

Baldwin Middle/High School

Name of School

School No. 38

Athletic & Maintenance Equipment

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 8<sup>th</sup> day of February, 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, Entertainment and Conservation 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 Baldwin Middle Senior High School, 291 Mill Street West, Baldwin, FL 32234

(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 1/29/2007 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, Entertainment, and Conservation, 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 Dr. Donna Richardson

At Baldwin Middle Senior High School, 291 Mill Street West, Baldwin, FL 32234

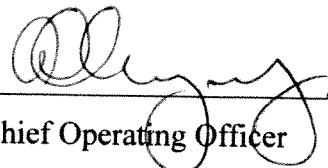
School Address

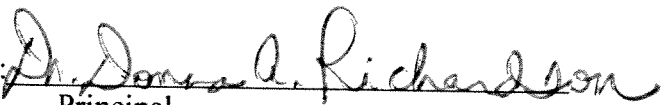
Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation and Entertainment and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City 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.

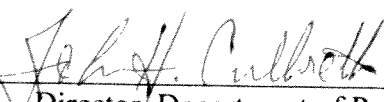
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

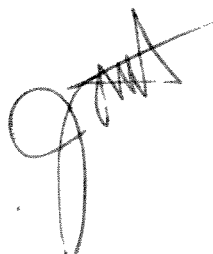
DUVAL COUNTY SCHOOL BOARD

By:   
Chief Operating Officer

By:   
Principal

CITY OF JACKSONVILLE

By:   
Director, Department of Parks,  
Recreation and Entertainment



# EXHIBIT A

## SITE PLAN OF SCHOOL

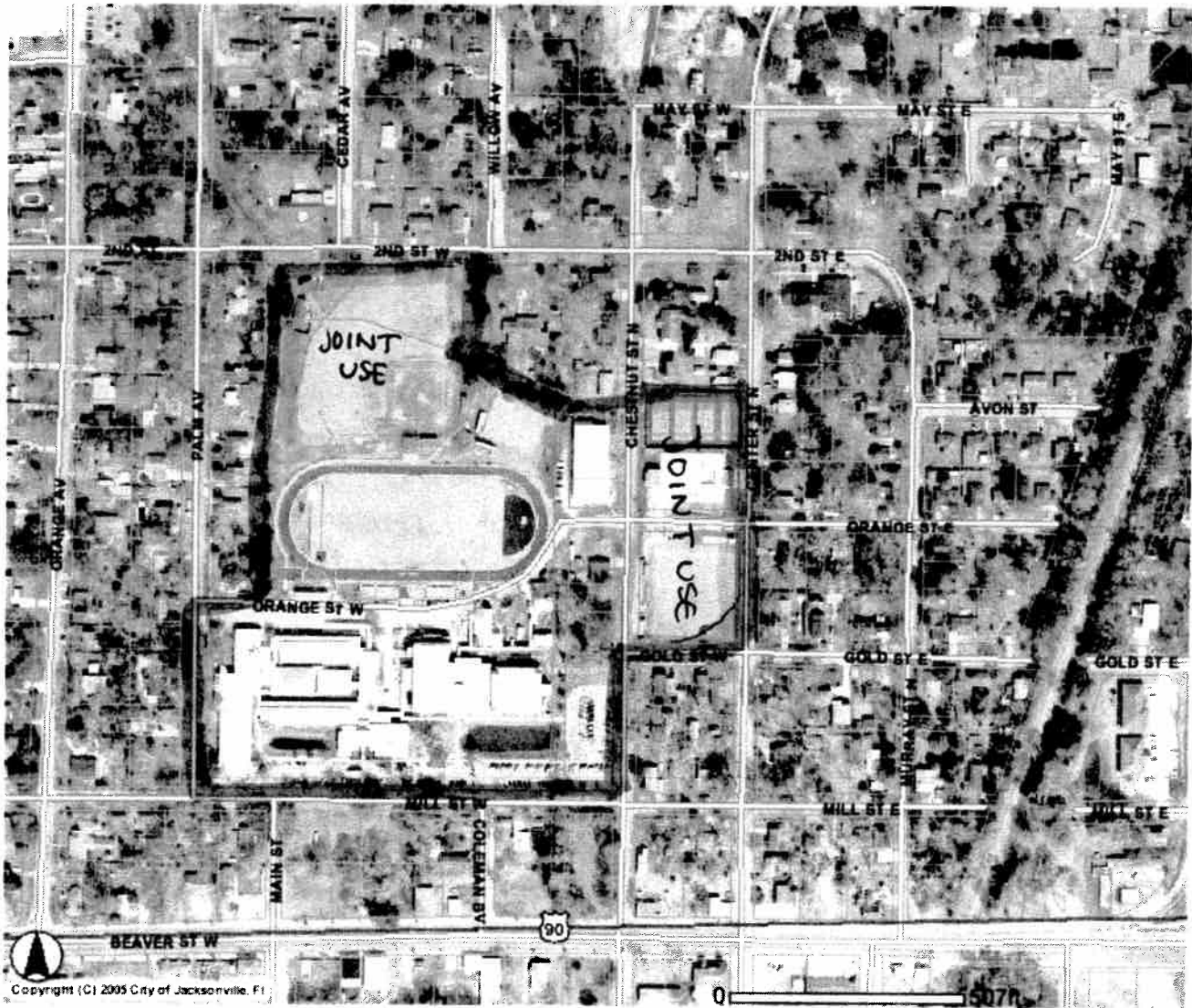


EXHIBIT B

TIME OF USE BY CITY

The City shall have use of the Courts and Fields after school hours of 5:00 PM Monday through Friday; including all day Saturday and Sunday.

EXHIBIT C

IMPROVEMENTS

# BALDWIN MIDDLE & HIGH SCHOOL

Fountains 2 ponds Front of school	\$19,000.00
Electric wells & fountains John Deer tractor with all attachments	\$12,000.00
Baseball Equipment & Softball Equipment	\$12,000.00
1 Super softball pitching machine	
1 Softball screen	
1 Home plate mat	
1 Pitchers mat	
1 Drag mat	
2 Batty shacks	
Yellow poly cap	
Polyester outfield screen	
7" black ties	
18" black ties	
Grass sweeper	
Football	\$2,600.00
4 FB10155 pop up dummy	
1 FB935 man chute	
1 FBm1700 Jug football passing machine	
Boy's Basketball & Girls Basketball	\$2000.00
1 Shoot around	
Girls Volleyball	\$1,500.00
1 Toss machine	
1 Pole spiker	
Boys & Girls Track Equipment	\$850.00
1 Power sled with shoulder harness	
1 High step runner	
Total:	\$49,950.00

This is exactly what the money was programmed to do when the dump was set up. Its purpose was to enhance the community through looks and activities. Not only does the school use the facilities for activities, but the community and athletics association uses it as well. So this is exactly what the dump money should be used for.

EXHIBIT C  
D 1 - 14



# FOUNTAIN DESIGN GROUP, INC

CASCADE FOUNTAINS FOUNTAIN SERVICE

7628 N W 6th AVENUE BOCA RATON FL 33487

PHONE: 561-994-3939 TOLL FREE 1-800-446-1537 FAX: 561-994-3944

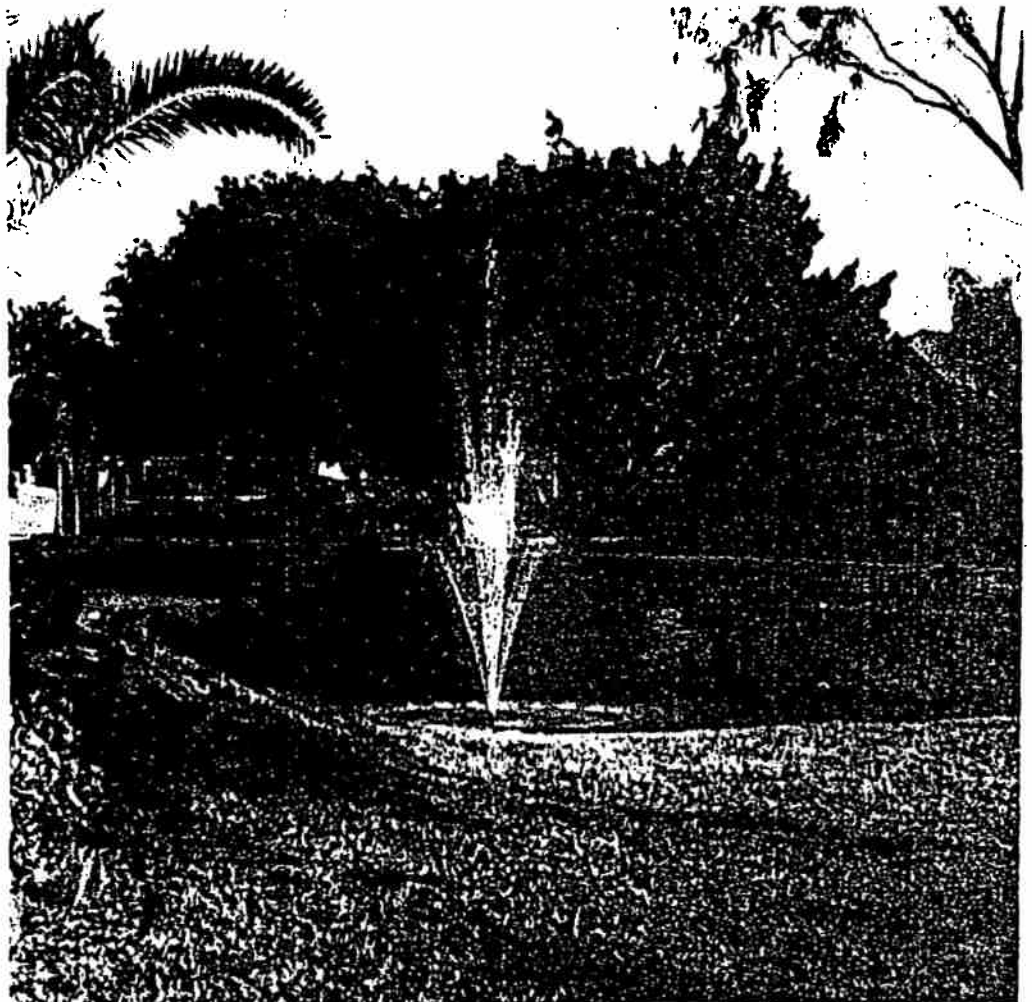
## FOUNTAIN SPECIFICATIONS

### ARIES 200

- |  |   |
|--|---|
| 1 Rotocast Floataion Unit with four watertight compartments for ballast  | 1 Brass Three-tier castle display jet   |
| 1 2 HP, 230 Volt, Single Phase Submersible Fountain Pump with built in check valve, stainless steel sealed motor, and over-load protection | 2 500 watt, 115/120V, submersible fountain lights with heavy duty rock gaurds, tempered lenses, mounted on stainless steel brackets |
| 1 custom stainless steel pump mounting harness   | 1 Adjustable Gate Valve   |
| 1 custom stainless steel intake screen   | 1 125' length of 12/3 electrical supply cable; Pump   |
|  | 1 125' length of 12/3 electrical supply cable; Lights   |
|  | 2 Mooring Ropes   |
|  | 1 Control Panel   |

## CONTROL PANEL ETL LISTED

NEMA 3R Enclosure  
Lighting Protection  
Phase Protection  
Motor Starter  
Overload Heater  
Circuit Breaker - Pump  
Circuit Breaker - Light  
24-Hour Time Clock - Pump  
24-Hour Time Clock - Light



## DISPLAY:

A three-tier display with center stream reaching a height of approximately 15' to 18' and the two lower tiers appropriately balanced. The fountain is accented with 1000 watts of quartz lighting.

EXHIBIT C  
Page 2 of 4



1 Introduced by Council Member Alvarez:



Attachment

4 **ORDINANCE 2006-1138-E**

5 AN ORDINANCE APPROPRIATING \$49,950 FROM THE  
6 TRAILRIDGE LANDFILL MITIGATION FUND CASH  
7 CARRYOVER ACCOUNT TO PROVIDE BASEBALL,  
8 SOFTBALL, FOOTBALL, BASKETBALL, VOLLEYBALL AND  
9 TRACK EQUIPMENT, AND AESTHETIC AND MAINTENANCE  
10 FOR THE HIGH SCHOOL GROUNDS IMPROVEMENTS AT  
11 BALDWIN MIDDLE-HIGH SCHOOL; PROVIDING FOR CITY  
12 OVERSIGHT AND THE RETURN OF UNSPENT FUNDS;  
13 PROVIDING FOR DIRECT PROCUREMENT OF  
14 CONTRACTUAL SERVICES PURSUANT TO SECTION  
15 126.107(G), ORDINANCE CODE; PROVIDING AN  
16 EFFECTIVE DATE.

17  
18 **BE IT ORDAINED** by the Council of the City of Jacksonville:

19 **Section 1.** For the 2006-2007 fiscal year, within the  
20 City's budget, there are hereby appropriated the indicated sum(s)  
21 from the account(s) listed in subsection (a) to the account(s)  
22 listed in subsection (b):

23 (a) Appropriated from:

24 Trailridge Landfill Mitigation Fund

25 Cash Carryover

26	JXSF445ER-09906	\$49,950
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27 (b) Appropriated to:

28 Baldwin Middle-High School Equipment

29	Account Number to be designated	\$49,950
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1           **Section 2. Purpose.** The purpose of this appropriation is to  
2 purchase baseball, softball, football, basketball, volleyball and  
3 track equipment as well as two pond fountains and electric wells,  
4 and a John Deer Tractor for the Baldwin Middle and High School as  
5 identified in **Exhibit 1** attached hereto.

6           **Section 3.** The Mayor is requested to appoint the  
7 appropriate City department to ensure compliance with this  
8 ordinance. Further, should Baldwin Middle-High School or the Duval  
9 County School Board receive any funds which are unspent for the  
10 purposes set forth herein, said funds shall be returned to the City  
11 by September 30, 2007.

12           **Section 4. Procurement of Contractual Services.** The  
13 City is hereby authorized to procure the services of the Duval  
14 County School Board or the Baldwin Middle and High School to  
15 purchase the equipment and material specified in **Exhibit 1**.  
16 Pursuant to Section 126.107(g), *Ordinance Code*, such procurement is  
17 exempt from competitive solicitation. With the exception of the  
18 foregoing, all other provisions of Chapter 126, *Ordinance Code*,  
19 shall remain in full force and effect.

20           **Section 5.** This ordinance shall become effective upon  
21 signature by the Mayor or upon becoming effective without the  
22 Mayor's signature.

23 Form Approved:

24  
25           /s/ Margaret M. Sidman          

26 Office of General Counsel

27 Legislation Prepared By: Margaret M. Sidman

28 G:\SHARED\LEGIS.CC\2006\ord\Alvarez trailridge mit funds Baldwin middle and high school.doc

Baldwin Middle-Senior School

Name Of School

School No. 38

Ballfield renovation

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 2<sup>nd</sup> day of May, 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:

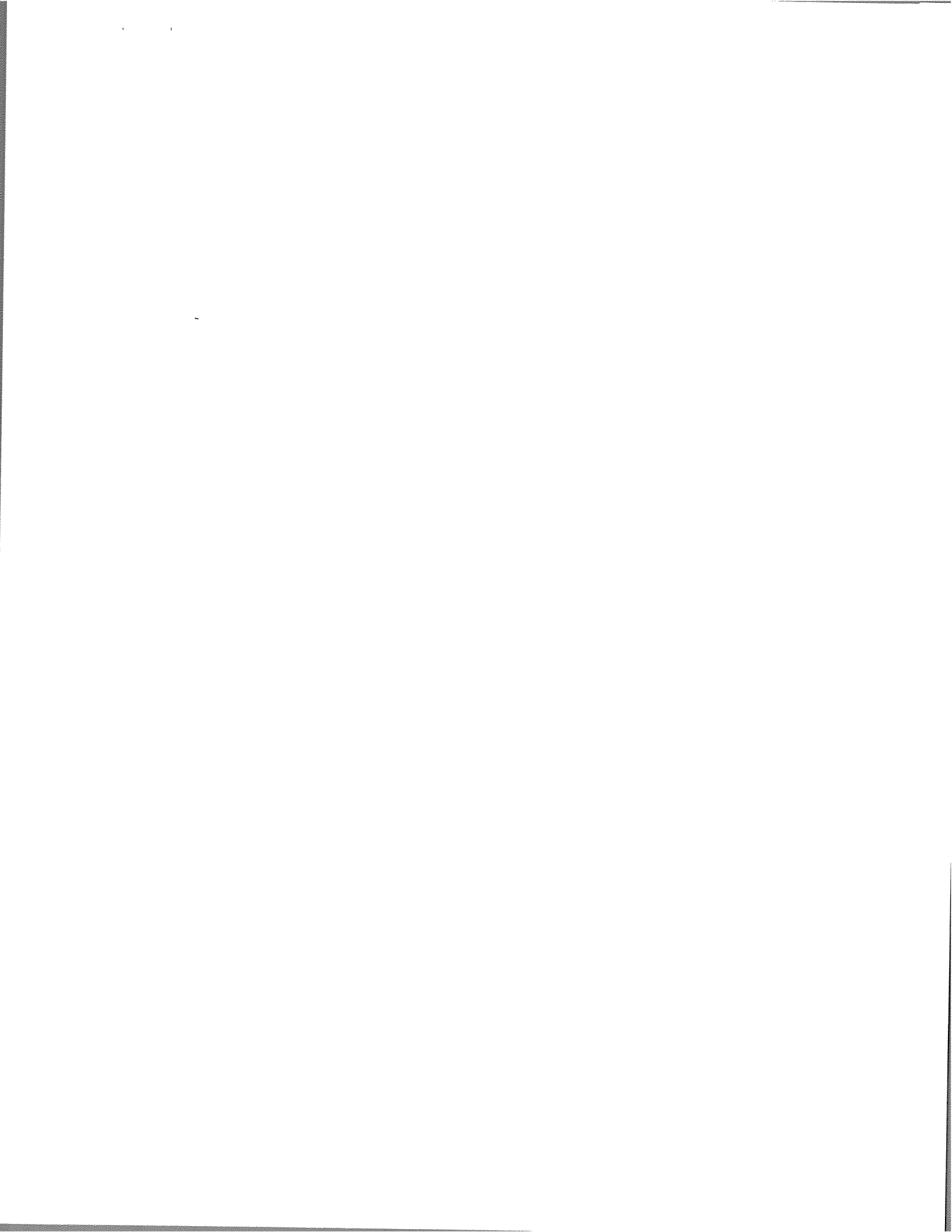
WHEREAS, the City and DCSB have entered into a Joint Use Agreement dated 1/20/98 (the "Agreement") allowing the City and DCSB to jointly use certain DCSB property and certain City property more particularly described herein for recreational and educational purposes in accordance with said Agreement and 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 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 Baldwin Middle-Senior School, 291 Mill Street W., Baldwin 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 April 20, 2002 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 \_\_\_\_\_

At 291 Mill Street W., Baldwin \_\_\_\_\_  
Name of Principal  
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: Maude L. Holloway  
Assistant Superintendent,  
Facilities Services

By: Dal M. Carr  
Principal

CITY OF JACKSONVILLE

By: [Signature] [Signature]  
Director, Department of Parks,  
Recreation and Entertainment

EXHIBIT A

SITE PLAN

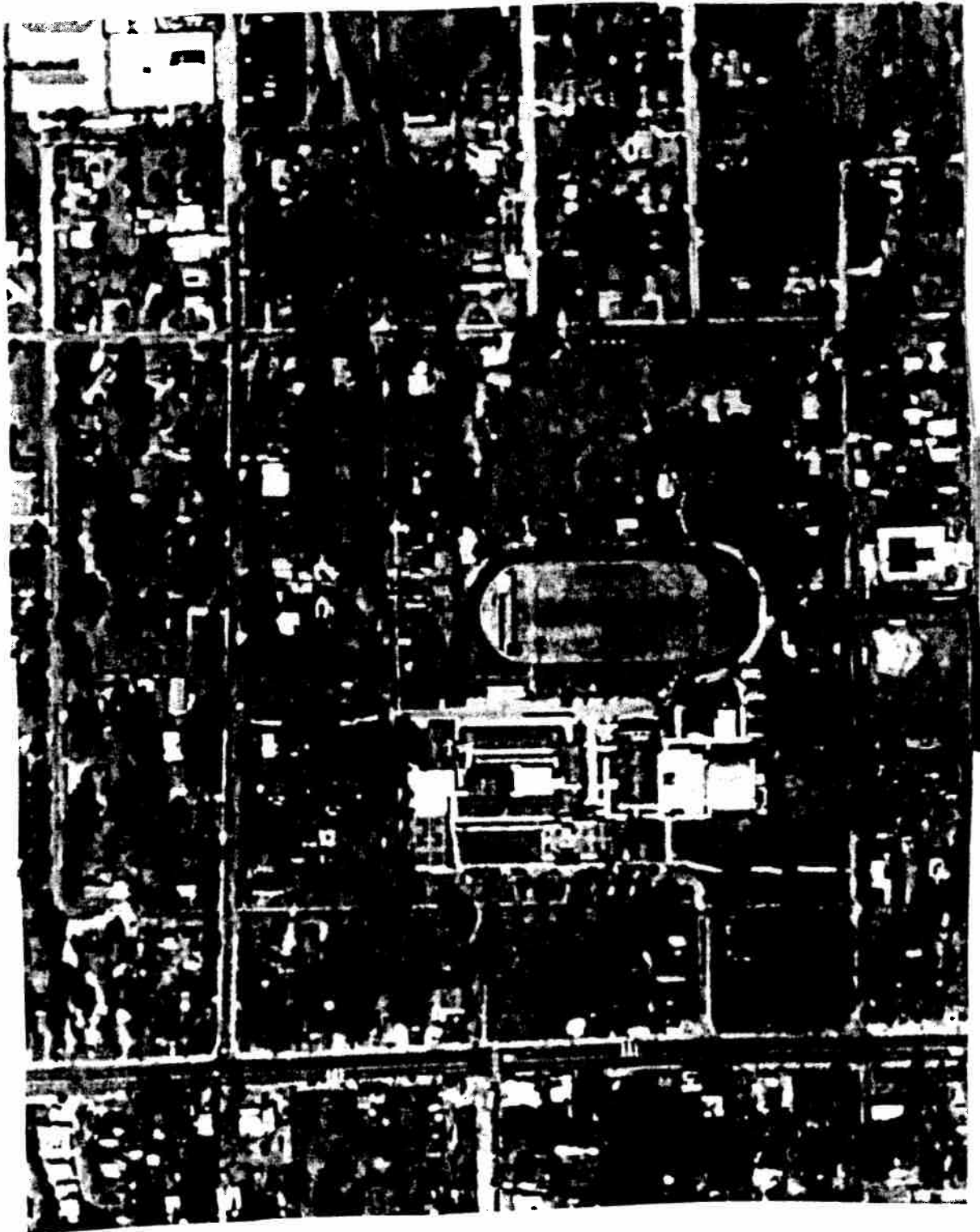


EXHIBIT B

TIME OF USE BY CITY

The City shall have use of the ballfields after 5 p.m. Monday through Friday and all day Saturday and Sunday.



EXHIBIT C

IMPROVEMENTS

Renovation of ballfields

Baldwin Middle / High School  
(Name of School)

School No. 38

**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 Baldwin Middle / High School 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 2911 Mill St. W., Baldwin 32234  
(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

Baldwin Middle / High School  
(Name of School)  
School No. 38

**MEMORANDUM OF UNDERSTANDING**  
**FOR SWIMMING POOLS**

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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.

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.~~

*DGC (School personnel do not have how to do water testing. If required in service training must be provided.)*

(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.

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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.

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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.

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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 2911 Mill St. W., Baldwin 32234  
(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: McClair L. Holloway  
Assistant Superintendent,  
Facilities Services

By: Dil A. Can  
Principal

**CITY OF JACKSONVILLE**

By: Ann Beeg  
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**