

William M. Raines High School

Name Of School

School No. 165

Two sets of Portable bleachers

General Description

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 22 day of January, 2007, 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 William M. Raines High School 3663 Raines Ave. for
(Name of School)
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 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 1/22/02 and shall continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

Section 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 Assistant Superintendent, Facilities Services, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to _____

Principal
Name of Principal

At 3663 Raines Avenue
School Address

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 Assistant Superintendent, Facilities Services 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: Myrlade L. Holloway
Assistant Superintendent,
Facilities Services

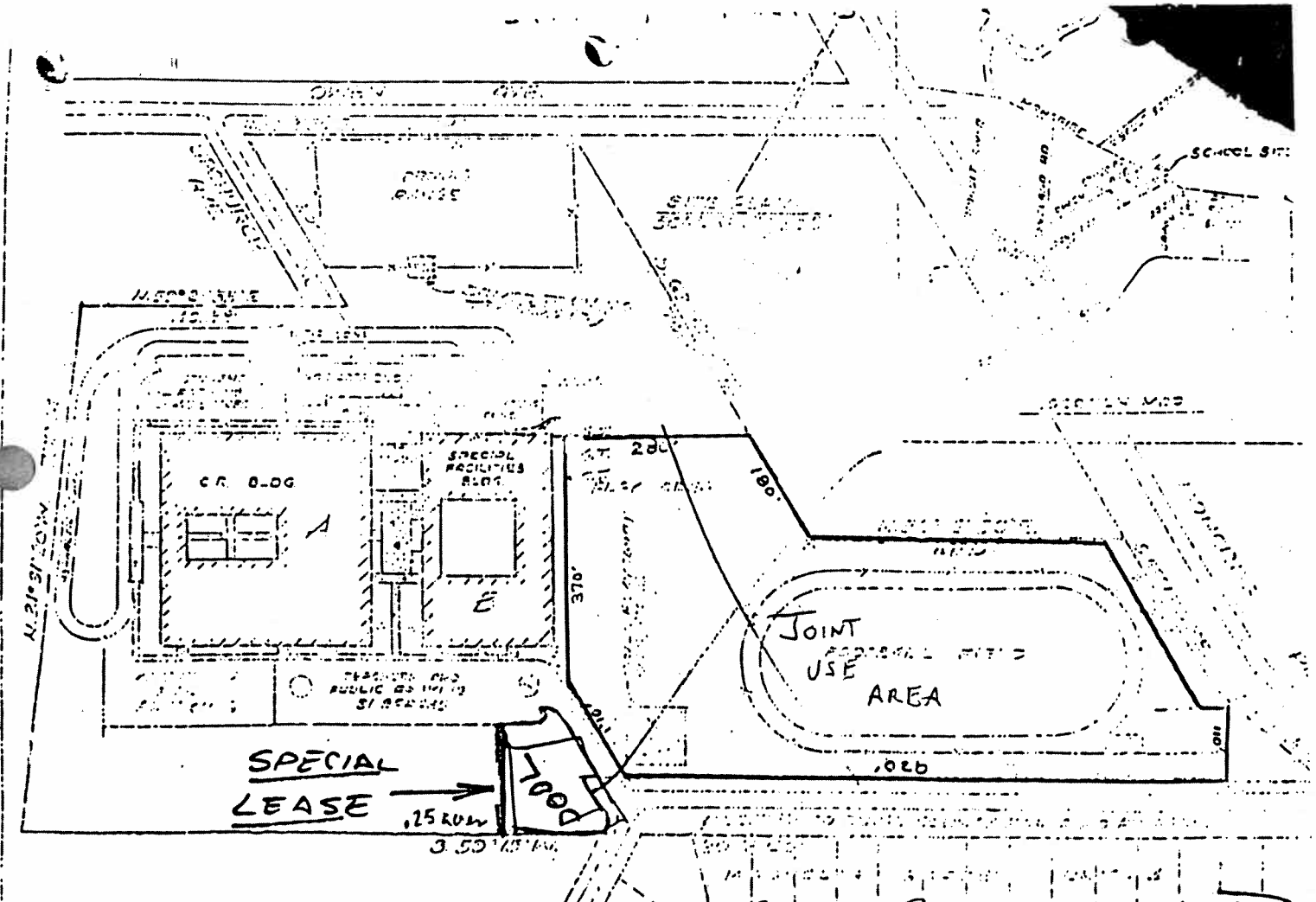
By: R. Mitchell
Principal

CITY OF JACKSONVILLE

By: Debra Lynn 1/29/02
Director, Department of Parks
1/17/02 Recreation and Entertainment DLB
1/18/02

EXHIBIT A

SITE PLAN OR DIAGRAM



DESCRIPTION OF PROPERTY:

LOTS 11, 12, 13, PART OF LOT 12 AND 13, ALL OF LOT 14, BEING PART OF THE TRACT OF LAND IN THE CITY OF ...

Alvin ... *Frank ...*

WILLIAM ... NO. 165

EXHIBIT B

The city shall have use of the area after 5 p.m. and all day on
Saturday and Sunday.

EXHIBIT C

IMPROVEMENTS

10/12/2001 15:17
 10/12/01 FRI 11:20 FAX 319 987 2900

KAY PARK-REC CORP.

NO. 908

KAY PARK RECREATION QUOTE FORM

P.O. BOX 477
 IANESVILLE IOWA 50647
 PHONE: 800-553-2478
 FAX: 319-987-2900

DATE: 10/12/01

QUOTED BY
Karolyn Sorge

QUOTE FOR: CITY OF JACKSONVILLE SHIP TO SAME
 DEPT. OF PARKS & REC.
 555 WEST 44TH ST.
 JACKSONVILLE, FL 32208

CONTACT RICK SAWYER PHONE 904-630-5401
 FAX 904-630-5415

Shipping Charges				Quoted Shipping Costs				
Prepay		Collect						
Dist/Rep	Wrt By	Reseller	Ship Via	F.O.B Point	Charge	C.O.D.	Credit Check	
	KKS		KAY				OK <input type="checkbox"/>	Refuse
QTY.	MODEL	DESCRIPTION				PRICE	Unit Price	Total Price
3	SPBL30	SPEEDY BLEACHERS 8 ROW x 30 KPR GALVANIZED				20580	\$23,922.00	\$71,766.00
THANK YOU FOR THE OPPORTUNITY TO QUOTE.								
KAROLYN K. GORGE								
SUBTOTAL								\$71,766.00
FREIGHT								\$7,353.00
TOTALS								\$79,119.00

William M. Raines High
(Name of School)
School No. 165

MEMORANDUM OF UNDERSTANDING
FOR SWIMMING POOLS

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 12 day of August, 1999, 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 swimming pools constructed by City and DCSB on DCSB property 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 swimming pool setting forth in detail the extent of the use to be made of each swimming pool;

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 considered necessary by the parties to ensure the jointly used swimming pool is well maintained and operated.

NOW THEREFORE, the parties in consideration of the foregoing and the mutual promises and covenants herein, agree as follows:

Section 1. Use.

(a) The City and DCSB shall have the right to use jointly the swimming pool (the "pool") at William M. Raines High for educational and recreational purposes only.
(Name of School)

The City and DCSB shall have the right to use the pool for the purposes stated herein at the times set forth in Exhibit A, attached hereto and made a part hereof.

(b) The DCSB shall provide reasonable, safe public access to the pool facilities during the time periods the pool is utilized by the City.

(c) City shall notify the school principal seven (7) days in advance when City schedules usage at the pool that generates fees.

Section 2. Management of Pools.

The DCSB shall provide both an instructor and a sufficient number of certified lifeguards as required by Section 514.071, Florida Statutes and Rule 10D-5.137, Florida Administrative Code, to safely manage the pool, during those times when the pool is being used for or in conjunction with school activities or educational purposes and programs; and the City will provide a pool manager and a sufficient number of certified lifeguards as required by the above stated statute and rule to safely manage the pool, during those periods when the pool is being used for or in conjunction with City's recreational or instructional programs by the general public.

Section 3. Maintenance of Pool.

(a) DCSB will be responsible for basic cleaning of the pool area and restrooms during

school use; and the City will be responsible for such cleaning during City use. All such cleaning by DCSB and City shall be completed prior to locking up the pool at the end of the day. Each party shall be responsible for visually inspecting the pool basin and deck area for safety hazards and for water testing the pool to ensure the chemical balance is within accepted standards prior to usage by that party.

(b) The City shall be responsible for obtaining and paying for the maintenance and repair of the pool, including but not limited to motors, pumps, electrical, plumbing, fencing, and other features of the pool itself. The pool is to be maintained in a safe economical condition at all times. The City shall notify the DCSB Facilities Department prior to repair or maintenance when the cost of any such repair or maintenance to be performed by City exceeds \$5,000. The DCSB shall be responsible for obtaining service to and paying for the inspection, maintenance and repair of utilities supplying the pool from the fence out, including, but not limited to, water, sewage, all backflow preventors, and electric.

(c) During the swim season, the Swim Coach shall be responsible for taking out and neatly storing the competition lane ropes.

Section 4. Alterations.

The DCSB shall have the right to make alterations to the pool or pool utilities. The DCSB shall notify the City in writing when any construction, demolition, renovation or activity affecting the pool or pool utilities is planned. A representative of the City's Department of Parks, Recreation and Entertainment will be notified and invited to attend the meetings concerning construction, demolition, renovations or activity affecting the pool or pool utilities.

Section 5. Custodial Services.

Any additional expense for custodial services, including but not limited to any overtime compensation, required by the operation of the pool by the DCSB or the City during the respective activities carried out by each shall be borne by whichever party creates the need for such expense. In the event the City makes it necessary to keep the DCSB custodian overtime occasioned by its use of the pool, then in such event, the City shall reimburse the DCSB for such additional expense upon receipt from the DCSB of any appropriate statement therefor.

Section 6. Shower and Locker Rooms.

Upon receipt of prior reasonable notice, and if not in conflict with school activities, the DCSB agrees to permit the use of its shower and locker rooms at the school in connection with special events sponsored by the City, provided a member of the school staff appointed by the school principal is employed and paid by the City for each hour of City use. The DCSB will permit the use of its shower and locker rooms for the use by the general public for general type swimming pool activity. If restrooms were not constructed as part of the pool areas, access to school restrooms during public swimming will be made available, and a member of the school staff, appointed by the principal, will be employed and paid by the City during the hours of public use.

Section 7. Utilities.

The DCSB shall be responsible for obtaining and paying for water and utilities for the pool. The City shall be responsible for obtaining and paying for chemicals, chemical treatment and other treatment of the pool water in compliance with requirements imposed by the public health authorities.

Section 8. Memorandum Period and Termination.

This Memorandum shall be effective for the period beginning 8/12/99 and shall
(Put in Date)
continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

Section 9. 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, Florida 32207-8181 with a copy to the Principal at 3663 Raines Ave. (32209).
(Name of Principal) (School Address)

Section 10. Amendments.

This Memorandum may be amended from time to time by written request and agreement 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

By: _____
Principal

CITY OF JACKSONVILLE

By: _____
Director, Department of Parks, Recreation
and Entertainment

EXHIBIT A

TIME OF USE BY CITY FOR ALL POOLS UNDER THE JOINT AGREEMENT

Saturdays and Sundays only – April 10-June 11, 1999

Seven days a week, Monday through Friday from 10:30 in the morning on (School has use until 10:30 a.m.) – June 12-August 15, 1999

Saturdays and Sundays only – August 21-September 26, 1999

William M. Raines High
(Name of School)

School No. 165

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(Name of School)

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(b) The DCSB shall provide reasonable, safe public access to the pool facilities during the time periods the pool is utilized by the City.

(c) City shall notify the school principal seven (7) days in advance when City schedules usage at the pool that generates fees.

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(Put in Date)
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(Name of Principal) (School Address)

Section 10. Amendments.

This Memorandum may be amended from time to time by written request and agreement 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: McGladie L. Holloway
Assistant Superintendent,
Facilities Services

By: G. R. Mitchell
Principal

CITY OF JACKSONVILLE

By: Anne Beery
Director, Department of Parks, Recreation
and Entertainment

EXHIBIT A

TIME OF USE BY CITY FOR ALL POOLS UNDER THE JOINT AGREEMENT

Saturdays and Sundays only – April 10-June 11, 1999

Seven days a week, Monday through Friday from 10:30 in the morning on (School has use until 10:30 a.m.) – June 12-August 15, 1999

Saturdays and Sundays only – August 21-September 26, 1999

DIST. 5 PARK 5

OWEN AVE.

UPCHURCH AVE.

SITE PLAN SCALE 1"=300'

S. 62° 19' 05" E 700'

N. 21° 31' 20" W. 722.14'

N. 59° 21' 35" E. 401.38'

N. 59° 12' 50" E.

DRAWING RAUSE

DANGER TRAILERS (2)

S. 62° 19' 05" E 700'

LOCATION MAP

SCHOOL SITE

APPLICANT

PROPOSED

APPLICANT

PROPOSED

APPLICANT

PROPOSED

APPLICANT

PROPOSED

APPLICANT

PROPOSED

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APPLICANT

PROPOSED

APPLICANT

PROPOSED

APPLICANT

PROPOSED

APPLICANT

PROPOSED

APPLICANT

78 AC

45

SPECIAL LEASE 25 AC

S. 59° 15' 14" W.



ADDITIONAL PAVING

TEACHERS AND PUBLIC PARKING 91 SPACES

C.R. BLDG

STUDENT PARKING 43 SPACES

VO. ARTS BLDG.

MIN. SPECIAL FACILITIES BLDG.

CONTRACTING CONC.

370'

ST. 280'

ST. PLAY AREA

CONC. PLAYCOURT OCT, 1968

FOOTBALL FIELD

N. 59° 12' 50" E. 413.91'

1026'

2075.06'

MARYOLVA GARDENS

UNIT - 2

DESCRIPTION OF PROPERTY:

LOTS 9, 10, 11, PART OF LOT 12 AND 13, ALL OF LOTS 14, 15, 17, 18, 19, 20, 21, 22 AND ALL OF LOTS 5 AND 6 AND PART OF LOTS 29 AND 34 AS SHOWN ON THE PLAN OF PLATTING AND SUBDIVISION AS APPROVED IN PLAT BOOK 115 AND 45 AS PART OF THE CURRENT PUBLIC RECORDS OF DAVENPORT COUNTY, IOWA. 78 AC 45

Approved by *William Raines*

William Raines

RECORDED 11/30/11