

Emmett Reed Park

Name Of Park

Park No. 9

MEMORANDUM OF UNDERSTANDING
FOR
CITY PARK PROPERTY

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 21 day of March, 2002, 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 DCSB shall have the right to use jointly with the City the area designated on the park diagram or site plan attached hereto as Exhibit A and made a part hereof (the "Property") at 1093 W. 6th St. Jacksonville, FL 32209 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. Correction of Unsafe Condition. The DCSB shall provide proper supervision and safe conditions during its use of the Property. 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 of the sidewalk or from debris, trash and other unsightly refuse associated with congregations of persons as spectators and participants in recreational or other activities, placed on the Property during the DCSB's use of the Property.

Section 3. Indemnification. DCSB shall hold harmless, indemnify and defend the City, its officers, employees and elected officials against any claim, action, loss, damage, injury, liability, cost and expense, of whatever kind or nature arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to any negligent act or omission of the DCSB in its performance under this Agreement.

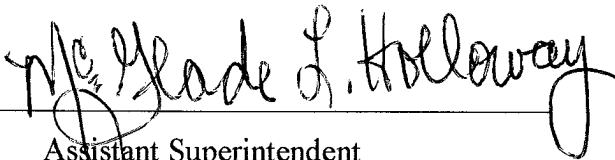
Section 4. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning 3/10/02 and shall continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

Section 5. 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.

Section 6. 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.

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

CITY OF JACKSONVILLE



By:  
Director, Department of Parks,
Recreation and Entertainment

EXHIBIT A

SITE PLAN OR DIAGRAM

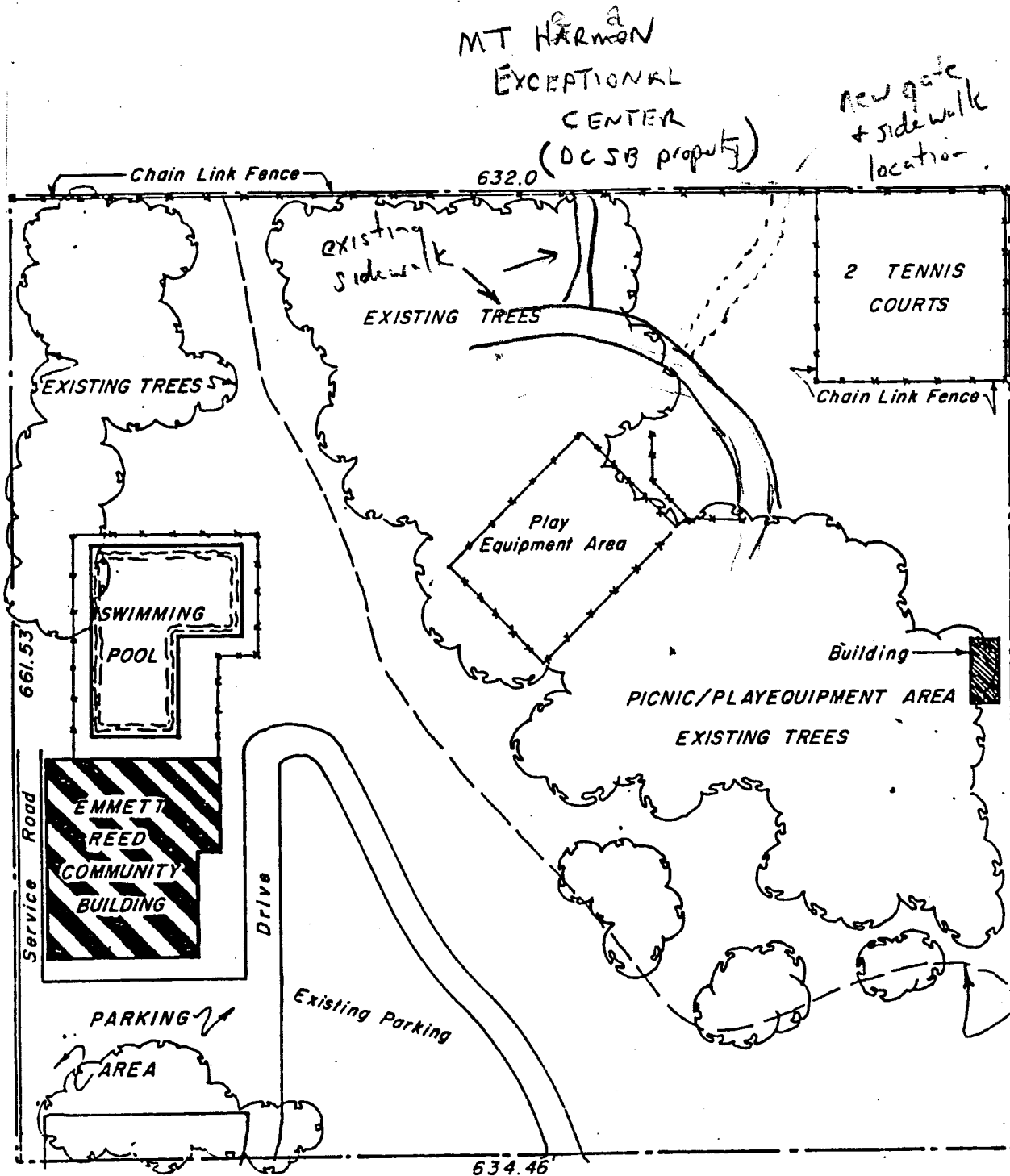


EXHIBIT B

TIME OF USE BY DCSB

Use of the walkway will be during school hours Monday through Friday.

EXHIBIT C

IMPROVEMENTS

DCSB will construct an ADA accessible sidewalk from the Mt. Herman property line to the existing walkway for use to evacuate the school in case of emergency. A gate will also be installed in the existing fence to access the walkway.