



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.14.

3/12/2024

Subject:

Appointment(s) / Reappointment(s)

Fiscal Impact:

N/A

Dept/Office:

County Manager's Office

Requested Action:

It is requested that the Board of County Commission approve the Commission District appointment(s) / reappointment(s). The Board' approval of this item will acknowledge the District Commissioner appointment (s) / reappointment(s) and approve the at-large appointment(s).

Any of the attached reappointment forms that require a waiver of the term limit will require a majority plus one vote.

Summary Explanation and Background:

Clerk to the Board Instructions:

BREVARD *County*
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 13, 2024

Larry Brown
1720 Cogswell Street
Rockledge, FL 32955

Dear Mr. Brown:

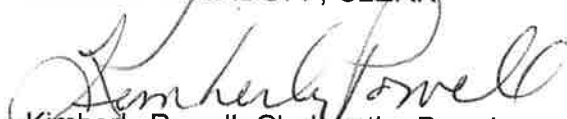
Re: Reappointment to Diamond Square CRA (Cocoa)

On the recommendation of Commissioner Tom Goodson, the Board of County Commissioners, in regular session on March 12, 2024, acknowledged your reappointment to the Diamond Square CRA (Cocoa). Said term of appointment expires March 24, 2028.

Your continued willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

cc: Commissioner Goodson
County Manager
Support Services Coordinator



COMMISSIONER TOM GOODSON, DISTRICT 2

2575 North Courtenay Parkway
Suite 200
Merritt Island, Florida 32953
D2.Commissioner@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 2 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: Diamond Square CRA (Cocoa)

Name of Appointee: Larry Brown

Home Address: 1720 Cogswell Street

Rockledge, FL 32955

Cell Number: 321-536-8235

Home Number: 321-636-8338

Email Address: brow3093@bellsouth.net

Reappointment: Yes () or No ()

Replacing:

Term of Appointment: 03/24/2024 – 03/24/2028

Office Contact: Kerensa Slocum

Date of Request: 03/12/2024

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes () or No ()



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 13, 2024

Frank Catino
468 St. Johns Drive
Satellite Beach, FL 32937

Dear Mr. Catino:

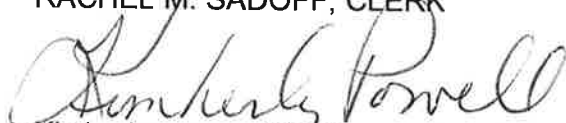
Re: Reappointment to Marine Advisory Council

On the recommendation of Commissioner Rob Feltner, the Board of County Commissioners, in regular session on March 12, 2024, acknowledged your reappointment to the Marine Advisory Council. Said term of appointment expires December 31, 2025.

Your continued willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

cc: Commissioner Feltner
Natural Resources Management
Support Services Coordinator



BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 4 COMMISSION OFFICE
ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: Marine Advisory Council

Name of Appointee: Frank Catino

Home Address: 468 ST Johns Drive, Satellite 32937

Cell Number: 321-223-7700

Home Number:

Email Address: fcatino1@me.com

Reappointment: Yes (X) or No ()

Replacing:

Term of Appointment: 03/12/24 – 12/31/25

Office Contact: Christine Bellak

Date of Request: 03/12/24

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes () or No (X)



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 13, 2024

Terri Friedlander
3236 Peninsula Circle
Melbourne, FL 32940

Dear Ms. Friedlander:

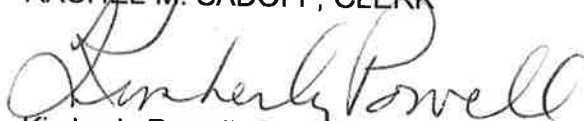
Re: Reappointment as Alternate to Transportation Planning Organization (TPO) Citizens Advisory Committee

On the recommendation of Commissioner Rob Feltner, the Board of County Commissioners, in regular session on March 12, 2024, acknowledged your reappointment as alternate to the TPO Citizens Advisory Committee. Said term of appointment expires December 31, 2024.

Your continued willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

cc: Commissioner Feltner
Transportation Planning Director
Support Services Coordinator



BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 4 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: TPO Citizens Advisory Committee - ALT

Name of Appointee: Terri Friedlander

Home Address: 3236 Peninsula Circle Melbourne, 32940

Cell Number: 516-902-8383

Home Number:

Email Address: terrifriedlander@gmail.com

Reappointment: Yes (X) or No ()

Replacing:

Term of Appointment: 03/12/24 – 12/31/24

Office Contact: Christine Bellak

Date of Request: 03/12/24

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes () or No (X)

BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



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Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

March 13, 2024

Vincent Grillo
3258 Lamanga Drive
Melbourne, FL 32940

Dear Mr. Grillo:

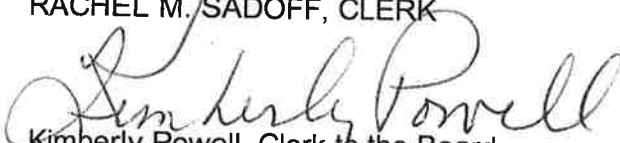
Re: Appointment as Alternate to Transportation Planning Organization (TPO) Citizens Advisory Committee

On the recommendation of Commissioner Rob Feltner, the Board of County Commissioners, in regular session on March 12, 2024, acknowledged your appointment as alternate to the TPO Citizens Advisory Committee, replacing Adrienne Baughman. Said term of appointment expires December 31, 2024. Enclosed are memorandums explaining the Sunshine Law and changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Commissioner Feltner
Transportation and Planning Director
Support Services Coordinator



BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 4 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: TPO Citizens Advisory Committee - ALT

Name of Appointee: Vincent Grillo

Home Address: 3258 Lamanga Dr Melbourne, 32940

Cell Number: 321-514-2053

Home Number:

Email Address: vincent9784@gmail.com

Reappointment: Yes () or No (X)

Replacing: Adrienne Baughman

Term of Appointment: 03/12/24 – 12/31/24

Office Contact: Christine Bellak

Date of Request: 03/12/24

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes () or No (X)



AGENDA REPORT
September 5, 2019

**Interlocal Agreement between Brevard County, City of Cocoa, the U.S. 1
Corridor Community Redevelopment Agency, and Diamond Square
Redevelopment Agency**

SUBJECT:

Interlocal Agreements between Brevard County Board of County Commissioners, City of Cocoa, the U.S. 1 Corridor Community Redevelopment Agency, and the Diamond Square Redevelopment Agency.

FISCAL IMPACT:

The U.S. 1 Corridor Community Redevelopment Agency will expire on September 30, 2020; The County, however, will not owe the Agency a tax increment after September 30, 2019. The General Fund will realize a saving of \$130,854 in FY 2019-2020. The Diamond Square Redevelopment Agency will extend to September 30, 2032 under its interlocal agreement. This is an extension of 10 years. Under the interlocal agreement, the County's contribution to the Redevelopment Agency is capped at an amount not-to-exceed \$150,000 in any fiscal year. The payment from the County's General Fund to the Diamond Square Redevelopment Agency in FY 2019-20 is \$86,875.

DEPT/OFFICE:

County Manager

REQUESTED ACTION:

It is requested that the Board of County Commissioners approved the proposed Interlocal Agreements between the Brevard County Board of County Commissioners, the City of Cocoa, the U.S. 1 Corridor Community Redevelopment Agency and the Diamond Square Redevelopment Agency and authorize the Chair to execute the Interlocal Agreements.

SUMMARY EXPLANATION and BACKGROUND:

On May 10, 2017, the Board directed the County Manager to move forward with interlocal agreement negotiations with the Community Redevelopment Agencies (CRAs). The following guidelines were discussed by the Board and utilized during negotiations: (1) CRAs prohibited from incurring any new debt; (2) CRAs closure prior to the statutory sunset dates; (3) possibility of the tax increment funds (TIF) payments above the debt service go to County roads located within the boundaries of the CRAs; (4) CRAs to provide an universal annual report with information and in the format requested by the Board. On July 11, 2017, the Board further directed the County Manager to add additional language in discussions with CRAs that would clarify and define the types of

audit that would be applicable.

Subsequent to the Board guidelines, the Florida Legislature enacted Chapter 2019-163, Laws of Florida that provided many changes relating to Community Redevelopment Agencies (CRAs). Such changes include, but are not limited to, requiring ethics training, submitting an annual budget to the Board within 10 days of its adoption, reporting requirements, procurement procedures, boundary maps, and annual reporting requirements to the Board that include the most recent audit report, performance data, projects started and completed, assessed value within the boundaries, funds expended for affordable housing and to what extent, the CRA has achieved the goals of their plan.

The County Manager and the County Attorney had various meetings with the City of Cocoa's City Manager, City Attorney and staff to discuss the needs of the City's CRAs. The attached Interlocal Agreements provide the following:

- U.S. 1 Corridor Community Redevelopment Agency
 - CRA Expires 2 years prior to the original expiration date of August 2022.
 - The County will not owe the CRA a tax increment payment after September 30, 2019.
 - This will provide a General Fund savings of \$130,854 in FY 2019-20.
 - This will provide a Brevard County Recreation Special District Four a savings of \$22,874 in FY 2019-20.
- Diamond Square Redevelopment Agency
 - The CRA is extended 10 years beyond its original expiration date of August 2022.
 - The City and the CRA will obtain County agreement prior to incurring any new indebtedness for which the City and CRA will use County tax increment funds as a source of payment.
 - The County's tax increment payments is capped at an amount not-to-exceed \$150,000 in any fiscal year

ATTACHMENTS:

Description

- **ILA City of Cocoa U.S. 1 Corridor Community Redevelopment Agency**
- **ILA City of Cocoa Diamond Square Redevelopment Agency**
- **Chapter 2019-163, Laws of Florida**



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

September 6, 2019

MEMORANDUM

TO: Frank Abbate, County Manager

RE: Item I.1. Interlocal Agreements with City of Cocoa, the U.S. 1 Corridor Community Redevelopment Agency, and Diamond Square Redevelopment Agency

The Board of County Commissioners, in regular session on September 5, 2019, authorized you or the Chair to execute the approved Interlocal Agreement with the City of Cocoa for the U.S. 1 Corridor Community Redevelopment Agency; and directed a provision for the Diamond Square Redevelopment Agency to not extend any TIF funds for travel expenses. Enclosed is one executed Interlocal Agreement for the U.S. 1 Corridor CRA.

Upon adding the provision made to the Diamond Square Redevelopment Agency Interlocal Agreement, the execution by the City of Cocoa, and the recordation of each, please return the fully-executed and recorded Interlocal Agreements to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Donna Scott
for Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Budget
Finance

**INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
DIAMOND SQUARE REDEVELOPMENT AGENCY, AND
BREVARD COUNTY**

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA DIAMOND SQUARE 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 13-98 and after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 097-161; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes, and CITY 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 to the AGENCY 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 AGENCYS 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

WHEREAS, the COUNTY and CITY also recognize that the AGENCY continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the AGENCY's boundaries using AGENCY TIF Payments, consistent with the AGENCY's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the

AGENCY 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

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS.** The foregoing recitations are true and correct and 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 in 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 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 BOARD.**
 - a. Effective October 1, 2019, the Parties agree the Agency Board will be reformed in accordance with section 163.356, Florida Statutes as a seven (7) member board and as required by this Agreement.
 - b. In accordance with the provisions of section 163.356(2), Florida Statutes, one member of the board of commissioners for the AGENCY will be the Brevard County Board of County Commissioner in whose District the Agency is located. If that Commissioner desires to appoint a designee to take his/her place as the representative of the taxing authority, the designee must be approved by the COUNTY board as its representative and the designee must otherwise meet the qualifications at section 163.356(3)(b), Florida Statutes. The remaining six (6) members of the AGENCY Board shall be appointed by the CITY. Existing Agency Commissioners may be reappointed to the AGENCY Board. The Parties agree that section 163.356(3)(b) and 163.340(17), Florida Statutes, define the Agency's area of operation as equal

to the CITY's corporate limits. This Agency position is a full voting position. The District Commissioner's duty is considered an additional duty of office for the Brevard County Commissioner as authorized by section 163.356(2), Florida Statutes.

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

5. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2032. 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 action 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.

6. **COUNTY TAX INCREMENT PAYMENT.** As required by section 163.387, Florida Statutes, the COUNTY will continue its annual tax increment contribution to the AGENCY trust fund in every fiscal year through the AGENCY's termination date, however, said annual COUNTY contribution shall be capped at an amount not to exceed \$150,000 in any fiscal year in which the AGENCY exists. In the event the COUNTY's tax increment exceeds \$150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the COUNTY from contributing, in its sole discretion, the Extra TIF to fund any portion of an AGENCY redevelopment project described in Section 10 of this Agreement. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Members.

7. **INDEBTEDNESS AND PROPERTY.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the Agency 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 Agency, for which COUNTY Tax Increment Fund payments have been pledged as a source of revenue, shall not extend beyond the Agency Termination Date. The CITY and AGENCY agree to obtain COUNTY agreement prior to incurring any new indebtedness for which the CITY and AGENCY will use COUNTY increment funds as the source of repayment. 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.

8. **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.

9. **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>. Additionally, the CITY and AGENCY agree to contractually require the independent auditor preparing the AGENCY's annual audit report to examine AGENCY expenditures and certify that all AGENCY tax increment revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any AGENCY expenditure is not certified as compliant by the independent auditor, the CITY and AGENCY, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited to, contesting the independent auditor's opinion, reimbursing the AGENCY for such expenditure with CITY funds, or by such other lawful means. After submitting the annual AGENCY audit report, the City Manager of the CITY shall annually meet with the County Commissioner in whose District the AGENCY 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 AGENCY's expenditures as allowed by law.

10. **PROJECT IDENTIFICATION.** The Parties agree that the Diamond Square Community Redevelopment Plan Update, City of Cocoa, Florida, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ("Agency Plan"), has been approved by the CITY, AGENCY and COUNTY, and that the Agency Plan is in full force and effect. The Agency plan specifically identifies the Agency redevelopment projects to be funded by tax increment funding and the funds proposed to be allocated to each such project. A list of the currently approved AGENCY projects, as set forth in the current Agency plan, is at Exhibit "A", attached and incorporated by this reference. Nothing in this section shall prevent the AGENCY, in its discretion, from reallocating plan approved funding to other projects identified in the approved Agency plan, provided that any new projects do not exceed the total planned expenditures outlined in the Plan. Any changes to the AGENCY's Plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners. Acceptance of the Agency plan by the COUNTY shall

not be deemed to extend the term of the AGENCY beyond the term provided in this Agreement.

11. **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. Said reimbursement, payable from COUNTY tax increment funds, shall not exceed twenty-five percent (25%) of the COUNTY TIF payments. However, the CITY may use other tax increment funds to reach the amount previously authorized by COUNTY Resolution No. 97-161 and CITY Ordinance No. 13-98 (Sec. 8-58(b), City Code) for each fiscal year in which reimbursement is made.

12. **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. 98-19, City Ordinance No. 13-98 and COUNTY Resolution No. 97-161. The Parties agree to modify or amend 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 97-161.

13. **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.

14. **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 St.
Cocoa, FL 32922
(email address available at City Website)

AGENCY: Community Redevelopment Agency Director
c/o City Manager
Diamond Square Community Redevelopment Agency

65 Stone St.
Cocoa, FL 32922

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

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

15. **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.

16. **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.

17. **EFFECTIVE DATE.** 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 Notice Section of this Agreement.

18. **CONTINGENT.** This Agreement is contingent on the execution of an Interlocal Agreement between the Parties which terminates the U.S. 1 Corridor Community Redevelopment Agency by September 30, 2020 and which provides for the AGENCY to reimburse the COUNTY for the County portion of any tax increment funds paid to the AGENCY from October 1, 2019 to September 30, 2020.

(Signature Page Follows)

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



Carrie Swaley

CITY OF COCOA

By: *[Signature]* 09/25/2019
Its: _____ Date
(as approved by the Board on September 25, 2019)



Carrie Swaley

CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY

By: *[Signature]* 10/21/2019
Its: _____ Date
(as approved by the Board on October 21, 2019)

ATTEST:

[Signature]

Scott Ellis, Clerk

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: *[Signature]*

Kristine Inhardi, Chair
(as approved by the Board on September 5, 2019)