

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR WILD SPACES & PUBLIC PLACES GRANT**

THIS INTERLOCAL AGREEMENT (this "Grant Agreement") is entered into this ____ day of _____, 2017, between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the City of Gainesville, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax (hereinafter referred to as "Surtax") pursuant to ordinance enacted by a majority of the members of the board of county commissioners and approved by a majority of the electors of the County; and

WHEREAS, Subsection 212.055(2)(c), Florida Statutes, provides that the proceeds of the Surtax levied shall be distributed according to an interlocal agreement between the County governing body and the governing bodies of the municipalities representing a majority of the County's municipal population; and

WHEREAS, pursuant to Subsection 212.055(2)(c), Florida Statutes, the County and the City of Gainesville, which contains a majority of the County's municipal population, entered into an Interlocal Agreement dated April 20, 2017 ("Authorizing Agreement") establishing the allocation of Surtax proceeds in accordance with the formulas in Section 218.62, Florida

Statutes; and

WHEREAS, the Authorizing Agreement, among other things, requires that \$3 million of the County's formula share of Surtax proceeds be used to fund a competitive grant program available to all nine of Alachua County's municipalities, including the City of Gainesville; and

WHEREAS, the Municipality has been awarded a grant for construction of the project described in Section 2 (the "Project"); and

WHEREAS, the parties desire to enter into this Grant Agreement to implement the grant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and Subsection 212.055(2), Florida Statutes, the parties hereto agree as follows:

1. Term. This Grant Agreement shall take effect on the day and year first above written and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County's portion of the Project cost, as required herein.
2. Project Construction and Funding. The Project shall consist of:
 - a. Construction of the Prairie Tower at Sweetwater Wetlands Park
 - b. Improvements to Split Rock Preserve
 - c. Transformation of the Hartman House at the Hogtown Creek Headwaters Nature Park into a Nature Center

The Municipality shall begin construction of the Projects not later than October 1, 2018 and proceed diligently to completion. The anticipated Projects completion date is December 31, 2024. The Municipality shall submit for financial reimbursement to the County no more frequently than monthly. The County shall reimburse up to fifty percent (50%) of the amount expended by the Municipality for such Project upon submission by the

Municipality of a requisition to the Clerk, accompanied by such documentation as the Clerk may reasonably require. Notwithstanding anything in this Grant Agreement to the contrary, the parties acknowledge and agree that maximum amount payable by the County to the Municipality in respect of the Project is Six Hundred Sixty Thousand Dollars (\$660,000).

3. Counterparts. This Grant Agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

4. Filing with the Clerk of Court. A copy of this Grant Agreement and all subsequent amendments hereto shall be filed with the Clerk of Circuit Court of Alachua County, Florida, upon its execution by all parties hereto.

5. Entire Agreement. This Grant Agreement, and the Authorizing Agreement, constitutes the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to the Surtax, except for the Authorizing Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized officials on the day and year first above-written.

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ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Board of County Commissioners


ATTEST:

APPROVED AS TO FORM

Jesse K. Irby, II, Clerk
(SEAL)

Alachua County Attorney

CITY OF GAINESVILLE

By: 

Lauren Poe, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY



Clerk
(SEAL)



Paul Irby
City Attorney