

**JOINT USE AGREEMENT BETWEEN
CITY OF JACKSONVILLE
AND
CITY OF ATLANTIC BEACH**

THIS JOINT USE AGREEMENT (“AGREEMENT”), is made and entered into this 11th day of November, 2004, by and between the **CITY OF JACKSONVILLE**, a municipal corporation in the State of Florida (“Jacksonville”) and the **CITY OF ATLANTIC BEACH**, a municipal corporation in the State of Florida (“Atlantic Beach”).

WITNESSETH:

WHEREAS, Atlantic Beach is planning to construct a skateboard facility (“facility”) in Russell Park, which is property owned by Atlantic Beach and located within its municipal borders;

WHEREAS, Jacksonville is prepared to reimburse Atlantic Beach for such construction expenses actually incurred up to a maximum of \$35,000.00, in return for which Jacksonville will enjoy joint use of the facility;

WHEREAS, it is in the best interests of both parties to make and enter into this joint use agreement which describes the rights and obligations of each party to the other with respect to the construction, care and maintenance of the facility; now therefore

IN CONSIDERATION for the mutual promises contained herein and for other good and sufficient consideration, the parties agree that:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.

2. **Effective Date.** This Agreement shall become effective on the day and year first written above and shall continue in full force and effect until terminated with or without cause by either party.

3. **Jacksonville Contribution.** Jacksonville shall assist Atlantic Beach in defraying the cost of constructing and installing the facility. Jacksonville’s assistance shall be in the form of reimbursement to Atlantic Beach for actual expenses incurred in the construction and installation of the facility, up to a total contribution of \$35,000.00. Jacksonville will not maintain or support the facility, but will solely help in defraying construction and installation costs as stated herein.

4. **Maximum Indebtedness.** Jacksonville’s maximum debt under this Agreement, including the cost of constructing and/or installing the facility and all incidental improvements associated therewith, shall be a total amount of \$35,000.00.

5. **Jacksonville Representative.** The Director of Jacksonville's Department of Parks, Recreation and Entertainment (PRE), shall be responsible for overseeing, administering and implementing this Agreement.

6. **Payment on Draw or Reimbursement Basis.** Jacksonville's contribution for said facility, pursuant to this Agreement, shall be on a draw for work done basis or on a cost for reimbursement basis, but only after \$125,000 of non-City funds have been expended. Such payment will be made within seven (7) days of Atlantic Beach's submittal to Jacksonville (pursuant to section 10 below) of documentation, including bills, invoices and other documents satisfactory to Jacksonville's General Accounting Division, to justify withdrawal or reimbursement payment to Atlantic Beach.

7. **Indemnity.** Subject to Section 768.28, Florida Statutes, Atlantic Beach shall hold harmless, indemnify and defend the City, its officers, employees and elected officials against any claim, action, loss, damage, injury, liability, cost and expense, of whatever kind or nature (including, but not by way of limitation attorneys fees, expert witness fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to any negligent act or omission of the Recipient in its performance under this Agreement.

8. **Facility Operations.** Atlantic Beach shall, at no additional cost or expense to Jacksonville, operate and maintain the facility as a public park which shall be open and available to all residents of and visitors to Jacksonville, with no discrimination on the basis of race, creed, color, sex, religion, national origin, marital status, age, disability or residence.

9. **Atlantic Beach Responsibilities.** Atlantic Beach shall comply with all federal, state and local laws, rules, statutes, permits, regulations and ordinances, and shall be solely responsible for all maintenance and repairs to the facility at no additional cost to Jacksonville.

10. **Accounting/Report.** Atlantic Beach shall provide Jacksonville's Department of Parks, Recreation and Entertainment and Council Auditor with a full accounting/report (report) pertaining to the Jacksonville Contribution described in section 3 above. Such report shall be once form approved by the Council Auditor and shall include but not be limited to copies of all invoices and checks. Such report shall be submitted thirty (30) days after the Effective Date of this Agreement and shall continue at thirty (30) day intervals until the funds are spent in their entirety.

11. **Notices.** All notices hereunder shall be by certified mail return receipt requested:

As to Jacksonville :

Robert Baughman, Director
Parks, Recreation &
Entertainment Department
851 North Market Street
Jacksonville, Florida 32202

As to Atlantic Beach:

Jim Hanson, City Manager
City of Atlantic Beach
City Hall
800 Seminole Road
Atlantic Beach, Florida 32233

12. **Termination for Convenience.** Jacksonville may terminate this Agreement without cause upon giving sixty (60) days advance written notice to Atlantic Beach.

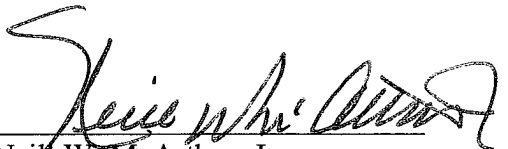
13. **Entire Agreement.** This Agreement represents the entire agreement by and between the parties concerning the receipt and expenditures of the funds specified herein. No agreement, statement, representation, course of action or course of statement, representation, course of action or course of conduct by either of the parties hereto, or by their authorized representatives, shall be binding if it is not in writing and contained in this Agreement. This Agreement may be amended by written instrument signed by the parties or their lawfully authorized representatives.

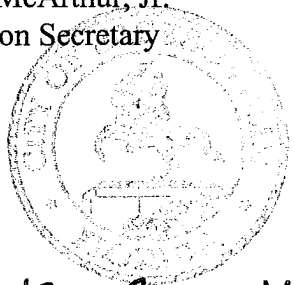
14. **Severability.** If any section, paragraph, sentence or other part of this Agreement is declared to be unenforceable or unlawful by a court of competent jurisdiction, then, in such event, such section, paragraph, sentence or other part shall be severed from this Agreement and shall not affect other terms and conditions herein.

15. **Governing Law/Venue.** This Agreement shall be governed by the law of the State of Florida. Venue for litigation of this Agreement shall be in a court of competent jurisdiction in Jacksonville, Florida.

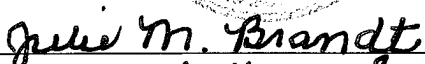
IN WITNESS WHEREOF, the parties, by and through their lawfully authorized representatives have executed this Agreement on the day and year first above written.

Attest:

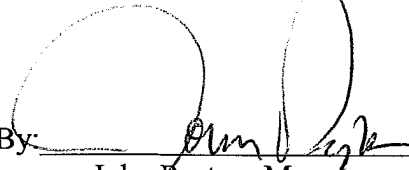

Neil W. McArthur, Jr.
Corporation Secretary




Attest:


Print Name: Julie M. Brandt
Title: Secretary

CITY OF JACKSONVILLE

By: 
John Peyton, Mayor

CITY OF ATLANTIC BEACH

By: 
Print Name: Jim Henson
City Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of October, 2004, by John Peyton and Neill W. McArthur, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation, on behalf of the corporation. Such persons are personally known to me.

Sharon E. Chappelle
[print name]

Notary Public, State of Florida at Large



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, the _____ of the City of Atlantic Beach, a municipal corporation, on behalf of the corporation. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

(x)

[Print or type name]
NOTARY PUBLIC

In compliance with the Charter of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

Director of Finance

Form Approved:

[Signature]
Assistant General Counsel



CITY OF ATLANTIC BEACH
800 SEMINOLE ROAD
ATLANTIC BEACH, FLORIDA 32233-5445
TELEPHONE: (904) 247-5800
FAX: (904) 247-5805
SUNCOM: 852-5800
<http://ci.atlantic-beach.fl.us>

November 11, 2004

Daniel Cronrath
Department of Parks and Recreation
and Entertainment
851 North Market Street
Jacksonville, FL 32202

RE: Joint Use Agreement for Skate Park in Atlantic Beach

Dear Mr. Cronrath;

Enclosed for your files is one fully executed copy of the Joint Use Agreement between the City of Jacksonville and the City of Atlantic Beach for construction of a skateboard facility in Russell Park in Atlantic Beach. If you have any questions or require further information please let me know. I am,

Very truly yours,



Jim Hanson
City Manager

cc: Timmy Johnson, Director of Parks and Recreation