

Nathan B. Forrest High School

Name Of School

School No. 241

Purchase of John Deer tractor

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), made and entered into this 5 day of March, 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 equipment designated in Exhibit A and made a part hereof (the "Property") at Nathan B. Forrest H.S. 5530 Firestone Road, Jacksonville FL, 32244

(Name of School)

for ground maintenance on athletic fields only.

Section 2. Equipment. The City may provide the Equipment listed on Exhibit A; attached hereto and made part hereof (the "Equipment").

Section 3. Maintenance of Equipment. DCSB shall maintain, at its sole cost and expense, the Equipment provided by the City on the Property. The DCSB shall maintain the Equipment.

Section 4. Title of Equipment. DCSB, at its option, may keep any or all of the Equipment provided by City on the Property and the City shall convey its rights, title and interest of the Equipment "as is" with no warranties as to merchantability or fitness to the DCSB.

Section 5. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning 2/24/04 and shall continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

Section 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 Tim Ahearn

Name of Principal

At 5530 Firestone Road, Jacksonville FL, 32244

School Address

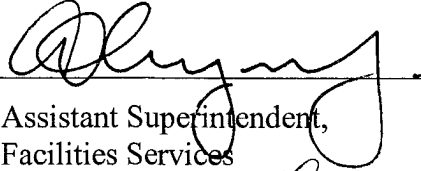
Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Entertainment and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City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

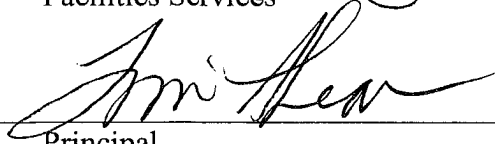
Section 8. Association Use of Equipment. The DCSB or City may allow associations, groups or individuals use of the Equipment for public purposes upon written agreement between the City, DCSB, and the association, group or individual, in accordance with the terms and

conditions of the Joint Use Agreement. Any such written agreement between DCSB, 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.

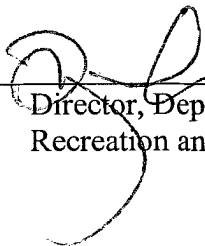
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By: 
Assistant Superintendent,
Facilities Services

By: 
Principal

CITY OF JACKSONVILLE

By: 
Director, Department of Parks,
Recreation and Entertainment

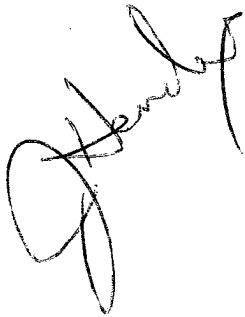


EXHIBIT A

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: 1/16/04

TERMS:

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.

FORREST HIGH SCHOOL

ATTN: JEFF GIDCUMB

Ph:
Fax:

QUOTATION

| QUANTITY | DESCRIPTION | PRICE |
|----------|--|-------------|
| 1 | John Deere 4300 tractor * 32 H.P. * hydrostatic transmission | \$10,900.00 |

Above prices are F.O.B.: _____
All applicable taxes and fees to apply

QUOTATION ACCEPTED (customer)
By: _____

COASTAL EQUIPMENT SYSTEMS, INC.
By: Porter Willis