

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

3 **This Agreement** ("Agreement") is made effective this ____9th____ day of April,
4 2019, by and between the **CITY OF GAINESVILLE, a Florida municipal corporation,**
5 ("City) and **ALACHUA COUNTY, a charter county and political subdivision of the**
6 **State of Florida** ("County"). The City and County are collectively referred to as the
7 "Parties" and individually referred to as each "Party."

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

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

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

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

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

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

29 **WHEREAS**, the City adopted the ordinance reducing the County's contribution to
30 CPUH on October 18, 2018;

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

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

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

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

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

46 **Section 1. Definitions**

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

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

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

62
63 (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces.
64

(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code.

(c) The existence of conditions that endanger life or property by fire or other causes.

“Blight” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

(d) Unsanitary or unsafe conditions.

(e) Deterioration of site or other improvements.

(f) Inadequate and outdated building density patterns.

(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.

(h) Tax or special assessment delinquency exceeding the fair value of the land.

(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.

(j) Incidence of crime in the area higher than in the remainder of the county or municipality.

(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.

(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.

(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.

(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

(o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

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

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

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

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

Section 4. Annual Work Plans

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

Section 5. Ordinance

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

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

- Establish a consolidated restricted fund to properly account for the contributions received by the City and County (pursuant to Section 2 above), as well as contributions received from other sources and to make provision for the satisfaction of the outstanding financial obligations of the four existing Agency areas;

- Provide a public process to review and revise the four existing Agency area redevelopment plans into one consolidated plan and provide for periodic updates and modifications thereafter; and

- Address all other governance, management, fiscal and administrative matters necessary to accomplish Community Redevelopment.

Section 6. Failure to adopt Ordinance

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

Section 7. Indemnification

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

Section 8. Sovereign Immunity

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

Section 9. Termination

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

Section 10. Public Records

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

Section 11. Applicable Law and Venue

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

Section 12. Notices

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

City of Gainesville

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

With copy to:

CRA Director
802 NW 5th Ave, Suite 200
Gainesville, FL 32601

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

Section 13. Intent

It is the intent of the Parties that:

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

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

(c) For substantive matters not contemplated by this Agreement (for example, an expansion of the consolidated area or requiring a County Commissioner to serve on the governing body of the Agency and other issues that come to the Parties

attention during the preparation of the Ordinance), it is the intent of the Parties that same will require their discussion and mutual agreement to amend this Agreement to address such matters.

Section 14. Integration/Merger

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

Section 15. Modification and Waiver

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

Section 16. Captions and Section Headings

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

Section 17. Successors and Assigns

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

Section 18. Third Party Beneficiaries

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

Section 19. Construction

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

Section 20. Counterparts

This Agreement may be executed in any number of and by the Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an

254 original, and such counterparts shall together constitute but one and the same
255 instrument.

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

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CITY OF GAINESVILLE

By: 

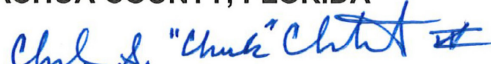
Lauren Poe
Mayor

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

259

