

COPY**AGREEMENT BETWEEN CITY OF GAINESVILLE
AND DISTRICT BOARD OF TRUSTEES FOR SANTA FE COMMUNITY COLLEGE**

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, by and between the **City of Gainesville**, a municipal corporation (hereinafter referred to as "**CITY**"), and the **District Board of Trustees for Santa Fe Community College**, (hereinafter referred to as the "**AGENCY**"):

WITNESSETH:

WHEREAS, The Agency is coordinating a program to provide opportunities for unemployed teenagers of the City of Gainesville; and

WHEREAS, the City wishes to assist the Agency by providing the Agency with funds with which to fund this program with local businesses;

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

Section 1 Scope of Services

- a. The City agrees to provide funding as described in Section 3 of this Agreement, to the Agency for the program outlined in Exhibit "A" attached hereto.
- b. The Agency agrees to provide, operate, and fully perform the program described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2 Terms

This Agreement shall commence on upon signing, and continue through and including October 31, 2002, unless earlier terminated by one or both parties, as provided herein.

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Section 3 Compensation

- a. In consideration of the services to be provided in accordance with Section I of this Agreement, the City shall pay the Agency a total sum of Thirty-Five Thousand Dollars (\$35,000) as total funding from the City to the Agency for the program provided to the citizens of the City under this Agreement.

Payment shall be paid monthly on a cost reimbursement basis, provided the Agency submits a timely and acceptable invoice. Final payment shall be paid within thirty (30) days of the termination of the Agreement. The invoice shall be sent to:

City of Gainesville
Finance Department
P.O. Box 490
Gainesville, FL 32602
Attn: Accounts Payable

The parties acknowledge and understand the total sum of \$35,000.00 includes travel costs which are payable in accordance with Section 112.061, Florida Statutes.

- b. In reference to Audit and Records, the Agency agrees to:
- (1) Maintain financial records and reports relating to utilization of the funds and to submit a final operating statement to the City by October 31, 2002
 - (2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct and indirect costs of any nature associated with the program.

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- (3) Permit all such records in (1) and (2) above to be subject to inspection, review, and audit by the City of Gainesville Finance and Accounting Departments.
- (4) The Agency agrees that any City funds not expended for the aforementioned program shall be returned to the City.

Section 4 Default

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. Such notification shall make the specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of five (5) days in which to cure the default. In the event the default is not cured within the five-day period, this Agreement may be terminated. 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.

Section 5 Modifications

This Agreement may be modified or amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this Agreement, duly executed by both parties.

Section 6 Reporting

The Agency will submit a final report of the activities relating to the employment opportunities for unemployed teenagers of the City of Gainesville by September 30, 2002.

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Section 7 Notices

Except as other provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested. The City's representative and the Agency's representatives are:

City of Gainesville
P.O. Box 490
Gainesville, FL 32602
Attn: Tom Motes

W. Harvey Sharron, Jr.
Santa Fe Community College
3000 NW 83 Street
Gainesville, FL 32606

Section 8 Insurance

The Agency certifies that it has now and will continue to maintain throughout the entire term of this Agreement, liability insurance in the amount of \$100,000 per person, with a maximum of \$200,000 per incident. The Agency shall immediately notify the City of any cancellation or reduction in such insurance coverage. A letter of self-insurance/sovereign immunity may be substituted for this requirement.

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Section 9 Liabilities

To the extent authorized by the law, particularly Section 768.28, Florida Statutes, Santa Fe Community College shall be liable, and agrees to liable for, and shall indemnify, defend and hold the City harmless from all claims, suits, judgements or damages including court costs and attorneys' fees arising out of negligence or omissions by Santa Fe Community College or persons placed by Santa Fe Community College by this program in the course of the operations of this agreement.

Section 10 Sovereign Immunity

Nothing in this agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

Section 11 Independent Contractor

In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agency, employee, partner, joint venture, or associate of the City. The Agency shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Agency in the full performance of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ATTEST:

CITY OF GAINESVILLE, FLORIDA

By: _____
Wayne Bowers
City Manager

Approved as to form and legality:

By: _____

ATTEST:

District Board of Trustees for
SANTA FE COMMUNITY COLLEGE

By:

W. Harvey Sharron, Jr.
Dean for Development

