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5 **INTERLOCAL AGREEMENT**  
6 **BETWEEN GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY,**  
7 **CITY OF GAINESVILLE AND ALACHUA COUNTY**  
8

9 **THIS Interlocal Agreement ("Agreement") is made effective this** 22<sup>nd</sup> **day**  
10 **of** May, 2018, by and between the **GAINESVILLE COMMUNITY**  
11 **REDEVELOPMENT AGENCY, a public body corporate and politic existing under**  
12 **the laws of the State of Florida, ("CRA") and the CITY OF GAINESVILLE, a Florida**  
13 **municipal corporation, ("City) and Alachua County, a charter county and political**  
14 **subdivision of the State of Florida ("County"). The CRA, City and County are**  
15 **collectively referred to as the "Parties".**

16 **WHEREAS, the CRA, City and County are authorized by Section 163.01, Florida**  
17 **Statutes, to enter into interlocal agreements;**

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

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

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

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

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

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

34 **WHEREAS, the increase in assessed value of property within the CPUH area**  
35 **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.

56  
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).

61  
62 (C) The City shall continue to contribute tax increment calculated at the City's millage  
63 rate into the CPUH Redevelopment Trust Fund.

64  
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.

68  
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:

134

**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 5<sup>th</sup> Avenue, Suite 200  
Gainesville, FL 32601

**County:**  
Alachua County, Florida  
Attn: County Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601

With copy to:

Clerk of the Court  
Attn: Finance & Accounting  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, FL 32601

and

Office of Management and Budget  
Attn: Contracts  
12 SE 1<sup>st</sup> Street, 2<sup>nd</sup> 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.

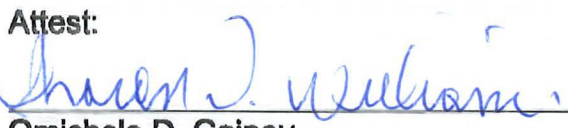
156 **Section 15. Third Party Beneficiaries.** This Agreement does not create any  
157 relationship with, or any rights in favor of, any third party.

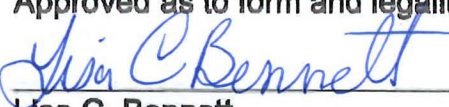
158 **Section 16. Construction.** This Agreement shall not be construed more strictly  
159 against one party than against the other merely by virtue of the fact that it may have  
160 been prepared by one of the Parties. It is recognized that all Parties have substantially  
161 contributed to the preparation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

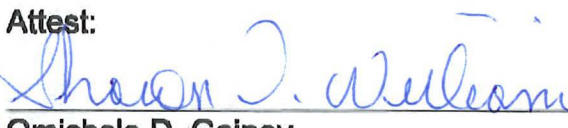
**GAINESVILLE COMMUNITY  
REDEVELOPMENT AGENCY**


By:   
~~Adrian Hayes Santos~~ Executive Director  
Chairman Anthony Lyons

Attest:   
Omichele D. Gainey  
Clerk of the CRA Board

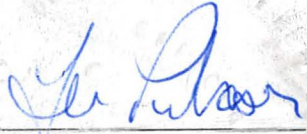
Approved as to form and legality:  
  
Lisa C. Bennett  
CRA Attorney


**CITY OF GAINESVILLE**  
By:   
Lauren Poe  
Mayor  
June 13, 2018

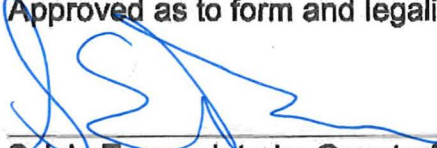
Attest:   
Omichele D. Gainey  
Clerk of the City Commission

Approved as to form and legality:  
  
Nicolle Shalley  
City Attorney

**ALACHUA COUNTY, FLORIDA**

By:   
\_\_\_\_\_  
Lee Pinkoson  
Chairman  
Board of County Commissioners

Attest:   
\_\_\_\_\_  
Jesse K. Irby, II  
Clerk of the Board of County Commissioners

Approved as to form and legality:  
  
\_\_\_\_\_  
Sylvia Torres, Interim County Attorney  
City Attorney