

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), made and entered into this 31<sup>st</sup> day of MARCH, 2017, by and between the City of Jacksonville, a municipal corporation, hereinafter referred to as “City” and SCHOOL BOARD OF DUVAL COUNTY, a body politic and corporate, hereinafter referred to as “DCSB”.

WITNESSETH:

WHEREAS, School Board and City entered into a Joint Use Agreement dated January 20, 1998; and that certain First Amendment to Joint Use Agreement (the "First Amendment") dated effective January 22, 2002; and that certain Second Amendment to Joint Use Agreement (the "Second Amendment") dated effective December 16, 2015; and that certain Third Amendment to Joint Use Agreement (the “Third Amendment”) dated effective December 7, 2016; 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; and

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 Community Services and Assistant Superintendent, Operations, 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 LANDMARK MIDDLE SCHOOL NO. 256, 101 Kernan Blvd N., Jacksonville, FL 32225 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 A, attached hereto and made a part hereof.

Section 2. Improvements. The City shall install the improvements listed on Exhibit B; attached hereto and made part hereof (the "Improvements"). 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 City, at its sole cost and expense, will provide at least weekly litter control during its use of the designated area and will provide more frequent clean-ups based on level of use. The City will provide for the emptying of the trash receptacles during the school breaks in the winter, spring and summer. If the City use of the playfield results in extraordinary wear and tear to the field as concluded by both parties, the City shall assist DCSB with the maintenance costs of the playfield. Dogs and other animals shall not be allowed on the Property.

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, Department of Parks, Recreation and Community Services, 214 N. Hogan Street, Suite 400, Jacksonville Florida 32202 and served upon DCSB by registered or certified mail, return receipt requested, addressed to Assistant Superintendent, Operations, 1701 Prudential Drive, Room 547, Jacksonville, FL 32207-8181 with a copy to the school principal at 101 Kernan Boulevard North, Jacksonville, Florida 32225.

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 Community Services and the Assistant Superintendent, Operations, 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:   
Assistant Superintendent, Operations

By:   
Principal, Landmark Middle School No. 256

CITY OF JACKSONVILLE

By:   
Director, Department of Parks,  
Recreation and Community Services

EXHIBIT A  
MEMORANDUM OF UNDERSTANDING  
LANDMARK MIDDLE SCHOOL NO. 256

101 Kernan Blvd N.  
Jacksonville, FL 32225



HOURS OF USE

**HOURS OF USE**

Public Use Hours- The City may use the track and parking area after school hours 6pm-9pm (or dusk) and all day from dawn until dusk on Saturdays and Sundays, including Holidays, Spring Break, Summer Break and Winter Break, on a not to interfere basis with school activities. City shall post signs to indicate Public Use Hours accordingly.

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**EXHIBIT B**  
**MEMORANDUM OF UNDERSTANDING**  
**LANDMARK MIDDLE SCHOOL NO. 256**  
**IMPROVEMENTS**

The City shall make the improvements to the school site as indicated in the above drawing and listed below along with the following listed other improvements;

1. Seal coat and stripe the track – One time only at the commencement of the MOU  
Estimated Cost \$20,000