



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF GAINESVILLE PERTAINING
TO THE JUDICIAL COMPLEX**

This Second Amendment to the Interlocal Agreement between Alachua County and the City of Gainesville Pertaining to the Judicial Complex, (the "Second Amendment") 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").

WITNESSETH

WHEREAS, the parties hereto have previously entered into an Interlocal Agreement, dated October 24, 2000, and a First Amendment to Interlocal Agreement, dated August 10, 2004, to provide for parking in the vicinity of the judicial complex; 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 amend the 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 Agreement is hereby amended as follows:

1. Article III, City Obligations, Paragraph 3, is hereby deleted and the following shall be inserted in its place:

3. The City, on January 2, 2005, completed construction of its 855-space parking facility located in close proximity to the Judicial Complex. The City agrees to provide 225 parking spaces, which shall be located on a combination of the 2nd and 3rd floors of the garage for use by the County pursuant to this Second Amendment. The City shall make such spaces available 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 may 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 City shall provide appropriate signage or other visible markings to identify the 225 spaces reserved for County Users 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 they may only park in the 225 marked spaces. County users who do not use the marked spaces within the garage may be ticketed or towed.

The County's failure to manage the allocation and actual use of the 225 spaces as required by this Second Amendment 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.

2. Article III, City Obligations, Paragraph 7, is hereby deleted and following shall be inserted in its place: 7. Remaining funds. The City holds approximately \$8,000 remaining from the local government infrastructure sales tax proceeds distributed by the County to the City. The County agrees the City may expend those funds as deemed necessary by the City for Garage maintenance.
3. Article IV, Term of the Agreement, is Section 1 is hereby deleted and the following shall be inserted in its place:
 1. This Agreement is effective on October 24, 2000, and shall remain in effect until terminated pursuant to Article V, Paragraph 3, or until January 1, 2035.
4. Article V, Miscellaneous, paragraph 10. Return of Funds. is hereby deleted.
5. Except as expressly amended herein, all other terms and provisions of the original Agreement between the parties, dated October 24, 2000, and First Amendment dated August 10, 2004, shall be and remain in full force and effect.


6. Should there be any conflict between the terms of the Agreement, the First Amendment and this Second Amendment, the terms of this Second Amendment shall govern.
7. This Second Amendment shall be effective upon the date of execution of all parties.


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

ALACHUA COUNTY:

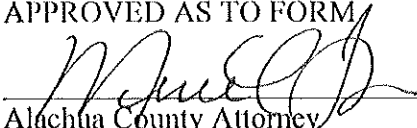
BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: 
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: August 20, 2015


J.K. Irby, Clerk

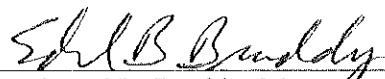
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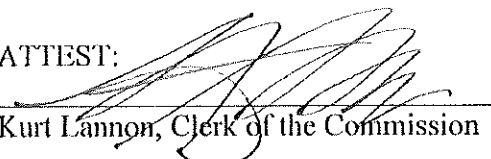
APPROVED AS TO FORM

Alachua County Attorney

CITY OF GAINESVILLE:

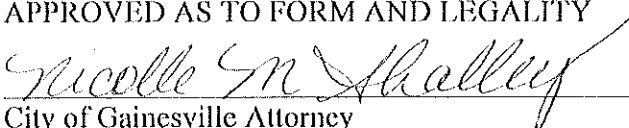
CITY OF GAINESVILLE, FLORIDA

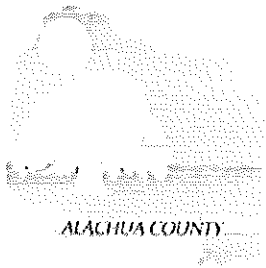
ATTEST:

By: 
Edward B. Braddy, Mayor
City of Gainesville
Date: 9-9-2015


Kurt Lannon, Clerk of the Commission

(SEAL)

APPROVED AS TO FORM AND LEGALITY

City of Gainesville Attorney



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John Valinski, CGFM
John D. Johnson

Director
Senior Financial Management Analyst
Grants/Contracts Coordinator

August 31, 2004

MEMORANDUM

To: David Wagner
County Attorney

From: John Johnson, Grants & Contracts Coordinator
Office of Management & Budget *jcp*

Subject: **Grants/Contracts Approved by the Board of County Commissioners
on August 10, 2004**

Enclosed please find a fully-executed original of the document referenced below which was approved by the Board on the date referenced above.

GAINESVILLE, CITY OF

First Amendment to the Interlocal Agreement pertaining to the Judicial Complex

Term: October 24, 2000 until terminated

(or 20 years from the date the construction of the parking facility is completed.)

Amount: N/A Account: N/A

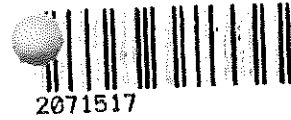
Please forward this to the City and keep a copy for your files. The County's original is being recorded. Thank you for your assistance.

Enclosure

cc: OMB
Finance & Accounting
Randall Reid, County Manager

JDJ/jcp





**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF GAINESVILLE
PERTAINING TO THE JUDICIAL COMPLEX**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT PERTAINING TO THE JUDICIAL COMPLEX, made and entered into this 10 day of August, A.D., 2004, by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County", and the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, Alachua County and the City of Gainesville entered into an interlocal agreement dated 24th day of October, 2000, to provide for the construction of the Alachua County Judicial Complex in downtown Gainesville and parking facility or facilities in the vicinity of the judicial complex; and

WHEREAS, the electors of Alachua County approved a referendum in March 2001 to impose a one percent sales tax for one year to acquire land and construct the judicial complex and related parking facilities in a location in close proximity to the judicial complex in downtown Gainesville; and

WHEREAS, Alachua County commenced construction of the judicial complex on November 7, 2001, and substantially completed construction of the judicial complex on September 8, 2003; and

WHEREAS, the City of Gainesville desires to construct a parking garage on property purchased from Kenneth and Linda McGurn at a location in the vicinity of the judicial complex; and

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK10 Rec'd 10/20/04

WHEREAS, the parking garage the City will construct may provide for space on the first floor for office and retail uses; and

WHEREAS, the parties agree to amend the interlocal agreement to change the description of the parking facility, the date the parking garage is expected to be completed and to provide for interim parking for jurors between the opening of the judicial complex and the completion of the parking complex.

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 as follows:

1. Article III, City Obligations, paragraph 3, is amended to read in its entirety:
 3. The CITY will construct a parking facility or facilities with a minimum of 375 parking spaces at a location, as described in Exhibit B, attached hereto and made a part hereof as if set forth in full, 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, spaces for use by jurors, under the terms provided in Article II, paragraph 2. The CITY agrees to provide five hundred sixty (560) parking spaces for jurors during each five day week (when legal holidays result in a week of less than five days, the juror parking commitment will be adjusted to 112 times of the number of days, excluding Saturdays, Sundays, and holidays remaining in the week), provided, however, the CITY is not required to provide more than two hundred (200) parking spaces on any one weekday. The remaining spaces of the 375 space

commitment not designated for jurors will be made available by the CITY to the general public for rental on terms and rates as determined by the CITY. The CITY will complete construction of its parking facility by July 1, 2005. This date may be extended due to acts of nature or site development or construction problems that the CITY could not have foreseen by the exercise of a reasonable degree of care and diligence. Effective January 5, 2004, on a daily basis from 7:00 a.m. to 6:00 p.m, excluding Saturdays, Sundays and holidays, 112 spaces exclusively for use by jurors will be provided in the City's Parking Lot 10 (Tax Parcel 14574) and Lot 13 (Tax Parcel 14608) by the CITY and/or its licensee. If any additional spaces are needed to bring the total spaces available for juror parking to at least 112 spaces then the CITY or its licensee shall provide the additional spaces on properties in locations near to the Judicial Complex. When said spaces are not needed for juror parking, the CITY, or its licensee, shall be entitled to collect whatever revenue possible after coordination with the Clerk of Court. Use of Lot 10 and Lot 13, as described herein, shall cease when juror spaces are made available in the parking facility or facilities. 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.

2. Article III, City Obligations, Paragraph 7, is added as follows:
 7. Financial Accounting. The City agrees to provide the County an annual accounting of the use of local government infrastructure sales tax revenues distributed by the County to the City pursuant to this agreement. The initial accounting will be due on the first day of the month after the date of the First Amendment and annual accountings shall be provided on the same date each year thereafter until all sales tax revenue and interest have been expended or the parking facility project is completed.
3. Article IV, Term of Agreement, is amended in its entirety to read:

This Agreement is effective on October 24, 2000, and shall remain in effect until terminated pursuant to paragraph 3, Article V, herein or until twenty (20) years from the date the construction of the parking facility is completed.
4. Article V, Miscellaneous, paragraph 10, is added as follows:
 10. Return of Funds. The CITY agrees to budget and appropriate funds to pay the COUNTY any portion of the local government infrastructure surtax revenues that is not expended for the purposes described in Article III, paragraph 3, herein, without the requirement of any demand or notice by the County; provided, however, the City obligation does not constitute a pledge or commitment of ad-valorem tax revenues. The City may refund improperly spent surtax revenues from legally available revenue sources other than non-ad-valorem tax revenues.

SAVE AND EXCEPT as expressly amended herein, all other terms and provisions of the original Interlocal Agreement between the parties, dated October 24, 2000, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: *Mike Byerly* Vice Chair
for Mike Byerly, Chair
Board of County Commissioners

ATTEST:

J. K. "Buddy" Irby
for J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

D. Wagner
Alachua County Attorney

CITY OF GAINESVILLE

By: *Peggen Hanrahan*
Peggen Hanrahan, Mayor

ATTEST:

Kurt Lannon
Kurt Lannon, Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

[Signature]
Gainesville City Attorney

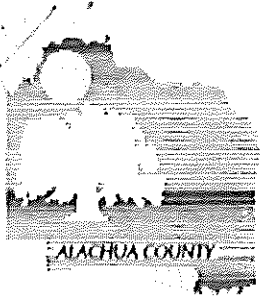
MAY 7 5 2004

INSTRUMENT = 2014517
6 PGS

EXHIBIT "B"

Fee Parcel

Commence at a found drill hole in concrete sidewalk marking the East right-of-way line for S.W. 3rd Street and the Southwest corner of that parcel as described in Official Record Book 1882, page 2143 of the Public Records of Alachua County, Florida and the point of beginning; thence along the South line of said parcel North 89°26'04" East a distance of 372.24 feet to a 5/8" rebar & cap (Brown) marking the intersection with the Westerly right-of-way line of S.W. 2nd Street; thence along said Westerly right-of-way line North 00°54'22" West a distance of 204.00 feet to a point marking a line parallel with and 204 feet North from the South line of said parcel; thence along said parallel line South 89°26'04" West a distance of 372.93 feet to a point marking the intersection with the Easterly right-of-way line of S.W. 3rd Street; thence along said Easterly right-of-way line South 01°06'00" East a distance of 204.01 feet to the point of beginning. Containing 1.75 acres, more or less.



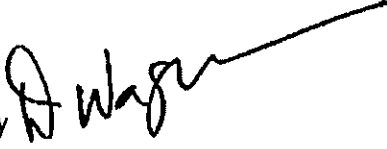
ALACHUA COUNTY
OFFICE OF THE COUNTY ATTORNEY

P.O. Box 2877 Gainesville, Florida 32602-2877
Tel. (352) 374-5218 Fax (352) 374-5216 Suncom 651-5218
Home Page: www.co.alachua.fl.us
David W. Wagner, County Attorney

Board of County Commissioners

MEMORANDUM

TO: Randall Reid, County Manager

FROM: David W. Wagner, County Attorney 

DATE: June 18, 2004

SUBJECT: *First Amendment to Interlocal Agreement Between Alachua County and the City of Gainesville Pertaining to the Judicial Complex (Parking Garage)*

I have reviewed the interlocal agreement provided to the County by the City of Gainesville. The originals have been sent to the budget office and a copy of the agreement is attached.

As the first amendment is in accordance with the discussions we had with City staff, I recommend you place the amendment on the next available agenda for the Board of County Commissioners to approve the first amendment and authorize the Chair to sign the original documents.

DWW:ceh

xc: All Members, Board of County Commissioners

RECEIVED

JUN 25 2004

COUNTY MANAGER'S OFFICE





CITY OF GAINESVILLE

Office of the City Manager

June 9, 2004

Mr. Randall H. Reid
County Manager
Alachua County
Post Office Box 2877
Gainesville, Florida 32602-2877

Dear Randy:

On May 24, 2004, the City Commission approved the First Amendment to Interlocal Agreement Between Alachua County and the City of Gainesville Pertaining to the Judicial Complex. This Amendment incorporates changes requested by Alachua County to recognize operational changes in the arrangements for juror parking.

I have enclosed two (2) originals of the Amendment, which have been executed by the appropriate City officials. Please date the Amendments when signed by the appropriate County officials and return one of the Amendments to me for the City files.

The City staff looks forward to working with you as the City completes the parking garage portion of the Judicial Complex project.

Sincerely,

Wayne Bowers
City Manager

WB/rs

Enclosures

P.O. Box 490 • Gainesville, FL 32602-0490
(352) 334-5010 • FAX (352) 334-3119

RECEIVED

JUN 09 2004

COUNTY MANAGER'S OFFICE

[Sign In](#)

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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.