

**INTERLOCAL AGREEMENT PERTAINING TO TRANSIT SERVICES
(ROUTE 75)**

THIS AGREEMENT, made and entered into this ____ day of _____, A.D., 2001, 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 provision by the City of transit services:

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to enter into agreements with each other to make the most efficient use of their powers and to provide services and facilities that meet the needs of the local community; and,

WHEREAS, the COUNTY wishes to provide transit services for certain parts of the County; and,

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

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 that:

ARTICLE I

PURPOSE

It is the purpose and intent of this Agreement to define the terms and conditions of the COUNTY's contribution to the expansion of Regional Transit System services in the unincorporated area of the County.

ARTICLE II

COUNTY OBLIGATIONS

The COUNTY agrees to pay \$179,000.00 for a one-year period from October 1, 2001, through September 30, 2002, paid in quarterly payments of \$44,750.00, for continuance of transit service on Route 75. A map of Route 75 attached hereto as Exhibit A. The service includes one bus to operate Route 75 in accordance with Article III section 2 below.

ARTICLE III

CITY OBLIGATIONS

1. The CITY agrees to provide bus service for Route 75 in accordance with the map attached hereto as Exhibit A. Route 75 will provide service every 90 minutes from 6:00 AM to 8:12 PM and every 30 minutes during peak hours (6:00AM - 11:00AM, 2:15PM - 6:45PM). Saturday service will be from 6:45 AM until 6:42 PM every 90 minutes.

2. The CITY shall invoice the County quarterly for the services identified in Article II and shall provide the County 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

1. This Agreement shall become effective on October 1, 2001, and shall remain in effect until September 30, 2002.

ARTICLE V

MISCELLANEOUS

1. 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.

2. NOTICE

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:

City Manager
City of Gainesville
P.O. Box 490, Station 7
Gainesville, FL 32602

As to the COUNTY:

County Manager
Post Office Box 2877
Gainesville, FL 32602-2877

Notices shall be effective when received at the address as specified above. Changes in the respective address 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.

3. 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.

4. INDEPENDENCE OF AGREEMENT

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.

5. 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.

6. 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.

7. 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 5th Judicial Circuit of the State of Florida and the Agreement will be interpreted according to the laws of the State of Florida.

8. 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.

9. ENTIRE CONTRACT

This document incorporates 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 constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

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
defined.

By: _____
David Newport, Chair **Error! Bookmark not defined.**

APPROVED AS TO FORM:

_____ **Error!**
Bookmark not defined.
Alachua County Attorney's Office

WITNESS:

CITY OF GAINESVILLE

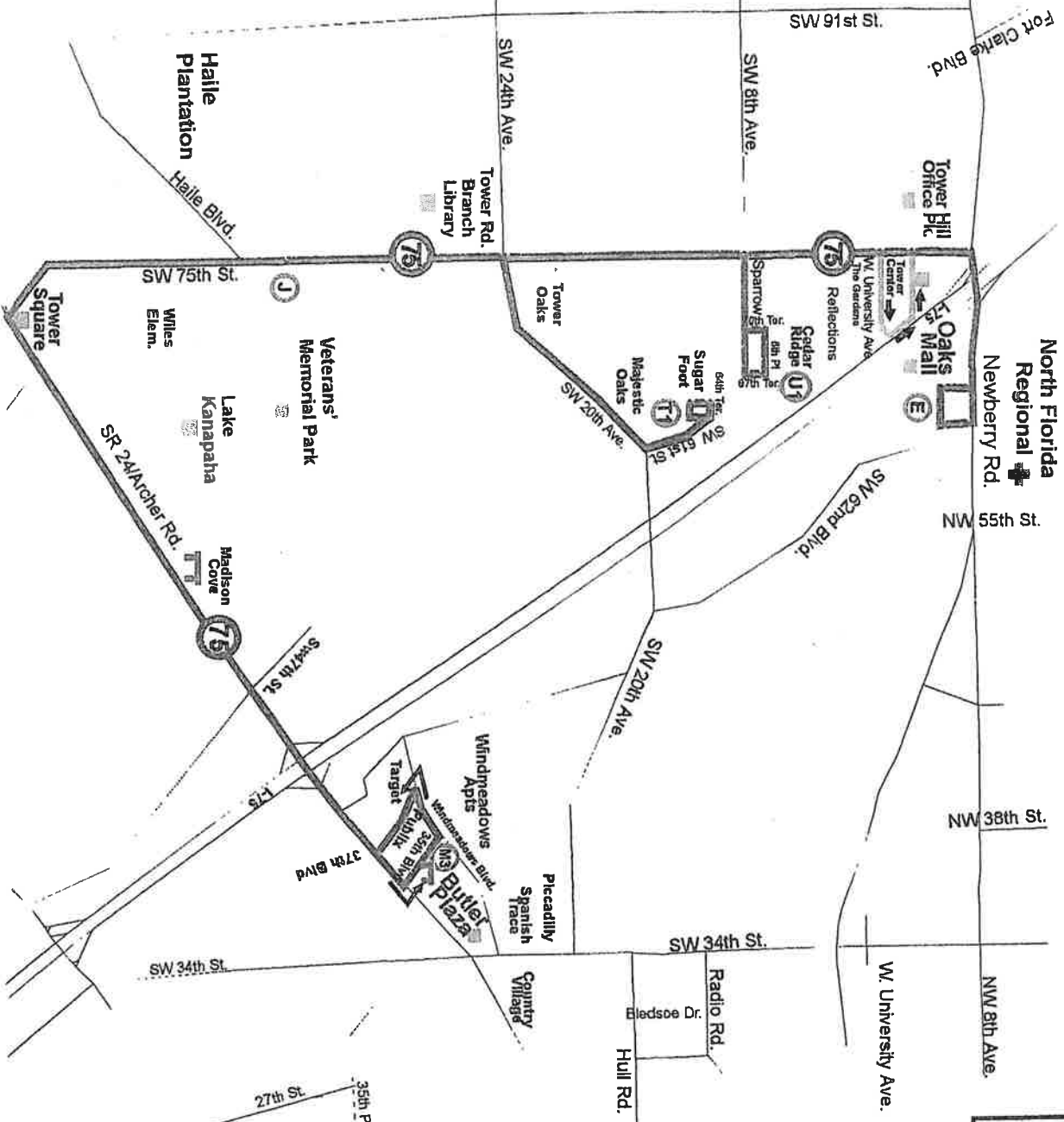
By: _____
Wayne Bowers, City Manager

APPROVED AS TO FORM AND LEGALITY:

Gainesville City Attorney's Office

RTS

**REGIONAL
TRANSIT
SYSTEM**
Phone 334-2600



LEGEND

- Oaks Mall to Butler Plaza Current Service
- Route 75 enhancement
- Time Point
- Point of Interest
- Shelter
- Hospital

NORTH

