

**Interlocal Agreement
Between
Shands Teaching Hospital and Clinics, Inc.
And
City of Gainesville**

This Agreement is made by and between Shands Teaching Hospital and Clinics, Inc. a Florida corporation not for profit (hereinafter referred to as SHANDS), and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as CITY), by and through its City Commission.

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

WHEREAS, SHANDS desires to provide its employees prepaid, unlimited 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 February 1, 2006 through and including January 31, 2007.
2. The total amount to be paid by SHANDS to the CITY shall be \$ 35,770.50, which represents the cost of \$4.50 per employee for 7,949 employees. The CITY shall invoice this amount upon execution of this agreement and SHANDS shall pay the total agreement amount within thirty (30) days of receipt of that invoice.
3. The CITY will allow SHANDS employees to have unlimited access to transit, except as noted, when they show the appropriate Gator 1 ID identification card with the Shands Hospital designation. Note that pre-paid, unlimited access is not valid on special service routes such as Gator Aider, etc.
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 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.

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

SHANDS: Ray Hoskavich
 Director, Human Resources
 PO Box 100337
 Gainesville, FL 32610-0337

With copy to: Shands Legal Services
 P.O. Box 100303
 Gainesville, FL 32610

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 SHANDS. 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 and purport to act, or be deemed to be the agent, representative, employee or servant of SHANDS.

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.

_____ **Shands Teaching Hospital and Clinics, Inc.**

Witnesses

BY: _____

APPROVED AS TO FORM AND LEGALITY:

_____ **CITY OF GAINESVILLE**

Witnesses

BY: _____

Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

Gainesville City Attorneys Office