

**INTERLOCAL AGREEMENT BETWEEN  
ALACHUA COUNTY AND THE CITY OF GAINESVILLE  
FOR USE AND DISTRIBUTION OF 1 PERCENT (1%) OF THE FUNDS  
GENERATED BY A CHARTER COUNTY AND REGIONAL TRANSPORTATION  
SYSTEM SALES SURTAX TO BE USED FOR IMPROVEMENT AND MAINTENANCE  
OF THE TRANSPORTATION SYSTEM**

THIS INTERLOCAL AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the “County”), and the City of Gainesville, by and through its City Commissioners, a municipal corporation of the State of Florida, (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Subsection 212.055(1), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a charter county and regional transportation system sales surtax (hereinafter referred to as “surtax”) pursuant to ordinance adopted by a majority of the members of the board of county commissioners and approved by a majority of the electors of the County; and,

WHEREAS, Subsection 212.055(1)(d)(4), Florida Statutes, provides that the proceeds of the surtax levied may be distributed according to an interlocal agreement between the County governing body and the governing bodies of the municipalities; and,

WHEREAS, the County, in anticipation of the levy of the surtax, desires to establish by interlocal agreement the projects to be funded by the surtax and the distribution percentage for providing surtax proceeds to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and Subsection 212.055(1)(d)(4), Florida Statutes, the parties hereto agree as follows:

1. Purpose. This Agreement provides for the County's distribution of the surtax proceeds to the City and identifies transportation projects.
2. Distribution Percentages. Upon the levy of surtax, 43.24% of the proceeds of the 1 percent (1%) sales surtax transmitted to the County by the Department of Revenue each month shall be distributed to the City of Gainesville.
3. Term. This agreement shall take effect on the day and year first above written and shall continue until all surtax proceeds are expended for the purposes identified in paragraph 4, below. As required by Subsection 212.055(1)(d)(4), Florida Statutes, County shall review this Agreement no later than five (5) years from the date of execution in order to include within the distribution of surtax proceeds any municipalities that have been created since the execution of this Agreement. The levy of the surtax shall commence on January 1, 2015, and shall continue for a period of eight (8) years from that date and terminate on December 31, 2022, provided a majority of the electors in the County approve the levy of the surtax at a referendum called for such purpose.
4. Use of Surtax Proceeds. The surtax proceeds shall be used for the planning, development, construction, operation, and maintenance of roads and bridges; for the planning, development, expansion, operation, and maintenance of bus systems; for the planning, development, construction, operation, and maintenance of on-demand transportation services; and for the payment of principal and interest on bonds issued for the construction of bus systems, roads, or bridges. The City is solely responsible for using its distribution of surtax proceeds in

accordance with this paragraph, county ordinance and State law. In the event the City's use of the surtax proceeds is challenged in a court of law by a party other than the County, the City shall be solely responsible for the defense and/or settlement of the litigation as to its use, and shall defend, indemnify and hold harmless the County for any judgment resulting from City's use of the surtax. The County may, in its sole discretion, participate in any cause of action in which it is also named, or seek to intervene in any cause of action, as necessary for the support of its Ordinance or its use of the surtax proceeds.

5. County Project Lists. The County shall use its surtax proceeds as follows:

(a) Ninety-five percent (95%) of the County's surtax proceeds shall be used in accordance with Exhibit "A" ("Alachua County Road Reconstruction, Resurfacing, Paving and Maintenance Projects."

(1) The Board of County Commissioners may delete projects from the list set forth in Exhibit "A" only if the projects deleted are funded by another revenue source or if project costs or other practical constraints make the project unfeasible during the term of the tax.

(2) No project may be added to those set forth in Exhibit "A".

(3) The priority of the projects set forth in Exhibit "A" shall be at the discretion of County, and modification to any priority of projects shall not require amendment to this Agreement.

(4) Funds allocated to the County shall not be used to reduce the number of travel lanes on a county road.

(5) Funds allocated to the County may be used to construct or maintain paved shoulders which may be marked as bicycle lanes, and pedestrian infrastructure associated with the roadway project.

(b) Five percent (5%) of the County's surtax proceeds shall be used in accordance with Exhibit "B" ("Alachua County Bicycle and Pedestrian Projects).

(1) The Board of County Commissioners may delete projects from the list set forth in Exhibit "B".

(2) No project may be added to those set forth in Exhibit "B".

(3) The priority of the projects set forth in Exhibit "B" shall be at the discretion of County, and modification to any priority of projects shall not require amendment to this Agreement.

6. City Project List. The City shall use surtax proceeds only for those projects identified in Exhibit "C" (City of Gainesville Transportation System Project List). The priority of the projects set forth in Exhibit "C" shall be at the discretion of City, and modification to any priority of projects shall not require amendment to this Agreement.

7. Oversight of Funds. City and County both acknowledge that the use of surtax proceeds by all entities shall be subject to a citizen oversight committee, which shall review annually an independent audit of expenditures of each local government's transportation surtax proceeds. City agrees that it will cooperate with the oversight committee, and that it will provide, no less than annually, financial records of its use of the surtax proceeds pursuant to Section 218.39, Florida Statutes, for auditing purposes. City shall timely respond to requests for information or documentation regarding its use of surtax proceeds from either County or the oversight committee.

8. No Third Party Beneficiaries. This Agreement is for the exclusive benefit and convenience of the City and the County. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party.

9. Counterparts. This agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

10. Point Of Contact. 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.

11. Notices. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, City and County representatives are:

County: Alachua County Manager  
PO Box 5547  
Gainesville, FL 32627

City: City Manager  
200 East University Ave  
Gainesville, FL 32601

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby  
Clerk of the Court  
201 East University Avenue  
Gainesville, FL 32601  
ATTN: Finance and Accounting

and

Office of Management and Budget  
Attn: Contracts/Grants  
105 SE 1st Avenue, Suite 6  
Gainesville, Florida 32601

12. Default of Agreement. If either party fails to keep and perform each and every covenant it has agreed to keep and perform, 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. Termination may only occur upon a vote of a majority of the membership of the governing body of the party seeking to terminate, which action shall be taken at a public meeting. Reasonable notice of such public meeting must be provided the defaulting party in the same manner as set forth in Section 11, Notices.

13. Amendment. The County and City may amend this agreement by written agreement only upon a vote of a majority of the membership of each party's governing body.

14. Indemnification. 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 an 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.

15. Right to Require Performance. 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.

16. Venue. 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 8<sup>th</sup> Judicial Circuit of the State of Florida and the Agreement will be interpreted according to the laws of the State of Florida.

17. Severability. 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 other provisions shall not be affected but shall remain in full force and effect.

18. Filing with the Clerk of Court. A copy of this agreement and all subsequent amendments hereto shall be filed with the Clerk of Circuit Court of Alachua County, Florida, upon its execution by all parties hereto.

19. Entire Agreement. This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to the local government infrastructure surtax.

20. Non Waiver. The failure of either party to exercise any right contained in this agreement shall not be considered waiver of such right.

21. Attachments. All exhibits attached to this agreement are incorporated into and made a part of this agreement.

22. Recording of Agreement. The County, upon execution of this Agreement, shall record the agreement in the public records of Alachua County.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their duly authorized officials on the day and year first above-written.

**COUNTY:**

ALACHUA COUNTY, FLORIDA BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Lee Pinkoson, Chair

ATTEST:

\_\_\_\_\_  
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney

*(City signatures continued on next page)*



**CITY:**

CITY OF \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk

APPROVED AS TO FORM AND  
LEGALITY

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_ City Attorney

Attachments: Exhibit "A" – Alachua County Road Reconstruction, Resurfacing, Paving and Maintenance Projects.  
Exhibit "B" – Alachua County Bicycle and Pedestrian Projects.  
Exhibit "C" - City of Gainesville Transportation System Project List

**Exhibit A: Alachua County Road Reconstruction, Resurfacing, Paving and Maintenance Projects\***

ROAD_NO	FROM	TO	LENGTH	CORRECT SUBSTANDARD LANE WIDTHS	ADD PAVED SHOULDER	NEW SIDEWALK OR MULTI- USE PATH**
<b>EXPECTED COMPLETION - YEARS 1 THROUGH 8</b>						
NW 43 ST	W NEWBERRY RD	NW 13 ST/US 441	6.4	Standard	Existing	Existing
NW COUNTY RD 235	W NEWBERRY RD	NW 143 PL / CR 2054	11.5	Standard	Yes	0.6
NW CR 236	NW US 441	I-75	4.2	Yes	Yes	0.3
SW 282/266 ST(CR 337)	LEVY CL	W NEWBERRY RD	8.5	Yes	Yes	Rural/Ag
SE 43 ST	SE HAWTHORNE RD	E UNIVERSITY AV /SR 26	1.2	Standard	Yes	0.5
NW 76 BLVD	W NEWBRY RD	NORTH END	0.5	Standard	C&G	0.433
NW/NE 16 AV	NW 13 ST (US 441)	NE WALDO RD	2.3	Standard	C&G	Existing
NW/SW 75 ST (TOWER RD)	SW ARCHER RD	W NEWBERRY RD	4.3	Standard	Yes	Existing
NW 23 AV	FORT CLARKE BLVD	NW 55 ST	2.2	Standard	YES	Existing
NW 53 AV/ MILLHOPPER RD	NW 143 ST	NW 13 ST/US 441	9.5	Standard	Existing	0.3
FT CLARKE BLVD	W NEWBERRY RD (SR 26)	NW 23 AV	1.1	Standard	C&G	Existing
NW 27 AV/ NW 55 ST	NW 51 ST	NW 23 AV	0.5	Standard	C&G	Existing
W UNIV AV	SW 75 ST	EAST END	0.6	Standard	Yes	Existing
NW 69 TER	W NEWBERRY RD	NW 11 PL	0.3	Standard	Yes	0.287
NW 83 ST	NW 23 AV	NW 39 AV / SR 222	1.1	Standard	C&G	Existing
N MAIN ST	NW 23 AV	NW 39 AV	0.6	Standard	Existing	Existing
SW/ NW 122 ST	SW 24 AV	W NEWBERRY RD	2.1	Standard	Existing	1
NW 98 ST	W NEWBERRY RD	NW 39 AV	2.1	Standard	Yes	Existing
SW 75 ST/SW 75 WAY	SOUTH END	SW ARCHER RD	3.0	Standard	Yes	0.5
SW 91 ST	SW ARCHER RD	SW 44 AV	1.7	Standard	Yes	Existing
NW 58 TER/ NW 218 AV	MP 0.28	N STATE ROAD 121	0.5	Yes	Yes	Rural/Ag
NW 91 EXT	NORTH RD (SFCC)	NW 39 AV	0.4	Standard	Yes	0.398
SE COUNTY RD 234 (BEVILLE BP)	MARION CL	S US HIGHWAY 441	3.0	Standard	Yes	Rural/Ag
NW 78 AVE	GILCHRIST COUNTY LINE	NW 143 ST	9.8	Yes	Yes	Rural/Ag
NW 234 AV	N STATE ROAD 121	NW COUNTY RD 1493	1.5	Standard	Yes	Rural/Ag
S MAIN STREET	SR 331	SW 16 AV	1.9	Standard	Existing	Existing
SW 20 AVE BRIDGE- 4 LANING	SW 61 ST	SW 62 BLVD				
NW/ NE 156 AV	NW 103 TER	N COUNTY RD 225	10.7	Standard	Yes	Rural/Ag
NW / SW 170 ST (S CR 241)	SW STATE ROAD 45	NW 32 AV	9.5	Standard	Yes	Rural/Ag
DELOACH S/D	12-09-17		0.9	Standard	Subdivision	Subdivision
NW 110 AV	NW STATE ROAD 45	NW 234 ST	1.1	Standard	Yes	Rural/Ag
SW 91 ST	SW 24 AV	SW 8 AV	1.1	Yes	Yes	0.4

**Exhibit A: Alachua County Road Reconstruction, Resurfacing, Paving and Maintenance Projects\***

ROAD_NO	FROM	TO	LENGTH	CORRECT LANE WIDTHS	ADD PAVED SHOULDER	NEW SIDEWALK OR MULTI- USE PATH**
<b>OTHER ELIGIBLE PROJECTS - IF FUNDING AVAILABLE</b>						
NW COUNTRY RD 235 A	NW COUNTRY RD 235	NW COUNTRY RD 236	8.7	Standard	Yes	0.6
NW 11 PL	NW 69 ST	WEST END	0.2	Standard	C&G	0.166
NW 32 AV	NW 186 ST	NW 143 ST	2.7	Standard	Yes	Rural/Ag
E UNIV AV/ LAKESHORE DR	SE HAWTHORNE RD	NE STATE ROAD 26	3.9	Yes	Yes	Rural/Ag
NW 143 PL / RACHAEL BLVD	NW 140 ST	NW US HIGHWAY 441	2.0	Yes	Yes	0.8
SE 15 ST (CR 2043 )	SE HAWTHORNE RD	SE 41 AV	1.4	Standard	Yes	Existing
OAKCREST S/D	31-09-19		2.5	Standard	Subdivision	Subdivision
SE COUNTY RD 346	S US HIGHWAY441	S COUNTY RD 325	5.2	Yes	Yes	Rural/Ag
NE COUNTY RD 1471	NE US HIGHWAY 301	BRADFORD CL	5.7	Yes	Yes	Rural/Ag
SW 34 ST / SW 63 AV (CR 23)	SW 13 ST (US 441)	BEGIN CURB & GUTTER	1.9	Yes	Yes	Rural/Ag
KENWOOD	17-10-19		4.3	Standard	Subdivision	Subdivision
NW CR 236	NW CR 241	NORTH SR 121	4.2	Standard	Yes	Rural/Ag
TUSCAWILLA RD/ CHOLOKA BLVD	US HIGHWAY 441	US HIGHWAY 441	1.5	Standard	Yes	Rural/Ag
SE COUNTY RD 2082/ SE 69 AV/SE 152 ST	SE HAWTHORNE RD	SE US HIGHWAY 301	5.3	Yes	Yes	Rural/Ag
SE 101 AV	HOLDEN PK RD	PUTNAM CL	0.6	Standard	Yes	Rural/Ag
NW COUNTY RD 237	NW US HIGHWAY 441	W STATE RD 235	4.1	Yes	Yes	Rural/Ag
SW 170 ST/ 134 AV/ 132 LN	LEVY	SW STATE ROAD 45	3.4	Yes	Yes	0.2
NE CR 1475/ NE 148 AV/COLE ST	NE US HIGHWAY 301	BRADFORD CL	5.9	Yes	Yes	0.56
SW 24 AV	SW 122 ST	SW 75 ST	3.2	Standard	Yes	Existing
NW 109 LN	SOUTH END	NW 143 ST	1.5	Standard	Rural/Ag	Rural/Ag
SE/ NE COUNTY RD 234	SE HAWTHORNE RD	NE STATE ROAD 26	7.2	Yes	Yes	Rural/Ag
NW 226 ST/NW102 AV/NW 234 ST/CR 2054	NW 94 AV	NW 140 ST / W SR 235	8.7	Yes	Yes	0.5
GREENLEAF	21-10-19		1.7	Standard	Subdivision	Subdivision
NW 46 AV/ NW 186 ST	NW COUNTRY RD 235	NW 32 AV	2.7	Standard	Yes	Rural/Ag
NW 170 LN	NW US HIGHWAY 441	NW 188 ST	0.9	Yes	Rural/Ag	Rural/Ag
NW 143 ST/140 ST (CR 241)	W NEWEBERRY RD	NW CR 235	9.0	Standard	Existing	2.6
NW 23 AV	WEST END	NW 98 ST	0.4	Standard	Yes	0.2
ROBINSON HEIGHTS	16-10-20		1.4	Standard	Subdivision	Subdivision
NW 138 AV	NW 195 ST	NW 173 ST	1.0	Standard	Yes	Rural/Ag
NW 59 DR	NW 120 LN	NW 156 AV	2.3	Standard	Yes	Rural/Ag
SW 46 BLVD	WEST END	SW 75 ST	2.2	Standard	Yes	Existing
SE COUNTY RD 234 / NE 1 ST	US HIGHWAY 441	SE HAWTHORNE RD	7.6	Standard	Yes	Rural/Ag

**Exhibit A: Alachua County Road Reconstruction, Resurfacing, Paving and Maintenance Projects\***

ROAD_NO	FROM	TO	LENGTH	CORRECT LANE WIDTHS	ADD PAVED SHOULDER	NEW SIDEWALK OR MULTI- USE PATH**
<b>OTHER ELIGIBLE PROJECTS - IF FUNDING AVAILABLE</b>						
SW 103 AV	SW 170 ST	EAST END	1.1	Yes	Rural/Ag	Rural/Ag
SW 41 PL	SW 75 ST	SW 63 BLVD	0.7	Standard	Yes	Rural/Ag
NW 94 AV	NW STATE ROAD 41	NW 143 ST	6.9	Yes	Yes	Rural/Ag
NW COUNTY RD 1493	N STATE ROAD 121	BRADFORD CL	2.9	Yes	Yes	Rural/Ag
NE 27 AV	NE 39 AV	NE 55 BLVD (SR 26)	0.9	Standard	Yes	0.88
SPRING MEADOWS	07-09-21		0.5	Standard	Subdivision	Subdivision
NW COUNTY RD 239	N COUNTY RD 235	N STATE ROAD 121	8.5	Yes	Yes	Rural/Ag
NW 188 ST	NW 151 AV	NW US HIGHWAY 441	1.0	Standard	Yes	Rural/Ag
KIMBERLY WOODS	27-09-19		1.0	Standard	Subdivision	Subdivision
SW 43 ST	SR 24	NORTH END	0.2	Standard	C&G	Existing
SE/NE COUNTY RD 219A	SE US HIGHWAY 301	NE STATE ROAD 26	6.6	Standard	Yes	Rural/Ag

**\*Project scopes include constructing and/or reconstructing all transportation features to restore the functional life including adding sidewalks/paths, safety modifications, operational modifications and any other aspects required by law. Projects may include addition of travel lanes if consistent with the Capital Improvements Element and a portion of the funding comes from new capacity funding sources.**

**\*\*Estimated length need was calculated in 2013 based on urbanized areas; actual need, project length and sidewalk or multi-use path construction shall be determined during project development.**

Exhibit B: Alachua County Bicycle and Pedestrian Projects

<b>Roadway*</b>	<b>From</b>	<b>To</b>	<b>Length (miles)**</b>
NW 10th Place/NW 11th Place	Imperial Park		0.4
NE 27th Avenue	SR 222	SR 26	0.9
N FL Regional Doctor's Park			0.6
Park Avenue Office Park			0.4
NW 143rd Street	Newberry Rd	NW 39th Avenue	2.5
NW 39th Avenue	NW 143rd Street	I-75	2.7
Kincaid Loop	Boulevard Springs	Hawthorne Rd	3.5
Kincaid Loop Connector	Southeast 27th Street	Southeast 35th Street	0.5
Glen Springs Braid Completion	Northwest 13th Street	Waldo Road	2.5
Grace Marketplace	Waldo Road/Northeast 39th Avenue	Grace Marketplace	TBD
University Braid Completion	West 109th Drive	West 8th Avenue	3.5
University Braid Completion	Waldo Road	SR 26	3.0
Westside Braid Completion	West University Avenue	Northwest 16th Avenue	1.0
Alachua Braid	Williston Road	Northwest 43rd Street	TBD
Northwood Oaks - NW 53rd Avenue	NW 53 Ave	NW 34 Terr	<0.1
Northridge	NW 36 Ave	NW 39th Ave	<0.2
Shafto Meadows - Cambridge Forest	SW 17 Pl	SW 17 Ave	<0.2
Preserve - Kenwood	SW 46 Blvd	SW 43 Pl	<0.3
Benwood Estates	NW 30 Ave	NW 48 Terr	<0.1
Buck Ridge West	NW 30 Lane	Buchholz HS	<1
Pine Hill Estates	NW 23 Ave	NW 18 Ct	<0.2
Fletchers Mill - Ridgmont	NW 113 Dr	NW 112 Dr	<0.1
Fletchers Mill - Pine Hill Esates	NW 113 Dr	NW 18 Ct	<0.2

Exhibit B: Alachua County Bicycle and Pedestrian Projects

Oak Crest Forest - Ft. Clarke Middle School	NW 94 St	NW 23 Ave	<0.6
Sugarfoot/Linton Oaks Connector	West University Ave.	SW 8th Ave & SW 62nd St	0.8
Sutters Landing - Northwood Pines	NW 67 Ave	NW 68 Ave	<0.1
Summer Creek - Millhopper Forest	NW 44 Pl	NW 57 Dr	<1
Wellington Place	NW 114 Terr	GRU Power Line	<0.1
Wellington Place	NW 31st Lane	GRU Power Line	<0.6
Power Line Connector	NW 23 Ave	SW 24 Ave	<4
Winward Meadows - Haile Plantation	SW 100 St	SW 98 Blvd	<0.3
Winward Meadows - Haile Plantation	SW 41 Ave	SW 41 Pl	<0.3
Winward Meadows - Haile Plantation	SW 41 Pl	SW 41 Rd	<0.3
Winward Meadows - Haile Plantation	SW 41 Ave	SW 97 St	<0.3
Kenwood - Haile Plantation	SW 86 St	SW 84 St	<0.1
Kenwood - SW 24th Avenue via SW 81 St	SW 36 Ave	SW 24 Ave	<.5
Kenwood - Haile Plantation	SW 42 Ave	SW 40 Ave	<0.3
Hickory Forest	SW 85 St	Archer Rd/Tower Rd Activity Center	<0.3

\*Bicycle/Pedestrian facility types to be determined by preliminary engineering.

\*\*Lengths are approximate.