

1       **AGREEMENT BETWEEN THE CITY OF GAINESVILLE AND ALACHUA COUNTY**  
2                   **regarding the Gainesville Community Redevelopment Agency**

3  
4       **THIS Agreement** (“Agreement”) is made effective this \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2018, by and between the **CITY OF GAINESVILLE, a Florida**  
6 **municipal corporation,** (“City) and **ALACHUA COUNTY, a charter county and**  
7 **political subdivision of the State of Florida** (“County”). The City and County are  
8 collectively referred to as the “Parties”.

9       **WHEREAS,** the City and County are authorized by Section 163.400, Florida  
10 Statutes, to enter into agreements for community redevelopment purposes;

11       **WHEREAS,** in 1979, the City first created a Downtown Community  
12 Redevelopment Area (“Downtown”) and the Downtown Redevelopment Agency, which  
13 later became the Gainesville Community Redevelopment Agency (the “Agency”) and  
14 named the City Commission as the Agency board members;

15       **WHEREAS,** in 1994, the City created the College Park University Heights  
16 Redevelopment Area (“CPUH”); in 1996, the City created the Fifth Avenue Pleasant  
17 Street Redevelopment Area (“FAPS”); and in 2000, the City created the Eastside  
18 Redevelopment Area (“Eastside”);

19       **WHEREAS,** the County was not chartered at the time of creation of the Agency  
20 and thus has been obligated pursuant to State Statute to provide 95% of its tax increment  
21 (calculated per the Statute at the County’s millage rate) over the base year;

22       **WHEREAS,** the Parties have discussed reducing tax increment contributions to  
23 the Agency in order to utilize that tax revenue for other purposes;

24       **WHEREAS,** the Parties entered into an Interlocal Agreement on May 22, 2018, in  
25 which the City agreed to consider an ordinance to reduce the County’s tax increment  
26 contribution to CPUH commencing in January 2019;

27       **WHEREAS,** the City approved the ordinance reducing the County’s contribution to  
28 CPUH on first reading on October 4, 2018 and is set to hear the ordinance on second  
29 reading on October 18, 2018;

30       **WHEREAS,** the City and the County agree the Agency has been very successful  
31 in catalyzing redevelopment and increasing the tax assessed value of properties to the  
32 benefit of the City and County;

33       **WHEREAS,** the City and County agree there is a need to continue to reinvest ad  
34 valorem tax dollars into community redevelopment work; and

35           **WHEREAS**, the City and County agree there is a need to re-envision the work of  
36 the Agency, eliminate the boundaries that currently separate the redevelopment areas,  
37 cap the ad valorem tax contributions, and set an end date to accomplish the  
38 redevelopment work.

39           **NOW THEREFORE**, in consideration of the foregoing premises and covenants  
40 contained herein, the Parties agree as follows:

41   **Section 1. Financial Contributions and Term**

42   The City and County agree that by January 1<sup>st</sup> of each year (after the effective date of the  
43 Ordinance described in Section 2) the City will remit \$3,325,657.89 and the County will  
44 remit \$4,291,460.39 to the Authority to be held in trust for community redevelopment uses  
45 and purposes as further described in the Ordinance. This obligation to remit funding will  
46 end on December 31, 2028.

47   **Section 2. Ordinance**

48   The City Commission will hold public hearings to consider adoption of an ordinance (the  
49 “Ordinance”) amending Chapter 2, Article V, Division 9 titled “Community  
50 Redevelopment Agency” of the City Code of Ordinances to, at a minimum, address the  
51 following:

- 52       • Rename the existing legal entity as the Community Reinvestment Authority;  
53
- 54       • Consolidate the four existing Agency areas (Downtown, CPUH, FAPS and  
55        Eastside) into one redevelopment area that retains the existing external boundary;  
56
- 57       • Establish a consolidated trust fund to properly account for the contributions  
58        received by the City and County (pursuant to Section 1 above), as well as  
59        contributions received from other sources and to make provision for the  
60        satisfaction of the outstanding financial obligations of the four existing Agency  
61        areas;  
62
- 63       • Provide a public process to review and revise the four existing Agency area  
64        redevelopment plans into one consolidated plan and provide for periodic updates  
65        and modifications thereafter; and  
66
- 67       • Address all other governance, management, fiscal and administrative matters  
68        necessary to accomplish the redevelopment work of the Authority.

69   **Section 3. Failure to adopt Ordinance**

70 In the event the City fails to finally adopt the Ordinance described in Section 2 above  
71 before April 30, 2019, this Agreement shall be deemed null and void ab initio, and the  
72 parties will remain in the same position as if the parties had not entered into this  
73 Agreement.

74 **Section 4. Indemnification**

75 Each party shall be solely responsible for the negligent or wrongful acts of its officials,  
76 agents and employees.

77 **Section 5. Sovereign Immunity**

78 Nothing in this Agreement shall be interpreted as a waiver of any Parties sovereign  
79 immunity as granted under Section 768.28, Florida Statutes.

80 **Section 6. Termination**

81 Except as set forth in Section 3, this Agreement may not be terminated unless by mutual  
82 written agreement of the City and County.

83 **Section 7. Public Records**

84 Each Party shall meet the requirements of Chapter 119, Florida Statutes, for retaining  
85 public records and transfer, at no cost, to any other requesting Party, copies of all public  
86 records regarding the subject of this Agreement which are in the possession of the Party.  
87 All records stored electronically shall be provided to the requesting Party in a format that  
88 is compatible with the information technology systems of the requesting Party.

89 **Section 8. Applicable Law and Venue**

90 This Agreement shall be governed by and construed in accordance with the laws of the  
91 State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In  
92 the event of any legal action under this Agreement, venue shall be in Alachua County,  
93 Florida.

94 **Section 9. Notices**

95 Any notices from either party to the other party must be in writing and sent by certified  
96 mail, return requested, overnight courier service or delivered in person with receipt to  
97 the following:

98 **City of Gainesville**  
99 Attn: City Manager  
100 200 E. University Ave., Suite 408  
101 Gainesville, FL 32601

**Alachua County**  
Attn: County Manager  
12 SE 1st Street  
Gainesville, FL 32601

With copy to: Clerk of the Court  
Attn: Finance & Accounting  
12 SE 1st Street, 3rd Floor  
Gainesville, FL 32601

And to: Office of Management and Budget  
Attn: Contracts  
12 SE 1st Street, 2nd Floor  
Gainesville, FL 32601

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103 **Section 10. Intent**

104 It is the intent of the Parties that, as permitted by Section 163.400, Florida Statutes, this  
105 Agreement shall control over conflicting provisions of law, if any, including without  
106 limitation the Community Redevelopment Act of 1969, as amended.

107 **Section 11. Integration/Merger**

108 This Agreement contains the entire agreement and understanding of the Parties  
109 regarding the matters set forth herein and supersedes all previous negotiations,  
110 discussions, and understandings, whether oral or written, regarding such matters. The  
111 Parties acknowledge that they have not relied on any promise, inducement,  
112 representation, or other statement made in connection with this agreement that is not  
113 expressly contained in this Agreement. The terms of this Agreement are contractual and  
114 not merely recital.

115 **Section 12. Modification and Waiver**

116 The provisions of this Agreement may only be modified or waived in writing signed by all  
117 the Parties. No course of dealing shall be deemed a waiver of rights or a modification of  
118 this Agreement. The failure of any party to exercise any right in this Agreement shall not  
119 be considered a waiver of such right. No waiver of a provision of the Agreement shall  
120 apply to any other portion of the Agreement. A waiver on one occasion shall not be  
121 deemed to be a waiver on other occasions.

122 **Section 13. Captions and Section Headings**

123 Captions and section headings used herein are for convenience only and shall not be  
124 used in construing this Agreement.

125 **Section 14. Successors and Assigns**

126 The Parties each bind the other and their respective successors and assigns in all  
127 respects to all the terms, conditions, covenants, and provisions of this Agreement.

128 **Section 15. Third Party Beneficiaries**

129 This Agreement does not create any relationship with, or any rights in favor of, any third  
130 party.

131 **Section 16. Construction**

132 This Agreement shall not be construed more strictly against one party than against the  
133 other merely by virtue of the fact that it may have been prepared by one of the Parties. It  
134 is recognized that all Parties have substantially contributed to the preparation of this  
135 Agreement.

136 **Section 17. Counterparts**

137 This Agreement may be executed in any number of and by the different Parties hereto on  
138 separate counterparts, each of which when so executed shall be deemed to be an  
139 original, and such counterparts shall together constitute but one and the same instrument.

140 In witness whereof, the Parties have executed this Agreement effective on the date stated  
141 on Page 1.

**CITY OF GAINESVILLE**

By: \_\_\_\_\_  
Lauren Poe  
Mayor

Attest:

Approved as to form and legality:

\_\_\_\_\_  
Omichele D. Gainey  
Clerk of the City Commission

\_\_\_\_\_  
Nicolle Shalley, City Attorney

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Lee Pinkoson, Chairperson  
Board of County Commissioners

Attest:

Approved as to form and legality:

\_\_\_\_\_  
Jesse K. Irby, II  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Sylvia Torres, County Attorney

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