

Jacksonville Heights Elementary School

Name Of School

School No. 229

Playground Equipment

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 22 day of January, 2002, 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 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 Jacksonville Heights Elementary School 7750 S. Tempest St 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. Maintenance of Improvements and Property. DCSB shall maintain, at its sole cost and expense, the Improvements installed by the City on the Property. The DCSB shall maintain the Property and any improvements made by DCSB thereon and provide daily litter control during the school year.

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 1/22/02 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 Principal

Name of Principal

At 7750 S. Tempest St.
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. Hollaway
Assistant Superintendent,
Facilities Services

By: Kathleen Stalls
Principal

CITY OF JACKSONVILLE

By: [Signature]
SKJ Director, Department of Parks,
Recreation and Entertainment
1/17/02

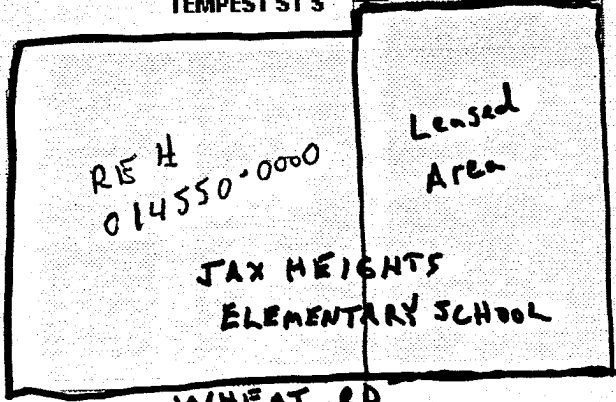
[Signature]
1/15/02

EXHIBIT A

SITE PLAN OR DIAGRAM



5806 78417841785178617871 5814	5815 5816	5815 5816	5819 5822	5821	5838
5819 78577845 7835 5831 5828	5826	5825 5826	5829 5832	5831	
TRIUMPH LN	5837 7757	7737 5836	5837 5840	5839	
787078627852 7842		TEMPEST ST S			
787178617851 7848					
TRIUMPH LN					
5841 5840					
5847 5902					
7819 5914					
VOLVO ST					
047864785478447834782478147808					
057865785578457835782578157805					
DR S					
06786678567846783678267818 7806					
778557847 7839 7831 7823	6010	6013	6010	7610	



KICKER RD

EXHIBIT B

TIME OF USE BY CITY

The City shall have use of the recreational facilities after 5 p.m. Monday through Friday and all day on Saturday and Sunday.

EXHIBIT C

IMPROVEMENTS

Playscape
Fencing
Landscaping
Sidewalk
Swings