

**Agreement Between University of Florida Board of Trustees
And City of Gainesville for Bus Service for UF Students**

This Agreement is entered into this _____ day of _____, 2016 by and between the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, (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 students; and,

WHEREAS, UF desires to provide its students unlimited access to public transit as a means of commuting to school; and,

WHEREAS, CITY operates a public transit system that is currently operating a fixed route that provides service to and around the UF 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 three (3) years from August 20, 2016 through and including August 19, 2019. Upon written consent of the UF and the CITY, revisions to this Agreement, which must be in writing, may be made effective either at the beginning or during each contract year.

2. The CITY will allow UF students unlimited access for each transit trip when the student shows the appropriate Gator One identification card.

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 34 SE 13th Road, Gainesville, FL.

4. CITY shall provide transit service to UF students in accordance with the terms of this Agreement. Service may be modified by mutual agreement of the UF Director of Transportation & Parking and the CITY's Transit Director or designee.

5. Campus Service is defined as any fixed route serving UF campus and excludes shuttle service to UF football games (motor home shuttle) and graduation ceremony services.

6. The CITY will charge UF a set rate per service hour as follows:

- August 20, 2016 through and including August 19, 2017 - The hourly rate will be \$64.88 per service hour.
- August 20, 2017 through and including August 19, 2018 - The new rate will be negotiated and agreed upon by both parties by amendment to this Agreement prior to January 1, 2017, or else the rate will remain the same for the year.

- August 20, 2018 through and including August 19, 2019 - The new rate will be negotiated and agreed upon by both parties by amendment to this Agreement prior to January 1, 2018, or else the rate will remain the same for the year.

7. Invoices will be issued at the beginning of each calendar quarter for Campus Service and monthly for any other type of service. UF shall pay within 30 days of receipt of the invoice. Failure to pay within the 30 day time frame will cause UF to pay a separate interest penalty in accordance with Florida Statutes.

8. 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.

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

UF: Scott Fox
Director of Transportation & Parking
Box 112325
University of Florida
Gainesville, FL 32611-2325

CITY: Jesus Gomez, Transit Director
City of Gainesville Regional Transit System
P.O. Box 490, Station 5
Gainesville, FL 32602-0490

10. 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.

11. 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, together with the Agreement Between University of Florida Board of Trustees and City of Gainesville for Bus Passes and the Agreement Between University of Florida Board of Trustees and City of Gainesville for Bus Tracking Services. 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, with the exception of the Agreement Between University of Florida Board of Trustees and City of Gainesville for Bus Passes and the Agreement Between University of Florida Board of Trustees and City of Gainesville for Bus Tracking Services.

12. 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 UF. 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. Neither 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 UF.

13. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

14. Nothing in the Contract Documents shall be interpreted as a waiver of the City's or UF's sovereign immunity as granted under Section 768.28, Florida Statutes.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida for any State court action and Gainesville, Florida for any federal court action.

Remainder of this page intentionally left blank

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 Board of Trustees

By: _____

Witnesses

Title: _____

REVIEWED BY:

Office of the General Counsel
University of Florida

City Of Gainesville

Anthony R. Lyons, City Manager

Witnesses

APPROVED AS TO FORM AND LEGALITY:

City of Gainesville Attorney's Office

