

RESOLUTION NO. 2018 - 243

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A LIBRARY PARKING LOT LICENSE AGREEMENT FOR USE BY THE ST. JOHNS COUNTY LIBRARY SYSTEM; AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County owns the property known as the Ponte Vedra Beach Branch Library (the Library) located at 101 Library Boulevard, Ponte Vedra Beach, Florida; and

WHEREAS, from time to time, the County receives requests from organizations seeking to use the Library parking lot to facilitate off-site volunteer parking and shuttle bus services during local events; and

WHEREAS, the attached agreement template sets forth the respective obligations, duties, and responsibilities concerning cooperative efforts to provide for parking and shuttle bus services; and

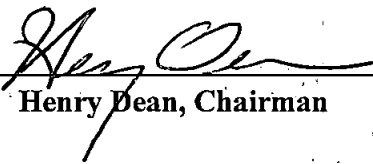
WHEREAS, approval of the attached agreement template serves a public purpose.

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

1. The above recitals are hereby adopted as legislative findings of fact.
2. The Board of County Commissioners approves the Library Parking Lot License Agreement, which is attached hereto, and incorporated herein as an Exhibit to this Resolution.
3. The County Administrator, or his designee, is authorized to execute the Library Parking Lot License Agreement substantially in the same form as attached in the event an organization makes a request to the County for the use of the Library parking lot for off-site volunteer parking or shuttle bus services.
4. This resolution shall be effective upon adoption by the Board of County Commissioners.
5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 7th day of August, 2018.

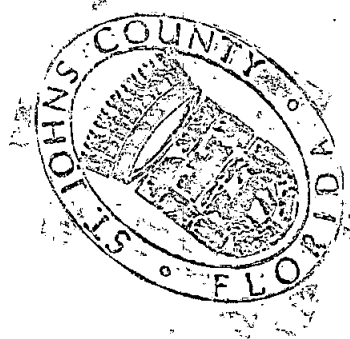
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Chairman

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 8/9/18



LICENSE AGREEMENT

THIS AGREEMENT is made between St. Johns County, a political subdivision of the State of Florida (County), and _____ (Licensee), collectively referred to as "Parties".

WHEREAS, the County owns property known as the Ponte Vedra Beach Branch Library located at 101 Library Boulevard, Ponte Vedra Beach, Florida (the Premises); and

WHEREAS, the Licensee seeks to use portions of the Premises to facilitate off-site volunteer parking and shuttle bus services during ____ (the Event), subject to approval by the St. Johns County Administrator, or authorized designee (the Administrator); and

WHEREAS, the Parties mutually seek to enter into an agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to provide for parking and shuttle bus services as described herein,

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The County hereby authorizes the Licensee to use portions of the Premises for the sole purpose of facilitating volunteer parking and shuttle bus services during the Event, subject to the following terms and conditions.
2. All requests for use of the Premises as described herein shall be made in writing and directed to the Administrator. The Licensee's use of the Premises shall be limited to the following dates and times: _____
3. The Licensee's use of the Premises shall be restricted to _____.
4. In accordance with applicable local, state and federal law, the Licensee is authorized to provide temporary signage on the Premises. At its sole cost and expense, the Licensee shall remove signage and restore the Premises to its original condition by no later than the end of the approved time period for use.
5. The Licensee, at its sole cost and expense, shall provide adequate personnel to direct traffic flow, provide security and conduct clean-up during use of the Premises.
6. The Licensee is authorized to utilize third-party vendors in order to provide the services described herein at the Premises. Such third-party vendors shall comply with all applicable local, state and federal rules and regulations governing the services provided at the Premises.
7. For the duration of this Agreement, the Licensee shall secure and maintain insurance as set forth in Exhibit A, attached hereto and incorporated herein. The County shall be named as an additional insured on all comprehensive general coverage; and, a copy of proof of insurance shall be provided prior to each use of the Premises or at any time upon the County's request. Each third party vendor shall meet the same insurance

requirements as the Licensee, and provide the County with proof of insurance as described in Exhibit A.

8. As a condition of entering into this Agreement, the Licensee represents that all parking on the Premises shall be provided at no cost to the public.
9. The Licensee, at its sole cost and expense, shall be responsible for securing and maintaining all permits, licenses and approvals necessary to use the Premises as contemplated herein, and such use will be in accordance with all applicable local, state and federal regulations.
10. The Licensee shall indemnify, defend and hold the County, its officers, employees and agents harmless from all losses or liability, on account of any damages or injury, claims and demands arising out of negligent acts or omissions of the Licensee, its officers, employees or agents in performance of this Agreement. Nothing in the Agreement shall be interpreted or construed to mean that the County waives or modifies its common law sovereign immunity as provided under section 768.28, Florida Statutes.
11. This Agreement shall be effective upon the date of its full execution, and may be terminated by the County upon no less than thirty (30) days prior written notice.
12. Use of the Premises as described herein shall not be assignable to any other party.
13. Both the County and the Licensee explicitly agree that nothing contained in this Agreement shall be construed or interpreted to confer third party beneficiary status to any person or entity.
14. 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.
15. This Agreement is governed by the laws of the State of Florida. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
16. Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder as a result of any acts of God, force majeure, unforeseen events, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.
17. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
18. This Agreement supersedes all previous agreements, communications, representations or understandings, either written or verbal, between the parties concerning public parking and shuttle bus services during holiday seasons and special events.

19. Any amendments, revisions or modifications to this Agreement shall be in writing and executed by duly authorized representatives of each of the Parties.
20. 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, the Parties hereto have caused the execution hereof by their duly authorized officials on the ____ day of _____, 2018.

COUNTY ADMINISTRATOR
St. Johns County, Florida

BY: _____
Michael D. Wanchick

DATE: _____

ATTEST: Hunter S. Conrad, Clerk

Deputy Clerk

(SEAL)

DRAFT

BY: _____

DATE: _____

Exhibit A

Insurance Provisions for Contracts

The following insurance language is required for all contracts generated by St. Johns County. The first paragraph shall be included as written, and then based on the service and scope of work, Sections A or B should be included. Contact the Risk Manager if the conditions set forth in this document contradict the terms agreed upon by the parties.

Insurance

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View
St. Augustine, FL 32084

A. Standard Contract for Service: \$500,000 or less with no unusual hazards

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, negligence, errors and omissions, as well as claims of property damages which may be caused by or arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

B. Major Contract for Service: \$500,000 or more with unusual or high hazards

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, negligence, errors and omissions, as well as claims of property damages which may be caused by or arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such

operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

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