

LEGISLATIVE

120681A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF GAINESVILLE AND
THE ALACHUA COUNTY LIBRARY DISTRICT
TO DEVELOP A PUBLIC LIBRARY AT FRED CONE PARK

This memorandum of understanding ("MOU" or "agreement") is entered into this 22 day of February, 2011 between the City of Gainesville, hereinafter referred to as "City" and the Alachua County Library District ("District").

WHEREAS, the City and the District are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Gainesville and Alachua County; and,

WHEREAS, the City has approximately 25 acres of property known as Fred Cone Park (the "Park") located at 201 SE 27th Street, Gainesville, Florida (see Attachment A); and

WHEREAS, the purpose of this MOU is to set forth the general intentions of the parties regarding the cooperative effort and responsibilities of the City and the District in the location and development of a public library at Cone Park ("the branch"); and

WHEREAS, the City considers the locating of a public library at Cone Park as a benefit to the citizens of Gainesville and Alachua County; and

WHEREAS, the City and the Alachua County Library District desire to cooperate in co-locating the Cone Park Recreation Center with the proposed public library;

The parties set forth the following non-binding concepts in order to further the mutual goal of locating a library branch at Fred Cone Park:

1. The City will provide a long term lease to the District at Fred Cone Park for property upon which the District can construct the branch.
2. The District shall be allowed a number of years to plan, raise funds for and complete the construction.
3. Within a short time of execution of this MOU, the City will perform site improvements and construct infrastructure to serve the Park, existing recreation center and the future library. These improvements are to include parking, sewer, water, utilities, access road, site work, landscaping, and signage. The parties agree to cooperate on all aspects of the design of the improvements. The District agrees to share in the cost of these improvements and the parties shall execute a separate agreement to outline the terms of the cost sharing.
4. The parties shall also cooperate to outline joint programming services to be provided at the branch and recreation center.

5. The parties shall cooperate to develop a cost sharing methodology for common area maintenance.

Miscellaneous Provisions

1. **Termination** - Either party may terminate the agreement without cause at any time.
2. **Third Party Beneficiaries** - This agreement does not create any relationship with, or any rights in favor of, any third party.
3. **Severability** - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect
4. **Non Waiver** - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.
5. **Governing Law and Venue** - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
6. **Sovereign Immunity** - Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28 Florida Statutes.
7. **Attachments** - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.
8. **Amendments** - The parties may amend this agreement only by mutual written agreement of the parties.
9. **Captions and Section Headings** - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
10. **Construction** - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.
11. **Notice** - All notices, demands, requests for approvals, or other communications shall be deemed given and delivered on the date delivered in person or on the date mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:


City of Gainesville	Alachua County Library District
Mr. Russ Blackburn, City Manager	Mr. Sol Hirsch, Library Director
PO Box 490	401 East University Avenue
Gainesville, FL 32602	Gainesville, Florida 32601

12. **Recording of Agreement.** The City, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.
13. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

CITY OF GAINESVILLE

Witness to Mr. Blackburn:

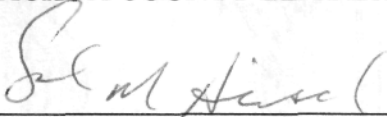
Helen Harris

By: 
Russ Blackburn
City Manager

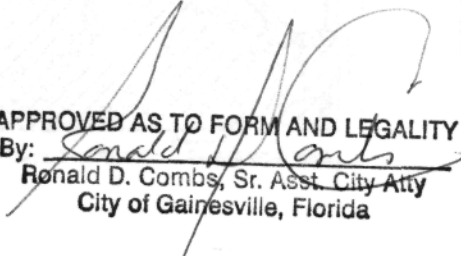
ALACHUA COUNTY LIBRARY DISTRICT

Witness to Mr. Hirsch:

Stephanie King


Sol M. Hirsch, Director

APPROVED AS TO FORM AND LEGALITY

By: 
Ronald D. Combs, Sr. Asst. City Atty
City of Gainesville, Florida

Attachment A

