

Greenfield Elementary

Name of School

School No. 222

Playground Equipment and Pavilion

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 31st day of Nov, 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 Greenfield 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 Maren Firment

Name of Principal

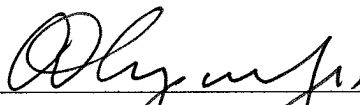
At Greenfield Elementary 6343 Knights Lane N., Jacksonville, FL 32216
School Address

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.

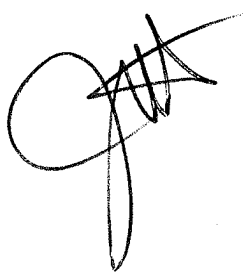
Section 8. Association Use of Property. The City may allow associations, groups or individuals use of the Property for public purposes upon written agreement between City and the association, group or individual, in accordance with the terms and conditions of the Joint Use Agreement. Any such written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

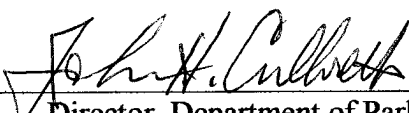
DUVAL COUNTY SCHOOL BOARD

By: 
A. D. AYARS, JR., P.E.
CHIEF OPERATING OFFICER

By: 
Principal



CITY OF JACKSONVILLE

By: 
Director, Department of Parks,
Recreation and Entertainment

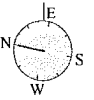
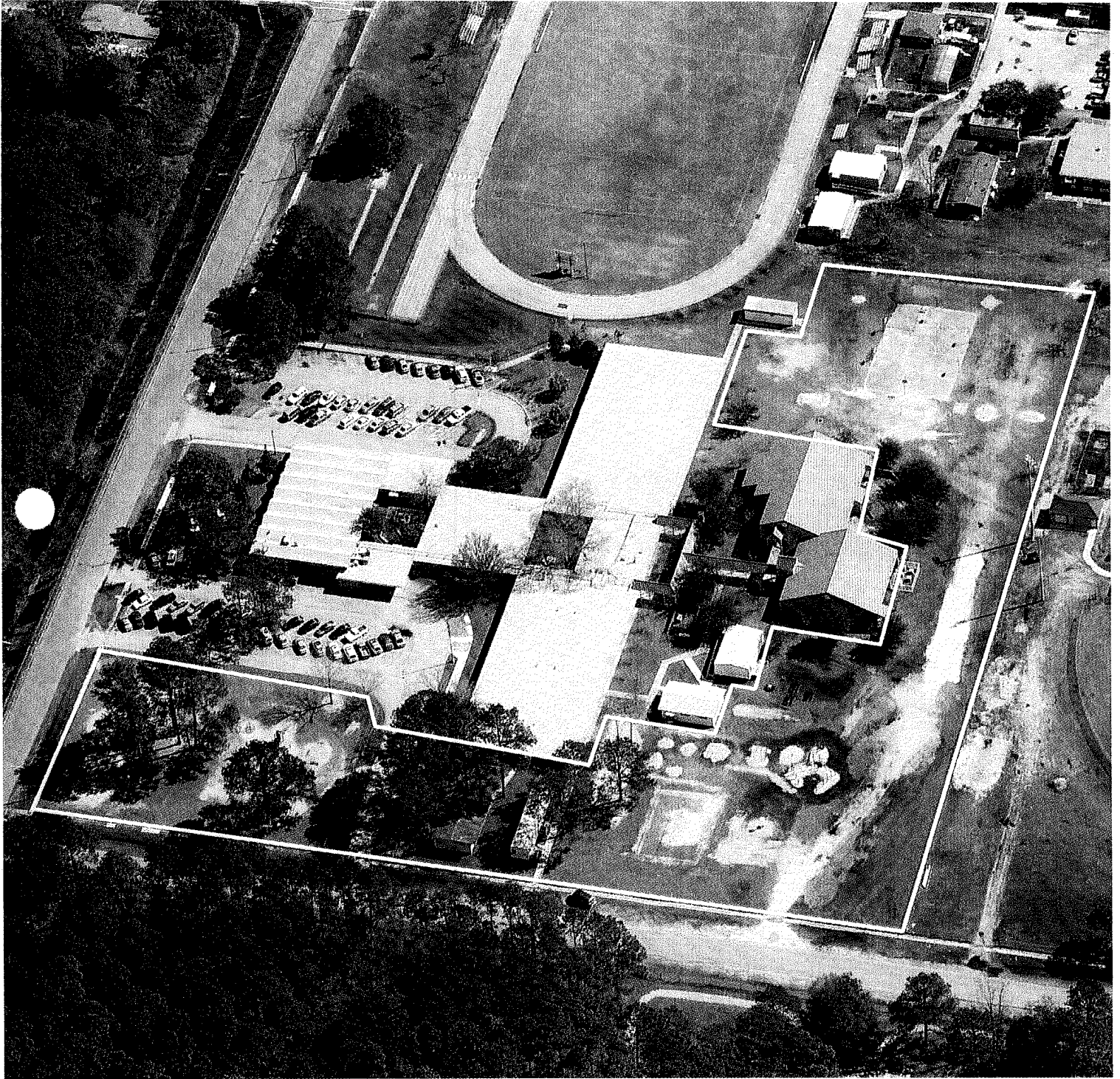


EXHIBIT A

JOINT USE AREA



(c) Copyright 2006, Pictometry International

#222 GREENFIELD ES

Average Scale: 1 inch = 94.6 feet

Distance between tick marks: 87.63 feet

EXHIBIT B

TIME OF USE BY CITY

9
6

The City shall have use of the playground equipment after ~~8~~ 9 p.m. Monday through Friday and all day Saturday and Sunday.

EXHIBIT C

IMPROVEMENTS

Playscape

Swings

Pavilion

Safety surfacing with ADA access

QUOTATION

Contract Connection Inc.

Quote No: QUO-04863-XMSJSU
Version No: 0
Quote Date: 11/09/2006
Today's Date: 11/09/2006
Sales Person: Gary Gleim
Sales Person 2:
Entered By: Jennifer Healy
Ship Via: Best Way
Factory: WOW Playgrounds

✓ 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:

JOB NAME:

City of Jacksonville Dept of Pks, Rec & Entertain
 851 N. Market Street

 Jacksonville, FL 32202
 Attn: Dan Cronrath
 Phone: 904-630-0294
 Fax: 904-630-3562

Greenfield Elementary School/ Playground
 City of Jacksonville Dept of Pks, Rec & Entertain
 6343 N. Knights Lane

 Jacksonville, FL 32216
 Attn: Dan Cronrath
 Phone: 904-630-0294
 Fax: 904-630-3562

Vendor Catalog	Description	Quantity	Unit Price	Amount
-INSTALLATION	Installation of WOW Playground products, SII Timbers & Stakes & Spreadig of Zeager Woodcarpet	1	\$16,009.00	\$16,009.00
ADA-RAMP	ADA Access Ramp	1	\$697.00	\$697.00
SII-BORDER	4' black border	54	\$29.00	\$1,566.00
SII-STAKES	Timber Stakes	56	\$7.00	\$392.00
WOW-87000016	Mound-Matrix Mountain	1	\$7,268.00 15.00%	\$6,177.80
WOW-CUSTOM2	Custom Play Structure Q-000337	1	\$27,545.00 15.00%	\$23,413.25
ZEAGER-WOODCARPET	Woodcarpet Mulch Per Cubic Yard	152	\$14.40	\$2,188.80

Price includes: Border Timbers, Freight, Installation, Safety Surfacing, Standard Colors

 Price excluds: Excavation, Impact Fees, Insurance Subrogation, Landscape Fabric, Permits, Removal & Hauling, replacement fill and/or sod, Site work, storage, Underground Line Location, Underground Obstacle Removal

Additional Discount:
Material Subtotal: \$50,443.85
Tax: \$0.00
Freight: \$4,445.00
TOTAL = \$54,888.85

Prepay Amount: \$0.00

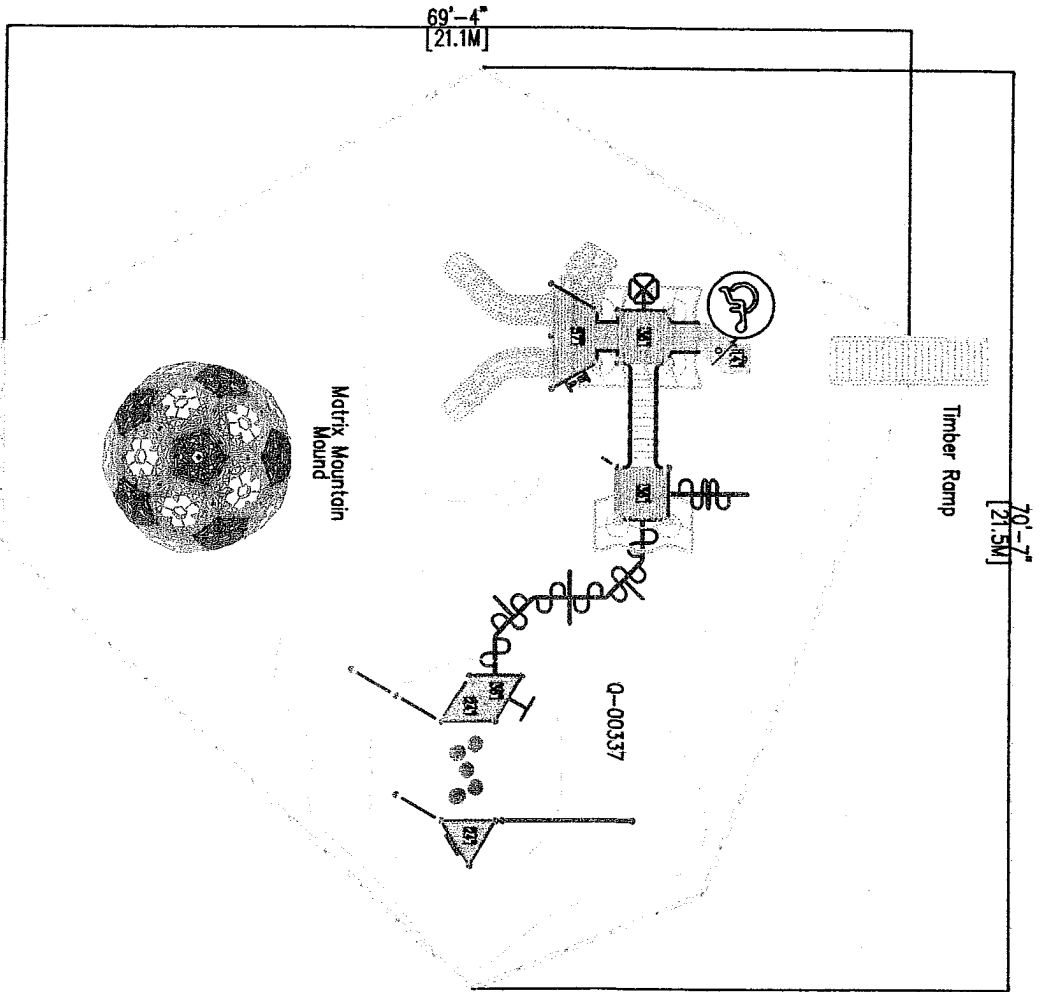
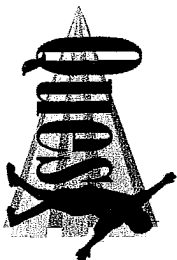
Please Remit All Payments to Pembroke Pines Office

Notes: Pricing protected for 30 Days. FOB Factory. Standard Lead time is 5-7 weeks. Pricing includes 15% Discount on WOW Play Structure & Matrix Mounatin. Site must be clear, level & accessible to equipment or additional charges will be applied for off-loading & storage.

Tax Exempt: Yes **Office: North Florida Office**
Credit Report Required: No **Payment Terms: Net 30**
Lead Time: **Price Protected: 12/7/2006**

In 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.

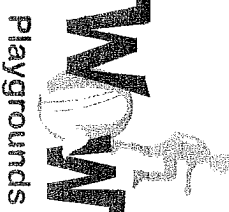
This Play Structure design will meet ADA accessibility guidelines for building and facilities, effective November 17, 2000 as published by the architectural and transportation barriers compliance board with the addition of _____ Ground level components of _____ different types of play and when installed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



Fall Height: 8 ft
 Structure Size: 50' x 31'
 Use Zone Size: 71' x 70'
 Surface Area: 3038 sq. ft.

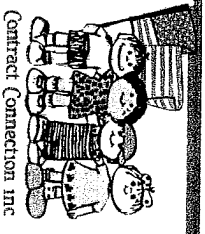
Child Capacity: 65-70
 Age Range: 5-12
 41 Landscape Timbers: 54

Greenfield Elementary School
 Jacksonville, FL



Drawn By: A. Van Der Ploeg
 Consultant: Gary Gleim
 Date: 10/30/06
 Scale: None

TQ-00337-2



Contract Connection Inc

