

Stilwell, Joseph middle
(Name of School)
School No. 219

MEMORANDUM OF UNDERSTANDING

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 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 considered 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 promises and covenants herein, agree as follows:

Section 1. Use. The City shall have the right to use jointly with DCSB the areas designated on the plat diagram or site plan attached hereto as Exhibit A and made a part hereof (the "Property") at Stilwell, Joseph Middle for educational and recreational purposes only.
(Name of School)

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 a 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. City shall maintain, at its sole cost and expense, the Improvements installed by it on the Property. The City shall also keep the Property free from debris, trash and other unsightly refuse associated with congregations of persons as spectators and participants in recreation or other activities during and immediately after City's use of 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. Correction of Unsafe Condition. City shall provide proper supervision and safe conditions during its use of the Property. In the event either party becomes aware of an unsafe condition, said party will correct same if the correction is the responsibility of said party or will notify the other party of the unsafe condition. City shall be responsible for the correction of any unsafe condition resulting from the installation, existence, maintenance or failure to maintain the

Improvements, or resulting from debris, trash and other unsightly refuse, associated with congregations of persons as spectators and participants in recreational or other activities, placed on the Property during the City's use of the Property.

Section 5. 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 \$ _____ per month
 - Electric at \$ _____ per month

Section 6. Increased Operating Costs. Any increased operating cost to DCSB caused by City's use of the Property shall be paid by City upon written notice of such increased operating cost and supporting documentation reflecting the increased operating cost.

Section 7. Signage. City agrees to install a sign on the Property stating:

**"~~Stilwell, Joseph Middle~~ Recreation Area" and "Constructed on Duval County School Board
(Name of School)**

Property by the City of Jacksonville."

Section 8. Title to 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 right, 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 9. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning 8/12/99 and shall continue unless terminated by either party, (put in date)

with or without cause, upon giving three (3) months written notice to the other party.

Section 10. 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 _____ (Name of Principal) (School address)

Section 11. 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.

Section 12. 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: W. Wade L. Holloway
Assistant Superintendent,
Facilities Services

By: J. Manjoo
Principal

CITY OF JACKSONVILLE

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

SSH:JTG\SHARED\SHOWARD\AGREELEA.SSH\DCSB-CTY.MOU

EXHIBIT A

PLAT DIAGRAM OR SITE PLAN

EXHIBIT B
TIME OF USE BY CITY

EXHIBIT C
IMPROVEMENTS