

RESOLUTION NO. 2024- 318

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A TEMPORARY LICENSE AGREEMENT BETWEEN THE COUNTY AND KINS DEVELOPMENT GROUP, INC. FOR FIRE RESCUE TO CONDUCT TRAINING; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT.

WHEREAS, Kings Development Group, Inc. (“KDG”) owns the shipping center and real property located at 2121 US 1, St. Augustine, Florida, 32086; and

WHEREAS, Fire Rescue desires to use a portion of the KDG property to conduct nondestructive training, including, but not limited to, firefighter rescue and/or mayday skills and scenarios, search and rescue training, and other related firefighting skill development; and

WHEREAS, as part of its community outreach program, KDG has agreed to grant the County a Temporary License Agreement, at no charge to the County, to use a portion of its property for Fire Rescue to conduct its training.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the attached Temporary License Agreement and authorizes the County Administrator, or designee, to execute the agreement on behalf of the County.

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

Section 4. This resolution shall be effective upon adoption by the board of County Commissioners.

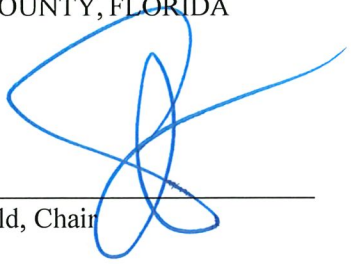
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of August, 2024.

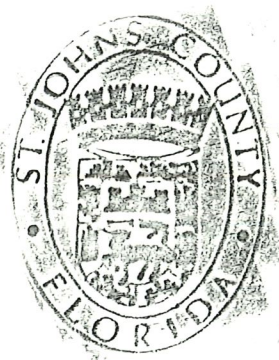
Attest: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

Quenna King
Deputy Clerk

Rendition Date AUG 09 2024

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: 
Sarah Arnold, Chair



Temporary License Agreement

THIS AGREEMENT is made this day of January__, 2024, by and between **Renown Realty LLC**, a Florida limited liability company (“Renown”), as authorized agent for Kings Development Group, Inc. (“KDG”), hereinafter referred to as “**Licensor**,” and **St. Johns County** a political subdivision of the state of Florida, through its **Fire Rescue Division**, a subdivision of St. Johns County, Florida, hereinafter referred to as “**Licensee**.”

Recitals

WHEREAS, KDG owns the shopping center and real property located at 2121 US 1, St. Augustine, Florida, 32086 (the “Shopping Center”);

WHEREAS, Licensee desires to use Unit Number 1, a commercial space located in the Shopping Center, or any other similar unit within the Shopping Center that may be designated by Licensor on thirty (30) days written notice, for the purpose of non-destructive training, including but not limited to firefighter rescue and/ or mayday skills and scenarios, search and rescue training, and other related firefighting skill development (collectively, “**Non-Destructive Training**”); and

WHEREAS, as part of its community outreach program, Licensor agrees, for no monetary consideration, to grant Licensee the right to use Unit Number 1, or any other similar unit within the Shopping Center that may be designated by Licensor on thirty (30) days written notice to Licensee (“**Licensed Premises**”).

Agreement

Licensor and Licensee stipulate that the above recitals are true and correct, and agree as follows:

1. Licensor hereby grants to Licensee the revocable right to use the Licensed Premises *solely* for Non-Destructive Training. The term of this revocable license shall commence on August 6, 2024 and shall automatically end on August 6, 2025, unless revoked and terminated by Licensor for any reason on thirty (30) days prior written notice to Licensee (the “**License Period**”). Upon expiration or earlier revocation and termination of the License Period, this Agreement and the license granted herein shall automatically terminate and shall cease to have any further force or effect.

2. Licensor shall have no liability for any injuries, damages, claims, causes of action, losses, costs, fees, attorney’s fees or demands, of any kind or type whatsoever, resulting from or arising in connection with the use or occupancy of the Licensed Premises or the Shopping Center by Licensee or its agents, contractors, representatives, employees, guests, customers or invitees (collectively, “**Claims**”). To the extent allowed by Florida law, and subject to the limits of liability set forth in Section 768.28, Florida Statutes, Licensee shall indemnify and defend Licensor against, and hold Licensor harmless from, any and all Claims and any and all damages to the Licensed Premises, the Shopping Center or other property owned by Licensor from the use or occupancy thereof by Licensee or its members, agent, contractors, representative, employees, guests, customers or invitees.

3. Licensee agrees that all of Licensee's property brought onto the Licensed Premises or the Shopping Center, including but not limited to its trucks and equipment, shall be at the *sole risk* of the Licensee and that the Licensor shall have no liability for the loss thereof or any damages thereto occasioned from any act of Licensee, Licensor and/or any other occupant of the Shopping Center or any other person, *excepting only* loss or damage resulting from wanton and willful acts of Licensor.

4. All costs and expenses associated with Licensee's use of the Licensed Premises shall be the sole responsibility of Licensee, and Licensor shall have no liability therefor.

5. Licensee, at its sole cost and expense, shall repair any damage to the Licensed Premises or the Shopping Center incurred during, and by reason of, Licensee's use thereof.

6. Licensee shall make no alterations, changes or additions to the Licensed Premises without first obtaining the written consent of Licensor.

7. On the expiration or earlier termination of this License Agreement, Licensee shall return the Licensed Premises to Licensor in the same condition as it was prior to Licensee's use and occupancy.

8. Licensee shall obtain and maintain, at its own expense, during the entire License Period, commercial general liability insurance in the amount of one million (\$1,000,000.00) per occurrence. Insurance shall be from an insurer reasonably acceptable to Licensor. By no later than thirty (30) days prior to the License Period, Licensee shall provide Licensor with a certificate of insurance naming Licensor as additional insured.

9. In the event of litigation concerning this License Agreement, its construction, interpretation, enforcement or performance, or the parties' relationship hereunder, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorneys' fees, taxable costs and non-taxable costs and expenses, as allowed by law.

10. This License Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, discussions, writings, agreements or other understandings between the parties.

11. This License Agreement may be modified, changed or amended only by an agreement in writing signed by both parties.

12. This License Agreement, and the rights of Licensee hereunder, are not assignable.

13. Licensee's use and occupancy of the Licensed Premises shall at all times comply with all applicable building codes, ordinances, permits and governmental regulations; and shall not constitute public or private nuisance.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

LICENSOR:

Renown Realty, LLC, as authorized
agent for KDG

Melanie Clay, Manager

LICENSEE:

St. Johns County Fire Rescue
Division, a subdivision of St. Johns
County

Name: _____
Its: _____