

RESOLUTION NO. 2009- 108

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A JOINT USE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE ST. JOHNS COUNTY SCHOOL BOARD FOR USE OF SELECTED GOVERNMENTAL PROPERTIES IN ORDER TO PROVIDE GREATER ACCESS FOR THE COMMUNITY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, the parties desire to provide for joint use of selected governmental properties by the St. Johns County Recreation and Parks Department and by the St. Johns County School Board in order to provide greater access to the community; and

WHEREAS, substantial savings to the public can be obtained through the joint use of both parties' outdoor facilities for recreational and educational purposes; and

WHEREAS, this agreement is entered into for the purposes of expanding the use of outdoor recreational facilities within St. Johns County, Florida, without in any way impairing school facilities or disrupting the educational process, and enhancing educational uses by making St. Johns County Recreation and Parks Department outdoor facilities more available to the school system.

WHEREAS, this agreement shall supersede and cancel all previous agreements or understandings, written or oral, between the St. Johns County and the St. Johns County School which may exist with regard to joint use of outdoor governmental facilities.

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Joint Use Agreement (attached hereto, and incorporated herein); and

WHEREAS, the County has determined that accepting the terms of the Joint Use Agreement, and entering into said Joint Use Agreement will serve the interests of the County.

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 the Joint Use Agreement between St. Johns County, Florida and the St. Johns County School Board for use of selected governmental properties to provide greater access to the community, and authorizes the County Administrator, or designee, to execute the Joint Use Agreement on behalf of St. Johns County.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21st day of April, 2009.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Halterman
Deputy Clerk

By:

Cyndi Stevenson
Cyndi Stevenson, Chair

RENDITION DATE 4/21/09



JOINT USE AGREEMENT

THIS AGREEMENT (the "Agreement"), entered into this ___ day of _____ 2009, by and between the Board of County Commissioners of St. Johns County, Florida (the "COUNTY"), and The School Board for St. Johns County, Florida, a body politic and corporate, (the "SCHOOL BOARD").

WITNESSETH:

WHEREAS, the parties desire to provide for joint use of selected governmental properties by the COUNTY'S Department of Parks and Recreation and by the SCHOOL BOARD in order to provide greater access for the community; and

WHEREAS, substantial savings to the public can be obtained through the joint use of both parties' outdoor facilities for recreational and educational purposes; and

WHEREAS, this Agreement is entered into for the purposes of expanding the use of outdoor public recreational facilities within St. Johns County, Florida, without in any way impairing school facilities or disrupting the educational process, and enhancing educational uses by making COUNTY outdoor facilities more available to the school system.

NOW THEREFORE, in consideration of the covenants hereinafter mentioned to be kept and performed by the SCHOOL BOARD and the COUNTY, it is mutually agreed as follows:

1. TERMINATION OF PRIOR AGREEMENTS

This Agreement shall supersede and cancel all previous agreements or understandings, written or oral, between the SCHOOL BOARD and the COUNTY which may exist with regard to joint use of outdoor governmental facilities. However, the parties recognize it may be necessary to enter into future written agreements addressing the use of specific properties on a more permanent basis, and this Agreement shall not be interpreted to preclude or supersede such future agreements.

2. PROPERTIES GOVERNED BY THIS AGREEMENT

a. This Agreement is only applicable to outdoor facilities located on the following

properties:

- i. certain properties owned by the SCHOOL BOARD which are described on Schedule "A" attached and by reference made a part of this Agreement (the "SCHOOL BOARD Properties"); and
- ii. certain properties owned by the COUNTY which are described on Schedule "B" attached hereto and also made a part of this Agreement by reference (the "COUNTY Properties").
- iii. The SCHOOL BOARD Properties and COUNTY Properties shall collectively be referred to in this Agreement as the "Properties".

b. Schedules A and B may be amended from time to time for the purpose of adding property or parts thereof by mutual written amendment executed by both the School District's Executive Director of Facilities and Operations on behalf of the SCHOOL BOARD and by the County Director for the Department of Recreation and Parks on behalf of the COUNTY.

c. Schedules A and B may be amended from time to time for the purpose of deleting property or parts thereof unilaterally by the party that owns the subject property. For the purpose of deleting property unilaterally, the deleting party shall provide at least three (3) months prior written notice to permit the non-deleting party reasonable time to make alternate arrangements. This provision is intended to correspond directly with the provision hereinbelow which allows either party to terminate this Agreement unilaterally upon providing three (3) months prior written notice.

3. TERM

This Agreement shall commence on the date this Agreement is filed with the Clerk of the Circuit Court of St. Johns County, Florida, as required by Section 163.01(11) Florida Statutes, and continue thereafter until validly terminated as set forth hereinbelow.

4. USE OF PROPERTIES

- a. The SCHOOL BOARD and the COUNTY shall have the right to jointly use the

Properties for recreational and educational purposes in accordance with the following terms and conditions:

- i. Such joint use shall not interfere with the normal operations conducted on the Properties by the party that owns the property in the owner's sole discretion.
 - ii. The Properties shall not be used for any purpose that is prohibited by law.
 - iii. Use of SCHOOL BOARD Properties shall be subject to all SCHOOL BOARD policies and the use of COUNTY Properties shall be subject to all COUNTY ordinances and policies not in conflict with this Agreement. In particular, the use of alcohol, tobacco, and illegal drugs is specifically forbidden on all SCHOOL BOARD and COUNTY properties.
- b. Any increased operating cost, together with any usage fee, shall be paid in advance by the party requesting the use. However, no indirect costs shall be assessed. There shall be no cost to either the SCHOOL BOARD or COUNTY for usual usage based on the reciprocity between the two parties. Any charges to be assessed for usage over and above the usual usage shall be determined by either the School District's Executive Director of Facilities and Operations on behalf of the SCHOOL BOARD or the County Director for the Department of Recreation and Parks on behalf of the COUNTY.
- c. The SCHOOL BOARD and COUNTY shall enter into a Rider attached as Schedule "C" to this Agreement for each of the Properties setting forth in detail the extent of the use intended to be made of each property which shall include (without limitation):
- i. a description of the specific areas of the Property designated for use (attach a diagram if helpful to clarify);
 - ii. a description of improvements to be made or equipment installed, if any, with exact location (attach diagram or site plan if available);
 - iii. dates/hours permitted for use; and
 - iv. a plan for ongoing cleanup and maintenance of the property and

improvements.

Each Rider shall be signed by the County Director for Parks and Recreation or his designee on the COUNTY's behalf, and by the school principal primarily responsible for supervising use of the property on behalf of the SCHOOL BOARD. Riders shall be subject to ongoing review by the parties, and may be amended from time to time by written request and agreement of the parties.

d. The COUNTY may coordinate the use of SCHOOL BOARD property by associations, groups, and/or individuals (hereinafter referred to as "THIRD PARTIES") for public purposes by entering into a Rider attached as Schedule "D" to this agreement between COUNTY and the THIRD PARTY which agreement shall be made expressly subject to the terms and conditions of this Agreement and shall set forth with reasonable specificity:

- i. the terms and conditions of the use;
- ii. a description of the specific area of the Property designated for use (attach a diagram if helpful to clarify);
- iii. description of improvements to be made or equipment installed by the THIRD PARTY, if any, with exact location (attach diagram or site plan if available);
- iv. dates/hours permitted for use
- v. provisions for ongoing cleanup, repair, maintenance and ultimate removal or ownership of any improvements and equipment the THIRD PARTY may seek to install or construct;
- vi. the estimated amount to be paid, if any, for any increased operating/utility expense, or usage fee;
- vii. requirements for THIRD PARTY liability insurance; and
- viii. acknowledgment that the THIRD PARTY agreement is made subject to the

terms and conditions of this Joint Use Agreement.

Prior to commencing any use by a THIRD PARTY, the rider containing all of the above-mentioned items shall be submitted for approval to the school principal primarily responsible for supervising use of the property on behalf of the SCHOOL BOARD. No use shall be commenced prior to obtaining the principal's approval.

e. All parties and THIRD PARTIES acknowledge that, on rare occasions, the SCHOOL BOARD and COUNTY facilities and grounds may be needed for urgent use by the owner (e.g. disasters, construction, special event, etc.) which may preclude use of a facility by the other party or THIRD PARTY for a short period of time. It is understood that, while every effort will be made to notify all parties as far in advance as possible of the cancellation, such precluding events, from time to time, will occur. During those occurrences the SCHOOL BOARD and COUNTY will make every effort to accommodate the cancelled party on the earliest possible date.

f. Users of SCHOOL BOARD or COUNTY properties shall be liable financially for damage to the facilities caused by such user, for proper supervision and control, and to the extent permitted by law for liability to third parties for injury.

5. ALTERATIONS AND IMPROVEMENTS

a. Prior to altering or installing any improvements whatsoever on SCHOOL BOARD property, the COUNTY shall first obtain prior written authorization from the SCHOOL BOARD Facilities and Operations Department which expressly approves of the design, construction, location and time for construction. If such authorization is granted, then the constructing party warrants that all improvements shall be made in compliance with Florida Department of Education safety standards.

b. Prior to altering or installing any improvements whatsoever on COUNTY property, the SCHOOL BOARD shall first obtain prior written authorization from the COUNTY Department of Parks and Recreation which expressly approves of the design, construction, location and time for construction.

6. MAINTENANCE OF IMPROVEMENTS AND PROPERTY

a. The COUNTY shall maintain, at its sole cost and expense, the improvements constructed by the COUNTY on SCHOOL BOARD property. The COUNTY shall also provide for prompt cleaning of SCHOOL BOARD property which has been devoted to joint use in such a manner that said property is kept free from debris, trash or other unsightly refuse (in the SCHOOL BOARD's sole discretion) associated with the use.

b. The SCHOOL BOARD shall maintain, at its sole cost and expense, the improvements constructed by the SCHOOL BOARD on COUNTY property. The SCHOOL BOARD shall also provide for prompt cleaning of COUNTY property which has been devoted to joint use in such a manner that said property is free from debris, trash or other unsightly refuse (in the COUNTY's sole discretion) associated with the use.

c. Each party recognizes it is in the best interests of both parties to provide a safe recreational and educational area, and shall utilize its best efforts to provide proper supervision and safe conditions during its respective use of the other party's property. In the event either party becomes aware of an unsafe condition, it will correct same. Or, if the correction of the condition is the responsibility of the other party, it will promptly notify the other party of the hazard and the need for corrective action. The party responsible for maintaining the property shall correct the condition immediately, or take proper and reasonable precautions until corrective action can be taken.

7. DESIGNATED NAME OF SCHOOL BOARD PROPERTY

The COUNTY shall only refer to SCHOOL BOARD Properties by the name of the nearest school (such as the "Gamble Rogers Recreation Area" or the "R.B. Hunt Recreation Area") and shall explicitly state on all signs erected for recreational improvements on SCHOOL BOARD property that same was "constructed on St. Johns County School Board property".

8. INDEMNIFICATION

a. To the extent permitted by Florida law, the COUNTY shall hold the SCHOOL

BOARD harmless for any injuries or damages that do not result from negligence by the SCHOOL BOARD or its employees that arise out of the use by the COUNTY of the SCHOOL BOARD property covered by this Agreement and will defend any such claims for injuries or damages, even if such claims be groundless or fraudulent, except that the COUNTY's liability in such shall not exceed the limitations set forth in Section 768.28, *Florida Statutes*, as it now exists or as it may be amended from time to time.

b. To the extent permitted by Florida law, the SCHOOL BOARD shall hold the COUNTY harmless for any injuries of damages that do not result from negligence by the COUNTY or its employees that arise out of the use by the SCHOOL BOARD of the COUNTY property covered by this Agreement and will defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that the SCHOOL BOARD's liability in such cases shall not exceed the limitations set forth in Section 768.28, *Florida Statutes*, as it now exists or as it may be amended from time to time.

9. DEFAULT

In the event either party fails to perform any of its obligations hereunder (the "default"), the non-defaulting party shall deliver written notice thereof to such party specifying the nature of the default with reasonable detail. Upon receipt thereof, the defaulting party shall immediately correct any such default. In the event either party fails to correct a default after receiving three (3) written notices, then the non-defaulting party may immediately and unilaterally terminate this Agreement with respect to that property and expressly does not have to provide an additional 3 months prior written notice of termination as described elsewhere in this Agreement.

10. NO WAIVER

The failure or refusal to enforce any term or condition stated in this Agreement shall not constitute a waiver thereof, or the right to enforce any term or condition in the future.

11. AMENDMENT; TERMINATION

a. This Agreement may be amended at any time by mutual written agreement executed by both the School District's Executive Director of Facilities and Operations on behalf of the

SCHOOL BOARD and by the County Director for the Department of Recreation and Parks on behalf of the COUNTY.

b. Either party shall have the right to terminate this Agreement at will unilaterally by providing at least three (3) months prior written notice of termination to the non-terminating party.

12. RESTORATION OF PROPERTIES UPON TERMINATION

a. Upon the termination of this Agreement by either party, or the deletion of any property from Schedule "A", the SCHOOL BOARD, at its option, may keep any or all of the improvements and equipment constructed or installed by the COUNTY on SCHOOL BOARD property or the property deleted from Schedule "A", whichever is applicable, and the COUNTY shall convey its rights, title and interest in the improvements and equipment "as is" with no warranties as to merchantability or fitness to the SCHOOL BOARD, or the SCHOOL BOARD may require the COUNTY to demolish and remove the improvements and equipment constructed or installed by COUNTY on SCHOOL BOARD property and return the property or the property deleted from Schedule "A", whichever is applicable, as completely as practicable to its original condition prior to the installation of the improvements and equipment.

b. Upon the termination of this Agreement by either party, or the deletion of any property from Schedule "B", the COUNTY, at its option, may keep any or all of the improvements and equipment constructed or installed by the SCHOOL BOARD on COUNTY property or the property deleted from Schedule "B", whichever is applicable, and the SCHOOL BOARD shall convey its rights, title and interest in the improvements and equipment "as is" with no warranties as to merchantability or fitness to the COUNTY, or the COUNTY may require the SCHOOL BOARD to demolish and remove the improvements and equipment constructed or installed by SCHOOL BOARD and return the COUNTY property or the property deleted from Schedule "B", whichever is applicable, as completely as practicable to its original condition prior to the installation of the improvements and equipment.

13. NOTICES

All notices required under this Agreement shall be made in writing and served upon COUNTY by registered or certified mail, return receipt requested, addressed to the Director of the Department of Recreation and Parks, 2175 Mizell Road, St. Augustine, Florida 32080 or served upon SCHOOL BOARD by registered or certified mail, return receipt requested, addressed to Executive Director for Facilities and Operations, 40 Orange Street, St. Augustine, Florida 32084.

14. NON-EXCLUSIVE USE

The parties expressly acknowledge that the joint use contemplated by this Agreement is not an exclusive use. The owner of any particular property shall be entitled to continue using its property in any reasonable manner and may contract with third parties for use of their property in the owner's discretion.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for the uses expressed therein the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Attest:

By: _____

Cyndi Stevenson
Chair

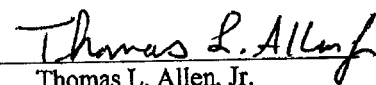
Date: _____

"COUNTY"

THE SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA


Attest:

By: _____


Thomas L. Allen, Jr.
Chairman

Date: _____

2-10-09
"SCHOOL BOARD"

Schedule "A"

Crookshank Elementary (K-5)
1455 N. Whitney Street
St. Augustine, FL 32084-2475

Cunningham Creek Elementary (K-5)
1205 Roberts Road
St. Johns, FL 32259-8927

Durbin Creek Elementary (K-5)
4100 Race Track Road
St. Johns, FL 32259-2083

Fruit Cove Middle (6-8)
3180 Race Track Road
St. Johns, FL 32259-2009

W. D. Hartley Elementary (K-5)
260 Cacique Drive
St. Augustine, FL 32086-8827

Hickory Creek Elementary (K-5)
235 Hickory Creek Trail
St. Johns, FL 32259-8368

R. B. Hunt Elementary (K-5)
125 Magnolia Drive
St. Augustine, FL 32080-4684

Julington Creek Elementary (K-5)
2316 Race Track Road
St. Johns, FL 32259-4227

Ketterlinus Elementary (K-5)
67 Orange Street
St. Augustine, FL 32084-3565

Alice B. Landrum Middle (6-8)
230 Landrum Lane
Ponte Vedra Beach, FL 32082-3825

Liberty Pines Academy (K-8)
10901 Russell Sampson Road
St. Johns, FL 32259

Otis A. Mason Elementary (K-5)
207 Mason Manatee Way
St. Augustine, FL 32086-9373

Mill Creek Elementary (K-5)
3750 International Golf Parkway
St. Augustine, FL 32092-0665

Murray Middle (6-8)
150 N. Holmes Blvd.
St. Augustine, FL 32085-2485

Ocean Palms Elementary (K-5)
355 Landrum Lane
Ponte Vedra Beach, FL 32082-3828

Osceola Elementary (K-5)
1605 Osceola Elementary Road
St. Augustine, FL 32084-0968

Pacetti Bay Middle (6-8)
245 Meadowlark Lane
St. Augustine, FL 32092-3467

Ponte Vedra-Palm Valley/
Rawlings Elementary (K-5)
630 A1A North
Ponte Vedra Beach, FL 32082-2746

Gamble Rogers Middle (6-8)
6250 U. S. Highway 1 South
St. Augustine, FL 32086-7685

Sebastian Middle (6-8)
2955 Lewis Speedway
St. Augustine, FL 32084-8631

South Woods Elementary (K-5)
4750 State Road 206 West
Elkton, FL 32033-3608

Switzerland Point Middle (6-8)
777 Greenbriar Road
St. Johns, FL 32259-8336

Timberlin Creek Elementary (K-5)
5555 Pine Tree Lane
St. Augustine, FL 32092-3027

Wards Creek Elementary (K-5)
6555 State Road 16
St. Augustine, FL 32092-2110

Schedule "B"

Parks

Aberdeen Park	1401 Shetland Drive	32259
Al Wilkie Park	6140 Main Street, Hastings	32145
Alpine Groves Park	2060 SR 13(610 Swiss Ln)	32259
Armstrong Field Park	4950 Harvey Ave.	32033
Beluthahatchee Park	1523 SR13 N	32259
Bird Island Park (Ponte Vedra Library Park)	101 Library Blvd	32082
Butler Park East	5860 A1A S	32080
Butler Park West	399 Riverside Blvd	32080
Calvin Peete Park	10 North Holmes Blvd.	32084
Canopy Shores Park	Shores Blvd & Christina Dr	32086
Chase Field	545 West King Street	32084
Cornerstone Park	1046 A1A North	32082
Crescent Beach Park	6930 A1A South/Cubbedge Rd.	32080
Davis Park	2455 Palm Valley Rd.	32082
DeLeon Shores Park	9 Dolphin Blvd. E.	32082
Durbin Crossing Park	345 Islesbrook Parkway	32259
Eddie Vickers Park	399 Riberia Street	32084
Equestrian Center	8200 Smith Rd	32145
Flagler Estates Park	Oliver Road	32145
Francis Field	27 Castillo Drive	32084
Galimore Center	399 Riberia Street	32084
Golf Course	4900 Cypress Links Blvd	32033
Hastings Gym	400 E Harris St., Hastings	32145
Hastings Rec Center	6140 S Main St., Hastings	32145
Helen Mellon Schmidt Park (Rattlesnake Island)	9200 A1A S at Summer Haven	32080
Joe Pomar Park	1600 Masters Drive	32084
Julington Creek Plantation	3060 Racetrack Road	32259
Ketterlinus Gym	60 Orange Street	32084
Lighthouse Park	442 Ocean Vista Ave.	32080
Micklers Beachfront Park	1109 ½ Ponte Vedra Blvd.	32082
Mills Field	1805 Racetrack Road	32259
Moultrie Bluff	Shore Dr	32086
Nease Beachfront Park	3171 Coastal Highway	32084
North Beach Park (Villages of Vilano)	3721 Coastal Highway	32084
North Shore Park	120 Meadow Ave.	32084
Oliver Road Park	9970 Oliver Rd	32145
Palencia Park	380 Palencia Village Dr	32095
Ponte Vedra Library Park (Bird Island Park)	101 Library Blvd	32082
Rattlesnake Island (Helen Mellon Schmidt Park)	9200 A1A S at Summer Haven	32080
Riverdale Park	980 CR 13 S	32092
Ron Parker Park	607 Old Beach Road	32080
SJC Library	1960 Ponce de Leon Blvd (San Carlos & US1)	32084
South Ponte Vedra Park	Ponte Vedra Blvd South	32082
Southeast Intracoastal Park	8295 A1A South	32080
St. Augustine Amphitheater	1340 A1A South	32080
St. Augustine South Park	Shore Drive	32086
St. Augustine So. Tot Lot	709 Royal Road	32086
St. Johns County Ocean Pier & Courts	350 A1A Beach Blvd	32080
St. Johns County Fairgrounds	5840 SR 207	32033
Surfside Park	3070 Coastal hwy.	32084

Switzerland Fire Station	2059 SR 13 N	32092
Tocoi Junction Park	CR 214	32092
Treaty Park	1595 Wildwood Drive	32086
Trout Creek Park	6795 Collier Road	32092
Turnbull Park	4815 SR 16	32092
Usina Greenway	Vilano Causeway & Beachcomber's Way	32084
Vaill Point/Moultrie Creek	630 Vaill Point Road	32086
Vermont Heights Park	4235 Maine Ave.	32033
Veterans Park	1332 CR 223(Veterans Parkway)	32259
Villages of Vilano (N Beach Park)	3721 Coastal Hwy.	32084
Vilano Beach Pavilion	2752 Anahma Dr	32084
Windswept Acres	5385 A1A S	32080

Fishing Piers & Boat Ramps

Boating Club Road	North of Vilano on A1A	32084
Butler West	South of St. Augustine Beach on A1A	32080
Deep Creek Boat Landing	SR 207	32033
Doug Crane Boat Ramp	1039 Shore Drive	32086
Durbin Creek Canoe Launch	Racetrack Road	32095
Ft. Matanzas Fishing Pier	Matanzas Bridge, South of CR 206	32080
Green Road & Walkover	South of SR206 on A1A	32080
Jack Wright Island	SR 13, Orangedale	32095
Old Shands Bridge Fishing	SR 16A & SR13	32259
Palm Valley	East side of Palm Valley Bridge	32082
Palmetto Road	South of St. Augustine Beach on A1A	32080
Palmo Road	8550 Palmo Fish Camp Rd	32092
Riverdale Park Boat Ramp	980 CR 13	32095
Spyglass Walkover & parking lot	8202 A1A South	32080
St. Augustine So Boat Ramp	Shore Drive	32086
St. Augustine So Linear Trails	Shore Drive	32086
St. Johns County Fishing Pier	350 A1A Beach Blvd	32080
Usina Boat Ramp	605 Euclid Ave	32084
Vilano Beach Fishing Pier	260 Vilano Road	32084
Vilano Boat Ramp	101 Vilano Causeway	32084

Miscellaneous

Beach Walkover at Spy Glass	8202 A1A South	32080
Little League Complex	1470 Osceola Elementary Road	32084
West Augustine District Park	1300 Duval Street	32084
The Players Community Center	175 Landrum Lane	32082

Schedule "C"

PROPERTY: _____

DATE: _____

SCHOOL DISTRICT & COUNTY RIDER

THIS RIDER to the Joint Use Agreement dated _____ (the "Joint Use Agreement"), between the Board of County Commissioners of St. Johns County, Florida (the "COUNTY"), and The School Board for St. Johns County, Florida (the "SCHOOL BOARD"). Upon signature by representatives of both parties, this Rider shall be incorporated into and considered part of the Joint Use Agreement. By signing below, the parties also expressly acknowledge they have received a full copy of the Joint Use Agreement and accept its terms.

Terms and Conditions:

1. Description of the specific area of the Property designated for use (attach a diagram to clarify):

2. Description of improvements to be made or equipment installed, if any, with exact locations (attach diagram or site plan if available):

3. Dates/hours permitted for use are:

4. Plan for on-going cleanup & maintenance of the Property and improvements:

SCHOOL BOARD:

COUNTY:

SCHOOL PRINCIPAL

PARKS AND RECREATION

Authorized Contact

Authorized Contact

Name: _____

Name: _____

Phone #: _____

Phone #: _____

Schedule "D"

PROPERTY: _____

DATE: _____

THIRD PARTY RIDER

THIS RIDER to the Joint Use Agreement dated _____ (the "Joint Use Agreement"), between the Board of County Commissioners of St. Johns County, Florida (the "COUNTY"), and The School Board for St. Johns County, Florida (the "SCHOOL BOARD"). This RIDER shall set forth the parameters for use by a THIRD PARTY of properties included in the Joint Use Agreement. Upon signature by representatives of both the COUNTY and the THIRD PARTY, and approval by the School Principal affected, this Rider shall be incorporated into and considered part of the Joint Use Agreement. By signing below, the parties also expressly acknowledge they have received a full copy of the Joint Use Agreement and accept its terms.

Terms and Conditions:

1. Description of the specific area of the Property designated for use (attach a diagram to clarify):

2. Description of improvements to be made or equipment installed, if any, with exact locations (attach diagram or site plan if available):

3. Dates/hours permitted for use are:

4. Plan for on-going cleanup & maintenance of the Property and improvements:

5. Amount to be paid, if any, for any increased operating/utility expense or usage fee:

6. Proof of liability insurance:

THIRD PARTY:

COUNTY:

Organization: _____

_____ PARKS AND RECREATION

Authorized Contact

Authorized Contact

Name: _____

Name: _____

Phone #: _____

Phone #: _____

School Principal

Approval []

Disapproval []

_____ (Initials)