

Jacksonville Beach Elementary

Name Of School

School No. 144

Track Improvements

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 20 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 Jacksonville Beach Elementary School, 315 South Tenth Street, 32250 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 Jill Leinhauser

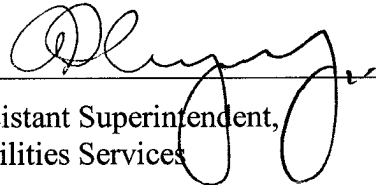
At 315 South Tenth Street, Jacksonville Beach, FL 32250  
(School Address)

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.

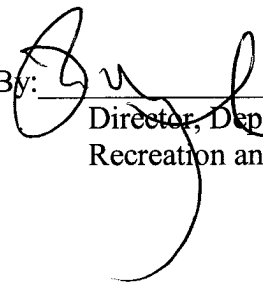
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By:   
Assistant Superintendent,  
Facilities Services

By:   
Principal

CITY OF JACKSONVILLE

By:   
Director, Department of Parks,  
Recreation and Entertainment

# EXHIBIT A

### JAXGIS Property Information



RE #	Name	Address	Total Value	Acres	Plat Book	Map Panel	Legal Descriptions	Flood Zone	Land Use	Zoning	Ash Site	ENT
177331 0000	DUVAL COUNTY SCHOOL BOARD	107TH ST 32280	13302007	7.71999979019		571 3	18-29 33-2S-29E BEACH HEIGHTS SID LOTS 6,7,8,9 BLK 8, LOTS 4,5,6 BLK 9	Not in Flood Zone				

## 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.

EXHIBIT

C

# Your Project: Jacksonville Beach

## Elementary School Track

Proposed Track:

Length: 958 feet long  
Width: 9 feet wide

Construction: 3 inches Type III resilient asphalt. Over compacted subgrade. Demolition: Removal of existing track materials and removal of 4" by 9' foot area.

Project Cost: Total cost = \$ 34,662

Item 1. Remove existing track and install into existing play areas.  
= \$ 9,656.00

Item 2. Install sub-grade and lime rock.  
= \$ 12,006.00

Item 3. Install asphalt.  
= \$ 10,406.00

Item 4. install striping.  
= \$ 2,594.00

By CITY OF JAX  
By CITY OF JAX

April 26, 2004

Jacksonville Beach Elementary School  
Jacksonville Beach, FL

Attn: Mr. Stacey Rohrer

Re: Jacksonville Beach Elementary School  
Proposed Walking/Jogging/Running Track  
Fee Proposal

Stacey,

Upon our revisiting the school site we have reviewed the suggested change in construction method wherein we would eliminate the lime-rock sub-base. After much consideration we propose to install two layers of asphalt. The first layer would be two (2") inches thick, Type III, resilient asphalt. This layer or course would act as a stabilized sub-base and would allow the asphalt roller to properly consolidate the asphalt pavement. The second layer of asphalt would be the "wearing surface" and would be one (1") inch thick. This method of construction is in accordance with FDOT Standard 289. This method of construction also would provide a track with longevity provided the following is adhered to:

- That NO vehicles use the track as an ingress/egress path to the infield of the multi-use track. It is our intent to provide a thickened concrete apron/driveway into the infield that will cross the track and provide a maintenance access point. This is to be the only vehicle access location to the infield of the playground/track area.

Our fee proposal is based on the above criteria. If selected to install your track it is our intent to come onto the site and complete construction as follows:

1. Barricade site for safety and install appropriate signage.
2. Excavate; remove approximately (3-1/2") of fine stone/sand, geo-textile and remove from site. In any low areas we will backfill with a combination of fine stone and sand. These materials would be mechanically compacted to approximate relative density of ninety-five (95) percent.
3. After compaction of sub-base we would install the base course of asphalt. This course will act as the modified sub-base and be compacted accordingly. This asphalt layer would be installed in one (1) - (2") - two inch layer.
4. After several days of curing a second layer of asphalt would be installed. This asphalt layer would be installed in one (1") - one inch layer.
5. An area would be left out of the asphalt for the installation of the six (6") inch thick, steel reinforced concrete driveway/maintenance vehicle access to the playground.
6. Clean-up, inspection with owner and demobilization.

Our revised fee for the proposed work, as described above, is \$35,912.00. This amount includes a performance/payment bond for this project. If a bond is not required the revised total fee is \$34,662.00.

Your next question is "How long will this take?" From the time we receive a purchase order or contract weather permitting we should be done in six (6) weeks.

We are looking forward to hearing from you and if you have any questions don't hesitate to call me at cell # 651-8405 or office # 282-5073.

Thank You,

James Newman  
Vice President

JN/yn



Cc: file