

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
21 increment (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 adopted the ordinance reducing the County’s contribution to
28 CPUH on October 18, 2018;

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

32 **WHEREAS**, the City and County agree there is a need to focus the work of the
33 Agency, eliminate the boundaries that currently separate the redevelopment areas, cap
34 the annual funding provided by the City and County, and set an end date for the
35 redevelopment work.

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

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

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

44 **Section 2. Ordinance**

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

- 49 • Rename the existing legal entity to better reflect its new focus and direction;
50
- 51 • Consolidate the four existing Agency areas (Downtown, CPUH, FAPS and
52 Eastside) into one redevelopment area that retains the existing external
53 boundary;
54
- 55 • Establish a consolidated trust fund to properly account for the contributions
56 received by the City and County (pursuant to Section 1 above), as well as
57 contributions received from other sources and to make provision for the
58 satisfaction of the outstanding financial obligations of the four existing Agency
59 areas;
60
- 61 • Provide a public process to review and revise the four existing Agency area
62 redevelopment plans into one consolidated plan and provide for periodic updates
63 and modifications thereafter; and
64
- 65 • Address all other governance, management, fiscal and administrative matters
66 necessary to accomplish the redevelopment work.

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

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

72 **Section 4. Indemnification**

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

75 **Section 5. Sovereign Immunity**

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

78 **Section 6. Termination**

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

81 **Section 7. Public Records**

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

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

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

93 **Section 9. Notices**

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

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

101

102 **Section 10. Intent**

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

106 **Section 11. Integration/Merger**

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

114 **Section 12. Modification and Waiver**

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

121 **Section 13. Captions and Section Headings**

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

124 **Section 14. Successors and Assigns**

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

127 **Section 15. Third Party Beneficiaries**

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

130 **Section 16. Construction**

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

135 **Section 17. Counterparts**

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

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