

Paxon School for Advance Studies

Name Of School

School No. 75

Pitching Machine

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, 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. Improvements. The City may provide the improvements listed on Exhibit B; 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 2. Maintenance of Improvements and Property. The DCSB shall maintain, at its sole cost and expense, the Improvements installed by the City on the Property.

Section 3. 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 4. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning July 8, 2004 and shall continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

Section 5. 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 Mr. Jim Williams

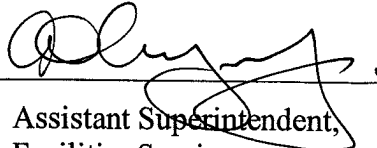
Name of Principal

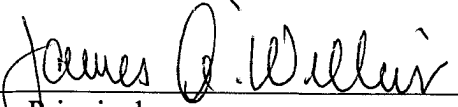
At 3239 Norman Thagard Road  
School Address

Section 6. 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.

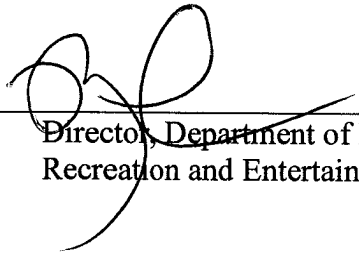
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By:   
Assistant Superintendent,  
Facilities Services

By:   
Principal

CITY OF JACKSONVILLE

By:   
Director, Department of Parks,  
Recreation and Entertainment