

Legislative #

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**INTERLOCAL AGREEMENT
BETWEEN GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY,
CITY OF GAINESVILLE AND ALACHUA COUNTY**

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THIS Interlocal Agreement ("Agreement") is made effective this _____ day of _____, 2018, by and between the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and polttic existing under the laws of the State of Florida, ("CRA") and 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 CRA, City and County are collectively referred to as the "Parties".

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WHEREAS, the CRA, City and CRA are authorized by Section 163.01, Fla. Stat., to enter into interlocal agreements; and

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WHEREAS, the City first created a Downtown/Community Redevelopment Agency in 1979, and named the City Commission as Agency board members;

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WHEREAS, the City created the College Park University Heights Redevelopment District (CPUH) in 1994;

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WHEREAS, the County was not chartered at the time of creation of the CRA Board and thus has been obligated to provide 95% of its tax increment (calculated per the Statute at the County's millage rate) over the base year without any formal role in or opportunity to oppose a redevelopment plan (State Statutes now provide such for CRA's that are created or amended more recently);

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WHEREAS, the County's millage rate for fiscal year 2017 was 8.4648 mills and the City's millage for the same year was 4.7474 mills;

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WHEREAS, both the City and the County have discussed reducing CRA tax increment contributions and using that revenue for other purposes;

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WHEREAS, the CRA has been very successful in catalyzing redevelopment in the CPUH area and increasing the tax assessed value of properties to the benefit of the City, County and CRA;

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WHEREAS, the increase in assessed value of property within the CPUH area has been so successful that the County's contribution in tax increment to the

36 CPUH Redevelopment Trust Fund can be reduced to the same millage that the City
37 contributes and the CPUH Area will be able to continue to meet its debt obligations and,
38 with some revision, be able to continue to implement the CPUH Redevelopment Plan;

39 **WHEREAS**, Section 163.387(3)(b), Florida Statutes, allow for alternate
40 provisions regarding a redevelopment trust fund to be set forth in an interlocal
41 agreement between a taxing authority and the governing body that created the CRA to
42 supersede the provisions of Section 163.387 with respect to that taxing authority. The
43 CRA may be an additional party to any such agreement; and

44 **WHEREAS**, Section 163.01, Florida Statutes, allows for local governments to
45 work together utilizing their respective resources to work on mutually beneficial
46 solutions to issues of concern - such as engaging in a collaborative design process to
47 rethink, envision and design the future of the CRA.

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

50 **Section 1. CPUH Redevelopment Trust Fund.**

51 (A) The County will contribute tax increment to the CPUH Redevelopment Trust
52 Fund calculated using the millage rate that the City imposes on itself through
53 adoption of its General Fund millage each year. The County's first payment
54 utilizing this calculation shall be for calendar year 2018 and shall be made to the
55 CPUH Redevelopment Trust Fund on or before January 1, 2019.

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57 (B) *[[City ask: The County will reinvest the funds it receives from its reduced CPUH*
58 *tax increment contributions into projects of mutual interest, such as affordable*
59 *housing, fire services, eastside development and/or homeless services]]*

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61 (C) The City Commission will hold a public hearing(s) to consider adoption of an
62 ordinance amending Section 2-413 of the City Code of Ordinances titled "College
63 Park/University Heights CRA; trust fund" to reflect the revised calculation set
64 forth in (A).

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66 (D) The City shall continue to contribute tax increment calculated at the City's millage
67 rate into the CPUH Redevelopment Trust Fund.

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69 (E) The CRA shall update its budget and continue to carry out the CPUH
70 Redevelopment Plan making such adjustments as are necessary based on the
71 reduced tax increment.
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73 (F) It is the intent of the parties that the provisions of this Section which conflict with
74 provisions of the Community Redevelopment Act of 1969, as amended, shall
75 control.

76 **Section 2. Design Process for Future of CRA.** The Parties agree to actively engage
77 in a collaborative process (outlined below) asking themselves "How might we rethink,
78 envision and design the future of the CRA?"

79 (A) Beginning in June 2018, the City and County Commissions will hold monthly joint
80 meetings. The meetings will be a roundtable format to encourage discussion among
81 the Commissioners and will be held at locations that are conducive to that format.

82 (B) The first joint meetings will focus on the function of the CRA, such as:

- 83 1. What is the work we want to continue? Are there other types of work we
84 want to engage in - affordable housing, economic development, resolving
85 parking issues, small business assistance, job creation or other things?
86 Should and can we prioritize? How will we measure success?
- 87 2. What level of funding is necessary to implement the work?
- 88 3. What is the geographic area(s) in which the work will be done?
- 89 4. Will the plan of work evolve and continue in perpetuity or will it be for a
90 term of years?

91 (C) Once consensus is developed around the function, later joint meetings will focus
92 on the form of the CRA, such as:

- 93 1. What is the legal structure? Do we retain a Chapter 163, Part III, CRA? Do
94 we create a new special district?
- 95 2. What will be the roles of the County and the City? Who will serve on the
96 governing body?
- 97 3. Is funding contributed based on tax increment generated or some other
98 way, such as a fixed amount or percentage of the budget each year?
99 Have adequate provisions been made for existing CRA debt and
100 obligations?

101 (D) CRA, City and County staff, designated by the Managers, will work together to
102 determine meeting locations, prepare an agenda and back-up materials for the joint
103 meetings, and to answer questions from and provide information requested by
104 Commissioners.

105 **Section 4. Indemnification.** Each party shall be solely responsible for the negligent or
106 wrongful acts of its officials, agents and employees.

107 **Section 5. Sovereign Immunity.** Nothing in this Interlocal shall be interpreted as a
108 waiver of any parties sovereign immunity as granted under Section 768.28, Florida
109 Statutes.

110 **Section 6. Termination.** Section 1 of this Agreement may not be terminated unless by
111 mutual agreement of the City and County. Section 2 of this Agreement may be
112 terminated by either the City or the County if, after good faith efforts, they either reach
113 consensus and develop a mutually agreeable solution or either party desires to cease
114 such efforts.

115 **Section 7. Filing of Agreement.** The County, upon execution of this Agreement, shall
116 file the same with the Clerk of the Circuit Court in the Official Records of Alachua
117 County, as required by Sec. 163.01(11), Fla. Stat.

118 **Section 8. Public Records.**

119 Each Party shall meet the requirements of Chapter 119, Fla. Stat., for retaining public
120 records and transfer, at no cost, to any other requesting Party, copies of all public
121 records regarding the subject of this Agreement which are in the possession of the
122 Party. All records stored electronically shall be provided to the requesting Party in a
123 format that is compatible with the information technology systems of the requesting
124 Party.

125 **Section 9. Applicable Law and Venue.** This Agreement shall be governed by and
126 construed in accordance with the laws of the State of Florida, notwithstanding any
127 Florida conflict of law provision to the contrary. In the event of any legal action under
128 this Agreement, venue shall be in Alachua County, Florida.

129 **Section 10. Notices.**

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

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City:
City of Gainesville
Attn: City Manager
200 E. University Ave., Suite 408
Gainesville, FL 32601

CRA:
Gainesville Community Redevelopment Agency
Attn: CRA Director
802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

County:
Alachua County, Florida
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

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

134 **Section 11. Severability.** If any provision of this Agreement is declared void by a
135 court of law, all other provisions will remain in full force and effect.

136 **Section 12. Integration/Merger.** This Agreement contains the entire agreement and
137 understanding of the Parties regarding the matters set forth herein and supersedes all
138 previous negotiations, discussions, and understandings, whether oral or written,
139 regarding such matters. The Parties acknowledge that they have not relied on any
140 promise, inducement, representation, or other statement made in connection with this
141 agreement that is not expressly contained in this Agreement. The terms of this
142 Agreement are contractual and not merely recital.

143 **Section 13. Modification and Waiver.** The provisions of this Agreement may only be
144 modified or waived in writing signed by all the Parties. No course of dealing shall be
145 deemed a waiver of rights or a modification of this Agreement. The failure of any party
146 to exercise any right in this Agreement shall not be considered a waiver of such right.
147 No waiver of a provision of the Agreement shall apply to any other portion of the
148 Agreement. A waiver on one occasion shall not be deemed to be a waiver on other
149 occasions.

150 **Section 14. Captions and Section Headings.** Captions and section headings used
151 herein are for convenience only and shall not be used in construing this Agreement.

152 **Section 15. Successors and Assigns.** The Parties each bind the other and their
153 respective successors and assigns in all respects to all the terms, conditions,
154 covenants, and provisions of this Agreement.

155 **Section 16. Third Party Beneficiaries.** This Agreement does not create any
156 relationship with, or any rights in favor of, any third party.

157 **Section 17. Construction.** This Agreement shall not be construed more strictly
158 against one party than against the other merely by virtue of the fact that it may have
159 been prepared by one of the Parties. It is recognized that all Parties have substantially
160 contributed to the preparation of this Agreement.

161 **Section 18. Counterparts.** This Agreement may be executed in any number of and by
162 the different Parties hereto on separate counterparts, each of which when so executed
163 shall be deemed to be an original, and such counterparts shall together constitute but
164 one and the same instrument.

**GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Adrian Hayes-Santos
Chairman

Attest:

Approved as to form and legality:

Omichele D. Gainey
Clerk of the CRA Board

Lisa C. Bennett
CRA Attorney

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
Chairman
Board of County Commissioners

Attest:

Approved as to form and legality:

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

Sylvia Torres, Interim County Attorney
City Attorney

