

San Pablo Elementary

Name Of School

School No. 80

Field Improvements

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. 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 Pablo Elementary Park 801 18th Ave. North Jacksonville Beach, FL 32250 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 6/10/04 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 Linda Graham

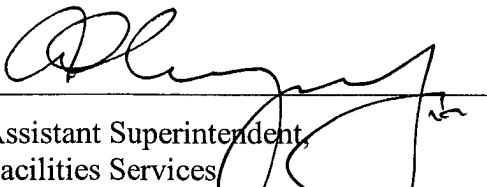
At 801 18th Ave. North Jacksonville Beach, FL 32250
(School Address)

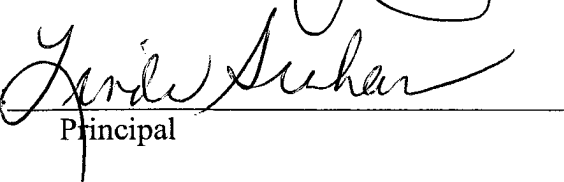
Section 11. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Entertainment and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City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

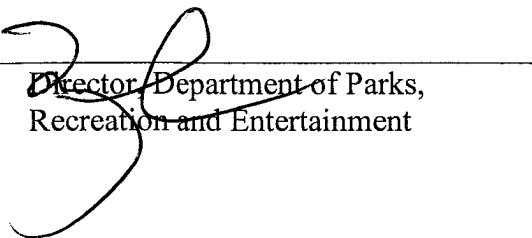
By: 
Director, Department of Parks,
Recreation and Entertainment

EXHIBIT A

JAXGIS Property Information



RE #	Name	Address	Total Value	Acres	Plat Book	Map Panel	Legal Descriptions	Flood Zone	LandUse	Zoning	Ash-Site	ENT
174779 0500	DUVAL COUNTY SCHOOL BOARD	20TH AV 32250	183600	18.36	0198	566 4	3-28 28-2S-29E PABLO BEACH NORTH ALL BLKS 199,209,CLOSED STREETS	Not in Flood Zone				

EXHIBIT B

TIME OF USE BY CITY

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

EXHIBIT C



Southeastern

Mike Levine
 Fletcher High School
 700 Seagate Ave.
 Neptune Beach, FL 32236

May 10, 2004

Fax No. 247-5920

Dear Mike:

Please find the following quote for the reclamation/renovation on approximately 8 acres of bermudagrass turf at the San Pablo Soccer Complex.

- Pre-emergent herbicide application
 Fertilizer w/Ronstar 2 lbs. A.I./acre \$ 1556.00
 - Chipco Choice for mole cricket control
 Slit application - \$341.00/acre on 8 acres \$ 2728.00
 - Post emergent weed control
 5 spraying at \$800.00 each \$ 4000.00
- Anticipated herbicides used:
 Image, MSMA 6.6, Triplet, Basagran,
- Replanting of approximately 1.5 acres in bermudagrass
 Harvested on site \$ 1500.00
- TOTAL \$ 9784.00**

Note that the earlier we can start, the better. Post emergent weed control will take additional spraying to be successful and replanting area could increase due to mole cricket damage.

Should you have any questions regarding this quote, feel free to give me a call on my cell phone (904) 307-2512 or our office, (904) 260-8565.

Sincerely,

Offered By: Rick Bell
 Sports Turf Specialist
 For: Southeastern Turf Grass Supply, Inc.