

APPENDIX 11.
Alliance for Weedon Island Archaeological Research and Education Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 10 day of May 2011, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY"), which terms shall include COUNTY'S designated representative and/or successors in interest, and the ALLIANCE FOR WEEDON ISLAND ARCHAEOLOGICAL RESEARCH AND EDUCATION, INC., (herein referred to as "AWIARE").

WITNESSETH

WHEREAS, Section 125.01 Florida Statutes, authorizes the Board of County Commissioners of Pinellas County, Florida to provide for and maintain County property; and

WHEREAS, the Department of Parks and Conservation Resources ("PCR") operates and maintains the premises at 1500 Weedon Drive N.E., St. Petersburg; and

WHEREAS, said premises could become the subject of vandalism and other undesirable activity; and

WHEREAS, the COUNTY seeks to provide maximum feasible use and protection of its properties and other natural and cultural resources thereon; and

WHEREAS, the COUNTY has determined that it is in the public interest to enter into an Agreement with AWIARE for the support of archaeological and interdisciplinary scientific research on the Weedon Island Preserve; and

WHEREAS, AWIARE has agreed to occupy the premises at Weedon Island Preserve, "WIP," to use it as an archaeological field station and housing space, and to provide certain services.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. PREMISES: COUNTY agrees to provide to AWIARE use of a field station, and other improvements located at 1500 Weedon Drive N.E., St. Petersburg, FL 33702, Pinellas County, herein after and further described in Exhibit "A-1" and Exhibit "A-2" attached hereto collectively referred to as (Premises). AWIARE agrees to accept the Premises in "as is" condition, and acknowledges that COUNTY makes no warranty, implied or expressed, as to the condition, safety, or nature of the improvements on the Premises. Further AWIARE agrees that

any and all occupants or temporary residents and guests shall abide by the terms of this agreement and all codes, ordinances, and policies governing the Premises.

2. TERM: This Agreement shall be for a one (1) year term, with four (4) successive 1-year renewal options. Occupancy for Exhibit "A-1" shall commence upon the signature of all parties (hereinafter referred to as "Commencement Date") and Exhibit "A-2" shall commence when the Deputy currently occupying the residence of the Premises vacates same on or about July 1, 2011.

3. TERMINATION:

- A. This Agreement in its entirety, or alternatively, the use of any portion of the premises referenced herein as Exhibits A-1 and A-2 individually, may be terminated at any time by either party with 30 days written notice.
- B. Upon termination of this Agreement, AWIARE and any temporary residents of the Premises shall vacate same in good condition, ordinary wear and tear excepted.

4. RENT: AWIARE shall not be required to pay rent to COUNTY for the term of this Agreement.

5. USE: It is understood and agreed between the parties hereto that AWIARE covenants that same Premises during the continuance of the Agreement shall be used by AWIARE as an archaeological field station and temporary housing space, and for no other purpose or purposes, without the written consent of COUNTY, and AWIARE agrees to cause the Premises to be operated for such use during the entire term of this Agreement, unless prevented from doing so by causes beyond AWIARE's control, and to conduct its actions at all times in a reputable manner. This Agreement is made on the express condition that the Premises shall be used only in conformance with the applicable laws and ordinances, and AWIARE shall not make, or allow to be made, any offensive or unlawful use of Premises. All rights of AWIARE hereunder may be terminated by COUNTY in the event that any other use be made thereof.

6. OBLIGATIONS OF AWIARE: At all times during this agreement, AWIARE shall:

- A. Be responsible for all conditions created or caused by the negligent or wrongful act or omission of AWIARE, or any other person on the Premises with AWIARE's consent;
- B. Keep the Premises clean and sanitary, and maintain and care for the lawn and shrubs;
- C. Remove all garbage in a clean and sanitary manner;

- D. Keep all plumbing fixtures clean and sanitary;
- E. Not destroy, deface damage, impair, or remove any part of the Premises or property in the Premises belonging to COUNTY, or permit any person to do so;
- F. Require all on the Premises with to conduct themselves in a manner that does not unreasonably disturb neighbors or facility visitors or that constitutes a breach of the peace;
- G. Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances;
- H. Not commit waste on the Premises nor maintain, or permit to be maintained, a nuisance on the Premises;
- I. Maintain and repair premises as specified in Exhibits "C" and "D" attached;
- J. Perform any and all functions related to AWIARE's agreement of 2010 with the COUNTY for which on-site occupancy is allowed as an incident of the agreement, including but not limited to:
 - K. Providing an on-site and/or mobile telephone number to appropriate COUNTY officials;
 - L. Notifying, when necessary, the appropriate COUNTY officials or law enforcement agents of those violating applicable laws, ordinances, rules or regulations;

7. OBLIGATIONS OF COUNTY: At all times during the term of this Agreement, COUNTY shall:

- A. Comply with the requirements of all applicable building, housing, and health codes.
- B. The PCR South-County Ops staff will maintain tree-trimming in the backyard, an exercise performed annually just prior to the onset of the hurricane season; Ops will pre-arrange this work with AWIARE. The chain-link fence line will be maintained by the PCR South-County Ops staff unless AWIARE plants native vegetation along the fence; at such time, maintenance will become the responsibility of the AWIARE. Mowing and trimming in the front yard will be the responsibility of the PCR South-County Ops staff unless AWIARE identifies particular areas that it wishes to maintain.

8. UTILITIES: COUNTY and AWIARE, respectively, will be responsible for the payment of utilities as indicated on Exhibit "B" attached hereto and made a part hereof,

9. REPAIRS, MAINTENANCE, SERVICES AND APPLIANCES: AWIARE shall maintain the Premises in good repair in a clean, neat, orderly, and sanitary condition. AWIARE will be responsible for all maintenance including structural and non-structural repairs and replacements as outlined in Exhibit C. In the event repairs or replacements become necessary that are not due to any acts or omissions of AWIARE and AWIARE or the COUNTY elects not to make said repairs or replacements, AWIARE has the right to terminate this Agreement with thirty (30) days prior written notice.

AWIARE shall take good care of Premises, appliances and fixtures; and responsibility for maintenance of the Premises shall be performed by the parties to this Agreement as described in Exhibits "C" and "D" attached hereto and made a part hereof.

10. ALTERATIONS, AND/OR LIENS:

A. AWIARE will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration of or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment, without the prior written consent of COUNTY. AWIARE shall pay all charges for labor, services, and materials used in connection with any such improvements and fixtures, except movable furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of Agreement.

B. AWIARE shall promptly pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Premises undertaken by AWIARE. Any mechanics liens against the Premises, or the land and building arising out of work performed by or for AWIARE are hereby expressly prohibited and in the event of the filing of any Claim of Lien, AWIARE shall promptly satisfy same or transfer it to a bond; and AWIARE shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

C. AWIARE shall have no power or authority to create any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with the AWIARE with respect to the demised Premises or any part thereof, are hereby charged with notice that they must look to AWIARE to secure

payment of any bill for work done or material furnished or for any other purpose during the term of this Agreement.

11. POSSESSION: AWIARE shall be granted possession of the Premises as set forth herein and shall be entitled to full use of said Premises.

12. INSURANCE: AWIARE shall procure, pay for, and maintain during the term of this Agreement insurance as required below:

A. A Risk Dwelling policy including personal liability with limits of not less than \$500,000 each occurrence for personal injury and/or bodily injury including death; and property damage of not less than \$500,000 each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence will be acceptable). Coverage shall be on an "occurrence" basis. Fire Legal Liability shall be included to limits of \$500,000. This insurance may be provided through one (1) primary policy, or through use of a primary and an excess umbrella in follow form to reach the total required limits.

B. A Certificate of Insurance shall be filed prior to submission of this Agreement to Pinellas County Lease Management Division and annually during the term of this Agreement to Lease Management Division, 509 East Avenue South, Clearwater, FL 33756. AWIARE 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 are at the sole responsibility and risk of AWIARE. 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 natures.

C. In the event the above described insurance may not be obtained by AWIARE, AWIARE shall procure, pay for, and maintain during the term of the Agreement the following: A HO4 policy covering fire, theft, and lightning, and limited personal liability in a form and in such amounts established by COUNTY'S Risk Management Department. In the future, if the coverage described in Paragraph 13 of the Agreement becomes available for this Property, AWIARE will be required to provide such coverage within thirty (30) days of the date of notice sent to AWIARE by COUNTY.

13. LIABILITY OF COUNTY: All property of any kind that may be on the Premises during the continuance of the Agreement shall be at the sole risk of AWIARE, and COUNTY shall not be liable to AWIARE or any other person for any injury, loss or damage to Property or to any person on said Premises.

14. ASSIGNMENT AND SUBLETTING: AWIARE agrees not to assign or in any manner transfer this contract or any estate or interest therein without the previous written consent of COUNTY and not to sublet said Premises or any part or parts thereof. Such consent is at the sole discretion of COUNTY, and consent by COUNTY to one or more assignment of this Agreement shall not operate as a waiver of COUNTY'S rights under this section.

15. INDEMNIFICATION: AWIARE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by AWIARE, its invitees, licensees, officers, agents, contractors, or subcontractors during the term of this Agreement, and any extensions thereof, whether direct or indirect, or by or on account of any claim or amounts recovered under "Worker's Compensation Law" or of any other laws, by laws, ordinance, order of decree, 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 AWIARE nor any of its invitees, licensees, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of or injury to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees.

16. DESTRUCTION OF PREMISES: If the demised Premise shall without fault of AWIARE, be destroyed by fire, storm or other casualty or be so damaged thereby as to become wholly or partially untenable, COUNTY may, by written notice delivered to AWIARE within thirty (30) days after such destruction or damage, terminate this agreement or elect to rebuild or repair. In the event of repair or rebuilding, this Agreement shall remain in force, and COUNTY shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good condition as they were at the time immediately prior to the destruction or damage. COUNTY may at its option, elect to replace said structure with another existing structure, moved onto the site.

17. HAZARDOUS SUBSTANCES: AWIARE shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises, AWIARE shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding sentence 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 and laboratory use. AWIARE will develop a control plan that conforms to industry standards for the safe storage and use of any hazardous materials that are used in normal laboratory procedures. AWIARE 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 Property and any Hazardous Substance or Environmental law of which AWIARE has actual knowledge. If AWIARE 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, AWIARE 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 and environmental protection.

18. DEFAULT: If AWIARE should fail to keep and perform any of the terms, covenants, conditions or provisions in this Agreement contained to be kept and performed by AWIARE, COUNTY shall notify AWIARE of the default and its demand to cure the default. AWIARE shall have fifteen (15) days from the date of notice to cure said default, or to commence with steps as are necessary to cure such default, which once commenced, AWIARE agrees and shall pursue continuously until the default is finally cured. Upon AWIARE'S failure to either cure said default or to take steps necessary to cure said default, it may be lawful for COUNTY to declare said Agreement terminated and to re-enter upon the Premises and to retake possession of the said Premises. AWIARE covenants and agrees that upon termination of the said demised term, AWIARE, will surrender and deliver said Premises peaceably to COUNTY, their representatives and attorneys, immediately upon the termination of the said demised term.

In the event AWIARE defaults as set out above or elsewhere in this Agreement, all reimbursements of monies due from AWIARE during the term of this Agreement or any extension thereof, shall at the option of COUNTY become immediately due and payable in full. COUNTY may re-enter the Premises using such force for that purpose as may be necessary without being liable to any prosecution therefore, and COUNTY may repair or alter the Premises in such a manner as COUNTY may deem necessary or advisable to re-use the Premises. Should COUNTY need to pursue any of its remedies, COUNTY shall be entitled to recover damages, including costs and attorneys fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any future election of remedies.

19. SIGNS: AWIARE agrees that any signs on the Premises must have COUNTY'S written approval before installation.

20. SUBROGATION: AWIARE hereby waives subrogation rights for loss or damages against COUNTY.

21. WAIVER: One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of any subsequent breach of the same covenant or conditions, and consent or approval by COUNTY to or of any act by AWIARE requiring COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by AWIARE.

22. OBSERVANCE OF LAWS: AWIARE agrees to observe, comply with and execute promptly during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies and of insurance carriers, due to this use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

23. ACCESS TO PREMISES: COUNTY shall have the right to enter upon Premises with reasonable notice during normal working hours for the purpose of inspecting or conducting tests upon the same or for making repairs to Premises or to any property owned or controlled by COUNTY therein. Such repairs shall not unduly interfere with AWIARE'S occupancy, except as is naturally necessitated by the nature of the repairs being affected.

24. RELATIONSHIP OF PARTIES; CONSTRUCTION OF AGREEMENT: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of COUNTY and AWIARE.

25. SURRENDER AT TERMINATION: Upon the termination of this Agreement, AWIARE agrees to surrender and yield possession of the Premises to COUNTY, peacefully and without notice, and in good order and condition, broom clean condition, but subject to such damage or destruction or condition as AWIARE is not required to restore or remedy under other terms and conditions of this Agreement. AWIARE also agrees to sign a termination of Agreement statement in recordable form. This latter Agreement shall survive the termination of the Agreement and shall be binding on the heirs, personal representatives, guardians and successors of AWIARE.

26. NOTICES: All notices given to COUNTY hereunder shall be forwarded to COUNTY at the following address, by registered or certified mail, return receipt requested, until AWIARE is notified otherwise in writing:

Lease Management Division
509 East Avenue South
Clearwater, Florida 33756

with copies to:
Department of Parks and Conservation Resources
12520 Ulmerton Road
Largo, Florida 33774

All notices given to AWIARE shall be forwarded to the President of AWIARE at the following address:

1500 Weedon Drive N.E.
St. Petersburg, FL 33702

By registered or certified mail, return receipt requested, until COUNTY is notified otherwise in writing.

27. QUIET ENJOYMENT: COUNTY covenants and agrees that upon AWIARE performing all of the covenants and conditions aforesaid on AWIARE'S part to be observed and

performed, AWIARE shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the term aforesaid.

28. PUBLIC ENTITY CRIME ACT: AWIARE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and COUNTY'S requirement that AWIARE comply with it in all respects prior to and during the term of this Agreement.

29. 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 County Public Health Department.

30. FISCAL FUNDING: In the event funds are not 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 last fiscal year for which funds were appropriated and expended, or if necessary as set forth in paragraph 3(A) herein.

31. ENTIRE AGREEMENT: The Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

< SIGNATURE PAGE FOLLOWS >

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the Effective Date.

WITNESSES:

AWIARE

[Signature]

By: Brent Weasman

Print Name: Sue Rhinehart

Title: President

Helen Wyskiver

Date: 4/19/11

Print Name: Helen Wyskiver

WITNESSES:

PINELLAS COUNTY

[Signature]

By: [Signature]
Robert S. LaSala, County Administrator

Print Name: Della King

Date: 5-10-11

Print Name: _____

APPROVED AS TO FORM, OFFICE OF

THE COUNTY ATTORNEY

By: [Signature]
Senior Assistant County Attorney

EXHIBIT "A-1"
Premises

1500 Weedon Drive NE
St. Petersburg, FL 33702

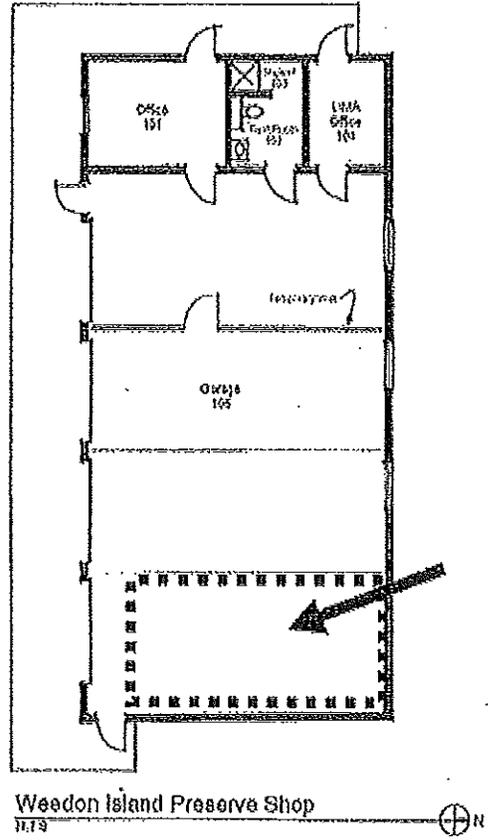
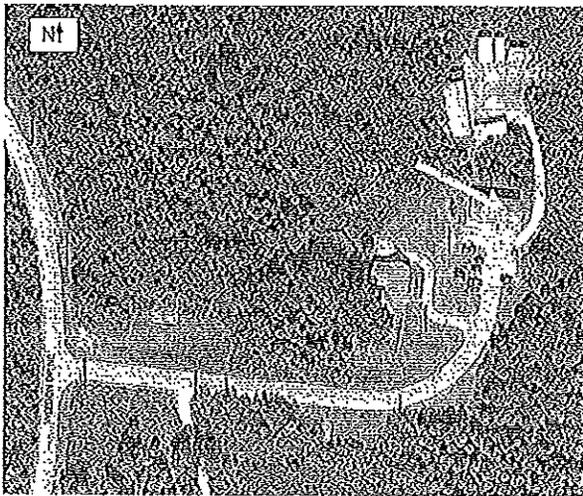


EXHIBIT "A-2"
Premises

1500 Weedon Drive NE
St. Petersburg, FL 33702

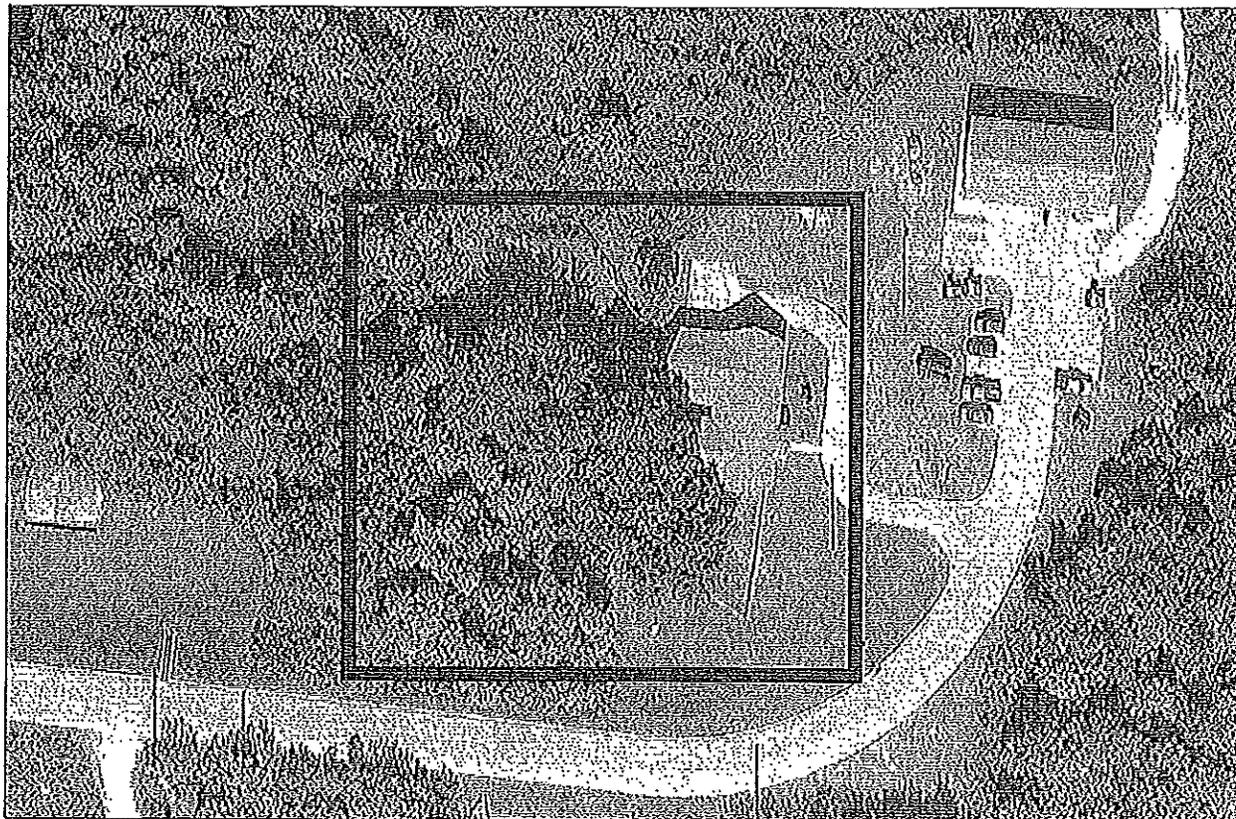


EXHIBIT "B"

Utilities

UTILITY	COUNTY RESPONSIBILITY	AWIARE RESPONSIBILITY
Electric		X
Water	X	
Garbage	X	
Telephone		X
Cable		X
Lift station	X	

If such charges are not so paid, the Agreement may be considered in default as COUNTY elects. COUNTY shall not be liable in any manner for damages to AWIARE'S property, or for any other claim by AWIARE, resulting from any interruption in utility services.

EXHIBIT "C"
Maintenance and Services

Maintenance/Services	County's Responsibility	AWIARE's Responsibility
AC Filter Replacement		X
Alterations/Renovations (after occupancy)		X
Bathroom Fixtures		X
Carpet Cleaning		X
Carpet Replacement		X
Door/Locks		X
Elec. Fixtures Exterior		X
Elec. Fixtures Interior		X
Electrical Wiring		X
Entrance/Driveway		X
Smoke Alarms		X
Fire Extinguishers		X
Flooring		X
Glass Replacement		X
Grounds/Residence		X
HVAC Maintenance		X
Interior Walls Bearing		X
Interior Walls Non-Bearing		X
Kitchen Fixtures		X
Light Bulbs		X
Main Water Piping Interior		X
Main Water Piping Exterior		X
Painting Exterior		X
Painting Interior		X
Roof Repairs		X
Roof Replacement		X
Window Cleaning		X

EXHIBIT "D"
Appliances, Fixtures and Furnishings

Appliances/Fixtures/Furniture	County's Responsibility	AWIARE's Responsibility
Ceiling Fans		X
Dishwasher		X
Garbage Disposal		X
Refrigerator		X
Garage A/C Wall Unit		X
Hot Water Heater		X
Deep Sink in Garage		X