

**Interlocal Agreement
Between
Alachua County
And
City of Gainesville**

DRAFT

October 1, 1998 to September 30, 1999

This Agreement is made by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as COUNTY), and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as CITY), by and through its City Commission.

WHEREAS, COUNTY desires to provide public transit services for residents and visitors in the City of Gainesville and the surrounding urbanized area;

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. This Agreement, shall cover a term of one year from October 1, 1998 through and including September 30, 1999 and shall be deemed effective when recorded in the Public Records of Alachua County.
2. CITY shall provide regular route transit services within the City of Gainesville and adjacent urbanized area. Attachment 1 is a map of the transit service area.
3. The routes and schedules for any base transit service provided under this Agreement shall be determined solely by the CITY.
4. The COUNTY shall pay to the CITY the sum of \$247,180.00 for the base level of public transportation services provided to the City of Gainesville and the adjacent urbanized area, paid in quarterly payments of \$61,795.00. The CITY shall invoice the COUNTY quarterly and shall provide the COUNTY a summary report of ridership. The COUNTY shall have the right to examine the records of the CITY pertaining to this Agreement during the normal working hours upon reasonable notice of the examination.
5. The County shall pay the City an additional \$83,000.00 for enhanced bus service on Tower Road and Archer Road as shown in Attachment 2. It is understood that the City will use the County's funds as match for a Florida Department of Transportation Joint Participation Agreement (FDOT JPA). City will invoice for the enhanced services at the same time it invoices for the base level of service, showing the hours of enhanced service for the period at a rate of \$38.50 per hour.
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:
8. The COUNTY shall pay invoices received from the CITY within twenty (20) days of receipt. If the COUNTY requires additional information relating to any invoice the COUNTY shall notify the CITY of such need within ten (10) days of the receipt of such invoice. The time between the request for additional information and the delivery of such information by the CITY shall not count toward the COUNTY's 20-day payment period.

COUNTY: County Manager
P.O. Box 2877
Gainesville, FL 32602-2877

CITY: City Manager
P.O. Box 490
Gainesville, FL 32602

A copy of any notice hereunder shall also be sent to:

Clerk of the Circuit Court
Attention: Finance and Accounting
P.O. Box 939
Gainesville, FL 32602

9. 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.
10. 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.
11. 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 the COUNTY. 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. 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 the COUNTY.

12. COUNTY, as a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this Agreement. CITY, as a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its 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 contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.
13. This agreement may not be assigned by the CITY without the COUNTY'S prior written consent, which consent shall not be unreasonably withheld.

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.

ALACHUA COUNTY, FLORIDA

BY: _____
Board of County Commissioners

ATTEST:

J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM:

Alachua County Attorney's Office

CITY OF GAINESVILLE

BY: _____
City Manager

Witnesses

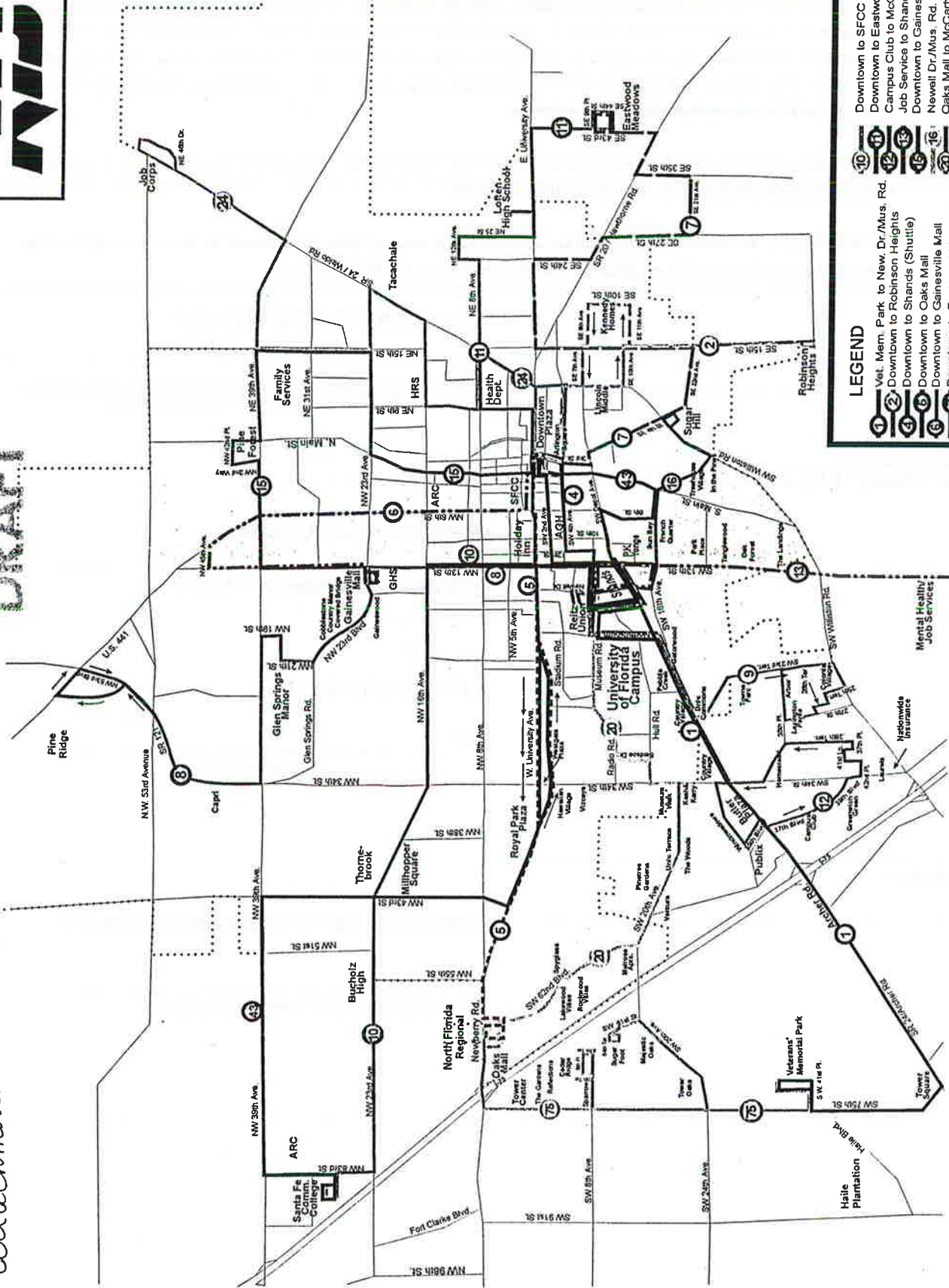
APPROVED AS TO FORM AND LEGALITY

City of Gainesville Attorney's Office



DRAFT

attachment 1



LEGEND

- 1 Vel. Mem. Park to New Dr./Mus. Rd
- 2 Downtown to Robinson Heights
- 3 Downtown to Shands (Shuttle)
- 4 Downtown to Oaks Mall
- 5 Downtown to Gainesville Mall
- 6 Downtown to Eastwood Meadows
- 7 Pine Ridge to Shands
- 8 McCarty Hall to Lexington Park
- 9
- 10 Downtown to SFCC
- 11 Downtown to Eastwood Meadows
- 12 Campus Club to McCarty Hall
- 13 Job Service to Shands
- 14 Downtown to Gainesville Mall
- 15 Newell Dr./Mus. Rd. to Sugar Hill
- 16 Oaks Mall to McCarty Hall
- 17 Downtown to Job Corps
- 18 Vel. Mem. Park to Oaks Mall
- 19
- 20 Downtown to SFCC



			Attachment 2	
Enhance Service Routes 1, 75				
ROUTE 1				
HOURS	FALL98	SPRING99	DIFFERENCE	
WEEKDAYS	15	23.5	8.5	
SAT.HOL.	12	12	0	
ROUTE 75				
HOURS	FALL98	SPRING99	DIFFERENCE	
WEEKDAYS	15	23	8	
SAT.HOL.	12.5	12.5	0	
TOTAL			16.5	
NOTE: The difference in service is only during weekdays = 16.5 hours per weekday				

