RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA APPROVING A HOLD HARMLESS AGREEMENT BETWEEN DOUGLAS ANDERSON ("PERMITTEE") AND ST. JOHNS COUNTY (COUNTY) FOR CONSTRUCTION OF A BULKHEAD ALONG LOT 13, BLOCK 6 OF THE PELICAN REEF SUBDIVISION.

Whereas, as a condition of allowing Permittee to construct a bulkhead it is the interest of the County to require Permittee enter into a Hold Harmless Agreement with the County, to further insulate the County from any liability (administrative, legal, equitable, or otherwise) for any negligent or intentional act or omission caused or directed by Permittee, which is related to, and/or associated with the construction of the above-noted bulkhead, or its subsequent use, and maintenance; and

Whereas, the Hold Harmless Agreement ("Agreement") (attached and incorporated as exhibit "A") between Permittee and St. Johns County establishes the rights, duties and responsibilities of both the Permittee and St. Johns County with respect to the bulkhead; and

Whereas, the County has reviewed the terms, provisions, conditions and requirements of the agreement.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions and requirements of a Hold Harmless Agreement between Douglas Anderson and St. Johns County Florida associated with a bulkhead located at lot 13, block 6 of the Pelican Reef Subdivision, and authorizes the County Administrator to execute the Agreement on behalf of the County.

PASSED AND ADOPTED THIS ___ day of ___

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

RENDITION DATE 3/21/07
HOLDS HARMLESS AGREEMENT

THIS HOLDS HARMLESS AGREEMENT ("Agreement") entered into as of this _______ day of ________________, 2006, by Douglas Anderson ("Permittee"), whose address is ________________________, in favor of St. Johns County, Florida, ("County"), a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084.

RECITALS

WHEREAS, Permittee has requested that Permittee be allowed to construct a bulkhead along lot 13, block 6 of the Pelican Reef Subdivision, which is more particularly described in attached and incorporated Exhibit A; and

WHEREAS, as a condition of allowing Permittee to construct a bulkhead it is the interest of the County to require Permittee enter into a Holds Harmless Agreement with the County, to further insulate the County from any liability (administrative, legal, equitable, or otherwise) for any negligent or intentional act or omission caused or directed by Permittee, which is related to, and/or associated with the construction of the above-noted bulkhead, or its subsequent use, and maintenance; and

WHEREAS, after a review of Permittee's request, the Board of County Commissioners of St. Johns County has determined that such a request, especially when conditioned with this Agreement, will not negatively impact the interests of the County.

NOW THEREFORE, the parties hereto, and in consideration of the mutual covenants and conditions hereinafter expressed, do hereby agree as follows:

Section 1. Findings.

The above Recitals are incorporated by reference into the body of this Agreement, and such Recitals are adopted as Findings of Fact.

Section 2. Duration of Agreement.
Unless terminated under the terms and/or procedure noted in this Agreement, then this Agreement shall endure and continue for so long as Permittee a) owns the property on which the bulkhead is located; and b) uses and maintains the bulkhead in the manner in which it was intended by the County.

Section 3. Intent of County With Respect to Bulkhead.

With respect to Permittee’s bulkhead, it is the intent of the County to ensure that bulkhead is used solely for a bulkhead, inspected periodically, maintained, and repaired, as the need arises.

Section 4. Conditions Associated with Bulkhead.

Permittee is expected to comply with, and adhere to, the following conditions associated with the bulkhead:

a) the bulkhead must remain on Permittee’s property;
b) the bulkhead must be located outside the County’s drainage easement;
c) construction of the bulkhead must be permitted by the City of St. Augustine, Florida; and
d) the Permittee must secure and maintain any other permits required, for the duration of the bulkhead’s existence.

Section 5. Failure to meet Conditions Associated with Bulkhead.

In the event that Permittee fails to meet one or more conditions associated with the bulkhead, then the County shall provide written notification to Permittee of such failure. Thereafter, Permittee shall have twenty (20) days in which to either correct the failed provision, or provide to the County a detailed proposal for cure of the failed provision, together with a timeline that in any case, shall not exceed sixty (60) days (unless for good cause). Should Permittee fail to correct the failed provision, or provide the County with an acceptable timeline for cure, then Permittee will be required to post a written notice on the bulkhead of Permittee’s failure to meet the conditions associated with the bulkhead. At such time as Permittee cures/corrects any failed provision, then County shall notify (written or electronically) Permittee, that the written notice of failure may be removed from Permittee’s bulkhead. Permittee shall at all times remain liable for any damage or loss associated with the bulkhead, and shall at all times hold the County harmless from any liability associated with any action, of any sort, instituted, which is associated with Permittee’s bulkhead.
Section 6. County Accepts No Liability.

The County shall have no liability toward Permittee with regard to any activities associated with Permittee's use or maintenance of the bulkhead, already described. Specifically, but not limited to, the County shall be shielded from, and have no liability (administrative, legal, equitable, or otherwise) for any negligent or intentional act or omission caused or directed by Permittee.

Section 7. Indemnification.

The Permittee shall indemnify, defend, and hold the County harmless from, and against, all claims (including contractual, and injunctive), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the County's authorization for Permittee to and/or maintain a bulkhead, already described. Specifically, Permittee shall indemnify, defend, and holds harmless the County from, and against, all claims, losses, costs, suits, administrative actions, or arbitration from, incident to, connected with, or growing out of Permittee's direct or indirect negligent or intentional acts or omissions.

Section 8. If Insurance Acquired, County Will be Named as Additional Insured.

In the event that Permittee acquires liability insurance, or replacement insurance, or other insurance (of any type, and amount), on the bulkhead, noted in this Agreement, and described in Exhibit A.

Section 9. No Assignment Without Written Approval of County.

This Agreement may not be assigned, or transferred in any way by Permittee, without the written approval of the County. Such written approval by the County should not be unreasonably withheld.

Section 10. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

Section 11. Amendments to this Agreement.
Both the County, and Permittee acknowledge that this Agreement constitutes the complete agreement and understanding of the parties.

Further, both the County, and Permittee acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and Permittee.


This Agreement shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be St. Johns County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the ______ day of ____________, 2006.

ST. JOHNS COUNTY

BY: __________

ATTEST:

Cheryl Strickland, Clerk of Courts

Deputy Clerk

XX

BY: ________________

WITNESS: