

Venetia Elementary

Name of School

School No. 68

Playground Equipment

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 8TH day of APRIL, 2009, 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, Recreation and Community Services and Chief Operating Officer, or successor, 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 site plan attached hereto as Exhibit A and made a part hereof (the "Property")

at Venetia Elementary School No. 68, 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. The City shall maintain, at its sole cost and expense, the Improvements installed by the City on the Property as indicated on Exhibit A. The DCSB shall maintain any improvements made by DCSB thereon and provide daily litter control during the school year. The DCSB shall maintain playscapes A and B as shown on Exhibit A. The City shall provide daily litter control during the summer break period. The DCSB shall provide landscaping maintenance and mowing for the property.

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. If this MOU is terminated, the City, at its option, shall have the right to remove and relocate the play-scape designated on Exhibit A.

Section 5. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning _____ and shall continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

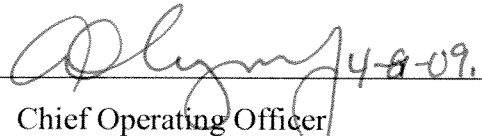
Section 6. Notices. All notices required under this Memorandum shall be made in writing and served upon City by registered or certified mail, return receipt requested, addressed to Director, Recreation and Community Services, 851 N. Market Street, Jacksonville Florida 32202-2798 and served upon DCSB by registered or certified mail, return receipt requested, addressed to Chief Operating Officer, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to Principal, Venetia Elementary School No. 68, 4300 Timuquana Road Jacksonville, FL 32210

Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Recreation and Community Services and the Chief Operating Officer 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 and the DCSB may allow associations, groups or individuals use of the Property for public purposes upon written agreement between City, the DCSB 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, the DCSB 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.

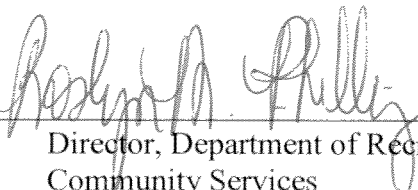
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By:  4-8-09.
Chief Operating Officer

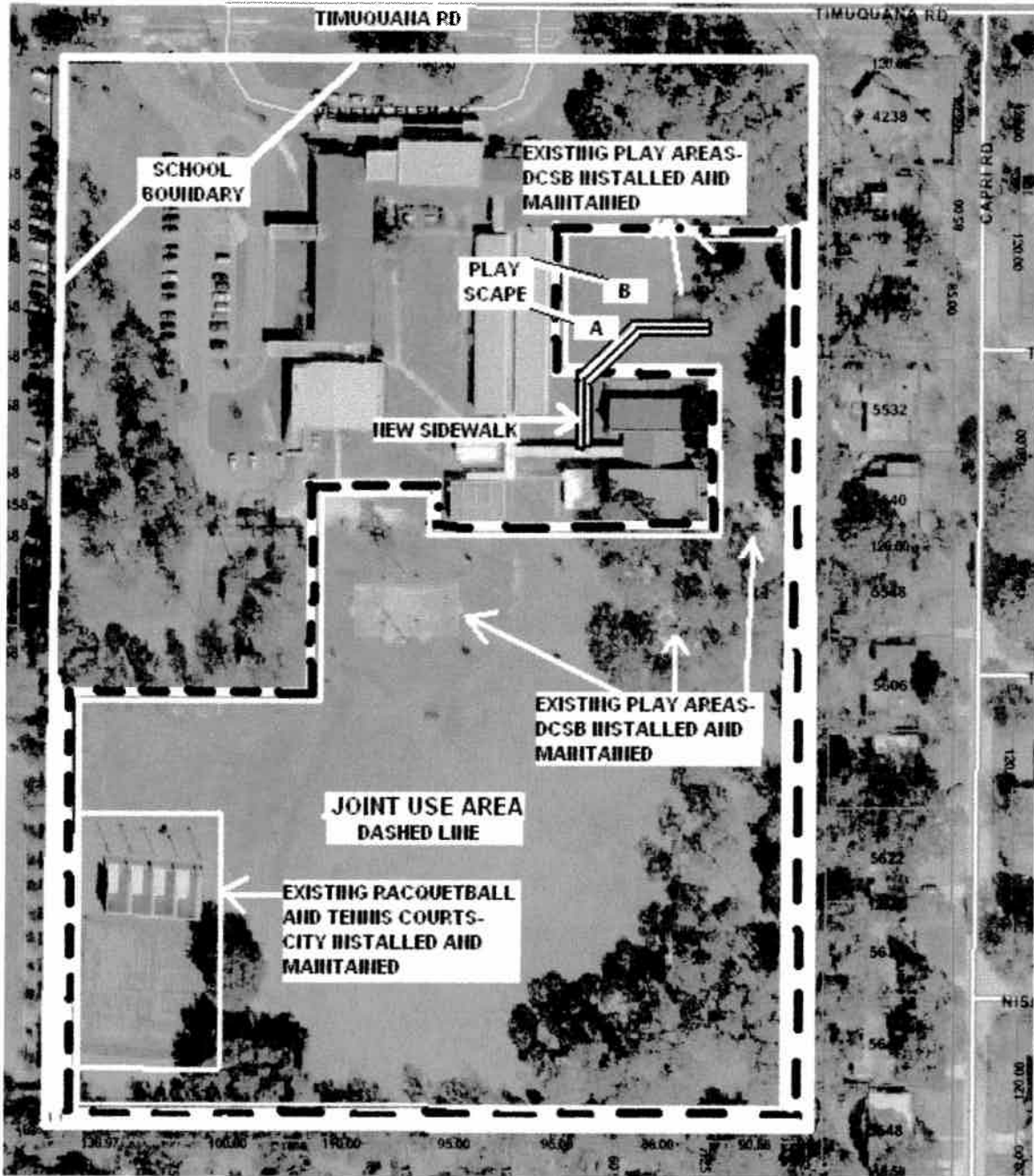
By: 
Principal

CITY OF JACKSONVILLE

By: 
Director, Department of Recreation and
Community Services

Acknowledged DCPS Maintenance: 

EXHIBIT A



DIAGRAM

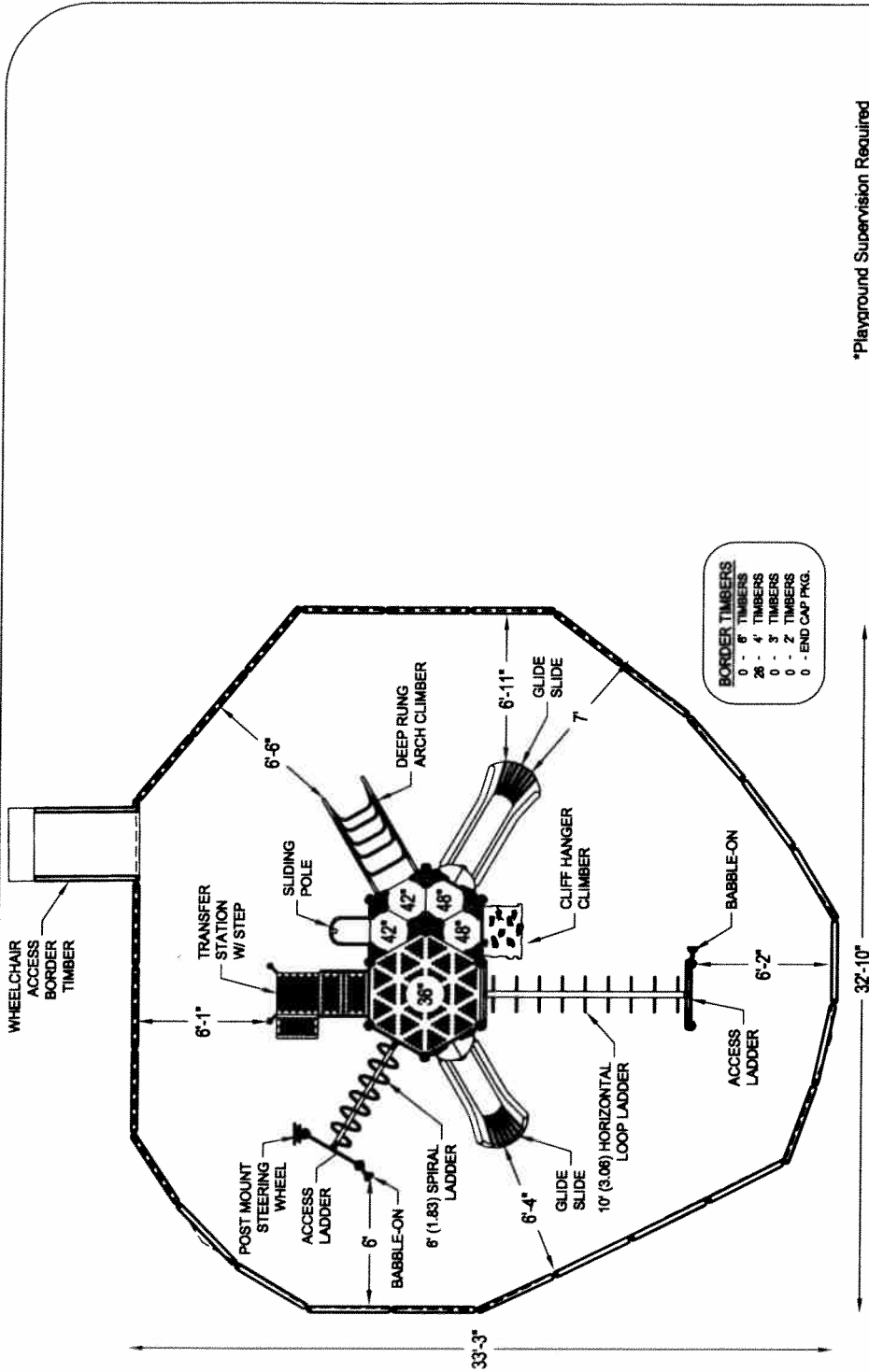
- A- NEW City funded and installed playscape.
- B- NEW DCSB funded and installed playscape.

DCSB to maintain both A and B playscapes.

EXHIBIT B

TIME OF USE BY CITY

The City shall have use of the playground equipment after 6 p.m. Monday through Friday and all day Saturday and Sunday. City use of DCSB property will not interfere with planned school activities.

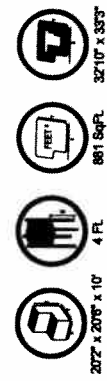


BORDER TIMBERS
 0 - 6' TIMBERS
 26 - 4' TIMBERS
 0 - 3' TIMBERS
 0 - 2' TIMBERS
 0 - END CAP PNG.

*Playground Supervision Required

PROJECT NO.	VENETIA	DATE	04-DEC-08
REV.	-	SCALE	3/16" = 1'-0"
SYSTEM	CHALLENGERS	DRAWN BY:	B. RUSSELL
STRUCTURE PLAN			

Playmore Recreational Products & Services
 10271 Deer Run Farms Rd., Suite 1
 Fort Myers, FL 33966
 888-886-3757

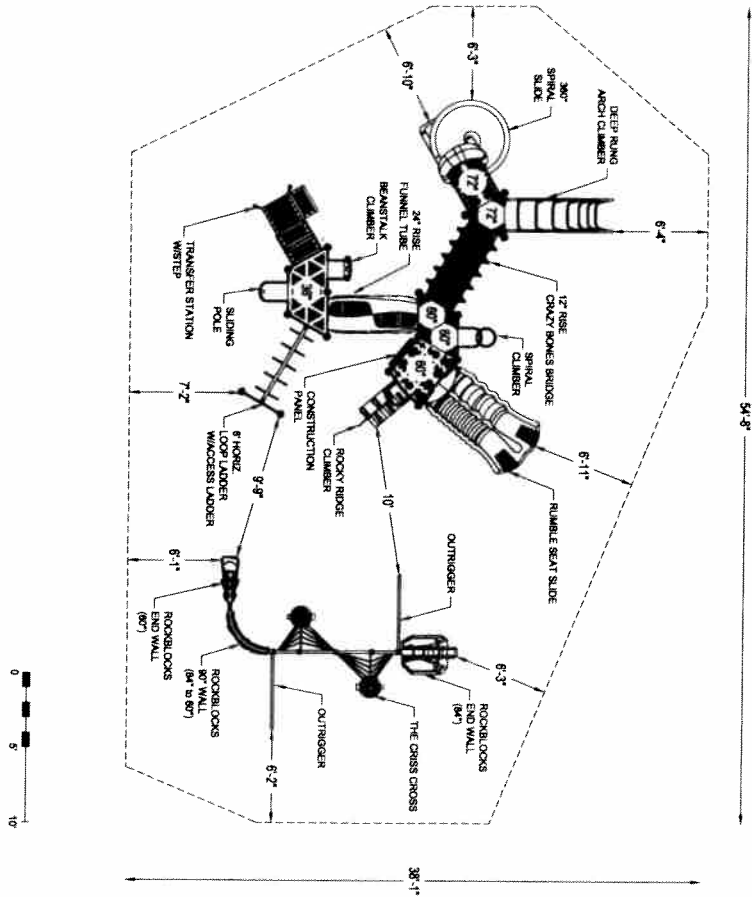


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VENETIA ES K PLAYGROUND "A"
 JACKSONVILLE, FL

Playground Supervision Required



PLAYWORLD™

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PROJECT NO: 086784.PLM	REV: -	DATE: 8-DEC-908
SYSTEM: CHALLENGERS		SCALE: 1/8"=1'0"
SITE PLAN		DRAWN BY: MICHAEL BORDNER

Playmore Recreational Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

VENETIA ES INTERMEDIATE PG "B"

JACKSONVILLE, FL