

**LICENSE AGREEMENT BETWEEN
ALACHUA COUNTY AND THE STATE ATTORNEY, EIGHTH JUDICIAL CIRCUIT
FOR PARKING SPACE ACCESS, NO. 14506**

This License Agreement (“Agreement”) is entered into by and between Alachua County, a charter county and political subdivision of the State of Florida (the “County”), and Brian Kramer, as the State Attorney of the Eighth Judicial Circuit of Florida (the “SAO”). The County and the SAO will collectively be referred to herein as the “Parties”.

WITNESSETH

WHEREAS, the County is the owner of the real properties located on University Avenue in downtown Gainesville, Alachua County, Florida, identified by Parcel ID #14610-000-000 and Parcel ID #14609-000-000 (collectively, herein referred to herein as the “Property”); and

WHEREAS, other than a small building located on the north side of Parcel ID #14610-000-000, the Property is currently primarily used as a parking lot; and

WHEREAS, the SAO has requested dedicated spaces in the parking lot on the Property for use by the Office of the State Attorney; and

WHEREAS, the County has determined that there is sufficient space in the parking lot on the Property to dedicate the requested spaces; and

WHEREAS, this Agreement will benefit both Parties and will serve of public purpose of addressing parking needs for both the County and the SAO in the downtown Gainesville.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agrees as follows:

1. AGREEMENT.

- a) In accordance with the terms of this Agreement, the County hereby grants to the SAO a revocable license to enter and use the Property for purpose of parking vehicles. The Parties agree that the County will dedicate and make available to the SAO, at no charge, 18 parking spaces for the exclusive use of the SAO, as described on the attached **Exhibit “1”** which is incorporated herein, (referred to as the “SAO Reserved Spaces.”) during the hours of 6 a.m. to 7 p.m. The SAO will issue, a no cost to the County, decal stickers, or some other clearly visual authorization method agreed to by the County, to individuals that are authorized by the SAO to use the SAO Reserved Spaces. This will notify County staff who is authorized by the SAO to park in the SAO Reserved Spaces.
- b) The Parties agree that the County will retain 15 dedicated spaces for Alachua County’s use in the parking lot on the Property. The County will provide a

dashboard decal, or some other clearly visual authorization, for County employees who are authorized to park in those 15 spaces.

- c) The Parties agree that per a separate agreement that 2 spaces have been dedicated to another party for use related to the small on-site building on the Property.
- d) The County will be responsible for lighting, cleaning, and erecting and maintain safety precautions in and about the Property.
- e) The SAO will not install any improvements or signage on the Property without prior approval of the County. The SAO shall have no authority to create any lien or permit any lien to attach to the Property.
- f) The SAO will notify the County of any hazardous, unsafe, vandalism, or destructive conditions on or about the parking lot or the Property.
- g) The SAO will notify the County at least 24 hours in advance if they need to use any County dedicated spaces and how long the use of such is needed (i.e. for the purpose of large jury trials, etc).

2. TERM. This Agreement shall become effective upon execution by the last party to sign (“effective date”) and remain in effect until terminated by either Party.

3. 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.

4. 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. The day-to-day dealings between the County and the SAO regarding the terms of this Agreement shall be between the County Manager or designee and the SAO’s designee.

As to the SOA:

OFFICE OF THE STATE ATTORNEY,
EIGHTH JUDICIAL CIRCUIT:
120 West University Avenue
Gainesville, FL 32601

As to the COUNTY:

Alachua County Manager
12 SE 1 St
Gainesville, FL 32601

cc (via e-mail): Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

5. TERMINATION. This Agreement may be terminated upon the written agreement of both Parties or upon 30 days written notice from the terminating Party to the other Party. If either Party defaults under this Agreement, the other Party may give the defaulting party notice of the default and provide the defaulting party with 10 business days to correct the default. If the default remains, the non-defaulting party may terminate this Agreement by sending a notice of termination. The County Manager is authorized to provide notice of default and notice of termination on behalf of the County. 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. Upon termination, the SAO will remove or will direct its employees or agents to move vehicles from the Property.

4. 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 SAO as an Agent, or Representative of the County for any purpose whatsoever. This Agreement places no maintenance responsibility of the parking lot on the SAO.

5. LIABILITY AND INSURANCE. The County and SAO 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 (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. Each party represents that they are self-funded or self-insured. Each party agrees to assume any and all risks, including but not limited to personal injury, death, property damage, and destruction.

6. VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any legal action necessary to enforce this Agreement will be in a court of competent jurisdiction in and for Alachua County, Florida.

7. 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 SAO 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.

8. 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.

9. ENTIRE AGREEMENT. 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.

10. 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.

11. 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 an 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.

12. NON-EXCLUSIVE. The Parties agree that the rights granted under this Agreement with respect to the Property are nonexclusive and the County reserves the right to grant privileges to others regarding the Property.

IN WITNESS WHEREOF, the Parties hereto have made and executed this License Agreement on the respective dates beneath each signature.

ALACHUA COUNTY:

ATTEST:

Charles S. Chestnut, IV, Chair
Board of County Commissioners
Date: _____

J.K. Irby, Clerk

APPROVED AS TO FORM

(SEAL)

Alachua County Attorney

**STATE ATTORNEY
EIGHTH JUDICIAL CIRCUIT COURT OF
FLORIDA**

By: Brian S. Kramer
Brian Kramer, State Attorney
Date: January 15, 2025