MULTI-PARTY INTERLOCAL AGREEMENT
ESTABLISHING THE
U.S. HIGHWAY 17-92 CORRIDOR REDEVELOPMENT PLANNING AGENCY

THIS MULTI-PARTY INTERLOCAL AGREEMENT is made and entered into this 21 day of Oct, 1998, by and between the **CITY OF CASSELBERRY**, a municipal corporation created under the laws of the State of Florida, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, the **CITY OF LAKE MARY**, a municipal corporation created under the laws of the State of Florida, whose address is Post Office Box 950700, Lake Mary, Florida 32795-0700, the **CITY OF SANFORD**, a municipal corporation created under the laws of the State of Florida, whose address is Post Office Box 1788, Sanford, Florida 32772-1788, the **CITY OF WINTER SPRINGS**, a municipal corporation created under the laws of the State of Florida, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, hereinafter collectively referred to as the "CITIES," the **UNITED STATES HIGHWAY 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "CRA," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

WHEREAS, the Board of County Commissioners of Seminole County, Florida (the "Board of County Commissioners") determined that the United States Highway 17-92 Corridor Community Redevelopment Area (the "Redevelopment Area" - as defined by in Resolution 97-R-120 and Resolution 97-R-130) is a blighted area

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appropriate for community redevelopment programs and projects pursuant to *Chapter 163, Part III, Florida Statutes;* and

WHEREAS, on June 24, 1997, the Board of County Commissioners adopted Resolution 97-8-130, which established the United States Highway 17-92 Corridor Community Redevelopment Agency (the "CRA"), pursuant to *Section 163.357, Florida Statutes;* and

WHEREAS, the Board of County Commissioners, acting as the CRA for the Redevelopment Area, caused to be prepared a Community Redevelopment Plan for the United States Highway 17-92 Corridor Community Redevelopment Area (the "Redevelopment Plan"), and identified in the Redevelopment Plan particular elements of a Community Redevelopment Project to be financed from Tax Increment Revenues; and

WHEREAS, on December 16, 1997, the Board of County Commissioners enacted Ordinance No. 97-54, which adopted the Redevelopment Plan for the Redevelopment Area; and

WHEREAS, on December 16, 1997, the Board of County Commissioners enacted Ordinance No. 97-55, which authorized the establishment of a Redevelopment Trust Fund (the "Trust Fund") as provided for in *Section 163.387, Florida Statutes,* in which tax increment revenues deriving from the Redevelopment Area will be deposited for the purposes of financing particular elements of the Community Redevelopment Project; and

WHEREAS, on the following dates the diverse city commissions of the CITIES adopted the following resolutions which, pursuant to *Section 163.356, Florida Statutes,* concurred in the Redevelopment Plan adopted by the Board of County Commissioners,

so that the portions of the Redevelopment Area and the programs and projects of the Redevelopment Plan that fall within or which will be implemented within the corporate limits of the CITIES will function as intended by the COUNTY and the CITIES: (1) CITY OF CASSELBERRY (December 15, 1997 in Resolution Number 97-1078), (2) CITY OF LAKE MARY (December 18, 1997 in Resolution Number 589), (3) CITY OF SANFORD (December 22, 1997 in Resolution Number 1775), and (4) CITY OF WINTER SPRINGS (November 24, 1997 in Resolution Number Unassigned); and

WHEREAS, the COUNTY and the CITIES wish to enter into this Interlocal Agreement in order to establish a partnership, consistent with the provisions of *Chapters 125, 163, and 166 Florida Statutes, and other applicable law* for the purposes of carrying out the intent of the Redevelopment Plan, and to set forth the manner in which the COUNTY and the CITIES will cooperate to accomplish the goals of the Redevelopment Plan;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Redevelopment Planning Agency.

(a) The Board of County Commissioners of the COUNTY, acting as the CRA, shall establish a United States Highway 17-92 Corridor Redevelopment Planning Agency (the "RPA") consistent with the terms of this Interlocal Agreement, the purpose of the RPA and the provisions of this Interlocal Agreement being to provide the CITIES with the full opportunity for participation in decisions made by the CRA relative to the approval of programs and projects as well as the use of the power of eminent domain within any of the CITIES.

(b) The RPA shall consist of five (5) members, one (1) member being appointed by each of the CITIES, and one (1) member being appointed by the COUNTY.

(c) Each of the CITIES and the COUNTY shall also be entitled to appoint an alternate RPA member who will be have the right to attend all RPA meetings and vote in place of that local government's absent RPA member in the event of any absence from any meeting of the RPA.

(d) (1) The term of appointment for each member of the RPA shall be four (4) years, and each member shall serve such term unless the member moves out of or ceases to conduct business operations in the respective City or Seminole County, or otherwise becomes unable to serve; provided, however, that the initial appointees shall serve staggered terms having the following durations:

CITY OF CASSELBERRY	One (1) year;
CITY OF LAKE MARY	Two (2) years;
CITY OF SANFORD	Three (3) years;
CITY OF WINTER SPRINGS	Four (4) years; and
The COUNTY	Four (4) years.

(2) Subsequent to the completion of the initial terms, all terms shall be four (4) years in duration.

(e) No person may serve more than two (2) consecutive four (4) year terms on the RPA.

(f) If any position on the RPA becomes vacant, a replacement shall be appointed by the governing body of the respective local government jurisdiction to complete the unexpired portion of the member vacating his or her position on the RPA.

(g) The members of the RPA shall serve without compensation; provided, however, that RPA members shall be entitled to be reimbursed for travel and other expenses in accordance with the provisions of State law and County Ordinance.

(h) The RPA shall conduct its business and meetings according to the By-Laws attached hereto as Exhibit "A."

(i) The RPA shall be a body governed by the provisions of the Florida Constitution and the Florida statutes relating to public officers and shall operate and conduct its meetings in accordance with the laws applicable to public bodies including, but without limitation, all provisions of law pertaining to open meetings (the "Sunshine Law"), public records, the ethical conduct of public officers, and financial disclosures of public officials.

Section 2. Qualifications of RPA Members.

(a) Any person may be appointed as a member of the RPA if he or she is a resident of or is engaged in business within the jurisdictional limits of the COUNTY or of the particular City making the appointment. For the purposes of this subsection "engaged in business" means owning a business, practicing a profession, performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged.

(b) Persons who hold other public office or public employment may serve on the RPA unless prohibited by State law.

Section 3. RPA Staffing. The COUNTY shall initially provide adequate staffing to support the activities of the RPA; provided,

however, that the RPA may seek the retention of experts and professionals to assist it in its efforts and request the approval of the CRA for the retention of such persons.

Section 4. Duties of the RPA and Procedures Relating Thereto.

(a) All proposals and projects relating to redevelopment in the Redevelopment Area shall be initially filed with the RPA. Projects and proposals may derive from and be submitted by the staff of the COUNTY, the staff of any of the CITIES, an RPA member, a CRA member, a developer of property located within the Redevelopment Area, or an owner of real property located within the Redevelopment Area. In order to be acted upon, a proposal or project must be reasonably thorough and complete such that any actions in eminent domain which would be reasonably required to implement the proposal or project would be specified in the materials supporting the proposal or project.

(b) Upon receipt of a submission for a proposal or project to be performed partially or wholly within the corporate limits of any of the Cities, the RPA shall thereupon forward the proposal or project to the appropriate City wherein the proposal or project will occur if approved.

(c) If a City does not approve the proposal or project, it shall notify the RPA. Action relating to the approval or rejection of a proposal or project shall be taken by a City within sixty (60) days of the date that the proposal or project was received by the City. Failure to act within the prescribed time period shall be deemed to be a denial of the program or project.

(d) If a City fails to approve a proposal or project, the RPA shall forward a notice of such action to the CRA, and the CRA shall not further proceed with the subject proposal or project.

(e) If a City approves a proposal or project the approval shall also encompass any and all eminent domain actions or proceedings that may be necessary to accomplish the proposal or project.

(f) The RPA shall have the opportunity to review all projects and proposals relating to redevelopment projects for any property within the Redevelopment Area to be funded from the Trust Fund.

(g) With regard to specific area redevelopment proposals or projects, the RPA shall consider, without limitation, all pertinent redevelopment issues including, but not limited to, the following:

(1) whether the proposal or project is consistent with the Redevelopment Plan adopted by the Board of County Commissioners and concurred in by the CITIES, as it may be modified from time to time;

(2) whether the proposal or project will afford maximum opportunity for participation by private enterprise;

(3) whether the proposal or project will contribute to the effort of eliminating blight in the Redevelopment Area;

(4) whether the proposal or project will advance the economic development or tourism development of the Redevelopment Area; and

(5) whether the proposal or project will result in increasing the valuation of property within the Redevelopment Area.

(h) The RPA shall consider the reasonable connection between the contribution of the COUNTY and each of the CITIES to the Trust Fund and the expenditures from the Trust Fund for redevelopment improvements to properties located in the COUNTY and each of the CITIES, with the goal of achieving a reasonably equitable distribution of Trust Fund monies within the jurisdictional limits of each and all of the parties to this Interlocal Agreement over the term of the implementation of the Redevelopment Plan.

(i) With regard to each specific area redevelopment proposal or project, the RPA shall forward to the CRA, within thirty (30) days of receipt of a City's action relative to the proposal or project if such action by a City is required hereby, a determination regarding such proposal or project which discusses the criteria set forth in this Section.

(j) The members of the RPA shall take action to approve or disapprove each proposal or project by a majority vote of all of the members of the RPA.

(k) The COUNTY may designate any agency, committee, department or person to prepare proposals or projects, but final recommendation to the CRA of the adoption of such proposal or project shall be the responsibility of the RPA consistent with the rights of the CITIES' as set forth herein.

(l) To the extent permitted by law, RPA members shall be permitted to vote on any and all matters coming before the RPA,

but shall have any and all duties and responsibilities relative to the disclosure of any conflicts of interest pertaining to such votes which may arise under State law.

(m) It is the intent of the parties that, unless specifically prohibited by Florida law, that the terms and provisions of the Redevelopment Plan will not supercede any provisions of any of the CITIES' comprehensive plans, land development regulations, zoning codes, or land development codes, and that each of the CITIES shall retain sole and exclusive authority over comprehensive planning, zoning and land development decisions made within the respective jurisdictional boundaries of each City.

Section 5. CRA Duties and Obligations to the RPA.

(a) The CRA shall not take any action on any redevelopment proposal or project inconsistent with the provisions of this Interlocal Agreement.

(b) The CRA shall ensure that the RPA has been provided with the information and resources necessary to provide the RPA with a reasonable opportunity to consider all specific proposals and projects for capital improvements within the Redevelopment Area and funded by Trust Fund revenues and to make a determination relating to same in accordance with the provisions of this Interlocal Agreement.

(c) In the event that the RPA does not approve a proposal or project, the CRA may not expend funds from the Trust Fund for such proposal or project.

Section 6. CRA's Eminent Domain Powers.

(a) In the exercise of its authority under *Section 163.375, Florida Statutes,* real property located within any of the CITIES shall not be acquired by the COUNTY or the CRA by means of the exercise of the power of eminent domain without first obtaining the approvals required in this Interlocal Agreement relative to the planned action.

(b) In the event that any of the CITIES act adversely with regard to the COUNTY or the CRA requesting authority to file an eminent domain action to further the efforts of the CRA within the particular City's jurisdictional limits, neither the COUNTY nor the CRA may proceed with such eminent domain action.

(c) Notwithstanding the provisions of Subsections (a) and (b) of this Section, upon proposal or project being approved by a City in whose jurisdictional limits a project or proposal is located and the RPA, all eminent domain actions reasonably necessary to accomplish the proposal or project shall also be deemed approved.

Section 7. Distribution of Trust Fund at Termination of Redevelopment Plan. At the time that the Redevelopment Plan is completed and the CRA is terminated in accordance with the provisions of State law, if any unspent and unencumbered funds remain in the Trust Fund, all of such funds shall be distributed to the COUNTY and the CITIES in the same proportion as the tax increment contribution made during the term of operation of the CRA.

Section 8. Minimum CRA Organizational Requirements.

(a) The CRA shall hold an annual meeting on the second Tuesday in December of each year at the hour of 7:00 p.m. unless otherwise determined by a majority vote of the CRA.

(b) The CRA may have special meetings at the call of the Chairperson of the CRA or upon the written request of a majority of the CRA members.

(c) Notices for all meetings of the CRA shall be in writing and all members of the RPA shall be provided written notice of CRA meetings at the same time and in the same manner as the members of the CRA are provided such notice.

(d) A quorum of the CRA shall constitute three (3) members.

(e) All actions of the CRA shall be accomplished by a majority vote of the CRA with a quorum being present for such vote.

(f) No member of the CRA shall receive compensation for any services provided to the CRA; provided, however, that CRA members shall be entitled to be reimbursed for travel and other expenses in accordance with the provisions of State law and County Ordinance.

(g) The staff of the CRA shall be provided by the COUNTY at no expense to the CRA.

(h) The Board of County Commissioners shall designate the Chairperson and Vice-Chairperson of the CRA and the Chairperson and Vice-Chairperson shall have all authority and powers relative to the activities of the CRA which the Chairperson and Vice-Chairperson of the Board of County Commissioners have relative to the activities of the COUNTY.

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(i) To the extent permitted by law, CRA members shall be permitted to vote on any and all matters coming before the CRA, but shall have any and all duties and responsibilities relative to the disclosure of any conflicts of interest pertaining to such votes which may arise under State law.

(j) The fiscal year of the CRA and the accounting principles used in the accounting practices and procedures of the CRA shall be the same as used by the COUNTY.

(k) The CRA shall adopt an annual budget which shall, at a minimum, reflect the proposals and projects set forth in the Redevelopment Plan which have been approved pursuant to the provisions of this Interlocal Agreement, the repayment of any CRA indebtedness, and overhead and administrative costs.

(l) All books and records of the CRA shall be open for public review and inspection in accordance with the provisions of State law.

Section 9. Dispute Resolution Procedures. In the event that any dispute arises relative to the matters set forth in this Interlocal Agreement, any party may invoke the dispute resolution procedures set forth in the interlocal agreement entitled "Interlocal Agreement on Mediation and Intergovernmental Coordination" which is dated July 24, 1995.

Section 10. Term. This Interlocal Agreement shall be in effect so long as the CRA continues to function under the provisions of Florida law.

Section 11. Severability. If any provision of this Interlocal Agreement shall be held invalid or unenforceable to

any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. Entire Agreement/Amendments. This Interlocal Agreement represents the entire agreement of the parties notwithstanding any prior oral or written understandings by and between the parties or any of their officers, agents or employees and may be amended only by a written instrument of equal dignity herewith.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement in six (6) counterparts on the dates set forth below.

ATTEST:

Thelma McPherson
THELMA MCPHERSON, Clerk

CITY OF CASSELBERRY, FLORIDA

By: Bruce A. Pronovost
BRUCE PRONOVOST, Mayor

Date: June 15, 1998

ATTEST:

Carol A. Foster
CAROL A. FOSTER, Clerk

Approved by Commission
June 15, 1998

CITY OF LAKE MARY, FLORIDA

By: David Mealor
DAVID MEALOR, Mayor

Date: October 7, 1998

ATTEST:

Janet R. Dougherty
JAN DOUGHERTY, Clerk

CITY OF SANFORD, FLORIDA

By: Larry Dale
LARRY DALE, Mayor

Date: October 12, 1998

ATTEST:

Margo M. Hopkins
MARGO HOPKINS, CLERK

CITY OF WINTER SPRINGS, FLORIDA

By: Paul P. Partyka
PAUL P. PARTYKA, MAYOR

Date: October 13, 1998

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ATTEST:

_____

UNITED STATES HIGHWAY 17-92 COMMUNITY REDEVELOPMENT AGENCY

By: _____

DATE: 10/21/98

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

County Attorney

LG/gn
7/1/98
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BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: _____
RANDALL C. MORRIS, Chairman

Date: 10/21/98

As authorized for execution by the Board of County Commissioners at their regular Meeting of 9 June, 1998.