

Murray Hill Park

Name of City Park

Across from Ruth Upson Elementary School No. 19

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), made and entered into this 3rd day of December, 2013, 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 3 December 2013 (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 the 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 DCSB shall have the right to use jointly with CITY the area designated on the plat diagram or site plan attached hereto as Exhibit A and made a part hereof (the “Property”) at Murray Hill Park for educational and recreational purposes only. The DCSB 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 DCSB may install a fence to enclose the playground area located at the northerly end of the park (see Exhibit C for proposed fence location.)

Section 3. Maintenance of Improvements and Property. DCSB shall maintain, at its sole cost and expense, any Improvements installed by the DCSB on the Property. CITY shall continue to maintain the Property and all improvements currently installed thereon.

Section 4. Title of Improvements. CITY, at its option, may keep any or all of the Improvements installed by DCSB on the Property and the DCSB shall convey its rights, title and interest in the Improvements "as is" with no warranties as to merchantability or fitness to the CITY or CITY may require the DCSB 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 3 December 2013 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, Parks and Recreation, 214 N. Hogan St., 3rd Floor, Jacksonville FL 32202, 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 the Principal at Ruth Upson Elementary School No. 19, 1090 Dancy St, Jacksonville, Florida 32205.

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.

SIGNATURES ON NEXT PAGE

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

By: 
Director, Parks and Recreation

EXHIBIT A



EXHIBIT B

HOURS OF USE

The DCSB shall have joint use of the park during school hours, 8:30am – 3:30pm, Monday through Friday, during the school year.

EXHIBIT C

IMPROVEMENTS

The DCSB may construct a fence for security purposes in the general area as designated in the aerial below.

