

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF GAINESVILLE PERTAINING
TO THE PARKING GARAGE**

This Interlocal Agreement between Alachua County and the City of Gainesville Pertaining to the Parking Garage (“Agreement”) is entered into by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida (the “County”), and the CITY OF GAINESVILLE, a municipal corporation (the “City”). The County and the City will collectively be referred to herein as the “parties”.

WITNESSETH

WHEREAS, the parties hereto previously entered into an Interlocal Agreement Pertaining to the Judicial Complex, dated October 24, 2000 (the “Judicial Complex Agreement”), for the purpose of defining the terms and conditions of construction by the County of a Judicial Complex in the City, including an agreement for funding and construction of a parking facility owned by the City for juror parking and other parking to support the Complex (hereinafter the “parking garage”); and

WHEREAS, the parties entered into a First Amendment to the Judicial Complex Agreement, dated August 10, 2004; and a Second Amendment to Judicial Complex Agreement, dated September 9, 2015; and

WHEREAS, the parties have satisfied their obligations pertaining to construction of the Judicial Complex and financing of the parking garage; and

WHEREAS, the only remaining obligations of the parties regarding the Judicial Complex pertains to reservations of parking spaces in the parking garage; and

WHEREAS, the parties desire to terminate the Interlocal Judicial Complex Agreement, as amended, and to enter into a new interlocal agreement regarding the cooperation between the County and City pertaining to use of the parking garage; and

WHEREAS, the existing City parking garage was completed on January 2, 2005, containing a total of 855 spaces; and

WHEREAS, the City parking garage is crucial to the continued viability of downtown Gainesville government facilities and businesses, while also providing a significant asset for future downtown Gainesville economic development; and

WHEREAS, the parties desire to enter into an interlocal agreement in order to ensure the continued availability of parking in the vicinity of the Judicial Complex in a manner that protects the public’s interest while balancing the desire for future economic development of downtown Gainesville.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the County agree as follows:

1. **TERMINATION OF PRIOR AGREEMENT.**

The Interlocal Judicial Complex Agreement between the Parties dated October 24, 2000, as amended by the First and Second Amendments, is terminated as of the effective date of this Agreement.

2. **RESERVATION OF PARKING SPACES.**

The City agrees to make available 225 parking spaces (not dedicated or reserved) for the exclusive use of the County, at no charge to the County, on Mondays, Wednesdays, Thursdays and Fridays from the hours of 6 a.m. to 7 p.m., and on Tuesdays from 6 a.m. to 9 p.m., exclusive of County-recognized holidays occurring on a weekday (collectively referred to as the “County Reserved Times.”)

The County shall allocate use of the 225 spaces during the County Reserved Times first to provide necessary parking for jurors or other users of the Alachua County Judicial Complex, and then for County employees, County officials and attendees of County meetings, as determined by the County (collectively the “County Users”). The County shall be responsible for managing such use so that the total number of parking spaces occupied by County Users does not exceed 225 at any point during the County Reserved Times.

The County shall provide, or pay the City to provide, any validation equipment or supplies, access passes, vehicle decals or other documentation required by the City for use of the 225 spaces. The County shall be responsible for informing the County Users that parking for County Users in the parking garage is limited to 225 spaces.

The County’s failure to manage the allocation and actual use of the 225 spaces as required by this Agreement and cooperate with the City as needed to address operational issues created by the County Users shall be a default under the Agreement.

At all times other than the County Reserved Times, the City may rent the 225 spaces to any users on terms and rates as determined by the City.

3. **TERM.**

This Agreement shall become effective upon filing with the Clerk of the Circuit Court in Alachua County (“effective date”) and remain in effect until January 1, 2035, unless the parties agree otherwise by a written amendment to this Agreement. The County agrees to pay any associated recording cost for this Agreement.

4. PUBLIC RECORDS.

Each party shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the other party, copies of all public records regarding the subject of this Agreement which are in the possession of the party. All records stored electronically shall be provided to the requesting party in a format that is compatible with the information technology systems of the requesting party.

5. POINT OF CONTACT.

The day-to-day dealings between the County and the City regarding the terms of this Agreement shall be between the County Manager or designee and the City Manager, or designee.

6. NOTICES.

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and (1) delivered in person; (2) sent by certified, return receipt requested, United States Mail to the address below; or (3) sent by email to the email address, below, and the sender receives a read receipt or an acknowledgement that recipient has received the email (if the sender receives an automated message that the email has not been delivered, the email does not constitute notice). Each party may change its mailing address by giving the other party, written notice of election to change the address.

As to the CITY:

City Manager
City of Gainesville
P.O. Box 490 Station 6
Gainesville, FL 32627
E-mail: citymgr@gainesvillefl.gov

As to the COUNTY:

Alachua County Manager
12 SE 1 St
Gainesville, FL 32601
E-Mail: mliberman@alachuacounty.us

cc (via e-mail):

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

7. DEFAULT OF AGREEMENT.

This Agreement may be terminated upon the written agreement of both parties. If either party fails to comply and perform each and every covenant it has agreed to keep and perform under this Agreement, the other party may give the defaulting party notice of the default and provide the defaulting party with 30 days to correct the

default. If the default remains, the non-defaulting party may terminate this Agreement by sending a notice of termination. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the defaulting party.

8. INDEPENDENCE OF THE 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. This Agreement places no maintenance responsibility of the parking garage on the County. The City agrees to be responsible for lighting, cleaning, and erecting and maintain safety precautions in and about the parking garage. The City will notify the County Manager, without delay, of any known hazardous, unsafe, or destructive conditions on or about the parking garage, and regarding any City project(s) to re-construct or remodel the parking garage or its fixtures.

9. 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 either party or subdivision of the State of Florida (1) to be sued by third parties in any matter arising out of this Agreement or (2) as a waiver of sovereign immunity by either party beyond that in Section 768.28, Florida Statutes.

10. RIGHT TO REQUIRE PERFORMANCE.

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.

11. DISPUTES.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation of the City Manager and the County Manager, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation shall be in Alachua County, Florida. The parties shall engage in mediation prior to resorting to litigation.

12. 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 the Agreement will be interpreted according to the laws of the State of Florida.

13. SUCCESSORS AND ASSIGNS.

Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party. The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

14. SEVERABILITY.

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

15. ENTIRE CONTRACT.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings concerning the subject matter of the Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

16. COUNTERPARTS. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery and will bind the parties to the terms hereof.

17. ELECTRONIC SIGNATURES. The parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The parties further agree that this 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. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between Alachua County and the City of Gainesville Pertaining to the Parking Garage, on the respective dates beneath each signature.

ALACHUA COUNTY:

**BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA**

ATTEST:

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

J.K. Irby, Clerk

APPROVED AS TO FORM

(SEAL)

Alachua County Attorney

CITY OF GAINESVILLE:

CITY OF GAINESVILLE, FLORIDA

By: _____
Harvey L. Ward, Jr., Mayor
City of Gainesville
Date: _____

ATTEST:

Kristen J. Bryant, Interim City Clerk

APPROVED AS TO FORM AND LEGALITY

(SEAL)

Daniel M. Nee, City of Gainesville Attorney