

**INTERLOCAL AGREEMENT CONCERNING  
THE PREPARATION AND FUNDING OF THE  
ALACHUA COUNTYWIDE BICYCLE-  
PEDESTRIAN MASTER PLAN**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, pursuant to the authority of Section 163.01, Florida Statutes, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”); the City of Gainesville, by and through its City Commission (“City”); and the University of Florida Board of Trustees (“UF”), a public body corporate of the State of Florida, 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.”

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.

**2. Effective Date, Duration, Amendments, and Withdrawal:**

- 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. Any party to this Agreement may withdraw from this Agreement by providing 30 calendar days’ written notice to the other Parties to this Agreement, providing, however, that any monies spent on this project up to that point will not be refundable to the Party withdrawing from the agreement.
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### 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: Alachua County, the City of Gainesville, and the University of Florida hereby mutually agree to fund the preparation of the Alachua Countywide Bicycle-Pedestrian Master Plan in the amounts specified, as follows:

i. Alachua County	\$ 40,000
ii. City of Gainesville	\$ 40,000
iii. University of Florida	<u>\$ 20,000</u>
iv. Total	\$100,000

Beginning with execution of the contract with a consultant, the County shall invoice the City and UF no less frequently than quarterly for their proportional share of invoices submitted by the Consultant, and City and UF agree to make payment within 30 calendar days of receipt of invoice.

### 5. Preparation:

- a. The County will engage 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. The County, the City, and UF hereby agree to participate in the Consultant selection process and contract negotiations, pursuant to the County’s selection and procurement requirements, with the final decision being made by the Alachua County Board of County Commissioners.

- b. The County, the City, and UF 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.
  - c. The County, the City, and UF agree to make available to the Consultant datasets and maps of bicycle and pedestrian facilities compiled and maintained by the County, the City, and UF.
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 County and City are:

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

County Project Manager:  
Alison Moss, AICP  
Senior Transportation Planner  
10 SW 2<sup>nd</sup> Ave, 3<sup>rd</sup> Floor  
Gainesville, FL 32601  
Email Address: amoss@alachuacounty.us

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

University of Florida:  
University of Florida Board of Trustees  
Vice President for Business Affairs  
University of Florida  
204 Tigert Hall  
P. O. Box 113100  
Gainesville, Florida 32611  
Email Address: curtrey@ufl.edu

University Project Manager:  
Linda Dixon, Director of Planning  
PO Box 115050  
Gainesville, Florida 32611  
Email Address: Ldixon@ufl.edu

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.

**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: \_\_\_\_\_  
Anna Prizzia, Chair

ATTEST:

CITY COMMISSION OF THE  
CITY OF GAINESVILLE

\_\_\_\_\_  
Omichele Gainey, Clerk of the Commission

BY: \_\_\_\_\_  
Harvey Ward, Mayor

ATTEST:

UNIVERSITY OF FLORIDA BOARD OF  
TRUSTEES

\_\_\_\_\_  
Deadra Harvey, Executive Assistant

BY: \_\_\_\_\_  
Curtis A. Reynolds, Vice President for Business  
Affairs

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney's Office

REVIEWED

\_\_\_\_\_  
Office of the General Counsel, University of  
Florida