

**Interlocal Agreement
Between
Board of County Commission
And
City of Gainesville**

This Agreement is made by and between the BOARD OF COUNTY COMMISSION, for and on behalf of the Board of Regents of the State of Florida, a public corporation of the State of Florida, (hereinafter referred to as COUNTY), and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as CITY), by and through its City Commission.

WHEREAS, COUNTY desires to reduce the demand for parking by its employees; and,

WHEREAS, COUNTY desires to provide its employees free access to public transit as a means of commuting to work; 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 hereto agree as follows:

1. This Agreement shall cover a term of one year from May 10, 2006 through and including May 9, 2007.
2. The total amount to be paid by the COUNTY to the CITY shall be \$4,500.00. The CITY shall invoice this amount upon execution of this agreement and the COUNTY shall pay within the time frame designated by Florida Statute.
3. The CITY will allow County employees to have unlimited access to transit when the employee shows the appropriate identification card with the RTS logo.
4. 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 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.

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

COUNTY: Board of County Commission

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

6. 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.
7. 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.
8. In the performance of this Agreement, the CITY will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The CITY shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CITY in the full performance of this Agreement. CITY nor any of its employees, officers, agents or any other individual directed to act on behalf of the CITY 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 COUNTY.

9.

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.

BOARD OF COUNTY COMMISSION

BY: _____

Witness

APPROVED AS TO FORM AND LEGALITY:

CITY OF GAINESVILLE

Witnesses

BY: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

City of Gainesville Attorney's Office