

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF GAINESVILLE AND THE  
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION  
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 METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION (hereinafter referred to as the “MTPO”).

WITNESSETH:

WHEREAS, the CITY, and the MTPO 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 MTPO, and

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

WHEREAS, the CITY has provided primary staff support to the BPAB as described herein since its inception, and

WHEREAS, the MTPO agrees to contribute certain funds to be applied toward costs of support specified herein, and

WHEREAS, the CITY and the MTPO 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. MTPO’s Responsibilities

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

1. Provide CITY staff with information necessary to present MTPO business at BPAB meetings.
2. Provide back-up materials for BPAB agenda items submitted by the MTPO.
3. Continue to oversee attendance records, vacancies and appointments of MTPO-appointed BPAB members.
4. Provide BPAB applicant information to CITY staff for the purpose of maintaining member records and a BPAB applicant pool.

## II. CITY's Responsibilities

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

1. Attend BPAB meetings and present agenda items as needed.
2. Maintain BPAB mailing list and coordinate meeting schedules, notices, materials and minutes.
3. Continue to manage attendance records and applicant pool for the City and MTPO while also overseeing vacancies and appointments of City-appointed BPAB members.
4. Prepare correspondence and transmit recommendations from the BPAB to the City of Gainesville Commission and MTPO.
5. Prepare BPAB member orientation information.

## III. Payment

### A. For BPAB Support

The MTPO agrees to provide compensation to the CITY for staff support and expenses for a total of \$4,939.20 for the period from July 1, 2001 through June 30, 2002. This amount will be increased 5% annually. The CITY will invoice the MTPO and the MTPO will pay the CITY in full within 30 days of receiving the corresponding federal funds from the Florida Department of Transportation.

- B. The CITY will invoice the MTPO providing a detailed accounting of expenses and any product support charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

C. Recipients of federal and state funds are to have audits done annually using the following criteria:

1. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding state agency.
2. In the event that a recipient expends \$300,000 or more in federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
3. If a recipient expends less than \$300,000 in federal awards during its fiscal year, an audit conducted in accordance with the OMB Circular A-133 is not required. If a recipient expends less than \$300,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with OMB Circular A-133, the cost of the audit must be paid from non-federal funds.
4. In the event that a recipient expends \$300,000 or more in state awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 216.3491, Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
5. If a recipient expends less than \$300,000 in state awards during its fiscal year, an audit conducted in accordance with Section 216.3491, Florida Statutes, and Chapter 10.600, Rules of the Auditor General is not required. If a recipient expends less than \$300,000 in state awards during its fiscal year and elects to have an audit conducted in accordance with Section 216.3491, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, the cost of the audit must be paid from non-state funds.
6. Reporting Packages and management letters generated from audits conducted in accordance with OMB Circular A-133 and Financial Reporting Packages generated in accordance with Section 216.3491, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be submitted to the awarding FDOT office by the recipient, within

30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

7. The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.
8. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

9. A Reporting Package and Data Collection Form for each audit conducted in accordance with OMB Circular A-133 shall be sent to:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jefferson, IN 47132

10. A Financial Reporting Package of audits conducted in accordance with Section 216.3491, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be sent to:

State of Florida Auditor General  
ATTN: Ted J. Sauerbeck  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32303-1450

- D. The MTPO's funding shall be used by the CITY solely for the purpose of providing support to the BPAB. Payment by the MTPO 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. 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 upon approval by the CITY and the MTPO and, pursuant to 163.01 (11), Florida Statutes. 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.

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. 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.

~~WITNESS: ATTEST:~~

CITY OF GAINESVILLE

~~Clerk of the City Commission~~

By: \_\_\_\_\_  
Wayne Bowers, City Manager

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

ATTEST:

METROPOLITAN TRANSPORTATION  
PLANNING ORGANIZATION

\_\_\_\_\_  
Charles Justice, Executive Director

\_\_\_\_\_  
Robert Hutchinson, Chair

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Attorney