

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 22nd day of August, 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 January 20, 1998 (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 and Recreation, 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.

WHEREAS, this Memorandum supersedes the previous Memorandum dated August 12, 1999.

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 Parkwood Heights Elementary School No. 208 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. If applicable, 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, or at a location deemed appropriate and agreed to by DCSB. All Improvements shall meet Florida Department of Education safety standards.

Section 3. Maintenance of Improvements and Property. The City shall maintain, at its sole cost and expense, the Improvements installed by the City on the Property listed in Exhibit C. The City will perform typical park maintenance.

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 6/1/13 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 and Recreation, 214 N. Hogan Street, Jacksonville Florida 32202, and served upon DCSB by registered or certified mail, return receipt requested, addressed to the Chief Officer Operations Support, 1701 Prudential Drive, Jacksonville, FL 32207-8181, with a copy to the DCPS Director of Real Estate and a copy to the Parkwood Heights Elementary School No. 208 principal.

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 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. 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

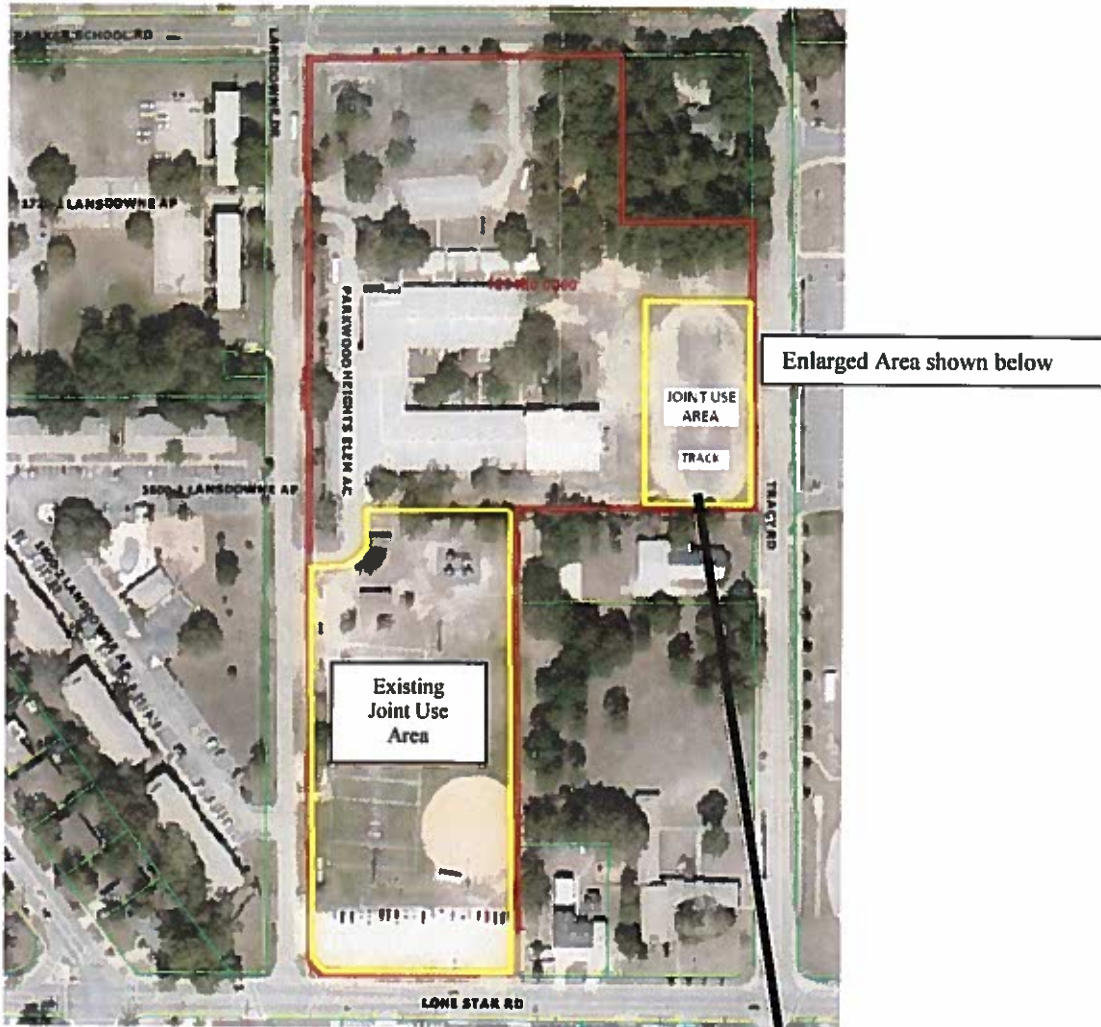
By:   
Principal

CITY OF JACKSONVILLE

By:   
Director, Department of Parks,  
Recreation and Entertainment

EXHIBIT A  
THE PROPERTY

PARKWOOD HEIGHTS ELEMENTARY SCHOOL #208  
JOINT USE AREA- EXISTING JOINT USE AREA AND NEW TRACK AREA



**EXHIBIT B**  
**TIME OF USE**

**The City shall have use of the Property from 6:00 PM to 9:00 PM weekdays and all day on Saturdays and Sundays.**

**EXHIBIT C**  
**IMPROVEMENTS**

The City is responsible for operations, maintenance and repairs of the Existing Joint Use Property shown in EXHIBIT A. Improvements previously installed by the City are field lighting, dugouts, backstop and pavilion.

The DCSB may install and subsequently maintain a walking track and associated improvements within the Joint Use Track Area as designated on Exhibit A. The City, per Ordinance 2013-488, shall provide for partial funding of the construction of the walking track and associated improvements.