

LEGISLATIVE #

110492F

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE
CITY OF GAINESVILLE FOR USE AND DISTRIBUTION OF .25 PERCENT (¼%)
OF THE FUNDS GENERATED BY A CHARTER COUNTY AND
REGIONAL TRANSPORTATION SYSTEM SALES SURTAX TO BE USED FOR
BUS AND FIXED GUIDEWAY SYSTEMS**

THIS INTERLOCAL AGREEMENT, entered into this _____ day of _____, 2012, 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 a portion of the surtax proceeds to the City and identifies the City's transit system projects.

2. Distribution Percentages. Upon the levy of surtax, 100% of the proceeds of the 0.25 percent (¼%) 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. The levy of the surtax shall commence on January 1, 2013, and shall continue for a period of fifteen (15) years from that date and terminate on December 31, 2027, 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 only for the planning, development, expansion, construction, operation and maintenance of bus and fixed guideway systems in the County; and for the payment of principal and interest on bonds issued for the construction of fixed guideway transit and bus systems.

5. Project List. The City shall use surtax proceeds only for those projects identified in Exhibit "A" (City of Gainesville Transit System Priority List).

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

7. 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.

8. 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, Contractor's and County representative are:

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

City: City of Gainesville Manager
P.O. Box 490
Gainesville, FL 32627

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
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9. 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.

10. Amendment. The COUNTY and CITY may amend this agreement by written agreement only upon a vote of a majority plus one of the membership of each party's governing body.

11. 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.

12. 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.

13. 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 8th Judicial Circuit of the State of Florida and the Agreement will be interpreted according to the laws of the State of Florida.

14. 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.

15. 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.

16. 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.

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

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

19. 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: _____
Paula M. DeLaney, Chair

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

(City signatures continued on next page)

CITY:

CITY OF GAINESVILLE

By: _____
Craig Lowe, Mayor

ATTEST:

Kurt Lannon, Clerk

APPROVED AS TO FORM AND
LEGALITY

(SEAL)

Marion Radson, City Attorney

Attachments: Exhibit "A" - City of Gainesville Transit System Priority List