



AGENDA REPORT
July 10, 2018

**Interlocal Agreement between Brevard County, City of Cape Canaveral and
the Cape Canaveral CRA**

SUBJECT:

Interlocal Agreement between Brevard County, the City of Cape Canaveral, and the Cape Canaveral Redevelopment Agency

FISCAL IMPACT:

The CRA will expire two years earlier than the previous Resolution provided. The General Fund will receive these savings beginning in FY 2040-41. Based on the increases in the County's payment of the incremental change in the property values in the CRA boundary, it is estimated that in FY 2040-41 this saving may be significantly higher than the County's FY 2017-18 payment of \$388,417.

Additionally, during this fiscal year the County adjusted the County's tax increment funds paid to the CRA to reflect the provision in Chapter 163, Part III, Florida Statutes. This adjustment resulted in a refund to the County's General Fund of \$102,862 for payments made in prior fiscal years and a slight decrease in the County's payment this fiscal year. This unilateral action taken by the County was ratified and agreed to by all the parties as part of this inter-local agreement.

DEPT/OFFICE:

County Manager

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve the Interlocal Agreement between Brevard County, City of Cape Canaveral and the Cape Canaveral Community Redevelopment Agency. Authorize the Chair to execute the Interlocal Agreement.

SUMMARY EXPLANATION and BACKGROUND:

On May 10, 2017, the Board of County Commissioners, directed the County Manager to move forward to negotiate interlocal agreements with the Community Redevelopment Agencies (CRAs).

The County Manager and the County Attorney began negotiations with the City of Cape Canaveral and the Cape Canaveral CRA late in 2017. As a result of those negotiations, the City of Cape Canaveral and Cape Canaveral CRA executed an Interlocal Agreement on June 19, 2018 with the following provisions:

1. The County will no longer be required to contribute a tax increment payment after September 30, 2040 as opposed to 2042.
2. The County's tax increment funds will be based on the millage rate of the County or the City, whichever is lower.
3. Administrative expenses reimbursed, shall not exceed 5 percent of the total County and City tax increment payments for each fiscal year which reimbursement is made..
4. The CRA will prepare and submit to the County a report in the form set forth in Exhibit A attached to the proposed Interlocal Agreement and agreed to contractually require an independent auditor to examine CRA expenditures and certify that all CRA tax increment funds have been lawfully expended for community redevelopment purposes authorized under the provision of Chapter 163, Part III, Florida Statutes

ATTACHMENTS:

Description

- **Interlocal Agreement Brevard County, City of Cape Canaveral and Cape Canaveral CRA**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 11, 2018

MEMORANDUM

TO: Frank Abbate, County Manager

RE: Item F.33., Interlocal Agreement between Brevard County, City of Cape Canaveral, and Cape Canaveral Community Redevelopment Agency (CRA)

The Board of County Commissioners, in regular session on July 10, 2018, approved the Interlocal Agreement between Brevard County, City of Cape Canaveral, and Cape Canaveral CRA for General Fund savings beginning Fiscal Year 2040-2041. Enclosed is the fully-executed Interlocal Agreement for your action.

Upon recordation, please return the Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: County Attorney
Contracts Administration
Finance
Budget

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CAPE CANAVERAL, FLORIDA
THE CITY OF CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY,
AND BREVARD COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT entered into by and between the **CITY OF CAPE CANAVERAL**, a Florida municipal corporation, 100 Polk Ave., Cape Canaveral, Florida 32920 (hereinafter "the **CITY**"), the **CITY OF CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter "the **CRA**"), and **BREVARD COUNTY**, a political subdivision of the State of Florida, in its own name and on 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 **CRA** pursuant to **CITY** Resolution 2012-10 after the **COUNTY** delegated its authority pursuant to Part III, ch.163, Florida Statutes, as permitted under section 163.410, Florida Statutes, and as set forth in **COUNTY** Resolution 2012-174, as modified and restated by **COUNTY** Resolution 2012-269; and

WHEREAS, pursuant to **CITY** Ordinance 23-2012, the **CITY** created a tax increment redevelopment trust fund (**CRA TIF**) in accordance with section 163.387, Florida Statutes; and

WHEREAS, the **CITY** and **COUNTY** have continuously paid their respective full **CRA TIF** payments required by section 163.387(1), Florida Statutes, to the **CRA** since the first fiscal year of the **CRA**'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 is taking a variety of significant steps to address these issues in the best interests of the citizens of Brevard County; and

WHEREAS, part of a solution to address the budget issues facing the **COUNTY** involves negotiating interlocal agreements with applicable cities and community redevelopment agencies within the **COUNTY** with the goal of working towards reducing or ceasing the **COUNTY**'s future annual **CRA TIF** contributions so the **COUNTY** could utilize those funds in the future for road maintenance, construction and reconstruction; and

WHEREAS, the **COUNTY** recognizes and appreciates that the **CITY** has already taken significant steps over the years to reduce the financial burden on the **COUNTY** to maintain former County roads located within the jurisdictional limits of the **CITY** by previously accepting jurisdiction and maintenance responsibilities over all **COUNTY** roads within the **CITY** including

portions of North Atlantic Avenue and Oak Lane and Ridgewood Avenue; and

WHEREAS, the COUNTY and CITY also recognize that the CRA continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the CRA's boundaries using CRA TIF Payments, consistent with the CRA's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the CRA boundaries, and that the alleviation of these conditions is in the best interests of not only the citizens and businesses within the CITY, but the citizens and businesses of Brevard County as a whole; and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the County's road program goals and the CITY's and CRA's redevelopment efforts within the CRA's boundaries; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS.** The foregoing recitations are true and correct and by this reference incorporated herein by this reference.

2. **DEFINITIONS.** The following definitions shall apply when used in this Agreement:

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 such MSTU or dependent special district is required to contribute a tax increment to the TIF established by the City for the CRA 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, to the extent of any conflict with this agreement and that statutory provision.

4. **TERMINATION OF CRA.** All parties agree that the CRA Termination Date is September 30, 2040. The parties agree that the CITY and COUNTY shall take such actions as may be required to terminate the CRA on the CRA 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 CRA and (2) creating the CRA and CRA TIF. In accordance with section 163.387(3)(b), Florida Statutes, notwithstanding any provision in section 163.387, Florida Statutes to the contrary, after the CRA Termination Date, the COUNTY and CITY shall no longer be

required to contribute a tax increment of any amount to the CRA TIF.

5. **COUNTY AND CITY CRA TIF PAYMENTS.** The COUNTY and CITY will continue their respective annual contributions to the CRA TIF as required by section 163.387, Florida Statutes, in every fiscal year between FY 2017/2018 and FY 2039/2040 as follows: The COUNTY TIF payment amount will be calculated based on the millage rate of the COUNTY or the CITY, whichever is lower. After FY 2039/2040, the COUNTY's and CITY's obligation to make annual contributions shall cease and neither party will make annual contributions for future fiscal years. The COUNTY, CITY and CRA further agree that the provision above regarding the calculation of the COUNTY TIF payment shall be retroactive to the CRA's first fiscal year in which it received COUNTY TIF payments. As such, all parties agree that the COUNTY's previous deduction of \$102,862.00 from the COUNTY's annual TIF contribution to the CRA's Redevelopment Trust Fund in FY 2017/2018 is authorized and approved by the Parties. The amount previously deducted by the COUNTY shall be retained by the COUNTY for county purposes. No further deductions will be made by the COUNTY for previous COUNTY TIF payments made through FY 2017/2018 unless mutually agreed to by the CITY and CRA in writing.

6. **INDEBTEDNESS.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CRA from incurring indebtedness of any kind allowed by law. However, the Parties agree the maturity date for any existing or future indebtedness incurred by the CRA, for which COUNTY TIF payments have been pledged as a source of revenue, shall not extend beyond the CRA Termination Date.

7. **LIMITATION ON CRA ADMINISTRATIVE SERVICES EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the CRA which are necessary and incidental to the implementation of the CRA Community Redevelopment Plan adopted by the CITY and CRA. Additionally, each fiscal year, the CRA shall be permitted to reimburse the CITY for such annual administrative services. However, said reimbursement, payable from COUNTY TIF payments, shall not exceed five percent (5%) of the total CITY and COUNTY TIF payments for each fiscal year in which reimbursement is made.

8. **ANNUAL AUDIT; REPORT; AND MEETING.** In addition to the annual CRA audit report required by section 163.387(8), Florida Statutes, the CRA shall prepare and submit to the COUNTY, in conjunction with the annual CRA audit report, a report in the form set forth in **Exhibit A**, attached hereto. Additionally, the CITY and CRA agree to contractually require the independent auditor preparing the CRA's annual audit report to examine CRA expenditures and certify that all CRA TIF revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any CRA expenditure is not certified as compliant by the independent auditor, the CITY and CRA, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited, contesting the independent auditor's opinion, reimbursing the CRA for such expenditure with CITY funds, or by such other lawful means. After submitting the annual CRA audit report, the City Manager of the CITY or Chairperson of the CRA governing body shall

annually meet with the County Commissioner in whose District the CRA is located to discuss the annual audit reports, if the annual meeting is requested by said County Commissioner. 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 CRA's expenditures as allowed by law.

9. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits and all documents and papers delivered pursuant hereto, 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 does not alter City Resolution No. 2012-10, City Ordinance No. 23-2012 and County Resolution No. 2012-174 as modified and restated in County Resolution 2012-269. The Parties agree to modify or amend these documents on an individual basis, as applicable and necessary, to implement this Agreement.

10. **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.

11. **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/CRA Registered Agent
City of Cape Canaveral
100 Polk Ave
Cape Canaveral, FL 32920
(email address available at City Website)

CRA: CRA Registered Agent/City Manager
CRA of Cape Canaveral
100 Polk Ave
Cape Canaveral, FL 32920

COUNTY: County Manager
2175 Judge Fran Jamieson Way
Cape Canaveral, FL 32940
(email address available at County Website)

or, to such other address chosen by either party after notice of any change of address is first provided to the other Parties in writing.

12. **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.

13. **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.

14. **EFFECTIVE DATE; RECORDATION.** This Agreement shall take effect on the date that it is executed by both 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 Section 12 of this Agreement.

[Signature Page to Follow]

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11
CTTB

IN WITNESS WHEREOF, the parties have caused this agreement to be signed.

CITY OF CAPE CANAVERAL

By:  June 19, 2018
Bob Hoog, Mayor Date

(as approved by the City Council on June 19, 2018)

ATTEST:



Mia Goforth, City Clerk

CITY OF CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY

By:  June 19, 2018
Bob Hoog, Chairman Date

(as approved by the Board on June 19, 2018)

ATTEST:

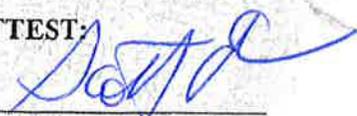

Mia Goforth, Agency Secretary

BREVARD COUNTY

By:  JUL 10 2018
Rita Pritchett, Chair Date

(as approved by the Board on July 10 2018)

ATTEST:


Scott Ellis, Clerk

Community Redevelopment Agency Annual Report Template

- I. INTRODUCTION, MISSION AND OVERVIEW:
- II. BOARD MEMBERS AND STAFF:
- III. BOUNDARY LINES:
- IV. HISTORY
 - a. Creation Date:
 - b. Plan Amendment Dates:
 - c. Applicable Resolution(s) and Ordinances:
- V. PROJECTS OVERVIEW
- VI. Financial Reports
 - a. Balance Sheet
 - b. Statement of Revenues, Expenditures & Changes in Fund Balances
 - c. Summary of Projects, Grants and Debt
- VII. Performance Information
 - a. Total projects started, completed and estimate cost for each project
 - b. Number of jobs create and sector of the economy from which these jobs were created within the CRA

Community Redevelopment Agency Annual Report Template

- c. Number of jobs retained within the CRA
- d. Assessed property values when CRA was enacted vs. current assessed property values
- e. Total amount expended for affordable housing

VIII. Additional Annual Reporting Requirements

- a. Provide the Board of County Commissioners the CRA's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year
 - b. Provide the Board of County Commissioners any budget amendments to its operating budget within 10 days after the adoption by the CRA
-

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THE CITY OF CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY,
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WITNESSETH:

WHEREAS, the **CITY** created the **CRA** pursuant to **CITY** Resolution 2012-10 after the **COUNTY** delegated its authority pursuant to Part III, ch.163, Florida Statutes, as permitted under section 163.410, Florida Statutes, and as set forth in **COUNTY** Resolution 2012-174, as modified and restated by **COUNTY** Resolution 2012-269; and

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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 is taking a variety of significant steps to address these issues in the best interests of the citizens of Brevard County; and

WHEREAS, part of a solution to address the budget issues facing the **COUNTY** involves negotiating interlocal agreements with applicable cities and community redevelopment agencies within the **COUNTY** with the goal of working towards reducing or ceasing the **COUNTY**'s future annual **CRA TIF** contributions so the **COUNTY** could utilize those funds in the future for road maintenance, construction and reconstruction; and

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City of Cape Canaveral
100 Polk Ave
Cape Canaveral, FL 32920
(email address available at City Website)

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CRA of Cape Canaveral
100 Polk Ave
Cape Canaveral, FL 32920

COUNTY: County Manager
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[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this agreement to be signed.

CITY OF CAPE CANAVERAL

By:  June 19, 2018
Bob Hoog, Mayor Date

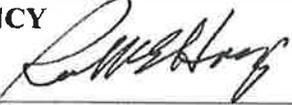
(as approved by the City Council on June 19, 2018)

ATTEST:



Mia Goforth, City Clerk

CITY OF CAPE CANAVERAL COMMUNITY REDEVELOPMENT AGENCY

By:  June 19, 2018
Bob Hoog, Chairman Date

(as approved by the Board on June 19, 2018)

ATTEST:


Mia Goforth, Agency Secretary

BREVARD COUNTY

By:  JUL 10 2018
Rita Pritchett, Chair Date

(as approved by the Board on July 10, 2018)

ATTEST:


Scott Ellis, Clerk

Community Redevelopment Agency Annual Report Template

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a. Creation Date:

b. Plan Amendment Dates:

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a. Balance Sheet

b. Statement of Revenues, Expenditures & Changes in Fund Balances

c. Summary of Projects, Grants and Debt

VII. Performance Information

a. Total projects started, completed and estimate cost for each project

b. Number of jobs create and sector of the economy from which these jobs
were created within the CRA

Community Redevelopment Agency Annual Report Template

- c. Number of jobs retained within the CRA
- d. Assessed property values when CRA was enacted vs. current assessed property values
- e. Total amount expended for affordable housing

VIII. Additional Annual Reporting Requirements

- a. Provide the Board of County Commissioners the CRA's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year
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-