

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 politic 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 County are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements;

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

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62 (C) The City shall continue to contribute tax increment calculated at the City's millage
63 rate into the CPUH Redevelopment Trust Fund.

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65 (D) The CRA shall update its budget and continue to carry out the CPUH
66 Redevelopment Plan making such adjustments as are necessary based on the
67 reduced tax increment.

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69 (E) It is the intent of the parties that the provisions of this Section which conflict with
70 provisions of the Community Redevelopment Act of 1969, as amended, shall
71 control.

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

75 (A) Beginning immediately, the City and County Commissions will hold joint meetings.
76 The meetings will be a roundtable format to encourage discussion among the
77 Commissioners and will be held at locations that are conducive to that format.

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

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

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

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

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

101 (E) The County will consider reinvesting the funds it receives from its reduced CPUH
102 tax increment contributions into projects of mutual interest, such as affordable housing,
103 fire services, eastside development and/or homeless services.

104 (F) It is the intent of the parties to complete these discussions by September 30,
105 2018, prior to the 2019 State Legislative Session.

106 **Section 3. Indemnification.** Each party shall be solely responsible for the negligent or
107 wrongful acts of its officials, agents and employees.

108 **Section 4. Sovereign Immunity.** Nothing in this Agreement shall be interpreted as a
109 waiver of any Parties sovereign immunity as granted under Section 768.28, Florida
110 Statutes.

111 **Section 5. Termination.** Section 1 of this Agreement may not be terminated unless by
112 mutual agreement of the City and County. Section 2 of this Agreement may be
113 terminated by either the City or the County if, after good faith efforts, they either reach
114 consensus and develop a mutually agreeable solution or either party desires to cease
115 such efforts.

116 **Section 6. Filing of Agreement.** The County, upon execution of this Agreement, shall
117 file the same with the Clerk of the Circuit Court in the Official Records of Alachua
118 County, as required by Section 163.01(11), Florida Statutes.

119 **Section 7. Public Records.**

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

126 **Section 8. Applicable Law and Venue.** This Agreement shall be governed by and
127 construed in accordance with the laws of the State of Florida, notwithstanding any
128 Florida conflict of law provision to the contrary. In the event of any legal action under
129 this Agreement, venue shall be in Alachua County, Florida.

130 **Section 9. Notices.**

131 Any notices from either party to the other party must be in writing and sent by certified
132 mail, return requested, overnight courier service or delivered in person with receipt to
133 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

135 **Section 10. Severability.** If any provision of this Agreement is declared void by a
136 court of law, all other provisions will remain in full force and effect.

137 **Section 11. Integration/Merger.** This Agreement contains the entire agreement and
138 understanding of the Parties regarding the matters set forth herein and supersedes all
139 previous negotiations, discussions, and understandings, whether oral or written,
140 regarding such matters. The Parties acknowledge that they have not relied on any
141 promise, inducement, representation, or other statement made in connection with this
142 agreement that is not expressly contained in this Agreement. The terms of this
143 Agreement are contractual and not merely recital.

144 **Section 12. Modification and Waiver.** The provisions of this Agreement may only be
145 modified or waived in writing signed by all the Parties. No course of dealing shall be
146 deemed a waiver of rights or a modification of this Agreement. The failure of any party
147 to exercise any right in this Agreement shall not be considered a waiver of such right.
148 No waiver of a provision of the Agreement shall apply to any other portion of the
149 Agreement. A waiver on one occasion shall not be deemed to be a waiver on other
150 occasions.

151 **Section 13. Captions and Section Headings.** Captions and section headings used
152 herein are for convenience only and shall not be used in construing this Agreement.

153 **Section 14. Successors and Assigns.** The Parties each bind the other and their
154 respective successors and assigns in all respects to all the terms, conditions,
155 covenants, and provisions of this Agreement.

156 **Section 15. Third Party Beneficiaries.** This Agreement does not create any
157 relationship with, or any rights in favor of, any third party.

158 **Section 16. Construction.** This Agreement shall not be construed more strictly
159 against one party than against the other merely by virtue of the fact that it may have
160 been prepared by one of the Parties. It is recognized that all Parties have substantially
161 contributed to the preparation of this Agreement.

162 **Section 17. Counterparts.** This Agreement may be executed in any number of and by
163 the different Parties hereto on separate counterparts, each of which when so executed
164 shall be deemed to be an original, and such counterparts shall together constitute but
165 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