

Eugene Butler Middle School
(Name of School)
School No. 168

MEMORANDUM OF UNDERSTANDING
FOR SWIMMING POOLS

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 12 day of August, 1999, 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 1/20/98 (the "Agreement") allowing the City and DCSB to jointly use certain swimming pools constructed by City and DCSB on DCSB property 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 swimming pool setting forth in detail the extent of the use to be made of each swimming pool;

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 considered necessary by the parties to ensure the jointly used swimming pool is well maintained and operated.

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

Section 1. Use.

(a) The City and DCSB shall have the right to use jointly the swimming pool (the "pool") at Eugene Butler Middle School for educational and recreational purposes only.

(Name of School)

The City and DCSB shall have the right to use the pool for the purposes stated herein at the times set forth in Exhibit A, attached hereto and made a part hereof.

(b) The DCSB shall provide reasonable, safe public access to the pool facilities during the time periods the pool is utilized by the City.

(c) City shall notify the school principal seven (7) days in advance when City schedules usage at the pool that generates fees.

Section 2. Management of Pools.

The DCSB shall provide both an instructor and a sufficient number of certified lifeguards as required by Section 514.071, Florida Statutes and Rule 10D-5.137, Florida Administrative Code, to safely manage the pool, during those times when the pool is being used for or in conjunction with school activities or educational purposes and programs; and the City will provide a pool manager and a sufficient number of certified lifeguards as required by the above stated statute and rule to safely manage the pool, during those periods when the pool is being used for or in conjunction with City's recreational or instructional programs by the general public.

Section 3. Maintenance of Pool.

(a) DCSB will be responsible for basic cleaning of the pool area and restrooms during

school use; and the City will be responsible for such cleaning during City use. All such cleaning by DCSB and City shall be completed prior to locking up the pool at the end of the day. Each party shall be responsible for visually inspecting the pool basin and deck area for safety hazards and for water testing the pool to ensure the chemical balance is within accepted standards prior to usage by that party.

(b) The City shall be responsible for obtaining and paying for the maintenance and repair of the pool, including but not limited to motors, pumps, electrical, plumbing, fencing, and other features of the pool itself. The pool is to be maintained in a safe economical condition at all times. The City shall notify the DCSB Facilities Department prior to repair or maintenance when the cost of any such repair or maintenance to be performed by City exceeds \$5,000. The DCSB shall be responsible for obtaining service to and paying for the inspection, maintenance and repair of utilities supplying the pool from the fence out, including, but not limited to, water, sewage, all backflow preventors, and electric.

(c) During the swim season, the Swim Coach shall be responsible for taking out and neatly storing the competition lane ropes.

Section 4. Alterations.

The DCSB shall have the right to make alterations to the pool or pool utilities. The DCSB shall notify the City in writing when any construction, demolition, renovation or activity affecting the pool or pool utilities is planned. A representative of the City's Department of Parks, Recreation and Entertainment will be notified and invited to attend the meetings concerning construction, demolition, renovations or activity affecting the pool or pool utilities.

Section 5. Custodial Services.

Any additional expense for custodial services, including but not limited to any overtime compensation, required by the operation of the pool by the DCSB or the City during the respective activities carried out by each shall be borne by whichever party creates the need for such expense. In the event the City makes it necessary to keep the DCSB custodian overtime occasioned by its use of the pool, then in such event, the City shall reimburse the DCSB for such additional expense upon receipt from the DCSB of any appropriate statement therefor.

Section 6. Shower and Locker Rooms.

Upon receipt of prior reasonable notice, and if not in conflict with school activities, the DCSB agrees to permit the use of its shower and locker rooms at the school in connection with special events sponsored by the City, provided a member of the school staff appointed by the school principal is employed and paid by the City for each hour of City use. The DCSB will permit the use of its shower and locker rooms for the use by the general public for general type swimming pool activity. If restrooms were not constructed as part of the pool areas, access to school restrooms during public swimming will be made available, and a member of the school staff, appointed by the principal, will be employed and paid by the City during the hours of public use.

Section 7. Utilities.

The DCSB shall be responsible for obtaining and paying for water and utilities for the pool. The City shall be responsible for obtaining and paying for chemicals, chemical treatment and other treatment of the pool water in compliance with requirements imposed by the public health authorities.

Section 8. 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) written notice to the other party.

Section 9. 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, Florida 32207-8181 with a copy to the Principal at 900 Acorn Street (32209)
(Name of Principal) (School Address)

Section 10. Amendments.

This Memorandum may be amended from time to time by written request and agreement 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.

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

DUVAL COUNTY SCHOOL BOARD

By: Maude L. Holloway
Assistant Superintendent,
Facilities Services

By: _____
Principal

CITY OF JACKSONVILLE

By: _____
Director, Department of Parks, Recreation
and Entertainment

EXHIBIT A

TIME OF USE BY CITY FOR ALL POOLS UNDER THE JOINT AGREEMENT

Saturdays and Sundays only – April 10-June 11, 1999

Seven days a week, Monday through Friday from 10:30 in the morning on (School has use until 10:30 a.m.) – June 12-August 15, 1999

Saturdays and Sundays only – August 21-September 26, 1999