

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

This Interlocal Agreement (hereinafter "Agreement") by and between Clay 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 Green Cove Springs, a Florida municipality, (hereinafter "City"), is made and entered into on the ____ day, of 2023, and shall be effective on the date of execution.

WHEREAS, on April 19, 2022, the City approved Resolution R-03-2022 finding the existence blight in an area of the City; making certain findings and determinations; finding a need for creating a Community Redevelopment Agency pursuant to Chapter 163 Part III, Florida Statutes; 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 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 R-2021/22 – 56 declaring and finding a need to create a Community Redevelopment Agency for a certain geographic area of the City; delegating the exercise of certain powers to create and adopt a Plan of Redevelopment; and

WHEREAS, on October 27, 2022, the newly created Community Redevelopment Agency had their initial meeting, with the composition of the Board members being two members chosen by the City Council, two chosen by the County Commission. The Board, subsequently voted on adding a voted on the 5th member as required by the County Resolution No.2021-2022-56.

WHEREAS, on November 29, 2022, the City Planning and Zoning Commission, as the Local Planning Agency, unanimously approved the CRA Redevelopment Plan and Interlocal Agreement.

WHEREAS, on January 10, 2023, the Community Redevelopment Agency approved the the CRA Redevelopment Plan and Interlocal Agreement.

WHEREAS, the City and the County wish to enter into an interlocal agreement as set forth in the 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 30 years beginning January 2023 (hereinafter "initial term").
- 2) The City may amend its plan to extend the Community Redevelopment Plan (hereinafter "Plan") only with 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 2023.

Section 3. CRA, City and County Obligations.

The City and the CRA shall comply with all of the provisions of the Florida statute to establish the CRA trust fund as follows:

- 1) Redevelopment Plan:
 - a. The CRA shall provide the Redevelopment Plan and any amendments to the Redevelopment Plan to the City and 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 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.
 - c. The City and County shall deposit 95% of an amount based on the calculation of increment using the City and County's millage in that year into the CRA Trust Fund.

- d. The monies in the CRA trust fund shall be used to fund the CRA projects identified in the Redevelopment Plan without a plan amendment. Neither the City nor the CRA shall substantially deviate from the projects set forth in the Plan without a plan amendment.
 - e. The CRA shall review the plan annually and update it at least every five years.
 - 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 approved by the City.
- 2) 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 for redevelopment purposes.
 - 3) 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.
 - 4) The Composition of the CRA Board shall consist of two (2) members appointed by the City, two (2) members appointed by the Board of County Commissioners and one (1) at-large member appointed by the other four (4) members,

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 termination 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 termination, 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 funds 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 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.

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:
Clerk of the Court
825 N Orange Avenue
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, Florida 32043
City Attorney

321 Walnut Street
Green Cove Springs, Florida 32043

Development Services Director
321 Walnut Street
Green Cove Springs, Florida 32043

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.

Clay County, Florida

By: _____
Chair, Board of County Commissioners

Clay County Clerk

Approved as to form:

Clay County Attorney

City of Green Cove Springs

By: _____
Daniel M Johnson, Mayor

Erin West, City Clerk

Approved as to Form

Jim Arnold, City of Green
Cove Springs Attorney

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

Clay County, Florida