

RESOLUTION NO. 2007 - 83

**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 20<sup>th</sup> DAY OF March 2007.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**  
BY: Ben Rich  
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: Pam Halterman

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**.

**Section 12. Governing Law/Venue.**

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**

**XX**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

WITNESS:

Cheryl Strickland, Clerk of Courts

\_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_

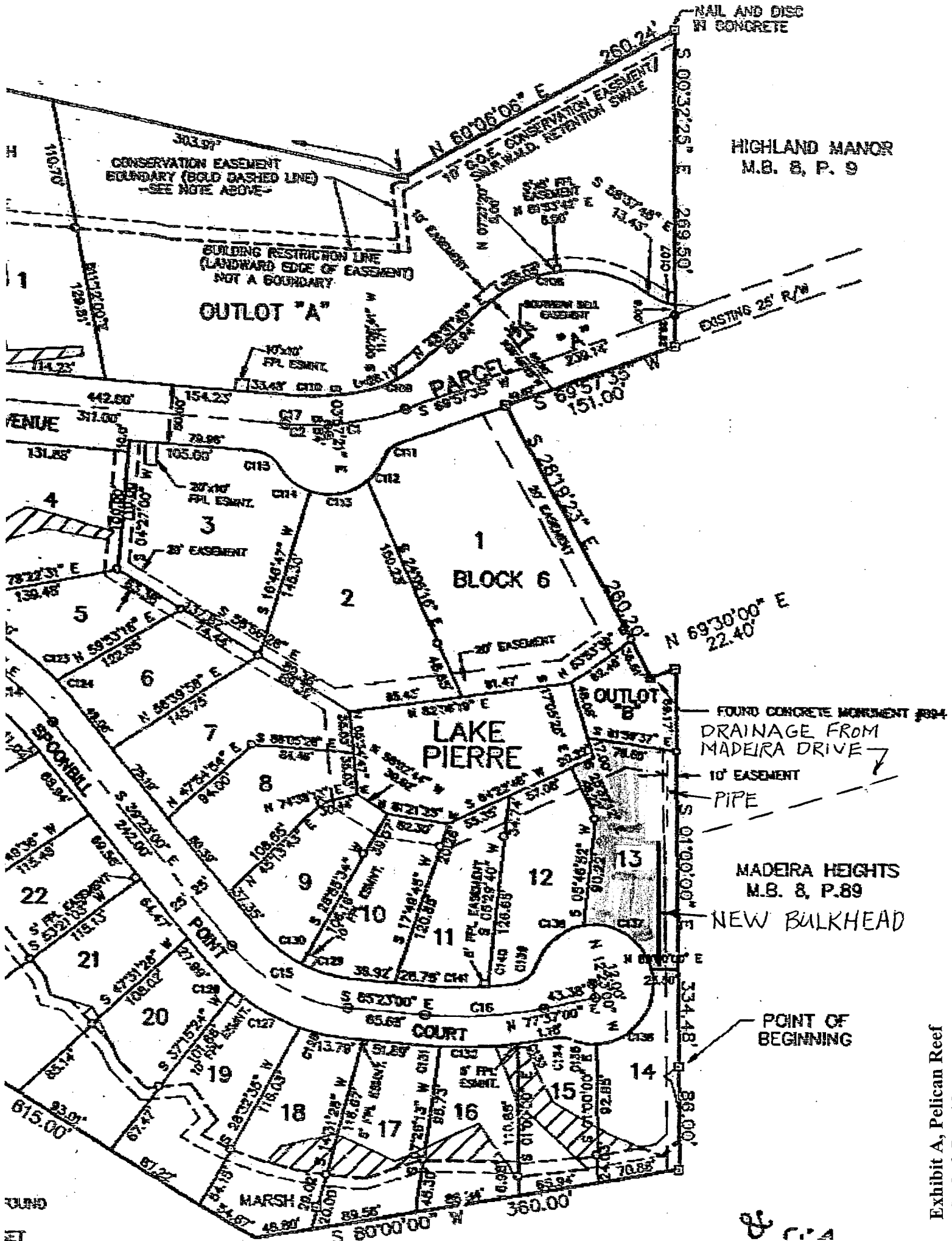


Exhibit A, Pelican Reef  
Block 6 T of 13