

RESOLUTION NO. 2020- 26

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PERMISSIVE USE AGREEMENT FOR THE TEMPORARY USE OF SPACE AT A COUNTY OWNED FACILITY WITH AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE PERMISSIVE USE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, the Jacksonville Transportation Authority (JTA) is partnering with St. Johns County ("County") to operate a new express bus service along U.S. 1, from the St Johns County Government Center to the Jacksonville downtown business district; and

WHEREAS, the service will provide trips between St Augustine and Jacksonville to provide an additional mode of travel between St Johns County and Duval County; and

WHEREAS, the service will be provided by a private contractor, procured by JTA, and funded through the Florida Department of Transportation, using several small buses that will be parked overnight at the St Johns County Government Center; and,

WHEREAS, subject to the material terms and conditions of the proposed Permissive Use Agreement{"Agreement"}, attached hereto as Exhibit "A", and incorporated herein, the County desires to grant the contractor use of the permit center parking area.

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 approves the material terms and conditions of the Agreement and authorizes the County Administrator, or designee, to execute the Agreement in substantially the same form and format as attached hereto.

Section 3. To the extent that there are typographical 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.

Section 4. The Clerk is instructed to file the original Permissive Use Agreement in the Clerk's Office.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR

DULY ADOPTED by the Board of County Commissioners on St. Johns County, Florida this 4
day of February, 2020.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

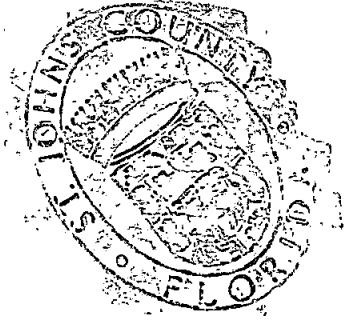
By: Jeb S. Smith
Jeb S. Smith, Chair

Attest: Brandon Patty, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 2/6/20

Date of Execution



ST. JOHNS EXPRESS SELECT

Proposed Service Quick Fact Sheet

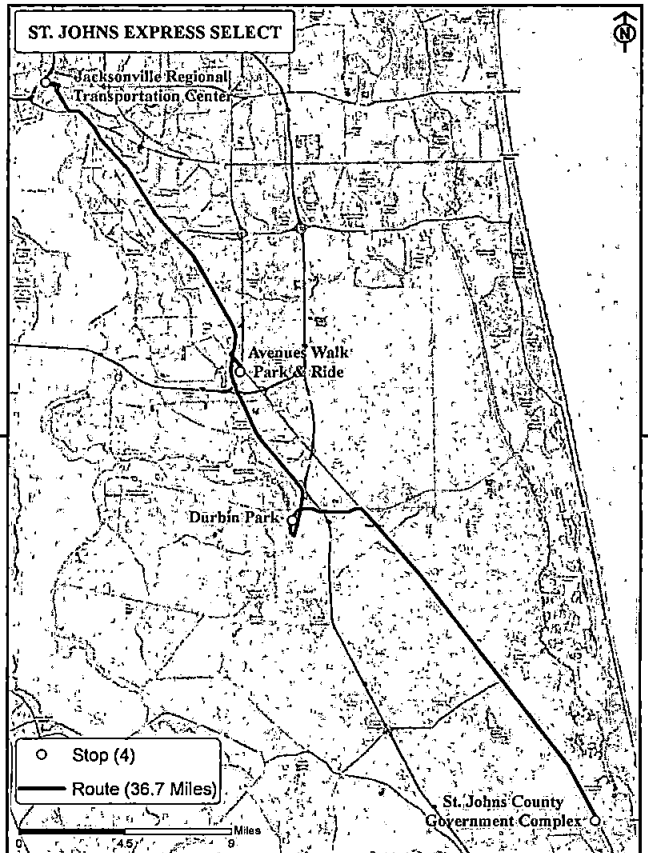
The Jacksonville Transportation Authority (JTA), in partnership with St. Johns County Sunshine Bus and FDOT, is planning to operate a transit service from the St. Augustine area of St. Johns County to the Jacksonville central business district along the corridors of U.S. 1 and I-95.



The service — **St. Johns Express Select** — is being offered with support from and in coordination with St. Johns County Sunshine Bus. Using small buses (less than 30 seats), it would provide two morning trips to Jacksonville and three afternoon trips returning to St. Johns County. The goal is to provide an alternative mode of travel for residents of St. Johns County who commute to Duval County.

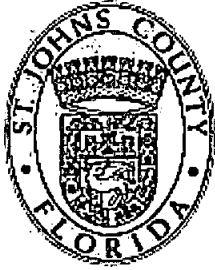


St. Johns Express Select service will have limited stops and offer commuters an executive-style, affordable ride with complimentary Wi-Fi, USB charging ports and wheelchair access.



The express route will travel along the U.S. 1 and I-95 roadways beginning at the St. Augustine Government Complex, stopping at Avenues Walk and Durbin Park before ending in Duval County at the Jacksonville Regional Transportation Center (JRTC) at LaVilla.

St. Johns Express Select service is scheduled to launch on **Monday, March 30, 2020.**



**NON-EXCLUSIVE PERMISSIVE USE AGREEMENT
FOR USE OF ST. JOHNS COUNTY PROPERTY**

THIS AGREEMENT (Agreement) is made as of this _____ day of _____, 20____ (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and Owl, Inc. (Contractor). The County and the Contractor enter into this Agreement on the basis of the following facts, understandings and intentions:

WHEREAS, the County owns certain real property located at the Permit Center; 4040 Lewis Speedway, St. Augustine, Florida 32084.

WHEREAS, the Permit Center currently provides public parking.

WHEREAS, the Contractor seeks temporary use of the Permit Center as a staging area to store transit vehicles and have limited access use of the public areas as necessary for the operations of the St Johns Express Select route between St Johns County and Duval County.

WHEREAS, the County and the Contractor seek to enter into this Agreement to set forth their respective duties and obligations regarding use of the Permit Center.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are hereby incorporated into the body of this Agreement, and are adopted by each of the parties as findings of fact.
2. **Permissive Use (Non-Exclusive).** Subject to the terms and conditions contained herein, the County hereby grants the Contractor permission to enter onto the Property, and non-exclusive use of the Property as a temporary staging area to park transit buses overnight.

- a. **Duration of Use.** Such use will begin on March 1, 2020 (Beginning Date), and may continue for a period of up to three years. Unless otherwise authorized by the County in writing, use of the Property shall end by no later than March 1, 2023 (Ending Date).
 - b. **Hours of Use.** For the Duration of Use, the County authorizes the Contractor to restrict public access to the Property beginning at 6:00 p.m. on each Sunday through and until 8:00 p.m. on each Friday as detailed in the Operations Plan described below. It is expressly noted that Contractor is responsible for the cost of any signage, barricades, etc., necessary to restrict public access during the Hours of Use.
 - c. **Public Access.** For the Duration of Use, the Contractor will allow public access to the Property as needed. Additionally, the Contractor may store the Buses on the Property, and must take all necessary measures to secure the Buses from public access. The Contractor understands and agrees that the County assumes no liability for any damage to the Buses stored on the Property.
 - d. **Site Plan.** Upon execution of this Agreement, the Contractor will provide a site plan that specifically describes each storage area located on the Property.
 - e. **Operations Plan.**
 - i. The Contractor must provide an facility plan that, at minimum, includes the following: a plan to restrict public access during hours of use; a plan to resume public access; and a plan to secure buses from public access..
 - ii. The Facility Use Plan is subject to approval by the County. The Contractor shall not begin any work on or at the Property prior to the County's written approval of the Plan.
 - f. **Condition of the Property.** The Contractor understands and agrees to accept use of the Property in "as-is" condition.
3. **Time is of the Essence.** Time is of the essence with respect to the Contractor's performance under this Agreement. Failure by the Contractor to perform timely on the dates and within the time periods described herein shall constitute a material breach of this Agreement.
4. **Restoration of the Property.**
- a. **Clean-Up.** The Contractor will remove all trash and debris generated during use of the Property by no later than five (5) calendar days following the Ending Date.

- b. **Pre-Use Assessment.** Prior to the Contractor's use as described herein, the Contractor and a County representative shall inspect the Property to assess its condition. By executing this Agreement, the Contractor hereby accepts such assessment, and agrees that it is a true and accurate statement regarding the condition of the Property prior to use.
 - c. **Post-Use Assessment.** By no later than five (5) business days after the Contractor completes use of the Property or the Ending Date, whichever occurs first, the Contractor and a County representative will inspect the Property to assess its condition.
 - d. **Restoration.** Except normal wear and tear caused by pedestrian and/or passenger vehicle traffic, the Contractor is solely liable to restore the Property to its pre-use condition. Accordingly, Contractor shall provide all labor, materials, costs and expenses necessary to restore the Property to its pre-use condition.
 - e. **Timing.** Unless otherwise authorized in writing by the County, the Contractor shall complete restoration of the Property by no later than March 1, 2023.
5. **Indemnification.** The Contractor will indemnify, defend and hold harmless the County, its officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents, against any and all claims for loss or expense or suits for damage to persons or property (including the Contractor's property), caused by or arising from use of the Property by the Contractor, its employees, members, agents, and subcontractors. The Contractor acknowledges and agrees that this provision regarding Indemnification survives early termination by either party or expiration of this Agreement.
6. **Insurance.** Prior to its use of the Property, the Contractor shall secure and maintain for the duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury coverage consistent with the contractors requirements for service in its JTA service contract. As applicable, the 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 and JTA shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the County Land Management Department prior to the Contractor's use of the Property.
7. **Permits, Licenses and Approvals.** Prior to its use of the Property, the 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 Real Estate Department of St. Johns County prior to the Contractor's use of the Property.
8. **Hazards.** The Contractor hereby acknowledges and understands that, in the event that the

Contractor's use of the Property creates a public safety hazard as determined in the County's sole discretion, at the Contractor's sole cost and expense, the Contractor shall be required to take all necessary actions to remedy such hazard(s) as directed by the County.

9. Miscellaneous Provisions.

- a. Neither the County nor the Contractor will 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 the Contractor have caused this Agreement to be made on the date above written.

COUNTY

CONTRACTOR

By: _____

By: _____

St Johns County

Title: _____

Witness Signature

Print Name

Witness Signature

Print Name

DRAFT