

**Interlocal Agreement
Between
University of Florida
And
City of Gainesville**

This Agreement is made by and between the **University of Florida**, (hereinafter referred to as UF), and the **City of Gainesville, Florida**, a municipal corporation, (hereinafter referred to as CITY), by and through its City Commission.

WHEREAS, UF desires to reduce the demand for on-campus parking by its employees; and,

WHEREAS, UF 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 University's campus.

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 January 10, 2007 through and including January 9, 2008.
2. The total amount to be paid by the UNIVERSITY to the CITY shall be \$58,500.00, which represents the cost of \$4.50 per employee for 13,000 employees. The CITY shall invoice this amount upon execution of this Agreement and the UNIVERSITY shall pay within the time frame designated by Florida Statute. Failure to pay within the statutory time frame will cause UF to pay a separate interest penalty in accordance with Florida Statutes.
3. The CITY will allow University of Florida employees to have unlimited access to transit when the employee shows the appropriate Gator One identification card.
5. 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, the non-defaulting party may terminate this Agreement. 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.

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

UNIVERSITY: Bob Miller
 Assistant Vice President of Administrative Affairs
 Box 113100
 University of Florida
 Gainesville, FL 32611

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

7. 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.
8. 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.
9. 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 UNIVERSITY. 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. The 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 UNIVERSITY.

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.

UNIVERSITY OF FLORIDA

BY: _____
Director of Purchasing

Witnesses

APPROVED AS TO FORM:

Witnesses

CITY OF GAINESVILLE

BY: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

City of Gainesville Attorney's Office