

**AGREEMENT BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THE DUVAL COUNTY SCHOOL BOARD  
FOR  
PLAYGROUND IMPROVEMENTS  
AT  
SAN PABLO ELEMENTARY SCHOOL**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> 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**, Section 106.35, Ordinance Code authorizes Council Members to spend up to \$100,000 from their district accounts without further legislation; and

**WHEREAS**, said ordinance directs the Mayor to enter into a contracts with fund recipients to accomplish such funding and specifying basic terms and conditions of said contract; and

**WHEREAS**, it is in the City's best interest to provide and pay for such with appropriated funds; and

**WHEREAS**, Council Member Jerry Holland has made available \$28,543.50 from Better Jacksonville Plan District 3 bond money for playground improvements at San Pablo Elementary School to be subject to joint use for a public park; and

**WHEREAS**, this Agreement is made and entered into pursuant to the directions and authority specified in said ordinance and other City policies; 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 up to, not to exceed Twenty-Eight Thousand Five Hundred Forty-three and 50/100 (\$28,543.50) for playground equipment for San Pablo Elementary School as more particularly described in Exhibit A attached hereto and, by this reference, made a part hereof ("Improvements"). Said equipment and playground will be subject to joint use, by the City, as a public park for use by all residents of and visitors of the City as more specifically provided in Section 8 hereof. The City's maximum indebtedness under this agreement shall not exceed \$28,543.50.

3. Said improvements must be purchased and installed by September 30, 2001. Any funds that remain unspent by that date shall be returned to the City for re-deposit into the account from where they came.

4. Payment of the funds, specified in Section 2, above, shall be on a draw for work done or cost reimbursement basis only. The City must have sufficient documentation to enable it to make such draw or cash reimbursement payments. Such documentation shall include but shall not be limited to bills, invoices, receipts and/or other records, all of which shall be satisfactory to the City, that evidence work done or costs paid, in order to justify payment of funds hereunder.

5. As recipient of public funds, from the City of Jacksonville, DCSB shall comply with all federal, state and local laws, ordinances, rules and regulations governing receipt and expenditure of public funds, including but not limited to the provisions of the City's Miscellaneous Appropriation Ordinance, codified in Chapter 118, Ordinance Code and the City's Purchasing Code, codified in Chapter 126, Ordinance Code. DCSB shall also comply with all applicable bond covenants and restrictions.

6. The Planning, Research and Grants Division of the Parks, Recreation and Entertainment Department shall be the City's representative to ensure compliance with the laws, ordinances, rules and regulations specified in Section 5 hereof; and to ensure compliance with the joint use provisions in Section 8 hereof.

7. DCSB shall provide the City with a full accounting/report of expenditures of City funds, made available under this Agreement. Said accounting/report shall be submitted to the Division Chief of the Planning, Research and Grants Division of the City's Parks, Recreation and Entertainment Department and to the Council Auditor, on forms approved by said Council Auditor. Said accounting report shall be submitted within thirty (30) days from expenditure of the funds.

8. DCSB agrees that, in consideration for such Improvements, the playground at San Pablo Elementary School will be made available for public recreational park use by the City. The City will have the right to use such playground for a park for public recreational purposes at dates and times that do not conflict with use by San Pablo Elementary School in school related events and activities. Such use by the City shall be at no cost or expense to the City. If such joint use is denied to the City, by DCSB, then

DCSB shall refund all funds provided hereunder to the City and said funds shall be returned to the proper account from whence they came.

9. DCSB agrees that it will be solely responsible for maintenance/and repair of the playground and improvements thereto.

10. DCSB shall indemnify, save and hold the City harmless from any and all actions, claims or liabilities arising from or out of the DCSB's performance or lack of performance under this Agreement. Such indemnification shall be subject to the provision and limitations of Section 768.28, Florida Statutes. Should the City, as a result of the DCSB's performance or lack thereof, be required to reimburse any sums to any Federal or State or local agency, contributing funds to this project, or should the City be required to expend City funds to complete or correct performance of the DCSB under this Agreement, the DCSB will immediately refund and reimburse the City for all sums so expended.

11. 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 prepared this Agreement.

12. This Agreement shall become effective on the day and year first above written and shall continue unless sooner terminated by the City with or without cause upon thirty (30) days prior written notice to the DCSB. For purposes of notice, the representatives of the parties shall be:

For the City:

Division Chief of Planning, Research and Grants Division  
Parks, Recreation and Entertainment Department  
851 North Market Street  
Jacksonville, Florida 32202  
For the DCSB:

Principal  
San Pablo Elementary School  
801 18<sup>th</sup> Avenue North  
Jacksonville Beach, Florida 32250

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

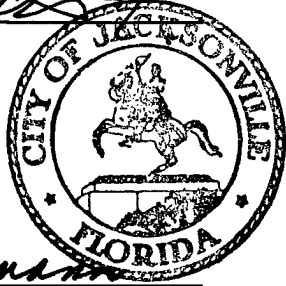
13. No statement, understanding, agreement, course of action or course of conduct of either of the parties or their authorized representatives shall be valid or binding unless it is in writing and made part of this Agreement. This Agreement represents the entire agreement between the parties for this project. 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:

*Neil W. McArthur, Jr.*

Neil W. McArthur, Jr.  
Corporation Secretary



ATTEST:

*Karen S. Kuhlmann*

*Karen S. Kuhlmann*  
Signature  
*Karen S. Kuhlmann*  
Type/Print Name  
*General Director*  
Title

CITY OF JACKSONVILLE

By: *Sam E. Mousa*

John A. Delaney, Mayor

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

DUVAL COUNTY SCHOOL BOARD

By: *McGlade K. Holloway*

*McGlade K. Holloway*  
Signature  
*McGlade K. Holloway*  
Type/Print Name  
*ASSISTANT SUPERINTENDENT*  
Title

In accordance 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 that provision has been made for the payment of the monies provided therein to be paid.

*[Signature]*

Director of Administration and Finance

7391-24

*[Initials]*

Form Approved:

*Neil W. McArthur, Jr.*  
Office of General Counsel  
3-16-01

## EXHIBIT A

### SAN PABLO ELEMENTARY SCHOOL IMPROVEMENTS

<b>Quantity</b>	<b>Description</b>
<b>1</b>	<b>Playcenter #5 Primary (2-68992)</b>
<b>1</b>	<b>Max Play Station 2 w/o floating stones</b>
<b>46</b>	<b>Kid Timbers 6' Black (1-1231)</b>
<b>16</b>	<b>SNAPS 6501453 Chopped Tire per ton, Black, Bulk (ATR-ST-11-18 Bulk)</b>
<b>1</b>	<b>20" sidewalk - Kindergarten area</b>
<b>1</b>	<b>30' sidewalk - preschool area</b>
	<b>Tiles as surface area around the play equipment in both the kindergarten and preschool areas.</b>