

**Interlocal Agreement
Between
Alachua/Bradford Regional Workforce Board
And
City of Gainesville**

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between ALACHUA/BRADFORD REGIONAL WORKFORCE BOARD, a non-profit Board of the State of Florida, (hereinafter referred to as BOARD, and the CITY OF GAINESVILLE, Florida, (hereinafter referred to as CITY), by and through its City Commission.

WHEREAS, BOARD desires to ensure that Work and Gain Economic Self-sufficiency (hereinafter referred to as WAGES) customers have transportation to access childcare, education and training, medical services and employment; and,

WHEREAS, BOARD desires to provide prepaid, unlimited access to public transit as a means of providing WAGES customers with access to childcare, education and training, medical services and employment; and,

WHEREAS, CITY operates a public transit system that is currently operating a fixed route that provides service to and around the City limits,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. This Agreement shall be effective upon signing but expires January 31, 2003.
2. The total amount to be paid by the BOARD to the CITY shall be \$7,992.00, which represents 100% of the cost of \$9.00 per customer for 888 WAGES customers (100% of \$7,992.00). The CITY shall invoice this amount upon execution of this agreement and the BOARD shall pay within the time frame designated by Florida Statute.

3. The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision, of which the condition is alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) day period, this Agreement may be terminated by the non-defaulting party. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

4. The parties hereto designated the following persons to be contacted regarding the performance of this Agreement and to receive all notices:

BOARD: Alachua/Bradford Regional Workforce Board
C/O Mr. Mortlake O. Nembhard
Vice President
BCN Associates, Inc.
408 West University Avenue
Suite 604
Gainesville, FL 32601

CITY: City Manager
P. O. Box 490
Gainesville, FL 32602

5. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this Agreement.

6. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by both entities and attached to this Agreement. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

7. In the performance of this Agreement, RTS will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the BOARD. RTS shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by RTS in the full performance of this Agreement. RTS nor any of its employees, officers, agents or any other individual directed to act on behalf of RTS for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the BOARD.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

ALACHUA/BRADFORD REGIONAL
WORKFORCE BOARD

BY: _____
Board Representative

ATTEST:

J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM:

Alachua/Bradford Regional Workforce
Board Representative

CITY OF GAINESVILLE
REGIONAL TRANSIT SYSTEM

BY: _____
Wayne Bowers, City Manager

Witnesses

APPROVED AS TO FORM AND LEGALITY:

Gainesville City Attorney's Office