

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN UNIVERSITY OF  
FLORIDA BOARD OF TRUSTEES AND CITY OF GAINESVILLE**

THIS AMENDMENT is made and entered into as of the \_\_\_\_ day of October, 2008 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.

WITNESSETH:

WHEREAS, the CITY and UF have previously entered into an Interlocal Agreement dated on or about May 1, 2007 pursuant to which the CITY provides transit services for UF students, and UF pays CITY for such services (the "Agreement"), and,

WHEREAS, the CITY currently uses 100% Ultra Low Sulfur Diesel fuel ("ULSD Fuel") on campus bus routes; and

WHEREAS, UF and CITY desire to promote sustainability initiatives by using Bio-diesel B20, a blend of 80% ULSD Fuel and 20% B100 fuel ("Bio-diesel Fuel") on campus bus routes; and

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The CITY shall use Bio-diesel Fuel on campus bus routes during the period commencing October 17, 2008 and ending September 30, 2009.

2. UF shall reimburse the CITY the incremental cost associated with using the Bio-Diesel Fuel in accordance with the following formula: Service Fee (\$) = Fuel Consumption x Price difference (\$), provided in no event shall UF be required to reimburse CITY more than \$150,000 in the aggregate. Fuel Consumption consists of number of gallons of fuel consumed by campus route buses. Price difference consists of the price difference between the Bio-Diesel Fuel and regular ULSD Fuel. Invoices for the incremental cost will be issued by CITY at the beginning of each calendar quarter and paid by UF in accordance the terms set forth in the Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

4. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the day and year first written above.

[Signatures on Following Page]

\_\_\_\_\_

UNIVERSITY OF FLORIDA

\_\_\_\_\_  
Witnesses

BY: \_\_\_\_\_  
Ed Poppell, Vice President Business Affairs  
University of Florida

\_\_\_\_\_

CITY OF GAINESVILLE

\_\_\_\_\_  
Witnesses

BY: \_\_\_\_\_  
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Office of the General Counsel  
University of Florida

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