

ALIMACANI ELEMNTARY

Name Of School

School No. 257

Landscaping and Irrigation

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 12 day of August, 1999 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 1/20/98 (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 Entertainment and Assistant Superintendent, Facilities Services 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 plat diagram or site plan attached hereto as Exhibit A and made a part hereof (the "Property") at ALIMACANI ELEM. SCHOOL for

(Name of School)

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 B, attached hereto and made a part hereof.

Section 2. Improvements. The City may install the improvements listed on Exhibit C; attached hereto and made part hereof (the "Improvements") at the locations set forth in Exhibit A. All Improvements shall meet Florida Department of Education safety standards.

Section 3. Utilities. (Check one)

- DCSB will not provide any utilities for use by the City on the Property.
- DCSB will provide the following utilities and City shall pay the Following amounts:

Water and sewer at \$ 0 per month

Electric at \$ 0 per month

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 for the period beginning 8/12/99 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 Entertainment, 851 N. Market Street, Jacksonville Florida 32202-2798 and served upon DCSB by registered or certified mail, return

receipt requested, addressed to Assistant Superintendent, Facilities Services, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to Pam Rogers

Name of Principal

At 2051 San Pablo Rd. Jacksonville FL 32224  
School Address

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 Entertainment 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 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: Michelle L. Holloway  
Assistant Superintendent,  
Facilities Services

By: Pamela Rogen  
Principal

CITY OF JACKSONVILLE

By: Dee J. Jagan   
8/7/01 Director, Department of Parks, Recreation  
and Entertainment

28 7-11-01

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EXHIBIT A

PLAT DIAGRAM OR SITE PLAN

ADMIN. NO.: 257  
 FACILITY NO.: 0145  
 PARCEL NO.: 152  
 TOTAL ACREAGE: 20  
 NET SQUARE FEET: 134,819  
 TOTAL STUDENT STNS.: 1,191

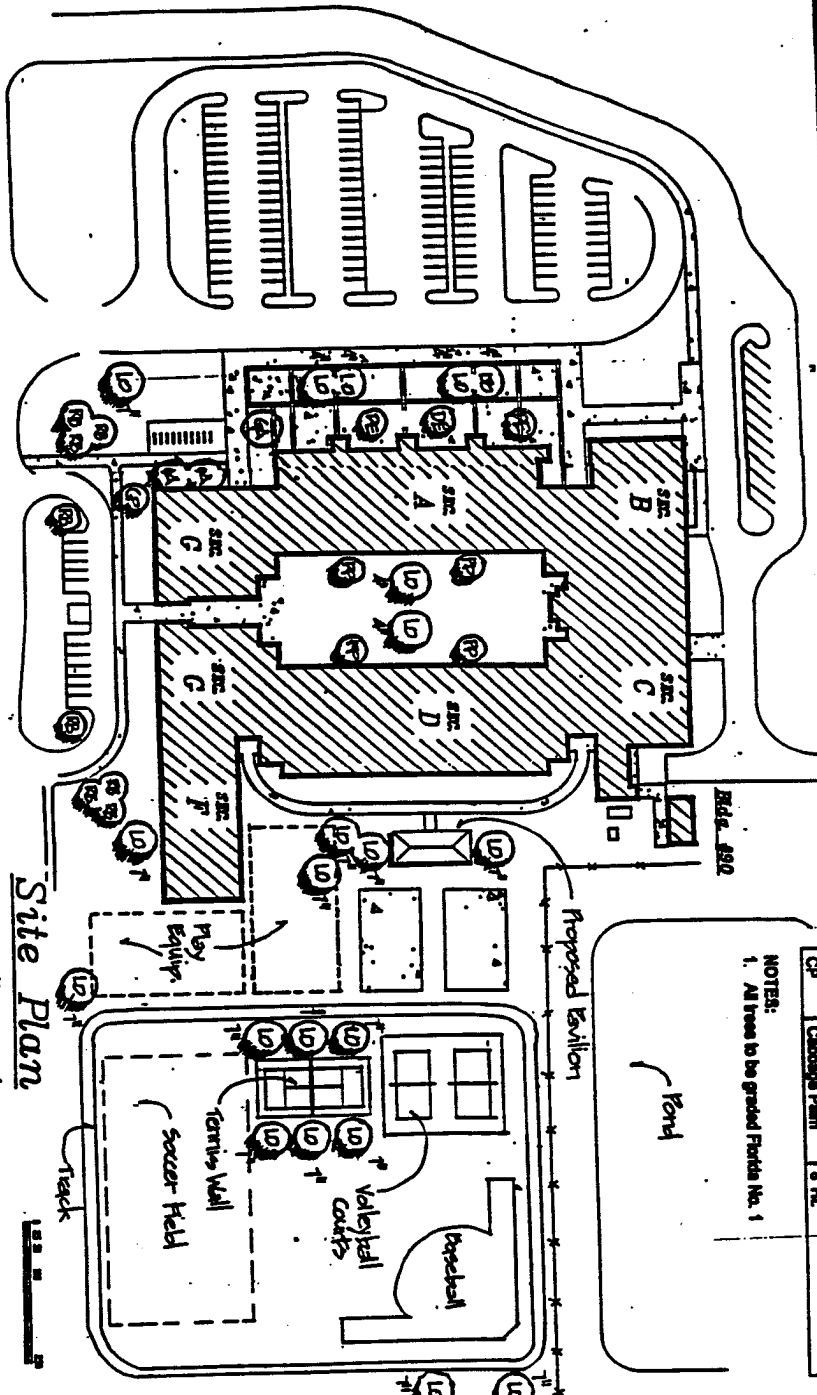
SAN PABLO ROAD

Scale: 1" = 100'

Site Plan

SHEET NO.

DRAWN BY: BRUCE O'DOWD  
 DATE: 2/20/96



KEY	PLANT SCHEDULE	DESCRIPTION
LO 1"	Laurd Oak	7' Caliper
LO 2"	Laurd Oak	4' Caliper
PP	Pinho Palm	5-8' Height
RIB	River Birch	3 Trunks @ 10-12" H.
GA	Green Ash	Transparent 4' Caliper
CP	Carabage Palm	8' H.

NOTES:  
 1. All trees to be graded Florida No. 1

DUVAL COUNTY SCHOOL BOARD  
 ALAMACANI ELEMENTARY SCHOOL

257

## EXHIBIT B

### Time of Use by City of Jacksonville

This agreement does not pertain to the use of recreational facilities. This project is landscaping and irrigation of property.

## Exhibit D

### Amendments

The School Board will ~~be~~ solely responsible for the maintenance of the Irrigation system and landscaping.