

MEMORANDUM OF AGREEMENT
between
NATIONAL PARK SERVICE
and
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
and
CITY OF JACKSONVILLE, DEPARTMENT OF PARKS, RECREATION AND
ENTERTAINMENT

for

THE COOPERATIVE MANAGEMENT OF THE TIMUCUAN ECOLOGICAL AND
HISTORIC PRESERVE, THE TALBOT ISLANDS STATE PARKS, AND
ADJACENT CITY OF JACKSONVILLE PARKS

THIS MEMORANDUM OF AGREEMENT, hereinafter "this Agreement," is made and entered into this first (1) day of December 1999, by and between the STATE OF FLORIDA, Department of Environmental Protection, acting through the Division of Recreation and Parks, hereinafter called "DRP," and the CITY OF JACKSONVILLE, acting through the Department of Parks, Recreation, and Entertainment, hereinafter called "COJ," and the UNITED STATES OF AMERICA, acting through the National Park Service, hereinafter called "NPS," hereinafter collectively called "the Parties" or individually "Party."

ARTICLE I - BACKGROUND AND AUTHORITIES

WHEREAS, there is a large area of park lands in northeast Florida, hereinafter called the "Cooperative Zone;" and

WHEREAS, the Parties are the three primary land managers in the Cooperative Zone; and

WHEREAS, public recreation is part of the mission of each Party, and the Parties, acting in concert under this Agreement, wish to offer the public a broader spectrum of services than any one agency in the "Cooperative Zone" currently can provide acting alone; and

WHEREAS, the Cooperative Zone, is being created to help the Parties cooperatively manage the lands therein, to provide complementing services so as to avoid duplication of effort and expense, and to combine their marketing resources, thereby creating a synergy that will broaden and enhance public use; and

WHEREAS, the Parties anticipate that such cooperative management will provide greater protection of the non-renewable, archaeological, historical, and natural resources of the Cooperative Zone for the enjoyment of present and future generations; and

WHEREAS, pursuant to the provisions of ss. 253.034, 258.004 and 258.007, Florida Statutes, DRP may enter into interagency agreements to cooperate in management of lands in the State Park System; and

WHEREAS, the NPS is authorized by Public Law 105-39, the National Parks Omnibus Management Act of 1998, as codified in part at 16 U.S.C. Section 1a-2(l)(1), to "enter into an agreements with a State or local government agency to provide for the cooperative management of the Federal and State or local park areas" when "a unit of the National Park System is located adjacent to or near a State or local park area, and cooperative management...will allow for more effective and efficient management of the parks;" and

WHEREAS, the DRP, the COJ, and the NPS desire to enter into an agreement to provide for cooperative management of DRP, COJ, and NPS lands within the Cooperative Zone.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto do hereby covenant and agree as follows:

ARTICLE II - STATEMENT OF OBJECTIVES

1. **PROMOTION** - The parties will agree upon a name for the area identified as the Cooperative Zone and develop a marketing plan, which will maintain each agency's identity while promoting the combined properties to the public as one larger entity.
2. **PLANNING** - To the extent practicable, Cooperative Zone planning will be jointly produced and reviewed. Ongoing planning efforts will accommodate the participation of DRP, COJ, and NPS, together. Existing plans will serve as current direction, pending their revision or replacement. The agencies shall cooperatively review non-Cooperative Zone plans that affect Cooperative Zone interests.

3. **COORDINATION: STAFF LIASON** - DRP, COJ, and NPS shall each designate a staff liaison for purposes of discussing and resolving coordination matters. Agency heads or their designees will resolve substantive issues, including issues not resolved at the liaison level.
4. **OPERATING PROCEDURES** - DRP, COJ, and NPS, to ensure accomplishments of Cooperative Zone activities, may jointly develop operating procedures and standards.
5. **RESOURCE SHARING** - To the extent practicable, DRP, COJ, and NPS, mutually agree to commit staff, equipment and facilities assigned to the Cooperative Zone for the common protection of all resources contained within the Cooperative Zone, as well as for the appropriate enjoyment and appreciation of the same by the public.
6. **MANAGEMENT APPROACH** - DRP, COJ, and NPS shall explore cooperative operations and efficiencies to promote the effective implementation of Cooperative Zone management.
7. **WORK PLAN** - DRP, COJ, and NPS will work cooperatively to prepare an annual work plan that identifies common projects. The work plan will contain specific goals, actions and target completion dates, to be incorporated into the goals and objectives of the responsible DRP, COJ, and NPS managers.

ARTICLE III - TERM OF AGREEMENT

This Memorandum of Agreement hereby made shall terminate five (5) years from the effective date hereof, unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provision of this agreement or of any applicable Federal or State law or City Ordinance. This agreement may be renewed for additional five (5) year periods, and may otherwise be amended by the mutual written agreement of all Parties. The effective date of this agreement shall be the date when all appropriate signatures are obtained.

ARTICLE IV - KEY OFFICIALS

Superintendent
Timucuan Ecological and Historic Preserve
13165 Mt. Pleasant Road
Jacksonville, Florida 32225

Regional Director
National Park Service
Southeast Regional Office
Atlanta Federal Center – 1924 Building
100 Alabama St. S.W.
Atlanta, GA 30303

Park Manager
Talbot Islands State Parks
12157 Heckscher Drive
Jacksonville, FL 32226

Director
Florida Division of Recreation and Parks
3900 Commonwealth Blvd. Mail Station 500
Tallahassee, FL 32399-9958

Director, Parks, Recreation, and Entertainment
City of Jacksonville
851 N. Market Street
Jacksonville, FL 32202

Mayor
City of Jacksonville
117 West Duval Street, Suite 400
Jacksonville, FL 32202

ARTICLE V – EXPENSES

Nothing in this agreement shall be construed as obligating DRP, COJ, or NPS to expend any funds. The future commitment of funds, if any, made in furtherance of this Memorandum of Agreement shall be authorized a Cooperative Agreement which is a separate instrument.

ARTICLE VI – REPORTS

A one-year work plan for cooperative management activities in the Cooperative Zone will be submitted for final approval to the NPS Regional Director, the Division of Recreation and Parks Director, and the City of Jacksonville no later than 120 days from the signing of this Memorandum of Agreement and annually thereafter. A status report on progress and accomplishments will be submitted to the DRP, COJ, and NPS on a six-month basis.

At the end of the first three years from the effective date of this Memorandum of Agreement, the Parties will submit an analysis of the overall success of this Agreement and any modifications needed to improve the effort.

ARTICLE VII - PROPERTY UTILIZATION AND DISPOSITION

Any tools, equipment, material or other property supplied by an agency for use in the Cooperative Zone shall remain the property of that agency. Such property shall be returned to the appropriate agency within sixty (60) days of the expiration or termination of this Agreement.

ARTICLE VIII - TERMINATION

Any Party may terminate its participation in this Memorandum of Agreement by providing sixty days written notice to the other Parties.

ARTICLE IX - LIABILITY

With regard to the performance of this Agreement, each Party shall be fully responsible for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.

To the extent work is to be provided by nongovernmental entities or persons, on NPS property, the Parties will require when practicable such entity or person to procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. Other minimum limitations may be set as deemed appropriate under the given circumstances. Further, when it is deemed appropriate, such policies shall name the United States and/or any of the other Parties as an additional insured.

ARTICLE X - ADVERTISING AND ENDORSEMENT

With regard to this Agreement, the Parties and their employees, agents, representatives, designees, contractors, and subcontractors shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, movies, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau,

or Government employee endorsement of a product, service, or position which a non-Party, including without limitation, any commercial entity or for-profit or non-profit organization, represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of any Party or non-Party to be superior to other products or services.

ARTICLE XI – PUBLICATIONS OF RESULTS OF STUDIES

No Party shall unilaterally publish a joint publication without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those Parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any Party may publish data after due notice and submission of the proposed manuscripts to the other Parties. In such instances, the Party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – REQUIRED CLAUSES

1. Civil Rights

During the performance of this agreement, the Parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

2. Officials Not to Benefit

No member or delegate to Congress or resident commissioner or State and locally elected officials shall be admitted to any share part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

3. Sovereign Immunity

Each Party shall be responsible for the acts of its own agency and all officials, employees, agents, or representatives thereof. Nothing herein is intended to waive or alter any Party's sovereign immunity as provided by law.

4. Management Authority

Each Party retains full authority and control over management of its own lands. If a dispute arises, it is understood that the agency which owns the lands in question shall make the final determination as to what uses may be lawfully made of its property.

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this Memorandum of Agreement.



Date 12/1/99

Superintendent
Timucuan Ecological and Historic Preserve
National Park Service



Date 12/27/99

Park Manager
Talbot Islands GEO Park
Florida Division of Recreation & Parks

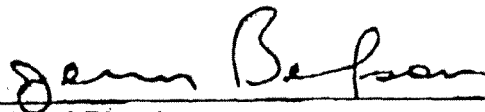


Date 12/30/99

Director, Parks, Recreation and Entertainment
City of Jacksonville


1443GA5310A0001
Management Agreement
Timucuan Preserve
Talbot Island Parks
City of Jacksonville

I concur.



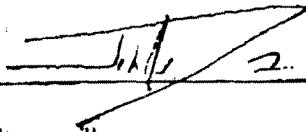
Date 12/3/99

Regional Director
Southeast Region
National Park Service



Date 12/28/99

Director
Florida Division of Recreation & Parks



Date 12/10/99

Mayor
City of Jacksonville

RENEWAL

THIS RENEWAL is made this 15th day of Novemb., 2004 by and between the STATE OF FLORIDA, Department of Environmental Protection, acting through the Division of Recreation and Parks, hereinafter called "DRP," and the CITY OF JACKSONVILLE, acting through the Department of Parks, Recreation, and Entertainment, hereinafter called "COJ," and the UNITED STATES OF AMERICA, acting through the National Park Service, hereinafter called "NPS," hereinafter collectively called "the Parties" or individually "Party."

RECITALS

A. The Parties entered into that certain non-binding Memorandum of Agreement dated December 1, 1999 for cooperative management of the Cooperative Zone as described therein.

B. The non-binding Memorandum of Agreement may be extended by the mutual written agreement of the Parties for an additional five (5) years.

C. The Parties desire to extend the non-binding Memorandum of Agreement.

NOW THEREFORE, for and consideration of the premises, and other good and valuable consideration, the Parties agree as follows:

1. The non-binding Memorandum of Agreement between the Parties dated December 1, 1999, a copy of which is attached hereto and made a part hereof, for the cooperative management of the Cooperative Zone, is hereby renewed for an additional five (5) year period.

IN WITNESS WHEREOF, the Parties hereto have executed this Renewal on the day and year set forth above.

APPROVED AS TO
FORM & LEGALITY

[Signature]
DEPARTMENT ATTORNEY

STATE OF FLORIDA,
Department of Environmental Protection,
acting through the Division of Recreation and
Parks

By: *[Signature]*
Print Name: Donald V. Forgiare
Title: District Manager PPS

CITY OF JACKSONVILLE

Attest:

[Signature]
Print Name: Neill W. McArthur, Jr.
Title: Corporation Secretary

By: *[Signature]*
Print Name: John Peyton
Title: MAYOR



Daniel A. Kleman
Chief Operating Officer
For: Mayor John Peyton
Under Authority of
Executive Order No. 04-03

UNITED STATES OF AMERICA, acting
through the National Park Service

By: Patricia A. Hooks
Print Name: PATRICIA A. HOOKS
Title: SOUTHEAST REGIONAL DIRECTOR

G:\Gov't Operations\SHOWARD\Parks & Rec\Renewal

FORM APPROVED

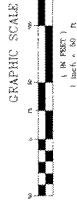
By: [Signature]
Office of General Counsel

SPECIFIC PURPOSE SURVEY OF:

PARCEL A.
 A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST WITH DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE LINE COMMON TO THE EASTERLY LINE OF SAID SECTION 26 AND THE WESTERLY LINE OF SECTION 25, SAID
 WAY LINE OF HECKSCHER DRIVE ALSO KNOWN AS STATE ROAD NO. 105 (A 400 FOOT RIGHT OF WAY), THENCE NORTH 37°31'30" WEST, ALONG SAID NORTHERLY RIGHT OF WAY 141.07 FEET TO THE POINT OF BEGINNING THENCE NORTH 55°54'32" EAST, 17.00 FEET, THENCE NORTH 34°01'51" WEST, 14.00 FEET, THENCE SOUTH 55°54'32" WEST, 17.00 FEET, THENCE SOUTH 34°01'51" EAST, 14.00 FEET
 TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED PARCEL CONTAINS 238 SQUARE FEET MORE OR LESS

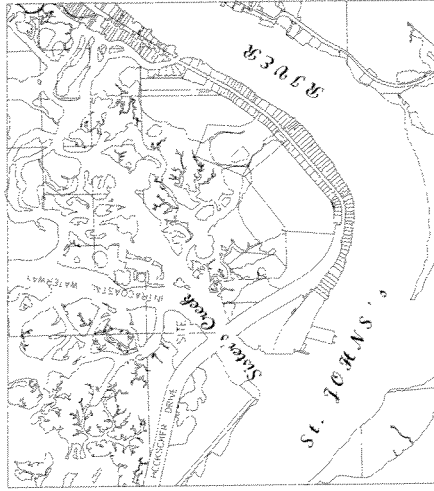
PARCEL B.
 A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE LINE COMMON TO THE EASTERLY LINE OF SAID SECTION 26 AND THE WESTERLY LINE OF SECTION 25, SAID
 WAY LINE OF HECKSCHER DRIVE ALSO KNOWN AS STATE ROAD NO. 105 (A 400 FOOT RIGHT OF WAY), THENCE NORTH 37°31'30" WEST, ALONG SAID NORTHERLY RIGHT OF WAY 246.48 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 36°15'45" EAST, 12.68 FEET, THENCE SOUTH 36°15'45" WEST, 12.68 FEET, THENCE SOUTH 53°51'49" WEST, 77.18 FEET, THENCE NORTH 53°51'49" WEST, 77.18 FEET, THENCE NORTH 36°08'11" WEST,
 10.00 FEET, THENCE NORTH 53°51'49" EAST, 65.00 FEET, THENCE NORTH 36°08'11" WEST, 36.28 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED PARCEL CONTAINS 1213 SQUARE FEET MORE OR LESS

OFFICIAL RECORDS 8597, PAGE 1105



NOTES

- 1 THIS IS A REFEEDER BRANCH LINE TO SHOW LEASE AREA PARCELS FOR CLIENTS ONLY.
- 2 A BEARING OF N. 37°31'30" W. WAS BASED ON SURVEY COMPLETED BY ABC SURVING AND MAPPING, INC. DATED 3-22-97, JOB NO. 97-03-02 ON FILE WITH THE CITY OF JACKSONVILLE (GEOGRAPHIC SECTION).
- 3 THE SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT AND RESTRICTIONS OF OTHERS, MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
- 4 INTERIOR IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.



VICINITY MAP
(NOT TO SCALE)

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT AND RESTRICTIONS OF OTHERS, MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.

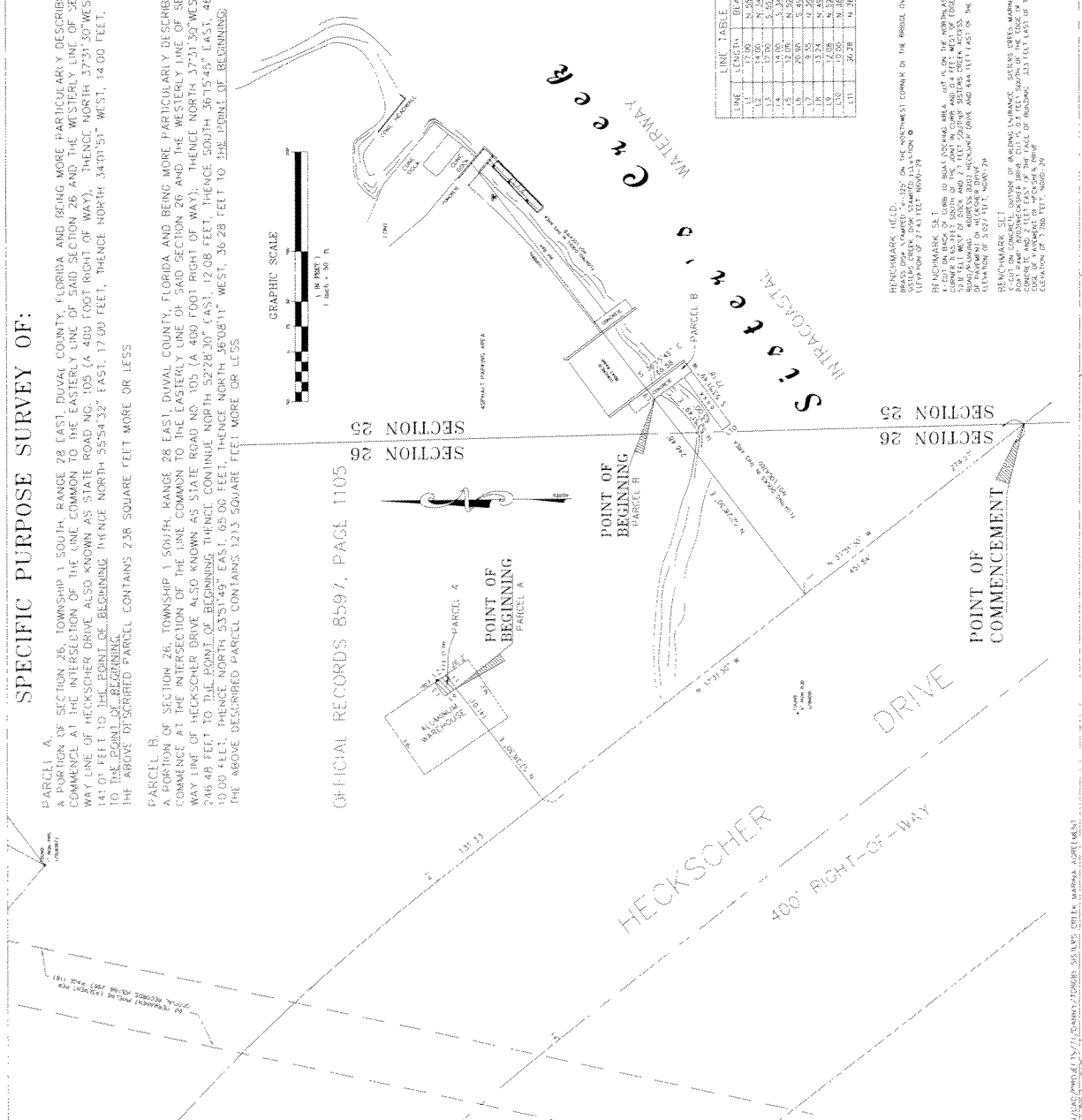
THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT AND RESTRICTIONS OF OTHERS, MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.

LINE	LENGTH	BEARING
1.1	14.00	N. 34°01'51" W.
1.2	14.00	N. 34°01'51" W.
1.3	17.00	S. 55°54'32" W.
1.4	17.00	S. 55°54'32" W.
1.5	12.68	N. 36°15'45" E.
1.6	20.95	S. 45°28'01" W.
1.7	8.50	N. 29°55'09" E.
1.8	12.68	N. 36°15'45" E.
1.9	12.68	N. 36°15'45" E.
1.10	10.00	N. 53°51'49" W.
1.11	36.28	N. 36°08'11" W.

REMARKS: FIELD NOTES ON THE WESTERN CORNER OF THE BRIDGE OVER HECKSCHER DRIVE AT INTERSECTION WITH STATE ROAD NO. 105 (A 400 FOOT RIGHT OF WAY) LOCATION OF 27°31'30" WEST.

REMARKS: THE POINT OF BEGINNING OF THE SURVEY IS ON THE WESTERLY LINE OF HECKSCHER DRIVE (A 400 FOOT RIGHT OF WAY) AND IS 141.07 FEET WEST OF THE POINT OF BEGINNING OF THE SURVEY. THE POINT OF BEGINNING OF THE SURVEY IS ON THE WESTERLY LINE OF HECKSCHER DRIVE (A 400 FOOT RIGHT OF WAY) AND IS 141.07 FEET WEST OF THE POINT OF BEGINNING OF THE SURVEY.

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DATE OF SURVEY: 03-22-97
 SURVEYOR: J. B. WELLS
 PROJECT NAME: HECKSCHERS MARINA
 JOB NO.: 97-03-02
 SHEET NO.: 11 OF 12

CITY OF JACKSONVILLE
 ENGINEERING DIVISION
 214 N. HIGHWAY STREET
 JACKSONVILLE, FL 32202

CLIENT: HECKSCHERS MARINA
 PROJECT: HECKSCHERS MARINA
 SHEET NO.: 11 OF 12

DATE: 03-22-97
 SCALE: 1"=50'