

**SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY
AND CITY OF GAINESVILLE FOR AGE BASED FARE FREE TRANSIT PILOT**

THIS SECOND AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and City of Gainesville, Florida, a municipal corporation of the State of Florida ("City"), who are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the City previously entered into Agreement between Alachua County and City of Gainesville for Age Based Fare Free Transit Pilot dated September 28, 2021, and First Amendment dated February 10, 2023, identified as Contract No. 13187 (the "Agreement"); and

WHEREAS, the Parties have agreed to extend the term of the Agreement to allow the City to continue providing service to Alachua County; and

WHEREAS, the Parties desire to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the Parties agree as follows:

- A. Amendment. Article IV of the Agreement titled "Term of Agreement" is amended to read as follows:

The Agreement is amended to extend the term through September 30, 2024.

- B. Effective Date. This Amendment shall become effective on October 1, 2023.

- C. Fixed Fee. The County shall pay to the City the total fixed-fee amount of \$115,000.00 during the period of October 1, 2023 through September 30, 2024 (FY24) for the age based fare free transit pilot program regardless of the number of individual trips documented by the Regional Transit System. Payments by the County to the City shall be made in equal quarterly amounts of \$28,750.00 for the period beginning October 1, 2023 through September 30, 2024 (FY24).

- D. Service. The City agrees to provide bus service in accordance with the specifications of the age based fare free transit pilot program outlines in the Agreement for the period of time commencing October 1, 2023 through September 30, 2024 (FY24), regardless of the number of individual trips documented by the Regional Transit System.

- E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement between the Parties shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment on the day first written above.

ATTEST:

ALACHUA COUNTY, FLORIDA

J.K. "Jess" Irby, Clerk

Anna Prizzia, Chair
Board of County Commissioners
Date: _____

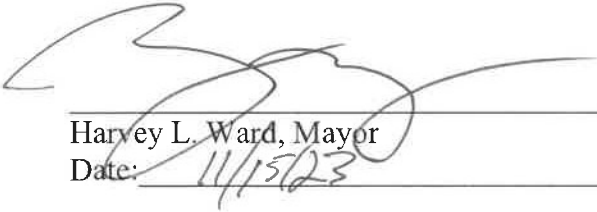
APPROVED AS TO FORM:

Alachua County Attorney's Office

ATTEST:

CITY OF GAINESVILLE

Kristen Bryant
Kristen Bryant (Nov 6, 2023 14:15 EST)
City Clerk


Harvey L. Ward, Mayor
Date: 11/15/23

APPROVED AS TO FORM AND LEGALITY:

David C. Schwartz
David C. Schwartz (Oct 27, 2023 15:24 EDT)
Gainesville City Attorney's Office

Meeting

✓ 4. 2023-951 Second Amendment to Agreement with Alachua County Board of County Commissioners for Age-Based Fare Free Transit Program (B)

Alachua County Board of County Commissioners for Age-Based Fare Free Transit Program (B)

Department: Transportation

Description: Request for the City Commission to approve the Second Amendment to the Agreement for Age-Based Fare Free Transit Program between the City of Gainesville and the Alachua County Board of County Commissioners.

Fiscal Note: The City's Regional Transit System will receive up to \$115,000 in revenue from the Alachua County Board of County Commissioners in Fiscal Year 2024. This will occur as quarterly payments for services provided by the Age-Based Fare Free Transit Program.

4. 2023-951 Second Amendment to Agreement with Alachua County Board of County Commissioners for Age-Based Fare Free Transit Program (B)

> Video

> Details

✓ Votes

Recommendation - Majority (Voted)

1

Moved: Mayor Pro Tempore Duncan-Walker
Seconded: Commissioner Eastman
Result: Approved On Consent

Recommendation:

The City Commission, authorize the City Manager or their designee to execute the Second Amendment to the Agreement with Alachua County Board of County Commissioners for Age-Based Fare Free Transit Program, subject to approval by the City Attorney as to form and legality.

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

THIS AGREEMENT, made and entered into this 28th day of September, 2021, 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 periods beginning October 1, 2021, through September 30, 2022 (FY22) and October 1, 2022 through September 30, 2023 (FY23). The COUNTY agrees to make payment in an amount totaling two million two hundred twenty-seven thousand one hundred forty-five dollars (\$2,227,145) 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 2, 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, 2021 and shall remain in effect until September 30, 2023.

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:

Lee Feldman, City Manager
City of Gainesville
P.O. Box 490, Station 6
Gainesville, FL 32627

Jesus Gomez, Transit Director
City of Gainesville
P.O. Box 490, Station 5

Gainesville, FL 32627

As to the COUNTY:

Michele Lieberman, County Manager
Alachua County
P.O. Box 5547
Gainesville, Florida 32627-5547

Chris Dawson, Transportation Planning Manager
Alachua County
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 base level and Route 75 transit service and there are no other 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 they have, contemporaneously with this Agreement, entered into an agreement for Pilot Age Based Fare Free Transit Service, and that the Pilot Age Based Fare Free Transit Service agreement is not the subject of this Agreement and constitutes a separate and distinct contract. 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.

The remainder of this page is intentionally left blank

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: 

Ken Cornell, Chair

APPROVED AS TO FORM:

DocuSigned by:


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Alachua County Attorney's Office

CITY OF GAINESVILLE

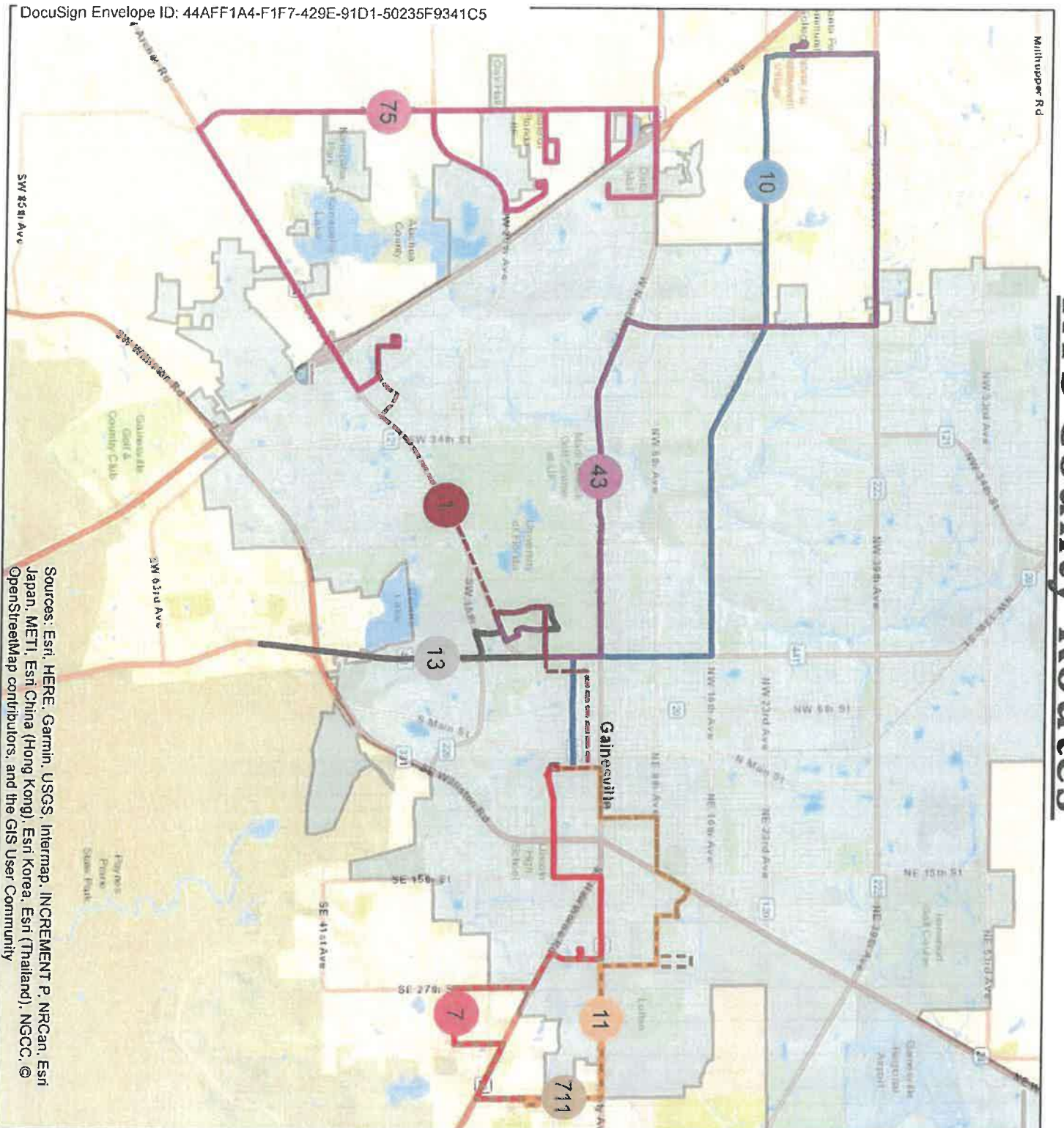
By: _____
Lee R. Feldman, City Manager

APPROVED AS TO FORM AND LEGALITY:

Gainesville City Attorney's Office

RTS County Routes

Exhibit A



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Exhibit B. County Fee Summary (FY 2022)**FY22 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	\$ 259,428	39.2%	\$ 101,696
10	Santa Fe – Downtown Station	7:00am-7:30pm	70	3,415	\$ 243,955	24.7%	\$ 60,257
11	Eastwood Meadows – Downtown Station	5:30am-8:00pm	30-60	6,009	\$ 429,259	11.9%	\$ 51,082
711	Eastside Circulator	8:00pm-11:00pm	60	770	\$ 54,999	21.1%	\$ 11,605
13	Beatty Towers – Cottage Grove	6:30am-6:30pm	30	3,224	\$ 230,358	31.2%	\$ 71,872
43	UF Health – Santa Fe	6:00am-7:30pm	30/85	6,881	\$ 491,807	33.5%	\$ 164,688
75	Oaks Mall – Butler Plaza	6:00am-10:15pm	35/53/105	11,394	\$ 813,952	69.4%	\$ 564,892
Total				35,324	\$ 2,523,557	33.0%	\$ 1,026,082

Cost = \$ 71.44 per hour

FY22 - 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	\$ 21,361	100.0%	\$ 21,361
Total				299	\$ 21,361	100.0%	\$ 21,361

Cost = \$ 71.44 per hour

FY22 - 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	\$ 5,793	100.0%	\$ 5,793
43	UF Health – Santa Fe	7:00am - 6:00pm	30/85	91	\$ 6,475	100.0%	\$ 6,475
75	Oaks Mall – Butler Plaza	7:00am - 6:00pm	35/53	93	\$ 6,618	69.4%	\$ 4,593
Total				264	\$ 18,887	89.8%	\$ 16,862

Cost = \$ 71.44 per hour

FY22 - 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	\$ 31,985	69.4%	\$ 22,198
Total				448	\$ 31,985	69.4%	\$ 22,198

Cost = \$ 71.44 per hour

Base Service = \$ 494,828

Route 75 = \$ 591,673

\$ 1,086,501

Exhibit B. County Fee Summary (FY 2023)**FY23 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	\$ 272,356	39.2%	\$ 106,763
10	Santa Fe – Downtown Station	7:00am-7:30pm	70	3,415	\$ 256,112	24.7%	\$ 63,260
11	Eastwood Meadows – Downtown Station	5:30am-8:00pm	30-60	6,009	\$ 450,650	11.9%	\$ 53,627
711	Eastside Circulator	8:00pm-11:00pm	60	770	\$ 67,740	21.1%	\$ 12,183
13	Beatty Towers – Cottage Grove	6:30am-6:30pm	30	3,224	\$ 241,837	31.2%	\$ 75,453
43	UF Health – Santa Fe	6:00am-7:30pm	30/85	6,881	\$ 516,105	33.5%	\$ 172,895
75	Oaks Mall – Butler Plaza	6:00am-10:15pm	35/53/105	11,394	\$ 854,513	69.4%	\$ 593,032
Total				35,324	\$ 2,649,311	33.0%	\$ 1,077,213

Cost = \$ 75.00 per hour

FY23 - 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	\$ 22,425	100.0%	\$ 22,425
Total				299	\$ 22,425	100.0%	\$ 22,425

Cost = \$ 75.00 per hour

FY23 - 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	\$ 6,082	100.0%	\$ 6,082
43	UF Health – Santa Fe	7:00am - 6:00pm	30/85	91	\$ 6,798	100.0%	\$ 6,798
75	Oaks Mall – Butler Plaza	7:00am - 6:00pm	35/53	93	\$ 6,948	69.4%	\$ 4,822
Total				264	\$ 19,828	89.8%	\$ 17,702

Cost = \$ 75.00 per hour

FY23 - 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	\$ 33,578	69.4%	\$ 23,304
Total				448	\$ 33,578	69.4%	\$ 23,304

Cost = \$ 75.00 per hour

Base Service = \$ 519,487

Route 75 = \$ 621,157

\$ 1,140,644

FY22-23 Contract = \$ 2,227,145