

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

This Agreement is entered into this _____ day of _____, _____ 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, 2007 through and including August 19, 2010. 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 student's unlimited access for each transit trip when the students show the appropriate Gator One identification card. CITY shall provide transit service to the UF 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 UF Associate Vice President for Finance and Administration and the City's Transit Director or designee.
5. Campus service is defined as any regular campus route service, shuttle service to UF football games (motor home shuttle), and graduation ceremony services.

6. The hourly rate to be charged to the UF by the CITY will be as follows:
- 6 a. August 20, 2007 through and including August 19, 2008: Fifty-three dollars (\$53.00) per hour of operation for Regular and Campus service.
- August 20, 2008 through and including August 19, 2010: Fifty-three dollars (\$53.00) per hour of operation plus a mutually agreed upon increase utilizing as a guide the Southeast region consumer price index (CPI) of the previous year for each year thereafter for Regular and Campus service
- 6 b. August 20, 2007 through and including August 19, 2008: Seventy-four dollars and three cents (\$74.03) per hour of operation for Sunday service
- August 20, 2008 through and including August 19, 2010: Seventy-four dollars and three cents (\$74.03) per hour of operation plus a mutually agreed upon increase utilizing as a guide the Southeast region consumer price index (CPI) of the previous year for each year thereafter for Sunday service
7. Invoices will be issued at the beginning of each calendar quarter for regular service and monthly for any other type of service. UF shall pay within the time frame designated by Florida Statute, Chapter 218, part VII, Local Government Prompt Pay Act. Failure to pay within the statutory time frame will cause UF to pay a separate interest penalty in accordance with Florida Statutes, Chapter 218, part VII, Local Government Prompt Pay Act.
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 designated the following persons to be contacted regarding the performance of this Agreement and to receive all notices:

UF: Bob Miller
Associate Vice President for Finance and Administration
Box 113100
University of Florida
Gainesville, FL 32611

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. 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.
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. 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.

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: _____
John E. Poppell, Vice President
University of Florida
Finance and Administration

CITY OF GAINESVILLE

Witnesses

BY: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

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Office of the General Counsel
University of Florida

City of Gainesville Attorney's Office