

RESOLUTION NO. 2022- 109

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN INTERLOCAL LICENSE AGREEMENT BY AND BETWEEN THE RIVERS EDGE COMMUNITY DISTRICT AND ST. JOHNS COUNTY, FLORIDA, REGARDING THE USE OF THE DISTRICT'S WATERFRONT PARK

WHEREAS, Rivers Edge Community District (District) owns and maintains Riverfront Park, located along the banks of the St. Johns River at 4065 State Road 13, St. Johns, FL 32259; and

WHEREAS, St. Johns County Parks and Recreation (County) intends use the Riverfront Park to operate a series of Kayak Tours to provide educational opportunities to those who participate in the programs; and

WHEREAS, the District finds that learning about local history and wildlife during the County operated Kayak Tours are a benefit to the community and in the District's best interests; and

WHEREAS, the District grants the County nonexclusive license to use the Riverfront Park for operation of Kayak Tours limited to the dates and times identified in Exhibit A only, with exceptions requested in writing by the County with approval by the District; and

WHEREAS, the County is not authorized to use any other District facilities or amenities; and

WHEREAS, the County and the District agree that they have the right, power and authority to enter in and be bound by this Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE 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 findings of fact.

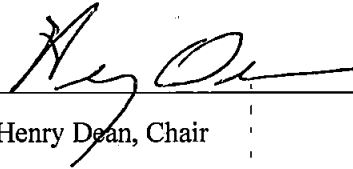
Section 2. The Board of County Commissioners hereby approve the terms of the Operation and Maintenance Agreement and authorize the County Administrator, or designee, to execute said Agreement.

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


Section 4. Clerk of Court is instructed to file the Operation and Maintenance Agreement in the Clerk's Office.

PASSIED AND ADOPTED this 5 day of April, 2022.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: 
Henry Dean, Chair

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


Deputy Clerk

Rendition Date APR 5 2022



**INTERLOCAL LICENSE AGREEMENT BY AND BETWEEN THE RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT AND ST. JOHNS COUNTY, FLORIDA,
REGARDING THE USE OF THE DISTRICT'S RIVERFRONT PARK**

THIS INTERLOCAL LICENSE AGREEMENT ("Agreement") is made and entered into effective the __ day of January 2022, by and between:

Rivers Edge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

St. Johns County Board of County Commissioners, for St. Johns County, Florida, a unit of government, with a mailing address of 500 San Sebastian View, St. Augustine, FL 32804 ("Licensee").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns and maintains as public improvements recreational facilities which include a park located along the banks of the St. Johns River at 4065 State Road 13, St. Johns, FL 32259 ("Riverfront Park"); and

WHEREAS, Licensee intends to operate a series of kayak tours in accordance with the terms set forth herein, and in the manner and at the times set forth in **Exhibit A** ("Kayak Tours"), and has requested permission from the District to use the Riverfront Park for the Kayak Tours in order to give participants an opportunity to learn about local history and wildlife; and

WHEREAS, the District Board of Supervisors ("Board") finds that the Licensee's provision of the Kayak Tours is a benefit to the community and is in the District's best interests, under the terms and conditions set forth in this Agreement and the exhibits hereto, and as directed by the District and its designee; and

WHEREAS, the District and Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. **GRANT OF LICENSE.** The District hereby grants to Licensee a nonexclusive license to use the Riverfront Park for operation of the Kayak Tours, in accordance with the terms and conditions contained herein and in the exhibits hereto ("License"). In consideration of said use of the Riverfront Park, Licensee agrees to the following conditions:

A. Licensee's access is limited to the Riverfront Park during the dates and times identified in **Exhibit A** only, and such other dates and times as may be approved in writing by the District ("Scheduled Times"). The Licensee's access does not include the use of any other District facilities, including but not limited to the amenity center, pool, restroom facilities or other improvements. Use of the Riverfront Park is limited to the dates, times and uses specified herein and no other – this License is for operation of the Kayak Tours only. This License does not grant access to the Riverfront Park at any other days or times except as set forth herein and as coordinated and approved by the District's designee. The District's designees for purposes of this Agreement shall be its District Manager and its General Manager. The District reserves all rights and privileges in and to the District's property, including the Riverfront Park. This License for the Riverfront Park is granted to Licensee in its "as is" condition and without any warranty or representation, express or implied. No other use of, or access to, the District's recreational facilities is permitted without prior written consent of the District through its designee.

B. The parties acknowledge that weather conditions may affect the use of the Riverfront Park at any given time. The District shall have the right, but not the obligation, to temporarily close the Riverfront Park on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Riverfront Park. Any make-up days or times shall be in the District's sole discretion. However, Licensee remains responsible for the safety and security of all persons operating under this grant of License.

C. Licensee's use of the Riverfront Park shall be contemporaneous with the use of the District's facilities by patrons of the District, and Licensee's use shall not interfere with the operation of the District's facilities as a public improvement except as set forth herein.

D. Licensee's use of the Riverfront Park shall be subject to the policies and regulations of the District, including but not limited to the *Riverfront Park Policies* attached hereto as **Exhibit B**. Licensee acknowledges receipt of all such policies and rules, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies by all users under this Agreement. Licensee will be responsible for reporting all incidents and injuries to the

District Manager or General Manager as they occur. Kayaks may be launched only from designated launch areas.

E. Licensee shall obtain an executed Waiver signed by each of Licensee's staff, volunteers, and participants and specifically naming the Rivers Edge CDD and its supervisors, staff and officers, in substantially the form attached hereto as **Exhibit C** ("Waiver").

F. The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals ("Laws"). It is Licensee's responsibility to know, understand and follow such Laws.

G. Licensee shall meet with the General Manager prior to hosting the Kayak Tours to coordinate parking plans, details, times, and housekeeping responsibilities. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the Kayak Tours, and trash is properly disposed of in trash bags and taken to the dumpster. Signs may be displayed on the day that Kayak Tours are held and must be taken down within two (2) hours of conclusion of such Kayak Tour. Any other permanent signage, other than advertising in accordance with the District's policies, if any, and coordinated through the General Manager, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: "This is not a Rivers Edge CDD sponsored or endorsed event."

H. If requested by the District, Licensee shall be required to provide parking monitors. Regardless of whether the District elects to require provision of parking monitors, parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate termination of this License. Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.

District agrees to maintain the following for the Term of the License:

I. The District agrees to maintain its Riverfront Park in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. The Licensee is responsible for set-up and clean-up. Licensee shall report any damage to the Riverfront Park caused by District employees or Licensees to the General Manager. Upon notification of such damage, the General Manager shall promptly investigate the cause and extent of the damage. The General Manager shall have the sole discretion to determine if the damage exceeds Licensee's responsibility to maintain and repair the Riverfront Park as provided herein.

J. The District shall not be responsible for the personal safety of Licensee's invitees, participants or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Licensee or its invitee's whatsoever.

K. The District may elect, in its discretion, to provide information concerning Licensee's offerings and schedule so long as Licensee provides the relevant information to the District's designee in a timely manner. Such information shall include a disclaimer that such activities are not sponsored or endorsed by Rivers Edge CDD.

3. TERM. The initial term of the License shall commence **May 12, 2022**, and shall expire on **August 12, 2022**, unless terminated, extended, or renewed in writing as provided for herein. This License may be extended or renewed for one or more additional terms, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. PROFESSIONAL JUDGMENT. Licensee represents that it is qualified to operate Kayak Tours and to provide certified, trained and qualified soccer coaches when utilizing the Riverfront Park. Licensee shall maintain all required licenses and certifications in effect and shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants. All minors participating in Kayak Tours events of any kind shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant, attendee, invitee, or other individual while using the Riverfront Park. Any participant, attendee, invitee or other individual on District property for any and all events held by Licensee shall only be permitted to participate after signing a District Waiver and obtaining consent of his or her parent or guardian. Licensee shall remain an active Florida entity in good standing during the term of this License.

6. REVENUE/FEES. Licensee shall be permitted to charge the following fees:

St. Johns County resident providing own boat: \$20/person
Non-St. Johns County resident providing own boat: \$30/person
St. Johns County resident using a County boat: \$40/person
Non-St. Johns County resident using a County boat: \$50/person

7. INSURANCE AND INDEMNITY.

A. Licensee shall acquire and maintain, at a minimum, the insurance levels set forth in **Exhibit D**. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement.

B. To the extent permitted by law, Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests or invitees. Nothing herein shall be construed as a waiver of the District's or the Licensee's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

8. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Rivers Edge Community
Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Licensee: Board of County Commissioners,
St. Johns County, Florida
500 San Sebastian View,
St. Augustine, FL 32804

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Licensee may deliver Notice on behalf of the District and Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

9. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage and recognizes that the District's facilities, including the Riverfront Park, are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with Licensee's use. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee's use of the Riverfront Park under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair of any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

10. ENFORCEMENT OF AGREEMENT. In the event that either the District or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

11. CONTROLLING LAW; VENUE; REMEDIES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. NON-TRANSFER. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License shall cause the License to become voidable, in the sole discretion of the District.

14. ENTIRE AGREEMENT. This is the entire agreement of the parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both parties. This Agreement shall not be recorded in the public records.

15. **PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is Ernesto Torres, District Manager (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Licensee, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, PHONE: (904) 940-5850, E-MAIL: ETORRES@GMSNF.COM

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

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

Signature

By:

Its:

Print Name of Witness

- Exhibit A: Description of Kayak Tours**
- Exhibit B: Riverfront Park Policies**
- Exhibit C: Waiver**
- Exhibit D: Minimum Insurance**

Exhibit A
Description of Kayak Tours

May 12, 2022, from 10am-1pm (Veteran Exclusive Trip in partnership with the VA)

July 7, 8, 9, and 10, 2022, from 6pm-9pm (Sunset Trips for the public)

August 11, 2022, from 5:30pm-8:30pm (Veteran Exclusive Trip in partnership with the VA)

Exhibit B
Riverfront Park Policies

RiverFront Park Policies

Riverfront Park is an outstanding asset for RiverTown Patrons. RiverFront Park is designed as a passive park for passive uses; therefore, reservations are not accepted, and use is on a first-come, first-served basis. Use is at **YOUR OWN RISK**. The District retains the right to use any District facility for District-related or District-sponsored meetings, events or activities at any time.

The following are RiverFront Park policies:

1. **ALCOHOLIC BEVERAGES, SMOKING, AND TOBACCO PRODUCTS ARE NOT PERMITTED.**
2. **No soliciting or commercial activities, including food trucks or other vendor activities.**
3. **Skateboards and motor scooters are allowed on designated paths only; otherwise park grounds are pedestrian only. Vehicles must remain in designated parking areas and roadways. Parking is subject to the District's adopted parking policies.**
4. **Courtesy toward District staff and other Patrons and guests is expected at all times. No roughhousing, aggressive behavior, or profanity is permitted.**
5. **Dumping or littering is prohibited.**
6. **Disturbing plant or animal habitat, feeding the wildlife, or harassing wildlife of any kind is strictly prohibited. Patrons are advised that a variety of wildlife, including snakes or alligators, may be present, and appropriate caution should be exercised.**
7. **Fires or flames of any kind are prohibited, including but not limited to grills and fireworks.**
8. **Pets must be kept on a leash at all times, and all pet waste must be removed by the Patron.**
9. **Diving, jumping or otherwise swimming off the pier or riverbank is prohibited.**
10. **The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with other Patrons' enjoyment of the RiverFront Park or nearby homes.**
11. **Bounce houses, portable shade structures larger than 10'x10', and similar structures are prohibited.**
12. **Fishing from the pier is permitted but must comply with all FWC requirements, including licensing and keep requirements / standards. NO crabbing or cast netting is allowed in the RiverFront Park and pier.**
13. **Kayaks may only be launched from designated launch points.**

To report violations of these rules or other incidents, please contact the General Manager at (904) 679-5733. For emergencies, please dial 911.

Exhibit C
Form of Waiver and Release

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
RELEASE AND WAIVER FORM – SJC KAYAK TOURS

Participant Name(s): _____

I, the undersigned, hereby certify that I am the above-named participant, or the parent or legal guardian of the above-named participant(s). I acknowledge and understand that the activity in which I am participating and the individuals facilitating said activity are not affiliated in any way with the Rivers Edge Community Development District or its supervisors or staff ("District") and that the District makes no representations concerning said personnel's qualifications or ability to lead the kayak tours to be held at the District's facilities and related recreational amenities ("Kayak Tours"). I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Rivers Edge Community Development District and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in the Kayak Tours by the above-named participant(s) or to any other use of the District's facilities, including, but not limited to, the Riverfront Park and associated parking lots. I hereby acknowledge that the participant(s) named above is/are physically fit and mentally capable of participating in the Kayak Tours and understand the risk of such physical activities, and I have consulted a doctor or was capable of consulting a doctor to confirm such fitness.

I hereby acknowledge the risk inherent in participating in kayaking and similar physical activities and assume the risks associated therewith including, but not limited to, encounters with dangerous wildlife, risk of drowning and other personal injury and death, and risks associated with negligent operations, negligent security, travel and recreation operations and activities. I understand that: (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by the another participant of the Kayak Tours(s), and/or my own actions or inactions, the actions or inactions of others participating in the Kayak Tours, the condition in which the Kayak Tours takes place, or the negligence of others; (c) there may be other risks and social and economic losses either not known, or not readily foreseeable at this time; and that I accept and assume all risks and all responsibility for losses, costs, and damages I may incur as a result of participation in the activity.

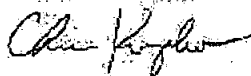
I hereby give my permission for any individual affiliated with the above-named organization, or the District, to seek and give appropriate medical attention to the above-named participant(s) in the event of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

Individual/Parent/Legal Guardian (if under 18, parents/legal guardians must sign)

(Sign) _____
(Print) _____
(Date) _____

Exhibit D

Minimum Insurance

CERTIFICATE OF COVERAGE		
Certificate Holder ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS 500 SAN SEBASTIAN VIEW ST AUGUSTINE FL 32084		Service Company Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065
Issue Date 10/19/20		
<small>COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.</small>		
COVERAGES PROVIDED BY: FLORIDA ASSOCIATION OF COUNTIES TRUST		
AGREEMENT NUMBER: FACT 9015	COVERAGES PERIOD: FROM 10/1/20	COVERAGES PERIOD: TO 10/1/21 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY		
General Liability		Automobile Liability
<input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Civil Rights Liability <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard <input checked="" type="checkbox"/> Florida Claims Bill Endorsement <input checked="" type="checkbox"/> Deductible \$10,000 Limits of Liability \$1,000,000 Per Occurrence/\$3,000,000 Aggregate		<input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <input checked="" type="checkbox"/> Florida Claims Bill Endorsement <input checked="" type="checkbox"/> Deductible \$1,000 Limits of Liability \$1,000,000 Per Occurrence
<input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Deductible \$10,000 <input type="checkbox"/> Employee Benefits Program Administration Liability <input type="checkbox"/> Deductible N/A <input checked="" type="checkbox"/> Florida Claims Bill Endorsement Limits of Liability \$1,000,000 Per Occurrence/\$2,000,000 Aggregate		
Description of Operations/Locations/Vehicles/Special Items Ref: Coverage Verification		
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.</small>		
DESIGNATED MEMBER ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS 500 SAN SEBASTIAN VIEW ST AUGUSTINE FL 32084		CANCELLATIONS <small>SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.</small>  AUTHORIZED REPRESENTATIVE

FACT-CERT (10/2012)