

San Mateo Elementary

Name Of School

School No. 218

Bleachers

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), made and entered into this 29<sup>th</sup> day of July, 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. 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 San Mateo Elementary, 600 Baisden Road, Jacksonville, FL 32218 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 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.

Section 4. Correction of Unsafe Condition. In the event either party becomes aware of an unsafe condition, said party will notify the other party of the unsafe condition. DCSB shall be responsible for the correction of any unsafe condition resulting from the installation, existence, maintenance or failure to maintain the improvements. The City shall provide proper supervision and safe conditions during its use of the Property.

Section 9. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning 6/17/04 and shall continue unless terminated by either party, 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, FL 32207-8181 with a copy to Principal Kristie Kemp

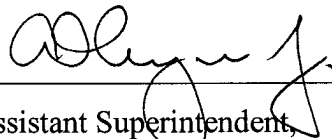
At 600 Baisden Road, Jacksonville, FL 32218  
(School Address)

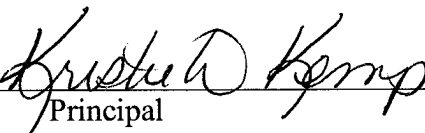
Section 11. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Entertainment and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City and DCSB, respectively.

Section 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.

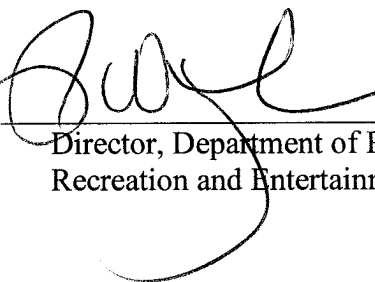
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By:   
Assistant Superintendent,  
Facilities Services

By:   
Principal

CITY OF JACKSONVILLE

By:   
Director, Department of Parks,  
Recreation and Entertainment

JAXGIS Property Information



# EXHIBIT A

## EXHIBIT B

### TIME OF USE BY CITY

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

# EXHIBIT C

May 20, 2004

City of Jacksonville  
Parks & Recreation Dept.  
851 North Market St.  
Jacksonville, FL 32208

San Mateo Park  
Kelly Boree  
630-3546  
630-3259 Fax

<b>1ea. Kay Park #BLG5A15V4F4 5 Row 15' Bleacher w/ vertical railing and double footboards and risers</b>	
2,737.00 list      7% Discount      (191.59)	2,545.41
<b>1ea. Kay Park #BLG5A27V4F4 5 Row 27' Bleacher w/ vertical railing and double footboards and risers</b>	
4,442.00 list      7% discount      (310.94)	4,131.06
<b>1ea. 1,500 Square Foot Concrete Slab for two new bleachers and one existing bleacher</b>	
24.50 Square Yard	4,083.33
<b>1ea. 5'x30' Concrete Sidewalk</b>	
24.50 Square Yard	408.33
<b>1ea. Site Preparation for concrete work</b>	700.00
<b>3ea. Wheel Chair Parking striping 75.00ea.</b>	<u>225.00</u>
Sub Total	12,093.13
Tax	Tax Exempt
Freight	
Installation	<u>1,600.00</u>
Total Due	

## ***City of Jacksonville Price Agreement contract #SC-0549-03***

This proposal subject to acceptance within 90 days and is void thereafter.

Authorized signature \_\_\_\_\_ Terry Rogers, President

Accepted by \_\_\_\_\_ Date \_\_\_\_\_



**SOUTHERN RECREATION, INC.**

4060 Edison Ave.  
904-387-4390

Jacksonville, FL 32254  
904-387-4391 Fax

877-488-4390