

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1916745 10 P58

INTERLOCAL AGREEMENT PERTAINING TO THE JUDICIAL COMPLEX

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
DATE RECORDED 05/23/06

THIS AGREEMENT, made and entered into this 24th day of

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 153.01, 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. 3rd 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.

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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 \$69,388 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 cost 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

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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 5:00 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 elections in the County voting on a

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referendum on the subject. 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.

c. 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 joint 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 450, 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 herein, 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 758.23, 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 to require to enforce same. Nor shall waiver by either party of any breach of any provision hereof be deemed or held to be a waiver of any succeeding breach of such provision or as a waiver of this provision itself.

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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

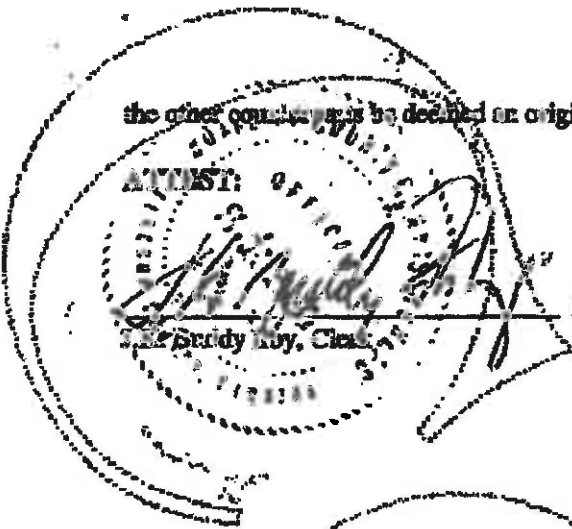
This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that 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 copy is to be deemed an original contract.



ALACHUA COUNTY, FLORIDA

ATTEST:

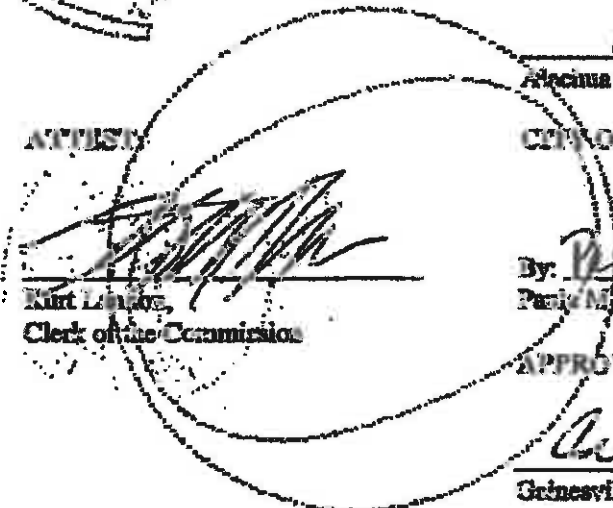
By: Penelope Wheat
Penelope Wheat, Chair
Board of County Commissioners

APPROVED AS TO FORM

D. Wagner
Alachua County Attorney's Office

CITY OF GAINESVILLE

ATTEST:



By: Paul M. DeLoach
Paul M. DeLoach, Mayor

APPROVED AS TO FORM AND LEGALITY

[Signature]
Gainesville City Attorney's Office

OCT 25 2000

**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

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*
Mike Byerly, Chair
Board of County Commissioners

ATTEST:
J. K. "Buddy" Irby, DC.
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

D. Wagner
Alachua County Attorney

CITY OF GAINESVILLE

By: *Pegeen Hanrahan*
Pegeen Hanrahan, Mayor

ATTEST:
Kurt Lannon
Kurt Lannon, Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

[Signature]
Gainesville City Attorney

MAY 25 2004

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.