

Sebreeze Elementary

Name of School

School No. 225

Baseball Field

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), made and entered into this 29 day of July, 2008, 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 Officer, Operations Support, 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 Seabreeze 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 Monday through Friday litter control during the school year. The City shall provide litter control on Saturday and Sunday during the school year and Monday through Friday during the summer school break.

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 _____ 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 Officer, Operations Support, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to _____ William Dutter _____

Name of Principal

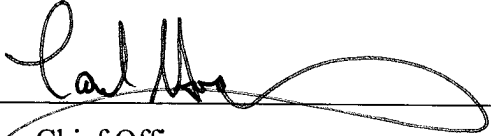
At Seabreeze Elementary 1400 Seabreeze Ave., Jacksonville Beach, FL 32250
School Address

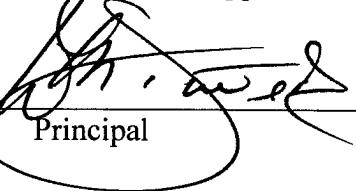
Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Recreation and Community Services and the Chief Officer, Operations Support, are authorized to execute any and all such amendments on behalf of the City and DCSB, respectively.

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, and the Chief Officer, Operations Support. The DCSB may in its sole discretion deny such use.

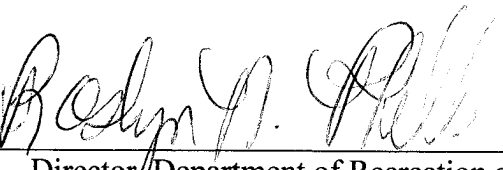
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By: 
Chief Officer,
Operations Support

By: 
Principal

CITY OF JACKSONVILLE

nok By: 
Director/Department of Recreation and
Community Services


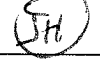
Reviewed by DCSB Maintenance:  For 

EXHIBIT A

SITE PLAN OR DIAGRAM

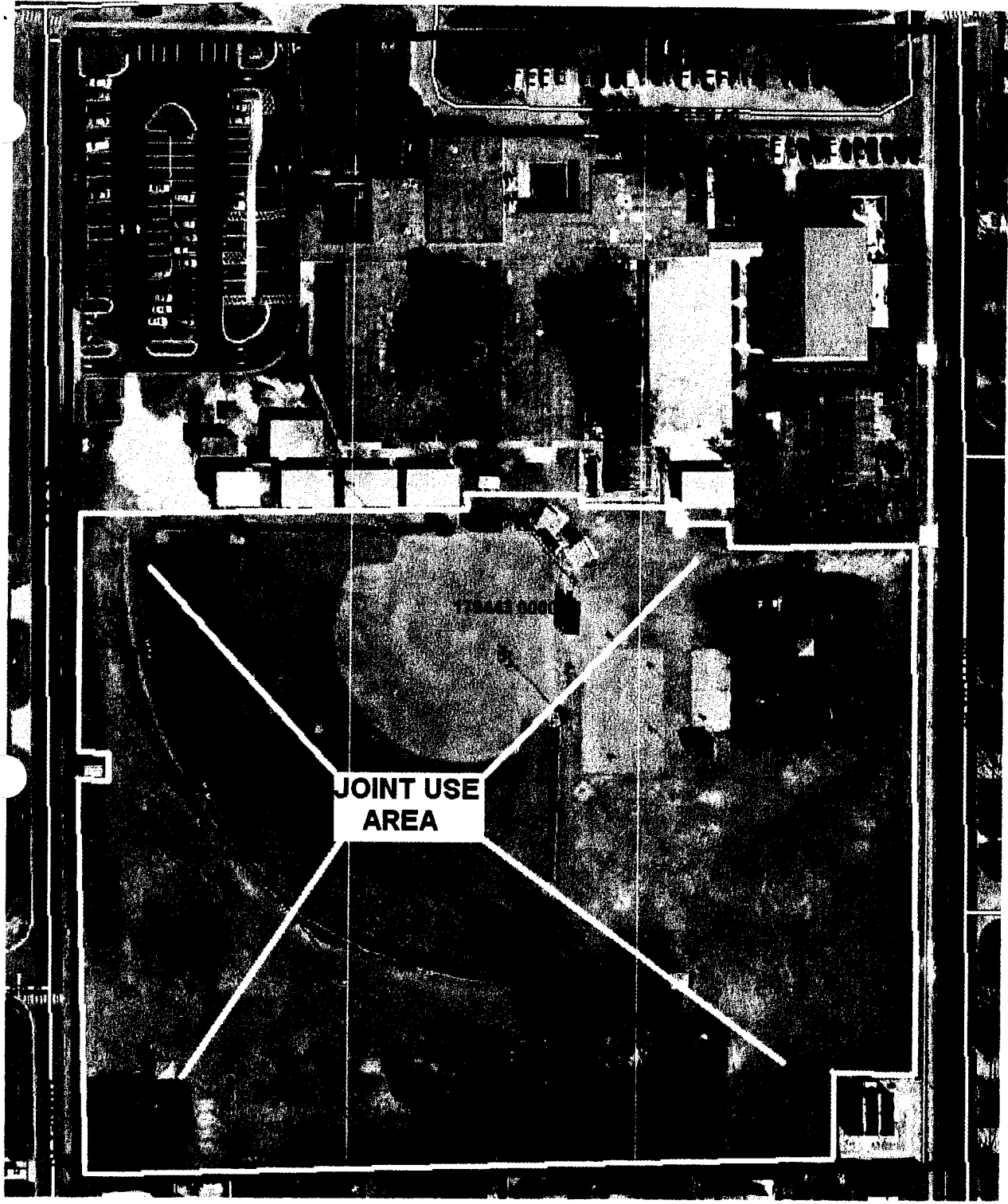


EXHIBIT A

SITE PLAN OR DIAGRAM

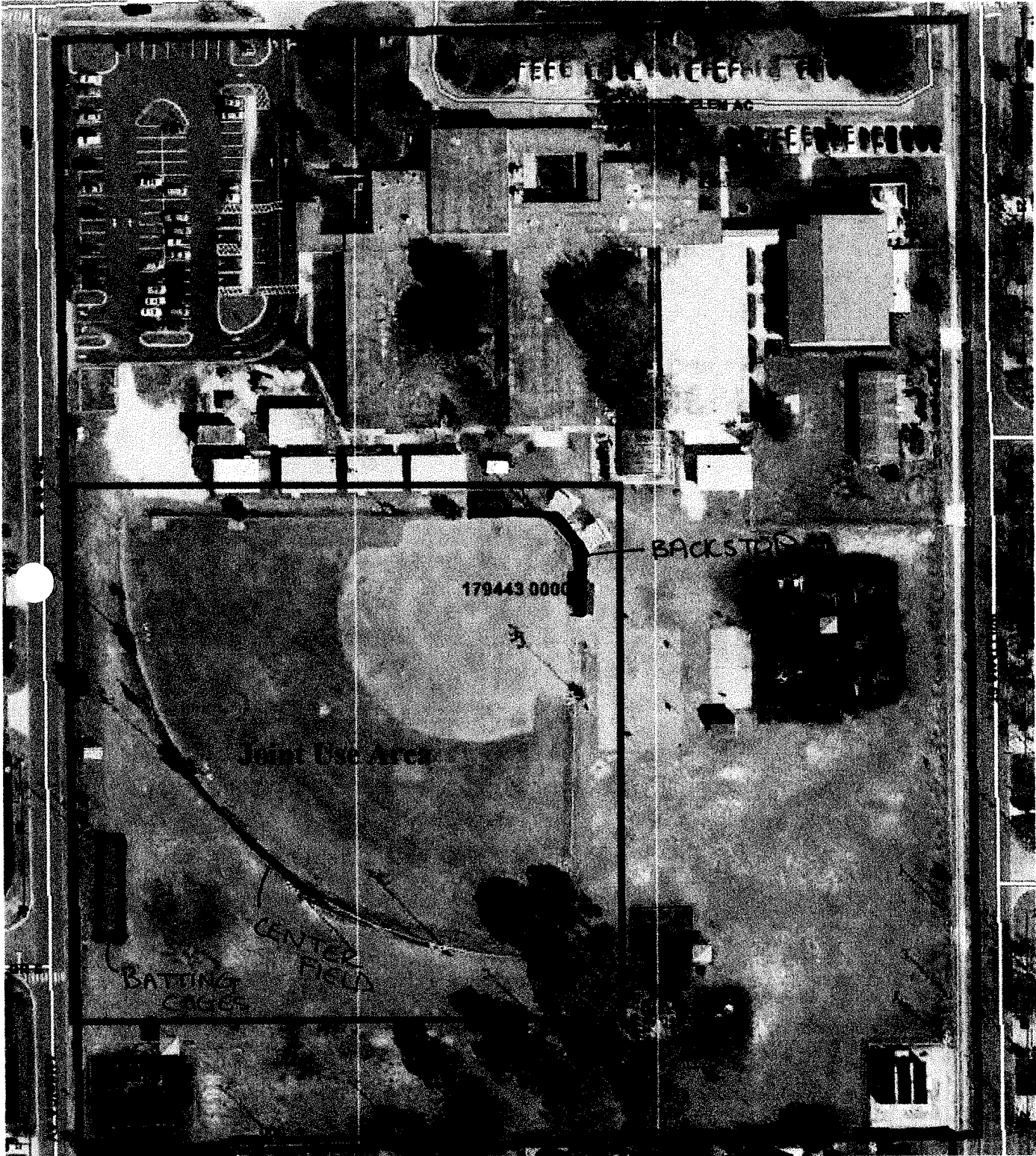


EXHIBIT B

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.

EXHIBIT C

IMPROVEMENTS

Purchase and Installation of Backstop

Batting Cage

Center Field Fencing

**BURBANK TRAWL MAKERS
DBA/ BURBANK SPORT NETS**

P.O. Box 16198

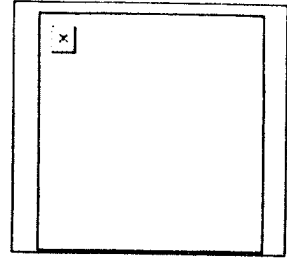
Fernandina Beach, FL 32035-3120

Toll Free: (866) 349-0057 Fax: (866) 349-6775

Phone: (904) 321-0976 Fax: (904) 321-1820

Email: info@burbanksportnets.com

Website: www.burbanksportnets.com



February 26, 2008

TO: Jax Beach Baseball
City Parks and Recreation
Attn: Tom Bartlett
904-249-9395
904-994-1269
Tk1403tmb@comcast.net

FR: Eli Rowe

QUOTE / PROPOSAL

Batting tunnel 11' H x 19' W x 70' L with one divider, #24 twisted knotted nylon, double UV all weather BSF black paint treated, full 3/8" PP rope border, triple stitch seams: \$975.00

Cable and hardware to install netting to existing frame system: \$225.00

Installation by Burbank Sport Nets: Add: \$750.00

(4 backstop extensions 10' higher above existing chain link fence structure) #24 nylon backstop extension and welded pole supports: \$5,966.67 installed -(customer provides lift)

Regards,

Eli Rowe
Sales
Burbank Sport Nets

Thank you for the quick response for our request for the fencing at our field. We have gotten another estimate from the following local fence company. The contact for the company is Ricky Manuel, the name of the company is "All Fenced In". This work will consist of all fencing to divide the batting cage, extend our backstop and fill in the "crumpled" fence, that continues to be a hazard to our supporters. Estimate as follows:

For the back stop, estimate cost is:

\$650 in materials
\$600 in labor
\$250 rental of fork lift

For the batting cage
2 fences w/2 gates that will be the central walk way
1 gate entrance

\$800 in materials
\$60 in labor

Center Field Fencing
13 sections of 8' High x 10' Wide
\$1,500 in materials
\$850 in labor

TOT: 4,710.00

Sincerely,

Tom Bartlett (c) 994-1269
(h) 249-9395 (o) 652-7877