

**INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
U.S. 1 COMMUNITY REDEVELOPMENT AGENCY, AND
BREVARD COUNTY**

THIS INTERLOCAL AGREEMENT is entered into by and between the following Parties: the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA U.S. 1 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Ordinance 12-98 after the COUNTY delegated its authority under Part III, Chapter 163, Florida Statutes, as set forth in COUNTY Resolution 97-160; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full trust fund payments required by section 163.387(1), Florida Statutes since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to the COUNTY budget concerns would involve negotiation of an interlocal agreement with various cities and community redevelopment agencies with the goal of working toward reducing or ceasing the COUNTY's future annual trust fund contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

NOW, THEREFORE, the Parties mutually agree as follows:

1. **RECITATIONS**. The foregoing recitations are true and correct and are

incorporated by this reference.

2. **DEFINITIONS.** The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in section 163.387(1)(a), Florida Statutes.

b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any COUNTY established Municipal Services Taxing Unit (MSTU) or dependent special districts on behalf of which the COUNTY levies taxes or approves a budget to the extent that such MSTU or dependent special district is required to contribute a tax increment to the trust fund established by the CITY for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.

3. **AUTHORITY.** This agreement is being entered into under the authority vested in the Parties by section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.

4. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2020. The parties agree that the AGENCY, the CITY and COUNTY shall take such actions as may be required to terminate the AGENCY on the termination date, which actions shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances (1) delegating authority to the CITY to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund.

5. **COUNTY TAX INCREMENT PAYMENT.** In accordance with section 163.387(3)(b), Florida Statutes, the COUNTY will not owe AGENCY any tax increment after September 30, 2019. In the event payments occur after September 30, 2019, the CITY and the AGENCY agree to reimburse the COUNTY all such COUNTY tax increment payments made into the AGENCY Trust fund from October 1, 2019 to September 30, 2020. The COUNTY shall be responsible for transferring the appropriate proportion of the tax increment back to each COUNTY taxing authority.

6. **INDEBTEDNESS AND PROPERTY.** The CITY agrees to assume, and to be fully liable for any indebtedness owed, and receive title to all property owned by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes. The CITY and AGENCY further agree not to incur any new indebtedness of any kind prior to the AGENCY termination date.

7. **CITY PAYMENT INTO AGENCY TRUST FUND.** Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY trust fund through the AGENCY termination date.

8. ANNUAL AUDIT; REPORT; AND MEETING. The AGENCY will comply with the annual reporting requirements in section 163.371, Florida Statutes and the financial audit report requirements in section 163.387(8), Florida Statutes, as amended from time to time. In accordance with Section 163.371(1), the COUNTY agrees that a digital map identical to the current version published by the AGENCY meets the requirement to show geographic boundaries. See <http://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=a9691ce49ac84cf193a6a42aab77f4f0>. No provision of this Agreement shall be construed or interpreted to restrict or prohibit the COUNTY from conducting, at its expense, any other audit of the AGENCY's expenditures as allowed by law.

7. **LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY which are necessary and incidental to the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and the AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services.

8. **EFFECT OF AGREEMENT.** This agreement, including the exhibits, and any written amendments executed by the parties to this agreement constitute the entire agreement between the parties. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties. This agreement supersedes all prior agreements to the extent that they are in conflict with this agreement. This Agreement does not alter CITY Resolution No. 98-20, CITY Ordinance No. 12-98, as modified, and COUNTY Resolution No. 97-160. The Parties agree to modify, amend or repeal these documents on an individual basis, as applicable and necessary, to implement this Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 97-160.

9. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

10. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY:

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
(email address available at City Website)

AGENCY: Community Redevelopment Agency Director
c/o City Manager
U.S. 1 Community Redevelopment Agency of Cocoa
65 Stone Street
Cocoa, FL 32922

COUNTY: Brevard County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940
(email address available at County Website)

or to such other addresses such by notice in writing to any other parties.

11. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

12. **SAVINGS CLAUSE.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

15. **EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by all Parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in the Notice Section of this Agreement.

(Signature Page Follows)


IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and delivered by their duly authorized representatives.

ATTEST:

Paula Suarez

CITY OF COCOA

By:  9/25/2019
Its: _____ Date
(as approved by the board on September 25, 2019)

ATTEST:

Paula Suarez

CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY

By:  10/28/2019
Its: _____ Date
(as approved by the board on October 28, 2019)

ATTEST:


BREVARD COUNTY

By:  _____
Kristine Isnardi, Chair Date
(as approved by the Board on September 5, 2019)