

MEMORANDUM

TO: Robert J. Bradshaw, City Manager

FROM: Robert V. Schwerer, City Attorney

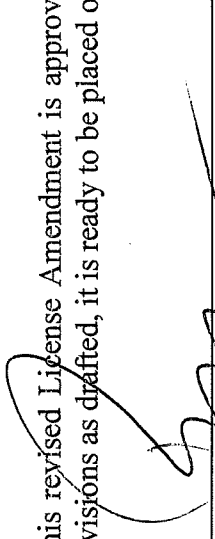
SUBJECT: Treasure Coast Youth Sailing Foundation
Revision to Amendment of License Agreement

DATE: July 15, 2013

Attached for your review and comment is a revised draft of the License Amendment concerning the use of Pavilion #2 at Jaycee Park, with revisions per staff's latest discussions with the Treasure Coast Youth Sailing Foundation (TCYSF). For your ease of reference, this draft varies from the previous version in the following respects:

1. TCYSF has requested that their renewal term commence in 2013 so that they will at least have a five (5) year agreement going forward for the new Pavilion #2 area. A commencement date for this five (5) year renewal term is now specified to be August 1, 2013.
2. There has been added to the Exhibit "A" the Conceptual Plan for Pavilion #2 provided by TCYSF.

This revised License Amendment is approved as to form by legal. If you approve the revisions as drafted, it is ready to be placed on the Commission agenda at your discretion.


Robert V. Schwerer, Esq.
City Attorney

/mlp
Attachment

c: Fort Pierce Mayor and Commissioners
Nicholas Mimmis, Deputy City Manager
Cassandra Steele, City Clerk
John R. Andrews, City Engineer
Mike Reals, Manager, Public Works

**AMENDMENT TO REVOCABLE LICENSE FOR LAND USE
TREASURE COAST YOUTH SAILING**

THIS AGREEMENT made and entered this 5th day of August, 2013, by and between **CITY OF FORT PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.**, a Florida nonprofit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** and **FOUNDATION** entered into a Revocable License for Land Use Agreement dated April 6, 2006 ("License Agreement") to allow for operation of a public youth sailing program within a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, the **FOUNDATION** has requested permission of **CITY** to expand the described licensed area, as provided in "Description of Premises"; and

WHEREAS, the **FOUNDATION** has further requested the **CITY** extend the renewal term of the License for a period of five (5) years commencing August 1, 2013.

THEREFORE, the **CITY** and **FOUNDATION** agree to amend the 2006 License Agreement, as follows:

1. DESCRIPTION OF PREMISES

Section 1 of the Revocable License Agreement, Description of Premises is expanded to include Pavilion # 2 of Jaycee Park, and a five (5) foot perimeter immediately around and adjacent to said Pavilion, as identified in the diagram and map attached hereto as Composite Exhibit "A", which also includes a Conceptual Plan, for the purpose of expanding its boat storage area for the Foundation's youth sailing program.

2. CONDITONS ON USE

This revocable license agreement shall extend only to the referenced Pavilion and the five (5) foot perimeter and shall not extend to construction and/or installation of any additional structures or utilities. All construction shall be in accordance with all required permits, codes, ordinances, and statutes.

3. TERMINATION

The final sentence of Section 9 of the Revocable License Agreement, Termination is amended to read as follows: "The CITY may only terminate without cause upon one hundred twenty (120) days written notice."

4. RENEWAL TERM

The Revocable License Agreement term under Section 4 thereof is hereby extended to a term of five (5) years to commence on August 1, 2013 and terminate on July 31, 2018, unless terminated earlier as provided therein.


With the exception of these additions and amendments all other terms and conditions of the Revocable License Agreement shall remain the same, except as previously amended.

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


ATTEST:


Cassandra Steele, City Clerk

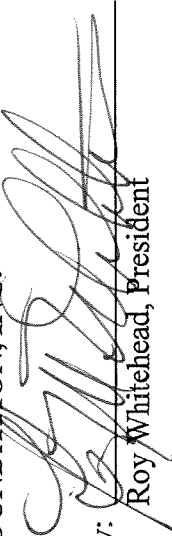
CITY OF FORT PIERCE



Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS


Robert V. Schwere, Esq.
City Attorney

TREASURE COAST YOUTH SAILING
FOUNDATION, INC.

By: 
Roy Whitehead, President


Witness; Signature

ALISON MARTIN
Witness; Print Name


Witness; Signature

Jeanette Conlon
Witness; Signature



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING

TREASURE COAST YOUTH SAILING FOUNDATION
(JAYCEE PARK)

DATE: 8/14/18
SCALE: 1" = 100'
DRAWN:

No.	DATE	BY

REVISIONS

1 OF 1
SHEET

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COMPOSITE
EXHIBIT
"A"

tabbles



SOUTH OCEAN DRIVE

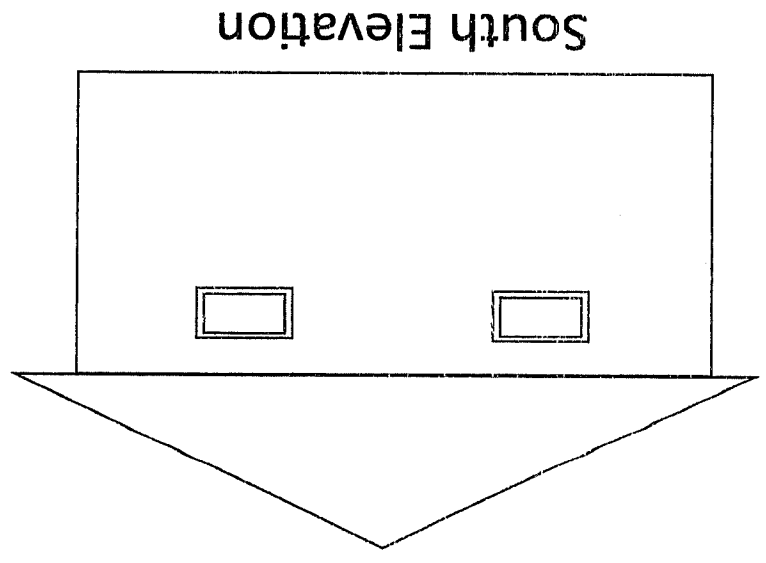
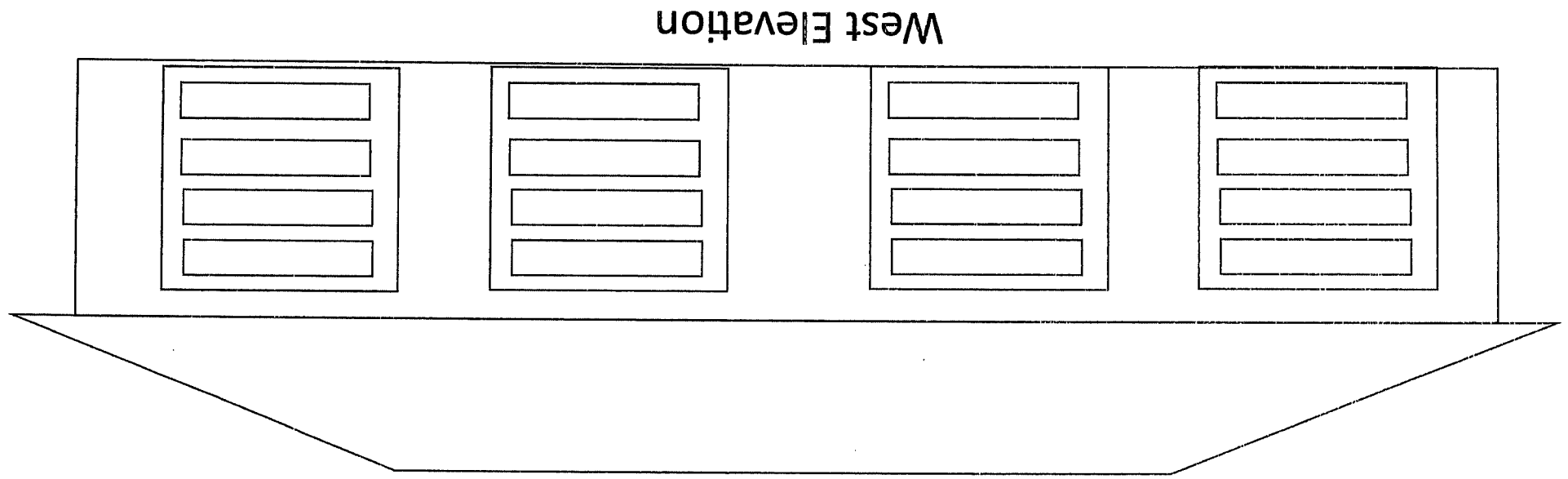
BAY SHORE DRIVE

MELALEUCA DRIVE

PELICAN DRIVE

A-1-A

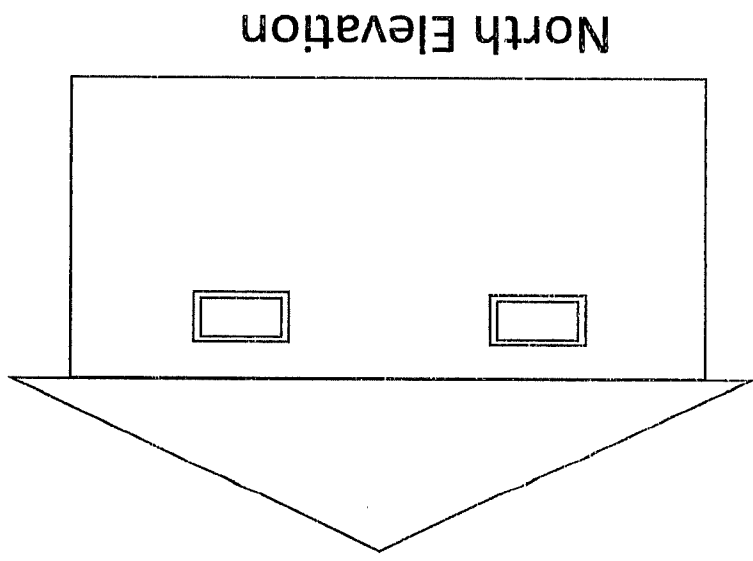
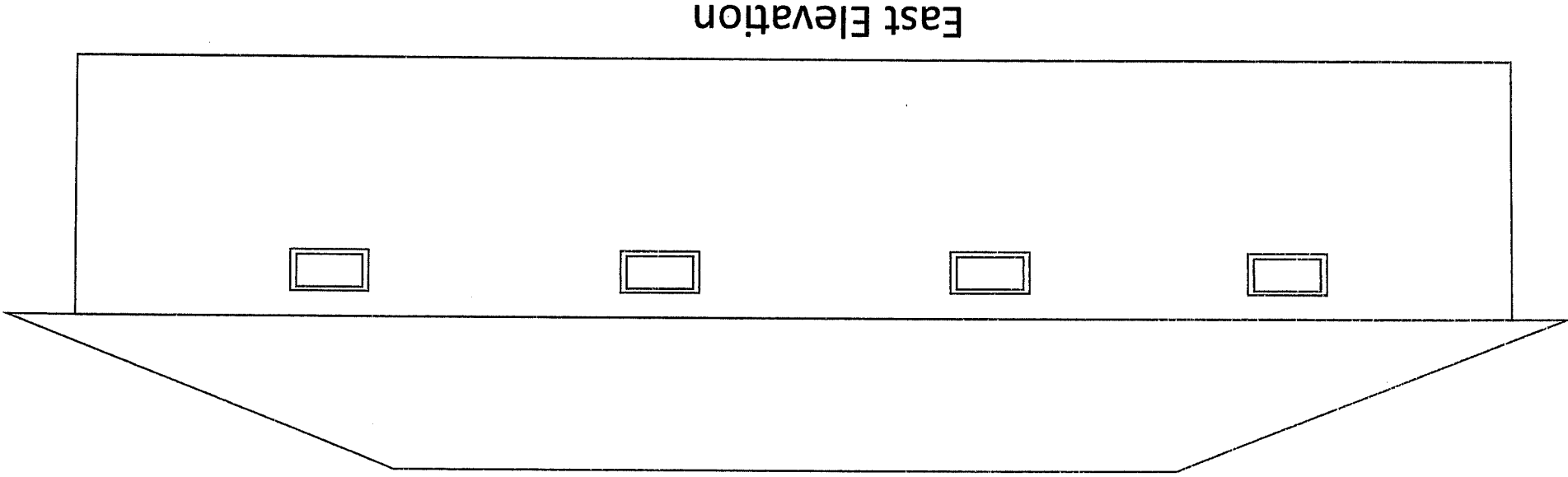
**Pavilion #2 — Jaycee Park
Conceptual plan only**



Note:
These sketches are conceptual only and may not be to scale. They are intended to show the contemplated changes to the structure as it is being readied for use by the Treasure Coast Youth Sailing Foundation, Inc. Final specifications, textures, and colors will be submitted to the Fort Pierce Public Works Department for approval prior to start of construction.

6/26/13

**Pavilion #2 — Jaycee Park
Conceptual plan only**

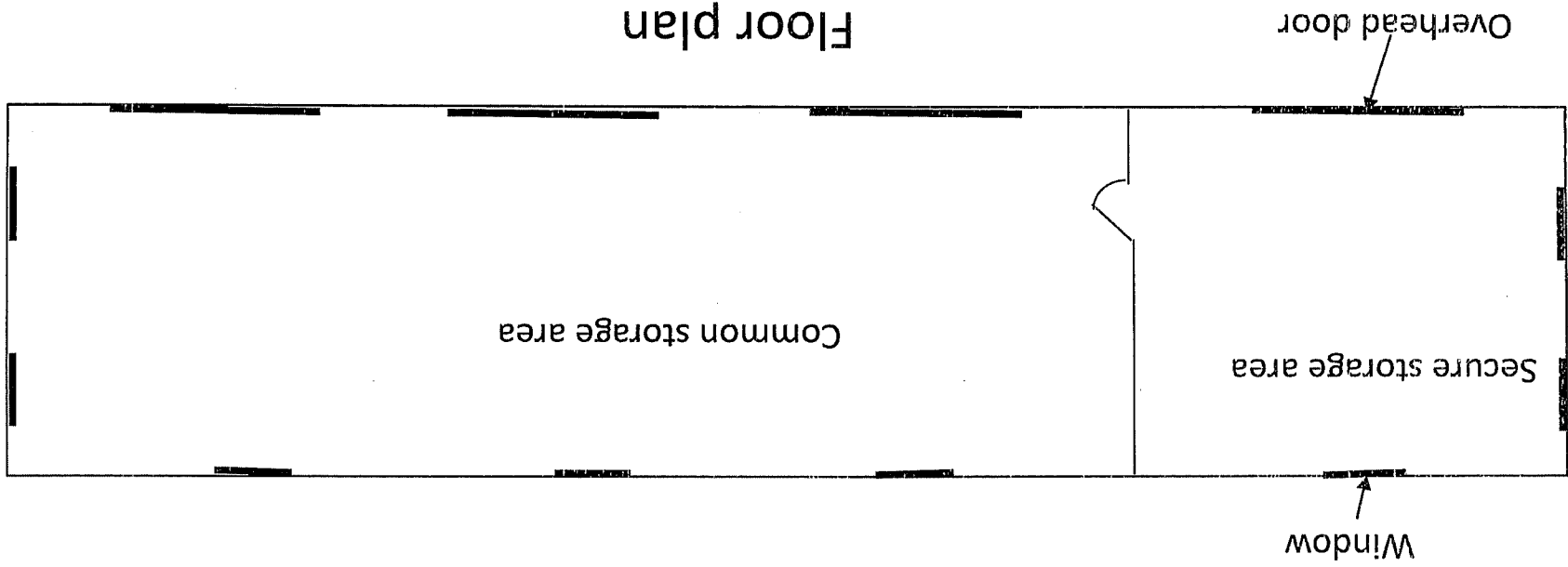


Note:
These sketches are conceptual only and may not be to scale. They are intended to show the contemplated changes to the structure as it is being readied for use by the Treasure Coast Youth Sailing Foundation, Inc. Final specifications, textures, and colors will be submitted to the Fort Pierce Public Works Department for approval prior to start of construction.

6/26/13

**Pavilion #2 — Jaycee Park
Conceptual plan only**

Page 3



Floor plan

Note:
These sketches are conceptual only and are not necessarily to scale. They are intended to show the contemplated changes to the structure as it is being readied for use by the Treasure Coast Youth Sailing Foundation, Inc. Final specifications, textures, and colors will be submitted to the Fort Pierce Public Works Department for approval prior to start of construction.

6/27/13



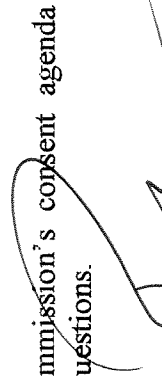
CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Cassandra Steele, City Clerk
FROM: Robert V. Schwerer, Esq., City Attorney
SUBJECT: Revocable License Extension - Youth Sailing Foundation (Jaycee Park)
DATE: February 8, 2011

Attached is the Extension Agreement for the 2006 Revocable License Agreement between the City and the Youth Sailing Foundation extending the license for the agreed to 5 year term. The only other change to the license is an update to the proof of insurance, as recommended by the City's insurance consultant. The five (5) year term of the license extension itself was approved in October.

This agreement should be placed in the Commission's consent agenda at the next available meeting. Please contact me if you have any questions.



Robert V. Schwerer, Esq.
City Attorney

RVS/ke

cc: Fort Pierce Mayor & Commissioners
David L. Recor, City Manager
John R. Andrews, City Engineer
Nick Mimms, Director of Public Works
Sheritta Johnson, Risk Manager
Bill Thiess, FPUA Director

**EXTENSION
REVOCABLE LICENSE FOR LAND USE
TREASURE COAST YOUTH SAILING FOUNDATION**

THIS AGREEMENT, made and entered this 31st day of March, 2011, by and between **CITY OF FT. PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.**, a Florida non profit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** and the **FOUNDATION** entered into a Revocable License Agreement for a five (5) year term in April 2006; and

WHEREAS, the **FOUNDATION** wishes to extend and renew the term of said license and continue to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida

THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. TERM

The first two paragraphs of Section 4 of the Revocable License Agreement is hereby amended to provide as follows:

This License renewal shall be for a five (5) year term and commence on April 1, 2011 and terminate on March 31, 2016.

Upon written request of **FOUNDATION**, at least 6 months prior to expiration, **CITY** will consider extension of the term

2. INSURANCE

The second paragraph of Section 8 d. of the Revocable License Agreement is hereby amended to provide as follows:

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide **CITY** with thirty (30) days notice of cancellation and/or restriction.

The first sentence of the third paragraph of Section 8 d. is hereby amended to provide as follows:

As evidence of compliance with the insurance required herein, **FOUNDATION** shall furnish **CITY** with one of the following forms of acceptable evidence of insurance:

- (a) (1) a fully completed satisfactory Certificate of Insurance evidencing all coverage required; **and**
- (2) a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY and CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage; **and**
- (3) A copy of the actual endorsement for each required policy which provides that CITY will be given no less than thirty (30) days advance written notice of any cancellation of the policy(ies), signed by an authorized representative of the insurer(s);
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to CITY.

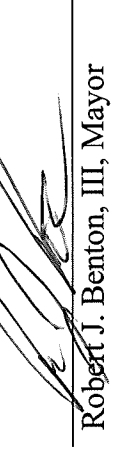
With the exception of these additions and amendments all other terms of the Revocable License Agreement shall remain the same.

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

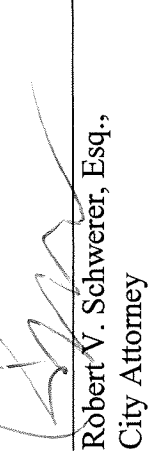
ATTEST:

BY: 
Cassandra Steele, City Clerk

CITY OF FORT PIERCE

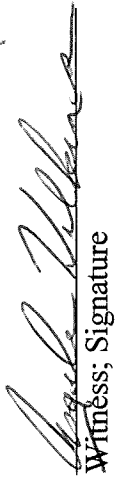

Robert J. Benton, III, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

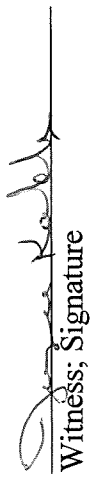

Robert V. Schwere, Esq.,
City Attorney

**TREASURE COAST YOUTH
SAILING FOUNDATION**

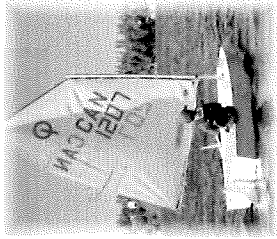
BY: 
Roy Whitehead, President


Witness; Signature

Angela Wilkinson
Witness; Print Name


Witness; Signature

Joyce Kobbé
Witness; Print Name



**TREASURE COAST YOUTH
SAILING FOUNDATION, INC.**
P.O. BOX 3108
FORT PIERCE, FL 34948-3108

RECEIVED

TIME _____

April 5, 2006

APR 05 2006

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

Mr. Dennis Beach, City Manager
City Hall
100 North US #1
Fort Pierce, FL 34954

Subject: Revocable License for Land Use

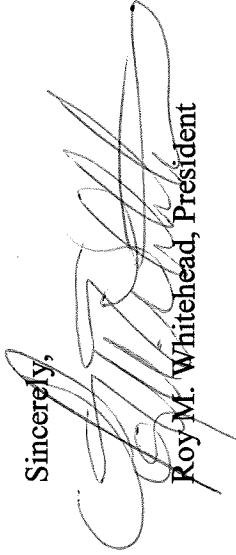
Dear Mr. Beach:

Enclosed are two executed and witnessed copies of the subject license and attached Exhibit "A".

When executed by the appropriate city officials, I would prefer to pick up the Foundation's copy at your office rather than having it mailed. If acceptable, please call me at 772-332-1732, when ready.

Thanks again for your help in concluding this agreement.

Sincerely,



Roy M. Whitehead, President

File

Phone 772-462-0230

**REVOCABLE LICENSE FOR LAND USE
TREASURE COAST SAILING**

THIS AGREEMENT, made and entered this 6th day of April, 2006, by and between **CITY OF FT. PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.**, a Florida non profit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

WHEREAS, the **CITY** owns a public park located on South Hutchinson Island known as "Jaycee Park"; and

WHEREAS, the **FOUNDATION** wishes to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida

THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The **CITY** agrees to grant the Treasure Coast Youth Sailing Foundation, Inc. (**FOUNDATION**), a revocable license to use a 24 feet by 24 feet square of land, located at Jaycee Park, a City owned public park, as identified in the diagram and map attached hereto as Exhibit "A", for the purpose of building and installing an enclosed boat storage unit for the **FOUNDATION'S** youth sailing program. This revocable license shall extend only to the above-referenced 24 foot by 24 foot area for the enclosed boat storage unit and shall not extend to the construction and/or installation of any additional structures or utilities.

2. PURPOSE/USE OF PREMISES

The sole purpose of this revocable license is to grant the **FOUNDATION** permission to build and install a single enclosed storage building on the **CITY'S** property.

FOUNDATION shall not erect any additional structures on the premises other than as provided in this Agreement and shall not utilize the structure for any other purpose except as stated herein.

The boat storage structure shall be constructed in accordance with all applicable building codes and permitting regulations of the State and City and shall be maintained solely at the expense of the **FOUNDATION**. The **FOUNDATION** shall build and install the boat storage structure in accordance with Standard Specifications for Public Works Construction in the City of Ft. Pierce, Florida.

FOUNDATION shall not occupy or use the premises in any manner that interferes with the public use of the park. The premises shall not be used for any other purpose whatsoever without written consent of the **CITY**. **FOUNDATION** covenants that it will not, without written consent of the **CITY**, permit the premises to be used or occupied by any person, firm, entity or corporation other than **FOUNDATION** and its agents and invitees. **FOUNDATION** further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted and nothing shall be kept, in or about said premises which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. **FOUNDATION** shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

3. ASSIGNMENT

This revocable license shall not be assigned without express prior written approval from CITY.

4. TERM

This license shall be for an initial term of five (5) years and commence on April 1, 2006 and terminate on March 31, 2011, unless terminated earlier as provided herein.

Upon written requests of FOUNDATION, at least 6 months prior to expiration, CITY will consider extension of the term.

At the end of the term, the expiration of this revocable license, the revocation of this revocable license, or upon the abandonment of the boat storage structure, whichever occurs first, the FOUNDATION shall be responsible for the removal of the boat storage structure unless CITY elects to retain the structure.

5. ACCESS

During any event or special event, for which the FOUNDATION has obtained the required city permits, the FOUNDATION may use the CITY'S gated access road running along the northern edge of the park, from South AIA to the premises, for the purpose of boat delivery and drop off only. Access shall at all times be subject to the supervision and approval by the Public Works Department. The FOUNDATION agrees it shall not use the access road for parking vehicles at any time. FOUNDATION shall not park any vehicles on or about the premises covered under this revocable license. For all other purposes access and parking shall be via the paved parking lot for Jaycee Park.

6. NOTICES

All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, address to:

As to City:

CITY MANAGER
P.O. Box 1480
Fort Pierce, Florida
City of Fort Pierce, 34954

As to Foundation:

ROY WHITEHEAD
700 Indian River Drive
Fort Pierce, FL 34949

With copies to:

CITY ATTORNEY
City of Fort Pierce
Post Office Box 1480
Fort Pierce, FL 34954

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

7. INDEMNIFICATION

As consideration for the CITY granting FOUNDATION this revocable license, and to the extent allowed by law, the FOUNDATION agrees to indemnify and hold the CITY, its officers and employees, agents, and servants harmless from and against all claims, liability, demands, damages, expenses, fees, fines penalties, suits, proceedings, actions and costs of actions, including reasonable attorneys fees of any kind or nature in any way arising from, related to, or in any way connected with the use, occupation, management, or control of the above property by FOUNDATION or its' agents, servants, employees, patrons, or invitees, or resulting in injury to persons or property, or loss of life or property of any kind or nature whatsoever, sustained during FOUNDATION'S use of the property.

8. INSURANCE

Without limiting any of the other obligations or liabilities of FOUNDATION, FOUNDATION shall provide, pay for and maintain in force the insurance coverages set forth in this section during the term of this Revocable License Agreement.

a. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. FPRA shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

b. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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c. Watercraft Liability

FOUNDATION shall purchase and maintain, insurance which shall, at a minimum, cover the FOUNDATION for injuries or damage arising out of the use of watercraft. Such insurance shall include the CITY as an additional insured.

The minimum limits applicable to watercraft liability, inclusive of amounts provided by any excess policy, shall be:

\$1,000,000	Each Occurrence/Annual Aggregate
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This watercraft liability coverage may be provided as part of the Commercial General Liability insurance required herein either by endorsement or by elimination of the watercraft liability exclusion.

d. CITY shall be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of FOUNDATION, acts or omissions of CITY in connection with general supervision of such operation, and the ownership, maintenance or use of the licensed premises, and with respect to liability arising out of the negligent use of the access road.

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide CITY with sixty (60) days notice of cancellation and/or restriction.

FOUNDATION shall provide to CITY a certified copy of all insurance policies required hereunder showing that the CITY, has been named as additional insureds under such policies or, in the alternative, a certificate evidencing that the required additional endorsements have been obtained under such policies, immediately upon execution of this Revocable License Agreement by both parties to same. The insurance coverage required hereunder shall apply on a primary basis to any other insurance maintained by the CITY, its officers, servants, agents and employees. Except with respect to the total limits of liability, the insurance coverages provided shall apply to each insured in the same manner as if separate policies had been issued to each.

9. TERMINATION

This Revocable License Agreement may be canceled with or without cause at any time during the term hereof by either party upon written notice to the other of its desire to terminate this revocable license. It is expressly understood by the parties that FOUNDATION is receiving from CITY a revocable license which may be terminated at any time by CITY. During the initial license term the CITY may only terminate for cause upon sixty (60) days written notice.

10. MAINTENANCE AND REPAIR OF LICENSED PREMISES

It shall be the responsibility of FOUNDATION to keep the licensed premises clean, safe, sanitary and free from trash and debris. The upkeep and maintenance of all areas herein licensed by CITY to LICENSEE shall be borne by FOUNDATION, and FOUNDATION agrees to maintain the licensed premises in accordance with the terms and conditions of this revocable license and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. AMENDMENTS

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION

FOUNDATION shall peaceably surrender and deliver the licensed premises to the CITY, or its agents, immediately upon expiration of the revocable license term; or after ten (10) days written notice from the CITY upon termination of the revocable license for any other reason.

FOUNDATION further agrees that it will leave the licensed premises in the condition existing at the commencement of this revocable license, all alterations, adjustments, partitions,

additions or improvements excepted and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this revocable license.

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

ATTEST:

BY: Cassandra Steele
Cassandra Steele, City Clerk

CITY OF FT. PIERCE

Robert J. Benton, III
Robert J. Benton, III, Mayor

**APPROVED AS TO FORM
AND CORRECTNESS:**

Robert V. Schwere
Robert V. Schwere, Esquire
City Attorney

**TREASURE COAST YOUTH
SAILING FOUNDATION, INC.**

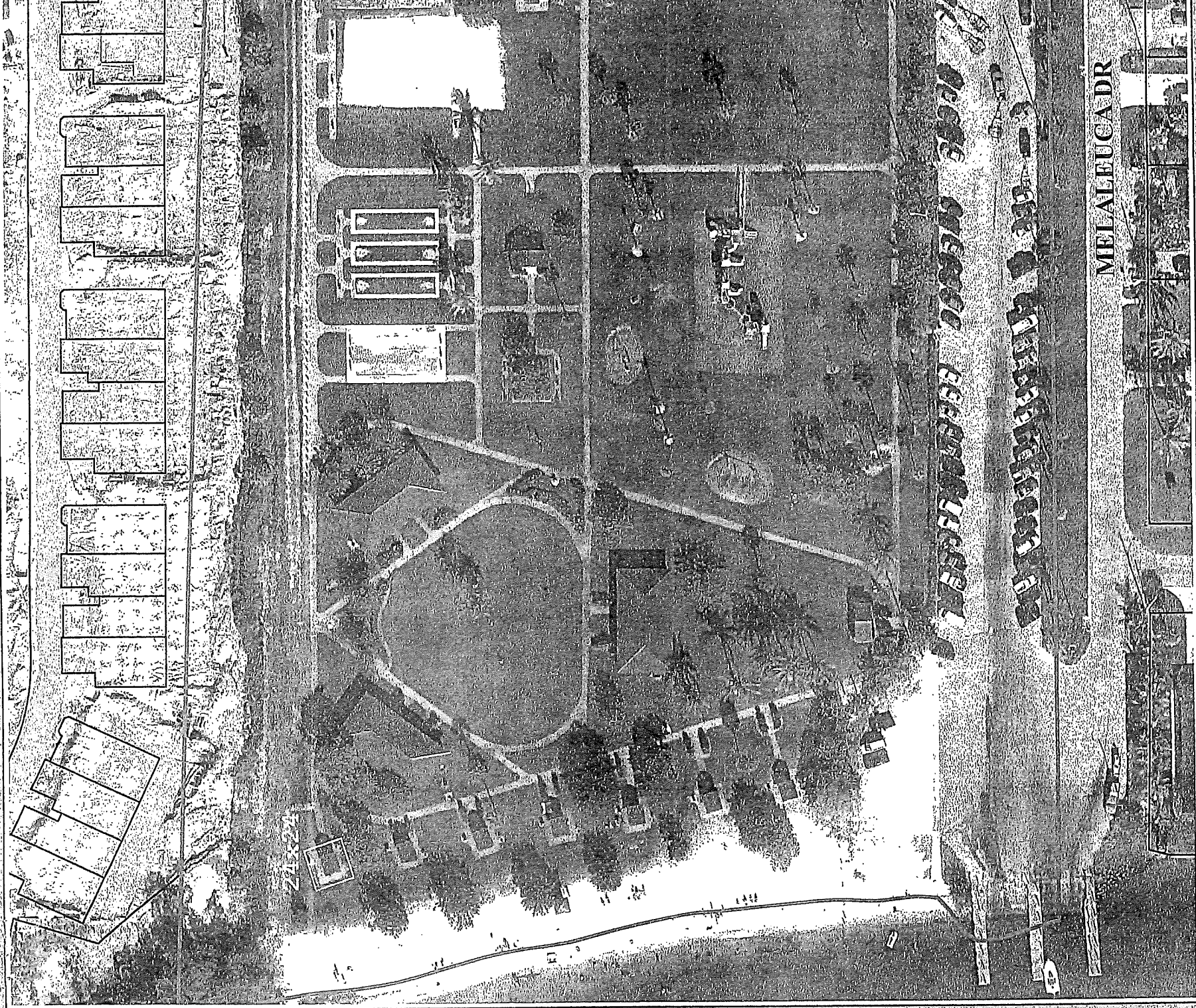
By: Roy Whitehead
Roy Whitehead, President

Jennifer D. Robinson
Witness; Signature

JENNIFER D ROBINSON
Witness; Print Name

Ashley Barton
Witness; Signature

ASHLEY BARTON
Witness; Print Name

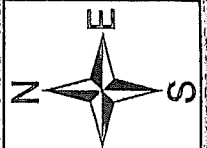
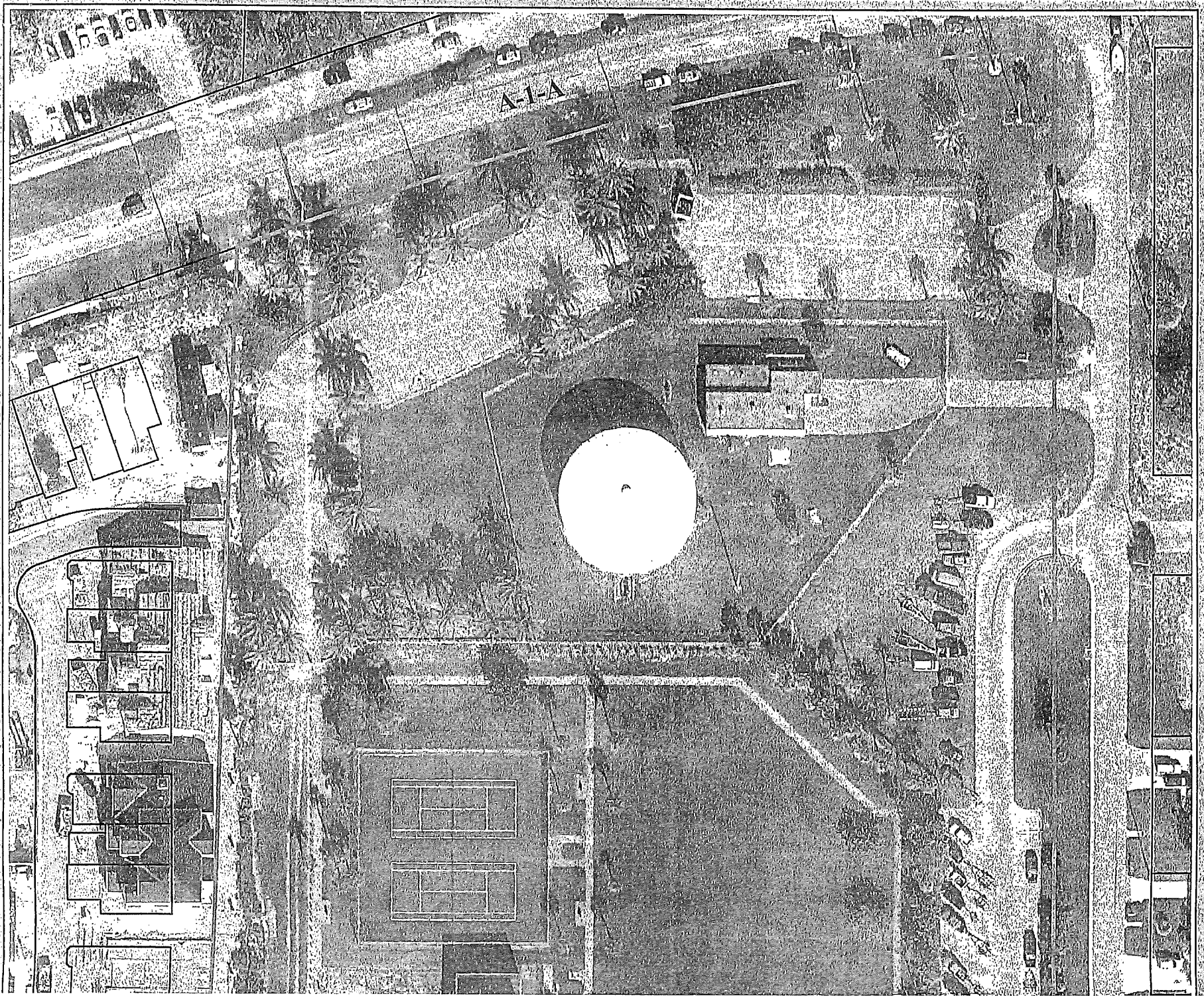


This map is a conceptual tool utilized for project only. Though the information provided by accepted to be accurate for the city's administrative purposes, it is not to be used for technical purposes, including but not limited to software information, including but not limited to software records request is provided "AS IS" without warranty of any kind. Any information provided by this map for purposes other than reference must be confirmed by field survey. Aerial photo taken May 2004.

EXHIBIT
"A"

Tables

J



ICEE PARK

Mar 06, 06 W
1" equals 80'