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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

6/20/2023

BCC MEETING DATE

TO: Hunter S. Conrad, County Administrator **DATE:** May 26, 2023
FROM: Jeremy B. Robshaw, Fire Rescue Assistant Chief **PHONE:** 904 209-1750
SUBJECT OR TITLE: Temporary License Agreement between St. Johns County Fire Rescue and Kings Development Group, Inc.
AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

Kingdom Development Group, Inc. ("KDG") owns property located at 2121 US 1, St. Augustine, FL formerly known as the Ponce Mall. Fire Rescue and KDG desire to enter into a Temporary License Agreement whereby Fire Rescue may use a portion of the property 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. KDG is offering the property as part of its community outreach program, at no cost to the County, subject to the terms and conditions of the Agreement. Fire Rescue requests the Board approve the terms and conditions of the Temporary License Agreement and authorize the County Administrator, or designee, to execute the agreement on behalf of the County.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:
INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2023-____, approving the terms and conditions of the Temporary Use Agreement between Kingdom Development Group, Inc. and the County, and authorizing the County Administrator, or designee, to execute the Agreement, in substantially the same form as attached, on behalf of the County.

For Administration Use Only:
Legal: Kealey West 6/1/2023 **OMB:** ARM 6/7/2023 **Admin:** Brad Bradley 6/7/2023

RESOLUTION NO. 2023-_____

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 KINGS DEVELOPMENT GROUP, INC. FOR FIRE RESCUE TO CONDUCT TRAINING; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT.

RECITALS

WHEREAS, Kings Development Group, Inc. (“KDG”) owns the shopping 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 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; 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, Florida, as follows:

Section 1. The above recitals are incorporated 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 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 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.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this _____ day of June, 2023.

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

By: _____
Christian Whitehurst, Chair

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

By: _____
Deputy Clerk

Temporary License Agreement

THIS AGREEMENT is made this day of June __, 2023, 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 “**Licensors**,” 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 Licensors 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, Licensors 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 Licensors on thirty (30) days written notice to Licensee (“**Licensed Premises**”).

Agreement

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

1. Licensors 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 June __, 2023, and shall automatically end on June __, 2024, unless revoked and terminated by Licensors 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. Licensors 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 Licensors against, and hold Licensors harmless from, any and all Claims and any and all damages to the Licensed Premises, the Shopping Center or other property owned by Licensors 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.

LICENSEE:
St. Johns County, Florida

LICENSOR:
Renown Realty, LLC,
as authorized agent for
Kings Development Group, Inc.

Hunter S. Conrad
County Administrator

Melanie Clay, Manager

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

Kings Development Group
kingsdevgroup.com

2121 US HWY 1 S
St. Augustine, FL 32086

ESTD2021

January 25, 2023

To whom it may concern,

This letter is to confirm that Renown Realty, LLC is authorized to enter into a temporary license agreement on behalf of Kings Development Group concerning SJCFR using the designated unit within the Mall 2121 located at 2121 US Hwy 1 South in St Augustine.

Melanie Clay, broker of Renown Realty, LLC is the mall manager that Kings Development Group has Set in place to oversee the leasing of the spaces and tenant relationships.

Earl Glisson, president and CEO of Kings Development Group

Earl W Glisson

1/30/2023

Date:

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KINGSDevelopmentGroup