

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
CONCERNING THE PUBLIC TRANSPORTATION SYSTEM**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this _____ Nineteenth _____ day of September _____, 2023, by and between the CITY OF OCALA, a Florida municipal corporation (“CITY”), MARION COUNTY, a political subdivision of the State of Florida (“COUNTY”), and the Ocala/Marion County Transportation Planning Organization, a public entity created by Interlocal Agreement and pursuant to Section 163.01, Florida Statutes (“TPO”).

WHEREAS, the provision of adequate and effective public transportation services is an existing and growing problem in Marion County; and

WHEREAS, the public transportation system, known as “SunTran,” began operation on December 15, 1998, and has continued to provide the community with public transportation service; and

WHEREAS, CITY and COUNTY are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of the local community.

WHEREAS, CITY and COUNTY have entered into that certain Interlocal Agreement dated April 15, 1997, and subsequently amended, and desire to enter into this Amended and Restated Interlocal Agreement to clarify the respective rights and responsibilities concerning the operation of SunTran for the benefit of their respective constituents.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. **PURPOSE OF THIS AGREEMENT.** The purpose of this Agreement is to provide for public transportation services within the area of Marion County designated in the Transit Development

Plan, as modified or amended, and to state the terms and conditions upon which cooperative funding shall be provided and an understanding between the Parties as to the manner in which the services will be provided.

2. **ESTABLISHMENT OF POLICY BOARD.** The City of Ocala City Council shall serve as the policy board for the public transportation system. The CITY shall be responsible for the establishment of all fares, service standards, rules, and regulations of the public transportation system. The CITY shall provide to the Ocala / Marion County TPO for their information and feedback an annual report in June of each year, which will include policies, strategies, ridership, operations, routes, coordination procedures, financial data, and other information pertinent to the public transportation system for the upcoming fiscal year.
3. **ESTABLISHMENT OF ADMINISTRATIVE AGENCY.** The CITY shall serve as the administrative agency for the public transportation system. The CITY shall provide public transportation by operating revenue vehicles over designated routes on a fixed schedule or designated areas as defined in the Transit Development Plan (TDP). CITY staff shall be responsible for the day-to-day administration and oversight of the service.
4. **CONTRACTUAL AUTHORITY FOR THE ADMINISTRATIVE AGENCY.** The CITY, as the system administrator shall be authorized to apply for and receive grants-in-aid or other assistance from the Federal Government and/or the State of Florida. Said grants or other assistance shall be used to carry out the purposes of this Interlocal Agreement. The CITY shall also receive any funds provided by local entities for the financial support of the public transit system as described in this Interlocal Agreement. The CITY is also authorized to enter into a management, operation, and maintenance contract with a private company to oversee the day-to-day operations of the public transportation system.
5. **CAPITAL AND OPERATIONAL CONTRIBUTIONS.** The CITY shall be authorized to acquire the physical equipment, motor vehicles, equipment, and facilities (i.e., buses, signage, bus stop furnishing, etc.) required to operate a public transportation system. The CITY shall be the legal

entity responsible for the operation and management of the public transportation system. Prior to March 1, 2024, the financial support for the purposes set forth in this Interlocal Agreement shall be borne by each of the Parties as follows: the CITY shall pay seventy-five percent (75%) and the COUNTY shall provide twenty-five percent (25%) of any local monies required for any grant related to capital and operation of the public transportation system, subject to annual appropriation. For all periods after March 1, 2024, the financial support for the purposes set forth in this Interlocal Agreement shall be determined each year as a percentage of the number of operating hours SunTran spends in either the CITY or COUNTY. The percentages between the CITY and COUNTY may vary from year to year based on service changes approved by the CITY and COUNTY identified in the current adopted TDP. Any service changes or amendments to the TDP shall be approved by the CITY and COUNTY before being submitted to the TPO. By March 1 of each year, the CITY shall present the project budget percentages to the TPO. Prior to submittal to the TPO, the CITY shall submit to the COUNTY a detailed accounting of the SunTran budget (revenue, including grants, and expenditures) and percentage breakdown of existing and proposed operating hours in the CITY and the COUNTY. By no later than March 30 each year, the percentages between the CITY and COUNTY shall be submitted to the Marion County's Clerk of the Courts and the City's Budget Office for review. By July 30 of each year, the CITY and COUNTY shall adopt resolutions committing to the requested local funding percentage. The adoption of the resolutions by the CITY and COUNTY shall serve as the formal local match request for the upcoming budgets. Local monies are defined as those necessary to match any State program (Block Grant, TRIP, CIGP, or other programs that may be established) or Federal program (Section 5305(d), 5307, 5309, or other programs that may be established). In addition, other necessary funds, capital or operating, not covered by any grant program or other financial assistance shall be the responsibility of the CITY and COUNTY in the same proportion as determined by the method described above. The funds for capital and operating costs shall be provided by the Parties to this Interlocal Agreement to the CITY on a quarterly basis, as invoiced by the CITY, and shall be reviewed on an annual basis or as needed.

All revenues derived from the operation of the transit system, including advertisement, shall be utilized to reduce the system's operating costs.

6. **TERM AND RENEWAL OF INTERLOCAL AGREEMENT.** The term of this Interlocal Agreement shall begin on September 21, 2023, and end on September 30, 2027. Before this Interlocal Agreement expires, the CITY, COUNTY, and Ocala / Marion County TPO shall review the terms and conditions to discuss amendment or renewal.
7. **TERMINATION.** Either party may terminate this Interlocal Agreement by providing written notice of intent to terminate to the other party and the TPO at least ninety (90) days prior to the end of the then current fiscal year; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination. In case of termination by either party, the transit system's administration, and the policy board's authority shall revert back to the TPO Governing Board. The effective date of any termination shall be the end of the then-current fiscal year, unless both parties agree to an alternative date of termination.
8. **TRANSFER OR DISPOSITION OF PROPERTY.** In the event of a transfer of administrative agency duties to another entity or agency, all property acquired pursuant to this Interlocal Agreement will transfer to the newly designated administrative agency. In the event of termination of the public transportation system, the disposition or distribution of any properties or monies acquired under the operation of this Agreement shall be on a proportionate rate basis, with the appropriate share to the Parties hereto being in direct proportion to each Party's contribution in the most recent fiscal year after required reimbursements to federal and/or state sources.
9. **AMENDMENT OF AGREEMENT.** Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.
10. **AGREEMENT EXECUTION; COUNTERPARTS.** This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute one and the same

instrument.

11. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by all parties and filing with the Marion County Clerk of Court.
12. **PARTIES NOT OBLIGATED TO THIRD PARTIES.** No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries of this Agreement.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

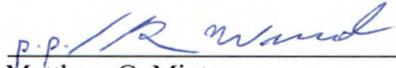
IN WITNESS WHEREOF, the undersigned parties have caused this Interlocal Agreement to be duly executed in their behalf on this 19 day of September, 2023.

MARION COUNTY

By: 
Craig Curry, Chairman

Attest: 
Gregory C. Harrell
Marion County Clerk of the Circuit Court

Approved as to form and legality:


Matthew G. Minter
County Attorney

CITY OF OCALA, a Florida municipal corporation

By: _____
James P. Hilty, Sr. City Council President

Attest: _____
Angel B. Jacobs, City Clerk

Approved as to form and legality:

William Sexton
City Attorney

Ocala/Marion County Transportation Planning Organization

By: 
Craig Curry, Chairperson

IN WITNESS WHEREOF, the undersigned parties have caused this Interlocal Agreement to be
duly executed in their behalf on this 26 day of September, 2023.

MARION COUNTY

By: _____
Craig Curry, Chairman

Attest: _____
Gregory C. Harrell
Marion County Clerk of the Circuit Court

Approved as to form and legality:

Matthew G. Minter
County Attorney

CITY OF OCALA, a Florida municipal corporation

By: James P. Hilly, Sr.
James P. Hilly, Sr. City Council President

Attest: Angel B. Jacobs
Angel B. Jacobs, City Clerk

Approved as to form and legality:

William Sexton
William Sexton
City Attorney

ACCEPTED BY CITY COUNCIL

September 19, 2023
DATE

OFFICE OF THE CITY CLERK

**Ocala/Marion County Transportation Planning
Organization**

By: _____
Craig Curry, Chairperson