

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 15th day of MARCH, 2017 (the "Effective Date"), by and between the CITY of Jacksonville, a municipal corporation, hereinafter referred to as "CITY" and DUVAL COUNTY SCHOOL BOARD, 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 (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 Service and Assistant Superintendent, 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 Twin Lakes Academy Middle School No. 253 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 improvements. All Improvements shall meet Florida Department of Education safety standards and be approved by DCSB in accordance with the Agreement. Improvements to be made as a part of this Memorandum of Understanding are listed in Exhibit B.

Section 3. Maintenance of Improvements and Property. The City will, at its sole cost and expense, maintain and/or repair any damages caused by the City's use of the Property. The City will provide daily litter control during its use of the designated area by providing one trash

receptacle for the joint use area and emptying the trash receptacle daily and during the school break in the spring, summer and winter. No dogs or other animals are permitted.

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 or DCSB may require the City to demolish and remove the Improvements on the Property and return the Property completely as practicable to its original condition prior to the installations of the Improvements.

Section 5. Memorandum Period and Termination. This Memorandum shall be effective as of the Effective Date 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 Service, 214 N. Hogan Street, Suite 400, Jacksonville Florida 32202, and served upon DCSB by registered or certified mail, return receipt requested, addressed to Assistant Superintendent, Operations, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to Principal, Twin Lakes Middle School No. 253, located at 8050 Point Meadows Drive, Jacksonville, FL 32256

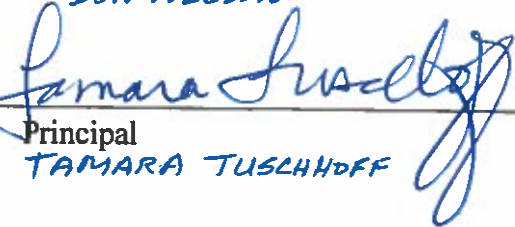
Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Community Service and the Assistant Superintendent Operations are authorized to execute any and all such amendments on behalf of the City and DCSB, 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 be approved by the school principal, or his/her designee. 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, Operations
DON NELSON

By: 
Principal
TAMARA TUSCHHOFF

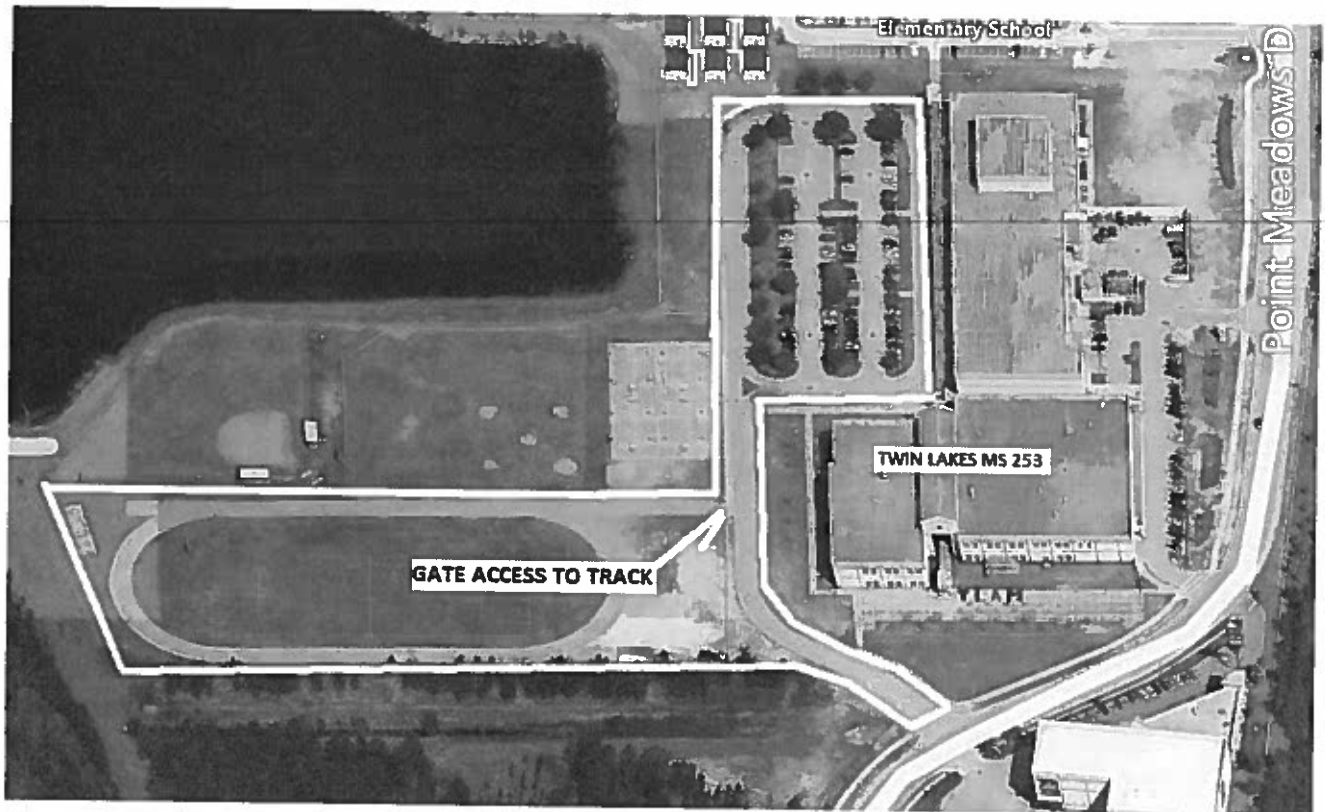
CITY OF JACKSONVILLE

By: 
Director, Department Parks Recreation
and Community Service

Exhibit A

Memorandum of Understanding Twin Lakes Academy Middle School No. 253

Track and Field Joint Use Site Plan



Public Use Hours - After School hours 6:15pm-9pm (or dusk) and all day from dawn until dusk on Saturdays and Sundays. The school shall have priority use of the joint use area.

The City of Jacksonville to have use of the existing track at the School for Public Use. The city will provide one trash receptacles for the joint use area. The City will provide for the emptying of the trash receptacles daily during the school break in the spring, summer and winter. No dogs or other animals permitted at any time.

Exhibit B
Memorandum of Understanding
Twin Lakes Academy Middle School No. 253
Track and Field Use

City Improvements

The following improvements are to be made by the City of Jacksonville as a condition of this Memorandum of Understanding;

1. 6-ft chain link fencing with gate between the basketball court and the track in the location as shown below.
2. Gate for pedestrian use at location as shown below.
3. Accessible sidewalk for a pedestrian walkway connection from the existing sidewalk to the running track in the location as shown below.

