

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), made and entered into this 22<sup>nd</sup> day of MAY, 2015, by and between the City of Jacksonville, a municipal corporation, hereinafter referred to as “City” and THE SCHOOL BOARD OF DUVAL COUNTY, a body politic and corporate, hereinafter referred to as “DCSB”.

WITNESSETH:

WHEREAS, the City and DCSB have entered into a Joint Use Agreement dated January 20, 1998 and was subsequently amended by a First Amendment dated January 22, 2002 (collectively the “Agreement”) allowing the City and DCSB to jointly use certain DCSB property and certain City property more particularly described herein for recreational and educational purposes in accordance with said Agreement and the limitations set forth therein;

WHEREAS, the Agreement requires the parties to enter into a Memorandum of Understanding for each DCSB property and City property setting forth in detail the extent of the use to be made of each property;

WHEREAS, the City and DCSB have authorized the Director, Department of Parks, Recreation and Community Services and Assistant Superintendent of Operations to execute all Memoranda of Understanding and amendments thereto, on behalf of the City and DCSB, respectively;

WHEREAS, the parties desire to enter into this Memorandum to set forth the terms and conditions necessary by the parties to ensure the jointly used property is well maintained and operated.

NOW THEREFORE, the parties in consideration of the foregoing and the mutual promise and covenants herein, agree as follows:

Section 1. Use. The city shall have the right to use jointly with DCSB the area designated on the site plan attached hereto as Exhibit A and made a part hereof (the “Property”) at Landon Middle School No. 31 for educational and recreational purposes only. The City shall

have the right to use the Property for the purposes stated herein at the times set forth in Exhibit A.

Section 2. Improvements. The City may install the improvements listed on Exhibit A (the "Improvements"). DCSB shall fund and provide design services only for the initial drainage improvements to the area as delineated in Exhibit A. The City shall fund drainage improvements up to \$75,000 within the area designated in Exhibit A.

Section 3. Maintenance of Improvements and Property. The DCSB will, at its sole cost and expense, own and maintain the drainage improvements made by the City. The City at its sole cost and expense, will provide at least weekly litter control during its use of the designated area and will provide more frequent clean-ups based on level of use. The city will provide and maintain two trash receptacles and two doggie stations and replenish doggie station waste bags for the joint use area. The City will provide for the emptying of the trash receptacles during the school break in the summer. If the City use of the playfield results in extraordinary wear and tear to the field as concluded by both parties, the City shall assist DCSB with the maintenance costs of the playfield.

Section 4. Title of Improvements. DCSB, at its option, may keep any or all of the Improvements installed by City on the Property and the City shall convey its rights, title and interest in the Improvements "as is" with no warranties as to merchantability or fitness to the DCSB.

Section 5. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning August 1, 2015 and shall continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

Section 6. Notices. All notices required under this Memorandum shall be made in writing and served upon City by registered or certified mail, return receipt requested, addressed to Director, Department of Parks, Recreation and Community Services Department, 214 N. Hogan Street, Jacksonville Florida 32202-2798 and served upon DCSB by registered or certified mail, return receipt requested, addressed to Assistant Superintendent of Operations, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to Principal, Landon Middle School No. 31, located at 1819 Thacker Avenue, Jacksonville, FL 32207

Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Community


Services and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City and DCSB, respectively.

Section 8. Association Use of Property. The City may allow associations, groups or individuals use of the Property for public purposes upon written agreement between City and the association, group or individual, in accordance with the terms and conditions of the Joint Use Agreement. Any such written agreement between the City and the association, group or individuals must first be approved by the school principal, or his/her designee and the Assistant Superintendent of Operations. The DCSB may in its sole discretion deny such use.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By:  \_\_\_\_\_  
Assistant Superintendent of Operations

By:  \_\_\_\_\_  
Principal

CITY OF JACKSONVILLE

By:  \_\_\_\_\_  
Director, Parks, Recreation and Community Services Department

**EXHIBIT A**  
**Landon Middle School #31**  
**DCSB-COJ Joint Use Area**

**SITE PLAN**



**HOURS OF USE**

Public Use Hours After school hours 6pm-9pm (or dusk) and all day from dawn until dusk on Saturdays and Sundays.

**IMPROVEMENTS**

The City shall fund drainage improvements up to \$75,000 within the Joint Use Area. The city will provide two trash receptacles and two doggie stations.