

**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 _____, 2017, 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 COLLEGE”), and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as “CITY”), by and through its City Commission.

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

WHEREAS, SF COLLEGE 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 COLLEGE 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, 2017, through and including August 15, 2020. Upon written consent of SF COLLEGE 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 COLLEGE upon ninety (90) days’ written notice by certified mail, return receipt requested to the other. All amounts due and owing for services rendered prior to termination shall be paid in accordance with this Agreement despite termination; SF College will not be required to pay for services rendered after the effective date of termination.

2. The CITY will allow SF COLLEGE students to have unlimited access to all public transit service during all hours of operation and for all routes in exchange for presenting the appropriate SF COLLEGE 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.
3. The CITY shall provide transit service to SF COLLEGE in accordance with the terms of this Agreement; the SF COLLEGE 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 COLLEGE will be invoiced. SF COLLEGE 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 13th 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 COLLEGE Vice President for Student Affairs and the City's Transit Director or designee.
4. The hourly rate to be charged to SF COLLEGE by the CITY will be as follows:
 - 4.a August 16, 2017, through and including August 15, 2018: Sixty-four dollars and eighty eight cents (\$64.88) per hour of operation.
 - 4.b August 16, 2018, through and including August 15, 2020: Sixty-six dollars and eighty two cents (\$66.82) 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 commencing 2018-2019 for transit service.

5. The CITY shall invoice this amount monthly upon execution of this Agreement and SF COLLEGE 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 COLLEGE 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:

SF COLLEGE: Dr. Naima Brown, Vice President of Student Affairs
 Santa Fe College Bldg. R-211
 3000 NW 83rd 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 COLLEGE. 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 COLLEGE.
11. Nothing in this Agreement shall be interpreted as a waiver of the CITY'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 COLLEGE 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 COLLEGE 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.

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

Witnesses

APPROVED AS TO FORM AND LEGALITY

General Counsel
Santa Fe College

CITY OF GAINESVILLE

By: _____
City Manager

Witnesses

APPROVED AS TO FORM AND LEGALITY

City of Gainesville Attorney's Office