

TAB 10



City of Palmetto Agenda Item

Meeting Date

6/7/10

Presenter: Allen Tusing

Department: Public Works

Title:
Allen Tusing

In scheduling the 4th of July Festival the following documents are needed to secure the surrounding properties for use during the Festival.

Attachemnet I: Hold Harmless and indemnification Agreement for the use of Property at 834 Riverside Dr for the 2010 4th of July Festival with Super Bancorp. Requesting Approval by Commission for Mayor's signature.

Attachemnet II: Hold Harmless and indemnification Agreement for the use of Property for parking at the Manatee County Fair Grounds for the 2010 4th of July Festival with the Manatee County Fair Board. Requesting Approval by Commission for Mayor's signature.

Attachment III: License Agreement with Circle K Stores Inc. for the use of property at 301 8th Ave for the 2010 4th of July Festival.

Budgeted Amount: \$0.00 **Budget Page No(s):** **Available Amount:** **Expenditure Amount:** \$0.00

Additional Budgetary Information: N/A

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Move to review and approve the Mayor to execute the Hold Harmless with Super Bancorp, Hold Harmless with the Manatee County Fair Board & License agreement with Circle K Stores.

Staff Contact: Allen Tusing

Attachments: 3

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The City of Palmetto, hereinafter referred to as "Permittee", hereby agrees and promises to indemnify and hold-harmless, Manatee River Fair Association and Manatee County, and the officers, agents, and servants or employees of Manatee River Fair Association and Manatee County, from and against any and all liability, claims, demands, damages, expenses (including attorney's fees), fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use of the Manatee County Fairgrounds owned by Manatee River Fair Association and Manatee County, or arising out of or in any way connected with any act or omission of Manatee River Fair Grounds and Manatee County, whether on, in or about aforesaid Palmetto's July 4th Celebration - 2010 or resulting from injury to person or property, or loss of life or property of any kind or nature whatsoever sustained during the use, occupancy, maintenance, or control of aforesaid fairgrounds for parking of festival participants by Permittee while or during any time period when Manatee River Fair Association and Manatee County is allowing permittee to use the aforesaid fairgrounds which is the consideration for the promises and covenants herein made and agreed to by Permittee.

Notwithstanding the foregoing, the Permittee's obligations pursuant to this provision shall be only to the extent permitted by Florida law and nothing contained herein shall constitute or be construed as a waiver or limitation of sovereign immunity or a waiver of any limitation of liability provided by law beyond such waiver provided in s. 768.28, Florida Statutes.

Dated this _____ day of _____, 2010.

CITY OF PALMETTO, PERMITTEE

Shirley Groover Bryant, Mayor

WITNESSES:

DEPARTMENT HEAD SIGNATURE
Manatee River Fair Association

DEPARTMENT HEAD SIGNATURE
Manatee County

WITNESSES:

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The City of Palmetto, hereinafter referred to as "Permittee", hereby agrees and promises to indemnify and hold-harmless, Superior Bancorp, and the officers, agents, and servants or employees of Superior Bank, from and against any and all liability, claims, demands, damages, expenses (including attorney's fees), fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising or growing out of or in any way connected with the use of 325 8th Avenue West (PID# 3113800059), 320 9th Avenue West (PID# 3115000006), 834 Riverside Drive (PID#3117300008) Palmetto, Florida or arising out of or in any way connected with any act or omission of Superior Bancorp whether on, in or about aforesaid Palmetto's July 4th Celebration - 2010 or resulting from injury to person or property, or loss of life or property of any kind or nature whatsoever sustained during the use, occupancy, maintenance, or control of aforesaid properties for the Kids Fun Fair of festival participants by permittee while or during any time period when Superior Bank is allowing permittee to use the aforesaid properties which is the consideration for the promises and covenants herein made and agreed to by Permittee.

Notwithstanding the foregoing, the Permittee's obligations pursuant to this provision shall be only to the extent permitted by Florida law and nothing contained herein shall constitute or be construed as a waiver or limitation of sovereign immunity or a waiver of any limitation of liability provided by law beyond such waiver provided in s. 768.28, Florida Statutes.

Dated this _____ day of _____, 2010.

CITY OF PALMETTO, PERMITTEE

Shirley Groover Bryant, Mayor

WITNESSES:

DEPARTMENT HEAD SIGNATURE
Superior Bank

DEPARTMENT HEAD SIGNATURE
Superior Bank

WITNESSES:

LICENSE AGREEMENT

Site No. 2211025
301 Eighth Ave W.
Palmetto, FL 34221

CIRCLE K STORES INC., located at 12911 N Telecom Parkway, Tampa, FL 33637 ("Licensor") and Palmetto Public Works, located at 600 17th St. W, Palmetto, Fl 34221 ("Licensee"), hereby agree as follows:

1. Premises; Purpose. Licensor is the owner or tenant of real property located at 301 Eighth Ave W, Palmetto, FL 34221 (the "Property"). Licensee is seeking the Licensor's consent to use a portion of the Property for the purpose of operating Fourth of July City Event in parking lot only. No building access allowed.
2. Grant of License. Licensor hereby grants to Licensee a license (the "License") to use a portion of the Property's parking lot consisting of approximately _____ square feet, as shown on the attached Exhibit A (the "Licensed Site") solely for the purposes set forth above. Licensee may not use the Property for any other purpose, may not create a nuisance on the Property and shall not claim any interest in the Property except as expressly granted herein. This grant of License includes a non-exclusive grant of ingress and egress across other paved areas of the Property.
3. Term; Rent. The term of this License shall be for one (1) day, commencing July 4, 2010 and expiring July 5, 2010. Licensee shall clean up premises including; mowing the lawn, cleaning any debris and/ or trash before and after the event on the property.
4. Utilities. [INTENTIONALLY OMITTED].
5. Termination; Restoration. This License Agreement may be terminated by either party upon thirty (30) days written notice, delivered by certified mail, postage prepaid, return receipt requested, to the other party at the address set forth above.
6. Licensor's Liability. Licensor will not be liable for any damage to the Licensed Site, nor for any injury or damage to any person or property arising from any cause on the Licensed Site as a result of the use of the Property by Licensee, its agents, employees, suppliers or invitees. Licensee will indemnify, defend and hold harmless Licensor against any and all loss, liability or expense arising out of any such injury or damage. Licensee shall procure and maintain at all times during the term of this License Agreement, commercial general liability insurance with minimum combined single limit coverage of One Million Dollars, naming Licensor as an additional insured thereon. Licensee shall provide Licensor with a Certificate of Insurance evidencing such coverage within ten (10) days after the execution of this Agreement. Licensee shall be solely responsible for damage or loss to its furnishings, fixtures and equipment at the Licensed Site.

7. Assignment and Subletting. Licensee may not assign this License Agreement without the prior written consent of Licensor.

8. Binding Effect and Governing Law. This License Agreement is intended to bind and benefit the parties hereto, their successors and assigns. It shall be governed by the laws of the State of Florida. The License Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be modified only in writing signed by the parties.

9. Additional Terms. N/A

Licensee:

Palmetto Public Works

By: _____
Name: _____
Title: _____

Licensor:

CIRCLE K STORES INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
DIAGRAM OF PROPERTY SHOWING LICENSED SITE