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File #:	040001	Version: 0	Name:	Amendments to Downtown Parking Garage Agreements (B)
Type:	Discussion Item		Status:	Passed
File created:	5/24/2004		In control:	City Commission
On agenda:			Final action:	5/24/2004
Title:	Amendments to Downtown Parking Garage Agreements (B)			

[History \(1\)](#) [Text](#)

Title
Amendments to Downtown Parking Garage Agreements (B)

Explanation

On October 24, 2000, the City and Alachua County entered into an Interlocal Agreement to provide for the construction of the Alachua County Judicial Complex and a nearby parking garage in downtown Gainesville. The Interlocal Agreement requires the City to provide free parking for jurors in a new parking garage to be constructed near the Judicial Complex. On December 1, 2003, the City acquired property from Kenneth R. McGurn and Linda C. McGurn to construct the parking garage. As part of the consideration for acquiring property, the City and McGurn entered into a License Agreement providing for McGurn's use of some of the spaces in the parking garage.

Since the parking garage was not completed at the time the Judicial Complex was opened to the public, Alachua County requested that the City amend the Interlocal Agreement in order to recognize the interim parking arrangements for jurors and to provide other clarifications concerning the parking arrangements. City and County representatives met on March 3, 2004 to discuss the County's request. The County specifically requested that the obligation for free juror parking be increased from 112 spaces to 200 spaces. As a compromise, City and County staffs agreed to recommend an amendment to the Interlocal Agreement that would provide up to 200 juror parking spaces on any day, not to exceed 560 parking spaces in a week (112 spaces x 5 days). This change should accommodate the County's needs in that the largest number of jurors is usually restricted to one day per week.

Since the City has an Agreement with McGurn that could be impacted by a change in the Interlocal Agreement with the County, an amendment to the License Agreement for Use of Parking Garage is also necessary prior to amending the Interlocal Agreement with the County. The proposed First Amendment to the License Agreement for Use of Parking Garage with McGurn incorporates the changed language from the proposed First Amendment to the Interlocal Agreement with Alachua County.

Fiscal Note

Increasing the number of free juror spaces on a particular day could have a monetary impact on the generated for the City from the parking garage. City staff anticipates the impact will be minimal.

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The City Commission: 1) Approve and authorize the Mayor to execute the First Amendment to the Interlocal Agreement Between Alachua County and the City of Gainesville Pertaining to the Judicial Complex; and 2) authorize the City Manager to execute the First Amendment to the License Agreement for Use of Parking Garage with Kenneth R. McGurn and Linda C. McGurn.

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INTERLOCAL AGREEMENT PERTAINING TO THE JUDICIAL COMPLEX

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
DATE RECEIPT #033586

THIS AGREEMENT, made and entered into this 24th day of October, 2000, by and between the City of Gainesville, Florida, a municipal corporation of the State of Florida, (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 Alachua County Judicial Complex (criminal court services facility, including offices for the State Attorney and the Public Defender), hereinafter referred to as "Judicial Complex".

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to enter into agreements with each other to make the most efficient use of their powers and to provide services and facilities that meet the needs of the local community; and,

WHEREAS, Florida law requires the COUNTY to provide for space for judicial services in the County; and,

WHEREAS, the COUNTY has engaged in a comprehensive process to identify a location for a Judicial Complex to serve the needs of the entire population of the County; and,

WHEREAS, the COUNTY desires to locate the Judicial Complex in the downtown area of the City of Gainesville; and,

WHEREAS, the CITY, because of the many benefits that will inure to its citizens, desires that the COUNTY build the Judicial Complex in the downtown area of the City of Gainesville; and,

WHEREAS, in order to build the Judicial Complex in the downtown area of the City of Gainesville, the COUNTY needs the assistance of the CITY; and,

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WHEREAS, the COUNTY requested that the CITY enter into an Interlocal Agreement regarding the construction of the Judicial Complex at a location in the downtown area of the City of Gainesville.

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 that:

ARTICLE I

PURPOSE

It is the purpose and intent of this Agreement to define the terms and conditions of the COUNTY's construction of a Judicial Complex in "downtown Gainesville". For purposes of this Agreement, the term "downtown Gainesville" means all property within the City of Gainesville with the zoning classification of "Central City District". The County's preference is to construct the Judicial Complex on a six (6) block area bounded on the east by South Main Street, on the north by S.W. 2nd Avenue, on the south by S.W. 4th Avenue, and on the west by S.W. 2nd Street (hereinafter the "County's preferred property"). This Agreement is intended to:

1. Provide the CITY with the certainty that the COUNTY will construct the Judicial Complex in the downtown area of Gainesville so as to support the redevelopment of downtown Gainesville.
2. Identify the COUNTY's obligations relating to the construction and use of the Judicial Complex.
3. Identify the contributions that the CITY will provide to facilitate the construction of the Judicial Complex.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose of this Agreement.

ARTICLE II

COUNTY OBLIGATIONS

1. The COUNTY shall acquire the real property identified in Article I, above, and construct thereon a Judicial Complex. The COUNTY will pay for the cost of site preparation, construction and operation of the Judicial Complex.
2. The COUNTY will provide funding for a 20 year lease agreement with the City and lease at a rate of \$5.00 per juror-parking space per day or \$69,888 per year, whichever is greater, parking spaces for jurors in a parking facility or facilities constructed by the CITY on property located in close proximity to the Judicial Complex. Provided, however, if the local government infrastructure surtax referred to in Article III, Section 5, is approved by electors, the CITY shall provide juror parking spaces at no costs to jurors or the County for a period of 20 years.
3. The COUNTY agrees to provide the City the right to ongoing review and input pertaining to the site and master plan, the exterior architectural features, and exterior appearance of the Judicial Complex in addition to the normal development review requirements of the City's Land Development Code.
4. The COUNTY agrees to develop the Judicial Complex as a planned development under the City's Land Development Code, and will submit an application for rezoning to planned development on or before January 1, 2002.
5. The COUNTY agrees to pursue any cleanup or mitigation of environmental contamination of the property identified in Article I, above, as appropriate.
6. As part of the development of the Judicial Complex, the County may construct and operate its own stormwater treatment facilities to handle the surface water runoff as provided by the City's Land Development Code. The County acknowledges that the City is planning to

construct and operate a Master Stormwater Park (the "Park") that will be designed to accommodate the surface water runoff from the judicial complex. The County has the option of using the Park for such purposes provided the County pays its proportional share of the operating and construction costs on the same basis and in the same manner as other properties using the Park in the downtown areas. In the event the Park is not available when the judicial complex, or any phase, is completed, then the County may construct interim basins until the Park is completed. The judicial complex is subject to the service fees charged by the City for stormwater management services as otherwise provided in the City's Code of Ordinances.

ARTICLE III

CITY OBLIGATIONS

The CITY shall use its best efforts to vacate and close the portion of S.W. 1st Street from S.W. 2nd Avenue to S.W. 4th Avenue and both S.W. 3rd Avenue and S.W. 2nd Place from South Main Street to S.W. 2nd Street on a phased schedule coordinated with the development of the Judicial Complex, and to the extent required for the Complex. The CITY shall retain utility and drainage easements over, under, across, and through the vacated right-of-way. The exact location of the easements shall be determined at the time of site plan approval of the Judicial Complex.

2. If the County constructs the Judicial Complex on the County's preferred property as described in Article I, then the CITY shall convey to the County for one dollar (\$1.00) that parcel identified by the following legal description:

Block Number Two (2), in Range Number One (1), according to the original survey of the Town (now City) of Gainesville, Florida, as per map thereof recorded upon the public records of Alachua County Florida, at page 383 of Deed Book "H".

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The conveyance will be by special warranty deed. The deed will contain a restrictive covenant limiting the use of the property as a part of the Judicial Complex, and a reverter clause that provides that the property will automatically revert to the City if construction of the Judicial Complex is not commenced on or before January 1, 2005, and if the property is not used as a judicial complex.

3. The CITY will construct a parking facility or facilities with a minimum of 375 parking spaces at a location in close proximity to the Judicial Complex and make available on a daily basis from 7:00 a.m. to 6:00 p.m., excluding Saturdays, Sundays and holidays, 112 spaces for use by jurors, under the terms provided in Article II, paragraph 2. The remaining 263 spaces will be made available by the CITY to the general public for rental on terms and rates as determined by the City. The CITY agrees to negotiate a reduction in the number of juror-provided spaces if data documents that a portion of the jurors are using the Regional Transit System to travel to the judicial complex as long as the amount due the City in Article II, paragraph 2, is not reduced or changed.

4. The CITY and COUNTY acknowledge that the City may vary the City of Gainesville Special Area Plan for the Traditional City to allow the County to set back from perimeter streets the distance required by the standards to ensure that the Judicial Complex is secure, as may be recommended by an architect retained by the COUNTY who is an expert on courthouse security measures, provided the COUNTY submits a petition to rezone the property to planned development as provided in Article II Paragraph 4 of this Agreement.

5. The CITY agrees to approve an interlocal agreement with the County on or before November 1, 2000, pursuant to Section 212.055, Florida Statutes, to provide for the distribution of the proceeds of the levy of a one-cent (1¢) for one (1) year local government infrastructure surtax if the levy of the surtax is approved by a majority of the electors in the County voting on a

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referendum on the surtax. The Interlocal Agreement will be substantially in the form attached hereto as Exhibit "A" and shall provide that the proceeds will be used to acquire and construct a Judicial Complex and parking facility or facilities in downtown Gainesville. The County agrees to pay the City from the proceeds of the surtax \$458,333.33 per month commencing no later than 30 days after the date Alachua County receives the first payment from the Florida Department of Revenue, and continuing each month thereafter until the amount reaches the sum of 5.5 million dollars. In the event any monthly payment due the City is more than 30 days late, the County agrees to pay the City interest on any amount then owing the statutory rate of interest as provided in § 55.03, F.S. (2000). This paragraph shall survive the termination of this agreement.

6. The CITY agrees to pursue any cleanup or mitigation of environmental contamination of the property on which the City's parking facility or facilities is constructed, as appropriate.

ARTICLE IV

TERM OF AGREEMENT

1. This Agreement shall become effective on the date signed by the last party to sign and shall remain in effect until terminated by completion of construction of the Judicial Complex by the County and completion of construction of the parking facility or facilities by the City and execution of a lease agreement between the City and County for the juror parking spaces, or as otherwise provided in this Agreement.

2. Any provision to the contrary notwithstanding, the County may terminate this agreement on or before January 31, 2001, if the total acquisition costs for the County's preferred property identified in Article I exceed the County's planned budget allocated for acquisition expenses. In the event the County terminates the agreement on this basis, the parties will be relieved of its obligations under this agreement. Thereupon, the County agrees to immediately

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negotiate a substitute agreement with the City for locating the judicial complex in another location of adequate size in downtown Gainesville.

ARTICLE V

MISCELLANEOUS

1. 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.

2. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

As to the CITY:

City Manager
City of Gainesville
P.O. Box 490, Station 7
Gainesville, FL 32602

As to the COUNTY:

County Manager
Post Office Box 2877
Gainesville, FL 32602-2877

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time-to-time by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

3. **DEFAULT OF AGREEMENT**

If either party fails to keep and perform each and every covenant it has agreed to keep and perform, the other party, after giving the defaulting party notice of the default and 30 days to correct the default, and the default remains, may terminate this agreement.

4. **INDEPENDENCE OF AGREEMENT**

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.

5. **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.

6. **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.

7. 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 5th Judicial Circuit of the State of Florida and the Agreement will be interpreted according to the laws of the State of Florida.

8. 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 other provisions shall not be affected but shall remain in full force and effect.

9. ENTIRE CONTRACT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no 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 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 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.

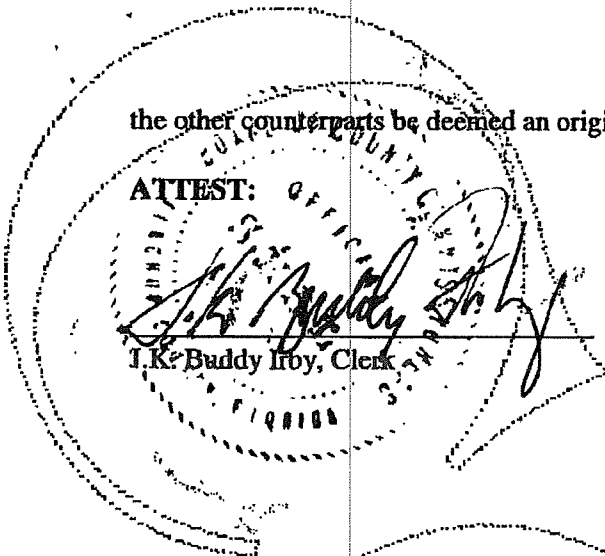
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written in three (3) counterparts, each of which shall without proof or accounting for

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the other counterparts be deemed an original contract.

ATTEST:

ALACHUA COUNTY, FLORIDA



J.K. Buddy Iroy, Clerk

By: Penelope Wheat
Penelope Wheat, Chair
Board of County Commissioners

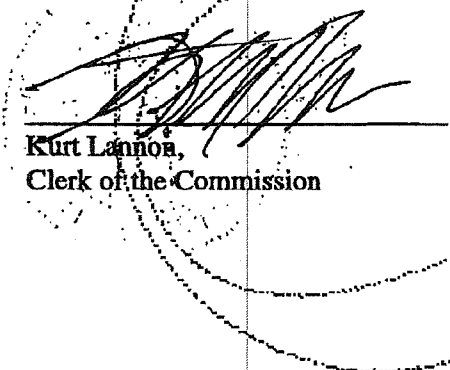
APPROVED AS TO FORM

D. Wagner

Alachua County Attorney's Office

ATTEST:

CITY OF GAINESVILLE



Kurt Lannon,
Clerk of the Commission

By: Paula M. DeLaney
Paula M. DeLaney, Mayor

APPROVED AS TO FORM AND LEGALITY

[Signature]

Gainesville City Attorney's Office

OCT 25 2000