

**Interlocal Agreement Between  
The District Board of Trustees of Santa Fe College  
And City of Gainesville  
For Student Access to Bus Service**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE, FLORIDA, a body corporate of the State of Florida (hereinafter referred to as “SF”), and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as “CITY”), by and through its City Commission.

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

WHEREAS, SF 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 routes that provide service to and around the SF campus; and

WHEREAS, it is the purpose and intent of the parties to enter into this Agreement formed in reliance upon, and under their respective powers, and under the authority of the Florida Interlocal Cooperation Act of 1969, as amended, section 163.01, Florida Statutes; and,

WHEREAS, the Parties are authorized by section 163.01, Florida Statutes, to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens;

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 16, 2020, through and including August 15, 2023. Upon written consent of SF and the CITY, revisions to this Agreement, which must be in writing, may be made effective either at the beginning or during each agreement year. This Agreement may be terminated at any time, without cause or cost, by the CITY or SF upon ninety (90) days’ written notice by certified mail, return receipt requested to the other. All amounts due and owing for services rendered in accordance with this Agreement prior to termination shall be paid in accordance with this Agreement despite termination; SF will not be required to pay for services rendered after the effective date of termination.

2. The CITY will allow SF students to have unlimited access to all public transit services during all hours of operation and for all routes in exchange for presenting the appropriate SF identification card except that pre-paid, unlimited access is not valid on special service routes, including Gator Aider, sports event shuttles, and routes that do not have published timetables or schedules. The rate to be charged to SF by the CITY for SF student pre-paid unlimited access as previously described will be One hundred fifty-two thousand dollars (\$152,000) annually. The rate to be charged to SF by the CITY to support the Automated Vehicle Location (AVL) services on buses serving the SF campuses will be Seven thousand two hundred dollars (\$7,200) annually. SF agrees to pay these rates on a monthly basis as set forth in Section 5 below.
3. The CITY shall provide transit service to SF in accordance with the terms of this Agreement; the SF Vice President for Student Affairs and the City's Transit Director or designee shall mutually agree in writing upon the specific modification and enhancement of existing routes and hours of operation as well as new routes and hours of operation, which will result in an agreed number of hours for which SF will be invoiced. SF agrees to pay the hourly rate set forth in Section 4 below for the number of hours agreed upon plus reasonable travel time each way to and from the Regional Transit System Administration and Operations Complex located at 34 SE 13<sup>th</sup> Road. The number of hours agreed upon shall reflect such factors as increased hours of service for existing routes, increased frequency of route completion, and additional buses needed. Future services may be modified by written mutual agreement of the SF Vice President for Student Affairs and the City's Transit Director or designee.
4. The hourly rate to be charged to SF by the CITY will be as follows:
  - 4.a August 16, 2020, through and including August 15, 2021: Sixty-eight dollars and thirty six cents (\$68.36) per hour of operation.
  - 4.b The annual hourly rates for the last two (2) years of this Agreement (August 16, 2021, through and including August 15, 2022; and August 16, 2022, through and including August 15, 2023) are subject to a percentage increase, not to exceed three (3) percent per year. The increase shall be in accordance with the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), "All Urban Consumers", "U.S. Transportation, 1982-84+100 -CUUROOOOSAT", "Not

Seasonally Adjusted”, “U.S. city average”<sup>1</sup> as measured for the month of June of each year. To meet SF’s annual process to evaluate the student Transportation Access Fee (typically conducted in the month of October to recommend the Transportation Access Fee amount for the subsequent fiscal year), the CITY will consult the aforesaid index for the month of June and send written notice of the percentage increase, if any, to SF by September 15th. For example, to determine a possible percentage increase to the annual hourly rate for the contract period of August 16, 2021 – August 15, 2022, CITY will calculate the percentage change between the June 2019 CPI and the June 2020 CPI and provide SF with written notice of the percentage increase, if any, by September 15, 2020. Should the index indicate a percentage decrease, the annual hourly rate will remain unchanged for the corresponding contract period of the Agreement.

5. The CITY shall invoice SF monthly upon execution of this Agreement and SF shall pay within the time frame designated by Section 215.422, Florida Statutes. Failure to pay within the statutory time frame specified in Section 215.422, Florida Statutes will cause SF to pay a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes.
6. 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.
7. The parties hereto designated the following persons to be contacted regarding the performance of this Agreement and to receive all notices:

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<sup>1</sup> Available at <https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SAT>

SF: Dr. Naima Brown, Vice President of Student Affairs  
Santa Fe College Bldg. R-211  
3000 NW 83<sup>rd</sup> St.  
Gainesville, Florida 32606-6200

With a copy to: Patti Locascio, Vice President and General Counsel  
Santa Fe College Bldg. F-238  
3000 NW 83<sup>rd</sup> St.  
Gainesville, Florida 32606-6200

CITY: Jesus Gomez, Transit Director  
City of Gainesville Regional Transit System  
Post Office Box 490, Station 5  
Gainesville, Florida 32602-0490

8. 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.
9. 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.
10. 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 SF. 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 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 SF.

11. Nothing in this Agreement shall be interpreted as a waiver of the CITY'S or SF'S sovereign immunity as granted under Section 768.28, Florida Statutes.
12. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.
13. The obligations of the CITY or SF as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY or SF services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, neither party shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the party pursuant to this Agreement.
14. The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.
15. Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics, strikes, or labor disputes.
16. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
17. The venue of any dispute arising hereunder shall be Alachua County, Florida.

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.

**THE DISTRICT BOARD OF TRUSTEES OF  
SANTA FE COLLEGE, FLORIDA**

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

**Santa Fe College**

\_\_\_\_\_  
Approved by Vice President

\_\_\_\_\_  
Approved as to Funds

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Approved as to Insurance

**CITY OF GAINESVILLE**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

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