

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

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

68

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

70

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

75

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

78

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

82

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

84

85 (d) Unsanitary or unsafe conditions.

86

87 (e) Deterioration of site or other improvements.

88

89 (f) Inadequate and outdated building density patterns.

90

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

93

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

95

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

98

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

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

103  
104 (l) A greater number of violations of the Florida Building Code in the area than the  
105 number of violations recorded in the remainder of the county or municipality.

106  
107 (m) Diversity of ownership or defective or unusual conditions of title which prevent the  
108 free alienability of land within the deteriorated or hazardous area.

109  
110 (n) Governmentally owned property with adverse environmental conditions caused by a  
111 public or private entity.

112  
113 (o) A substantial number or percentage of properties damaged by sinkhole activity  
114 which have not been adequately repaired or stabilized.

115  
116 **Section 2. Financial Contributions for Community Redevelopment in the**  
117 **Consolidated Gainesville Community Redevelopment Area**

118 The City and County agree that each is obligated to annually remit, no later than the  
119 due date specified, the below listed contributions to the Agency (as same may be  
120 renamed by the Ordinance described in Section 3 below) to be accounted for separately  
121 by the City and its use restricted to Community Redevelopment within the boundary of  
122 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

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

125 The County agrees that it is obligated to annually allocate, no later than the due date  
126 specified, the below listed contributions to be accounted for separately by the County  
127 and its use restricted to Community Redevelopment within the boundary of the  
128 Gainesville Metropolitan Area, as depicted on the map attached as **Exhibit A** to this  
129 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

130

131 **Section 4. Annual Work Plans**

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

137 **Section 5. Ordinance**

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

- 142 • Rename the existing Agency to better reflect its new focus and direction;
- 143
- 144 • Consolidate the four existing Agency areas (Downtown, CPUH, FAPS and  
145 Eastside) into one redevelopment area that retains the existing external  
146 boundary;

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

152  
153 • Provide a public process to review and revise the four existing Agency area  
154 redevelopment plans into one consolidated plan and provide for periodic updates  
155 and modifications thereafter; and

156  
157 • Address all other governance, management, fiscal and administrative matters  
158 necessary to accomplish Community Redevelopment.

159 **Section 6. Failure to adopt Ordinance**

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

164 **Section 7. Indemnification**

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

167 **Section 8. Sovereign Immunity**

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

170 **Section 9. Termination**

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

176 **Section 10. Public Records**

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

182 **Section 11. Applicable Law and Venue**

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

187 **Section 12. Notices**

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

191 **City of Gainesville**  
192 Attn: City Manager  
193 200 E. University Ave, Suite 408  
194 Gainesville, FL 32601

With copy to:  
CRA Director  
802 NW 5<sup>th</sup> Ave, Suite 200  
Gainesville, FL 32601

195 And to: City Finance Director  
196 200 E. University Ave, Suite 231  
197 Gainesville, FL 32601

198 **Alachua County**  
199 Attn: County Manager  
200 12 SE 1<sup>st</sup> Street  
201 Gainesville, FL 32601

With copy to: Clerk of the Court  
Attn: Finance & Accounting  
12 SE 1st Street, 3rd Floor  
Gainesville, FL 32601

202 And to: Office of Management and Budget  
203 Attn: Contracts  
204 12 SE 1st Street, 2nd Floor  
205 Gainesville, FL 32601

206 **Section 13. Intent**

207 It is the intent of the Parties that:

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

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

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

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

222 **Section 14. Integration/Merger**

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

230 **Section 15. Modification and Waiver**

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

237 **Section 16. Captions and Section Headings**

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

240 **Section 17. Successors and Assigns**

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

243 **Section 18. Third Party Beneficiaries**

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

246 **Section 19. Construction**

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

251 **Section 20. Counterparts**

252 This Agreement may be executed in any number of and by the Parties hereto on  
253 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.

258

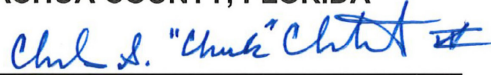
**CITY OF GAINESVILLE**

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:

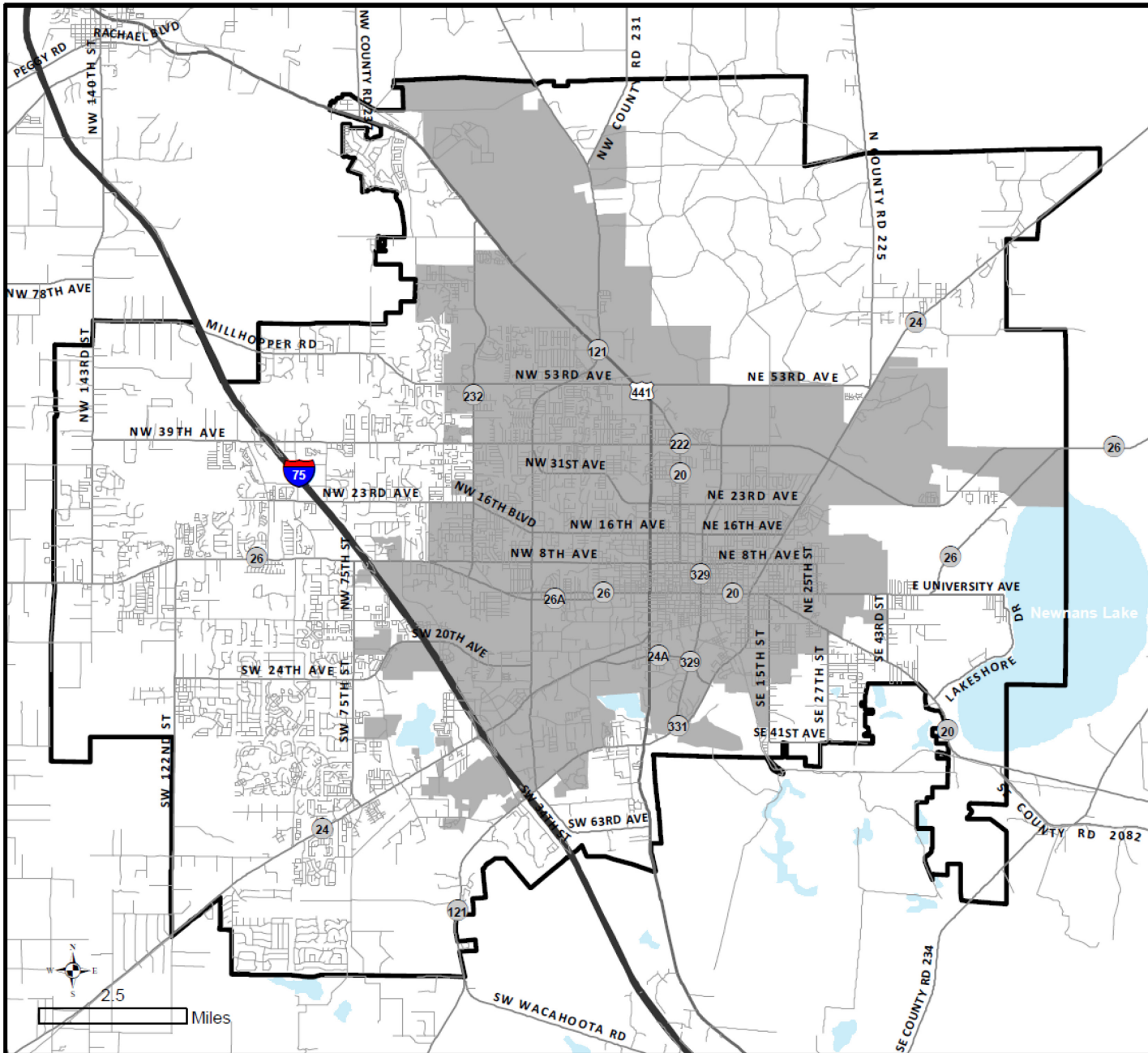
  
\_\_\_\_\_  
Sylvia Torres, County Attorney

259

**Exhibit A: City of Gainesville  
Metropolitan Area**

**Legend**

-  Metropolitan Boundary
-  City of Gainesville



**NOTES:**  
Date: 2/22/2019  
Map Document:

**PREPARED AT:**  
Alachua County  
Department of Growth Management  
10 SW 2nd Avenue  
Gainesville, FL 32601  
(352) 374-5249  
<http://growth-management.alachuacounty.us/>