

**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, 2015 through September 30, 2016. The COUNTY agrees to make payment in an amount totaling

three hundred sixty-seven thousand two hundred seventy-two dollars (\$367,272). 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, 2015 and shall remain in effect until September 30, 2016.

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.

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: _____
Mike Byerly, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

WITNESS:

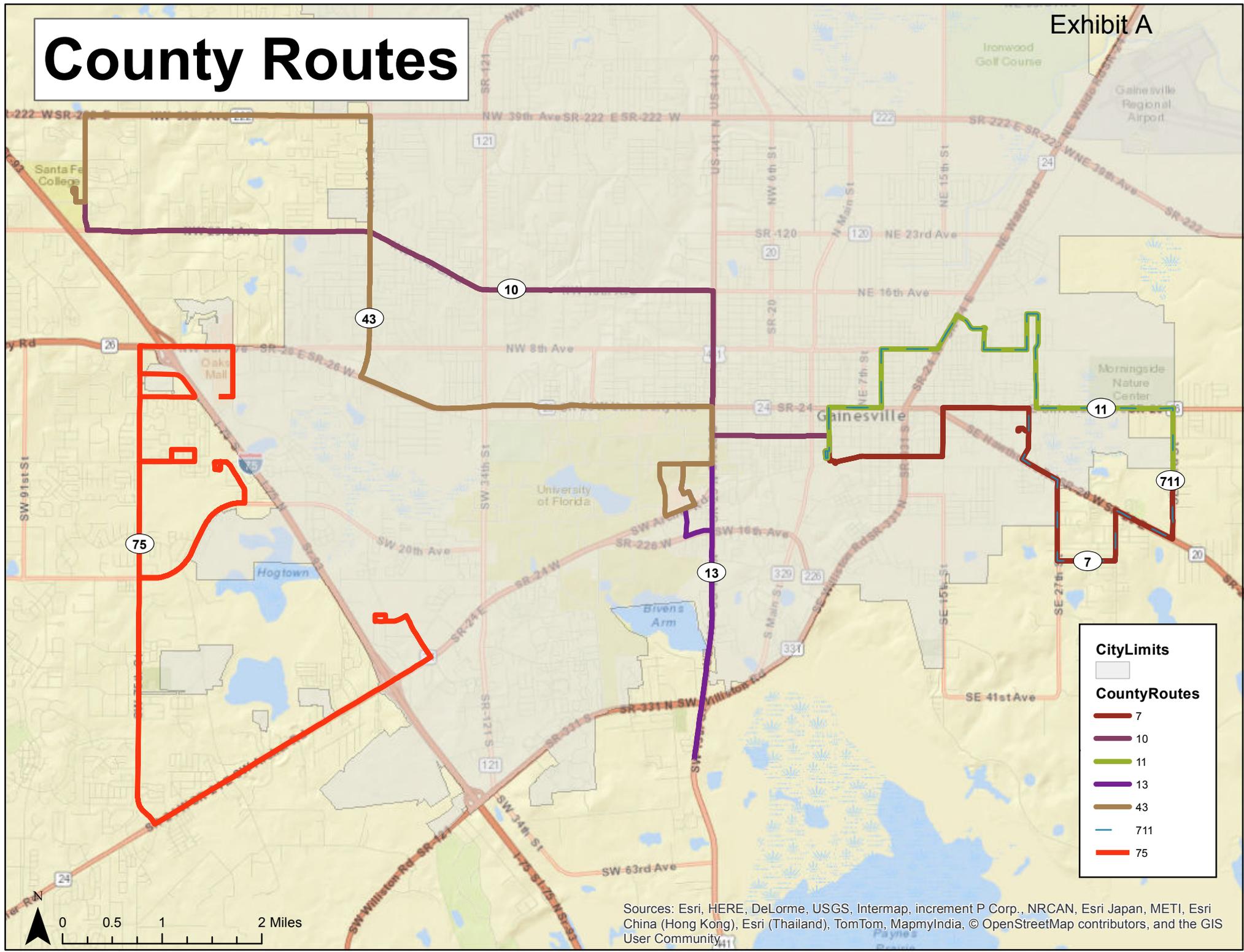
CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY:

Gainesville City Attorney's Office

County Routes



CityLimits

CountyRoutes

- 7
- 10
- 11
- 13
- 43
- 711
- 75

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Exhibit B. County Fee Summary

Previous Service Agreement (Base Service + Route 75)

Route	Description	Current					County (%)	County Cost (\$)	Passengers FY13	Pass/Hr. FY13
		Span of Service	Headway	Buses	Hours	Cost				
7	Eastwood Meadows – Downtown Station	6:00am-8:00pm	60	1	2,130	\$ 134,057	42.9%	\$ 57,537	110,847	31.5
10	Santa Fe – Downtown Station	7:00am-7:00pm	35	1	3,677	\$ 231,433	30.0%	\$ 69,476	158,592	24.1
11	Eastwood Meadows – Downtown Station	6:00am-8:00pm	30	1	5,445	\$ 342,696	8.0%	\$ 27,416	151,499	34.6
13	Reitz Union – Career Source	6:30am-2:00am	10	1	3,445	\$ 216,826	31.6%	\$ 68,604	397,332	45.0
43	Shands – Santa Fe	6:00am-7:00pm	30/85	2	6,758	\$ 425,374	30.4%	\$ 129,314	242,117	22.4
75	Oaks Mall - Butler Plaza	6:00am-8:00pm	35/53	3	10,450	\$ 657,748	83.2%	\$ 546,983	294,147	28.6
Total					31,514	\$ 1,983,476	37.7%	\$ 899,330	1,354,534	

Cost = \$ 62.94 per hour

Base Service Contract = \$ 352,347
 Route 75 Contract = \$ 546,983
\$ 899,330

Updated Service Hours, Split, and Operating Expense per Hour

Route	Description	Proposed						County (%)	County Cost (\$)	Passengers FY14	Pass/Hr. FY14
		Span of Service	Headway	Buses	Hours	% of Total Hours	Cost				
7	Eastwood Meadows – Downtown Station	6:00am-8:00pm	60	1	2,095	58%	\$ 135,913	39.7%	\$ 53,995	97,745	28.0
10	Santa Fe – Downtown Station	7:00am-7:00pm	35	1	3,363	52%	\$ 218,182	23.6%	\$ 51,496	150,725	24.4
11	Eastwood Meadows – Downtown Station	6:00am-8:00pm	30	1	3,625	71%	\$ 235,222	11.8%	\$ 27,783	194,121	26.7
711	Eastside Circulator	7:00am-6:00pm Saturday	60		571		\$ 37,059		21.0%		
13	Reitz Union – Career Source	6:30am-5:30pm	10	1	3,272	34%	\$ 212,285	31.1%	\$ 66,103	406,937	44.2
43	Shands – Santa Fe	6:00am-7:00pm	30/85	2	7,388	68%	\$ 479,307	33.4%	\$ 160,112	215,058	21.7
75	Oaks Mall - Butler Plaza	6:00am-8:00pm	35/53	3	10,189	100%	\$ 661,037	80.5%	\$ 532,069	297,602	32.9
Total					30,503	65%	\$ 1,979,006	34.5%	\$ 899,341	1,362,188	

Cost = \$ 64.88 per hour

Base Service Contract = \$ 367,272
 Route 75 Contract = \$ 532,069
\$ 899,341