

**CITY OF GAINESVILLE
AGREEMENT FOR ELIGIBILITY AND CERTIFICATION DETERMINATION,
CLIENT TRAVEL TRAINING AND
DISABILITY SENSITIVITY TRAINING WORKSHOPS**

This AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 2007 between the CITY OF GAINESVILLE, FLORIDA (CITY) and TRANSITIONAL LIVING OF NORTH CENTRAL FLORIDA, INC. does business as CENTER FOR INDEPENDENT LIVING OF NORTH CENTRAL FLORIDA (CIL).

WHEREAS, CITY is desirous of utilizing CIL to provide eligibility, certification determination and travel training to clients within the area and disability sensitivity training workshops for staff; and

WHEREAS, CIL is willing and capable of performing such services,

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

I. SCOPE OF SERVICES

The CIL shall provide the CITY with services as described in the CITY's Request for Proposals #RTSX060366-PJ dated July 18, 2007 and CIL's proposal dated July 18, 2007. Except as provided below, which are incorporated by reference, the order of precedence shall be as follows. The terms of this AGREEMENT shall control, then the terms of CIL's proposal, then the terms of Addendum No. 1 issued July 6, 2007 and Addendum No. 2 issued July 13, 2007, then the terms of the Request for Proposals. The Scope of Services may be further amended only by mutual written AGREEMENT between the parties.

II. TERM

The term of the AGREEMENT shall be effective October 1, 2007 and will continue for three years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the CITY, may, at its option, negotiate and extend the contract for up to two additional one year periods.

III. COMPENSATION/PAYMENT

The CIL shall be compensated at an annual amount not to exceed \$73,200.00, billed monthly at \$6,100.00. The annual/monthly amount is a flat fee with no minimum or maximum participation of services. The annual amount is inclusive of all personnel, materials and equipment as may be necessary for CIL to carry out the services as described in the Request for Proposals #RTSX060366-PJ, Addenda No. 1 and 2.

Payment will be due to the CIL thirty (30) days after receipt of proper invoice. Payment may be withheld by the CITY due to failure by the CIL to comply with these Specifications. The CITY shall notify the CIL of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

IV. DEFAULT

Failure to perform any responsibility under this AGREEMENT shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten (10) days to correct the default. If the default is not corrected, this AGREEMENT may be terminated at the option of the non-defaulting party.

V. TERMINATION

Either party may terminate this AGREEMENT with or without cause by providing 120 days written notice to the other party. In the event of termination, the CIL shall be entitled to compensation for services rendered up to and including the day of termination.

VI. INDEPENDENT CONTRACTOR

CIL shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CIL shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CIL in the full performance of this AGREEMENT.

VII. INDEMNIFICATION

The CIL shall agree to indemnify and save harmless the CITY, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the CIL, its agents, servants, employees or others for whom the CIL is legally liable.

VIII. 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.

IX. TIMELINESS

The CITY and CIL further agree that time is of the essence in performance of the work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a CIL performing these duties.

X. VALIDITY

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.

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this AGREEMENT:

CITY OF GAINESVILLE, FLORIDA

Millie Crawford
Transit Services Coordinator
P.O. Box 490, Station 5
Gainesville, Florida 32602
(352) 334-2650

CENTER FOR INDEPENDENT LIVING OF NORTH CENTRAL FLORIDA

William Kennedy
Executive Director
222 SW 36th Terrace
Gainesville, Florida 32607
(352) 378-7474, ext. 12

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CIL. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE, FLORIDA

CENTER FOR INDEPENDENT LIVING
OF NORTH CENTRAL FLORIDA

RUSS BLACKBURN, City Manager

WILLIAM KENNEDY, Executive Director

WITNESS:

WITNESS:
