

**AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE
AND
DUVAL COUNTY SCHOOL BOARD
FOR
THE PURCHASE OF REEL MOWER
TO BE GIVEN
TO
PAXON HIGH SCHOOL**

THIS AGREEMENT, made and entered into this 11th day of February, 2002, by and between THE CITY OF JACKSONVILLE, a municipal corporation ("City"), and DUVAL COUNTY SCHOOL BOARD ("Recipient").

WITNESSETH:

WHEREAS, \$3,000.00 has been designated for the purchase of a reel mower ("equipment") for Paxon High School; and

WHEREAS, Paxon High School is open to the public and the equipment shall be made available to the public; 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 not to exceed \$3,000.00, to purchase the equipment. Said amount shall be the City's maximum indebtedness under this Agreement.

3. If the actual purchase price of the equipment is less than \$3,000.00 , then, and in such event, the City shall pay only the actual cost of the equipment and excess funds shall be returned to the proper account.

4. 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, and rules and regulations related to the equipment. Recipient shall be solely responsible for all maintenance and upkeep of the equipment, at no additional cost or expense to the City.

5. Any unspent funds, existing on September 1, 2002, shall be redeposited into the proper account.

6. Recipient agrees that the equipment is for public recreational use, at Paxon High School. and that Recipient is open to the public and does not discriminate against persons on any basis. The City will have the right to use the equipment, for public municipal recreational purposes at Paxon High School at times that do not conflict with use by Recipient in Recipient's association related activities. Such use by the City, pursuant to terms and conditions herein, shall be at no additional cost or expense to the City or to the general public.

7. The City may terminate this Agreement, at any time, without cause, by giving thirty (30) days advance written notice to Recipient; or upon giving twenty-four (24) hours advance written notice, should the funds become unavailable, for any reason.

8. 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.

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

For the City:

Bob Baughman
Parks, Recreation and Entertainment Department
851 North Market Street
Jacksonville, Florida 32202

For the RECIPIENT:

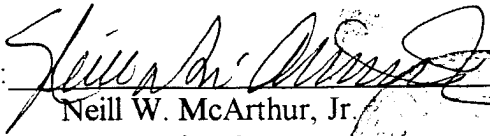
JAMES A. WILLIAMS, PRINCIPAL
3239 NORMAN THAGARD
JACKSONVILLE, FL 32254

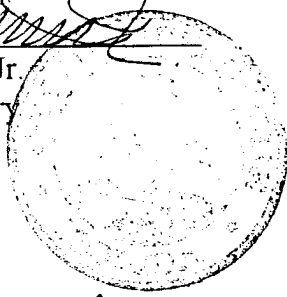
Notice shall be by certified mail, return receipt requested, or by hand delivery with signed receipts.

10. This Agreement represents the entire agreement between the parties for the construction of the equipment at Paxon High School, using \$3,000.00. 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.

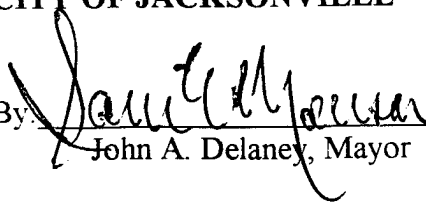
IN WITNESS WHEREOF, the parties, by and through their authorized representatives have executed this Agreement on the day and year first above written.

ATTEST:

By: 
Neill W. McArthur, Jr.
Corporation Secretary

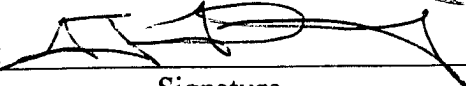


CITY OF JACKSONVILLE


By: 
John A. Delaney, Mayor

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

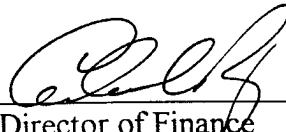

ATTEST:

By: 
J.T. ISENHARDT
Type/Print Name
DIRECTOR INTERGOVERNMENTAL RELATIONS
Title AND REAL PROPERTY

DUVAL COUNTY SCHOOL BOARD

By: 
James A. Williams
Type/Print Name
Principal
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.


Director of Finance
7391-35 

Form Approved:



Office of General Counsel
1-29-02

EXHIBIT A

SITE PLAN OR DIAGRAM

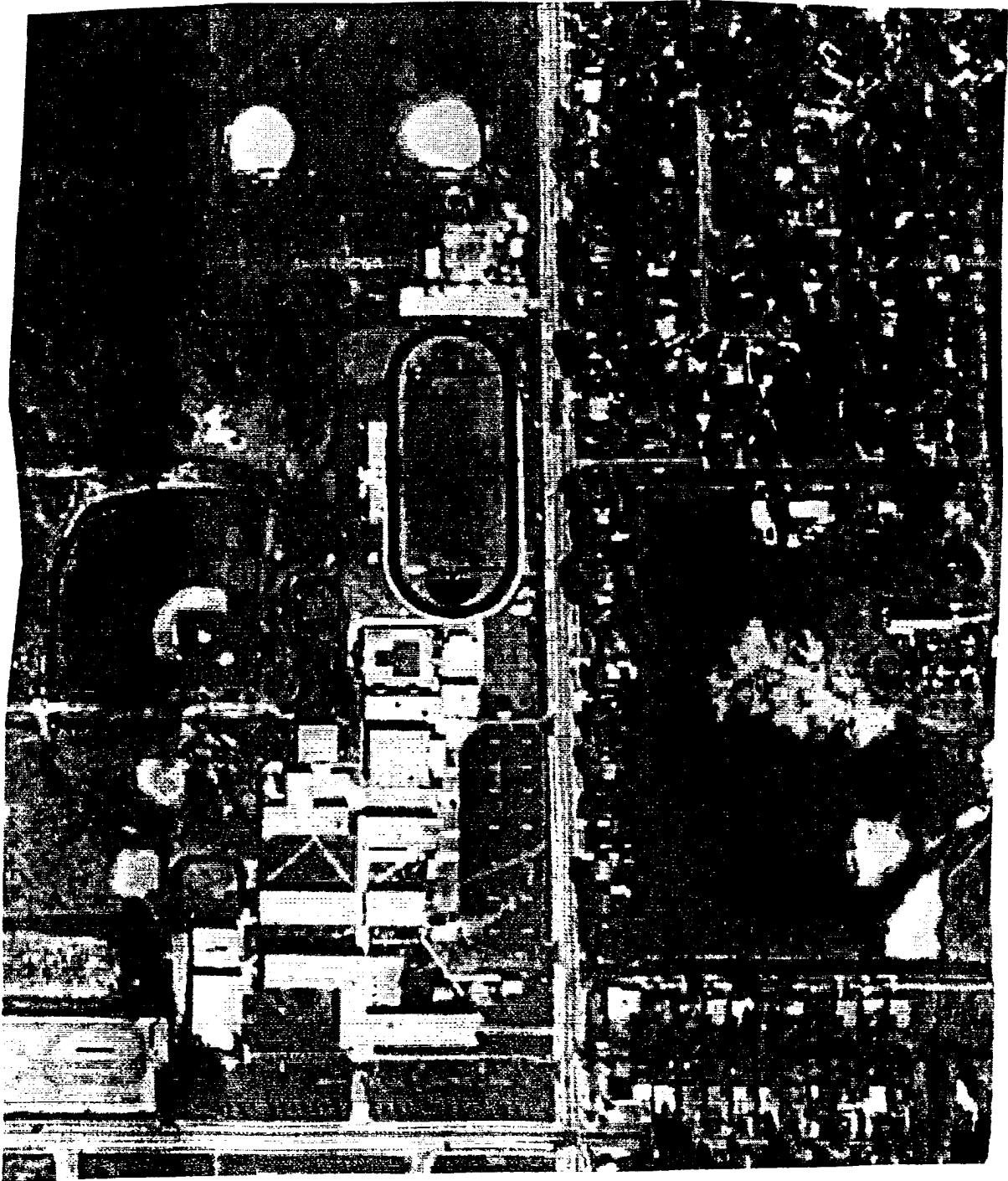


EXHIBIT B

TIME OF USE BY CITY

The City shall have use of the playground area after 5 p.m.
Monday through Friday and all day Saturday and Sunday.

EXHIBIT C

IMPROVEMENTS

TRESCA EQUIPMENT COMPANY

4827 PHILIPS HWY

JACKSONVILLE FL 32247-0609

PHONE: 904-448-8878 FAX: 904-448-2725

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SOLD TO: * NO CUSTOMER # ENTERED *

INVOICE NO.: ES180814-01

P.O. NO.:

TELEPHONE:

START DATE: 11/08/01

ENDING DATE: 8/08/00

ACCT NO.:

PRELIMINARY INVOICE-DATE 11/08/01 @ 3:50PM

SALESMAN: RJ

MODEL: SN:

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION	PRICE	AMOUNT
	IREBUILD 3-GANG RON 243 IREPAIR AND GRIND 3-GANG MOWER DISASSEMBLE 6-GEAR CASES, REMOVE GEARS, BEARINGS AND SEALS. CLEAN GEAR CASES, GEARS, INSTALL NEW BEARINGS, SEALS, REELS AND BLD KNIVES. REASSEMBLE GEAR CASES. THIS UNIT HAS A LOT OF RUST. THE WHEELS ARE IN POUR CONTION AND MAY NOT LAST ANOTHER YEAR OF USE. REPLACEMENT OF THE WHEELS WOULD COST \$1,230.00. I RECOMMEND TO CONTINUE TO USE THE SAME WHEELS UNTIL THEY SHOW SIGNS OF FAILURE. THANK YOU, ROBERT JACKSON, SERVICE MANAGER		
1.00	STANDARD LABOR RATE DATE: 11/08/01 MECH: 243	600.00	600.00
	ISHOP SUPPLIES		5.00
	IEVIROMENTAL FEE		2.00
3.00	IJAC 503548 FAIRWAY 00-04-8	90.99	272.97
3.00	IJAC 2500548 6 BLADE JJ-12-00	186.35	559.05
3.00	IJAC 121768 BACKING HH-06-5	139.85	419.55
6.00	IJAC 315965 FAIRWAY 05J-2-03	5.77	34.62

PRELIMINARY INVOICE-DATE 11/08/01 @ 3:50PM

SALESMAN:...

MODEL: SN:

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION	PRICE	AMOUNT
6.00	IJAC 315966 SPRING, 03K-1-01	3.02	18.12
6.00	IJAC 500548 ADJUSTIN FF-05-8	20.50	123.00
6.00	IJAC 500763 LH ROLLE FF-05-7	26.50	159.00
6.00	IJAC 500764 RH ROLLE CC-02-8	26.72	160.32
3.00	IJAC 132506 30IN SCL HH-04-6	135.29	405.87
3.00	IJAC 325163 FAIRWAY 0A-01-2	30.29	90.87
21.00	IJAC 3007308 BEDKNIFE 01K-2-03	0.68	14.28
21.00	IJAC 445684 LOCK NUT 01K-1-02	0.63	13.23
3.00	IJAC 315964 FRICTION W2C-3-02	1.82	5.46
12.00	IJAC 5000068 8 OZ TUB FF-01-8	6.90	82.80

SUBTOTAL 2966.14

TAX

TOTAL AMOUNT DUE--> 2966.14

ATURE

* -- Designates Tax Applied To This Item