

Southside Estates Elementary

Name of School

School No. 76

Playground Equipment

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this _____ day of _____, 2006, 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 Southside Estates Elementary

(Name of School)

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 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 11/5/06 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 Patricia Latimer

Name of Principal

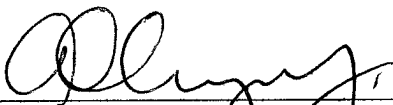
At Southside Estates, 9775 Ivey Road, Jacksonville, FL 32246
School Address

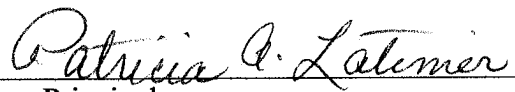
Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Entertainment and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City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

By: 
Principal

CITY OF JACKSONVILLE

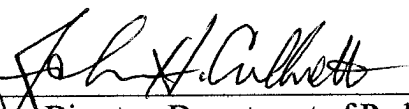
By: 
Director, Department of Parks,
Recreation and Entertainment



EXHIBIT A

SITE PLAN OR DIAGRAM

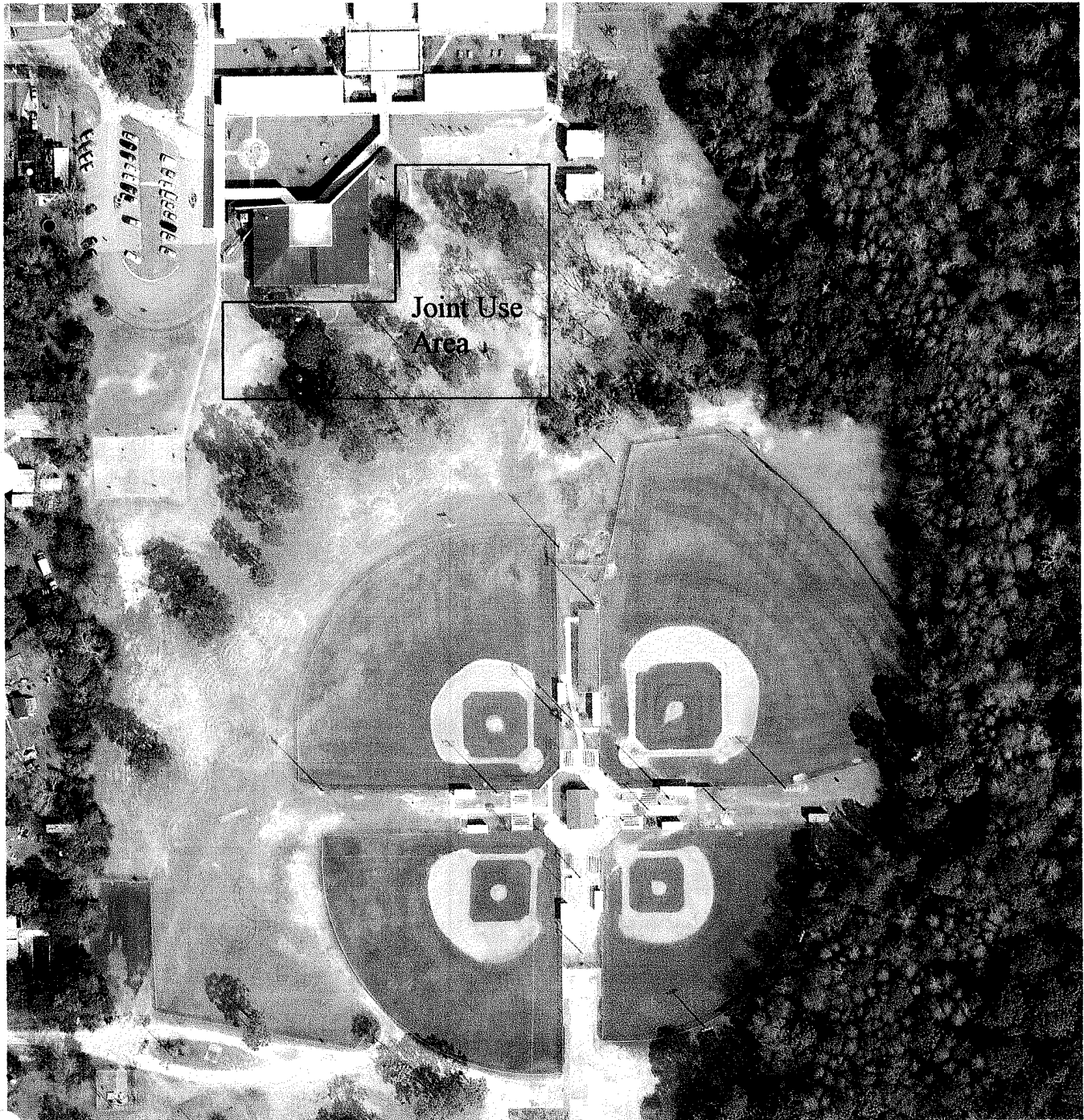


EXHIBIT B

TIME OF USE BY CITY

~~5~~

6

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

EXHIBIT C

IMPROVEMENTS

Playscape

Safety surfacing with ADA access

10/18/06 ENVIKI TO C7E 3
SR

QUOTATION

Contract Connection Inc.

Quote No: QUO-02784-DGDMTW
 Version No: 2
 Quote Date: 10/18/2006
 Today's Date: 10/18/2006
 Sales Person: Gary Gleim
 Sales Person 2:
 Entered By: Jennifer Healy
 Ship Via: Best Way
 Factory: WOW Playgrounds, SII, Zeager, Wabash Valley

✓ 504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177
 PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

QUOTE TO:

Southside Estates Elementary School
 9775 Ivey Rd.
 Jacksonville, FL 32246
 Attn: Nikki Ellinger
 Phone: 904-565-2706
 Fax: 904-565-2737

JOB NAME:

Southside Estates Elementary School Option 2A
 Southside Estates Elementary School
 9775 Ivey Rd.
 Jacksonville, FL 32246
 Attn: Nikki Ellinger
 Phone: 904-565-2706
 Fax: 904-565-2737

Vendor Catalog	Description	Quantity	Unit Price	Amount
CCI-INSTALLATION	Installation of WOW Play Structures, Timbers w/ Stakes & Spreading Safety Surfacing	1	\$12,855.00	\$12,855.00
SII-4'TIMBERS	4' Border Timber - Black	64	\$29.00 5.00%	\$1,763.20
SII-STAKES	Timber Stakes	64	\$7.00 5.00%	\$425.60
WV-PP421P	8' Bench w/arms - Inground - Perforated	3	\$489.00 5.00%	\$1,393.65
WOW-80022007	ADA Access Ramp	2	\$697.00 5.00%	\$1,324.30
WOW-CUSTOM	Custom Journey Series Play Structure (J-01360) ages 2-12	1	\$9,057.00 5.00%	\$8,604.15
WOW-CUSTOM2	Custom Play Structure Quest Series (Q-00979) ages 5-12	1	\$21,913.00 5.00%	\$20,817.35
WOW-CUSTOM2	Custom Play Structure (Q-00328) 10' Track Ride	1	\$2,765.00 5.00%	\$2,626.75
ZEAGER-WOODCARPET	Woodcarpet Mulch Per Cubic Yard	114	\$14.40 5.00%	\$1,559.52

Price includes: Border Timbers, Freight, Installation, Safety Surfacing, Standard Colors, Timber Stakes
 Price excludes: Excavation, Insurance Subrogation, Landscape Fabric, replacement fill and/or sod, Site work, storage, Underground Line Location, Underground Obstacle Removal

Additional Discount:

Material Subtotal:	\$51,369.52
Tax:	\$0.00
Freight:	\$5,357.00
TOTAL =	\$56,726.52

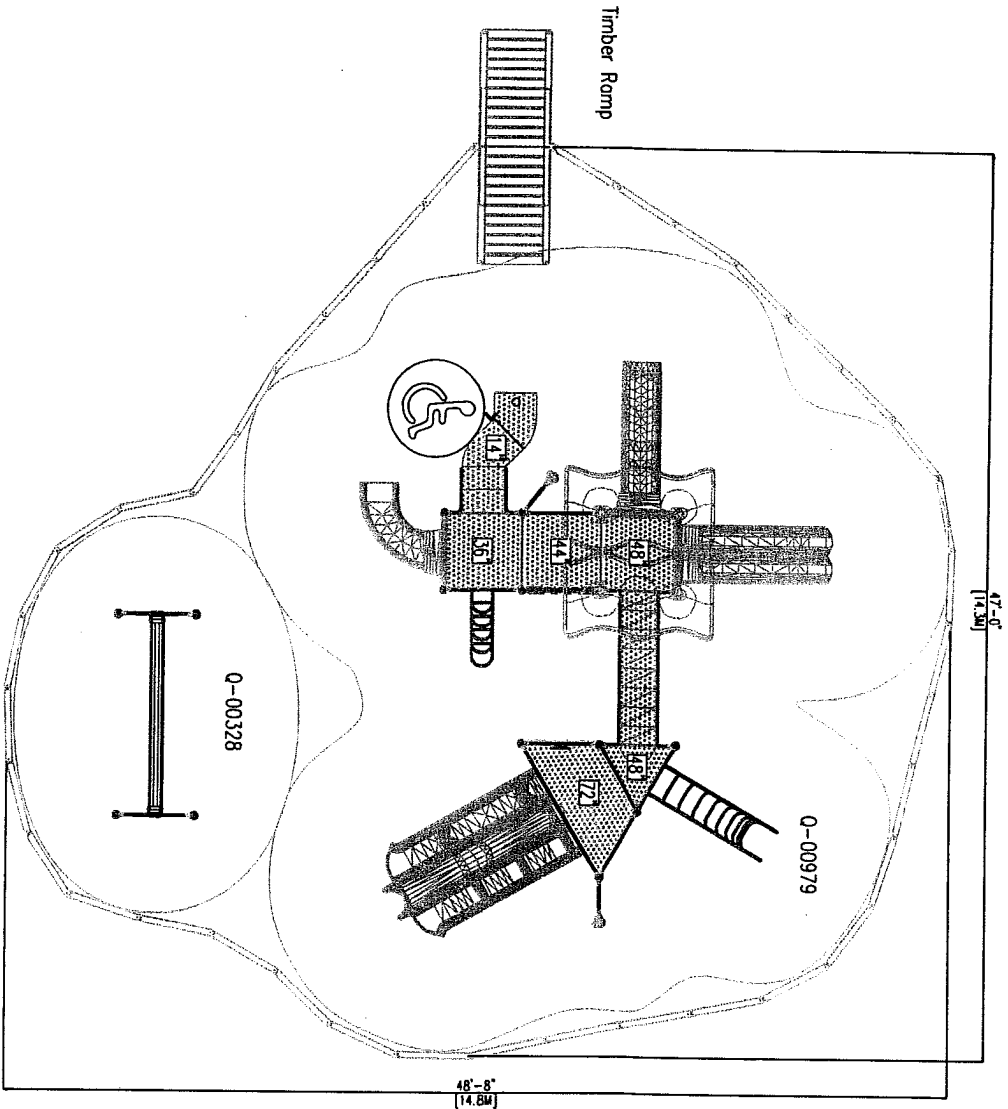
Prepay Amount: \$0.00

Notes: Price protected for 30 days. FOB Factory
 Shipping 6-8 weeks.
 7% Discount per City of Jacksonville Bid No. SC-0511-06
 Tax Exempt: Yes Office: North Florida Office
 Credit Report Required: No Payment Terms: Net 30
 Lead Time: 11/29/2006 Price Protected: 11/15/2006

Please Remit All Payments to Pembroke Pines Office

On the first day of each month, Invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

This Play Structure design will meet ADA accessibility guidelines for building and facilities, effective November 17, 2000 as published by the architectural and transportation barriers compliance board with the addition of 0. Ground level components of 0 different types of play and when installed over accessible surfacing.



Fall Height: 6 ft.
 Structure Size: -
 Use Zone Size: 49' x 47'
 Surface Area: 1588 sq. ft.

Child Capacity: 41
 Age Range: 5-12
 4' Landscape Timbers: 38

Southside Estates Elementary
 Jacksonville, FL

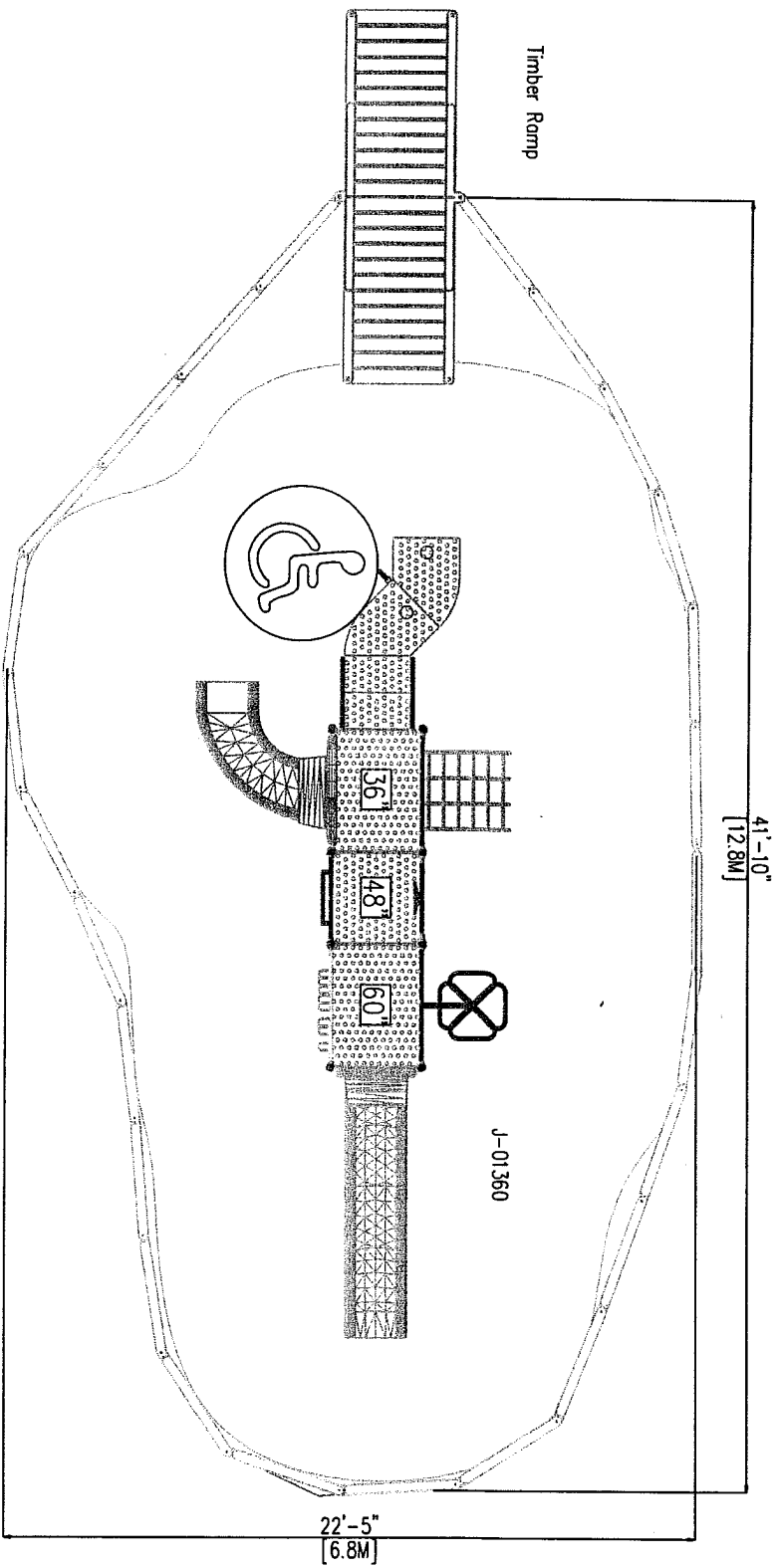


Drawn By: A. Van Der Ploeg
 Consultant: Gary Gleim
 Date: 10/18/06
 Scale: None

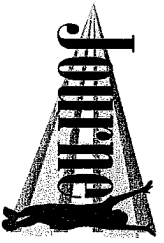
TQ-00979-2



Contract Connection Inc



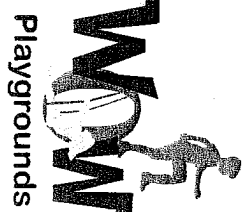
This Play Structure design will meet ADA accessibility guidelines for building and facilities, effective November 17, 2000 as published by the architectural and transportation barriers compliance board with the addition of Ground level components of different types of play and when installed over accessible surfacing.



Fall Height: 5 ft.
 Structure Size: 30' x 11'
 Use Zone Size: 42' x 23'
 Surface Area: 691 sq. ft.

Child Capacity: 26
 Age Range: 2-12
 4' Landscape Timbers: 26

Southside Estates Elementary
 Jacksonville, FL



Drawn By: A. Van Der Ploeg
 Consultant: Gary Glenn
 Date: 10/18/06
 Scale: None

TJ-01360

Contract: Conn ction inc