

RESOLUTION NO. 2010- 98

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, APPROVING THE TERMS OF A HOLD HARMLESS AGREEMENT BETWEEN ST. JOHNS COUNTY AND ST. AUGUSTINE SHORES SERVICE CORPORATION, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Shores Boulevard is a dedicated public right-of-way as shown on the recorded plats of St. Augustine Shores; and

WHEREAS, St. Augustine Shores Service Corporation (“Shores”) maintains certain median areas within the Shores Boulevard right-of-way for the St. Augustine Shores Homeowners’ Association (“Homeowners”); and

WHEREAS, the Homeowners have asked Shores to install a community message board at two locations within the maintained median areas to display community news and upcoming events; and

WHEREAS, this request has gone through the St. Johns County Non-DRC Site Plan process and has been approved by the appropriate departments with the understanding that Shores will execute and give to St. Johns County a Hold Harmless Agreement, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, to indemnify and hold the County harmless from damages and expenses which may be incurred as a direct or indirect result of such installation, construction, and maintenance of the community message boards.

NOW, THEREFOR BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

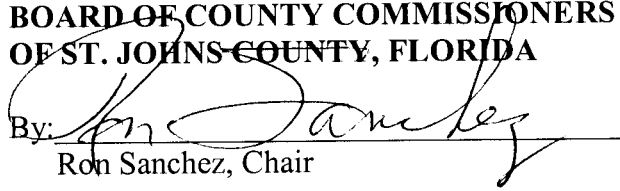
Section 2. The Board of County Commissioners of St. Johns County hereby approves the terms of the Hold Harmless Agreement and authorizes the County Administrator to execute the Agreement on behalf of the County.

Section 3. The Clerk is instructed to record the original Hold Harmless Agreement in the Official Records of St. Johns County, Florida.

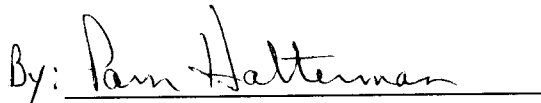
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED this 4th day of May, 2010.

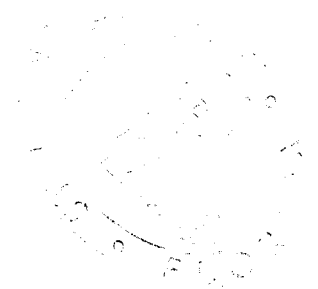
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 5/6/10



HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2010, by and between:

St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32086, ("County"); and

St. Augustine Shores Service Corporation, a Florida corporation, whose address is 790 Christina Drive, St. Augustine, Florida 32086 ("Shores")

Recitals

WHEREAS, Shores plans to install two Shores Community Message Boards ("Message Boards") which are required to be located within lands which have been dedicated to the County as rights-of-way within and along Shores Boulevard located in St. Johns County, Florida and shown on attached map, ("County's Right-of-Way"); and

WHEREAS, the County has agreed to allow the Message Boards to be installed, constructed or maintained within the County's Right-of-Way only if Shores agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Message Boards and certain other conditions.

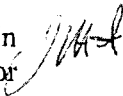
NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the County and Shores agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. Shores may place, construct and/or maintain or cause to be placed, constructed and/or maintained the Message Boards in the Right-of-Way under the terms and conditions contained herein. The cost of maintenance, repair or replacement of any part of the Message Boards shall be paid by Shores.

Section 3. Indemnification. To the extent permitted by Florida law, Shores agrees to protect, defend, indemnify and hold the County, its tenants, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of Shores and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of Shores staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the use of the County's right-of-way by Shores, and its contractors, including ingress and egress thereto.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Sovereign Immunity. The County and Shores agree that nothing in this Agreement shall constitute or be considered as a waiver of County's limitation or liability contained in Section 768.28 Florida. 

Section 6. 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, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 7. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 8. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor Shores may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or Shores, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or Shores shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 9. Amendments to Agreement. Both the County and Shores acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and Shores acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and Shores.

Section 10. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and Shores have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Michael D. Wanchick as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

LEGALLY SUFFICIENT
Michael D. Wanchick
Name
Date: 5/25/10

Signed, sealed and delivered
in our presence as Witnesses:

(sign) Nanette Bradbury
(print) Nanette Bradbury

(sign) Laurie Ford
(print) Laurie Ford

St. Augustine Shores Service
Corporation, a Florida corporation

By: Joseph H. Smith, III
Joseph H. Smith, III
Its: General Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

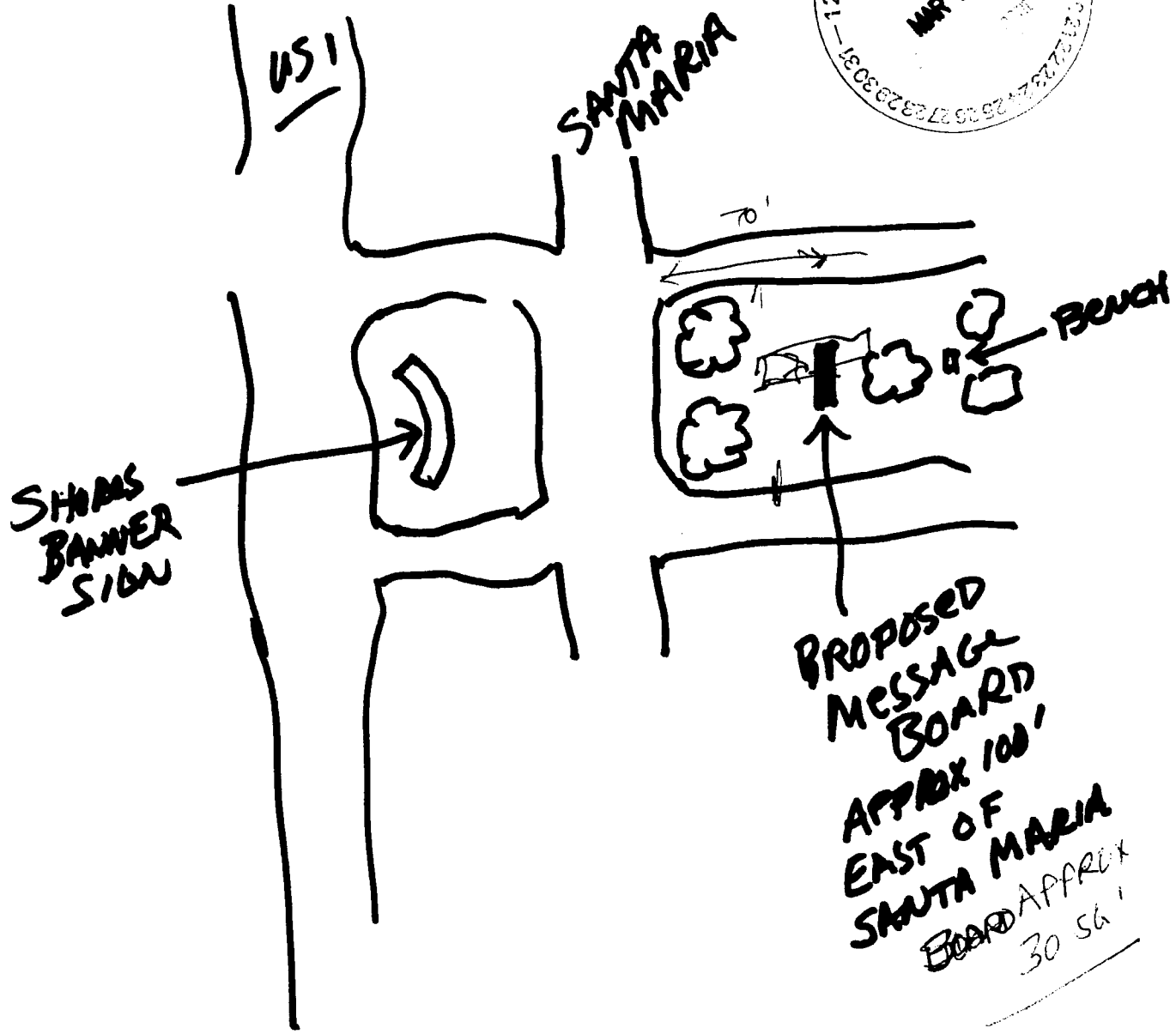
The foregoing instrument was acknowledged before me this 6th day of April, 2010, by Joseph H. Smith, III as General Manager of St. Augustine Shores Service Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Laurie Ford
Notary Public

My Commission Expires: 4-17-2012

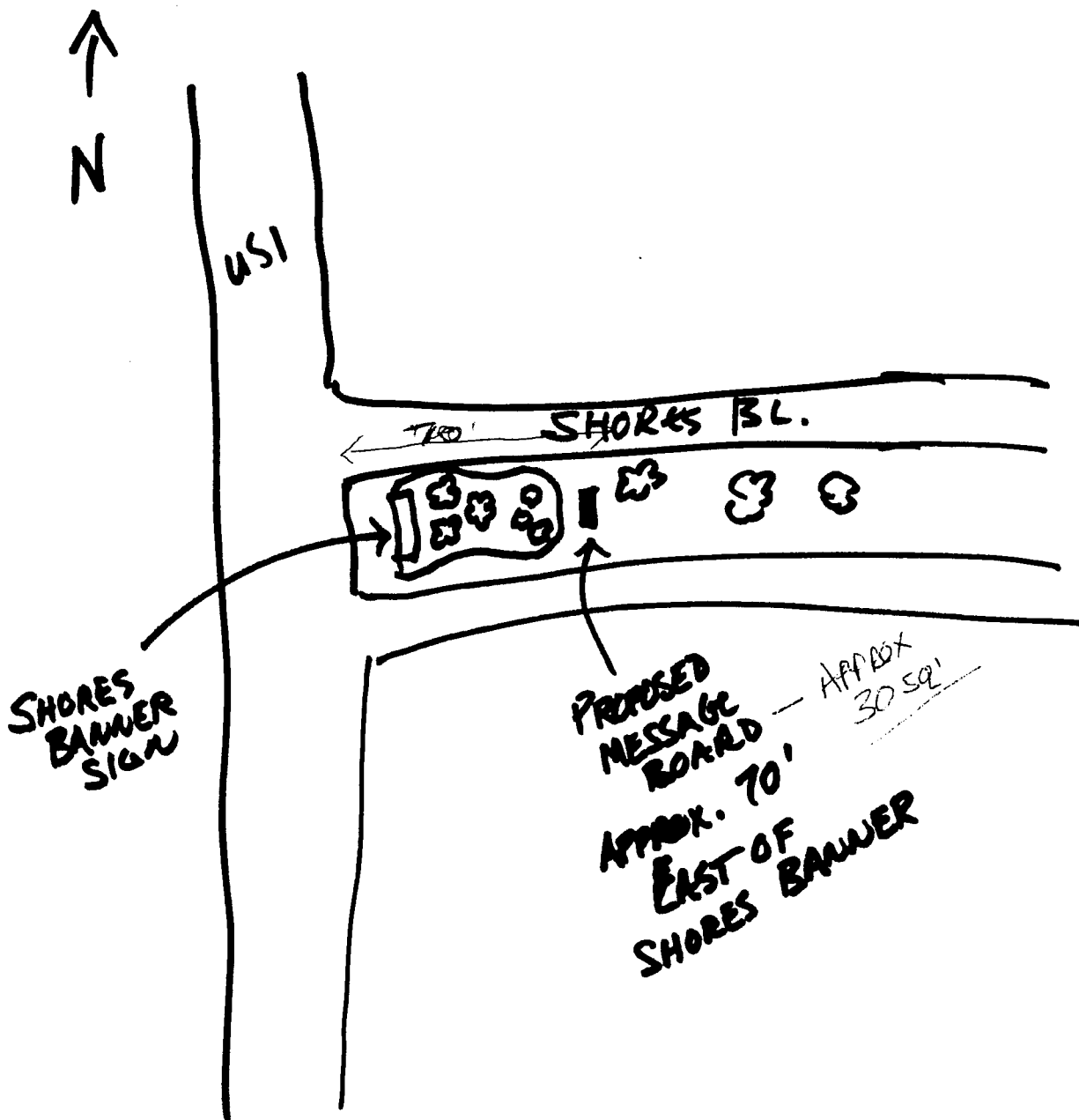


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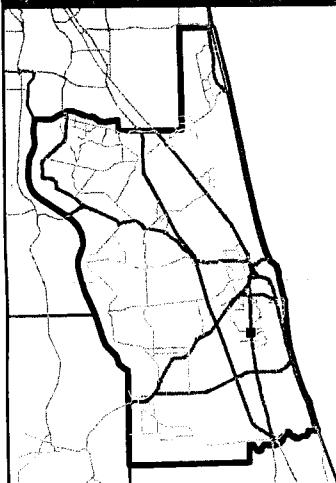
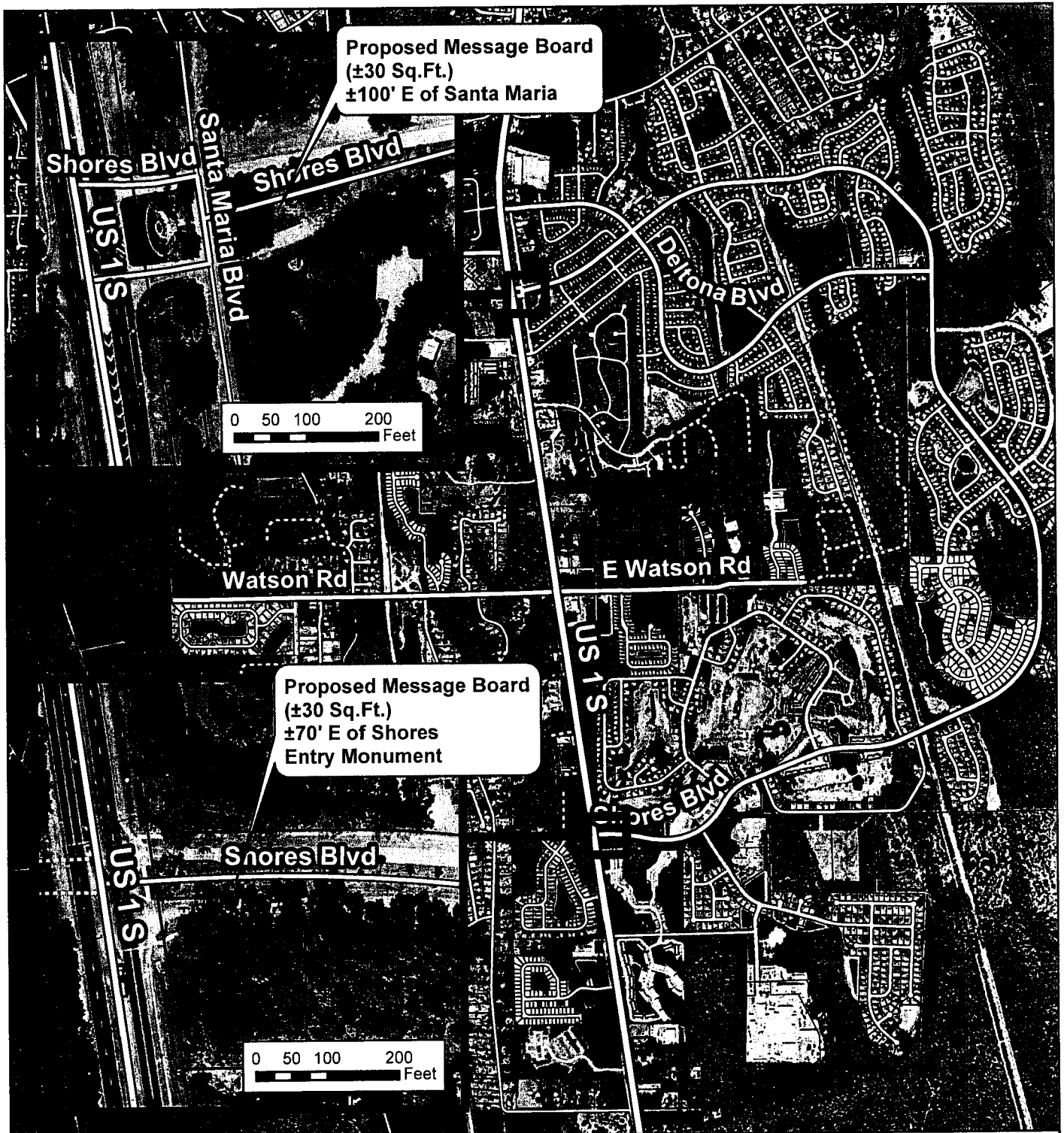


SAINT AUGUSTINE SHORES NORTH ENTRANCE

0270100-0000

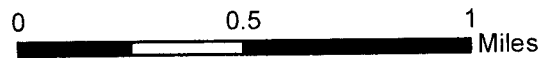


ST AUGUSTINE SHORES
SOUTH ENTRANCE



Hold Harmless Agreement

St. Augustine Shores Community Message Boards



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
April 15, 2010
(904) 209-0794



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.