

**AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE
AND
THE DUVAL COUNTY SCHOOL BOARD
FOR
FUNDING PURCHASE OF BICYCLES FOR
PAXON SCHOOL FOR ADVANCED STUDIES
AND FOR JOINT USE**

THIS AGREEMENT, made and entered into this 28th day of March, 2001, by and between THE CITY OF JACKSONVILLE, a municipal corporation ("City"), and DUVAL COUNTY SCHOOL BOARD, a corporate body ("DCSB").

WITNESSETH:

WHEREAS, the City, in Ordinance 2000-1084-E, for the 2000-2001 fiscal year, has appropriated \$2,726.40 for DCSB to fund purchase of four (4) Johnny G. Spinner Pro Bicycles for Paxon School for Advanced Studies, for used by the Paxon Cross Country Team; and

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

WHEREAS, this Agreement is made and entered into pursuant to the direction and authority specified in said ordinance; 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 to DCSB the total amount of \$2726.40 to fund purchase of four (4) Johnny G. Spinner Bicycles for use by Paxon School For Advanced Studies for its cross country team. 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 on a draw or cost reimbursement basis and the purchase shall be made no later than September 30, 2001.

3. DCSB shall provide the City's representative, as specified in Section 9, with all documentation, including bill and invoices satisfactory to justify a draw or reimbursement payment.

4. If the four (4) bicycles cost more than \$2,726.40, appropriated by Ordinance 2000-1084-E, then, and in such event, the City will not be responsible for such excess.

5. If the four (4) bicycles cost less than \$2,726.40, appropriated in Ordinance 2000-1084-E, then, and in such event, DCSB shall so advise the City and the City shall pay only the actual cost of the four (4) bicycles; and DCSB shall return and refund to the City any appropriated funds in excess of such purchase price.

6. DCSB agrees to accept all or such part of the funds appropriated in Ordinance 2000-1084-E, in accordance with the terms of said appropriation ordinance; in accordance with Section 106.315, *Ordinance Code*; and the terms and provisions of Chapter 118, *Ordinance Code*, as if the \$2,726.40 appropriated by Ordinance 2000-1084-E is a miscellaneous appropriation; and as if DCSB is a private agency receiving miscellaneous appropriations under Chapter 118, *Ordinance Code*. All terms and provisions of Chapter 118, *Ordinance Code*, are attached hereto as Exhibit B and, by this reference are incorporated into this Agreement as if they were set out herein in their entirety. All terms and provisions of Ordinance 2000-1084-E are attached hereto as Exhibit C and, by this

reference, are incorporated herein as if they were set out in their entirety. Provisions of Section 106.315(b), *Ordinance Code*, are attached hereto as Exhibit C 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 \$2,726.40.

7. In addition to the terms and provisions of Chapter 118, *Ordinance Code*, 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 purchase of the four (4) bicycles (including, but not limited to copies of all invoices and checks). Such accounting shall be submitted at the time the four (4) bicycles are purchased. 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 the appropriation Ordinance 2000-1084-E and all other laws related to the purchase, and for the joint use specified in Section 10. DCSB shall be solely responsible for all repairs and maintenance of and to said four (4) bicycles.

9. Any unspent funds, from the appropriation in Ordinance 1999-1163-E existing on September 30, 2001, shall be returned to the City.

10. DCSB agrees that the four (4) Johnny G. Spinner Pro Bicycles will be made available for public recreational use by the City. The City will have the right to use such four (4) bicycles and athletic and other recreational facilities at Paxon School for Advanced Studies, for public municipal

recreational purposes at times that do not conflict with use by Paxon School For Advanced Studies in high school related sports events and activities. Such use by the City shall be at no cost or expense to the City.

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
Paxon School For Advanced Studies
3239 Norman Thagard Boulevard
Jacksonville, Florida 32254

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 receipt and expenditure of appropriated funds. No statement, representation, writing, understanding or agreement made by either party or any representative of either party, which are 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:

CITY OF JACKSONVILLE

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

By: Neill W. McArthur, Jr.
Corporation Secretary



By: John A. Delaney, Mayor

ATTEST:

DUVAL COUNTY SCHOOL BOARD

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

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

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FORM APPROVED

Neill W. McArthur, Jr.
ASSISTANT GENERAL COUNSEL

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.

Cheri Ch...
Director of Administration and Finance
7391-25

