

Sandalwood High School

Name Of School

School No. 237

Purchase of John Deer tractor

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, 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 Sandal wood H.S. 2750 John Prom Blvd. Jacksonville FL, 32246

(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 9/14/03 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 William Gesdorf

Name of Principal

At 2750 John Prom Blvd. Jacksonville FL, 32246  
School Address

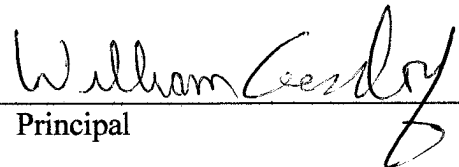
Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Entertainment and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City 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.

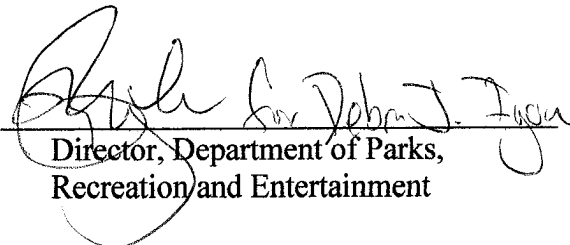
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

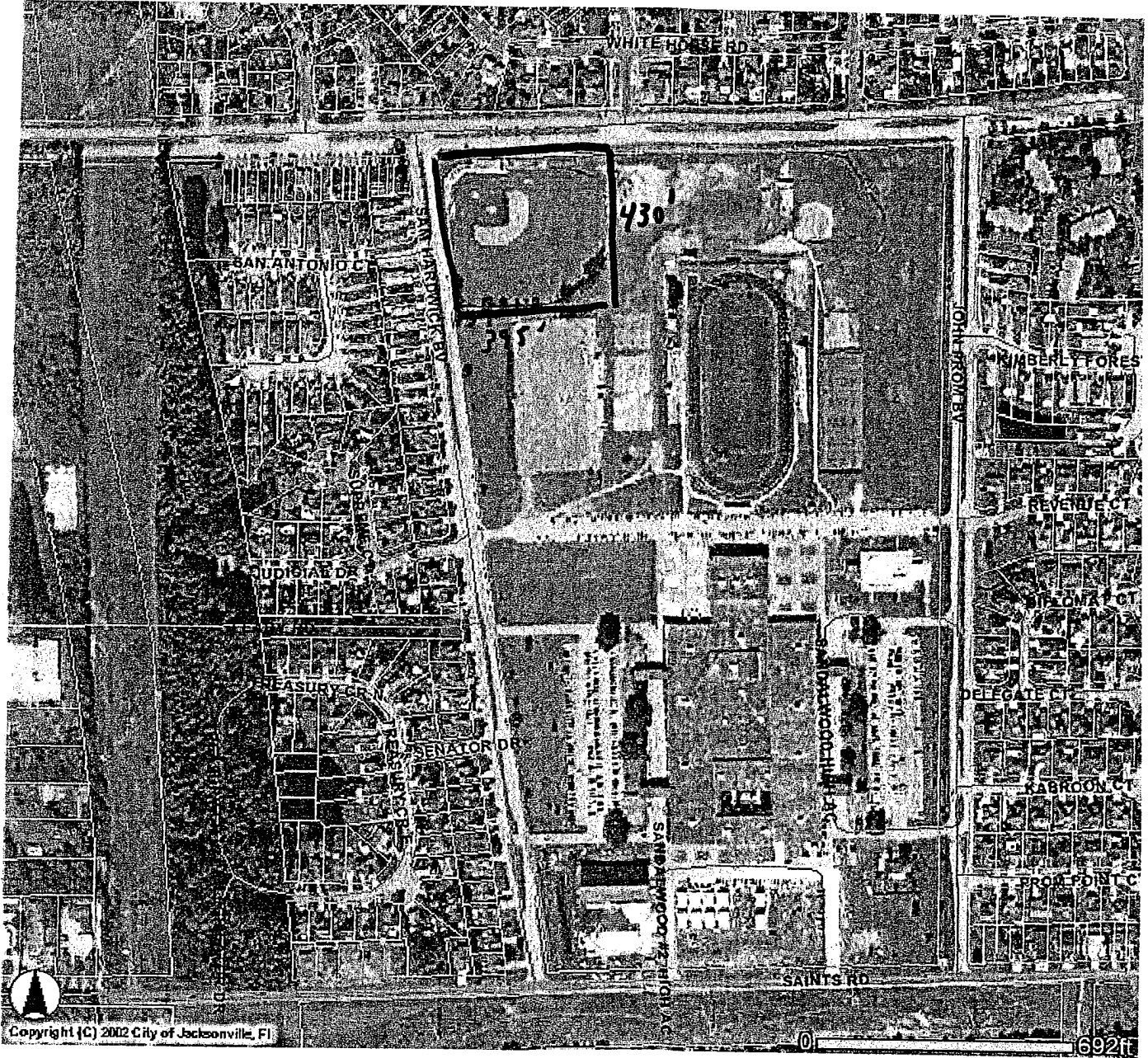
By:   
Assistant Superintendent,  
Facilities Services

By:   
Principal

CITY OF JACKSONVILLE

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

# EXHIBIT A



## EXHIBIT B

### TIME OF USE BY CITY

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

This is acceptable with Sandalwood. However, we have priority use of the field for games and practices at all times.

W. Gendry

-COASTAL EQUIPMENT SYSTEMS, INC.  
5287 NEW KINGS RD.  
JACKSONVILLE, FL 32209

(904) 924-9624  
(800) 275-3860  
FAX (904) 924-9335

GOLF COURSE - LANDSCAPE - COMMERCIAL MAINTENANCE - LIGHT CONSTRUCTION EQUIPMENT  
JOHN DEERE AND KUBOTA - SALES, PARTS AND SERVICE

DATE 06/02/03  
TERMS Invoice

SANDALWOOD HIGH SCHOOL  
2750 JOHN FROM BLVD  
JACKSONVILLE FLA. 32246

This offer to sell is made subject to buyer's acceptance within  
Ten [10] days from this date all quoted prices are subject to  
Change without notice and those in effect on the date of  
Shipment Shall Prevail

ATT: CHARLIE MATHEWS

PH 904-646-5100-EXT.297  
FAX 904-646-5126  
CELL

**QUOTATION**

**QUANTITY DESCRIPTION PRICE**

Model 1662M 3215 B John Deere Turf Systems 1- 5 Gang Reel Mower

4000 -2 Wheel Drive  
1025 - 7 Blade 22" reels  
2030 - 2" Machined Grooved Rollers  
3010 2Post Rops & Seat Belts  
9025 Smooth Roller Scrapers  
Less Orange County School Bid Discount Of 10%

MSRP Price \$ 36365.00  
\$ 7273.00  
Net Price \$ 29092.00

*This  
ONE!*

Model 0450TC 3225B John Deere Turf Systems 2 - 5 Gang Mower

4000 2 Wheel Drive  
1030 8 Blade 22" ESP reels  
2035 3" HD Grooved Front Rollers  
3010 2 Post Rops & Seat Belts  
9027 Smooth Roller Scrapers  
Less Orange County School Bid Discount Of 20%

MSRP Price \$ 40094.00  
\$ 8018.80  
Net Price \$ 32075.20

Orange County School Contract # 6 02-02-01VH  
Good Untill July 27<sup>th</sup> 2003

Above prices are F.O.B Jax Fla  
All applicable taxes and fees to apply

QUOTATION ACCEPTED (customer)  
By: \_\_\_\_\_

COASTAL EQUIPMENT SYSTEMS, INC.  
By: FRED E JONES