

**AGREEMENT BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THE DUVAL COUNTY SCHOOL BOARD  
FOR  
FUNDING CONSTRUCTION OF A PHYSICAL FITNESS COURSE  
AT  
MANDARIN HIGH SCHOOL FOR THE NAVAL JUNIOR ROTC PROGRAM  
AND FOR JOINT PUBLIC RECREATIONAL USE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between THE CITY OF JACKSONVILLE, a municipal corporation ("City"), and DUVAL COUNTY SCHOOL BOARD, a public body corporate ("DCSB").

WITNESSETH:

WHEREAS, the City, in Section 106.315, Ordinance Code, authorizes City Council members to "self appropriate" up to \$100,000 from their respective district funds for various public projects; and

WHEREAS, said ordinance directed and authorized the Mayor to enter into a contract with recipients to accomplish such purchase, specifying basic terms and conditions of said contract; and

WHEREAS, Council Member Mary Ann Southwell has made \$23,151.68 of her District 6 Better Jacksonville Plan Funds ("District 6 Funds") for construction of a Naval Junior ROTC Physical Fitness Course at Mandarin High School; and

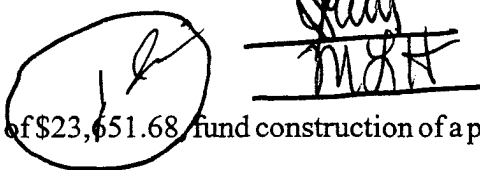
WHEREAS, said physical fitness course should be made available to the general public, for public recreational use at times that would not conflict with use of the physical fitness course for school purposes; and

WHEREAS, this Agreement is made and entered into pursuant to the direction and authority specified in Section 106.315, *Ordinance Code*; and

WHEREAS, the undersigned representatives for the parties hereto are fully authorized to execute this Agreement and to bind each respective party hereto; now therefore:

IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the parties agree that

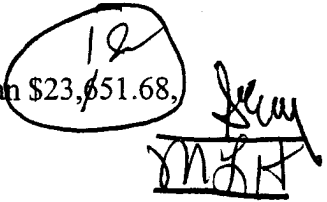
1. The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.



2. The City agrees to pay the total amount of \$23,651.68, fund construction of a physical fitness course for use by Mandarin High School in its Naval Junior ROTC Program. Said amount shall be the City's maximum indebtedness under this Agreement. Details of said purchase are more specifically described in Exhibit A, attached hereto and by this reference made a part hereof. Said payment shall be made directly to the vendor or construction contractor and shall be on a draw for work done or cost reimbursement basis, and the construction shall be made no later than thirty (30) days after the City issues a notice to proceed with construction of the physical fitness course..

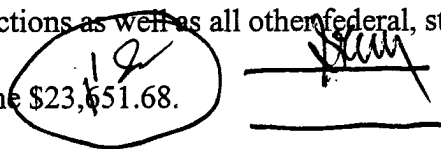
3. To the extent that DCSB may receive funds directly, under this Agreement, DCSB shall provide the City's representative, as specified in Section 8, with all documentation, including bills and invoices satisfactory to justify a draw or reimbursement payment.

4. If the actual construction of the physical fitness course costs more than \$23,651.68, then, and in such event, the City will not be responsible for such excess.



5. If the actual construction of the physical fitness course costs less than \$23,651.68 , then, and in such event, the City shall pay only the actual cost of the construction of the physical fitness course and excess funds shall be returned to the proper District 6 account.

6. DCSB agrees to accept the physical fitness course, purchased from funds, provided from the District 6 account, in accordance with Section 106.315, *Ordinance Code*. Provisions of Section 106.315(b), *Ordinance Code*, are attached hereto as Exhibit B and, by this reference, are incorporated herein as if set out in their entirety. Additionally, DCSB agrees to comply with all bond covenants and restrictions as well as all other federal, state and local laws, rules and regulations in the expenditure of the \$23,651.68.

A handwritten signature is written over a horizontal line. To the left of the signature, the number '19' is written inside a hand-drawn circle. Below the signature line, there is another horizontal line.

7. To the extent that DCSB receives and spends funds, from the District 6 account, for the physical fitness course, DCSB shall provide to the Division Chief of the Planning, Research and Grants Division of the Planning, Research and Grants Division of the Parks, Recreation and Entertainment Department with a full accounting of the sources and uses of funds for the construction of the physical fitness course (including, but not limited to copies of all invoices and checks). Such accounting shall be submitted at the time the construction of the physical fitness course is completed. Said accounting shall be on forms approved by the council Auditor and Director of Administration and Finance.

8. The Planning, Research and Grants Division of the Parks, Recreation and Entertainment Department is the City's representative to ensure compliance with all ordinances and other laws, rules and regulations related to the construction of the physical fitness course, and for the joint use specified in Section 10. DCSB shall be solely responsible for all maintenance and upkeep

of the physical fitness course and other Mandarin High School athletic and/or recreational facilities, at all times, at no additional cost or expense to the City.

9. Any unspent District 6 funds, existing on September 1, 2002, shall be returned to the City, and redeposited into the proper District 6 account.

10. DCSB agrees that the Physical Fitness Course will be made available to the City or to the general public, for general public recreational use. The City or the general public, will have the right to use the Physical Fitness Course and other recreational facilities at Mandarin High School, for public municipal recreational purposes as a park at times that do not conflict with use by Mandarin High School in high school related activities. Such use by the City, or by the general public, pursuant to terms and conditions herein, shall be at no additional cost or expense to the City or to the general public.

11. The City may terminate this Agreement, at any time, without cause, by giving thirty (30) days advance notice to DCSB.

12. The Parties agree that they have had meaningful discussions and/or negotiations of the provisions, terms and conditions of this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "Fortius Contra Profereutum" shall not be applied to this Agreement or any interpretation thereof.

13. For purposes of notice, the representatives of the parties shall be:

For the City:

Bob Goff, Division Chief  
Parks, Recreation and Entertainment Department  
851 North Market Street  
Jacksonville, Florida 32202

For the DCSB:

Principal  
Mandarin High School  
4831 Greenland Road  
Jacksonville, Florida 32258

Notice shall be by certified mail, return receipt requested, or by hand delivery with signed receipts.

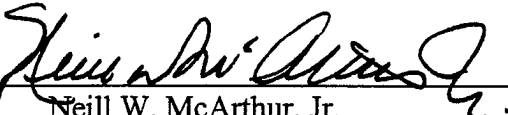
14. This Agreement represents the entire agreement between the parties for the purchase and construction of a physical fitness course, at Mandarin High School, using \$23,651.68, in District 6 funds. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed in this Agreement, shall be binding. All revisions, changes, modifications or amendments to this Agreement must be in writing and signed by the authorized representative of each of the parties herein.

Handwritten signatures and a circled number '12'. One signature is written over the word 'purchase' in the text above. Another signature is written below the word 'District'. A circled '12' is written over the number '23,651.68'.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**


IN WITNESS WHEREOF, the parties, by and through their authorized representatives have executed this Agreement on the day and year first above written.

ATTEST:


By:   
Neill W. McArthur, Jr.  
Corporation Secretary

CITY OF JACKSONVILLE

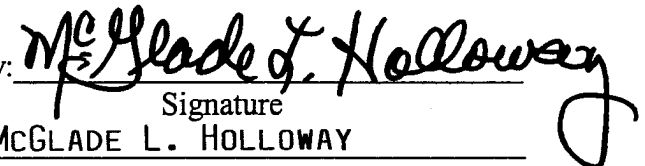
Sam E. Mousa  
Chief Administrative Officer  
For: Mayor John Delaney  
Under Authority of  
Executive Order No. 00-10

By:   
John A. Delaney, Mayor

ATTEST:

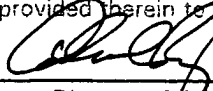

By:   
Signature  
KAREN S. KUHLMANN  
Type/Print Name  
GENERAL DIRECTOR  
Title

DUVAL COUNTY SCHOOL BOARD


By:   
Signature  
MCGLADE L. HOLLOWAY  
Type/Print Name  
ASSISTANT SUPERINTENDENT  
Title

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In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

  
Director of Administration and Finance  
7391-31 

FORM APPROVED

  
OFFICE OF GENERAL COUNSEL 8-2-01

# QUOTATION

# Contract Connection Inc.

Quote No 100003573  
 Version No 1  
 Quote Date 03/29/2001  
 Today's Date 08/04/2001  
 Salesperson Gary Gleim  
 Entered By Michelle  
 Ship Via Best Way  
 Factory BCI Burke, LLC

504 South 2nd Street  
 Jacksonville Beach, Florida 32250  
 Voice: 904-249-5353 Fax: 904-249-8177

PO Box 848254  
 Pembroke Pines, Florida 33084-0254  
 Voice: 954-925-2800 Fax: 954-925-0800

**QUOTE TO:**

Mandarin Senior High School  
 4831 Greenland Rd  
 Jacksonville, FL 32258  
 Attn: Steve Waddell  
 Phone: 904-280-3911  
 Fax: 904-280-5439

**JOB NAME:**

Mandarin NJROTC Fitness Course  
 Mandarin High School  
 4831 Greenland Rd  
 Jacksonville, FL 32258  
 Attn: Steve Waddell  
 Phone: 904-280-3911

Vendor Catalog	Description	Quantity	Unit Price	Discount	Amount
Burke-101323	Series 2000 Fitness Station	1	\$9,682.00	8.00%	\$8,907.44
DrPlay-Excavation	Site Excavation & Hauling of 2358 sq ft of soil	1	\$2,358.00	0.00%	\$2,358.00
DrPlay-Sand	118 Cubic Yards of Sand (2358 sq ft @ 12" depth)	1	\$2,008.00	0.00%	\$2,008.00
LT-200047432	Tire Challenge F/maxplay Tm	2	\$238.00	8.00%	\$434.24
30-10	Challenger with 2 poles	1	\$1,600.00	8.00%	\$1,472.00

Special Instructions: Price protected for 30 days. FOB Factory. Shipping 6-8 weeks. Price includes: \*% Discount per City of Jacksonville SC-0483-02, Standard Burke colors, Standard Little Tikes colors, Standard Natural  
 Additional Network & Utility Costs.

Set-up bench-235 sq ft, Parallel bars-310 sq ft, Horizontal bars-330 sq ft, Balance beam-278 sq ft, Pod walk-308 sq ft, Climbingturning bars-330 sq ft, Vertical climber-180 sq ft, Spring up bars-188 sq ft, Challenger-308 sq ft = 2358 total sq ft

Material Subtotal: \$15,177.88  
 Tax: \$0.00  
 Installation Chrgs: \$3,631.00  
 Other: \$0.00

**Total=\$20,651.68**

**Please Remit All Payments to  
 Pembroke Pines Office**

Office: Jax Tax Exempt: Yes Credit Report Required: No  
 Payment Terms: Net 30 Days

**On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.**

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.

**Todd B Krohn**  
 (Issuing Officer)

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Purchaser: \_\_\_\_\_ Title: \_\_\_\_\_ Page 1 of 1

Offices in: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach

FAX TRANSMITTAL



FLEET & ASSOCIATES  
ARCHITECTS/PLANNERS, INC.

4041 Sunbeam Rd. Jacksonville FL 32257  
(904) 730-8103 FAX 730-8105

To: Stan Johnson DATE: 5/30  
LOCATION: City Council FAX NUMBER: 904-290-2906  
SUBJECT: Information PAGES TO FOLLOW: ~~2~~ 1  
for review at Mandarin High  
COMMENTS: Please add \$2500 for the  
soft track to be provided by "Alternative  
Driveways" for a total of \$23,151.68  
Thanks - FROM: TAMIS



**Sec. 106.315. District Council expenditures.**

City funds ("funds"), which may from time to time be appropriated to District Council accounts for various projects ("project(s)" defined herein to be any operating or capital expenditure of city funds"), shall be governed by this code section's requirements for the expenditure of said funds. The ordinance appropriating funds to District Council accounts shall define the project (i.e. operating or capital) and specify the permitted use(s) of the funds (e.g. recreational and/or other uses) and shall specify the term of the appropriation. Upon the expiration of the term, unexpended or unencumbered funds shall lapse into the Special Council Reserve Account. Except for projects undertaken by the city, all expenditures of funds shall be restricted to an organization ("organization" defined herein to be a legal entity making a contribution, whether monetary or otherwise, to the project) whose project is both open to the public and located upon public property ("public property" defined herein to include property leased to the city). In addition, uses of the funds shall be subject to the following requirements:

- (a) District Council funds of twenty-five thousand dollars or less shall be expended in accordance with the following procedures:
  - (1) The District Council Member shall prepare a letter which provides Funds to an organization or city department in an amount certain and describes the purpose of the project and the public benefits of the project and the contributions of the organization. A copy of the letter shall be delivered to the Mayor.

(2) Based upon the letter, the Mayor is directed to process the request as follows:

- (i) Assign the project to the appropriate city department for project oversight and/or implementation;
- (ii) Prepare and process the appropriate budget and/or accounting and purchasing entries; and
- (iii) If the project is to be performed by an organization the Mayor shall prepare and execute a contract for the project requiring the organization to:
  - 1. Complete the project in a time certain;
  - 2. Provide project accounting/reporting back to the oversight department and council auditor's office;
  - 3. Comply with all applicable bond covenants/restrictions, ordinances, laws and regulations;
  - 4. Return unused funds to the District Council Fund;
  - 5. Provide for release of city funds to the organization on a draw for work done or cost reimbursement basis; and
  - 6. Such other contract provisions as may be deemed appropriate or necessary by the Mayor.

(b) District Council expenditures in excess of twenty-five thousand dollars shall, in addition to complying with the requirements of subsection (a) of this section, require the District Council Member to obtain City Council approval as evidenced by an ordinance appropriating the District Council Funds to a specific project.

(Ord. 1999-786-E, § 1.3(g))