

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
ALACHUA COUNTY, FLORIDA AND THE METROPOLITAN TRANSPORTATION  
PLANNING ORGANIZATION (MTPO)FOR THE GAINESVILLE URBANIZED AREA, NO  
14958**

THIS INTERLOCAL AGREEMENT is made and entered by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida (the “County”) and the Metropolitan Transportation Planning Organization (MTPO), a special purpose governmental entity, by and through its Board . Hereafter, the County and the MTPO are collectively referred to as the Parties.

**WITNESSETH:**

**WHEREAS**, the County previously entered into an Agreement with Kittelson & Associates, Inc, dated July 8, 2024, to develop a Countywide Bicycle Pedestrian Master Plan for the County identified by NO. 14136 (the “Kittelson Agreement”)

**WHEREAS**, the MTPO has requested the County to amend the Kittelson Agreement to expand the Scope of Services for the Goals and Policies, and Network and Project development tasks; and

**WHEREAS**, the MTPO has allocated up to \$100,000.00 to fund the increased scope of the Kittelson Agreement; and

**WHEREAS**, the County has agreed to draft an amendment to the Kittelson Agreement to expand the scope: and

**WHEREAS**, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. **Effect of Recitals.** The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.
2. **Term** – After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section 16, below, and continue until the completion of the parties responsibilities contained herein unless replaced and superseded by another interlocal agreement. The Parties have the option to extend the Term of this Interlocal Agreement for additional periods, or such other period of time as mutually agreed upon by the Parties, under the same terms and conditions. All extensions shall be in writing, signed by both the MTPO and the County, and shall filed as provided in Section 16, below.
3. **Purpose and Limitation of Obligation** The purpose of this Interlocal Agreement is to:

- 3.1. Establish the responsibilities of the Parties in the increased funding of changes to scope of the Kittleson Agreement to expand the Goals and Policies, and Network and Project development tasks.
- 3.2. Recognize that the powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Parties.

4. **Tasks:**

4.1. County's responsibilities:

- 4.1.1. Amend to Kittleson Agreement to expand the scope of service, specifically expansion of the Goals and Policies, and Network and Project development tasks;
- 4.1.2. Continue to provide contract management for the Kittleson Agreement to ensure completion of all tasks to the benefit of the Parties.
- 4.1.3. Provide the MTPO monthly invoices based on the costs of the expanded scope required by the amended Kittleson Agreement

4.2. Metropolitan Transportation Planning Organization responsibilities:

- 4.2.1. Reimburse the County via monthly invoices for the expanded scope of the amended Kittleson Agreement, not to exceed a total of \$99,925.00.

5. **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 (3) 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 County and MTPO are:

County: Growth Management Director

With a copy to:  
County Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

Agency: Alachua County

MTPO: Interim Executive Director

10 SW 2<sup>nd</sup> Avenue  
Gainesville, FL 32601

Agency: Metropolitan Transportation Planning Organization (MTPO)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq., Clerk  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32602  
ATTN: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And to

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

6. **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.
7. **Assignment of Interest** Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Interlocal Agreement without prior written consent of the other party.
8. **Successors and Assigns.** The MTPO and the County each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.
9. **Third Party Beneficiaries.** This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
10. **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.
11. **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.
12. **Attachments.** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
13. **Amendments.** The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.
14. **Construction.** This Interlocal Agreement shall not be construed more strictly against one party than

against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Interlocal Agreement.

15. **Counterpart.** This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
16. **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.
17. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations..
18. **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.
19. **E-Verify.** Pursuant to F.S. §448.095, Contractor shall register and use the U.S. Department of Homeland Security’s E-Verify System to verify the work authorization status of all new employees hired by the Contractor during the term of this Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize such E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify System is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and Contractor (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Contractor is liable for any additional costs incurred by the County as a result of termination of this Agreement.

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**IN WITNESS WHEREOF**, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

METROPOLITAN TRANSPORTATION  
PLANNING ORGANIZATION (MTPO)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ken Cornell      Name:

Title: Chair, Board of County Commissioners

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

ATTEST

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

APPROVED AS TO FORM

APPROVED AS TO FORM

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Alachua County Attorney's Office

General Counsel