

Hogan Spring Glen Elementary School No. 64

Park, Baseball Fields, Restrooms, Lighting,
Irrigation, Parking, Fencing, Drainage

MEMORANDUM OF UNDERSTANDING
AMENDMENT NO. 1

THIS AMENDMENT NO. ONE TO THE MEMORANDUM OF UNDERSTANDING made and entered into this 24th day of MAY, 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 previously entered into a Joint Use Agreement dated January 20, 1998 as amended from time to time (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 that is subject to the Agreement, setting forth in detail the extent of the use to be made of each property;

WHEREAS, the CITY and DCSB entered into two previous Memoranda of Understanding ("Memoranda") dated August 12, 1999 and January 22, 2002 for the Joint Use of a portion of the DCSB land at Hogan Spring Glen Elementary School No. 64;

WHEREAS, the CITY and DCSB desire to amend the Memorandum to allow the CITY to construct additional improvements on the "Property" hereafter described, and to set forth the terms and conditions necessary by the parties to ensure the jointly used property is well maintained and operated;

WHEREAS, this Memorandum of Understanding amends the previous memorandum dated January 22, 2002 and provides for all requirements of the CITY and DCSB for the Property hereafter described;

WHEREAS, pursuant to section 5.B. of the Agreement, the CITY and DCSB have authorized the Director, Department of Parks, Recreation and Community Services for the CITY and the Assistant Superintendent, Operations, for DCSB, to execute all Memoranda of Understanding and amendments thereto, on behalf of the CITY and DCSB, respectively;

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

Section I. 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 HOGAN SPRING GLEN ELEMENTARY SCHOOL NO. 64 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, attached hereto and made a part hereof.

Section 2. Improvements. The CITY has previously installed improvements listed on Exhibit B, and may install additional improvements as listed on Exhibits C-1 through C-4; attached hereto and made part hereof (the “Improvements”). All Improvements shall meet Florida Department of Education safety standards, Florida Building Code, and all other applicable state and local codes and ordinances.

Section 3. Maintenance of Improvements and Property. CITY shall maintain, at its sole cost and expense, all improvements installed by the CITY on the Property. CITY will maintain any and all drainage improvements and drainage modifications made by CITY to the Property, and will insure there are no impacts to the neighboring adjacent properties. CITY will repair and re-pave the existing asphalt entry and exit drives from the school entrance off Beach Blvd to the park entrance.

Section 4. Title of Improvements. At the termination of this Memorandum of Understanding 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 Services, 214 N. Hogan Street, 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 the Principal, Hogan Spring Glen Elementary School No. 64 at 6736 Beach Boulevard, Jacksonville, Florida 32216.

Section 7. Amendments. This Memorandum may be amended from time to time by written request and agreement of the parties. The Director, Parks, Recreation and Community Services, 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 and the Assistant Superintendent, Operations. The DCSB may in its sole discretion deny such use.

Section 9. Utilities. The CITY shall be responsible for the installation of required electrical, water and sewer service listed or required by any improvements made by the CITY. The

CITY shall be responsible for the payment of any utilities listed or required by the CITY's use of the site including but not limited to electrical, water, sewer and irrigation.

Section 10. Signatures. The parties agree that this Memorandum may be executed via counterpart and facsimile signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. One to the Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By: 
Assistant Superintendent, Operations

By: 
Principal, Hogan Spring Glen School No. 64

CITY OF JACKSONVILLE

By: 
Director, Department of Parks, Recreation and
Community Services

Approved as to form as to
City of Jacksonville only

Sandra Stockwell
Office of General Counsel

EXHIBIT A

PROPERTY
CITY/DCSB MEMORANDUM OF UNDERSTANDING
HOGAN SPRING GLEN ELEMENTARY SCHOOL NO. 64 PARK



HOURS OF USE

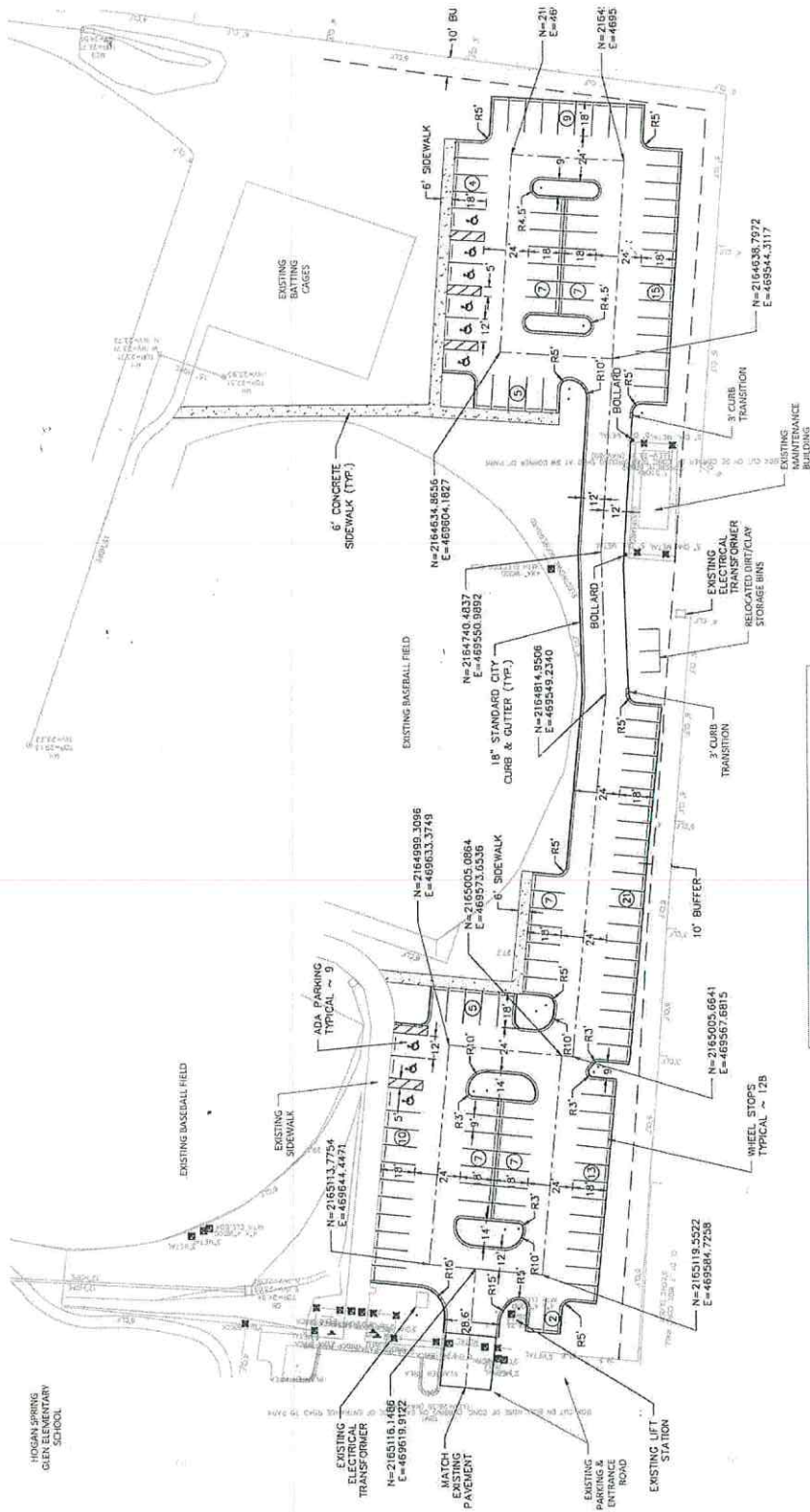
Public Use Hours - The City may use the area after school hours 6pm - 10pm and all day from dawn until 10pm on Saturdays and Sundays, including Holidays, Spring Break, Summer Break and Winter Break, on a not to interfere basis with School activities. The school will have priority use of the facilities.

EXHIBIT B
PREVIOUS IMPROVEMENTS
CITY/DCSB MEMORANDUM OF UNDERSTANDING, JANUARY 2002
HOGAN SPRING GLEN ELEMENTARY SCHOOL NO. 64 PARK

The CITY has previously installed the following improvements on the property per the Memorandum of Understanding dated January 22, 2002;

1. Four (4) baseball fields
2. Lighting for the baseball fields
3. Restroom/Concession stand
4. Fencing
5. Sidewalks
6. Irrigation

EXHIBIT C-1
PROPERTY
CITY/DCSB MEMORANDUM OF UNDERSTANDING
HOGAN SPRING GLEN ELEMENTARY SCHOOL NO. 64 PARK
ADDITIONAL PAVED PARKING LOT PLAN



NOTE:
ALL DIMENSIONS ARE TO
FACE OF CURB.

TOTAL PARKING SPACES: 128
ADA PARKING SPACES: 9
STANDARD PARKING SPACES: 119

EXHIBIT C-2
PROPERTY
CITY/DCSB MEMORANDUM OF UNDERSTANDING
HOGAN SPRING GLEN ELEMENTARY SCHOOL NO. 64 PARK
ADDITIONAL PAVED PARKING - LANDSCAPING PLAN

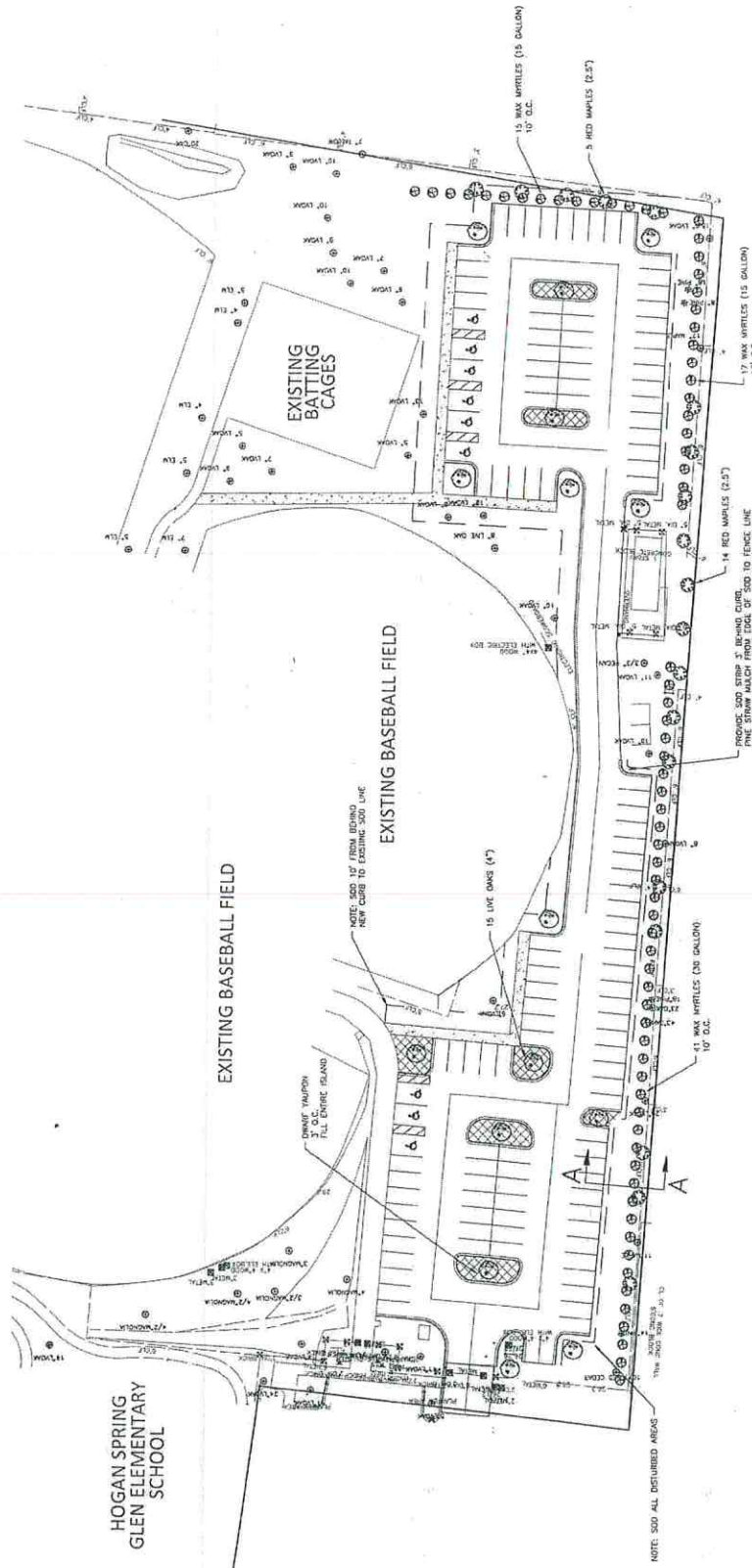
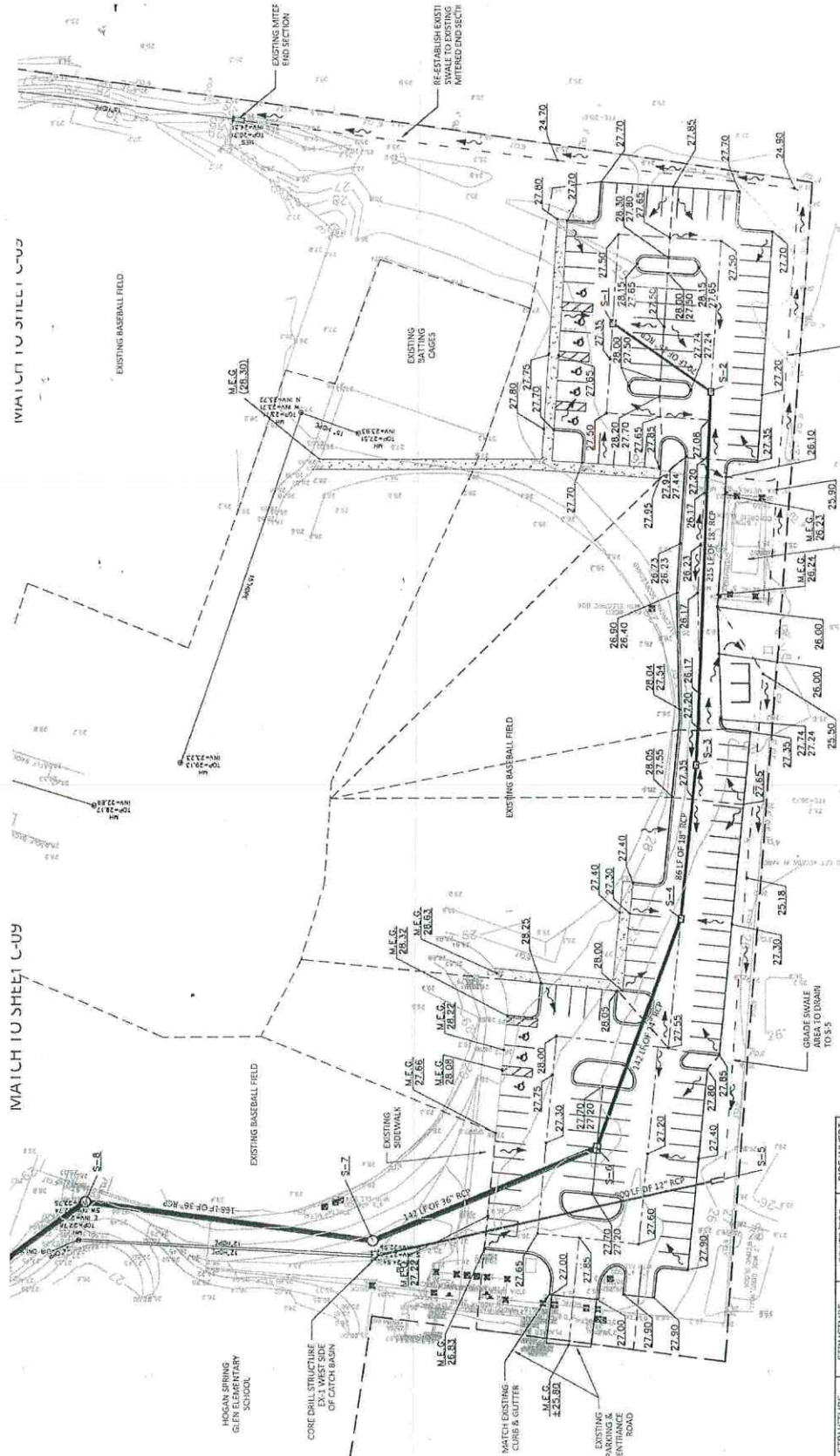


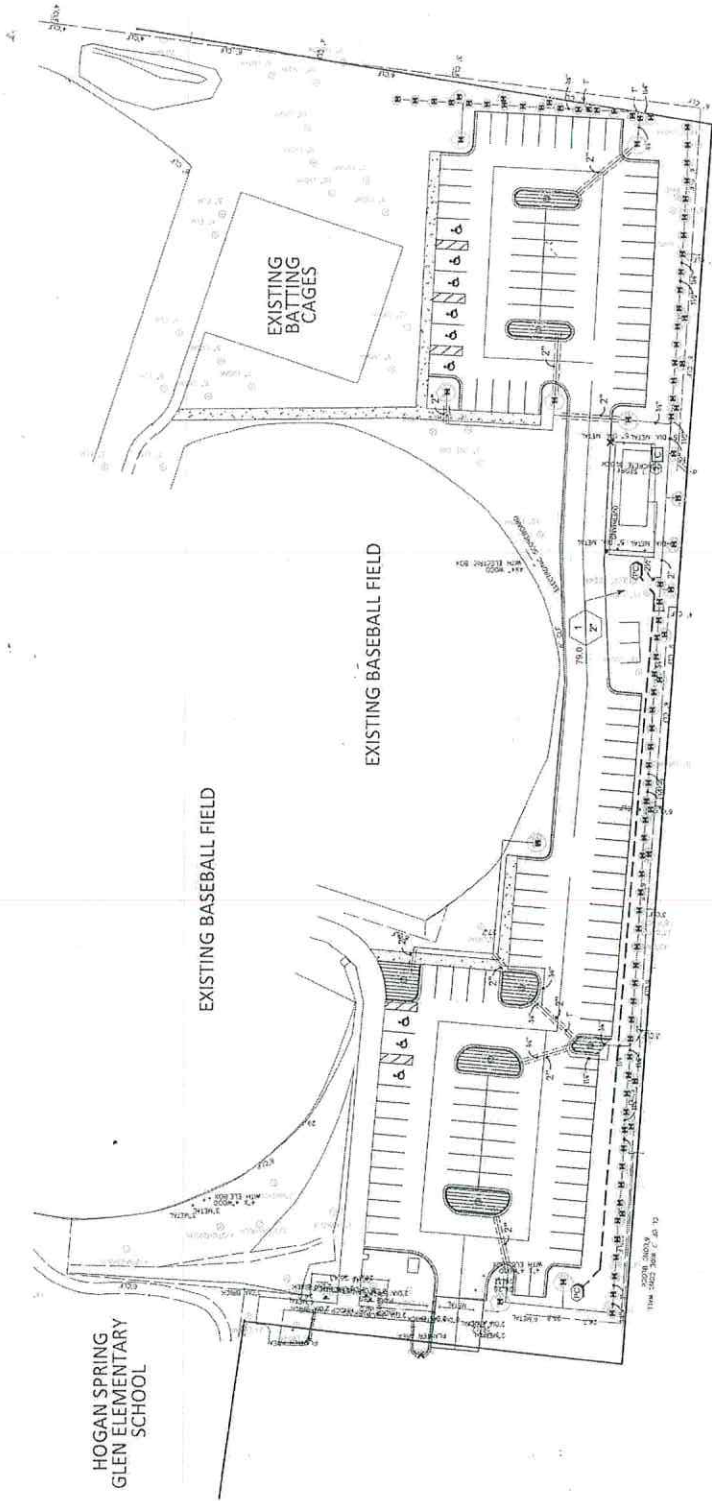
EXHIBIT C-3
PROPERTY
CITY/ DCSB MEMORANDUM OF UNDERSTANDING
HOGAN SPRING GLEN ELEMENTARY SCHOOL NO. 64 PARK
ADDITIONAL PAVED PARKING - DRAINAGE PLAN



STRUCTURE NUMBER	STRUCTURE TYPE	GRATE/TOP ELEVATION	PIPE INVERT ELEVATION
S-9	COI TYPE 7-2 M.H.	27.00	SW-18.85 E: 18.85
S-10	COI TYPE 7-2 M.H.	27.00	NW-18.74 S: 18.74
S-11	COI TYPE 7-2 M.H.	27.00	NW-18.64 E: 18.64
S-12	COI MES (TYPE R)	N/A	NW-18.61
S-13	COI TYPE 'E' INLET	SEE DETAIL	SEE DETAIL
S-14	COI TYPE 7-2 M.H.	27.00	NE-22.33 NW-22.33
EX-1	CATCH BASIN	24.58	E: 24.59 W: 25.00

STRUCTURE NUMBER	STRUCTURE TYPE	GRATE/TOP ELEVATION	PIPE INVERT ELEVATION
S-1	COI TYPE 'C' INLET	27.20	NW-23.91
S-2	COI TYPE 'C' INLET	27.00	SE-23.79 N: 23.54
S-3	COI TYPE 'C' INLET	27.00	N: 23.22 S: 23.22
S-4	COI TYPE 'C' INLET	27.00	N: 21.71 S: 22.21
S-5	COI MES (PRECAST)	N/A	24.86
S-6	COI TYPE 'C' INLET	27.00	SE-20.22 N: 21.22
S-7	COI TYPE 7-2 M.H.	26.00	SW-19.93 E: 19.93
S-8	COI TYPE 7-2 M.H.	28.11	WD-19.58 NE: 18.95

EXHIBIT C-4
PROPERTY
CITY/DCSB MEMORANDUM OF UNDERSTANDING
HOGAN SPRING GLEN ELEMENTARY SCHOOL NO. 64 PARK
ADDITIONAL PAVED PARKING - IRRIGATION PLAN



Crawford Irrigation Design, Inc.
 IRRIGATION DESIGN AND CONSULTING SERVICES
 1100 W. 10th Street
 Oklahoma City, Oklahoma 73106
 (405) 555-1100



WATERING SCHEDULE

WATER	PRECIP RATE	NOV (1ST SUNDAY) - NOV (1ST SUNDAY) DATE: 11/1/2011	NOV (1ST SUNDAY) - NOV (1ST SUNDAY) DATE: 11/1/2011
LOW	1.17in	TUES - 4:00PM	TUES - 4:00PM

ALL AREAS ARE LOW WATER USE OR UNIRRIGATED
 NO WATERING TO TAKE PLACE BETWEEN THE HOURS OF 10:00AM - 4:00PM

