

**LICENSE AGREEMENT**  
**Parking Area**

THIS LICENSE AGREEMENT, hereinafter referred to as "License," is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD" (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, COUNTY has an interest in Lakeview Road located in the City of Clearwater; and

**WHEREAS**, the SCHOOL BOARD wishes to design, construct and maintain a parking area, five driveway connections, a bus loop, pedestrian crosswalks and a storm water collection system; and

**WHEREAS**, COUNTY and SCHOOL BOARD, believe construction of this parking area will benefit the citizens;

**NOW, THEREFORE**, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. **PREMISES:** In consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY grants permission to SCHOOL BOARD to use County right-of-way located in the City of Clearwater, within Pinellas County, Florida, legally described and hereinafter, referred to as "Premises," as detailed in Exhibit "A" attached hereto and incorporated herein.
2. **USE:** SCHOOL BOARD shall use Premises for the purposes of the design, construction and maintenance of a parking area, five driveway connections, a bus loop, pedestrian crosswalks and a storm water collection system. The grant of this License shall restrict the right of the SCHOOL BOARD in the use of the rights-of-way areas adjacent to the premises to the extent that no new structures (which excludes pavement, curbing, fences/walls, dumpster pads, etc.) or

trees shall be allowed on the rights of way areas. A 5'-0" wide concrete sidewalk for public use will be constructed along the centerline of the Lakeview Road right-of-way adjacent to the existing roadway. An on-site stormwater pond will be permitted through SWFWMD and then constructed by the SCHOOL BOARD. The SCHOOL BOARD will identify and protect all of the utilities that currently exist within the project limits, and additional design features will be considered to ensure the preservation of the COUNTY's existing underground drainage pipes that will remain in place. Should damages occur to the COUNTY's existing underground drainage pipes as a result of the implementation and/or use of this License, the SCHOOL BOARD will be liable for the costs of any repair. Additionally, COUNTY shall not be liable to the SCHOOL BOARD for any damages or repairs to any SCHOOL BOARD improvements on the Premises which result from the COUNTY needing to access, maintain, repair or replace its pipes and/or right-of-way. SCHOOL BOARD further covenants that said Premises during the continuance of the License, shall be used solely for the purposes described herein, and for no other purpose or purposes, without the written consent of COUNTY. SCHOOL BOARD shall not allow Premises to be used for activities that are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State or local laws, rules, regulations or ordinances. The COUNTY retains the right to authorize use of the rights-of-way by private and other public utilities or entities as needed to provide service or facilities as deemed necessary or appropriate by the COUNTY. All improvements shall adhere to the requirements of the COUNTY'S right-of-way Use Permit process.

3. TERM. The initial term of this License shall be for five (5) years ("Initial Term") and will begin upon full signature by all Parties.
4. RENEWAL. Unless terminated early or revoked as set forth herein, this License shall renew for up to five (5) additional five (5) year terms, hereinafter ("Renewal Term").
5. REVOCATION: At any time, the COUNTY may revoke this License, without cause by providing written notification to the SCHOOL BOARD within one hundred eighty (180) days prior to such revocation.
6. MAINTENANCE: SCHOOL BOARD shall keep said Premises and other improvements thereon in a clean, neat, orderly, sanitary, and safe condition.
7. INDEMNIFICATION: Subject to the monetary limitation and defenses of Section 768.28, F.S., SCHOOL BOARD covenants and agrees that it will indemnify and hold harmless



COUNTY and all of COUNTY'S officers and employees from any claim, loss, damage, cost, charge or expense, arising out of any act, action, neglect or omission by SCHOOL BOARD, its officers, employees, agents, contractors, or subcontractors 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 SCHOOL BOARD nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages, or the portion thereof, arising out of injury or damage to persons or property directly caused by or resulting from the negligence of COUNTY or any of its officers or employees.

8. INSURANCE: See Exhibit "B" attached hereto and made a part hereof.

A. Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual, Premises/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 \$1,000,000 each occurrence; and property damage of not less than \$500,000, each occurrence. (Combined single limits of not less than \$1,000,000 each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Coverage to include explosion, collapse and underground coverage.

B. Comprehensive Automobile and Truck liability covering owned, hired, leased, rented or borrowed vehicles with minimum limits of \$1,000,000 for bodily injury, including death, each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$1,000,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards. Applicable deductibles not to exceed \$500,000 shall be the sole responsibility of SCHOOL BOARD.

C. Workers' Compensation and Employers' Liability, where applicable, in at least the limits required by Florida law, and Employers' Liability, where applicable, shall be the sole responsibility of SCHOOL BOARD under its Self-Insurance Program, fully qualified under Florida State Statute 440.

D. An updated certificate of insurance shall be filed annually upon the insurance expiration date to the Real Property Division, 509 East Avenue South, Clearwater, FL 33756.

SCHOOL BOARD shall notify COUNTY within twenty-four (24) 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 SCHOOL BOARD. 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.

E. SCHOOL BOARD shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to contractors, or subcontractors.

9. LIABILITY OF SCHOOL BOARD: All property of any kind that may be on Premises during continuance of this License shall be at the sole risk of SCHOOL BOARD and COUNTY shall not be liable to SCHOOL BOARD, its employees, contractors, subcontractors, or any other person for any injury, loss, or damage to property to any person on said Premises.

10. NOTICES: Official correspondence and other documentation required under this License shall be forwarded to COUNTY at the following address:

Real Estate Management Department  
Real Property Division  
509 East Avenue South  
Clearwater, FL 33756

All notices to COUNTY shall be forwarded to the foregoing addresses by registered or certified mail, return receipt requested unless SCHOOL BOARD is notified otherwise in writing. All notices given to SCHOOL BOARD hereunder shall be forwarded to the following address:

Pinellas County School Board  
Attn: Real Estate Department  
Walter Pownall Service Center  
11111 S. Belcher Road  
Largo, FL 33773

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



11. EQUIPMENT: All expenses for equipment on site will be paid for by SCHOOL BOARD. Parties agree that all equipment and other associated personal property will remain the sole property of SCHOOL BOARD. Improvements made to real property shall become property of COUNTY unless such improvement can be removed by SCHOOL BOARD without damage or as such damage can be repaired to same or better condition.

12. HAZARDOUS SUBSTANCES. SCHOOL BOARD shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. SCHOOL BOARD 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.

SCHOOL BOARD 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 SCHOOL BOARD has actual knowledge. If SCHOOL BOARD 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, SCHOOL BOARD 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.

13. PERMITS: All work done pursuant to this License must be in keeping with all applicable standards and permitting requirements of the State or COUNTY or its agents. SCHOOL BOARD retains responsibility for obtaining all applicable State, County and local permits.

14. QUIET ENJOYMENT: Grant of this License shall not restrict the right and interest of COUNTY in general use, maintenance, and quiet enjoyment of Property.

15. DEFAULT: The Parties covenant and agree that if either Party shall violate any of the covenants of this License, the other Party shall provide written notice to the defaulting Party and the defaulting Party shall have thirty (30) days from receipt of notice to correct same.
16. ASSIGNMENT: SCHOOL BOARD shall not permit any claim, lien or other encumbrances arising from the use of the Property to accrue against or attach to the Property. SCHOOL BOARD agrees not to assign or in any manner transfer this License or any estate or interest therein without the previous written consent of COUNTY, and not to sublicense said Property 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 COUNTY. Consent by COUNTY to one or more assignments of this License or to one or more sublicensing of said Property shall not operate as a waiver of COUNTY'S rights under the section.
17. INSPECTION/AUDIT: SCHOOL BOARD agrees to maintain complete and accurate records of all business related to this License. All records shall be maintained in accordance with COUNTY policy, and inspection of records shall be pursuant to Chapter 119, F.S. In addition, COUNTY reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2. SCHOOL BOARD agrees to retain all business records required by this paragraph for at least three (3) years beyond the term of the License or any extensions thereof.
18. LICENSES AND TAXES: SCHOOL BOARD shall, during the continuance of this Agreement, pay all licenses and taxes of any type applicable on said property.
19. GOVERNING LAW: This License shall be governed by the Laws of the State of Florida. Venue shall be in Pinellas County, Florida.
20. COVENANT AGAINST LIENS: SCHOOL BOARD shall have no power or authority to create any lien or permit any lien to attach to the Premises herein licensed, and all materialmen, contractors, mechanics and laborers, and other persons contracting with SCHOOL BOARD with respect to this License or to any part thereof, are hereby charged with notice that they must look to the SCHOOL BOARD to secure payment of any bill for work done or material furnished or for any other purpose during the term of the License.
21. COMPLIANCE WITH LAWS: As applicable, SCHOOL BOARD shall comply with all laws of the United States of America, the State of Florida, the Pinellas County Code and applicable municipal ordinances. SCHOOL BOARD shall obtain all necessary permits and



licenses and keep the same in force during the term of this License and SCHOOL BOARD shall not permit or commit any strip or waste of Premises.

22. BINDING AGREEMENT: The terms and provisions of this License shall be binding upon the Parties hereto, their successors and assigns.

23. FISCAL FUNDING: In the event funds are not budgeted and appropriated by COUNTY in any succeeding fiscal year for purposes described herein, then this Agreement shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended.

24. ENTIRE AGREEMENT: The License as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. All previous Agreements and subsequent Amendments shall terminate upon the Commencement Date of this License Agreement. 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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IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

WITNESS:

SCHOOL BOARD  
of Pinellas County, Florida

\_\_\_\_\_  
Title: Superintendent

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: Chairperson

Print Name: \_\_\_\_\_

Corporate Seal

APPROVED AS TO FORM

David Kynd  
School Board Attorney

WITNESS:

PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: Robert S. LaSala

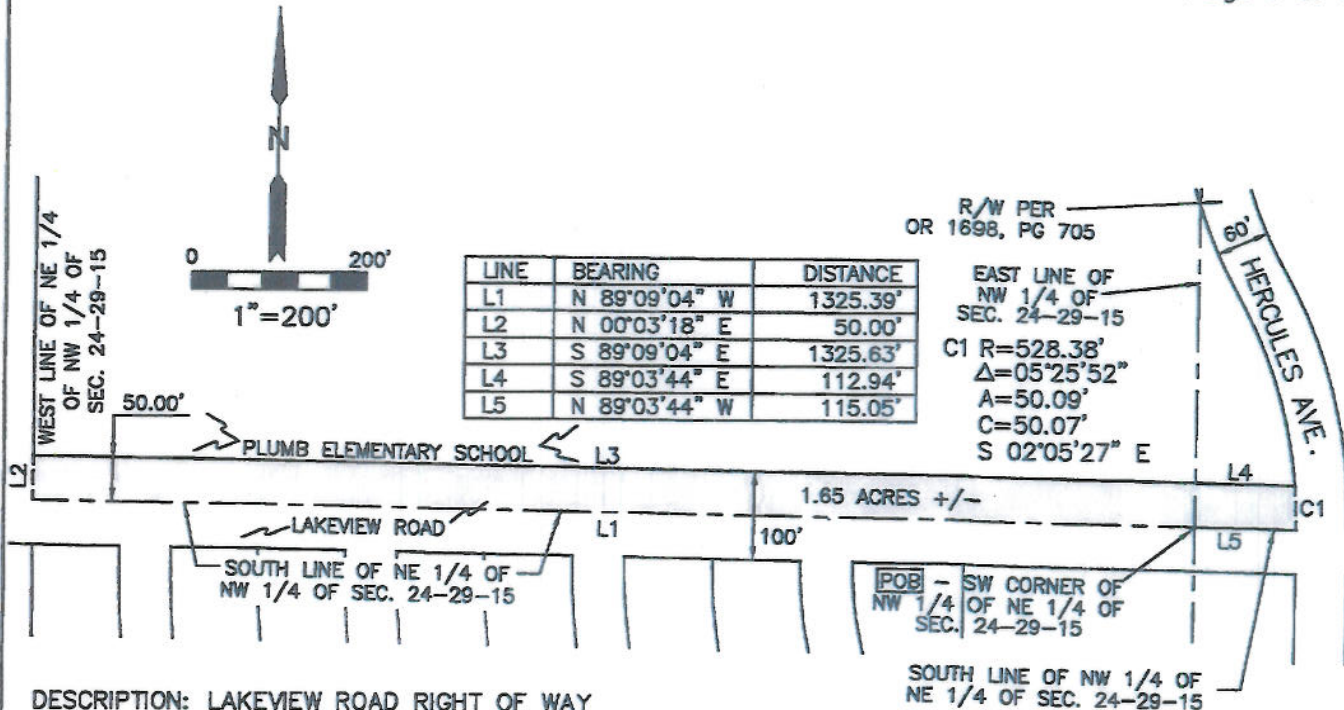
Title: County Administrator

\_\_\_\_\_  
Print Name: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: \_\_\_\_\_  
Senior Assistant County Attorney





## DESCRIPTION: LAKEVIEW ROAD RIGHT OF WAY

Being that certain strip of land, fifty (50) feet in width, that was conveyed to the City of Clearwater as right of way by the Warranty Deed that is recorded in Official Records Book 2142 on page 329 of the Public Records of Pinellas County, Florida and lying within Section 24, Township 29 South, Range 15 East, City of Clearwater, Pinellas County, Florida and being further described as follows:

BEGIN at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 24, Township 29 South, Range 15 East; thence N89°09'04"W, along the South line of the Northeast quarter of the Northwest quarter of said Section 24, for 1325.39 feet; thence N00°03'18"E along the West line of the Northeast quarter of the Northwest quarter of said Section 24, for 50.00 feet; thence S89°09'04"E, along a line being 50.00 feet north of and parallel to said South line, for 1325.63 feet to a point on the East line of the Northwest quarter of said Section 24; thence S89°03'44"E, along a line being 50.00 feet north of and parallel to the South line of the Northwest quarter of the Northeast quarter of said Section 24, for 112.94 feet to a point on a curve concave to the west and the West right of way line of Hercules Avenue according to the Fee Simple Deed that is recorded in Official Records Book 1698, on page 705 of the Public Records of Pinellas County, Florida; thence southerly along said West line and the arc of said curve having a radius of 528.38 feet, a central angle of 05°25'52", an arc length of 50.09 feet and a chord bearing S02°05'27"E, for 50.07 feet to a point on said South line; thence N89°03'44"W, along said South line, for 115.05 feet to the POINT OF BEGINNING, and containing 1.65 acres, more or less.

LAKEVIEW ROAD RIGHT-OF-WAY

Reviewed by: CH SB 1295Date: 11-20-12

Job No. 1099AN.5

DATES

6-08-11

I hereby certify that this description & sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

Description & sketch not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper

**ZBI****ZARRA BOYD, INC.**

Land Surveying and Mapping  
1480 Beltrees, Dunedin, Florida 34698  
(727)738-9010 Fax: (727)733-0083

LB 6472

Mark S. Lischalk  
PROFESSIONAL LAND SURVEYOR # 5727  
STATE OF FLORIDA



**ATTACHMENT B – INSURANCE REQUIREMENTS**

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

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

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

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

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

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

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

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).



### ATTACHMENT B – INSURANCE REQUIREMENTS

- (8) SCHOOL BOARD shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to contractors, or subcontractors.

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

(A) Workers' Compensation Insurance

| Limit                              | Florida Statutory |
|------------------------------------|-------------------|
| <b>Employers' Liability Limits</b> |                   |
| Per Employee                       | \$ 500,000        |
| Per Employee Disease               | \$ 500,000        |
| Policy Limit Disease               | \$ 500,000        |

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

| Limits                                  |              |
|---|--------------|
| Each Occurrence                         | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 1,000,000 |
| Personal Injury and Advertising Injury  | \$ 1,000,000 |
| General Aggregate                       | \$ 2,000,000 |

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

| Limit        |              |
|--------------|--------------|
| Per Accident | \$ 1,000,000 |

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (A), (B), and (C) above:

| Limits            |              |
|-------------------|--------------|
| Each Occurrence   | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |

- (E) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

**ATTACHMENT B – INSURANCE REQUIREMENTS****Limits**

|                   |              |
|-------------------|--------------|
| Each Occurrence   | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

- (F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.