

RESOLUTION NO. 2016-379

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AGREEMENTS PROVIDING PERMISSION TO USE COUNTY-OWNED PROPERTY TO FACILITATE DUNE RE-NOURISHMENT ALONG PORTIONS OF THE LOCAL COASTLINE.**

**WHEREAS**, Hurricane Matthew caused extensive damage, including erosion along portions of the coastline located within the geographical boundaries of St. Johns County, Florida; and

**WHEREAS**, certain local property owners seek to remedy such damage to their properties; and

**WHEREAS**, in order to facilitate such repairs, the County has received a request to allow use of the parking lot at Mickler's Beachfront Park as a staging area; and

**WHEREAS**, in consideration for use of the County-owned property, each contractor shall be required to indemnify the County and to pay a share of the costs necessary to restore the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute permission and hold harmless agreements for use of County-owned property in substantially the same form and format as the draft agreements attached hereto as Attachments A and B, and incorporated herein.

Section 3. To the extent that there are typographical, scrivener's and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** this 6 day of December, 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Board of County Commissioners Chair

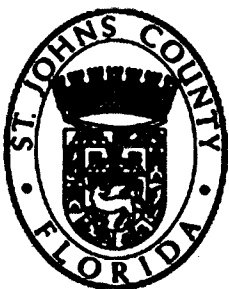


**ATTEST:** Hunter S. Conrad, Clerk

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 12/7/16





**PERMISSION AND HOLD HARMLESS AGREEMENT  
FOR USE OF ST. JOHNS COUNTY PROPERTY**

This Agreement, made by and between St. Johns County, a political subdivision of the State of Florida (County) and \_\_\_\_\_ (Contractor), the parties hereto, is entered into this day of \_\_\_\_\_, 2016, granting permission to use a portion of County owned Property, located at \_\_\_\_\_, Parcel Account No. {insert parcel number} and more specifically depicted in Attachment 1, incorporated herein by this reference. {insert beginning date} (Beginning Date) until {insert ending date} (Ending Date).

1. Permission. The County hereby grants Contractor permission to use the Property temporarily as a staging area to store equipment and sand associated with beach dune restoration on private properties that were impacted by the effects of Hurricane Matthew, and located along the local coastline. Contractor acknowledges and agrees that its use of the Property shall not be exclusive. Contractor further acknowledges and agreements that such permission shall begin on {insert beginning date} (Beginning Date) and expire on {insert ending date} (Ending Date). During such time, Contractor shall begin work on the Property no earlier than {insert beginning work time} and discontinue work by no later than {insert ending work time} daily.
2. Duration. This Agreement shall be effective on the Beginning Date noted above and shall continue through and until 60 calendar days beyond the Ending Date noted above. Any early termination or extension of the duration of this Agreement shall be in writing and execute by each party hereto.
3. Contractor understands and agrees to accept the Property in "as-is" condition. Contractor further agrees to clear all trash and debris generated during its use of the Property by no later than five (5) calendar day following the Ending Date.
4. In consideration of the County's permission to use the Property temporarily, Contractor shall:
  - a. Indemnify and hold harmless the County, its officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents, and to protect and defend them against any and all claims for loss or expense or suits for damage to persons or property, including Contractor's property, arising from use of the Property and use by Contractor's employees, members, agents or contractors, or subcontractors, and from or by the use of all guests, invitees, attendees, volunteers or participants, and/or any and all persons on the Property for any reason during

to timeframe noted above. Contractor acknowledges and agrees that this provision regarding hold harmless and indemnification shall include that the Contractor shall forego all claims for damage or loss to persons or property against the County, its officers, employees and agents. Additionally, this provision regarding hold harmless and indemnity shall survive early termination by either party or expiration of this Agreement.

- b. Pay one-half (1/4) of the total estimated cost necessary to restore the Property to its existing condition. Calculation of such payment of the cost shall be based upon the quote attached hereto as Attachment 2, incorporated herein by this reference. Contractor's obligation to pay such restoration cost shall survive early termination by either party or expiration of this Agreement. Payment of such restoration cost shall be made to the County within seven (7) calendar days of the Ending Date noted above.
5. Prior to its temporary use of the Property, Contractor shall secure and maintain all applicable licenses, permits and approvals necessary to complete the work described herein. Proof of such licenses, permits and approvals shall be provided to the County prior to Contractor's use of the Property.
6. Contractor hereby acknowledges and understands that, in the event that Contractor's use of the Property creates a public safety hazard as determined in the County's sole discretion, at Contractor's sole cost and expense, Contractor shall be required to take all necessary actions to address such hazard(s) as directed by the County.
7. Prior to its use of the Property, Contractor shall secure and maintain for the duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury with minimum policy coverage of \$1,000,000. As applicable, Contractor shall further secure and maintain for the duration of this Agreement, Workers' Compensation Insurance, in an amount no less than is required by applicable Florida Law. The County shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the County prior to Contractor's use of the Property.
8. Miscellaneous Provisions.
  - a. Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
  - b. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
  - c. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
  - d. No delay or failure by the County to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.

- e. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
- f. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.
- g. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.
- h. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
- i. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
- j. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, County and Contractor have caused this Agreement to be made on the date above written.

COUNTY

By: \_\_\_\_\_  
 Its: County Administrator

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

CONTRACTOR

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness