

**November 10, 2020**

**Special Meeting  
1:00 P.M.  
City Commission Chambers  
2775 Garrison Avenue  
Port St. Joe, Florida**



## City of Port St. Joe

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

# BOARD OF CITY COMMISSION

1:00 P.M.

2775 Garrison Avenue  
Tuesday November 10, 2020

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## Call to Order

### Agenda

- **NRDA Grant Discussion**
- **NRCS Grant Task Order**
- **Community Garden License Agreement**

**Pages 1-2**

**Pages 3-8**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**



Dewberry Engineers Inc.  
324 Marina Drive  
Port Saint Joe, FL 32456

850.227.7200  
850.227.7215 fax  
www.dewberry.com

October 29, 2020

Mr. Jim Anderson, City Manager  
City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

RE: USDA NRCS Debris Removal – Technical Services  
Professional Services Proposal

Dear Mr. Anderson

It is our understanding that the City has received funding from the USDA NRCS (Natural Resources Conservation Service) EWP (Emergency Watershed Protection) Program for the City of Port St. Joe, Gulf County, DSR MIC-PSJ-029 Wetappo Creek Debris Clearing. Dewberry Engineers Inc. (DEI) is pleased to provide this Task Order to provide Technical Assistance services to complete the proposed project. DEI proposes to provide these services described below:

**A. TECHNICAL ASSISTANCE**

1. DEI will prepare preliminary design plans and specifications suitable for NRCS review. Plans will comply with NRCS programmatic requirements and design parameters.
2. DEI will prepare final design plans and specifications based on NRCS comments. Plans will be signed and sealed by a professional engineer.
3. DEI will assist the city in bidding and procurement by providing, but not limited to, the bid advertisement, invitation to bid documents, attendance at pre-bid meeting (if required), addendum preparation and review of bids to present recommendation of award to City.
4. DEI will prepare and submit to NRCS a Quality Assurance Plan (QAP).
5. DEI will provide construction inspection and accurately document all contractor operations.
6. DEI will certify trucks by accurately recording the truck volumes prior to job commencement.
7. DEI will provide truck placards.
8. DEI will maintain a database of all contract quantities and provide a daily report to the City for review. Database will record truck load ticket information.
9. DEI will provide staff as necessary to adequately monitor all debris removal activities.
10. DEI will provide certification that the project was installed in accordance with the plans and specifications.

**Exclusions:**

Services not included in this proposal are as follows:

1. Permit application fees.
2. Boundary surveys
3. Rights-of-Entry
4. Wetland permitting
5. As-Built Surveys

DEI proposes to provide the services described above for a 7.5% of the total construction up to \$21,862.50 per the City's agreement with USDA NRCS.

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.693.2181.

Jim Anderson  
October 29, 2020

Sincerely,



Josh Baxley, P.E.  
Branch Manager

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSE AND INDEMNIFICATION AGREEMENT  
AND WAIVER OF CLAIMS**

**THIS LICENSE AND INDEMNIFICATION AGREEMENT AND WAIVER OF CLAIMS** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **THE ST. JOE COMPANY**, a Florida corporation whose address is 130 Richard Jackson Blvd., Ste. 200, Panama City Beach, Florida 32407 (“Owner”), and **CITY OF PORT ST. JOE**, a municipal corporation, whose address is 305 Cecil G. Costin Sr. Boulevard, Port St. Joe, Florida 32456 (“Licensee”).

WHEREAS, Owner owns that certain property consisting of approximately one half acre in Port St. Joe, Gulf County, Florida (the “Property”), as outlined on **Exhibit A**; and

WHEREAS, Licensee desires to enter the Property for the purpose of conducting gardening activities (the “Activities”); and

WHEREAS, Licensee has requested that Owner allow Licensee the right to enter the Property; and

WHEREAS, Owner is willing to grant Licensee a non-exclusive, revocable right to enter upon the Property in connection with the Activities; and

WHEREAS, Licensee acknowledges and appreciates the risks of coming on the Property;

NOW, THEREFORE, in consideration of Owner’s granting such License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee hereby agrees to the following:

1. Grant of License. Owner hereby grants Licensee and its employees, agents, subcontractors, and all persons under Licensee’s direct supervision and control, as well as any other person on the Property at the direction or because of Licensee, whether invited or uninvited (collectively, the “Invitees”) a revocable License to enter the Property during the Term solely for the purposes set forth in Paragraph 4 below.

2. Term. The term of the license granted hereunder shall commence upon the day and year written above through December 31, 2022 (“Term”). Licensee shall only be allowed access to the Property between the hours of 7:00 AM and 6:00 PM daily during the Term. Licensee understands and agrees that Licensor may terminate this Agreement at any time and for no reason at all.

3. Fee. Licensee acknowledges that Owner is providing the use of the Property free of charge to Licensee, subject to the terms and conditions set forth herein.

4. Due Care; Permitted Uses. The Property may be used by the Licensee and the Invitees solely for the purposes of growing, harvesting and maintaining a community garden to include edible fruits, vegetables and herbs. Licensee shall not be permitted to plant trees or ornamental plants of any type.

5. Assumption of Risk. Licensee acknowledges that Owner shall not be responsible for the personal safety of the Invitees or any persons on or about the Property, or for any damage to or theft of vehicles or the contents thereof, located on or about the Property, and Licensee shall advise the Invitees that their use of the Property is at their own risk. In particular, Licensee acknowledges that Licensor shall not be responsible for any personal injury, loss or damage to personal property resulting from any Invitees entering on or about the Property or the areas adjacent thereto.

6. Maintenance. Licensee shall repair all damage to the Property that occurs in connection with the Licensee's use of the Property, and shall restore the Property to substantially the condition that existed as of the commencement of the Term, including removal of all trash and debris.

7. Release and Indemnity. Licensee indemnifies and agrees to defend and hold harmless Owner, its subsidiaries, affiliates, agents, lender, any ground lessor, and each of their employees, agents, officers and directors (collectively, the "Indemnified Parties"), from and against any actions, lawsuits, claims, demands, fines, losses, liabilities, assertions of liability, judgments, attorney's fees, costs and expenses whatsoever which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature, whatsoever of Licensee and/or the Invitees, including but not limited to claims for bodily injury or death of any person, claims for loss or damage to property and any claims arising out of any events surrounding or concerning the Licensee's use of the Property, whether in law or in equity and whether brought against the Indemnified Parties now or in the future.

Licensee, on behalf of itself and the Invitees, hereby releases, acquits and forever discharges the Indemnified Parties of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature (including legal expenses) which Licensee and the Invitees now have or may ever have against the Indemnified Parties on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by Licensee and the Invitees or the property of Licensee and the Invitees occurring on, at or about the Activities or the Property, and all parking facilities, parking structures, parking areas, driveways, walkways, roads and appurtenant facilities adjacent to the Property, resulting from any events surrounding or concerning the Activities, and for such time before and thereafter as Licensee and the Invitees are setting up, preparing for, or cleaning up the Property before or after the Activities.

8. Insurance. Licensee will throughout the Term carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Property, in the amounts specified and in the form hereinafter provided for:

a. Commercial General Liability Insurance. Commercial general liability insurance covering claims arising from bodily injury and property damage with a minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Property or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be

limited to, host liability coverage and other contractual liabilities of the Licensee arising from the Activities and this Agreement.

b. Certificate of Insurance. A certificate of insurance naming Owner and its subsidiaries and affiliates as additional insured in connection with its general liability is attached and incorporated hereto as **Exhibit B**.

9. Assignment. Licensee may not assign this License in whole or in part, without the prior written approval of Owner, which approval may be withheld in Owner's sole and absolute discretion.

10. Authority. Licensee represents that it has the full right, power and authority to enter into this Agreement on behalf of Licensee and the Invitees.

11. Recording. This License shall not be recorded in the public records.

12. Attorneys' Fees. In the event either party institutes legal action under this License, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and court costs for pre-trial preparation, trial and appeal.

13. Waiver. No failure of Owner to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies of Owner as contained in this License and as permitted by law or equity shall be cumulative.

14. Notices. Any notice which either party may be or is required to give may be by personal delivery or by mail, postage prepaid, to Licensee or to Owner at the addresses first above written, or to such other place(s) as either party may inform the other in writing.

15. Time. TIME IS OF THE ESSENCE with respect to Licensee's obligation to timely and faithfully perform all of Licensee's obligations under this License.

16. Miscellaneous. In the event any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not affect any other provision of this License, but this License shall be construed as if such invalid, illegal, unconscionable, or unenforceable provision had never been contained herein.

17. Authority; Binding Effect. The person signing this License on behalf of Licensee represents and warrants that this License has been duly authorized by Licensee and constitutes the valid and binding obligation of Licensee, and that the obligations of Licensee hereunder are binding upon its Invitees.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement as of the day and year first above written.

Signed in the presence of:

**THE ST. JOE COMPANY**, a Florida corporation

\_\_\_\_\_  
(Print Name): \_\_\_\_\_

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
(Print Name): \_\_\_\_\_

\_\_\_\_\_  
Its:

**CITY OF PORT ST. JOE**, a municipal corporation

\_\_\_\_\_  
(Print Name): \_\_\_\_\_

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
(Print Name): \_\_\_\_\_

\_\_\_\_\_  
Its:



EXHIBIT A

Exhibit A




**DISCLAIMER**  
© 2019 The St. Joe Company, "JOE," and the "Taking Flight" design are service marks of The St. Joe Company. The information shown, attached or combined herein is not intended to be guaranteed, is subject to errors, omissions and changes without notice and should be independently verified. Access to this property is prohibited without the express consent of The St. Joe Company or its agent. Joe makes no representation, warranty or guarantee as to any particular use or development allowed on any particular property. All properties are subject to federal, state and local governmental rules and regulations governing land use, permitting, building and zoning requirements and applicable restrictions. Photography shown may be of locations or activities not on the property. The contents of drawings are confidential and shall not be divulged to any other party except as agreed to by The St. Joe Company. Void where prohibited by law. Equal Housing Opportunity.

**Community Garden Site**

Port St. Joe  
Gulf County, Florida

**Legend**

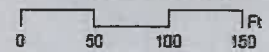
 Site Boundary



FDOT Imagery - 2016

St. Joe Company GIS - CWP - 7/15/2019

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N202957 GardenLife License, 8766 Walnut



**EXHIBIT B**

Certificate of Insurance