

**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 20th day of June, 2013, 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 its proportionate share up to but not more than the amount of \$44,150.70 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