

**INTERLOCAL AGREEMENT BETWEEN
METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION FOR THE
GAINESVILLE URBANIZED AREA, ALACHUA
COUNTY, AND THE CITY OF GAINESVILLE
CONCERNING THE PREPARATION AND
FUNDING OF THE ALACHUA COUNTYWIDE
BICYCLE-PEDESTRIAN MASTER PLAN, NO.
14214**

THIS AGREEMENT, made and entered into this _____ day of _____ 2024, pursuant to the authority of Section 163.01, Florida Statutes, by and between the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (“MTPO”); Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”); and the City of Gainesville, by and through its City Commission (“City”), collectively the Parties.

WITNESSETH:

WHEREAS, the Parties hereto desire to make the most efficient use of their powers to cooperate for mutual advantages to provide services in an effort to enhance bicycle and pedestrian facilities, connectivity and safety within Alachua County, the City of Gainesville, and for students, staff and faculty of the University of Florida; and

WHEREAS, Section 163.01(4) of the Florida Statutes provides “a public agency of the State of Florida may exercise jointly with another public agency of the State, or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately;” and

WHEREAS, the County, the City, and University of Florida previously entered into an Interlocal Agreement Concerning the Preparation and Funding of the Alachua Countywide Bicycle-Pedestrian Master Plan on November 15, 2023 (“Prior Interlocal Agreement”). Since that Prior Interlocal Agreement was signed, the MTPO agreed to fully fund the project. Therefore, the County, the City, and UF desire to terminate Interlocal Agreement Concerning the Preparation and Funding of the Alachua Countywide Bicycle-Pedestrian Master Plan and replace it with the instant Interlocal Agreement between the County, City, and MTPO.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises, covenants, benefits to accrue and agreements herein contained and set forth, the parties do hereby agree to jointly fund and cooperate in the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan and do further agree, as follows:

1. Purpose: The purpose of this Agreement is:

- a. To establish the scope of the Alachua Countywide Bicycle-Pedestrian Master Plan; and
 - b. To establish the funding responsibilities of the parties to this Agreement concerning the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan; and
 - c. To establish cooperation by the parties to this Agreement concerning the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan.
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2. Effective Date, Duration, and Amendments:

- a. This agreement shall be effective upon execution by all Parties to this Agreement and shall continue thereafter until all obligations of the Parties are completed, including the completion of the Alachua Countywide Bicycle-Pedestrian Master Plan and acceptance by the County, with consent of the Parties.
- b. Amendments to this Agreement shall be made effective by an affirmative vote of all Parties to this Agreement, as well as the written execution of the amendment.

3. Scope:

- a. The purpose of the Alachua Countywide Bicycle-Pedestrian Master Plan is to develop:
 - i. A prioritized list and mapping of bicycle and pedestrian projects in the City of Gainesville and the Alachua County Urban Cluster as mapped in the Alachua County Comprehensive Plan; and
 - ii. A prioritized list and mapping of bicycle and pedestrian projects outside the Urban Cluster that provide connectivity to outlying municipalities, settlements, and regional trail connections within Alachua County to be utilized to implement the Alachua County Comprehensive Plan.
- b. The tasks and data required to identify and develop the prioritized project lists will include:
 - i. Facilitate and document public involvement, including conducting a minimum of two public meetings and providing a summary of those meetings;
 - ii. Review data of existing bicycle and pedestrian infrastructure and update, as needed;
 - iii. Review data of existing bicycle and pedestrian infrastructure gap analyses and update, as needed;
 - iv. Review Alachua County bicycle and pedestrian crash data;
 - v. Analyze Alachua County bicycle and pedestrian networks;
 - vi. Develop a facility needs assessment for Alachua County;
 - vii. Develop project prioritization methodology
 - viii. Develop a bicycle and pedestrian modifications needs list, cost estimates, and mapping; and
 - ix. Develop prioritized bicycle and pedestrian project lists, cost estimates, and mapping.

4. **Finances:** The MTPO hereby agrees to fund the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan in the amount of \$254,700.00.

Upon the execution of the contract with the Consultant, the County shall invoice the MTPO for any amount due at the time of execution. The County shall invoice the MTPO for any subsequent amounts due to the Consultant after the execution of the contract, up to \$254,700.00. The MTPO agrees to make payment to the County within 30 calendar days of receipt of the invoice from the County.

5. Preparation:

- a. Pursuant to the solicitation process outlined in the Prior Interlocal Agreement, the County engaged a transportation planning consultant (“Consultant”) to prepare the Alachua Countywide Bicycle-Pedestrian Master Plan.
- b. The County will serve as the Project Manager for the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan.

6. Coordination:

- a. Per the Prior Interlocal Agreement dated November 15, 2023, the County, the City, and UF participated in the Consultant selection process and contract negotiations, pursuant to the County’s selection and procurement requirements, with the final decision made by the Alachua County Board of County Commissioners.
- b. The MTPO, County, and City hereby agree to cooperate with the Consultant in the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan, including, but not limited to, providing existing data, document or studies, reviewing drafts, attending meetings and responding to consultant questions.

7. **Notice:** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the MTPO, County, and City are:

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area:

Scott R. Koons, AICP, Executive Director
2009 NW 67th Place
Gainesville, FL 32653-1603
Email: koons@ncfrpc.org

County:

County Manager
12 SE 1st Street
Gainesville, FL 32601
Email: mlieberman@alachuacounty.us

City:

City of Gainesville, Public Works
Department
405 NW 39th Avenue
Gainesville, FL 32609
Email: SingletonBM@cityofgainesville.org

County Project Manager:

Alison Moss, AICP
Transportation Planning Manager
10 SW 2nd Ave, 3rd Floor
Gainesville, FL 32601
Email: amoss@alachuacounty.us

City Project Manager:

Scott Wright
Department of Transportation
34 SE 13th Rd
Gainesville, FL 32601
Email: wrightsa@gainesvillefl.gov

8. **Sovereign Immunity:** The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of

any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **Severability:** If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
10. **Governing Law and Venue:** This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.
11. **Recording of Interlocal and Amendments:** Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida.
12. **Electronic Signatures:** The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
13. **Termination of Prior Agreement.** This Agreement supersedes and replaces in its entirety that certain INTERLOCAL AGREEMENT CONCERNING THE PREPARATION AND FUNDING OF THE ALACHUA COUNTYWIDE BICYCLE-PEDESTRIAN MASTER PLAN previously executed by the County, the City, and The University of Florida Board of Trustees, a public body corporate of the State of Florida, on or about November 15, 2023. The Prior Interlocal Agreement is hereby terminated. For clarity, this Agreement constitutes the only agreement among the parties hereto related to the Alachua Countywide Bicycle-Pedestrian Master Plan.
14. **Availability of Funds.** Payments made pursuant to this Agreement are subject to, and conditioned upon, the total release of authorized appropriations and receipt of such funds from the Florida Department of Transportation by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

15. Audit Requirements.

(A) The County agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this Agreement.

(B) These records shall be available at all reasonable times for inspection, review or audit by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and State of Florida personnel at the location where such records are stored and maintained by the County.

"Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(C) The County shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of six (6) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the six-year (6-year) period, the records shall be retained until the litigation or audit findings have been resolved.

(D) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Public Records. The Parties shall allow public access to all documents, reports, papers, letters or other material, subject to the provision of Chapter 119, Florida Statutes, prepared or received in conjunction with this Agreement.

17. Subcontracts.

(A) Except as otherwise authorized in writing by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Parties shall not execute any contract or obligate itself in any manner requiring the disbursement of funds with any third party with respect to the project without the written concurrence of the Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area. The Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area specifically reserves unto himself/herself the right to review the qualifications of any subconsultant or contractor and to approve or disapprove the employment of the same after the subconsultant is selected but before a subconsultant contract is executed.

(B) If, after receiving written approval by the Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Parties subcontract any or all of the work required under this Agreement, the Parties agree to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

(C) The Parties agree to include in the subcontract that the subcontractor shall hold the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and Consultant harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(D) If, after receiving written approval by the Executive Director of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, a Party subcontracts, a copy of the executed subcontract must be forwarded to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area within 10 calendar days after execution.

(E) It is understood and agreed by the parties hereto that participation by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area in a project with a consultant, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the consultant complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. As a further condition, a consultant must involve the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area in the Subconsultant Selection Process for all projects. In all cases, a consultant's attorney must certify to the

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

(F) As required by 49 Code of Federal Regulations 26.13, a consultant shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any United States Department of Transportation-assisted contract or in the administration of its Disadvantaged Business Enterprise program or the requirements of 49 Code of Federal Regulations Part 26. A consultant shall take all reasonable and necessary steps under 49 Code of Federal Regulations Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts.

(G) Any consultant must utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the consultant during the term of the contract. The consultant shall also expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Termination.

(A) This Agreement may be terminated by the written mutual consent of the Parties, provided that any hired consultant shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.

(B) If a Party fails to fulfill in a timely and proper manner its obligations under this Agreement, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall have the right, without liability, to terminate this Agreement within ten (10) calendar days after giving written notice to the Parties of such termination.

In the event a Party substantially or materially fails to fulfill its obligations under this Agreement, in advance of terminating the contract for default, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall issue a formal written notice stating the basis for termination and providing a reasonable opportunity for the Party to cure and correct the deficiencies in its contract performance within 10 calendar days after first being informed of the basis for the contract termination. If after the cure notice period, the Party fails to fulfill in a timely and proper manner its obligations under this Agreement, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall have the right to terminate this Agreement by giving written notice to the other party of such termination, the basis thereof and specifying the effective date of such termination, which shall in no event precede the cure notice period.

In the event of contract termination for whatever reason, costs incurred in providing services under the contract prior to the effective date of the termination shall be reimbursable. It is understood that this reimbursement shall include a fair and reasonable fee.

(C) Notwithstanding the above, a Party shall not be relieved of liability to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area by virtue of any breach of contract by a consultant. The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area may withhold any payments to a Party for purpose of set-off until such time as the exact amount of damages due the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is determined.

(D) Any Party may terminate this Agreement without cause by providing 15 calendar days' written notice to the other, provided that any Party shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.

(E) In the event funds to finance this contract become unavailable, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area may terminate the Agreement with no less than 24 hours' written notice to the other Parties. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall be the final authority as to the availability of funds. In the event it becomes necessary to cancel this Agreement due to lack of availability of funds, all Parties will be reimbursed for incurred costs up to the date of Agreement termination. The reimbursement for these costs shall be inclusive of a fair and reasonable fee.

19. Prohibited Interests.

(A) Neither MTPO nor County, shall enter into any contract, subcontract or arrangement in connection with the project or any property included, or planned to be included in the project, in which any officer has any interest, direct or indirect, for one year after completion of the project. If any such officer involuntarily acquires, or had acquired prior to the beginning of his/her tenure, any such interest, and if any interest is immediately disclosed to the Parties and, with prior approval of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the prohibition contained in this paragraph may be waived, provided, that any such present officer shall not participate in any action by the Parties relating to such contract, subcontract or arrangement.

The Parties shall insert in all subcontracts entered into in connection with the project, or any property included or planned to be included in any project, the following provision:

"No member, officer or employee of the Consultant either during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any real or personal property identified by the Consultant for purchase or improvement under this contract."

The provisions of this subsection shall not be applicable to any agreement between a consultant and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

(B) No Member or delegate to the Congress of the United States shall be admitted to any share, or part of this Agreement, or any benefit arising therefrom.

(C) The Parties warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for the Parties to solicit or secure this Agreement and that it has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee, commission, percentage, gift or other consideration, contingent upon, or resulting from, the award or making of this Agreement.

(D) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

20. Nondiscrimination.

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, in accordance with Title VI of the Civil Rights Act of 1964 and other federal, state and local nondiscrimination authorities, hereby notices all bidders that it will affirmatively ensure that in any contract entered into pursuant to any advertisement soliciting contractual services, minority business enterprises will be afforded full opportunity to submit bids in response to any such invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in consideration for an award.

During the performance of this Agreement, the Parties, assignees, and successors in interest agree, as follows:

(A) Compliance with Regulations: The Parties shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(B) Nondiscrimination: The Parties, with regard to the work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Parties shall not participate, either directly or indirectly, in the discrimination prohibited by 49 Code of Federal Regulations 21.5 of the Regulations, including employment practices when the contract covers a program set forth in 49 Code of Federal Regulations Part 21, Appendix A.

(C) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by competitive bidding or negotiation by the Parties for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Parties of these obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.

(D) Information and Reports: The Parties shall provide all information and reports required by statutes, regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Florida Department of Transportation, the Federal Highway Administration or the Federal Transit Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Florida Department of Transportation, the Federal Highway Administration and the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Party's noncompliance with the nondiscrimination provisions of this Agreement, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area shall impose such sanctions as it, the Florida Department of Transportation, Federal Highway Administration or the Federal Transit Administration may determine to

be appropriate, including, but not limited to: withholding of payments under this Agreement until compliance is achieved; and/or cancellation, termination or suspension of this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Parties shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the statute, regulation, or directive issued pursuant thereto. The Parties shall take such action with respect to any subcontract or procurement as the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the Florida Department of Transportation, the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Party may request the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area to enter into such litigation to protect the interests of the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and, in addition, the Party may request the United States to enter into such litigation to protect the interests of the United States.

Draft

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed and their signatures to be affixed on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

J.K. "Jess" Irby, Clerk of the Court

BY: _____
Mary C Alford, Chair

ATTEST:

CITY COMMISSION OF THE
CITY OF GAINESVILLE

Kristen Bryant Clerk of the Commission

BY: _____
Harvey Ward, Mayor

APPROVED AS TO FORM

METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION

Alachua County Attorney's Office

BY: _____
Cynthia Moore Chestnut, Chair

The University of Florida Board of Trustees ("UF") joins in this Agreement for the sole purpose of acknowledging termination of the Prior Interlocal Agreement pursuant to Section 13 of the foregoing Interlocal Agreement. UF also affirms its desire to cooperate with the County and the City in the development of the Alachua Countywide Bicycle-Pedestrian Master Plan, such as by sharing existing datasets and maps of bicycle and pedestrian facilities and participating in related planning activities including analysis of on-campus bicycle facilities.

ATTEST:

THE UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES, a public body corporate of the
State of Florida

Misty Martin, Executive Assistant

BY: _____
Dave Kratzer, Senior Vice President,
Construction, Facilities, and Auxiliary