

**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:



J.K. Irby, Clerk

(SEAL)

By: 

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

APPROVED AS TO FORM

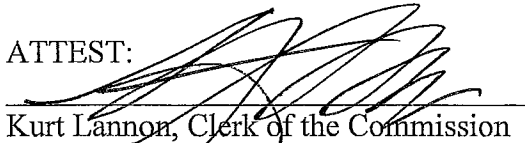


Alachua County Attorney

CITY OF GAINESVILLE:

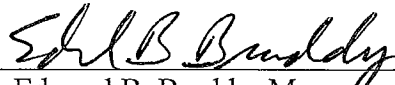
CITY OF GAINESVILLE, FLORIDA

ATTEST:




Kurt Lannon, Clerk of the Commission

(SEAL)

By: 

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

APPROVED AS TO FORM AND LEGALITY



City of Gainesville Attorney