

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF ALACHUA
FOR DISTRIBUTION OF WILD SPACES &
PUBLIC PLACES ENVIRONMENTAL LANDS,
PARKS AND RECREATION ONE-HALF
PERCENT SALES TAX**

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2017, between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the City of Alachua, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality").

W I T N E S S E T H:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax (hereinafter referred to as "Surtax") pursuant to ordinance enacted by a majority of the members of the board of county commissioners and approved by a majority of the electors of the County; and

WHEREAS, Subsection 212.055(2)(c), Florida Statutes, provides that the proceeds of the Surtax levied shall be distributed according to an interlocal agreement between the County governing body and the governing bodies of the municipalities representing a majority of the County's municipal population; and

WHEREAS, pursuant to Subsection 212.055(2)(c), Florida Statutes, the County and the City of Gainesville, which contains a majority of the County's municipal population, have entered

into an interlocal agreement establishing the allocation of Surtax proceeds in accordance with the formulas in Section 218.62, Florida Statutes; and

WHEREAS, the County's agreement with the City of Gainesville, among other things, requires that \$3 million of the County's formula share of Surtax proceeds be used to fund a competitive grant program available to all nine of Alachua County's municipalities, including the City of Gainesville; and

WHEREAS, the Municipality has been awarded a grant for construction of the project described in Section 2 (the "Project"); and

WHEREAS, the parties desire to enter into this Agreement to implement the grant;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and Subsection 212.055(2), Florida Statutes, the parties hereto agree as follows:

1. Term. This agreement shall take effect on the day and year first above written and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County's portion of the Project cost, as required herein.
2. Project Construction and Funding. The Project shall consist of the construction of two (2) multipurpose fields, outdoor amphitheater and related support facilities at Legacy Park. These facilities directly support the requirements of the referendum as they create and improve park and recreational facilities and shall comply in all respects with the requirements of Subsection 212.055(2), Florida Statutes. The Municipality shall begin construction of the Project not later than November 1, 2018 and proceed diligently to completion. The anticipated Project completion date is September 30, 2020. The Municipality shall submit for financial reimbursement to the County no more frequently than monthly. The County shall reimburse up to fifty percent (50%)

of the amount expended by the Municipality for such Project upon submission by the Municipality of a requisition to the Clerk, accompanied by such documentation as the Clerk may reasonably require. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that maximum amount payable by the County to the Municipality in respect of the Project is \$500,000.

3. Counterparts. This agreement may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

4. Filing with the Clerk of Court. A copy of this agreement and all subsequent amendments hereto shall be filed with the Clerk of Circuit Court of Alachua County, Florida, upon its execution by all parties hereto.

5. Entire Agreement. This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to the Surtax.

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IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their duly authorized officials on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby, II, Clerk
(SEAL)

Alachua County Attorney

City of Alachua

By: _____
Mayor

ATTEST:

Clerk
(SEAL)