

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY  
AND THE CITY OF GREEN COVE SPRINGS FOR THE  
COLLECTION OF COMPREHENSIVE IMPACT FEES**

**THIS INTERLOCAL AGREEMENT FOR THE COLLECTION OF COMPREHENSIVE IMPACT FEES** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between CLAY COUNTY, a political subdivision of the State of Florida (“County”), whose address is 477 Houston St., Green Cove Springs, Florida 32043 and the CITY OF GREEN COVE SPRINGS, a municipal corporation of the State of Florida (“Green Cove Springs” or “Municipality”), whose address is 321 Walnut St., Green Cove Springs, Florida 32043. County and Municipality may be separately referred to as “party” and collectively referred to as “parties” herein.

**WHEREAS**, on December 13, 2022, Clay County adopted Ordinance No. 2022-56, known as the Comprehensive Impact Fee Ordinance (“Ordinance”) and codified in Article VII of Chapter 16 of the Clay County Code; and

**WHEREAS**, the County’s adoption of the Ordinance provided, among other things, that impact fees would be enacted that would help to fund the capital costs related to the provision of Government, Jails, and Constitutional Facilities; Fire and Rescue Facilities; Law Enforcement Facilities; Community Parks; Regional Parks; and Library and Cultural Facilities; and

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Section 163.01 et seq., Florida Statutes, contemplates Interlocal Agreements between governmental entities; and

**WHEREAS**, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Sections 16.146, 16.156, 16.166, 16.176, 16.186, 16.196, and 16.206 of the Ordinance provide for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities located within the County through an Interlocal Agreement; and

**WHEREAS**, the purpose of this Interlocal Agreement is to establish procedures for the collection and distribution of impact fees generated from development activity within Green Cove Springs; and

**WHEREAS**, it is in the mutual interest of the County and Green Cove Springs to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of

public services in an efficient and equitable manner; and

**WHEREAS**, the County and Green Cove Springs find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties, and purposes authorized by law; and

**WHEREAS**, the County and Green Cove Springs desire to delineate their respective rights and obligations as set forth below.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, with each party waiving any challenge to the sufficiency of such consideration, the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement.

**Section 2. Florida Interlocal Cooperation Act.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:

a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

**Section 3. Agreement by the Parties.**

a. **Establishment of Comprehensive Impact Fees.** The following Impact Fees have been established and imposed throughout the unincorporated area of the county and within the incorporated area of Green Cove Springs subject to entry into an interlocal agreement through the adoption of the Ordinance:

- i. Government, Jails, and Constitutional Facilities Impact Fees;
- ii. Fire and Rescue Facilities Impact Fees;
- iii. Regional Parks Impact Fees; and
- iv. Library and Cultural Facilities Impact Fees.

The Ordinance provides for the setting of the Impact Fees listed above, including legislative findings and administrative procedures for the collection and expenditure thereof. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipality to collect the Comprehensive Impact Fees on behalf of the County.

**b. Collection of Comprehensive Impact Fees.** It is agreed by the parties that the Municipality will collect the following Impact Fees on behalf of the County prior to or coincident with the request for Electrical Power Clearance for applicable Capital Facilities Impact Construction within the Municipality:

- i. Government, Jails, and Constitutional Facilities Impact Fees—the rate for the Government, Jails, and Constitutional Facilities Impact Fees to be collected for all Capital Facilities Impact Construction shall be calculated in accordance with Section 16.158, as adjusted by Section 16.225, of the Ordinance. The Municipality shall maintain the collected Government, Jails, and Constitutional Facilities Impact Fees in separate GL revenue accounts in the governmental budget.
- ii. Fire and Rescue Facilities Impact Fees—the rate for the Fire and Rescue Facilities Impact Fees to be collected for all Capital Facilities Impact Construction shall be calculated in accordance with Section 16.168, as adjusted by Section 16.225, of the Ordinance. The Municipality shall maintain the collected Fire and Rescue Facilities Impact Fees in separate GL revenue accounts in the governmental budget.
- iii. Regional Parks Impact Fees—the rate for the Regional Parks Impact Fees to be collected for all Residential Construction shall be calculated in accordance with Section 16.198, as adjusted by Section 16.225, of the Ordinance. The Municipality shall maintain the collected Regional Parks Impact Fees in separate GL revenue accounts in the governmental budget.
- iv. Library and Cultural Facilities Impact Fees—the rate for the Library and Cultural Facilities Impact Fees to be collected shall be calculated in accordance with Section 16.208, as adjusted by Section 16.225, of the Ordinance. The Municipality shall maintain the collected Library and Cultural Facilities Impact Fees in separate GL revenue accounts in the governmental budget.

**c. Exemptions Subject to Changes in Size and Use in Lieu of Payment of Comprehensive Impact Fees.** As provided in Section 16.217 of the Ordinance, yet subject to the provisions in Section 16.220 of the Ordinance, certain exemptions from the payment of Impact Fees exist. In the event an Impact Fee exemption is requested, such request shall be forwarded to the County's Impact Fee Coordinator. The Impact Fee Coordinator will determine if the exemption applies and if so, provide written authorization for the exemption. Upon receipt of the written authorization from the Impact Fee Coordinator, the Municipality shall note the exemption from the collection of the Comprehensive Impact Fees. Evidence of any exemptions to the collection of the Comprehensive Impact Fees shall be provided by the Municipality to the County on a monthly basis.

**d. Affordable and Workforce Housing Impact Fee Waiver in Lieu of Payment of Comprehensive Impact Fees.** As provided in Section 16.218 of the Ordinance, a person may be granted an Affordable and Workforce Housing Impact Fee waiver by the County against the Impact Fees imposed by the Ordinance. In the event such a waiver is requested, the request shall be forwarded to the County's Impact Fee Coordinator. The Impact Fee Coordinator will determine if a waiver shall be granted and if so, will provide written authorization for the waiver. Upon receipt of the written authorization from the Impact Fee Coordinator, the Municipality shall note the waiver from the collection of the Comprehensive Impact Fees. Evidence of any waiver of the collection of the Comprehensive Impact Fees shall be provided by the Municipality to the County on a monthly basis.

**e. Economic Development Impact Fee Mitigation Program in Lieu of Payment of Comprehensive Impact Fees.** As provided in Section 16.219 of the Ordinance, certain Capital Facilities Impact Construction may be eligible to receive Economic Development Impact Fee Mitigation against the Impact Fees imposed by the Ordinance. In the event such a fee mitigation is requested, the request shall be forwarded to the County's Impact Fee Coordinator. The Impact Fee Coordinator will determine if a fee mitigation shall be granted and if so, will provide written authorization for the mitigation. Upon receipt of the written authorization from the Impact Fee Coordinator, the Municipality shall apply the mitigation to the collection of the Comprehensive Impact Fees. Evidence of any mitigation to the collection of the Comprehensive Impact Fees shall be provided by the Municipality to the County on a monthly basis.

**f. Developer Contribution Credits in Lieu of Payment of Comprehensive Impact Fees.** As provided in Section 16.221 of the Ordinance, a developer may be granted a credit by the County against the Comprehensive Impact Fees imposed by the Ordinance. In the event such a credit is requested, the request shall be forwarded to the County's Impact Fee Coordinator. The Impact Fee Coordinator will determine if a credit shall be granted and if so, will provide written authorization for the credit. Upon receipt of the written authorization from the Impact Fee Coordinator, the Municipality shall apply the credit to the collection of the Comprehensive Impact Fees. Evidence of any credits against the collection of the Comprehensive Impact Fees shall be provided by the Municipality to the County on a monthly basis.

**g. Administrative Costs.** In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipality may retain 3% of the Comprehensive Impact Fees received or the actual costs of administration and collection of any Comprehensive Impact Fees received, whichever is less. The Municipality is responsible

for maintaining records reflecting the actual costs incurred as the basis of the administrative fee retained by the Municipality.

**h. Remittance of Comprehensive Impact Fees.** The Municipality shall remit the collected Comprehensive Impact Fees together with any interest earned thereon, minus the administrative fee to the County, on a monthly basis, with the transfer of funds to occur on or before the fifteenth (15th) day of the month. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Clay County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

The Municipality shall, in addition to the monthly transfer of the Comprehensive Impact Fees, remit to the County a report accounting for the total Comprehensive Impact Fees collected for the month and the administrative fees it retained. The report shall specify the dates the Impact Fees were paid, the location of the properties for which the Electrical Power Clearance was issued, the names and addresses of the applicants, the type/use of structures for which the Electrical Power Clearance was issued, and the amount of the Comprehensive Impact Fees paid. Should no Comprehensive Impact Fees be collected for the month, the Municipality shall report to the County that no Comprehensive Impact Fees are to be remitted because no Comprehensive Impact Fees were collected by the Municipality.

**i. Expenditure of Comprehensive Impact Fees.** Comprehensive Impact Fees collected by the Municipality shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Comprehensive Impact Fees.

**Section 4. Indemnification.** To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions, or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the Municipality and County.

**Section 5. Default.** A default by either party under this Interlocal Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each party hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

**Section 6. Disputes/Enforcement.** All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event

that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings. Nothing contained herein is intended, nor shall be construed, to serve as a waiver of sovereign immunity and extend either party's liability beyond the limits established in Section 768.28, Florida Statutes.

**Section 7. Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

**Section 8. Interpretation.** This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 9. Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

**Section 10. Waiver.** A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**Section 11. Entire Agreement and Amendment.** This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties in a manner consistent with this Agreement by both parties to the Agreement.

**Section 12. Time is of the Essence.** The parties agree that time is of the essence with respect to this Interlocal Agreement.

**Section 13. Notice.** Each party shall furnish to the other party such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

**FOR CLAY COUNTY:**

Clay County Board of County Commissioners  
Attn: County Manager  
477 Houston St.  
P.O. Box 1377  
Green Cove Springs, Florida 32043

**FOR CITY OF GREEN COVE SPRINGS:**

City of Green Cove Springs  
Attn: City Manager  
321 Walnut St.  
Green Cove Springs, Florida 32043

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

**Section 14. Public Records and Audit.**

a. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the County

b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County, upon written reasonable notice, shall have the right to audit and inspect any records of the Municipality relating to this Agreement to ensure compliance with the terms of this Agreement.

**IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS**

**AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**Section 15. Effective Date.** This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clay County Clerk of Court, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

**Section 16. Term of Interlocal Agreement.** The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**Section 17. Authority.** The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

**REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURE PAGES TO FOLLOW**



IN WITNESS WHEREOF, the COUNTY OF CLAY as a party hereto affix their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA**

By: \_\_\_\_\_  
Betsy Condon, Its Chairman

ATTEST:

By: \_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

IN WITNESS WHEREOF, the CITY OF GREEN COVE SPRINGS as a party hereto affix their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Daniel M. Johnson, Mayor

ATTEST:

By: \_\_\_\_\_  
Erin West  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
L.J. Arnold III  
City Attorney