

LEGISLATIVE #

110099A

**Interlocal Agreement
between
Santa Fe College
and
City of Gainesville**

This Agreement is entered into this ____ day of _____, 2011, 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.

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 15, 2011, through and including August 15, 2014. 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.
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.
3. The CITY shall provide transit service to SF COLLEGE in accordance with the terms of this Agreement; the SF COLLEGE Vice President for Administrative 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 Operations Center located at 100 S. E. 10th. Avenue. 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 Administrative 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 15, 2011, through and including August 14, 2012: Sixty-one dollars (\$61.00) per hour of operation.
 - 4.b August 15, 2012, through and including August 15, 2014: Sixty-one dollars (\$61.00) 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 transit service.
5. CITY shall issue invoices for service and SF COLLEGE shall pay within 30 days of receipt of the invoice. Failure to pay within the 30 day time frame will cause SF COLLEGE to pay a separate interest penalty in accordance with 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: Ginger Gibson, Vice President for Administrative Affairs/CFO
 Santa Fe College
 3000 NW 83rd St.
 Alan J. Robertson Administration Building, Room 26

Gainesville, Florida 32606

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.

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: _____
Bessie G. Jackson, Chair

APPROVED AS TO FORM AND LEGALITY

Witnesses

Patti Locascio, General Counsel
Santa Fe College

CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

Witnesses

City of Gainesville Attorney's Office