

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement” or “License”) is made by and between the **City of Gainesville**, a municipal corporation of the State of Florida (the “City”), and the **Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation** (the “Licensee”).

WITNESSETH:

WHEREAS, the Licensee was the proposer selected by the City pursuant to RFP No. HOUS-140016-FB to implement, administer and provide services for homeless persons at the City’s One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39th Avenue, Gainesville, Florida (the “Facility”); and

WHEREAS, the RFP contemplated the Proposer would enter into an services/operations contract and one or more license agreements with the City, as and when the City is willing and able to make portions of the Facility available; and

WHEREAS, the City finds that the benefits and obligations expressed in the services/operations contract and the use of a portion of the Facility as described in this License Agreement will provide a substantial benefit to the public and serve a public purpose; and

WHEREAS, the City is willing and able to make a portion of the Facility available as described in this Agreement and the Licensee is willing to accept use of the property described herein, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals which comprise a material part of this Agreement, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License and Sole Use. The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license to use the portion of the Facility as identified on the attached **Exhibit “A”** (the “Premises”) for the sole purpose of providing homeless services as identified in the Service Agreement between the Parties (the “Uses”). In addition, the Licensee and its employees, patrons, and invitees may park in the improved parking spaces and may utilize the sidewalks located in the Facility to access the Premises. The City retains the right, at any time, upon Notice to the Licensee, to assign or otherwise restrict the parking available for use by the Licensee, its employees, patrons and invitees.
2. Condition of Premises; Maintenance and Repair of the Premises. This License is being granted AS-IS, meaning the Licensee accepts the Premises in its current condition and fully understands that the City is making no obligation to maintain or improve the Premises, beyond that specified in this Agreement, and nothing herein should be deemed or interpreted as such an obligation.
 - A. Licensee Responsibilities for Maintenance and Repair of the Premises. Licensee shall be responsible for maintaining the heating, ventilating and air conditioning unit, windows, interior walls, mechanical, electrical, plumbing, fixtures, light fixtures, floor, and floor coverings in the condition as existed on the Effective

Date, excepting normal wear and tear. Licensee shall not be responsible for replacement of the heating, ventilating and air conditioning unit, unless caused by Licensee's failure to maintain. Licensee shall also be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Licensee, or the Licensee's employees, agents, licensees, patrons, guests or invitees. In addition, Licensee shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be installed or removed from the Premises by Licensee. All such repairs shall be made in a good, workmanlike manner. Licensee shall maintain the Premises in a clean, sanitary and safe condition by providing routine janitorial, pest prevention and trash removal services. The Licensee shall at all times keep the Premises in a safe, clean, orderly and presentable condition. Licensee agrees, if notified by the City that any part of the Premises has been altered or is being maintained in an unsatisfactory condition, to remedy the condition at once at the Licensee's expense. Licensee shall promptly report to the City any damage, necessary repairs or maintenance that are the responsibility of the City as set forth below.

B) City Responsibilities for Maintenance and Repair of the Premises. City shall be responsible for the maintenance and repair of the roof, exterior surfaces of the Premises, structural portions of the Premises, and the replacement, should it become necessary, of the heating, ventilating and air conditioning unit. All repairs not addressed in this Agreement and not caused by the acts, omissions or negligence of the Licensee or its employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of City.

3. Common Areas. All areas outside of the exterior of buildings on the Facility and all areas used by Licensee in common with other users of in the Facility (collectively the "Common Areas") shall be maintained by the City. Common Areas include, but are not limited to, all parking areas, walkways, surrounding undeveloped or landscaped land, storm water drainage systems, access ways and any commonly used amenities. Licensee shall pay to City a common area maintenance charge (the "CAM Charge") for the maintenance performed by the City as follows:

A) Within 30 days after the Effective Date and thereafter prior to October 1 of each year during the term of this Agreement, City shall prepare a budget for CAM Charges for the Facility. CAM charges shall include all of City's costs and expenses of operating and maintaining the Common Areas which shall be deemed to include, without limitation, landscaping and grounds maintenance, fencing repair, backflow preventer maintenance, back-up generator maintenance, outdoor lighting, resurfacing, painting, repairs (excluding structural repairs to the Premises), and City's costs for administering the same.

B) Each month the City shall invoice the Licensee for its proportional share of CAM Charges to City based upon the budget, which shall be due and payable by the Licensee within 30 days of receipt of the invoice. Licensee's proportional share shall be determined by multiplying the total of such costs by a fraction, the numerator of which shall be the gross square footage of the Premises and the denominator of which shall be the gross square footage of the Facility as more fully described in the attached **Exhibit "B."**

C) On or before December 31 of each year during the term of this Agreement, the City shall furnish to Licensee a statement showing in reasonable detail the total amount of actual CAM costs for the preceding year and reconciling such actual costs with the Licensee's monthly payments for the year. If the costs are higher than the monthly payments already made, Licensee shall reimburse City such additional costs in a lump sum with the next regular monthly CAM payment. If the costs are lower than the monthly payments already made, Licensee shall be entitled to a setoff of such costs against the next regular monthly CAM payment (or as many payments as are necessary to absorb the setoff to which Licensee is entitled).

D) In the event the Licensee does not pay the CAM Charge when due, the Licensee shall be in default under this Agreement.

4. Improvements by Licensee. Licensee shall install, at its sole expense, all improvements (that are authorized by the City) necessary and required to conduct the Uses on the Premises, including without limitation any Americans with Disabilities Act or state law accessibility requirements or other federal, state or local requirements. The Licensee shall not make any improvements to the Premises that are not authorized in writing by the City, as the owner of the Premises. Regulatory approvals granted by the City shall not constitute approval by the City as owner of the Premises. The Licensee shall, at its sole expense, obtain all permits and approvals required by the City, and any other applicable regulatory agency, to locate and operate the Uses on the Premises.
5. Construction Liens Prohibited. Licensee shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against the City or the Premises by, against, through, or under Licensee or its contractors or subcontractors. Licensee shall notify its contractors that the Licensee's and City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. The City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. If any such lien or claim is filed, Licensee shall cause the same to be released within 90 days of the filing of the lien. Nothing in this Section is intended to preclude or prevent the Licensee from applying for and receiving funding for the Uses it is providing on the Premises; however, prior approval of the City (which may be granted or denied in the sole discretion of the City) is required for any funding that requires a restriction or lien on the Premises or Facility as a condition of application or acceptance of the funding.
6. No Contractual Zoning; No Contracting of Police Powers. The parties recognize that the City is entering this Agreement in its proprietary capacity, as owner of the Premises, and not in its regulatory capacity, as the governmental entity that is vested with the authority to grant or deny permits and development approvals. The parties agree that nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or contract to approve or waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement that the City may have jurisdiction over in its regulatory capacity. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the regulatory or police powers of the City.

7. Utilities. It is anticipated that the City will install sub-meters for each building within the Premises prior to the time that anyone other than the Licensee occupy or use the Facility. Until such time as the submeters are installed, any electric, water and wastewater utilities paid by the City for the Facility shall be passed on the Licensee as part of the CAM charges. After the sub-meters are installed, Licensee shall pay, as part of the CAM charges, any electric, water and wastewater utilities paid by the City for the Premises. All other services to the Premises, such as cable or internet, shall be arranged for and paid by the Licensee.
8. Term; Entire Agreement. This Agreement will become effective on _____, 2014 (the "Effective Date") and will expire on September 30, 2016, unless sooner terminated or extended. Upon request of the Licensee, the City may, in its sole discretion, extend this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by the City at any time, with cause, upon Notice to the Licensee. The City may terminate the Agreement, without cause, upon 30 days prior Notice to the Licensee. This Agreement, together with the Service Agreement executed by the Parties, constitutes the entire agreement between the City and Licensee with respect to the use of the Premises. This Agreement and the Service Agreement are made a part of and contingent upon the other. To that end, if a Party is in default under this Agreement, it is likewise in default under the Service Agreement and if this Agreement is terminated, the Service Agreement is also terminated, and vice versa. **This Agreement shall be recorded in the Public Records of Alachua County, Florida by the Licensee, at its sole expense, within ten (10) days of execution of same.**
9. Rules and Regulations. Any rules and regulations included within or appended to this Agreement at a later date by the City are hereby made a part of this Agreement, and Licensee agrees to comply with and observe the same. Licensee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Agreement in the manner as if the same were contained herein as covenants.
10. Vacating Premises. Upon vacating the Premises, Licensee must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Licensee vacates the Premises will become the property of the City. Upon vacating the Premises, Licensee Licensee agrees to deliver to City all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear.
11. Compliance with Laws and Indemnity. Licensee agrees to use the Premises and any portion thereof in compliance with all federal, state and municipal laws, ordinances, rules or regulations, now in effect or hereafter enacted or adopted (the "Laws") and the Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any Laws. Licensee will protect, indemnify and forever save and keep harmless the City, its employees, officers, and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of law, ordinance, rule or regulation occasioned by any act, neglect or omission of the Licensee, or any employee or agent of Licensee.

12. Insurance. Licensee shall, during the term of this Lease, maintain comprehensive public liability insurance, including personal injury and property damage, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$1,000,000 combined single limit protecting City and Licensee against liability for any accident, injury or damage on the Premises. Should City determine that Licensee's operations present a risk of loss greater or of a different type than anticipated; Licensee may be required to maintain greater insurance coverage different in scope of loss covered and/or amount of coverage. Prior to the Commencement Date of this Agreement, Licensee shall furnish to City appropriate certificates of said insurance, and each insurance policy shall contain an agreement that the policy shall not be canceled or materially changed except after 60 days prior written notice of such cancellation or material change to the City. All required insurance products will name the City as an additional insured. Notices of Accidents (occurrences) and Notices of Claims associated with this Agreement shall be provided to the City's Risk Manager as soon as practicable after notice to the insured.

All personal property of any kind or description whatsoever in or on the Premises, whether owned by Licensee or others, shall be at the Licensee's sole risk and City shall not be liable for any damage done to or loss of such personal property, unless said damage or loss is caused by the City's intentional acts or omissions. Licensee shall secure such insurance as it deems necessary or desirable to cover loss or damage to Licensee's property.

13. Release of City. City is hereby released from any damage or injury to person or property caused by or resulting from acts of god or force majeure, including but not limited to, steam, electricity, gas, water, rain, wind, ice, snow or any leak or flow from or into any part of the Premises. In addition, City shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Premises, the interruption of the use of the Premises, or the termination of this License by reason of any damage or destruction of the Premises.
14. Right to Terminate. In the event the Premises cannot be accessed or occupied due to destruction or damage caused by casualty and the destruction or damage cannot be remedied by the Licensee within a reasonable length of time, as City and Licensee shall mutually determine, either party shall have the right to terminate this License.
15. Taxes. The Licensee agrees to pay any and all taxes, including without limitation ad valorem property taxes and personal property taxes, assessed by virtue of the use and improvements on the Premises. As to taxes that are assessed during the term of the License, but are due and payable after its expiration or termination, this provision shall survive such termination or expiration.
16. Public Liability and Indemnification. The Licensee assumes all risks in the uses and improvements on the Premises, pursuant to this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property occurring on the Premises and hereby covenants and agrees to indemnify and hold harmless the City and its officers and employees from any and all liability, claims, suits, losses, demands, fines, fees, penalties, proceedings, actions and

- causes of action, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising out of or any way connected with damage or injury to person or property of whatsoever kind and nature, whether direct or indirect. This indemnification shall not be limited to the insurance coverage herein provided. This indemnification shall survive the expiration or termination of this Agreement.
17. Assignment. The Licensee is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person, legal entity or corporation without the previous written consent of the City, which may be withheld in the sole discretion of the City. If the Licensee shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise attempt to dispose of same, the City reserves the right to declare this Agreement terminated without previous notice to the Licensee or its attempted assignee.
18. Hazardous Materials and Indemnification. Without limiting Licensee's obligations under any other provision of this License, Licensee and its successors and assigns shall hereby indemnify, defend, protect, and hold City, its officers, employees, elected officials, agents, lenders, consultants, independent contractors, and any successors to City's interest ("Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for any and all losses, claims, liabilities, damages, costs, expenses, causes of action, judgments, damages, enforcement actions, taxes, remedial actions, the diminution in the value of the Premises, or any portion thereof, and injuries to persons, property or natural resources, arising out of Licensee's breach of any provision (or representation, warranty, or covenant) contained in this Section arising from, out of, in connection with, or as a consequence, directly or indirectly, of the Release or presence of any Hazardous Substances on, in, or beneath the Premises or that may have migrated from the Premises to any adjacent lands, air or water, which first occurs during the Term of this License, as the same may be extended by law or agreement of the parties, whether foreseeable or unforeseeable, and whether or not known to Licensee, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substances and the preparation of any closure or other required plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and City's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by City by reason of any violation of any applicable Environmental Law which first occurs, or has first occurred, upon the Premises during the Term of this License, as the same may be extended by law or agreement of the parties, or by reason of the imposition of fines or penalties, or any governmental lien for the recovery of environmental clean-up costs, expended by reason of such violation, it being expressly understood and agreed that to the extent the Indemnified Parties or any of them are strictly liable under any Environmental Laws, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. Licensee shall comply with all Environmental Laws throughout the Term of this License, as the same may be extended by law or agreement of the parties. Licensee hereby covenants and agrees that all obligations of Licensee under this Section shall survive any termination of the License, it being further understood and agreed that the rights

of City under this Section shall be in addition to any other rights and remedies under this License, or otherwise available to City at law or in equity.

Definitions. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances or any activity involving Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq ("OSHA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403, Florida Statutes; Chapter 62, Florida Administrative Code; and any regulation implementing the above.

The term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

The term "Release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spill, leak, emission, discharge or disposal of Hazardous Substances into the environment.

The term "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the Florida Department of Environmental Protection ("FDEP"), the United States Environmental Protection Agency ("USEPA"), the United States Occupational Safety and Health Administration ("OSHA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the State of Florida, or into waters outside the jurisdiction of the State of Florida, or into the environment.

- 19. Sovereign Immunity. The Licensee and the City agree that nothing in this Agreement is intended to be or shall be interpreted as a waiver of the City’s sovereign immunity under Section 768.28, Florida Statutes.
- 20. Default. Failure to perform under this Agreement shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten days (or such other timeframe as the parties then agree) to correct the default. If the default is not timely corrected, this Agreement may be terminated at the option of the non-defaulting party.
- 21. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.
- 22. Amendment. This Agreement may not be amended, unless evidenced in writing executed by all parties.
- 23. Notice. Any notice required under the terms of this Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given (“Notice”). Addresses of the parties are as follows:

As to the City
 Russ Blackburn, City Manager
 City of Gainesville
 Post Office Box 490, Mail Station 6
 Gainesville, Florida 32627-0490
 Phone: (352) 393-5010

As to the Licensee
 Theresa Lowe, Executive Director
 ACCHH
 703 NE 1st Street
 Gainesville, Florida 32601
 Phone: (352) 372-2549

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year first above written.

Signed, sealed and delivered
 In the presence of the following witnesses:

CITY:
 CITY OF GAINESVILLE

 Print Name:_____

 Russ Blackburn, Manager

 Print Name:_____

STATE OF FLORIDA
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Russ Blackburn, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

 Notary Public, State of Florida

Signed, sealed and delivered
In the presence of the following witnesses:

LICENSEE:
ALACHUA COUNTY COALITION FOR THE
HOMELESS AND HUNGRY, INC.

Brendan Shortley, Board Chair

Print Name:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Brendan Shortley, Board Chair of the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, and who has acknowledged that he has executed the same on behalf of the corporation, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Exhibit "A" The Premises

The "Premises" for purposes of this License Agreement includes the following buildings (as identified in the sketch below):

- Pavilion (Building 14)
- Visitor/Multipurpose Center (Building 13)
- Chapel (Building 12)
- Dorm C (Building 6- all areas except one restroom/shower area)
- Food Service (Building 11- only Dining Room Area)

In addition, for the purpose of providing overnight shelter, the Licensee may also use Pavilion (Building 5) and the baseball diamond area.

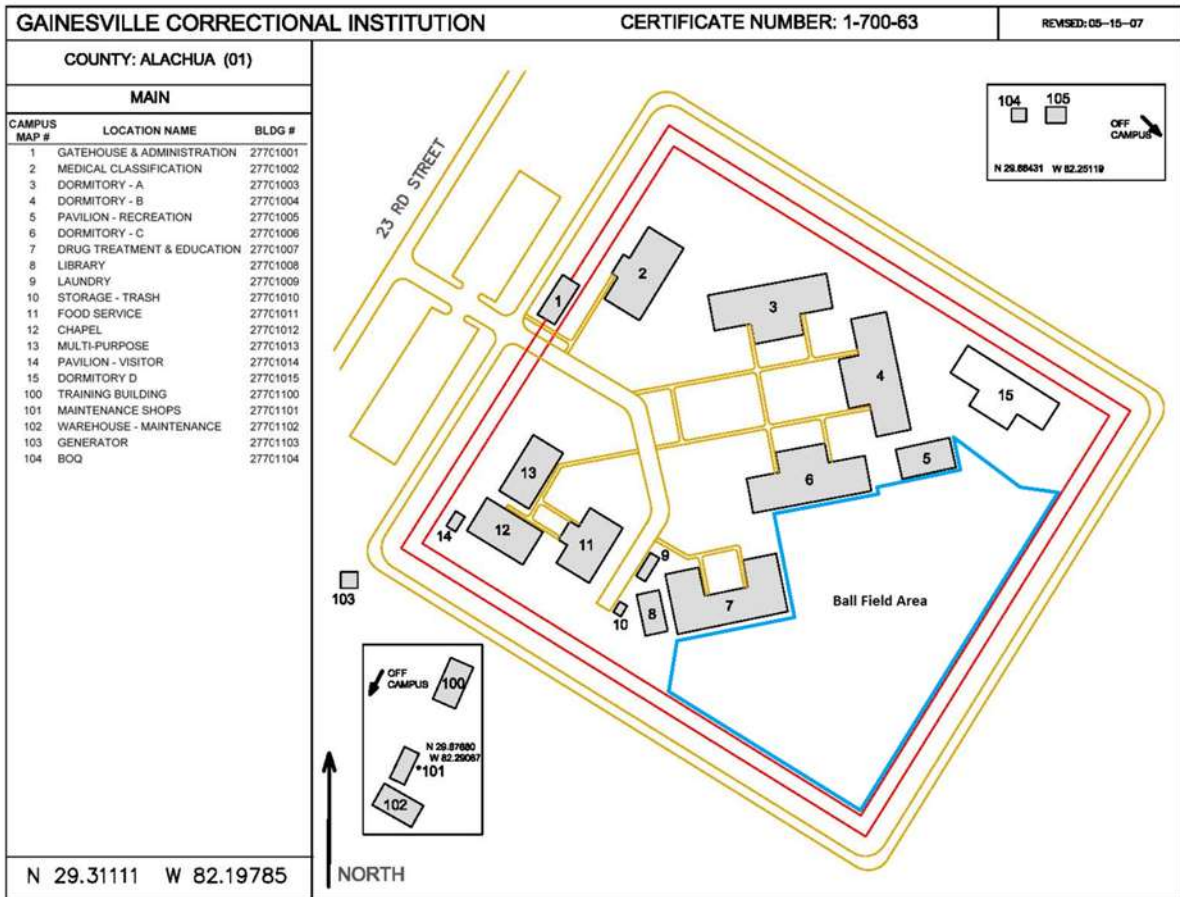


Exhibit "B"
Basis for numerator and denominator used in CAM Charge Calculations

	Building	Square Feet	Percentage of Total Area
1	Gatehouse and Administration	2,485	3%
2	Medical Classification	5,600	7%
3	Dormitory -A	9,618	12%
4	Dormitory -B	9,618	12%
5	Pavilion - Recreation	3,040	4%
6	Dormitory -C	9,618	12%
7	Drug Treatment & Education	10,050	12%
8	Library	1,605	2%
9	Laundry	780	1%
10	Storage - Trash	360	0%
11	Food Service	6,961	9%
12	Chapel	3,987	5%
13	Multi-Purpose	3,750	5%
14	Pavilion - Visitor	3,200	4%
15	Dormitory -D	9,743	12%
	Total Square Footage	80,415	100%