handled and disposed of only in accordance with Environmental Laws, (ii) such substances shall not be released in or upon the Premises in violation of Environmental Laws and the National Fire Protection Association ("NFPA") Code and local fire codes as they may be amended from time to time, and (iii) for purposes of removal and disposal of any such substances, Licensee shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other forms required by the appropriate state or federal environmental authority and hold City harmless.

12.3. **Notification by City.** City shall promptly notify Licensee of every demand, notice, summons, or other process received as to any Environmental Claim or legal proceeding that involves Licensee or the Premises.

12.4. **Notification by Licensee.** Licensee shall promptly notify City of every demand, notice, summons, or other process received as to any Environmental Claim or legal proceeding that involves City of the Premises, including: (i) any investigation or cleanup demanded or threatened by any government or regulatory authority with respect to the release of Hazardous Materials in or upon the Premises or the migration thereof to other property; and (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material in or upon the Premises. Licensee shall also promptly notify City of any violation of Environmental Law or incident that may or does result in an illegal release of Hazardous Materials.

12.5. **Cleanup and Remediation.** If any Hazardous Materials are released at, on or within the Premises by Licensee or any other occupant of the Premises in violation of Environmental Laws, Licensee shall timely notify City and immediately, properly and in compliance with Environmental Laws cleanup and remove the Hazardous Substances

from the Premises and any other affected property. Such cleanup and removal shall be at Licensee's sole expense.

12.6. **Licensee Indemnity.** The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

12.7. **Access to Premises.** Licensee shall allow authorized representatives of City or state and federal environmental personnel, at a reasonable time and with reasonable notice, access to the Premises for the following purposes:

12.7.1. Conducting an environmental audit or other inspections of the Premises.

12.7.2. Reviewing and copying of any records that must be kept under any environmental permit.

12.7.3. Viewing the facility, equipment, practices, or operations regulated or required under such permit.

12.7.4. Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal environmental law or regulation.

12.8. **Termination by City.** City may terminate this License by providing Licensee written notice of Licensee's default of this paragraph and providing Licensee not less than thirty (30) days to cure said default, or in the case of a default that cannot be cured within thirty (30) days, Licensee has commenced action to cure the default within thirty (30) days of City's written notice and diligently pursues a cure to the satisfaction of City. Failure by Licensee to cure said default within the time provided herein shall provide City the right, but not the obligation, to terminate this License without further notice.

12.9. **Survivability.** The provisions of this paragraph shall survive the expiration or earlier termination of this License.

12.10. **No Limitation.** Nothing in this License shall be interpreted as limiting the City's ability to seek contribution from any potentially responsible parties for any environmental violation.

13. **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 public health unit.

14. **REPLACEMENT FACILITY:** The City is under no obligation to locate or provide a replacement facility under any circumstances including, but not limited to, substantial damage to the Premises by fire, flood, hurricane, tornado, earthquake or other form of natural disaster, expiration or termination of this License.

15. **IMPROVEMENTS TO PREMISES:** Licensee shall not make or permit to be made any alterations, additions, improvements or changes ("**Improvements**") on the Premises without, in each case, first obtaining the written approval of the City in accordance with Paragraph 43 of this License, in addition to required permits. All Improvements made to the Premises by the Licensee shall be removed upon the expiration or earlier termination of this License.

16. **SUBSTANTIAL DAMAGE:** If the Premises are damaged substantially by fire, flood or other cause so as to render the Premises untenable, either party may terminate this License without further liability other than those liabilities existing at termination.

17. **RIGHT OF ENTRY:** The City shall have the right, at all reasonable times, to enter, inspect and make such repairs or alterations to the Premises, accompanied by Licensee's authorized representatives, as the City may reasonably desire and to post a notice that the Premises is available for leasing at any and all times, up to three (3) months prior to the expiration of the Term. Licensee shall provide an authorized representative upon request by the City.

18. **INDEMNIFICATION:**

18.1. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

18.2. **Insurance Obligations:** The provisions of this paragraph are independent of, and shall not be limited by, any insurance obligations in this License, and shall survive the expiration or earlier termination of this License with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. The purchase of insurance coverage required by this License, or otherwise, shall not relieve Licensee of any duties set forth in this paragraph.

18.3. Notwithstanding the above, nothing herein is intended to serve as a waiver of sovereign immunity by either party, nor shall anything herein be construed as consent by the Parties to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent and amounts provided by 768.28, F.S.

19. **DISCLAIMERS:**

19.1. **Risk of Loss:** Licensee shall store its property and shall occupy the Premises at its own risk.

19.2. Licensee's Staff Property Damage: The City shall not be responsible or liable at any time for any damage to Licensee's staff property regardless of the cause, unless such damage is due to the City's negligence or wrongful act.

19.3. Acts or Omissions of Third Parties: The City shall not be responsible or liable to Licensee for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

19.4. Notice of Claim: Licensee shall give prompt notice to the City in case of fire or accidents or other casualties on or about the Premises.

19.5. Property Defects: The City and its respective agents and employees shall not be responsible or liable at any time for (a) any defects, latent or otherwise, in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, or (b) for any loss of life, or injury or damage to any person or to any property or operation of Licensee or those claiming by, through or under Licensee, caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from, acts of God or the elements or the failure of any public utility in supplying utilities to the Property, or (c) any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of the Premises or of any improvements to the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein by any other person or by or from the acts of negligence of any occupant of the Property.

20. INSURANCE:

20.1. Licensee, commencing on the date the Licensee first enters upon the Premises in accordance with this License, shall maintain at Licensee's cost, the following insurance, written by a firm that is authorized to conduct operations in the State of Florida, recognized by the State of Florida Insurance Department and accepted by the City. The policy or policies shall have following minimum coverages and limits:

20.1.1. Commercial General Liability policy on an occurrence basis with at least a \$1,000,000 per occurrence limit and \$2,000,000 aggregate limit. Coverage shall include bodily injury and property damage for premises and operations, including but not limited to personal injury, and contractual liability under this Agreement, protecting the City against all claims or demands that may arise or be claimed on account of Licensee's use of the Premises.

Abuse and Molestation coverage in an amount of at least One Million Dollars (\$1,000,000) per claim. This shall include coverage for bodily injury, mental anguish, and emotional distress arising from the actual, alleged, or threatened abuse or molestation.

20.1.2. Automobile Liability insurance with a minimum combined single limit of \$1,000,000. Coverage shall include bodily injury and property damage

liability arising out of the ownership or use of any automobile, including owned, non-owned, and hired automobiles.

20.1.3. Workers Compensation insurance policy or self-insurance program in compliance with the laws of the State of Florida.

20.1.4. Employer's Liability insurance policy or self-insurance program in compliance with the laws of the State of Florida, with minimum limits of \$100,000 per accident, \$100,000 per employee for disease, and \$500,000 for all disease.

20.2. Licensee shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all coverages prior to commencing operations and at each subsequent policy renewal. At the City's request, Licensee shall provide the City with a copy of each policy required by this License.

20.3. All policies, with the exception of Workers Compensation, shall name the City of St. Petersburg, and persons contracting with Licensee, as an "Additional Insured" under the policy, provide contractual liability coverage, and provide that they shall not be subject to cancellation or any material change which would or could affect the City except for a minimum of thirty (30) days prior written notice to the City at the address set forth in Paragraph 29 of this License.

20.4. Licensee shall be responsible for securing, at its own expense, whatever insurance coverage it may desire on the contents of the Premises.

20.5. The insurance coverages and limits are set at the sole discretion of the City and are subject to change or revision as the need arises. The City may, at its sole discretion, change or increase the required insurance coverage and limits from time to time and shall provide thirty (30) days notice to Licensee. Failure of the Licensee to comply with any changes or increases within thirty (30) days of receipt of written notice from the City shall be considered a material default of this License. Approval by the City of any certificate of insurance does not constitute verification by the City 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 this License. The City reserves the right to require a certified copy of the entire insurance policy including endorsements. When requested by the City, Licensee shall, within ten (10) days of request, provide copies of current policies.

21. **LIENS:**

21.1. No Liens. Neither Licensee nor anyone claiming by, through or under Licensee shall have the right to file or place any mechanic's or materialman's lien or other lien of any kind or character whatsoever upon the Premises or Improvements thereon or upon the interest of Licensee herein. All contracts for improvements to the Premises shall provide for a payment and performance bond in accordance with Section 255.05, Florida Statutes or successor laws. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any part of the Premises, improvement, alteration, repairs or any part thereof, or for the destruction or removals of

any part of the Premises or structure, shall at any time be or become entitled to any lien on or against the Premises.

22. **TERMINATION:** This License may be terminated without cause by either party by providing the other party with written notice of intent to terminate said License no less than ninety (90) days prior to the scheduled date of termination. Upon termination all obligations under this License shall cease except those existing as of the date of termination.

23. **DEFAULT:**

23.1. **Default by Licensee.**

23.1.1. **Events of Default.** Subject to Licensee's right to notice and opportunity to cure specified in Paragraph 23.2 of this License, Licensee shall be deemed to be in default of its obligations under this License upon the occurrence of any of the following:

23.1.1.1. Licensee's failure to pay License Fee, Additional License Fee or any other sums due under this License within fifteen (15) days after the date such payment is due;

23.1.1.2. Licensee's failure to perform any covenant, promise or obligation contained in this License;

23.1.1.3. Licensee's failure to use and operate the Premises as set forth in this License, including non-use of the Premises for a period of ten (10) consecutive days, any time during the Term;

23.1.1.4. The appointment of a receiver or trustee for all or substantially all of Licensee's assets;

23.1.1.5. Licensee's voluntary petition for relief under, any bankruptcy or insolvency law;

23.1.1.6. The filing of an involuntary petition for relief under any bankruptcy or insolvency law that is not dismissed within sixty (60) days of filing.

23.1.1.7. The sale of Licensee's interest under this License by execution or other legal process;

23.1.1.8. The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Licensee used in or incident to the operation of the Premises;

23.1.1.9. Licensee making an assignment of this License for the benefit of creditors;

23.1.1.10. Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under this License; or

23.1.1.11. Licensee doing or permitting to be done anything that creates a lien upon the Premises and shall fail to obtain the release of any such lien or bond off any such lien as required herein.

23.2. Remedies for Default, Right to Cure:

23.2.1. Non-monetary Defaults; Right to Cure. "Emergency" shall mean that threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty. Provided the default does not involve an emergency that must be addressed in a shorter time frame, the Licensee shall have a period of thirty (30) days after notice from the City of a non-monetary default in which to cure the default. In addition, provided that the default does not involve an emergency that must be addressed in a shorter time frame, this cure period shall be extended if the default is of a nature that it cannot be completely cured within such cure period solely as a result of nonmonetary circumstances outside of the Licensee's control, provided that such cure period and those actions are thereafter diligently and continuously pursued by the Licensee in good faith. In no event, however, shall the cure period exceed a total of ninety (90) days. If the non-monetary default is not cured before the expiration of the cure period, as extended, then the City may pursue any or all of its remedies.

23.2.2. Statutory Notices for Monetary Defaults. The notices of defaults to be given under this section may be the same as the notice required under Chapter 83, Florida Statutes, or any successor statute, and this License shall not be construed to require the City to give two (2) separate notices to the Licensee before proceeding with any remedies.

23.3. City's Remedies. Upon Licensee's default hereunder City may exercise all remedies at law and in equity.

23.4. Default by City. City shall be in default under this License if the City fails to substantially perform any of its obligations or materially defaults any of its covenants contained in this License and said failure or default continues for a period of thirty (30) days after written notice from Licensee to the City. This thirty (30) day period shall be extended for such reasonable period of time as is necessary to cure the default, if the alleged default is not reasonably capable of cure within the thirty (30) day period and the City commences and continues diligently to cure said default. Notwithstanding any provision to the contrary contained herein, the Licensee's sole remedy for a default by the City shall be to terminate this License.

24. ASSIGNMENT OR SUBLICENSE:

24.1. Assignment

24.1.1. Consent of the City. Licensee shall not delegate performance nor assign this License or any of its rights under this License without first receiving

the authorization of the City Council, which shall be granted or withheld in the City Council's sole and absolute discretion. Any such purported delegation or assignment shall be null and void and shall constitute a material default of this License. Any purported involuntary assignment of this License or assignment by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing business entity), consolidation, dissolution, reorganization, transfer of the Licensee or controlling interest in the Licensee, or court order effectuating such assignment or any other method, shall be null and void and shall constitute a material default of this License unless such underlying transaction is approved by the City Council which approval shall be in the sole discretion of the City Council.

24.1.2. Assumption and Release. Upon a permitted assignment under this paragraph, the assignee shall assume all rights and obligations of Licensee under this License. Any assignee of Licensee shall deliver to the City an assumption agreement in a form reasonably satisfactory to the City within ten (10) days after approval by the City Council of such assignment. Notwithstanding anything to the contrary contained in this License, upon a permitted assignment of this License, the assigning Licensee's liability under this License shall not terminate.

24.2. Sublicense. Licensee shall not have the right to sublicense or otherwise dispose of the Premises or this License or any part thereof, or of its right, title or interest therein or its power to execute this License or any amendment or modification thereto, to any person, company or corporation, without the City Council's prior written consent which shall be granted or withheld in the City Council's sole discretion. Any purported sublicense or other disposition which is not authorized by the City Council shall be void and shall be deemed a material default of this License and cause for immediate termination.

25. **NON-APPROPRIATION:** The obligations of the City and Licensee as to any funding required pursuant to this License shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City and Licensee services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City and Licensee 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 City and Licensee pursuant to this License.

26. **SUCCESSORS AND ASSIGNS:** This License shall be binding on the Parties and their successors and assigns.

27. **NOTICES:** Any notice, demand, request, or other instrument which may be or is required to be given or delivered under this License shall be in writing and shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage

prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally-recognized overnight courier, all charges prepaid, at the addresses of the City and Licensee as set forth in this paragraph. Such address may be changed by written notice to the other party in accordance with this paragraph.

LICENSEE

The School Board of Pinellas County, Florida
c/o Real Estate Department
11111 South Belcher Road
Largo, Florida 33773
Fax: (727) 547-7172

CITY

City of St. Petersburg
Real Estate & Property Management
P.O. Box 2842
St. Petersburg, Florida 33731-2842

Refer to **Real Estate & Property Management File No. L-1550** when making any inquiries to the City concerning this License.

28. **RELATIONSHIP BETWEEN PARTIES:** The relationship between the Parties is that of Owner/Licensor and Licensee.

29. **PERMITS AND LICENSES:** Licensee shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Licensee's performance of this License. Upon request of the City, Licensee shall provide the City with written evidence of such permits, licenses, certifications, and approvals.

30. **COMPLIANCE WITH LAWS:** For the purposes of this License, "Laws" shall mean all present and future (i) federal, state, and local constitutions, laws, statutes, ordinances, rules, regulations, and codes; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) regulations and orders of quasi official entities or bodies (e.g., boards, bureaus and public utilities), as the same may be amended or supplemented from time to time. Laws shall include, without limitation, the bonding requirements of Florida Statute 255.05, Florida Public Records Laws, and the Americans with Disabilities Act of 1990 ("ADA"). Licensee shall use the Premises for the Permitted Use and for no other purpose whatsoever, subject to and in compliance with all other provisions of this License. Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, Licensee shall comply with applicable Laws, including but not limited to Laws requiring the Premises to be closed on or during any days or hours, health, safety and building codes, and any permit or license requirements. City makes no representation that the Premises are suitable for Licensees purposes. Licensee acknowledges that City and its authorized representatives have not made any warranties or representations as to the Permitted Use that can be made of the Premises under existing Laws.

31. **APPLICABLE LAW, VENUE AND JURISDICTION:** This License shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a

division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

32. **SEVERABILITY:** Should any section or any part of any section of this License be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section in this License.

33. **NON-DISCRIMINATION:** Licensee shall not discriminate against anyone in the use of the Premises on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

34. **HEADINGS:** The section headings of the paragraphs of this License are inserted herein for convenience and reference only, and shall not be considered or referred to in resolving questions of interpretation.

35. **ENTIRE AGREEMENT:** This License, including attachments hereto, if any, constitutes the entire agreement between the City and Licensee. No change will be valid, unless made by supplemental written agreement, executed and approved by the Parties.

36. **RECORDATION:** This License shall not be recorded in the public records by either party.

37. **APPROVAL:** This License is subject to approval by the Mayor or his Designee, (or Mayor and City Council), as the City policies and procedures require.

38. **NO CONSTRUCTION AGAINST PREPARER OF LICENSE:** This License has been prepared by the City and reviewed by the Licensee and its professional advisors. The City, Licensee and Licensee's professional advisors believe that this License expresses their agreement and that it should not be interpreted in favor of either the City or Licensee or against the City or Licensee merely because of their efforts in preparing it.

39. **DUE AUTHORITY:** Each party to this License that is not a natural person represents and warrants to the other party(ies) that i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and ii) all appropriate authority exists so as to duly authorize the persons executing this License to so execute the same and fully bind the party(ies) on whose behalf they are executing.

40. **AMERICANS WITH DISABILITIES ACT OF 1990:** Licensee assumes all responsibility including, but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance of the Premises with all aspects of the Americans with Disabilities Act of 1990 (ADA) and any amendments thereto and regulations promulgated thereunder, including, but not limited to, Title II, Structural and Title III, Programmatic Accessibility Standards, as well as any future amendments.

41. **CONSENT AND ACTION:**

41.1. **Approval.** For the purposes of this License, any required written permission, consent, approval or agreement by the City means the approval of the Mayor or his Designee unless otherwise set forth herein and such approval shall be in addition to any

and all permits and other licenses required by law or this License and any required written permission, consent, approval or agreement by the Board means the approval of the Superintendent or his Designee unless otherwise set forth herein.

41.2. City Action. For the purposes of this License any right of the City to take any action permitted, allowed or required by this License, may be exercised by the Mayor or his Designee, unless otherwise set forth herein.

42. CITY AS A MUNICIPAL CORPORATION: Nothing contained herein shall be interpreted to require the City to take any action or refrain from taking any action that would be adverse to its status as a municipal corporation; or to take or refrain from taking any action in its capacity as a municipal corporation not specifically required by this License.

43. NO WAIVER: The exercise by the City of any right or remedy to collect Use Fees or Additional License Fees, or enforce its rights under this License shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded the City by this License or by statute or law. The failure of the City in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this License, or to exercise any remedy, privilege or option conferred by this License on or reserved to the City, shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy, but that right shall continue in full force and effect. The receipt by the City of fees, or any other payment or part of any payment required to be made by the Licensee, shall not act to waive any Additional License Fees or payments then due. Nor shall receipt, though with the knowledge of the default of any covenant or condition of this License, operate as or be deemed to be a waiver of this default, and no waiver by the City of any of the provisions of this License or any of the City's rights, remedies, privileges, or options under this License shall be deemed to have been made, unless made by the City in writing. No surrender of the Premises for the remainder of the Term shall be valid, unless accepted by the City in writing.

[The Remainder of This Page is Intentionally Left Blank]

[Signature Pages & Exhibit Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

WITNESSES: (as to Licensee)

LICENSEE: THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Ann J. Simonetti
Witness Signature

By: Jim Hunt
Chairperson

Ann L. Simonetti
Typed, Printed or Stamped Name

Date: February 12, 2019

C. Hunt
Witness Signature

ATTEST:
By: Michael Grego
Dr. Michael A. Grego, Superintendent

Cathy Hunt
Typed, Printed or Stamped Name

APPROVED AS TO FORM AND CONTENT:

Heather J. Wallace
Board Attorney's Office

WITNESSES: (as to City)

Aguaandist Ham
Witness Signature

Aguaandist Hamilton
Typed, Printed or Stamped Name

Mi Sen
Witness Signature

Veronika Slep
Typed, Printed or Stamped Name

CITY: City of St. Petersburg, Florida

Kanika Tomalin
Kanika Tomalin

As Its: Deputy Mayor/City Administrator

ATTEST:

(fa) Cathy E. Davi, Sr. Deputy Clerk
Chan Srinivasa, City Clerk



REVIEWED:

Alfred Wendler
Alfred Wendler, Acting Director
Real Estate & Property Management

APPROVED BY:

Mike Jefferis
Mike Jefferis, Administrator
Leisure Services

APPROVED AS TO CONTENT:

Bradley S. Tennant
City Attorney (Designee)
By: Bradley S. Tennant
Assistant City Attorney

APPROVED AS TO FORM:

Bradley S. Tennant
City Attorney (Designee)
By: Bradley S. Tennant
Assistant City Attorney

Legal: 00424082

