

RESOLUTION NO. 2022-428

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE COUNTY AND SEAGATE AT ST. AUGUSTINE HOMEOWNERS' ASSOCIATION, INC. IN CONNECTION WITH CERTAIN DRAINAGE IMPROVEMENTS IN THE SEAGATE SUBDIVISION AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Seagate at St. Augustine Homeowners' Association, Inc. ("Seagate") is the owner of certain lands within the Seagate Subdivision; and

WHEREAS, all roads, rights-of-ways, drainage facilities and infrastructure within the Seagate Subdivision are owned, operated, and maintained by Seagate; and

WHEREAS, the County desires to construct, improve, replace, and/or repair either above or below the surface of the ground, certain drainage facilities and infrastructure within the Seagate Subdivision to improve drainage in the Seagate Subdivision and adjacent communities; and

WHEREAS, under the terms and conditions of the attached Agreement, County has agreed to design, permit and construct the improvements, and Seagate has agreed to provide ongoing operation and maintenance of the improvements.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

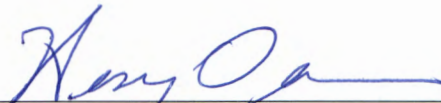
Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the Agreement and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

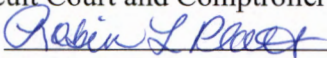
Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 15th day of November, 2022.

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

By: 
Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court and Comptroller

By: 
Deputy Clerk

Rendition Date NOV 17 2022



**AGREEMENT
BETWEEN ST. JOHNS
COUNTY AND
SEAGATE AT ST. AUGUSTINE
BEACH HOMEOWNERS'
ASSOCIATION, INC.**

This Agreement is made and entered into by and between St. Johns County, a political subdivision of the state of Florida ("County"), and Seagate at St. Augustine Beach Homeowners' Association, Inc., a Florida Not-For-Profit Corporation ("Seagate").

RECITALS

WHEREAS, Seagate is the owner of certain lands within the Seagate Subdivision; and

WHEREAS, all roads, rights-of-ways, drainage facilities and infrastructure within the Seagate Subdivision are owned, operated, and maintained by Seagate; and

WHEREAS, the County desires to construct, improve, replace, and/or repair either above or below the surface of the ground, certain drainage facilities and infrastructure within the Seagate Subdivision to improve drainage in the Seagate Subdivision and adjacent communities.

NOW, THEREFORE, in consideration of the terms provided below, the sufficiency of which is mutually acknowledged, the County and Seagate agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated into the Agreement as findings of facts.

2. County Obligations.

A. County, at its sole expense, shall be responsible for the design, permitting and construction of the improvements depicted on Exhibit A, attached hereto and incorporated herein (the "Improvements").

B. County shall be responsible for obtaining any necessary authorizations from private property owners for the construction of the Improvements.

C. County shall, at County's sole cost and expense, restore, areas within and around the Improvements to County Standards existing immediately prior to any activities related to the Improvements. Seagate shall restore any landscaping, planting, decorative paving and other surface improvements, including without limitation, all surface improvements above the current County Standard existing immediately prior any activities related to the Improvements.

3. Seagate Obligations.

A. Seagate shall provide any necessary assistance to the County, or its Contractors, in obtaining any state or federal authorizations necessary for construction of the Improvements. Any permits required shall be issued to Seagate as the owner of the land.

B. Seagate shall provide the County, and its Contractors, any and all access over, across and on property in the subdivision owned by Seagate for the Improvements.

C. Seagate shall be responsible for the ongoing operation and maintenance of the Improvements upon completion.

4. Expiration. This Agreement shall expire upon the County's completion of the Improvements and restoration of the area within and around the Improvements back to its prior condition pursuant to Section 2(C) above and written notice to Seagate that all work and restoration is completed.

5. Availability of Funds. The County's performance under this Agreement is contingent upon the appropriation of sufficient funds.

6. Indemnification. To the extent allowed by Florida law, and subject to the limits of liability set forth in Section 768.28, Florida Statutes, the County shall indemnify, defend, and hold harmless Seagate and its directors, officers, members, and employees from and against all claims, actions, suits, demands, damages, losses, settlements, judgments, costs, and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or related to Counties' design, permitting, or construction of the Improvements. Seagate shall indemnify, defend, and hold the County harmless from and against all claims, actions, suits, demands, damages, losses, settlements, judgments, costs, and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or related to Seagate's operation and maintenance of the Improvements. Nothing contained in this section is intended to nor shall be construed to operate as a waiver on the part of the County of the limitations of liability set forth in Section 768.28, Florida Statutes, or to the County's sovereign immunity.

7. Warranty. To the extent the County obtains general or limited warranties from any contractor in favor of the County with respect to the Improvements, the County shall cause such warranties to be expressly extended to Seagate.

8. Alterations, Modifications, and Removal. Any future alteration, modification, or removal of the Improvements by Seagate, or its agents or assigns, shall require proper written approval by the County and shall be subject to all applicable federal, state, and local laws and regulations.

9. Maintenance. This Agreement is limited to the design, permitting and construction of the Improvements. Ongoing and continuing maintenance of the all roads, rights-of-ways, drainage facilities and infrastructure, to include the Improvements, within the subdivision remains the responsibility of Seagate.

10. Relationship of the Parties. This Agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and Seagate.

11. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the state of Florida. Venue for any action related to this Agreement shall lie exclusively in St. Johns County, Florida.

12. Entire Agreement. The parties acknowledge that this Agreement, together with

exhibits incorporated herein, contains the complete agreement and understanding between the parties. No representations or promises have been made except those specifically provide herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to the subject matter of this Agreement. Any amendment to this Agreement shall be in writing and executed by the fully authorized representative of each party.

13. Authority to Execute. Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

Entered into this 7th day of October, 2022.

St. Johns County, Florida

By: _____

Hunter Conrad,
County Administrator

Seagate at St. Augustine Beach
Homeowners' Association,
Inc.

By:  _____

Print Name: David M. Klater


Title: President



wood.
 ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
 5615 E. Florida Avenue, Suite 301
 Lakeland, FL 33813
 Phone: 1.888.687.2348
 www.woodpl.com

PRELIMINARY
 JEFFREY D PEUREN, P.E.
 FLORIDA PE LICENSE NO. 47664

PROJECT:
**TRADE WIND LANE
 WEST TROPIC WAY
 DRAINAGE
 IMPROVEMENTS**
 ST. AUGUSTINE, FLORIDA



ST. JOHNS COUNTY
 2750 INDUSTRY CENTER DR.
 ST. AUGUSTINE, FL 32084

WOOD PROJECT No:
 6783218044

REVISIONS			
NO.	DATE	BY	APPROVED
X	X	X	X

DESIGNED BY:
 DRAWN BY: ALP
 CHECKED BY: JDP
 APPROVED BY: JDP
 DATE:

SHEET TITLE:
**SEAGATE OUTFALL
 EXHIBIT**

SHEET NUMBER: A REV. # X
 SHEET OF SHEETS

Exhibit A