

**INTERLOCAL AGREEMENT
BETWEEN CLAY COUNTY AND
CITY OF GREEN COVE SPRINGS**

This Interlocal Agreement (hereinafter “Interlocal Agreement” or "Agreement") by and between Clay County, a charter county and political subdivision of the State of Florida (hereinafter "County”), the City of Green Cove Springs, a Florida municipality, (hereinafter “City”) and the Green Cove Springs Community Redevelopment Agency, a public body corporate created pursuant to Section 163.357, Florida Statutes (hereinafter “ Agency”), (County, City and Agency collectively, the “Parties”), is made and entered into on the ____ day of _____, 2023, and shall be effective on the latter date of execution by the Parties hereto.

WHEREAS, on April 19, 2022, the City approved Resolution R-03-2022 finding the existence of blight in an area of the City (the “Redevelopment Area”) based on a study containing evidence, data, analysis and facts dated March ___, 2022 (“City’s Study”); making certain findings and determinations; and finding a need for creating a Community Redevelopment Agency pursuant to Chapter 163 Part III, Florida Statutes; and

WHEREAS, the Redevelopment Area is generally described as the downtown and US 17 corridor, which is specifically described in the City’s Study; and

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

WHEREAS, Section 163.410, Florida Statutes, authorizes the delegation by the County, in its discretion, to the City the exercise of certain powers related to community redevelopment under Chapter 163, Part III, Florida Statutes, subject to such conditions and limitations as the County may impose; and

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies to enter into 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, on August 9, 2022, the County approved Resolution 2021/2022 – 56 declaring and finding a need to create a Community Redevelopment Agency for the Redevelopment Area within the City and delegating the exercise of certain limited powers to the City to establish a Community Redevelopment Agency and delegate to the Community Redevelopment Agency to prepare and adopt a plan of redevelopment to be submitted to the City and the County for review and approval; and

WHEREAS, on December 13, 2022, the City established the Green Cove Springs Community Redevelopment Agency (the “Agency”) pursuant to Ordinance O-24-2022; and

WHEREAS, on January 12, 2023, the Community Redevelopment Agency approved the CRA Redevelopment Plan; and

WHEREAS, on April 4, 2023, the City approved the CRA Redevelopment Plan (the “Plan”) pursuant to Resolution 2023-03; and

WHEREAS, the City approved this Interlocal Agreement on _____; and

WHEREAS, the County approved the CRA Redevelopment Plan on April 25, 2023, pursuant to Resolution _____; and

WHEREAS, Section 6 of the County’s Resolution 2021/2022 – 56 provided the County would consider the delegation of additional community redevelopment powers to the Agency by an interlocal agreement; and

WHEREAS, the County approved this Interlocal Agreement on April 25, 2023; and

WHEREAS, the Agency approved this Interlocal Agreement on _____; and

WHEREAS, the City, the County, and the Agency now wish to enter into this Agreement to establish procedures for the governance of the City, County and Community Redevelopment Agency and to further provide for the delegation of authority and powers by the County to the City and the Agency.

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

This Interlocal Agreement is entered into pursuant to Section 163.400, Florida Statutes, and the Florida Interlocal Cooperation Act contained in Sections 163.01, et.al., Florida Statutes.

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 Chapter 163 Part III Florida Statutes (“the Act”), as amended, shall control. The County, the City and the Agency intend to bind themselves to the terms and obligations of this Agreement.

Section 2. CRA Redevelopment Plan and Base Year.

The Parties agree that:

A. Pursuant to the Act and the terms of this Agreement, the Agency may adopt a Community Redevelopment Plan for a term of 30 years beginning January 2023.

(1) The Agency may amend its plan to extend the term of the Plan only with an affirmative vote of both the City and the County.

(2) Neither the Agency nor the City may expand the boundaries of the Redevelopment Area without express authorization of the County evidenced by an additional delegating

resolution.

B. The “base year” taxable property assessment roll, used for the calculation in Section 163.387(1), Florida Statutes, shall be the values used for taxation in calendar year 2023.

Section 3. County delegation of powers.

A. With the exception of the community redevelopment powers that continue to vest in the County pursuant to Section 163.358 of the Act, the Agency shall have the right and sole responsibility to exercise the following redevelopment powers specifically delegated by the County pursuant to section 163.370 of the Act only within the Redevelopment Area:

- (1) The power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to the Act.
- (2) The power to disseminate information regarding slum clearance and community redevelopment.
- (3) The power to undertake and carry out community redevelopment and related activities within the Redevelopment Area, which redevelopment may include:
 - (a) Acquisition of a slum area or a blighted area or portion thereof by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition;
 - (b) Demolition and removal of buildings and improvements;
 - (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet

facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Plan;

- (d) The power to dispose of any property acquired in the Redevelopment Area at its fair value as provided in Section 163.380 of the Act, for uses in accordance with the Plan;
- (e) The power to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Plan;
- (f) The power to acquire real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition which, under the Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property, or otherwise put to use for the public good as set forth in the Plan;
- (g) The power to acquire any other real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition, when necessary to eliminate unhealthful, unsanitary or unsafe conditions; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities;
- (h) The power to acquire, without regard to any requirement that the area be a slum or blighted area, air rights in an area consisting

principally of land over highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;

- (i) The power to construct the foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
- (4) The power to provide, or to arrange or contract for, the furnishing or repair by any qualified, licensed person or agency, public or private, of services, privileges, works, streets, roads, bridges, public utilities, or other facilities for, or in connection with, the Plan; to install, construct, and reconstruct streets, bridges, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems necessary and appropriate, which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out the Plan and related activities, and to include in any contract authorized by the Agency in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate;
- (5) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, test borings, or contamination tests, with the permission of the owner(s) and to request an order for this purpose from a court of competent jurisdiction in the

event entry is denied or resisted;

- (6) The power to acquire by purchase, lease, option, gift, grant, bequest, devise or otherwise any real property within the Redevelopment Area (or personal property for its administrative purposes), together with any improvements thereon;
- (7) The power to hold, improve, clear or prepare for redevelopment any property within the Redevelopment Area acquired by the Agency;
- (8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property acquired by the Agency within the Redevelopment Area;
- (9) The power to insure or provide for the insurance of any real or personal property acquired by the Agency within the Redevelopment Area or operations of the Agency against any risks or hazards, including the power to pay premiums on any such insurance;
- (10) The power to enter into any contracts necessary to effectuate the purposes of the Act;
- (11) The power to solicit requests for proposals for redevelopment of parcels of real property within the Redevelopment Area contemplated by the Plan to be acquired for redevelopment purposes by the Agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons or entities pursuant to Section 163.380 of the Act, prior to acquisition of such real property by the Agency;
- (12) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds

subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385 of the Act, at redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be canceled;

- (13) Subject to prior approval of both the City and the County, which approval or disapproval shall be in the sole and absolute discretion of the City and the County, the power to borrow money and to apply for and accept advances, loans, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of the Act, and as a condition of the award of such loan or contribution, to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the Agency deems reasonable and appropriate which are not inconsistent with the purposes of the Act.
- (14) The power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:
 - (a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation or buildings and improvements.
 - (b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair,

rehabilitation, demolition, or removal of buildings and improvements:.

- (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.
- (15) The power to develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.
- (16) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes.
- (17) The power to prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from the Redevelopment Area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.
- (18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act; to make a request to the City or the County to rezone any part of the Redevelopment Area or make exceptions from, or revisions to, building regulations; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any

of the powers granted by the Act.

- (19) The power to make a request to the appropriate authority to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City or the County located within the Redevelopment Area.
- (20) The power to provide funding to support the development and implementation of community policing innovations, subject to any budgetary limitations set forth in this Agreement;.
- (21) The right to exercise any other power that the Florida Legislature grants to community redevelopment agencies after the date of this Agreement, subject to approval of the exercise of such power by the City, and if approved by the City, subsequent approval by the County.
- (22) The Agency shall have the power and obligation to procure all commodities and services under the same purchasing processes and requirements that apply to the City.
- (23) Nothing in this Agreement is intended to prohibit the County and the City from exercising their sovereign powers as prescribed by law.

B. The following powers may not be paid for or financed by increment revenues:

- (1) Construction or expansion of administrative building for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

- (2) Installation, construction, reconstruction, repair or alteration of any publicly owned capital improvements or projects, if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within three years of the approval of the Plan by the County pursuant to a previously approved public capital improvement or project schedule or plan of the County as the governing body which approved the Plan, or the City, unless and until such projects or improvements have been removed from such schedule or plan of the County or the City and three years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment Trust Fund.
- (3) General government operating expenses unrelated to the planning and carrying out of the Plan.

Section 4. Agency, City and County Obligations.

The City, County, and the Agency agree as follows:

- A. The City shall establish by ordinance and administer the redevelopment trust fund (“CRA Trust Fund”) in accordance with the provisions of Section 163.387, Florida Statutes.
- B. The City and the County shall comply with all of the provisions of the Act and this Agreement to fund the CRA Trust Fund.
- C. The Parties shall comply with all provisions of the Act and this Agreement regarding the CRA Trust Fund.
- D. Implementation of the Redevelopment Plan:
 - (1) The County has delegated to the Agency all the powers for redevelopment set forth

above in Section 3 with respect to the Redevelopment Area and only with respect to the Plan as approved by the County, together with any amendments to the Plan, provided that such are approved by the County.

- (2) The Plan and all amendments to the Plan shall meet all the requirements of the applicable statutes, 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.
- (3) For purposes of this Agreement, tax increment funds are such funds or revenues as defined by Section 163.387(1)(a) of the Act.
- (4) The City and County shall deposit 95% of an amount based on the calculation of increment using the City and County’s millage in the applicable year into the CRA Trust Fund in accordance with the Act.
- (5) The monies in the CRA Trust Fund shall be used to fund the Agency projects identified in the Plan. The Agency shall not substantially deviate from the projects set forth in the Plan without a plan amendment approved by both the City and the County.
- (6) The Agency shall review the Plan annually and update it at least every five years.
- (7) Redevelopment activities and projects in the Plan shall be designed to mitigate the slum/blighted conditions of the Redevelopment Area in accordance with the provisions of the Act.
- (8) The Agency may issue bonds and execute notes, and enter into other forms of debt or leveraging, as well as collateral documents, to finance capital improvements

deemed necessary by the Agency for redevelopment purposes in accordance with the powers delegated in Section 3 hereof.

E. Budget

- (1) The Agency shall adopt an annual budget in accordance with the provisions of Section 163.387(6), Florida Statutes and after approval by the Agency and the City submit such to the County.
- (2) Each annual budget shall include a section outlining the accomplishments of the prior fiscal year.
- (3) Any amendments to the adopted annual budget shall be submitted to the County in accordance with the provisions of Section 163.387(6), Florida Statutes.

F. The Agency shall abide by all provisions of this Agreement, any implementing regulations, and to the extent not inconsistent, the Act.

G. The composition of the Agency shall at all times consist of two (2) members appointed by the City, two (2) members appointed by the County and one (1) at-large member appointed by the other four (4) members.

H. Sunset. Unless the Parties agree in writing to a difference timeframe, beginning in October, 2051, the Agency, the City and the County will negotiate an interlocal agreement to account for the sunset of the Green Cove Springs Community Redevelopment Agency and Area. Such agreement shall include but not be limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on the sunset date to the taxing authorities (County and City), the disposition of real and personal property purchased with the Agency funds, and any other issues associated with the dissolution of the Agency. Further, unless agreed otherwise by the Parties in writing, beginning on October 1, 2051, the Agency will not fund any new projects, grants, initiatives, etc. in order to complete all previously funded projects, etc. to provide for the

proper closeout of the Agency prior to the sunset.

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 the sunset of the Agency, unless terminated earlier 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, a 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 representatives of the Parties shall meet to resolve the dispute.

B. If the representatives are unable to resolve the dispute, the Parties shall agree to mediate any dispute according to the provisions of Chapter 164, Florida Statutes. If mediation is unsuccessful, a non-breaching party may terminate this Agreement upon affirmative vote of the respective governing body for a material breach. The termination would then be effective at the time the next payment to the CRA trust fund by the non-breaching party is due provided however there are no outstanding bonds or other forms of Agency indebtedness. If at the time of termination, the Agency has outstanding bonds or other forms of indebtedness, termination shall be subject to the provisions of Florida Statutes Section 163.3755.

C. If any unallocated funds remain in the CRA trust fund at the termination of the CRA, the funds shall be divided proportionally based on the percentage of contribution 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 a Party, and its agents and 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, 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 Clay 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, and the venue is Clay County, Florida, for any legal actions arising hereunder. In the event of any legal actions or litigation arising hereunder, the prevailing party shall be entitled to its attorney's fees and costs from trial through any appellate action subject to and without waiving the monetary limits provided in Sec. 768.28, Fla. Stat.

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
Clay County, Florida
PO Box 1366
Green Cove Springs, FL 32043

With a copy to:
County Attorney
PO Box 1366
Green Cove Springs, FL 32043

CITY

City Manager
321 Walnut Street
Green Cove Springs, FL 32043

With a copy to:
City Attorney
321 Walnut Street
Green Cove Springs, FL 32043

With a copy to:
Development Services Director
321 Walnut Street
Green Cove Springs, FL 32043

AGENCY

With a copy to:

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 provision of this Agreement shall be declared illegal, void, or unenforceable, this Agreement shall be deemed void and of no further effect. The provisions of

this Agreement are not severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year as shown below.

Clay County, Florida

City of Green Cove Springs

By: _____
Betsy Condon
Chair
Board of County Commissioners

By: _____
Daniel M. Johnson
Mayor

Date: _____

Date: _____

Tara S. Green
Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Erin West, City Clerk Clay County

Date: _____

Approved as to form:

Jim Arnold, City Attorney

Date: _____

Green Cove Springs Community
Redevelopment Agency

By: _____

Date: _____