

July 24, 2010

Mr. Ben Wortham
Superintendent of Clay County Schools
900 Walnut Street
Green Cove Springs, Fl 32043

RE: Keystone Heights Elementary School – Pecan Street

Dear Mr. Wortham:

It is exciting to watch the current renovations taking place at Keystone Heights Elementary School and we look forward to becoming a part of the improvements.

The city would like to enter into a Cost Share Agreement with the School Board to resurface Pecan Street from Orchid Ave. to Lawrence Blvd (SR 21). For many years, Pecan Street has been in need of resurfacing; however the city lacked the financial ability to complete the project. We would like to form a partnership with the Clay County School Board since Pecan Street accommodates not only residential traffic but daily, heavy school traffic. We feel the request to cost share this project is in the best interest of both parties involved since both will contribute financially to the bottom line.

The City is requesting this project be placed on the fast track in order to take advantage of the contractors already working within the city limits.

We at City Hall are very proud of our local schools, students and teachers. We are often told it is one of the reasons families move to Keystone Heights.

Respectfully submitted,

Karen Nelson

Karen Nelson, MMC
City Manager

c: City Council Members
City Attorney, Rob Bradley

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND THE CITY OF KEYSTONE HEIGHTS, FLORIDA**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this ____ day of _____, _____, by and between the SCHOOL BOARD OF CLAY COUNTY, FLORIDA (the "School Board") and the CITY OF KEYSTONE HEIGHTS, a Florida municipality, acting by and through its City Council (the "City"), recites and provides:

RECITALS

1. The School Board and the City both desire to make certain improvements to Pecan Street, a street that services School Board facilities as well as the residents of the City.
2. The City has agreed to enter into contracts with each of the contractors, engineers and other professionals who are required to complete said improvements.
3. The School Board agrees to pay a proportionate share of the cost of the improvements to Pecan Street pursuant to the terms and conditions contained herein.

AGREEMENT

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

1. Determination of Scope of Work. An engineer retained by the City will forward a scope of work to the School Board for review. If the School Board advises the City in writing that the scope is reasonable, then the City will proceed with letting the necessary contracts to complete construction of the improvements. If the School Board advises that the scope is not reasonable, then the School Board and the City will work together in good faith to develop a scope that is acceptable to both parties, and upon reaching an agreement on a reasonable scope, the City will proceed with letting the necessary contracts to complete construction of the improvements.

2. School Board's Agreement to Pay Proportionate Share of Cost. Upon completion of the improvements, and written confirmation that the City paid the total cost of the improvements, the School Board agrees to pay an amount equal to 37.6% of the total cost of the improvements to the City.

3. Termination of Memorandum. If the parties fail to come to an agreement on the scope of work within 90 days of the execution of this Memorandum, or if the parties agree on the scope and a Notice to Proceed for construction of the improvements is not issued within 120 days of said agreement on the scope, then the Memorandum shall terminate.

WITNESS the following signatures pursuant to due authority.

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____
Chairman

**THE CITY OF KEYSTONE HEIGHTS,
a Florida municipality, by and through its
City Council**

By: _____
Mayor