

**AGREEMENT
BETWEEN ALACHUA COUNTY AND CITY OF GAINESVILLE
FOR BASE LEVEL TRANSIT SERVICES**

THIS AGREEMENT, made and entered into this ____day of _____, A.D., 20____, by and between the City of Gainesville, Florida, a municipal corporation of the State of Florida, by and through its City Commission (CITY), and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), concerning the City’s provision of transit services:

WITNESSETH:

WHEREAS, the COUNTY and the CITY support the use of the Regional Transit System in lieu of citizens operating single-occupant vehicles; and

WHEREAS, the CITY operates a transit system capable of providing the desired service.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the CITY and COUNTY do hereby agree:

ARTICLE I

PURPOSE

1. It is the purpose and intent of this Agreement to define the terms and conditions of the COUNTY’s provision of financial support for Regional Transit System services in the unincorporated area of the County.

ARTICLE II

COUNTY OBLIGATIONS

2. The COUNTY agrees to pay for a base level of transit services as detailed in Exhibit B for the routes identified on the RTS system map, attached hereto as Exhibit A. Payments by the COUNTY to the CITY shall be made in quarterly amounts for the period beginning October 1, 2016 through September 30, 2017. The COUNTY agrees to make payment in an amount totaling

four hundred twenty-two thousand two hundred seventy-three dollars (\$422,273). Base level service as defined on Exhibit B.

3. The COUNTY agrees to pay invoices within the time period after receipt of invoice as enumerated in Sections 218.70 – 218.80, Florida Statutes. Any disputed invoice must be brought to the attention of the City official named below within ten days of receipt of such invoice, as specified in Section 218.76, Florida Statutes. Failure to act within the statutory time frame will waive any extension of the statutory payment period.

4. If funds generated by taxes levied pursuant to Section 336.021(1)(a), Florida Statutes (ninth-cent gas tax), are not available to finance this Agreement, the COUNTY may terminate the Agreement with no less than twenty-four hours notice in writing to the CITY. The COUNTY will be the final authority as to the availability of funds.

ARTICLE III

CITY OBLIGATIONS

5. The CITY agrees to provide base level transit services in accordance with the levels detailed in Exhibit B for the routes on the map, attached hereto as Exhibit A.

6. The CITY shall invoice the COUNTY quarterly by the last day of October, January, April, and July for the quarters ending September, December, March, and June and shall include with each invoice a "Passenger Productivity Report". The COUNTY shall have the right to examine the CITY'S records pertaining to the Regional Transit System.

ARTICLE IV

TERM OF AGREEMENT

7. This Agreement shall become effective on October 1, 2016 and shall remain in effect until September 30, 2017.

ARTICLE V

MISCELLANEOUS

ANNEXATION

8. In the event that the CITY should annex an area of unincorporated Alachua County during the term of this Agreement, the County shall have the right to require an amendment to this Agreement relative to compensation based on the change in level of services provided within the unincorporated area.

POINT OF CONTACT

9. The day-to-day dealings between the COUNTY and the CITY shall be between the County Manager, for the COUNTY and the City Manager, for the CITY.

NOTICE

10. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

As to the CITY:

Jesus Gomez
City of Gainesville
P.O. Box 490, Station 5
Gainesville, Florida 32627

As to the COUNTY:

County Manager
P.O. Box 5547
Gainesville, Florida 32627-5547

Michael Fay
Development Program Manager
Alachua County Public Works Department
5620 NW 120th Lane
Gainesville, FL 32653

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

DEFAULT

11. If either party fails to keep and perform any covenant in this Agreement, the other party, after giving the defaulting party notice of the default and 30 days to correct the default, and the default remains, may terminate this Agreement.

INDEPENDENCE OF PARTIES

12. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the COUNTY as an Agent or Representative of the CITY for any purpose whatsoever.

INDEMNIFICATION

13. The COUNTY and the CITY, as political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their respective negligent acts

or omissions which in any way relate to or arise out of this Agreement. Nothing herein shall be construed as consent by any agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

SELF-INSURANCE

14. The COUNTY and the CITY represent that they are each self-funded for insurance in accordance with Section 768.28, Florida Statutes.

WAIVER

15. The failure of either party, at any time, to require performance of any provision hereof shall in no way affect the right of said party thereafter to enforce same. Nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

VENUE

16. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the 8th Judicial Circuit of the State of Florida and the Agreement will be interpreted according to the laws of the State of Florida.

SEVERABILITY

17. In the event that any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the remaining provisions shall not be affected and shall remain in full force and effect.

ENTIRE CONTRACT

18. This Agreement constitutes the entire agreement and understanding between the parties and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The parties acknowledge that this Agreement was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and the Agreement shall be terminated as provided herein. This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written in three (3) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

ATTEST:

**ALACHUA COUNTY, FLORIDA
Board of County Commissioners**

J.K. "Buddy" Irby, Clerk

By: _____
Robert Hutchinson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

WITNESS:

CITY OF GAINESVILLE

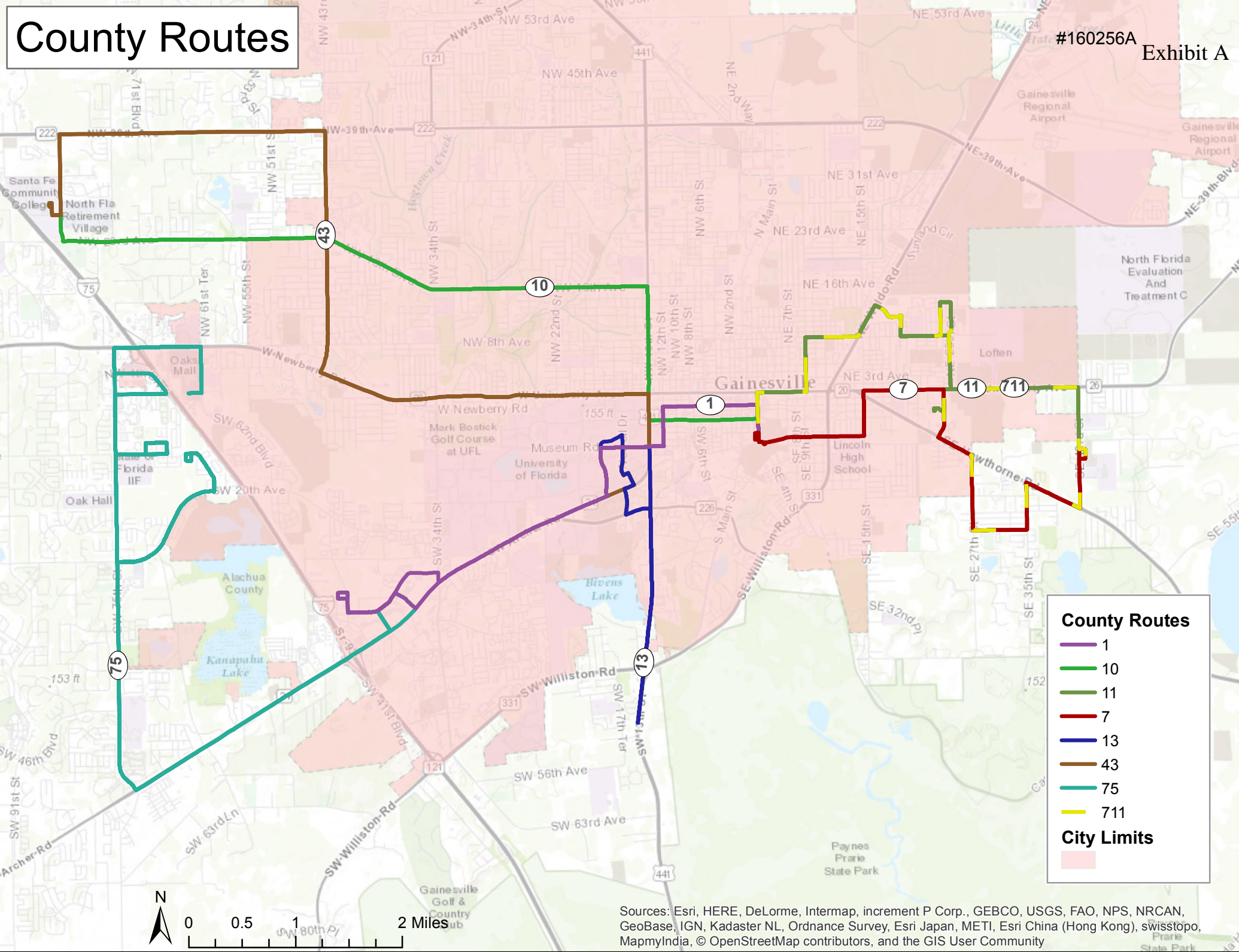
By: _____
Anthony Lyons, City Manager

APPROVED AS TO FORM AND LEGALITY:

Gainesville City Attorney's Office

County Routes

#160256A Exhibit A



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Exhibit B. County Fee Summary

FY17 Base and Route 75 Agreements

Route	Description	Current				County (%)	County Cost (\$)	Comments
		Span of Service	Headway	Hours	Cost			
7	Eastwood Meadows – Downtown Station	6:00am-8:00pm	60	2,133	\$ 138,396	39.7%	\$ 54,981	
10	Santa Fe – Downtown Station	7:00am-7:00pm	35	3,304	\$ 214,344	23.6%	\$ 50,590	
11	Eastwood Meadows – Downtown Station	6:00am-8:00pm	30	3,624	\$ 235,106	11.8%	\$ 27,769	
711	Eastside Circulator	7:00am-6:00pm Saturday	60	740	\$ 48,031	21.0%	\$ 10,088	
13	Reitz Union – Career Source	6:30am-5:30pm	30	3,360	\$ 217,990	31.1%	\$ 67,880	
43	Shands – Santa Fe	6:00am-7:00pm	30/85	7,344	\$ 476,453	33.4%	\$ 159,158	
75	Oaks Mall - Butler Plaza	6:00am-8:00pm	35/53/105	10,033	\$ 650,954	80.5%	\$ 523,953	Includes Saturday Service
Total				30,538	\$ 1,981,273	34.5%	\$ 894,420	

Cost = \$ 64.88 per hour

Base Service Contract = \$ 370,466
 Route 75 Contract = \$ 523,953
\$ 894,420

New for FY17 - Saturday

Route	Description	New				County (%)	County Cost (\$)	Comments
		Span of Service	Headway	Hours	Cost			
1	Downtown to Butler Plaza	6:00 am - 7:00 pm	60	299	\$ 19,399	100.0%	\$ 19,399	Additional Hours of Service
711	Eastside Circulator	6:00 am - 7:00 pm	60	138	\$ 8,940	100.0%	\$ 8,940	Expanded Morning/Evening Hours
75	Oaks Mall - Butler Plaza	5:30 am - 7:20 pm	105	108	\$ 7,017	100.0%	\$ 7,017	Expanded Morning/Evening Hours
Total				545	\$ 35,357	100.0%	\$ 35,357	

Cost = \$ 64.88 per hour

Base Service Contract = \$ 28,340
 Route 75 Contract = \$ 7,017
\$ 35,357

New for FY17 - Holiday Service

Route	Description	New				County (%)	County Cost (\$)	Comments
		Span of Service	Headway	Hours	Cost			
10	Santa Fe – Downtown Station	7:30am - 5:30pm	35	81	\$ 11,293	100.0%	\$ 11,293	
43	Shands – Santa Fe	7:00am - 6:00pm	30/85	87	\$ 12,174	100.0%	\$ 12,174	
75	Oaks Mall - Butler Plaza	7:00am - 6:00pm	35/53	93	\$ 12,899	100.0%	\$ 12,899	
Total				261	\$ 36,367	100.0%	\$ 36,367	

Cost = \$ 139.40 per hour (includes ADA service Costs, \$11.40/hour)

Base Service Contract = \$ 23,468
 Route 75 Contract = \$ 12,899
\$ 36,367

New for FY17 - Sunday Service

Route	Description	New				County (%)	County Cost (\$)	Comments
		Span of Service	Headway	Hours	Cost			
75	Oaks Mall - Butler Plaza	9:30 am - 5:20 pm	35/53	452	\$ 29,295	100.0%	\$ 29,295	Additional Hours of Service
Total				452	\$ 29,295	100.0%	\$ 29,295	

Cost = \$ 64.88 per hour

Base Service Contract = \$ -
 Route 75 Contract = \$ 29,295
\$ 29,295

FY17 Base Service Contract = \$ 422,273
 FY17 Route 75 Contract = \$ 573,165
\$ 995,439