

**AGREEMENT BETWEEN ALACHUA COUNTY AND CITY OF GAINESVILLE
FOR BASE LEVEL AND ROUTE 75 TRANSIT SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, 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, the COUNTY wishes to provide Base Level and enhanced 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; 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 the Regional Transit System services in the unincorporated area of the County.

ARTICLE II - COUNTY OBLIGATIONS

2. The COUNTY agrees to pay for Base Level transit services and Route 75 transit as detailed for the routes identified on the RTS system map attached hereto as Exhibit A, and the specifications attached hereto as Exhibit B.

3. Payments by the COUNTY to the CITY shall be made in equal quarterly amounts for the period beginning October 1, 2020, through September 30, 2021. The COUNTY agrees to make payment in an amount totaling one million fifty-six thousand four hundred twenty-six dollars (\$1,056,426) for Base Level service and Route 75 service, as detailed on Exhibit B.

4. 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.

5. If funds generated by taxes levied pursuant to Section 336.021(1)(a), Florida Statutes (ninth-cent fuel 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

6. The CITY agrees to provide bus service for Base Level transit services and Route 75 transit services in accordance with the map attached hereto as Exhibit A, and the specifications of this paragraph and the table attached hereto as Exhibit B.

7. 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 for the services identified in paragraph 5, above, 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.

8. The CITY will allow Alachua County Commission's 959 employees (not other constitutional office employees) to have unlimited access to transit when they show the appropriate employee identification card with the Alachua County Board of County Commission employee designation, except that pre-paid, unlimited access is not valid on special service routes, including Gator Aider, sports event shuttles, and routes that do not have published timetables or schedules.

ARTICLE IV - TERM OF AGREEMENT

9. This Agreement shall become effective on October 1, 2020 and shall remain in effect until September 30, 2021.

ARTICLE V - MISCELLANEOUS

10. Annexation. 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 by the CITY within the unincorporated area.

11. 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.

12. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, 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, FL 32627

As to the COUNTY: Michele Lieberman
County Manager
P.O. Box 5547
Gainesville, Florida 32627-5547

Jeffrey Hays
Transportation Planning Manager
10 SW 2nd Ave
Gainesville, FL 32601

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.

13. Default. 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 uncorrected, may terminate this Agreement.

14. Independence of Parties. 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.

15. 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.

16. Self-Insurance. The COUNTY and the CITY, represent that they are each self-funded for insurance in accordance with Section 768.28, Florida Statutes.

17. Waiver. 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.

18. 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 Agreement will be interpreted according to the laws of the State of Florida.

19. 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 remaining provisions shall not be affected and shall remain in full force and effect.

20. Entire Contract. This Agreement constitutes the entire agreement and understanding between the parties and 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 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.

ATTEST:

**ALACHUA COUNTY, FLORIDA
Board of County Commissioners**

J.K. "Jess" Irby, Esq., Clerk

By: _____
Robert "Hutch" Hutchinson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

CITY OF GAINESVILLE

By: _____
Lee R. Feldman, City Manager

APPROVED AS TO FORM AND LEGALITY:

Gainesville City Attorney's Office

Exhibit B. County Fee Summary**FY21 County Service**

Route	Description	Current				County (%)	County Cost (\$)
		Span of Service	Headway	Hours	Cost		
7	Eastwood Meadows – Downtown Station	6:00am-8:00pm	60	3,631	\$ 248,243	39.2%	\$ 97,311
10	Santa Fe – Downtown Station	7:00am-7:30pm	70	3,415	\$ 233,437	24.7%	\$ 57,659
11	Eastwood Meadows – Downtown Station	5:30am-8:00pm	30-60	6,009	\$ 410,752	11.9%	\$ 48,879
711	Eastside Circulator	8:00pm-11:00pm	60	770	\$ 52,628	21.1%	\$ 11,104
13	Beaty Towers – Cottage Grove	6:30am-6:30pm	30	3,224	\$ 220,426	31.2%	\$ 68,773
43	UF Health – Santa Fe	6:00am-7:30pm	30/85	6,881	\$ 470,413	33.5%	\$ 157,588
75	Oaks Mall - Butler Plaza	6:00am-10:15pm	35/53/105	11,394	\$ 778,860	69.4%	\$ 540,529
Total				35,324	\$ 2,414,758	33.0%	\$ 981,844

Cost = \$ 68.36 per hour

FY21 - Saturday

Route	Description	Current				County (%)	County Cost (\$)
		Span of Service	Headway	Hours	Cost		
1	Downtown to Butler Plaza	Service until 11:00 pm	60	299	\$ 20,440	100.0%	\$ 20,440
Total				299	\$ 20,440	100.0%	\$ 20,440

Cost = \$ 68.36 per hour

FY21 - Holiday Service

Route	Description	Current				County (%)	County Cost (\$)
		Span of Service	Headway	Hours	Cost		
10	Santa Fe – Downtown Station	7:30am - 5:30pm	35	81	\$ 11,304	100.0%	\$ 11,304
43	UF Health – Santa Fe	7:00am - 6:00pm	30/85	91	\$ 12,635	100.0%	\$ 12,635
75	Oaks Mall - Butler Plaza	7:00am - 6:00pm	35/53	93	\$ 12,914	69.4%	\$ 8,962
Total				264	\$ 36,854	89.8%	\$ 32,902

Cost = \$ 139.40 per hour (includes ADA service Costs, \$11.40/hour)

FY21 - Sunday Service

Route	Description	Current				County (%)	County Cost (\$)
		Span of Service	Headway	Hours	Cost		
75	Oaks Mall - Butler Plaza	9:30 am - 5:20 pm	35/53	448	\$ 30,606	69.4%	\$ 21,241
Total				448	\$ 30,606	69.4%	\$ 21,241

Cost = \$ 68.36 per hour

Base Service = \$ 485,695

Route 75 = \$ 570,732

\$ 1,056,426