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**AGREEMENT BETWEEN THE CITY OF GAINESVILLE AND ALACHUA COUNTY
regarding Community Redevelopment**

This Agreement (“Agreement”) is made effective this _____ day of April, 2019, by and between the **CITY OF GAINESVILLE, a Florida municipal corporation,** (“City) and **ALACHUA COUNTY, a charter county and political subdivision of the State of Florida** (“County”). The City and County are collectively referred to as the “Parties” and individually referred to as each “Party.”

WHEREAS, the City and County are authorized by Section 163.400, Florida Statutes, to “enter into agreements, which may extend over any period, notwithstanding any provision or rule of law to the contrary . . . respecting action to be taken pursuant to any of the powers granted by this part, including the furnishing of funds or other assistance in connection with community redevelopment and related activities;”

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

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

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

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

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

37 **WHEREAS**, the City adopted the ordinance reducing the County’s contribution to
38 CPUH on October 18, 2018;

39 **WHEREAS**, the Parties agree the Agency has been very successful in catalyzing
40 redevelopment and increasing the tax assessed value of properties to the benefit of the
41 City and County;

42 **WHEREAS**, the Parties agree there is a need to focus the work of the Agency,
43 eliminate the boundaries that currently separate the redevelopment areas, cap the
44 annual funding provided by the City and County, and set an end date for the community
45 redevelopment work; and

46 **WHEREAS**, the Parties agree there is also a need for the County to undertake
47 community redevelopment in the Gainesville Metropolitan Area (defined in Section 3
48 below); and

49 **WHEREAS**, the Parties find that the financial contributions made for Community
50 Redevelopment pursuant to Sections 2 and 3 of this Agreement serve a valid
51 public purpose.

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

54 **Section 1. Definitions**

55 The following terms, wherever used or referred to in this Agreement, have the following
56 meanings:

57 **“Community redevelopment”** means undertakings, activities, or projects for the
58 elimination and prevention of the development or spread of Slum and Blight (as defined
59 below), or for the reduction or prevention of crime, or for the provision of affordable
60 housing, whether for rent or for sale, to residents of low or moderate income, including
61 the elderly, and may include slum clearance or rehabilitation and revitalization of tourist
62 areas that are deteriorating and economically distressed, or rehabilitation or
63 conservation, or any combination or part thereof, including the preparation of any plans
64 for such Community Redevelopment.

65 **“Slum”** means an area having physical or economic conditions conducive to disease,
66 infant mortality, juvenile delinquency, poverty, or crime because there is a
67 predominance of buildings or improvements, whether residential or nonresidential,
68 which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and
69 exhibiting one or more of the following factors:
70

- 71 (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces.
72
- 73 (b) High density of population, compared to the population density of adjacent areas
74 within the county or municipality; and overcrowding, as indicated by government-
75 maintained statistics or other studies and the requirements of the Florida Building Code.
76
- 77 (c) The existence of conditions that endanger life or property by fire or other causes.
78
- 79 **“Blight”** means an area in which there are a substantial number of deteriorated or
80 deteriorating structures; in which conditions, as indicated by government-maintained
81 statistics or other studies, endanger life or property or are leading to economic distress;
82 and in which two or more of the following factors are present:
83
- 84 (a) Predominance of defective or inadequate street layout, parking facilities, roadways,
85 bridges, or public transportation facilities.
86
- 87 (b) Aggregate assessed values of real property in the area for ad valorem tax purposes
88 have failed to show any appreciable increase over the 5 years prior to the finding of
89 such conditions.
90
- 91 (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
92
- 93 (d) Unsanitary or unsafe conditions.
94
- 95 (e) Deterioration of site or other improvements.
96
- 97 (f) Inadequate and outdated building density patterns.
98
- 99 (g) Falling lease rates per square foot of office, commercial, or industrial space
100 compared to the remainder of the county or municipality.
101
- 102 (h) Tax or special assessment delinquency exceeding the fair value of the land.
103
- 104 (i) Residential and commercial vacancy rates higher in the area than in the remainder of
105 the county or municipality.
106

- 107 (j) Incidence of crime in the area higher than in the remainder of the county or
 108 municipality.
 109
- 110 (k) Fire and emergency medical service calls to the area proportionately higher than in
 111 the remainder of the county or municipality.
 112
- 113 (l) A greater number of violations of the Florida Building Code in the area than the
 114 number of violations recorded in the remainder of the county or municipality.
 115
- 116 (m) Diversity of ownership or defective or unusual conditions of title which prevent the
 117 free alienability of land within the deteriorated or hazardous area.
 118
- 119 (n) Governmentally owned property with adverse environmental conditions caused by a
 120 public or private entity.
 121
- 122 (o) A substantial number or percentage of properties damaged by sinkhole activity
 123 which have not been adequately repaired or stabilized.
 124

125 **Section 2. Financial Contributions for Community Redevelopment in the**
 126 **Consolidated Gainesville Community Redevelopment Area**

127 The City and County agree that each is obligated to annually remit, no later than the
 128 due date specified, the below listed contributions to the Agency (as same may be
 129 renamed by the Ordinance described in Section 3 below) to be accounted for separately
 130 by the City and its use restricted to Community Redevelopment within the boundary of
 131 the consolidated redevelopment area described in the Ordinance.

Due Date	County contribution	City Contribution
January 1, 2020	\$4,191,460.39	\$3,325,657.89
January 1, 2021	\$4,091,460.39	\$3,325,657.89
January 1, 2022	\$3,991,460.39	\$3,325,657.89
January 1, 2023	\$3,891,460.39	\$3,325,657.89
January 1, 2024	\$3,791,460.39	\$3,325,657.89
January 1, 2025	\$3,691,460.39	\$3,325,657.89
January 1, 2026	\$3,591,460.39	\$3,325,657.89
January 1, 2027	\$3,491,460.39	\$3,325,657.89
January 1, 2028	\$3,391,460.39	\$3,325,657.89
January 1, 2029	\$3,325,657.89	\$3,325,657.89

132 **Section 3. Financial Contributions for Community Redevelopment in the**
133 **Gainesville Metropolitan Area**

134 The County agrees that it is obligated to annually allocate, no later than the due date
135 specified, the below listed contributions to be accounted for separately by the County
136 and its use restricted to Community Redevelopment within the boundary of the
137 Gainesville Metropolitan Area, as depicted on the map attached as **Exhibit A** to this
138 Agreement and made a part hereof.

Due Date	County contribution
January 1, 2020	\$100,000
January 1, 2021	\$200,000
January 1, 2022	\$300,000
January 1, 2023	\$400,000
January 1, 2024	\$500,000
January 1, 2025	\$600,000
January 1, 2026	\$700,000
January 1, 2027	\$800,000
January 1, 2028	\$900,000
January 1, 2029	\$965,802.50

139

140 **Section 4. Annual Work Plans**

141 On or before April 1st of each year (commencing by April 1, 2020), the parties agree to
142 hold a Joint Meeting at which each Party (or, in the case of the City, its Redevelopment
143 Agency) will present an Annual (or longer duration) Work Plan that describes the
144 Community Redevelopment that is planned to be undertaken to expend the restricted
145 funds held pursuant to Sections 2 and 3 above.

146 **Section 5. Ordinance**

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

- 151 • Rename the existing Agency to better reflect its new focus and direction;
- 152
- 153 • Consolidate the four existing Agency areas (Downtown, CPUH, FAPS and
154 Eastside) into one redevelopment area that retains the existing external
155 boundary;
- 156

- 157 • Establish a consolidated restricted fund to properly account for the contributions
158 received by the City and County (pursuant to Section 2 above), as well as
159 contributions received from other sources and to make provision for the
160 satisfaction of the outstanding financial obligations of the four existing Agency
161 areas;
- 162
- 163 • Provide a public process to review and revise the four existing Agency area
164 redevelopment plans into one consolidated plan and provide for periodic updates
165 and modifications thereafter; and
- 166
- 167 • Address all other governance, management, fiscal and administrative matters
168 necessary to accomplish Community Redevelopment.

169 **Section 6. Failure to adopt Ordinance**

170 In the event the City fails to finally adopt the Ordinance described in Section 5 before
171 September 30, 2019, this Agreement shall be deemed null and void ab initio, and the
172 Parties will remain in the same position as if the Parties had not entered into this
173 Agreement.

174 **Section 7. Indemnification**

175 Each Party shall be solely responsible for the negligent or wrongful acts of its officials,
176 agents and employees.

177 **Section 8. Sovereign Immunity**

178 Nothing in this Agreement shall be interpreted as a waiver of the Parties sovereign
179 immunity as granted under Section 768.28, Florida Statutes.

180 **Section 9. Termination**

181 This Agreement shall terminate on December 31, 2029, unless: (a) it is deemed null and
182 void pursuant to Section 6, or (b) it is terminated by mutual written agreement of the
183 Parties. Upon termination of this Agreement, any remaining restricted funds held
184 pursuant to Sections 2 and 3 of this Agreement shall be promptly expended to complete
185 any outstanding Community Redevelopment.

186 **Section 10. Public Records**

187 Each Party shall meet the requirements of Chapter 119, Florida Statutes, for retaining
188 public records and transfer, at no cost, to the other Party, copies of all public records
189 regarding the subject of this Agreement which are in the possession of the Party. All

190 records stored electronically shall be provided to the requesting Party in a format that is
191 compatible with the information technology systems of the requesting Party.

192 **Section 11. Applicable Law and Venue**

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

197 **Section 12. Notices**

198 Any notices from either Party to the other Party must be in writing and sent by certified
199 mail, return requested, overnight courier service or delivered in person with receipt to
200 the following:

201 **City of Gainesville**
202 Attn: City Manager
203 200 E. University Ave, Suite 408
204 Gainesville, FL 32601

With copy to:
CRA Director
802 NW 5th Ave, Suite 200
Gainesville, FL 32601

205
206
207

And to: City Finance Director
200 E. University Ave, Suite 231
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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209 **Section 13. Intent**

210 It is the intent of the Parties that:

211 (a) As permitted by Section 163.400, Florida Statutes, this Agreement shall control
212 over any contrary or conflicting provisions of law, including without limitation, the
213 Community Redevelopment Act of 1969, as amended from time to time.

214

215 (b) In the event the Community Redevelopment Act of 1969 is repealed or amended
216 by the State Legislature, such act will have no effect on this Agreement and it
217 shall survive as it represents an agreement between two local governments with
218 home rule authority as to how they desire to fund and accomplish Community
219 Redevelopment within their respective jurisdictions.

220
221 (c) For substantive matters not contemplated by this Agreement (for example, an
222 expansion of the consolidated area or requiring a County Commissioner to serve
223 on the governing body of the Agency and other issues that come to the Parties
224 attention during the preparation of the Ordinance), it is the intent of the Parties
225 that same will require their discussion and mutual agreement to amend this
226 Agreement to address such matters.

227 **Section 14. Integration/Merger**

228 This Agreement contains the entire agreement and understanding of the Parties
229 regarding the matters set forth herein and supersedes all previous negotiations,
230 discussions, and understandings, whether oral or written, regarding such matters. The
231 Parties acknowledge that they have not relied on any promise, inducement,
232 representation, or other statement made in connection with this agreement that is not
233 expressly contained in this Agreement. The terms of this Agreement are contractual
234 and not merely recital.

235 **Section 15. Modification and Waiver**

236 The provisions of this Agreement may only be modified or waived in writing signed by
237 both of the Parties. No course of dealing shall be deemed a waiver of rights or a
238 modification of this Agreement. The failure of any Party to exercise any right in this
239 Agreement shall not be considered a waiver of such right. No waiver of a provision of
240 the Agreement shall apply to any other portion of the Agreement. A waiver on one
241 occasion shall not be deemed to be a waiver on other occasions.

242 **Section 16. Captions and Section Headings**

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

245 **Section 17. Successors and Assigns**

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

248 **Section 18. Third Party Beneficiaries**

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

251 **Section 19. Construction**

252 This Agreement shall not be construed more strictly against one Party than against the
253 other merely by virtue of the fact that it may have been prepared by one of the Parties.
254 It is recognized that both Parties have substantially contributed to the preparation of this
255 Agreement.

256 **Section 20. Counterparts**

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

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

CITY OF GAINESVILLE

By: _____
Lauren Poe
Mayor

Approved as to form and legality:

Nicolle Shalley, City Attorney

ALACHUA COUNTY, FLORIDA

By: _____
Charles "Chuck" Chestnut IV
Chairman
Board of County Commissioners

Approved as to form and legality:

Sylvia Torres, County Attorney

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