

PARKING LOT LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 21 day of August, 2025, by and between the **CITY OF MADEIRA BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "City," and **DIOCESE OF SOUTHWEST FLORIDA, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "Diocese."

WHEREAS, the City of Madeira Beach needs a parking lot to store City vehicles and equipment during declared states of emergency; and

WHEREAS, Diocese has agreed to cooperate with the City for the purpose of providing a parking lot to store City vehicles and equipment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made between the parties and agreed to be kept and in consideration of the sum set forth in this Agreement, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is the purpose of this Agreement that Diocese provide the City of Madeira Beach with a parking lot to store City vehicles and equipment during declared states of emergency. That parking lot is located at 6650 113TH Street North, Seminole, FL 33772 (hereinafter referred to as "Property"). Such state of emergency shall be of the nature as is contemplated by the provisions of Chapter 252, Florida Statutes, and this Agreement with Diocese is an exercise of a portion of the powers granted to the City pursuant to Section 252.38, F.S., and other provisions of Florida Statutes, and the ordinances of the City of Madeira Beach.

2. Diocese does hereby grant to the City a license for the use of the unimproved, paved, and grassy areas of its exterior property to store City vehicles and equipment during states of emergency as declared by the appropriate state, county or municipal officials for the City of Madeira Beach during that time of a disaster emergency. The Diocese and the Church will have access to the Property at all times.

3. The right of use of the Property shall commence upon the liaison person identified by Diocese being informed of such need and shall terminate at the conclusion of such need. While such use is being made of the said Property pursuant to the terms of this license, such use shall be available to uses of city equipment specified in the vehicle list provided by the City Manager of the City, or such other person as designated by him/her. Staff members of Diocese shall have access at all times.

4. It shall be the responsibility of Diocese and of the City to designate liaison personnel for the purpose of implementing the terms of this Agreement. The identification of such liaison personnel shall be sent to the following addresses:

If to the City:

Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

If to Diocese:

Douglas F. Scharf, President
Diocese of Southwest Florida, Inc.
8005 25th Street East
Parish, FL 34219

With a copy to:

Thomas J. Trask, Esq., City
Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

5. Upon the commencement of the state of emergency, the appropriate representative of the City shall give notice by the most practical method to the liaison person named by Diocese of the initiation of the use of the license agreement. Failure or inability to give such notice prior to commencement of use of the Property shall not constitute a breach of this Agreement and such notice shall be given to such liaison designee or other person in charge and control of the Property at the earliest practical time given the nature of such emergency. The use for which this license has been granted shall last until the termination of the condition of the state of emergency and the need for such Property by the City and for such additional time as is necessary for the City to clean up and otherwise restore the Property.

to the condition it was in prior to the use of such Property by the City arising from the City's use of the Property. Restoration of Property shall occur in a timely fashion and to Diocese's complete satisfaction. It is understood between the parties that the City is not the insurer of the Property during such use but that it is responsible for reasonable care of the Property during its time of usage and that it will be responsible only for damage to the Property occasioned by it or other persons under its control and supervision.

6. It shall be the responsibility of the City to provide to Diocese from time to time a list of the City vehicles and equipment to be stored on the Property and a list of approved City employees and the employees of other agencies and similar participants who may be using the Property during the time of a disaster emergency or during planning for such disaster emergency.

7. During the time of the state of emergency or at any other time while using the Property in accordance with the terms of this license, the City agrees to remove any tree debris from the Property should Diocese experience storm damage to its trees.

8. During the time of use of the Property the City agrees to hold harmless, assume legal liability for and defend Diocese, its officers, employees, agents, servants, successors and assigns from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs or claims for bodily injury or death of persons, and for loss of or damage to property, of every kind in nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of the City, its employees and agents, in connection with the use of the Property.

9. This Agreement constitutes the entire understanding between the parties and all oral agreements previously reached between the parties are merged herein. No modification or amendment shall be made to this Agreement except by an instrument in writing and executed with the same formalities as this Agreement.

10. This license shall continue in full force and effect for a period of one (1) year from the date hereof, said date being the date that the last of the parties signs this Agreement, and shall be automatically renewed thereafter for successive period of three (3) years, unless and until one party gives written notice to the other party not later than thirty (30) days before the expiration of this Agreement or any extensions thereof that this license Agreement is not to be extended for the forthcoming term.

11. The parties hereto are independent contractors and agree throughout the term of this Agreement and during the performance of the obligations hereunder, that each party is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the other. The parties agree that the tort limitations provided pursuant to Section 768.28, Florida Statutes, shall remain in full force and effect during the term of this license and no portion of this Agreement shall act as a waiver of the same in any regard whatsoever.

12. This Agreement is to be interpreted pursuant to the laws of the State of Florida and the venue for any litigation commenced regarding the rights and responsibilities pursuant to the terms of this Agreement between the parties shall be exclusively in Pinellas County, Florida.

[SIGNATURE PAGE TO FOLLOW]

CITY OF MADEIRA BEACH
a Florida municipal corporation

By: _____
Robin Gomez, City Manager

Dated: _____

ATTEST:

Clara VanBlargan, City Clerk

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., Esquire,
City Attorney

WITNESSES:

Beth G. Gould
Print Name: Beth G. Gould

John P. Edger
Print Name: John P. Edger

**DIOCESE OF SOUTHWEST
FLORIDA, INC.**
a Florida not-for-profit corporation

By: Michael W. Booher
Print Name: MICHAEL W. BOOHER
Title: CFO

Dated: 08/21/2025