

RESOLUTION NO. 2021-401

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A LICENSE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE USE OF THE PARKING LOT AT 2700 SOUTH PONTE VEDRA BOULEVARD FOR BEACH NOURISHMENT PROJECTS; PROVIDING FOR THE EFFECT OF RECITALS; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS, OR DESIGNEE, TO EXECUTE THE AGREEMENT, RELATED DOCUMENTS , AND FUTURE AMENDMENTS; PROVIDING FOR CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County ("County") is constructing a FEMA Dune Enhancement project in South Ponte Vedra between monuments R-67 and R-76, and may construct, and a beach restoration project of critically eroded beach between monuments R-76 and R-103.5 ("Projects"), both of which will require a staging area; and,

WHEREAS, FDEP owns and maintains an unpaved parking lot at 2700 South Ponte Vedra Boulevard ("Parking Lot"); and,

WHEREAS, FDEP has presented a license agreement ("Agreement"), attached hereto as Exhibit "A" and incorporated by reference, to allow the County to use and occupy the Parking Lot for the purpose of storing and staging equipment and materials necessary for the implementation of the Projects.

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 terms, conditions, provisions, and requirements of the Agreement, and authorizes the County Administrator, or designee, to execute the Agreement, on behalf of the County.

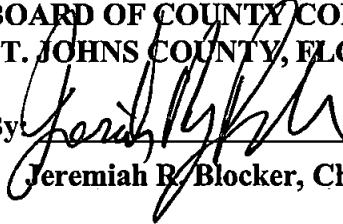
Section 3. The Board of County Commissioners further authorizes the County Administrator, or designee, to execute any supplemental paperwork/documentation necessary to accomplish the overall goal set forth in the Agreement, including amendments to the duration and property area.

Section 4. To the extent that there are typographical, administrative or scrivener's errors that do not change the tone, tenor, or concept of the Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

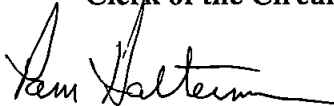
Section 5. This Resolution shall become effective immediately upon its adoption.

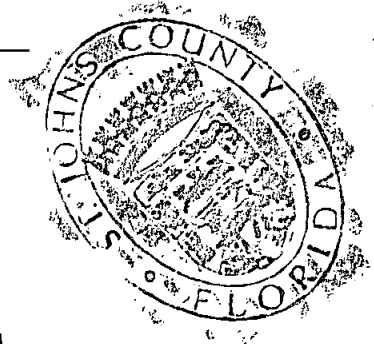
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County,
State of Florida, this 21 day of September 2021

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

By: 
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



RENDITION DATE 9/21/21

Exhibit "A" to Resolution

License Agreement

This LICENSE AGREEMENT ("Agreement"), entered into this ____ day of September, 2021, by and between ST. JOHNS COUNTY, ("County"), and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION including its contractors, ("FDEP"), together the "Parties".

RECITALS:

WHEREAS, the County is conducting a coastal dune sand placement project landward of the mean high water line and seaward of the post-storm dune crest in South Ponte Vedra between monuments R-67 and R-76 under FDEP Permit Number 0402841-001-JC, and a restoration and maintenance project of critically eroded beach between monuments R-76 and R-103.5 under FDEP Permit Number 0340616-003-JC ("Projects") and requires a staging area;

WHEREAS, FDEP owns and maintains an unpaved parking lot at 2700 South Ponte Vedra Boulevard ("Parking Lot") which boundaries are depicted in Attachment A.

WHEREAS, in furtherance of the Projects the County is interested in using the Parking Lot.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and other valuable consideration, and intending to be legally bound hereby, the Parties agree as follows:

Section 1 – Recitals: The foregoing Recitals are true and correct.

Section 2 – License of Use: FDEP shall allow the County to use and occupy the Parking Lot for the purpose of storing and staging equipment and materials necessary for the implementation of the Projects. This agreement does not permit the County to use or occupy any FDEP facility or property outside the boundaries of the Parking Lot as depicted on Attachment A.

The County, at its sole cost and expense, shall be responsible for properly permitting, installing, using, operating, repairing, maintaining, and removing the sand and related infrastructure or equipment in compliance with all applicable laws, regulations and ordinances.

Section 3 – Term: FDEP agrees to allow the County to use and occupy the Parking Lot for a term of seven months commencing on October 1, 2021 and terminating at the end of the day on April 30, 2022. The Parties recognize that they are providing stabilized beaches and shoreline protection under the terms of this Agreement and that they may desire to extend or renegotiate the term of this Agreement prior to its expiration.

Section 4 - Repairs & Maintenance: The County shall assume the risk of loss with respect to any personal property or equipment placed within the Parking Lot; however nothing in this section is intended to waive the FDEP's sovereign immunity to any extent beyond what the Florida Legislature has set forth in statute. The County shall conduct its operations within the Parking Lot in compliance with all applicable laws, regulations and ordinances.

Section 5 – Indemnity & Insurance: The County shall be responsible for the acts or omissions of the County, and its employees, representatives, agents, contractors, and invitees, and when appropriate, for all other persons permitted in, on, or about the licensed FDEP facilities or property with respect to injuries or damage that occur as a consequence of the County's usage of FDEP's facilities or property. Notwithstanding anything contained herein to the contrary, the County and FDEP specifically do not waive their sovereign immunity as to liability or damages pursuant to Section 768.28, Florida Statutes. The County agrees that at all times material to this Agreement, it shall be insured in compliance with all applicable State laws and regulations.

Section 6 – Termination: If FDEP needs the space occupied by the County for its operations, the FDEP reserves the right to revoke and terminate this Agreement upon providing

the County sixty (60) days written notice. If the Parties are unable to resolve any issues or disputes arising from this Agreement through good faith negotiations, the County or the FDEP may, at any time, and for any reason, terminate this Agreement after sixty (60) days written notice to the other Party. In the event the Agreement is terminated or expires, the County, at its sole cost and expense, shall remove the sand and any associated infrastructure or equipment placed in the Parking Lot and restore the grounds to their previous condition prior to the County's use.

Section 7 – Assignability: The Parties shall not assign any interest in this Agreement without the prior written consent of the other.

Section 8 – Miscellaneous: This Agreement contains the entire understanding between the Parties and any modifications to this Agreement shall be mutually agreed upon in writing by the County and the FDEP. The prevailing party in any action, or in any ancillary proceeding or appeal, to enforce or interpret any of the terms or provisions of this Agreement shall be entitled, in addition to damages, injunctive relief or other relief, to recover from the other party all costs otherwise obtainable under law, including without limitation, costs and expenses of litigation and reasonable attorney's fees. The captions and section numbers used in this Agreement are for purposes of convenience and for reference only and shall not be used to define, limit or extend the scope or meaning of any part of this Agreement. Whenever in this Agreement a party is or may be called upon to give its consent or approval to any action, said consent shall not be unreasonably withheld or delayed. The Parties hereto agree to promptly review, and sign when approved, all documents reasonably required to give effect to the provisions of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent, or create any

partnership, joint venture or other association between the Parties. In the event of default by a party hereto in its respective obligations hereunder, the non-defaulting party shall have all remedies available to it at law or in equity. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Each Party hereby represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed by their appropriate officials, as of the date first above written.

AS TO FDEP:

Witness (Signature)
Name: _____
(Print or Type)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: _____

Witness (Signature)
Name: _____
(Print or Type)

AS TO ST. JOHNS COUNTY:

Witness (Signature)
Name: _____
(Print or Type)

ST. JOHNS COUNTY, FLORIDA

By: _____

Witness (Signature)
Name: _____
(Print or Type)

Attachment A: Area allowed for use under this agreement

