

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), entered into this 7th day of December 2021, between, **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "COUNTY" and **Tropical Shores, LLC**, a Florida Limited Liability Company, whose mailing address is: 1800 SW 25 Street, Cape Coral, FL 33914, hereinafter called the "LICENSEE", and joined by the **LEE COUNTY CLERK OF COURT**, a Constitutional Office of Lee County, Florida, hereinafter call the "CLERK". (Collectively, the foregoing may be referred to as the "Parties.")

WITNESSETH:

That the COUNTY, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the LICENSEE, has demised and licensed to the LICENSEE, for the term and under the conditions hereinafter set out herein, those certain premises in the City of Fort Myers, Lee County, Florida, within the Lee County Justice Center, 1700 Monroe Street, Second Floor, Fort Myers 33901 ("Justice Center"), which will constitute an aggregate area of approximately 4,310 square feet of space, for the purpose of operating a restaurant / cafe within the Justice Center, as more clearly shown in attached Exhibit "A" (the "Licensed Premises"). LICENSEE will have reasonable use and access in common with others entitled to use common areas of the Justice Center, excluding parking.

I. TERM AND LICENSE FEE(S) AND PAYMENT OF LICENSE FEE(S)

1. The License will commence upon execution of this License by all Parties. The Term of the License will be effective as of the date the CLERK provides written notice to LICENSEE and COUNTY of opening the courthouse operations or April 1, 2022, whichever is later (the "Commencement Date"). This Agreement and the Term of the License will expire (unless sooner terminated as herein provided) at 11:59 p.m. on the last day of the month no more than Five (5) years after the Commencement Date, unless otherwise extended pursuant to the option set forth in this Agreement.
2. COUNTY grants LICENSEE the option to extend the term of this License for three (3) additional one (1) year terms. All of the terms, provisions and covenants of this License will apply to the Renewal Term.

It is the intention of the parties to avoid forfeiture of LICENSEE's rights to extend the Term under the options above through its inadvertent failure to notify the COUNTY of its election to exercise such option. Accordingly, unless already exercised by LICENSEE (or waived by LICENSEE in writing to the COUNTY), each of LICENSEE's options to extend the License Term under this License will continue until the LICENSEE has provided thirty (30) days advance written notice to COUNTY of the expiration of its option rights, which notice may be given no earlier than ninety (90) days before the then-current Term expires. If LICENSEE has not provided such notice to COUNTY, and LICENSEE fails to either exercise the option or waive it in writing to

the COUNTY, then the option shall continue until COUNTY provides said thirty (30) day notice to LICENSEE and LICENSEE, within said thirty (30) days, either:

- a. Exercises the option
- b. Waives the option in writing to the COUNTY, in which case the option, and any further options, will terminate, or
- c. Fails to exercise the option, in which case the option will expire.

If LICENSEE fails to validly and timely exercise any option to extend the Term of this License, then all subsequent options to extend the Term shall terminate. Further, nothing will be construed to extend this License beyond the date it would otherwise expire assuming any exercised option or options to extend had been exercised by LICENSEE in a timely manner without the need for any notice or notices to COUNTY. LICENSEE shall provide CLERK with copies of any and all correspondence sent to COUNTY pursuant to this Paragraph.

3. The COUNTY hereby licenses to the LICENSEE and the LICENSEE hereby accepts from the COUNTY the above-described Licensed Premises for the term set out in this License. The LICENSEE agrees to pay the sum of \$200.00 per month as a license fee ("License Fee"). LICENSEE must also pay all applicable sales taxes. Thereafter, on, or in advance of the fifth day of each month following the Commencement Date, the LICENSEE agrees to pay the License Fee plus applicable sales tax, without prior demand or notice therefore, and without any deduction, recoupment, set off or counterclaim. However, the LICENSEE will have no obligation to pay the License Fee hereunder until six (6) months after the Commencement Date as defined above.
4. Payment of the Base Fee and copies of annual Certificate of Insurance from LICENSEE under this License must be made payable to Lee County Board of County Commissioners, and mailed to the following address:

By mail:
Lee County
P.O Box 398
Fort Myers, Florida 33902
Attention: Fiscal Pool

By Courier:
Lee County
1500 Monroe Street, 4th Floor
Fort Myers FL 33901
Attention: Fiscal Pool

II. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The COUNTY agrees to furnish to the LICENSEE a climate-controlled area at all times for the Licensed Premises during the term of the License at the sole expense of the COUNTY.
2. The LICENSEE will provide, at their own expense, janitorial services for the Licensed Premises during the term of the License. In addition, the LICENSEE will be responsible to clean the Licensed Premises as shown on attached Exhibit "A", and remove all trash and debris left by the patrons. The LICENSEE will be responsible for

placing the trash and removed debris into the dumpster provided by the COUNTY. No hazardous materials may be placed in the dumpster provided by the County. If LICENSEE fails to keep the Premises clean and/or remove trash and debris, the COUNTY may terminate this License immediately.

III. EQUIPMENT AND FACILITIES

1. The COUNTY will be responsible for ensuring the replacement of all bulbs, lamps, tubes and starters used in the light fixtures for the purpose of furnishing sufficient light to the LICENSEE.
2. The LICENSEE will have use of the kitchen equipment at the Licensed Premises. The COUNTY owns the furniture, fixtures, machinery, equipment, appurtenances and appliances. The LICENSEE expressly assumes all liability associated with the use of the County-owned kitchen equipment. The COUNTY will be responsible for all maintenance, repairs, and replacement of the County-owned furniture fixtures, machinery, equipment, appurtenances and appliances, under normal wear and tear conditions. All replaced County-owned kitchen equipment, furniture, fixtures, machinery, equipment, appurtenances and appliances are the property of the COUNTY. Any lost or damaged items, normal wear and tear excepted, are the LICENSEE's responsibility to replace and LICENSEE must notify COUNTY in writing within five (5) business days of discovering that any such items have been lost or damaged. The written notice must also set forth the steps LICENSEE will take to replace such items.

Lee County's Facilities Construction & Management Department and LICENSEE will inventory COUNTY owned furniture, fixtures, machinery, equipment, appurtenances and appliances within thirty (30) days of execution of this License by all Parties, and on an annual basis thereafter, or more frequently as determined by COUNTY. The COUNTY and LICENSEE will acknowledge in writing the list at the time of the initial inventory and may modify the list by adding or deleting from it items as they change, noting the reason for the change.

3. Any requested or intended physical change to the Licensed Premises, e.g., paint; flooring; surfaces; hanging, affixing or otherwise attaching anything to any wall, ceiling or floor; mechanical; electrical; plumbing; HVAC; security system; locks; pedestrian access/traffic pattern within the Licensed Premises; etc., must have the prior written approval of Lee County's Facilities Construction & Management Department. Generally, modifications to the Licensed Premises structure by the LICENSEE are not expected to be approved.

IV. MAINTENANCE AND REPAIRS

1. The COUNTY will maintain and keep in repair the interior and exterior of the Licensed

Premises during the term of this License and will be responsible for the replacement of all windows broken or damaged in the Licensed Premises, except where such breakage or damage is caused to the Licensed Premises by the LICENSEE, its officers or agents, in which case COUNTY will replace the windows broken or damaged and will bill LICENSEE for cost of cure.

2. The LICENSEE will provide for maintenance, repairs, and/or replacement of any personal interior equipment (i.e. personal furniture, computers, copiers, equipment, personal artwork, etc.) during the term of this License. Any lost or damaged items are the LICENSEE's responsibility to replace.

Note: All furniture, fixtures, machinery, equipment, appurtenances and appliances appearing on the inventory list are the property of the COUNTY.

V. UTILITIES

Unless otherwise indicated, the LICENSEE will not bear any cost of electrical service, water service, dumpster pickup, sewer service, pest control service and fire extinguisher service used by the LICENSEE. The LICENSEE will bear the full cost of any telephone services to the Licensed Premises, at its own expense. Services for specialty equipment, must be pre-approved, in writing, by the County for installation and use by the LICENSEE. The COUNTY will not unreasonably withhold such approval.

VI. ADA STANDARDS AND ALTERATIONS

1. The COUNTY agrees that the Licensed Premises now conform, or that prior to LICENSEE's occupancy, the Licensed Premises will, be brought into conformance with the requirements of §§255.21 and 255.211, Florida Statutes, and ADA requirements, as they may be revised from time to time.
2. The LICENSEE will not have the right to make any alterations in and to the Licensed Premises during the term of this License. If LICENSEE requires an alteration within the Licensed Premises, the LICENSEE must first send a written request to the Department of County Lands. Upon receipt of the COUNTY's decision of whether the request for alteration is suitable for the space, COUNTY will inform the LICENSEE of the COUNTY's determination. All work will be performed and/or supervised by the COUNTY. The LICENSEE will bear the cost of the alteration unless otherwise noted.

VII. LIABILITY PROVISIONS

The LICENSEE agrees to be fully responsible for their own acts of negligence, or

their employees and respective agents' acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages proximately caused thereby. Notwithstanding the foregoing the COUNTY will only be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the COUNTY while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time. Nothing herein is intended to serve as a waiver of sovereign immunity by the County nor will anything herein be construed as consent by the COUNTY to be sued by any third party for any cause or matter arising out of or related to this License.

1. The LICENSEE also waives any claim against the COUNTY for damages relating to its occupancy of the Licensed Premises from any cause whatsoever including, but not limited to, burglary, theft, utility outages, force majeure, or any other damage.
2. The COUNTY may add furnishings to or remove furnishings from the Licensed Premises upon written request of the LICENSEE, which request will not be unreasonably withheld. No furniture from the common areas of the Justice Center may be removed. The COUNTY will not be liable for any repairs or damages to the LICENSEE's furniture, fixtures or equipment.

VIII. FIRE AND OTHER HAZARDS

1. In the event that the License Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty caused by no fault or negligence of the LICENSEE, the COUNTY at its option may forthwith repair the damage to the Licensed Premises at its own cost and expense.
2. Should the Licensed Premises be damaged or rendered unsuitable for occupancy due to the negligence of the LICENSEE, its officers, agents or invitees during the term of this License then the COUNTY, at its option, may forthwith repair the damage to the Licensed Premises, and the LICENSEE will bear the cost of the repair.
3. The COUNTY will provide for fire protection during the term of this License in accordance with the fire safety standards of the State Fire Marshall. The COUNTY will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The LICENSEE agrees that the Licensed Premises will be available for inspection by the State Fire Marshall upon presentation at the Licensed Premises, upon request, or at any time during the normal business hours of the COUNTY.

IX. EXPIRATION OF TERM

1. At the expiration of the term of this License, the LICENSEE will peaceably yield up the Licensed Premises in good and clean condition. It is understood and agreed between the Parties that the LICENSEE will have the right to remove from the License Premises, all personal property of the LICENSEE placed or installed on the Licensed Premises by it, provided the LICENSEE restores the Licensed Premises to as good a state of condition as existed prior to the removal. Lee County's Facilities Construction & Management Department and LICENSEE will complete a final walk-thru comparing the remaining furniture, fixtures, machinery, equipment, appurtenances and appliances to the last executed list up to three (3) days prior to LICENSEE vacating the space. LICENSEE acknowledges that LICENSEE will be solely responsible for the replacement cost of any missing furniture, machinery, equipment, appurtenances and appliances.

X. WAIVER OF DEFAULTS

The waiver of any breach of this License by either Party will not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this License.

XI. RIGHT TO INSPECT

The COUNTY and CLERK may, at reasonable times, enter into and upon the Licensed Premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this License; however, the COUNTY may enter into and upon the Licensed Premises at any time for emergency service or repair of any building utility or system.

XII. BREACH OF COVENANT

These presents are made upon the condition that, except as provided in this License, if the LICENSEE neglects or fails to perform or observe any covenant herein contained, which on the LICENSEE's part is to be performed, and such default will continue for a period of ten (10) business days after written notice thereof from the COUNTY to the LICENSEE, then the COUNTY may lawfully and immediately, or at any time thereafter, without further notice or demand, enter into and upon the Licensed Premises, or any part thereof, and repossess the same as of their former estate and expel the LICENSEE and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise will terminate but without prejudice to any remedy which might otherwise be used by the COUNTY for arrears of rent or for any breach of the LICENSEE's covenants herein contained.

XIII. TAXES, INSURANCE, AND COMMISSIONS

1. The LICENSEE will not be responsible for the payment of any real estate taxes on the Licensed Premises. The COUNTY will not be liable for damages or theft to the personal property or fixtures belonging to the LICENSEE, which are located on the Licensed Premises.
2. LICENSEE must maintain insurance consistent with the requirements set forth in the attached Exhibit "C". LICENSEE will provide a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such coverage, and annually thereafter. LICENSEE will be responsible for assuring that the insurance remains in force and uninterrupted for the duration of the License, including any extension thereof. Lee County must be named as a Certificate Holder and Additional Insured on the insurance policy.
3. The LICENSEE, through the above-mentioned vendor, must also furnish an appropriate Certificate of Insurance naming Lee County Board of County Commissioners as Certificate Holder and as an "Additional Insured". The COUNTY agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's own coverage being excess.
4. The LICENSEE agrees that these insurance requirements will not relieve or limit the LICENSEE's liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the LICENSEE's interest or liabilities, but are merely minimums.

XIV. USE OF LICENSED PREMISES

1. The Licensed Premises are publicly owned property and licensed to LICENSEE for use as a restaurant / cafe with kitchen and dining area. LICENSEE will provide food, including hot food, and beverages, for sale to the public. No member of the public will be arbitrarily prohibited or denied reasonable access to the area of the Licensed Premises during normal business hours when the Licensed Premises are open to the public.
2. The LICENSEE will continuously and uninterruptedly use, occupy, operate and conduct business in the Licensed Premises in such a manner as to help establish and maintain a good reputation for the whole building complex of which the Licensed Premises is a part thereof. LICENSEE agrees to be open to the public and serving customers every weekday the Justice Center is open to the public. The CLERK and LICENSEE shall enter into a Memorandum of Understanding to determine hours of

operation and general operations of the Licensed Premises.

3. The LICENSEE must obtain all necessary State and Local permits and approvals required for the operation of the restaurant and preparation and sale of food at the LICENSED PREMISES. The LICENSEE agrees to provide the COUNTY with copies of all required permits and approvals thirty (30) days at least prior to the Rent Commencement Date.
4. The LICENSEE may not voluntarily, involuntarily or by operation of law, assign, or in any manner or otherwise encumber, this License, or sublet the Licensed Premises, or any part thereof, or permit the use of the same by anyone other than the LICENSEE, without the prior written approval of the COUNTY.
5. The LICENSEE acknowledges that it is liable and responsible for the performance of all of the LICENSEE's obligations under this License and that the COUNTY is entitled, at the COUNTY's discretion, to the faithful performance of all such obligations.
6. The LICENSEE agrees to abide by all reasonable directions and requirements of the COUNTY and will keep and abide by all laws, ordinances, rules and regulations of all government bodies and their respective regulatory agencies having jurisdiction over both the Licensed Premises and the overall facility within which the Licensed Premises are located. The LICENSEE further agrees that it will not use the Licensed Premises, or permit the same to be used, for any unlawful, immoral, obnoxious or offensive business or practice.
7. The LICENSEE will not make or suffer any unlawful, improper or offensive use of the Licensed Premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City of Fort Myers, as applicable, or the County in which the Licensed Premises are located, now or hereinafter made, as may be applicable to the LICENSEE. The LICENSEE must provide the COUNTY with current copies of any operational license or permit when obtained for food preparation, sales or distribution upon receipt.
8. The COUNTY may remodel, modify, redesign the License Premises, including the area identified as the "Cafeteria" on attached Exhibit "A" as it deems necessary, with 30 days prior written notice to LICENSEE.

XV. BACKGROUND CHECKS

1. All of the LICENSEE's employees, vendors, agents, contractors, or subcontractors who will enter the Justice Center and perform services must complete the NCIC Background Check Form attached hereto as Exhibit "B," along with a copy of a current driver's license and submit same electronically to the Lee County Representative,

and receive approval from the Court Administration security to enter the premises. It is the LICENSEE's responsibility to ensure that it complies with all of the foregoing requirements.

2. In addition to the above, the LICENSEE is required to provide a Crime Information Background Check for its employees, vendors, agents, contractors, or subcontractors by the Florida Department of Law Enforcement at the following address:

Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

3. Required information will include, at a minimum, validation of a social security number and address, state criminal and sex offender registry search, national crime information center search, fingerprint check, county felony and misdemeanor check, national sexual offender registry. The COUNTY reserves the right to request additional information it deems appropriate. A copy of the background check from the Florida Department of Law Enforcement must be provided to Lee County's Representative within a thirty (30) day period and must be provided to the Lee County's Representative before the employee will be allowed to work in the Justice Center.
4. The LICENSEE will be required to perform background checks on all employees, vendors, agents, contractors, or subcontractors that will be working in the Justice Center. The results of the background checks will be provided to the Lee County Representative within thirty (30) days of signing of the License but must be provided to the Lee County Representative before the personnel will be allowed to work in the Justice Center. The COUNTY retains the right to reject assignment of any personnel based on the results of a background check.
5. Background checks on any new personnel must be performed immediately during the term of the License and provided to the Lee County Representative before the employee will be allowed to work in the Justice Center. LICENSEE personnel, who separate from employment for any reason whatsoever, and for any length of time, must undergo another background check prior to renewed access to the COUNTY's property. Background checks must be repeated not less than every five (5) years. At the COUNTY's discretion, background checks may be required more frequently. The COUNTY will have the ability to audit the LICENSEE's background check process to ensure compliance with County standards, at any time. Additionally, all LICENSEE personnel have the responsibility to self-disclose any misdemeanor or felony convictions that occur within three (3) business days of the conviction or upon return to the Justice Center. The conviction must be reported to the Lee County Representative. Any charges incurred for these background checks are the sole responsibility of the LICENSEE.

6. All access keys will be issued to the LICENSEE, and the then current fee will be charged to the LICENSEE for the loss of any keys/or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the COUNTY. The LICENSEE will be responsible for its employees, vendors, agents, contractors, or subcontractors who will enter the Justice Center for acting in accordance with security guidelines, during entering, exiting, cleaning, etc.
7. Failure of the LICENSEE to comply at all times with the security check procedure may result in the termination of this License.

XVI. RIGHT TO TERMINATE

1. Provided that the LICENSEE is not in default under the terms of this License, if LICENSEE desires to terminate this License, it may do so by giving COUNTY and CLERK written notice of such intent not less than thirty (30) days prior to the termination date. In the event of a termination of this License by the LICENSEE, LICENSEE will not remove any of its goods or property from the Licensed Premises other than in the normal course of its business without first having paid all rentals and other charges due or assessed against it.
2. The LICENSEE must correct any violation of the requirements of this License within ten (10) business days written notice of same from the COUNTY.
3. Notwithstanding the foregoing or as otherwise contained in this License, the COUNTY or the CLERK may, in all events, revoke the License at any time for any reason or purpose by giving the LICENSEE thirty (30) days written notice and copying the other Party.

XVII. NOTICES AND INVOICES

1. Every notice, approval, consent or other communication authorized or required by this License will not be effective unless same is in writing and sent postage prepaid by United States Certified Mail, Return Receipt Requested, directed to the other Party at its address provided for below or such address as either Party may designate by notice given from time to time in accordance with this section.

<p>As to COUNTY: Lee County Department of County Lands ATTN: Robert Clemens, Director PO Box 398 Fort Myers, FL 33902-0398 Phone - 239-533-8747</p>	<p>As to LICENSEE: Tropical Shores, LLC Name: Michelle Lussier Address: 1800 SW 25 Street Cape Coral, FL 33914 Phone: 239-910-5724</p>
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<p>As to CLERK: Lee County Clerk of Court ATTN: Michael J. Healy, Esq. General Counsel 1700 Monroe Street, Second Floor Fort Myers, FL 33901</p>	<p>As to Section XIV: Administrative Office of the Courts 20th Judicial Circuit of Florida ATTN: Jeff Torain, Director of Court Security/Trial Court Security Coordinator 1700 Monroe Street Fort Myers, Florida 39901 Phone:239-533-1525</p>
<p>As to Section XV: Lee County Department of Procurement Management ATTN: Mary G. Tucker, Director PO Box 398 Fort Myers, FL 33902-0398 Phone - 239-533-8881</p>	<p>As to Sections II, III, IV, V & IX: Lee County Facilities Construction & Management ATTN: Ehab Guirguis, Director 1500 Monroe Street, 4th Floor Fort Myers, FL 33901 Phone – 239-533-8505 Phone – Emergency– 239-533-2987</p>

XVIII. DEFINITION OF TERMS

1. The terms "License", "License Agreement" or "Agreement" will be inclusive of each other and will also include any renewals, extensions or modifications of this License.
2. The terms "COUNTY" and "LICENSEE" will include the respective successors and assigns for the Parties hereto.
3. The singular will include the plural and the plural will include the singular whenever the context so requires or permits.

XIX. WRITTEN AGREEMENT

This License contains the entire agreement between the parties hereto and it may only be modified in writing, with the approval of the Board of County Commissioners and the LICENSEE.

XX. OWNERSHIP

The COUNTY covenants and warrants that it has exclusive use and control of the property that is the subject of this License, and, as such is lawfully possessed of the said described real property within which the Licensed Premises are located, has good and lawful right, power and sufficient interest to convey a license in same, and that the Licensed Premises is free from any other licenses or encumbrances that

would otherwise interfere with the direct relationship between COUNTY and LICENSEE herein.

XXI. BUILDING SECURITY

In all events and circumstances, the COUNTY, including its agents and representatives, reserves the right to install, alter and maintain security measures and access means to the building within which the Licensed Premises are located.

XXII. NO ASSIGNMENT OR PLEDGE OF A SECURITY INTEREST

The LICENSE may not in any manner assign or pledge any security interest in the Licensed Premises nor in any of the furniture, fixtures, machinery, equipment, appurtenances and appliances (including any replaced items) listed in attached Exhibit "C".

(End of provisions - Signature page follow.)

IN WITNESS WHEREOF, the COUNTY, the LICENSEE and the CLERK have caused this License to be executed, intending to be bound as of the day and year first written above.

(Two witnesses required.)

Tropical Shores, LLC
A Florida Limited Liability Company

Nicole Cimini

(1st Witness Signature)

Nicole Cimini

(Type or Print Name)

Christopher Lussier

(2nd Witness Signature)

CHRISTOPHER LUSSIER

(Type or Print Name)

Michelle Lussier

(Signature)

Michelle Lussier

(Type or Print Name)

Manager Member

(Title)

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: [Signature]
Deputy Clerk

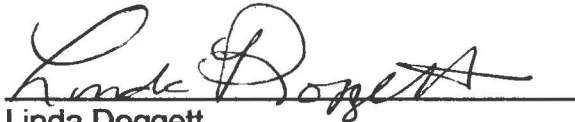
BY: [Signature]
Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

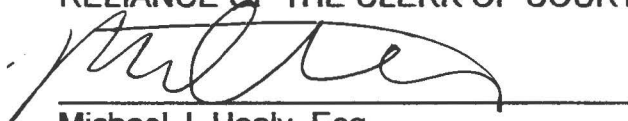
[Signature]
County Attorney's Office

LEE COUNTY CLERK OF COURT



Linda Doggett
Clerk of Court

**APPROVED AS TO FORM FOR THE
RELIANCE OF THE CLERK OF COURT**



Michael J. Healy, Esq.
General Counsel
Lee County Clerk of Court

EXHIBIT "A" LICENSEE SPACE

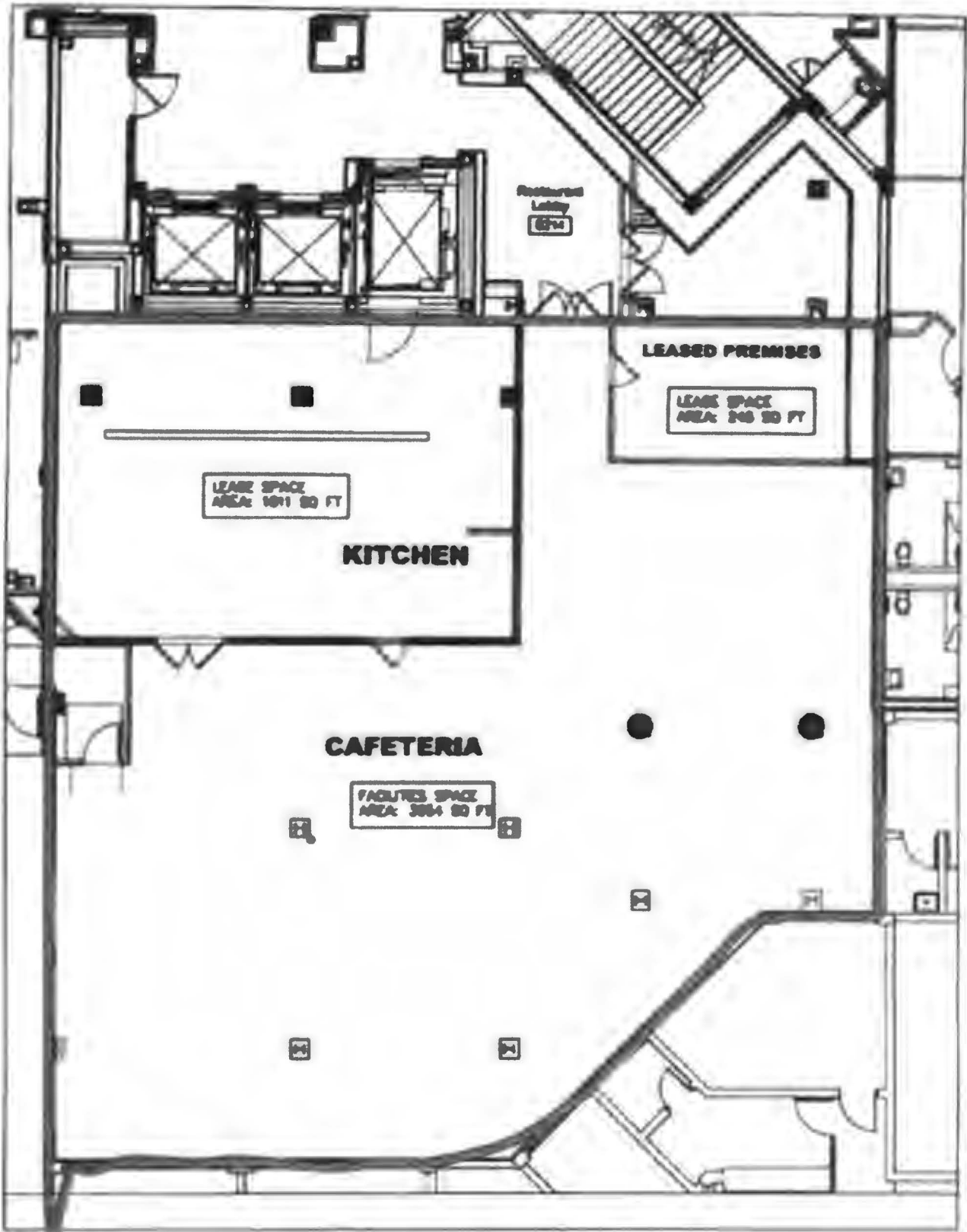


EXHIBIT "C" INSURANCE

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this Permissive Use License Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

Commercial General Liability: Coverage will apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Verification of Coverage: Coverage will be in place prior to the commencement of any work and throughout the duration of the Permissive Use License Agreement. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate will provide for the following:

- a. The certificate holder will read as follows:
 - Lee County Board of County Commissioners
 - P.O. Box 398
 - Fort Myers, Florida 33902
- b. **"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"** will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.
- c. Lee County will be given fifteen (15) days' notice prior to cancellation or modification of any stipulated insurance. Such notification will be noticed in writing to the Risk Manager, pursuant to Section XIII of the License Agreement.

The attached document has been approved by the Board of County Commissioners. Please review the instructions below and forward to the appropriate office when complete.

Meeting Date:	12/07/2021
Agenda Item #:	C10
Agenda Item Title:	Approve License Agreement for a Restaurant Operation within the Justice Center
Attachment(s):	(1) License Agreement

Department	Instructions
County Attorney	Please review the attached document(s) at the BLUE sticker. If you have any questions concerning the document(s), contact the originating department. After completion, forward to the CHAIR/VICE CHAIR for signature.
Chair/Vice Chair	Sign the attached document(s) at the RED sticker. After completion, forward to the MINUTES OFFICE for execution.
Minutes Office	Execute the attached document(s). After document(s) are completely executed, return the remaining originals to Laurel Chick, County Administration for distribution.

12/13/21 CA

Date out from Administration: 12/07/21

Return to Dept. Novus

2021 DEC -9 AM 11:05

RECEIVED
MINUTES OFFICE

2021 DEC -7 AM 11:41
 RECEIVED BY
 LEE CO. ATTORNEY

G)	Fund Type?	N/A
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
License Agreement	11/17/2021	Agreement
Location Maps	11/17/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
County Lands	Clemens, Robert	Approved	11/17/2021 - 2:56 PM
County Lands	Guirguis, Ehab	Approved	11/18/2021 - 6:49 AM
Budget Services	Guttery, Angela	Approved	11/18/2021 - 1:35 PM
Budget Services	Winton, Peter	Approved	11/18/2021 - 3:31 PM
County Attorney	Halverson, David	Approved	11/27/2021 - 4:22 PM
County Manager	Mora, Marc	Approved	11/29/2021 - 4:38 PM



AGENDA ITEM REPORT

DATE: December 7, 2021
DEPARTMENT: County Lands
REQUESTER: Robert Clemens
TITLE: Approve License Agreement for a Restaurant Operation within the Justice Center

MB

I. MOTION REQUESTED

- A) Approve a License Agreement between Lee County and Tropical Shores, LLC, a Florida Limited Liability Company, for approximately 4,310 square feet of space on the second floor of the Justice Center. This license is for space to provide a restaurant operation. The license rate is \$200 per month.
- B) Authorize the Lee County Clerk of Courts to oversee the Licensee's operation.
- C) Authorize Chair to execute the License Agreement on behalf of the Board.
- D) Authorize County Lands to make or accept any minor changes to the license agreement.

II. ITEM SUMMARY

Approves a License Agreement between Lee County and Tropical Shores, LLC, a Florida Limited Liability Company, for approximately 4,310 square feet of space on the second floor of the Justice Center. The agreement will provide space for a restaurant operation. The restaurant will sell beverages and food to the jury pool, visitors and employees of the Justice Center. Having an operating food and beverage restaurant operation is critical for the Clerk of Courts juror operations. The Clerk's operation is within the Justice Center, which is access controlled, and beverages cannot be carried into the building.

III. BACKGROUND AND IMPLICATIONS OF ACTION

- A) Board Action and Other History
- B) Policy Issues
- C) BoCC Goals
- D) Analysis

The License Agreement between Lee County and Tropical Shores, LLC, a Florida Limited Liability Company, is for use of approximately 4,310 square feet of space on the second floor of the Justice Center. The restaurant service will provide for the sale of beverages and food to the jury pool, visitors and employees of the Justice Center, a controlled access building. The license rate is \$200 per month, and the Lee County Clerk of Courts will oversee operations through a separate memorandum of understanding.

Having an operating food and beverage restaurant operation is critical for the Clerk of Courts juror operations. The Clerk's operation is within the Justice Center, which is access controlled, and beverages cannot be carried into the building. Depending upon court needs, hundreds of jurors may be required on specific days of a week and for many hours. This creates an untenable situation for the Clerk of Courts juror operations, if food and beverage is not available. This is the reason to have the restaurant operation in this County space and to allow the Clerk of Courts to oversee it and address their jurors' needs.

The term of this License Agreement is for five years with three additional one-year terms. The License Agreement can be terminated by any of the parties with not less than thirty (30) days prior written notice.

- E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	No funding required.
B)	Is this item approved in the current budget?	N/A
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes
F)	Fund: General Fund Program: Facilities Construction & Management Project: Justice Center Restaurant Services Account Strings: QC5121200100.362000.9002	