

INTERLOCAL AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2004, by and between the CITY OF GAINESVILLE, a Florida municipal corporation, hereinafter referred to as the "CITY", and ALACHUA COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the City and County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the CITY and the COUNTY have entered into, or will enter into, franchise agreements with CoxCom, Inc. (hereinafter referred to as "COX"); and

WHEREAS, each franchise agreement provides, or will provide, that COX make available three (3) PEG access channels, two of which are currently active and the third to be activated by the CITY and COUNTY at a time within their discretion; and

WHEREAS, the franchise agreement provides for the payment by COX of capital grants to the CITY and the COUNTY, phased in over a three-year period, plus an additional capital grant to be paid upon activation of the third access channel or July 31, 2007, whichever is later; and

WHEREAS, activation of the third channel may occur prior to July 31, 2007, creating a need to use the capital grant for equipment before it is available on July 31, 2007.

NOW THEREFORE, in consideration of the foregoing recitals, the parties do hereby enter into this interlocal agreement, which will be recorded in the public records of Alachua County as follows:

1. **Term.** This agreement is effective upon execution and continuing through July 31, 2007. Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement.
2. **Duties of Parties.** If the third access channel is activated prior to July 31, 2007, either or both, parties may use, to the extent determined by the respective commissions, capital grant funds received from Cox to provide for the capital needs of the third channel.
3. **Liability.** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

4. **Notice.** Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, City and County representatives are:

County:
Randall Reid
County Manager
PO Box 2877
Gainesville, FL 32602

City:
Wayne Bowers
City Manager
P.O. Box 490
Gainesville, FL 32601

A copy of any notice, request or approval to the County must also be sent to:

J.K. Buddy Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602

5. **Assignment of Interest.** Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

6. **Successors and Assigns.** The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

7. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

8. **Severability.** If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

9. **Non-Waiver.** The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

10. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

11. **Amendments.** The parties may amend this agreement only by mutual written agreement of the parties.

12. **Recording of Agreement.** The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

13. **Entire Agreement.** This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

ATTEST:

J. K. "Buddy" Irby, Clerk
(SEAL)

By: _____
Mike Byerly, Chair
Board of County Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

CITY OF GAINESVILLE

BY: _____
Wayne Bowers, City Manager

APPROVED AS TO FORM
AND LEGALITY

City Attorney