

Neptune Beach Elementary

Name Of School

School No. 246

Track Improvements

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 21 day of Sept., 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 Neptune Beach Elementary School, 1515 Florida Blvd., 32266 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 8/12/04 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 Sherron Kenski


At 1515 Florida Blvd., Neptune Beach, FL 32266
(School Address)

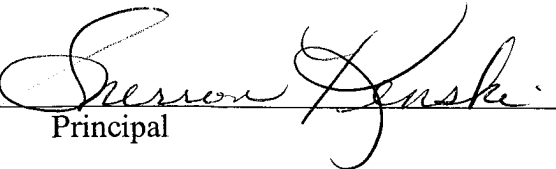
Section 11. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Entertainment and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City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

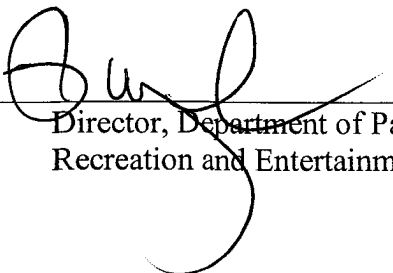
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By: 
Assistant Superintendent,
Facilities Services

By: 
Principal

CITY OF JACKSONVILLE

By: 
Director, Department of Parks,
Recreation and Entertainment

JAXGIS Property Information



RE #	Name	Address	Total Value	Acres	Plat Book	Map Panel	Legal Descriptions	Flood Zone	LandUse
177457 0010	DUVAL COUNTY SCHOOL BOARD	1515 FLORIDA BV 32266	7044500	12.8199996948		556D3	38-2S-29E B DE CASTRO Y FERRER GRANT PT RECD O/R BK 2668-689	Not in Flood Zone	

EXHIBIT A

246 Neptune Beach ES
15 acres

EXHIBIT B

TIME OF USE BY CITY

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



Southern *D*evelopment *C*orporation
CG-C058428 CU-C057057

January 21, 2004

Sheri C. Nicholson
222 Oleander Street
Neptune Beach, Florida 32266

**RE: Neptune Beach Elementary School
Proposal for New Track and Sidewalk**

Dear Mrs. Nicholson:

Please find the following proposal for the subject project. Our proposal assumes the track dimension to be approximately ¼ mile long (1,320 linear feet) by 10 linear feet wide.

Scope:

Strip topsoil, stockpile for reuse
Excavate approximately 7.25" for base and paving
Grade and compact 12" subgrade
6" lime rock or crushed concrete base
1.25" asphalt pavement
Grade around track for positive drainage
Seed and mulch all disturbed areas
Approx. 140' x 6' of sidewalk

Lump Sum Price:

\$51,500.00 (minus 10% discount) – \$51,500-\$5,150 = \$46,350

Included:

Geotechnical testing for our scope of work (density testing, LBR, etc.)

Excluded:

Removal and disposal of existing track
Handling of unsuitable materials
Permits
Irrigation and landscaping

Respectfully yours,

A handwritten signature in black ink, appearing to read 'George Y. Sayar'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

George Y. Sayar
Project Manager