

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

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

WHEREAS, University desires to provide public transit for students, faculty and visitors traveling on the University of Florida campus; and

WHEREAS, CITY operates a public transit system capable of providing the desired service.

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 (1) year from August 20, 2001 through and including August 19, 2002.
2. CITY shall provide transit service to the University of Florida in accordance with the terms of this Agreement; the parties shall mutually agree upon the routes and hours of operation.
3. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the Regional Transit System Operations Center located at 100 S. E. 10th. Avenue.
4. Service may be modified as required by written mutual agreement of the University of Florida Director of transportation and parking services and the City's Transit Director or designee.
5. The hourly rate to be charged to the UNIVERSITY by the CITY during the period of August 20, 2001 through and including August 19, 2002, shall be forty-two dollars and fifty-cents (\$42.50) per hour of operation.
6. Invoices will be due monthly and the UNIVERSITY shall pay within the time frame designated by Florida Statute. Failure to pay within the statutory time frame will cause the UNIVERSITY to pay a separate interest penalty in accordance with Florida status.
7. 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.

8. 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

9. 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.
10. 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.
11. 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. 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

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

BY: \_\_\_\_\_  
Charles Young, President  
University of Florida  
Office of Administrative Affairs

CITY OF GAINESVILLE

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

BY: \_\_\_\_\_  
Wayne Bowers, City Manager

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Office of the General Counsel  
University of Florida

\_\_\_\_\_  
City of Gainesville Attorney's Office

