

Bayview Elementary School # 84

Lake Shore Middle School # 69

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 8<sup>TH</sup> day of APRIL, 2009, 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 the Chief Operating Officer, or successor, 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 site plan attached hereto as Exhibit A and made a part hereof (the "Property") at Lake Shore Middle School # 69 and Bayview Elementary School # 84 for 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. Said use of property by the City will not interfere with planned school activities.

Section 2. Improvements. The City may install improvements upon approval by the DCSB. All improvements installed by the City shall meet Florida Department of Education safety standards. Improvements previously installed by the City include all of the dugouts, pavilions, barbeque grills, water fountain, playscape and movable bleachers.

Section 3. Maintenance of Improvements and Property. The City shall maintain, at its sole cost and expense, improvements installed by the City on the Property. The City shall maintain the Property delineated as Area "A" on Exhibit A, and any improvements made by the City thereon and provide year round daily litter control. The City shall provide daily litter control during the summer for Area "B" as delineated on Exhibit A. The City shall maintain a dumpster within Area "A".

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/or 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 continue from the date of execution until 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 Chief Operating Officer, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to Principal at Lake Shore Middle School # 69, 2519 Bayview Avenue,

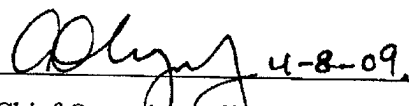
Jacksonville, FL 32210, and with a copy to Principal at Bayview Elementary School # 84, 3257 Lake Shore Drive, Jacksonville, FL 32210.

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 Chief Operating Officer 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 and DCSB may allow associations, groups or individuals use of the Property for public purposes upon written agreement between 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 the City, DCSB 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.

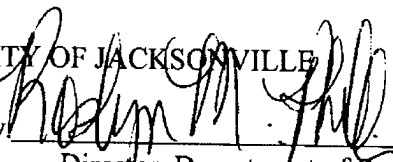
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By:  4-8-09  
Chief Operating Officer

By:   
Principal, Lake Shore MS # 69

By:   
Principal, Bayview ES # 84

CITY OF JACKSONVILLE  
By:   
Director, Department of Parks,  
Recreation and Entertainment

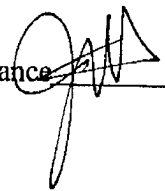
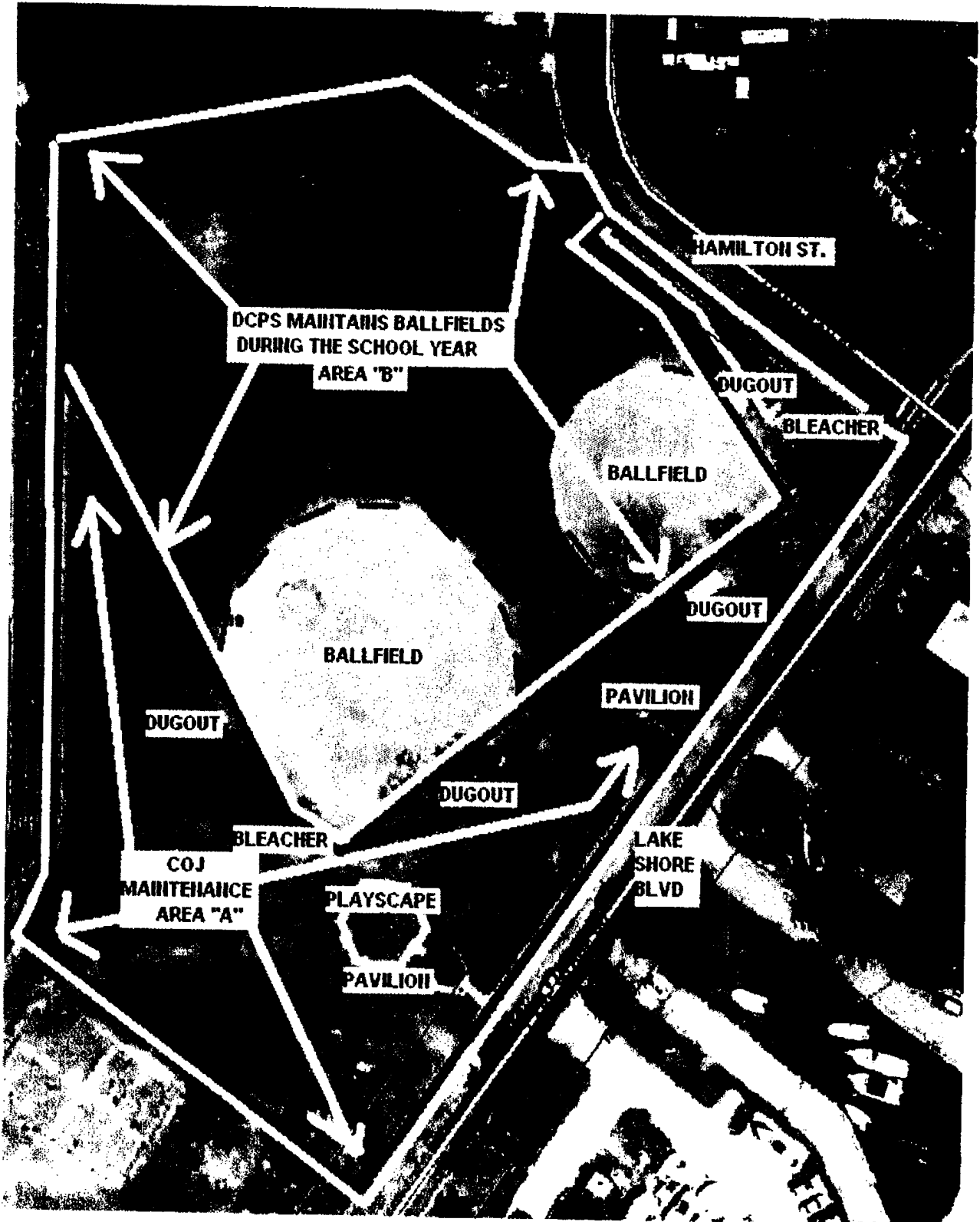
Acknowledged DCSB Maintenance 

EXHIBIT A



## EXHIBIT B

### TIME OF USE BY CITY

During the normal school year, the City shall have use of the playground equipment and ballfield areas after 6 p.m., Monday through Friday, and all day Saturday and Sunday. Said use of property by the City will not interfere with planned school activities. During the summer recess, the City shall have use of the playground equipment and ballfield areas, Sunday through Saturday, from sunrise to sunset.