

**INTERLOCAL AGREEMENT  
BETWEEN ALACHUA COUNTY AND CITY OF NEWBERRY**

This Interlocal Agreement (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter "County") and the City of Newberry, a Florida municipality, (hereinafter "City"), is made and entered into on the 24th day of August 2021, and shall be effective on the date of execution.

**WHEREAS**, the City wishes to establish a Community Redevelopment Agency consistent with the "Community Redevelopment Act of 1969" (Chapter 163, Part III, Fla. Stat.); and

**WHEREAS**, the County, as a charter county, is vested with all of the powers under the Community Redevelopment Act of 1969; and

**WHEREAS**, the County may, in its discretion, delegate the exercise of powers to municipalities within the boundaries of the County; and

**WHEREAS**, Chapter 163, Florida Statutes, authorizes public agencies to enter agreements to provide services and to exercise jointly any power, privilege, or authority they share in common and which each might exercise separately; and

**WHEREAS**, Section 163.387(3)(b), Fla. Stat., permits alternative provisions contained in an interlocal agreement to supersede provisions in statute; and

**WHEREAS**, the City and the County wish to enter an interlocal agreement with certain provisions which supersede conflicting provisions of statute; and

**NOW THEREFORE**, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

**Section 1. Intent of Parties.**

It is the intent of the Parties that provisions in this Agreement which conflict with provisions of the Community Redevelopment Act of 1969, as amended, shall control. The County and City

intend to bind themselves and any community redevelopment agency the City may establish (hereinafter "CRA") to the terms and obligations of this Agreement.

## **Section 2. Term of Agreement.**

The Parties agree that:

- 1) Pursuant to the Community Redevelopment Act of 1969 and the terms of this Agreement, the City may adopt a Community Redevelopment Plan for 20 years beginning January 2021 (hereinafter "initial term").
- 2) The City may amend its plan to extend the Community Redevelopment Plan for up to an additional 20 years with prior approval by the County through an affirmative vote of the County Commission.
- 3) The "base year" taxable property assessment roll, used for the calculation in Sec. 163.387(1), Fla. Stat., shall be the values used for taxation in calendar year 2019.

## **Section 3. City and CRA's Obligations.**

If the City chooses to establish a CRA and complies with all of the provisions of statute to establish the CRA trust fund, the City and the CRA agree to the following.

- 1) Redevelopment Plan:
  - a. The City shall provide the Redevelopment Plan and any amendments to the Redevelopment Plan to the County for approval by an affirmative vote of the County Commission prior to the City's adoption of the Redevelopment Plan and any amendments.
  - b. The Redevelopment Plan and all amendments to the Redevelopment Plan shall meet all the requirements of statute, including the requirement that the plan contain a detailed statement of the projected costs of redevelopment, "including the amounts to be expended on publicly funded capital projects in the redevelopment area and any indebtedness of the community redevelopment agency... if such indebtedness is to be repaid with increment revenues." *See* Sec. 163.362(9), Fla. Stat.
  - c. The Redevelopment Plan and any amendments to the Redevelopment Plan shall not include projects on or directly serving property currently identified as Tax Parcels 01934-000-000, Parcel 01934-001-002 Parcel 01934-001-000, Parcel 01934-003-000 and Parcel 01934-002-000 without first obtaining approval from the County. Notwithstanding the requirements of this subsection, the City and the CRA do not need to obtain approval from the County, separate from the Redevelopment Plan, for public infrastructure projects adjacent to the parcels enumerated above.
  - d. The Redevelopment Plan and any amendments to the Redevelopment Plan shall include a requirement that no more than 30% of all funds deposited into the CRA trust fund be used on administrative costs necessary or incidental to the implementation of a community redevelopment plan adopted by the agency. Administrative costs are costs related to CRA functions; including general accounting, budgeting, financial and cash management, procurement and

purchasing, personnel and property management, payroll, audit and general legal services, oversight and management of CRA activities, developing systems and procedures. Administrative costs do not include capital and operating costs associated with projects. In no case may funds from the CRA trust fund be used for general government operating expenses unrelated to the planning and carrying out of the Redevelopment Plan.

- e. The remaining funds in the CRA trust fund may be used to fund all CRA projects included in the Redevelopment Plan and to fund the expenses associated with those projects.
  - f. Redevelopment activities and projects in the Redevelopment Plan shall be designed to mitigate the slum/blighted conditions of the redevelopment area that are the basis for the Finding of Necessity required to be made by the City.
- 2) The City shall deposit 95% of an amount based on the calculation of increment using the City' s millage in that year into the CRA trust fund, unless otherwise provided by this Agreement.
  - 3) The City and the CRA may sell bonds and execute notes, and enter other forms of debt or leveraging, as well as collateral documents, to finance capital improvements deemed necessary by the CRA redevelopment purposes. However, the City and the CRA may not sell bonds or notes, or enter other forms of debt or leveraging, including associated collateral documents, which mature after the expiration of the Redevelopment Plan in effect at the time of the execution of the debt or leveraging. The City may loan money to the CRA at a 0% interest rate only.
  - 4) The City and the CRA shall abide by all provisions of the Community Redevelopment Act of 1969 (currently codified as Florida Statutes, Title IX, Chapter 163, Part III) and any implementing regulation, or its successor statutes or regulations, as amended from time to time, so long as those provisions are not inconsistent with this Agreement.

#### **Section 4. County's Obligations.**

The County agrees to the following.

- 1) The County shall, by resolution, delegate to the City all the powers for redevelopment in the Community Redevelopment Act of 1969, as it appears on the date of execution of this Agreement, except those which are inconsistent with this Agreement.
- 2) If the City chooses to establish a CRA and complies with all of the provisions of statute and this agreement to establish the CRA trust fund, the County shall deposit 95% of an amount based on the calculation of increment using the City' s millage in that year into the CRA trust fund, unless otherwise provided by this Agreement. The County ' s first deposit shall be no earlier than January 2021.
- 3) The County shall abide by all provisions of the Community Redevelopment Act of 1969 (currently codified as Florida Statutes, Title IX, Chapter 163, Part III) and any

implementing regulation, or its successor statutes or regulations, as amended from time to time, so long as those provisions are not inconsistent with this Agreement.

**Section 5. Entire Agreement.** This Agreement constitutes the entire agreement, including all attachments, and supersedes all prior written or oral agreements, understandings or representations.

**Section 6. Default and Termination.** This Agreement shall be effective on the effective date above and remain in effect until terminated as follows:

- A. If any Party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if any Party breaches any of the provisions, covenants or stipulations under this Agreement, another party may give a written notice to all Parties stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the Administrating Officials of all Parties, or their designee, shall meet to resolve the dispute.
- B. If the Administrating Officials, or their designees, are unable to resolve the dispute, the parties agree to mediate any dispute. If mediation is unsuccessful, a non-breaching party may terminate this Agreement upon affirmative vote of the respective Commission for a material breach. The telmination would then be effective at the time the next payment to the CRA trust fund by the non-breaching party is due. If at the time of a termination, caused by a material breach by the County that cannot be cured, the CRA has outstanding bonds or is in other ways in debt, the termination shall not take effect until after the terms of the indebtedness are fulfilled. If at the time of a telmination, caused by a material breach by the City that cannot be cured, the County is relieved from its obligation to continue to pay on the CRA debt service.
- C. If any unallocated funds remain in the CRA trust fund at the termination of the CRA, the fonds shall be divided equally between the County and the City.

**Section 7. Indemnification.** Each Party hereby assumes responsibility for, and hereby agrees to indemnify and hold the other Parties harmless from any and all liability, claims or damages imposed on another Party up to the monetary limits provided in Sec. 768.28, Fla. Stat., arising out of or in connection with the negligent acts, omissions or misconduct of the Parties, and their agents or employees relating to the responsibilities of the Parties under this Agreement.

**Section 8. Liability.** Each Party shall be solely responsible for the negligent acts or omissions of its employees, volunteers and agents which in any way relate to or arise out of this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by any Party of its sovereign immunity or

provisions of Sec. 768.28, Fla. Stat. This Agreement does not create any relationship with, or any rights in favor of any third party.

**Section 9. Filing of Agreement.** The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required by Sec. 163.01(11), Fla. Stat.

**Section 10. Project Records.** Each Party shall meet the requirements of Chapter 119, Fla. Stat., for retaining public records and transfer, at no cost, to any other requesting 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.** The laws of the State of Florida shall govern this Agreement; venue is Alachua County, Florida.

**Section 12. Notices.** Except as otherwise provided herein, any notice, acceptance, request or approval from any Party to any other Party shall be in writing and, sent by certified mail, return receipt requested, to all Parties and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. For the purposes of this Agreement, the Parties' representatives are:

**COUNTY**

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

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

and

Office of Management and Budget  
12 SE 1<sup>st</sup> Street 2<sup>nd</sup> Floor  
Gainesville, Florida 32601  
Attn: Contracts

**CITY AND CITY'S POTENTIAL CRA**

City Manager  
City of Newberry, Florida

25440 W. Newberry Road  
PO Box 369

Newberry, Florida 32669

**Section 13. Non-Waiver.** Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

**Section 14. Amendment.** The Parties may amend this Agreement only by a mutual written agreement.

**Section 15. Severability.** If any provisions of this Agreement shall be declared illegal, void, or unenforceable the other provisions shall not be affected but shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: *Ken Cornell*  
Chairman  
Board of County Commissioners

(SEAL)  
ATTEST

*J.K. "Jess" Irby, Esq.*  
J.K. "Jess" Irby, Esq. (Sep 8, 2021 13:49 CDT)  
Alachua County Clerk

APPROVED AS TO FORM

DocuSigned by:  
*Corbin Hanson*  
9FF93D92AF02438...

Alachua County Attorney

NEWBERRY, FLORIDA

By: *[Signature]*

*[Signature]*  
City Clerk

(SEAL)  
ATTEST



APPROVED AS TO FORM

*[Signature]*  
City of Newberry Attorney









# Item #5, 21-0768

Final Audit Report

2021-09-08

Created:	2021-09-08
By:	Steve Donahey (asd@alachuaclerk.org)
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