

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

This Agreement is made by and between the UNIVERSITY OF FLORIDA, for and on behalf of the Board of Regents of the State of Florida, a public corporation of the State 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 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 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 August 23, 1999 through and including August 12, 2000.
2. The total amount to be paid by the UNIVERSITY to the CITY shall be \$349,352.56, which represents 29 cents per credit hour for a total of 1,204,664 credit hours. The CITY shall invoice this amount upon execution of this agreement and the UNIVERSITY shall pay within the time frame designated by Florida Statute.
3. The CITY will allow University of Florida students unlimited access for each transit trip when the student shows the appropriate Gator One identification card.
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:

UNIVERSITY: Greg DuBois
~~Director of Transportation and Parking Services~~
Box 112325
University of Florida
Gainesville, FL 32611

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 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 students, 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
For and behalf of the Board of Regents

Witnesses

BY: _____
Charles Young, Acting President

University of Florida
Office of Administrative Affairs

CITY OF GAINESVILLE

Witnesses

BY: _____
Wayne Bowers, City Manager

Reviewed By:

Office of Administrative Affairs
University of Florida

APPROVED AS TO FORM AND LEGALITY

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Office of the General Counsel
University of Florida

City of Gainesville Attorney's Office