

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

THIS AGREEMENT by and between the City of Jacksonville, a municipal corporation in Duval County ("City"), the Duval County School Board, a body corporate in Duval County ("DCSB").

WITNESSETH:

WHEREAS, DCSB owns and operates Joseph Stillwell Middle School No. 219 at 7840 Burma Road, Jacksonville, FL ("School"); and

WHEREAS, said School needs to have fencing installed at an estimated cost of \$2,650.00, as more particularly described in Exhibit A attached hereto and, by this reference, is made a part hereof; and

WHEREAS, Council Member Doyle Carter, for and on behalf of the City of Jacksonville, has agreed to pay for o the cost of the fencing up to \$2,650.00 and DCSB will provide all required maintenance and repair of the fencing and has agreed to joint use of facilities in consideration of said fencing; and

WHEREAS, the City's participation, through use of Council Member Carter's District funds, is governed by Section 110.315, *Ordinance Code*; 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 made a part hereof and incorporated herein.
2. The City agrees to pay up to \$2,650.00 for certain fencing to be constructed at the School pursuant to the specifications attached hereto and made a part hereof in Exhibit A. Said amount represents the City's maximum indebtedness under this Agreement. Payment of the City's funds shall be only on a draw for work done or cost reimbursement basis, evidenced by documentation satisfactory to the City to justify a draw or cost reimbursement payment.
3. The DCSB shall be solely responsible for maintenance, upkeep and repair of the fencing at no additional cost to the City.
4. The fencing must be purchased and installed no later than September 30,

2001. Any of Council Member Carter's District funds, earmarked for the fencing, that remain unspent on September 30, 2001 shall be returned to the City for redeposit into the account from which such funds were taken.

5. By receiving the fencing, purchased, in part, with Council Member Carter's District funds, DCSB agrees to follow and abide by all laws, ordinances and bond covenants applicable to the release and expenditure of City funds.

6. The City's Department of Parks, Recreation and Entertainment Department, shall be the City department to oversee the expenditure of funds and purchase of fencing and to ensure that applicable, laws, ordinances and bond covenants are followed.

7. DCSB shall provide the Council Auditor and the Parks, Recreation and Entertainment Department with a full and complete accounting of the use and expenditure of the \$2,650.00. Such accounting shall be provided within ten (10) business days after the construction and installation of the fencing is completed.

8. Each party shall indemnify, defend and hold harmless the other Party for all damages, losses, costs and expenses of whatsoever kind of nature negligent acts or omissions of the indemnifying party, its officers, employees, members, and /or elected officials, in the performance of this Agreement, provided, however, any indemnification by the City and the DCSB shall be subject to and governed by the provision and limitations of Section 768.28, Florida Statutes and shall not be considered as a further waiver of sovereign immunity.

9. As further consideration for the use of City funds, DCSB shall allow for joint use of the athletic fields, playgrounds and recreational facilities at the School, by the City, at such times that do not interfere with School functions or School use of athletic fields, playgrounds and recreational facilities. Such joint use shall be at no additional cost to the City. This provision concerning joint use shall supercede any previous agreement or joint use with respect to the School.

10. Whenever notice is required, it shall be sent by certified mail return receipt requested, to the parties as follows:

To the City: Robert Goff, Division Chief
Parks, Recreation and Entertainment Department
815 North Market Street
Jacksonville, Florida 32202

To DCSB: McGlade Holloway, Assistant Superintendent
1701 Prudential Drive
Jacksonville, Florida 32207

11. The parties agree that they have had meaningful discussions and/or

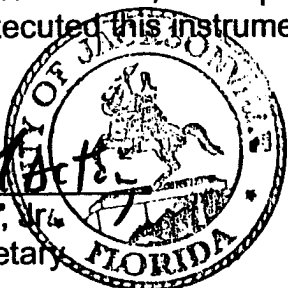
negotiations of the provisions, terms and conditions contained in this Agreement. Therefore doubtful or ambiguous provisions, if any, contained in this Agreement, shall not be construed against the party that physically prepared this Agreement. The rule commonly referred to as "Fortius Contra Proferentum" shall not be applied to this Agreement or any interpretation thereof.

12. This Agreement represents the entire agreement by and among the parties for the purchase and installation of fencing at the School. No understanding, statement, agreement, course of action or course of conduct by any of the parties or their respective authorized representatives that is not contained herein shall be binding. This Agreement may be amended only by written amendment signed by the authorized representatives of the parties hereto.

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

ATTEST:

By: *Neil W. McArthur, Jr.*
Neil W. McArthur, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By: *John A. Delaney*
John A. Delaney, Mayor

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

ATTEST:

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

DUVAL COUNTY SCHOOL BOARD

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

In compliance with the Charter 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 provision has been made for the payment of the monies provided therein to be paid.

[Signature]
Director of Finance
7391-26 *[Signature]*

Form Approved:
[Signature]
Office of General Counsel

NEWS FENCE COMPANY, INC.

Page Fence Distributor

3953 KELLY STREET - JACKSONVILLE, FLORIDA 32207 - PHONE 733-9374

FAX NO. 730-2759

A REGISTERED D.B.E. BY F.D.O.T., CITY OF JACKSONVILLE
JACKSONVILLE PORT AUTHORITY

KEN Foy

To: Stillwell Boosters
Street.....
City.....State.....Zip.....

Phone.....

*1578 Sec 40
TOP RAIL*

- This proposal covers PAGE chain link fence in accordance with attached Standard specifications for

80 ft. Style OTR Height over all 5 ft. Fabric 5 ft. high of No. 9 gauge woven wire.
Weaving. Size of line posts 2" Sec 40 set.....in concrete
aced NOT MORE THAN 1 foot apart @.....Per linear foot \$.....

..... Gate..... Ft. Opening @..... each \$.....
..... Gate..... Ft. Opening @..... each \$.....
2. End Posts 2 1/2 In O.D. to set 36 In. in concrete @..... each \$.....
.. Gate Posts..... In. O.D. to set..... In. in concrete @..... each \$.....
.. Gate Posts..... In. O.D. to set..... In. in concrete @..... each \$.....
ner Posts..... In. O.D. to set..... In. in concrete @..... each \$.....

BOTTOM TENSION WIRE..... \$.....

D.B..... Total for Material \$.....

Erection..... @..... Per linear foot \$.....

Total for Material and Erection \$ # 2650.00

P.O. [unclear]

CONDITIONS

COMPLETE INSTALLATION CONTRACT — Includes the installation of fencing specified in contract, setting all posts in concrete footings, and furnishing all labor and concrete materials.
The purchaser agrees to establish property line stakes, grade stakes, and to clear the fence lines of all obstructions that may interfere with the erection. This preliminary work is to be completed by the purchaser before the date erection is to begin. Unless otherwise specified, it is assumed that the fence is to follow the natural contour of the ground.
Should it be necessary to drill rock for the setting of posts, to remove existing fence or buildings, to grade, to fill, or to furnish extra large, or deep footings for posts, or if additional labor is required other than fence erectors, the purchaser agrees to pay for the extra expense involved.
Changes of alterations in measurements or materials will be treated as an entirely new contract. If erection is suspended at the purchaser's request the ensuing expense for time and travel of the erection men to complete the job; is to be paid by the purchaser.

RMS:..... A Finance Charge of 1 1/2 % per month (18% per annum) on unpaid Balance after 30 days.

ACCEPTANCE This proposal upon acceptance this..... day of..... 19..... becomes a contract between the two parties whose signatures appear below:

Accepted..... Accepted
By..... By.....
Date..... Date.....

Quotations good for 30 days only All sales, Contracts or Agreements subject to strikes, accidents, or causes beyond our control.

EXHIBIT A