

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF GAINESVILLE AND ALACHUA COUNTY
FOR
BICYCLE/PEDESTRIAN ADVISORY BOARD FUNDING**

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between the CITY OF GAINESVILLE (hereinafter referred to as the “City”), a municipal corporation of the State of Florida, and the COUNTY OF ALACHUA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the “COUNTY”)

WITNESSETH:

WHEREAS, the CITY, and COUNTY mutually agree that it is in their joint best interest to provide support to the Bicycle/Pedestrian Advisory Board (BPAB), a citizen-member advisory board to the CITY and the COUNTY, and

WHEREAS, the CITY and COUNTY refer issues and receive recommendations from the BPAB, and

WHEREAS, the CITY has been solely responsible for the primary staff support and expenses of the BPAB as described herein since its inception, and

WHEREAS, the COUNTY agrees to begin contributing certain funds to be applied toward costs of support specified herein, and

WHEREAS, the CITY and the COUNTY are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County.

NOW THEREFORE, for and in consideration of the covenants contained herein to be performed by the respective parties hereto and other good and sufficient consideration, the parties mutually agree and covenant as follows:

I. COUNTY's Responsibilities

The County agrees to perform the following services pursuant to the Agreement:

1. Provide COUNTY staff presence at BPAB meetings as necessary to make presentations concerning County items.
2. Provide back-up materials to City staff for BPAB agenda items submitted by the COUNTY. Materials will be provided as one (1) reproducible copy delivered to City staff at least one week prior to the BPAB meeting date.
3. File BPAB attendance records with the County Clerk's Office, and oversee the advertising and appointment of County-appointed members.
4. Provide BPAB applicant information to CITY staff for the purpose of maintaining member records and a BPAB applicant pool.
5. Prepare correspondence and transmit recommendations from the BPAB to the Alachua County Commission.

II. CITY's Responsibilities:

The City agrees to perform the following services pursuant to the Agreement:

1. Provide primary staff support to the BPAB.
2. Attend BPAB meetings and present agenda items as needed.
3. Maintain BPAB mailing list and coordinate meeting schedules, agendas, notices, materials and minutes.
4. Mail meeting agenda packets including all backup materials received one week prior to the meeting date.
5. Manage attendance records and applicant pool for the City and County while also overseeing vacancies and appointments of City-appointed BPAB members.
6. Prepare correspondence and transmit recommendations from the BPAB to the City of Gainesville Commission.
7. Prepare BPAB member orientation information.
8. Manage BPAB special project activities.

III. Payment

A. For BPAB Support

In accordance with the intent of the Board of County Commissioners and in recognition of work performed by the CITY and due to the delay in executing this agreement, the COUNTY agrees to provide compensation to the CITY for staff support and expenses incurred for the period from October 1, 2000 through September 30, 2001 in the amount of one thousand nine hundred and seventy-six dollars (\$1,976.00). For the period October 1, 2001 through September 30, 2002, the County agrees to pay the city two thousand and seventy-five dollars (\$2075.00). Thereafter, this amount will be increased five percent (5%) annually. The City will invoice the COUNTY for ~~€~~compensation for the initial period and thereafter, ~~will be paid by~~ ~~€~~The COUNTY ~~will pay~~ ~~€~~the CITY in accordance with the Chapter 218, part VII, Florida Statute (Florida Prompt Payment Act) and the Alachua County Prompt pay Policy (available at <http://www.co.alachua.fl.us/gov/dept/adminservices/purchasing/>)~~based on invoice submitted to the COUNTY by the CITY each year.~~

B. BPAB Special Projects

1. All reimbursement will be based on invoices submitted by the CITY. The overall annual invoice amount shall not exceed one thousand dollars. (\$1,000.00). This maximum amount is subject to annual review and adjustment by amendment of this agreement when and if necessary.
2. The CITY shall provide an itemized invoice to the COUNTY for the actual expenses incurred for any BPAB special projects, not to exceed the amount designated in this agreement. Staff time spent on BPAB support will not be invoiced as an expense. However, actual expenses incurred will be invoiced for the following:
 - a. Copying Expenses
 - b. Materials and Supplies (e.g.: envelopes, staples, binder clips, etc.)
 - c. Advertising Expenses
3. The information provided on the itemized invoice shall be used to determine when and if the amount of payment from the COUNTY shall need to be adjusted by an amendment to this agreement.

C. The COUNTY's funding shall be used by the CITY solely for the purpose of providing support to the BPAB and its special projects activities. Payment by the COUNTY as required above shall be made to the CITY by mail:

City of Gainesville
PO Box 490
Gainesville, FL 32602
Attn: Billing and Collection

IV. No Third Party Beneficiaries

Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

V. Effective Date and Term

This Agreement and any amendments thereto shall become effective after approval by the CITY and the COUNTY and upon the recording of this Agreement and any amendments thereto in the public records of Alachua County pursuant to 163.01(11), Florida Statutes. The initial term of the agreement shall be from October 1, 2001 through September 30, 2002. This Agreement shall automatically be renewed for one-year periods until terminated by either party as provided for in the agreement. Any amendment to or modification of this Agreement shall be in writing and signed by all parties.

VI. Default and Termination

The failure of either party to comply with any provision of this Agreement will place the non-compliant party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision that gave rise to the default. The non-defaulting party will give the defaulting party 21 days to cure the default. Anything to the contrary notwithstanding, either party may terminate this Agreement without cause by first providing at least 90 days written notice to the other.

If funds to finance this agreement become unavailable, 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

VII. Severability

If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

VIII. Indemnification

Each party agrees that it shall be solely responsible for the negligent acts or omissions of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

IX. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

X. Recording of Agreement

The County, upon execution of this Agreement by all parties, shall record this Interlocal Agreement in the public records of Alachua County, Florida.

XI. Entire Agreement

This Agreement constitutes the entire Agreement and supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their official seals to this Agreement on the day and year first above written.

ALACHUA COUNTY, FLORIDA
Board of County Commissioners

Witness to Mr. Reid

By: _____
Randall Reid, County Manager

APPROVED AS TO FORM AND LEGALITY

Alachua County Attorney's Office

| ~~WITNESS; ATTEST:~~

CITY OF GAINESVILLE

| _____
Title: _____

By: _____
Wayne Bowers, City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney