



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

**This Agreement** ("Agreement") is made effective this 9<sup>th</sup> day of April, 2019, by and between the **CITY OF GAINESVILLE, a Florida municipal corporation,** ("City) and **ALACHUA COUNTY, a charter county and political subdivision of the State of Florida** ("County"). The City and County are collectively referred to as the "Parties" and individually referred to as each "Party."

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

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

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

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

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

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

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

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

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

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

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

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

54       **Section 1. Definitions**

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

57       **"Community redevelopment"** means undertakings, activities, or projects for the  
58 elimination and prevention of the development or spread of Slum and Blight (as defined  
59 below), or for the reduction or prevention of crime, or for the provision of affordable  
60 housing, whether for rent or for sale, to residents of low or moderate income, including  
61 the elderly, and may include slum clearance or rehabilitation and revitalization of tourist  
62 areas that are deteriorating and economically distressed, or rehabilitation or  
63 conservation, or any combination or part thereof, including the preparation of any plans  
64 for such Community Redevelopment.

65       **"Slum"** means an area having physical or economic conditions conducive to disease,  
66 infant mortality, juvenile delinquency, poverty, or crime because there is a  
67 predominance of buildings or improvements, whether residential or nonresidential,  
68 which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and  
69 exhibiting one or more of the following factors:  
70

71 (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces.

72  
73 (b) High density of population, compared to the population density of adjacent areas  
74 within the county or municipality; and overcrowding, as indicated by government-  
75 maintained statistics or other studies and the requirements of the Florida Building Code.

76  
77 (c) The existence of conditions that endanger life or property by fire or other causes.

78  
79 **"Blight"** means an area in which there are a substantial number of deteriorated or  
80 deteriorating structures; in which conditions, as indicated by government-maintained  
81 statistics or other studies, endanger life or property or are leading to economic distress;  
82 and in which two or more of the following factors are present:

83  
84 (a) Predominance of defective or inadequate street layout, parking facilities, roadways,  
85 bridges, or public transportation facilities.

86  
87 (b) Aggregate assessed values of real property in the area for ad valorem tax purposes  
88 have failed to show any appreciable increase over the 5 years prior to the finding of  
89 such conditions.

90  
91 (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

92  
93 (d) Unsanitary or unsafe conditions.

94  
95 (e) Deterioration of site or other improvements.

96  
97 (f) Inadequate and outdated building density patterns.

98  
99 (g) Falling lease rates per square foot of office, commercial, or industrial space  
100 compared to the remainder of the county or municipality.

101  
102 (h) Tax or special assessment delinquency exceeding the fair value of the land.

103  
104 (i) Residential and commercial vacancy rates higher in the area than in the remainder of  
105 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 5<sup>th</sup> 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**



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

251 **Section 19. Construction**


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

256 **Section 20. Counterparts**

257 This Agreement may be executed in any number of and by the Parties hereto on  
258 separate counterparts, each of which when so executed shall be deemed to be an  
259 original, and such counterparts shall together constitute but one and the same  
260 instrument.

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

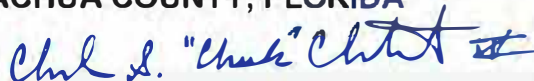
**CITY OF GAINESVILLE**

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

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**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/>

