

**AGREEMENT BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
DUVAL COUNTY SCHOOL BOARD**

THIS AGREEMENT, made and entered into this <sup>19th</sup>~~4th~~ day of <sup>February</sup>~~DECEMBER~~, 2001, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, hereinafter referred to as the "CITY", and the DUVAL COUNTY SCHOOL BOARD, hereinafter referred to as the "RECIPIENT".

**WITNESSETH:**

WHEREAS, the undersigned representatives of the RECIPIENT are authorized to execute this Agreement binding said RECIPIENT;

NOW, THEREFORE, in consideration of the premises, the appropriation and disbursement of funds by the City of Jacksonville now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

1. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein.
2. The CITY agrees to pay the RECIPIENT the total sum of One Thousand, Five Hundred and no/100 Dollars (\$1,500.00) for funding of a Rahn infield groomer, hereinafter referred to as the "equipment", for Paxon School For Advanced Studies. Said amount shall be the CITY's maximum indebtedness under this Agreement. The CITY shall purchase such equipment directly from the vendor in accordance with the City Purchasing Code. Said payment shall be made directly by the CITY to the vendor of such equipment and shall be on draw for work done or cost reimbursement basis, and the purchase shall be made no later than thirty (30) days after the execution of this Agreement.
3. The RECIPIENT agrees to accept all or such part of the funds appropriated, in accordance with the terms and provisions of Chapter 118, Ordinance Code. All terms and provisions of Chapter 118, Ordinance Code are attached hereto as Exhibit "A" and by this reference are incorporated into this Agreement as if they were set out herein in their entirety.
4. All unused funds shall be returned to the CITY within sixty (60) days of the purchase of the equipment.
5. The Parks, Recreation and Entertainment Department shall ensure compliance of this Agreement to all appropriate laws.
6. Any notice required to be given under this Agreement shall be by certified mail/return receipt requested, or by hand delivery with a written receipt. Such notice shall be delivered to:

**FOR THE CITY:**

**Debra Igou, Director  
Parks, Recreation & Entertainment Department  
851 North Market Street  
Jacksonville, FL 32202**

**FOR THE RECIPIENT:**


**Dr. Jim Williams, Principal  
Paxon School For Advanced Studies  
3239 Norman Thagard  
Jacksonville, Florida 32254**

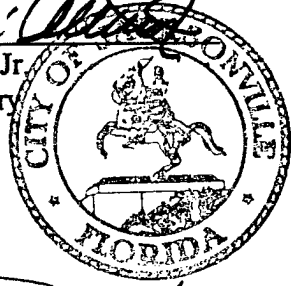
Subject to the limitations of Section 768.28, Florida Statutes, the RECIPIENT shall indemnify, save and hold the CITY harmless from any and all actions, claims or liabilities arising from or out of the RECIPIENT's negligent acts or omissions in performing under this Agreement. Should the CITY, as a result of the RECIPIENT's performance or lack thereof, be required to reimburse any sums to any Federal or State entity, contributing funds to this activity, or should the CITY be required to expend CITY funds to complete or correct performance of the RECIPIENT under this Agreement, the RECIPIENT will immediately refund and reimburse the CITY for all sums so expended.

7. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. The parties agree to amend this Agreement if revision of any applicable laws or regulations make changes in this Agreement necessary.

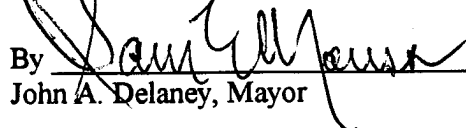
IN WITNESS WHEREOF, the parties, by and through their authorized representatives, have executed this Agreement on the day and year first above written.

ATTEST:

  
Neill W. McArthur, Jr.  
Corporation Secretary

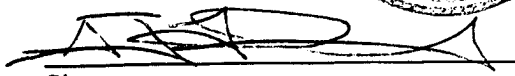


**CITY OF JACKSONVILLE**

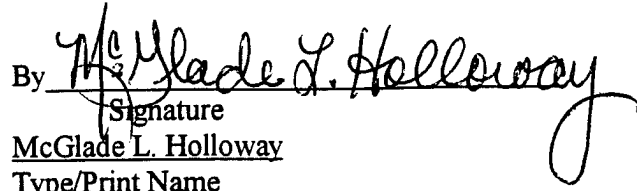
By   
John A. Delaney, Mayor

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

ATTEST:

  
Signature  
**J.T. Loehnert**  
Type/Print Name  
**Director Intergovernmental Relations**  
Title

**DUVAL COUNTY SCHOOL BOARD**


By   
Signature  
**McGlade L. Holloway**  
Type/Print Name  
**Assistant Superintendent, Facilities Services**  
Title

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby 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 monies provided therein to be paid.



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Director of Administration and Finance

City Contract Number 7391-36 

Form Approved:

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Office of General Counsel

## EXHIBIT B

### 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))

QUOTATION



Jerry Pate Turf & Irrigation, Inc.

Grounds  
Maintenance  
Equipment  
Supplies  
Irrigation



CUSTOMER

ACCOUNT #	
Duval County Schools	
Paxon High School	
Attn: Sandra Henderson	
904/630-2906	

QUOTE NO. \_\_\_\_\_

DATE	DATE REQUIRED	TERMS	QUOTE VALID FOR	F.O.B.
10/8/01		Net 10th	30 Days	Pens
QTY	PART NO.	DESCRIPTION	PRICE	EXT.
1	TSGL-650K7-C	Rahn Infield Groomer, Leveler, Scarifier Ripper, Spring Ripper, SpringTine Ripper, and Mounting Brackets	\$ 1,340.00	\$ 1,340.00
				\$ -
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NOTES:			SUBTOTAL \$ 1,340.00	
			SALES TAX	
QUOTE BY Kelly Garrett			TOTAL	
TITLE Commercial Prod. Mgr				
PHONE 800/700-7001				