

**March 4, 2019**

**Workshop Meeting  
6:00 P.M.**

**2775 Garrison Avenue  
Port St. Joe, Florida**



## City of Port St. Joe

Bo Patterson, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

# BOARD OF CITY COMMISSION

**Workshop Meeting  
6:00 P.M.  
2775 Garrison Avenue  
Monday March 4, 2019**

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**Call to Order**

**Agenda**

- **PSJRA Interlocal Agreement**

**Pages 1-3**

**Citizens to be Heard  
Discussion Items by Commissioners  
Motion to Adjourn**

**INTERLOCAL AGREEMENT**

**between Gulf County and the City of Port St. Joe**

**WHEREAS**, Gulf County, Florida, (“County”) a political subdivision of the State of Florida and the City of Port St. Joe, a Florida (“City”) a municipal corporation, each acting by and through its respective Board of Commissioners enter into an Interlocal Agreement (hereinafter “Agreement”), and

**WHEREAS**, the Agreement sets forth a binding agreement between the County and City for the conclusion and sunseting of the current Port St. Joe Downtown Redevelopment Agency (“DRA”) created under City of Port St. Joe Ordinance 198 and pursuant to Florida Statute 163.356(2), and

**WHEREAS**, the City has reviewed the conclusion and close of the thirty-year (30) redevelopment agency for the City of Port St. Joe and deemed it timely, appropriate and prudent to enter this Agreement whereby enabling the City of Port St. Joe to continue with its cooperative efforts in working with the County to meet its many needs following the successful completion and closure of the DRA, and

**WHEREAS**, the City has met and discussed extensively the immediate needs, expanded civil services and required assistance sought for multiple public infrastructure projects due to the growing demands on the municipality beyond the statutorily defined original DRA sector from 1990, and

**WHEREAS**, the County has evaluated and thoroughly examined the City’s various current infrastructure projects and requests and wishes to continue its proud and longstanding history of assisting the City through financial and administrative cooperative support in meeting its many obligations to the residents and visitors alike to the City of Port St. Joe and Gulf County, and

**WHEREAS**, the County has developed with the City and the City has accepted the following plan for continued support of the City in lieu of the narrowly defined and restrictive statutory requirements for the extension of a DRA and in exchange for the City’s acceptance and agreement to sunset and close out the current DRA and prohibit the reinstatement of any and or all DRA under Florida Statute 163 for a defined period, and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein City and County agree as follows:

1. The County shall provide the City an initial stipend of \$175,000 on December 1, 2019.
2. The County shall provide (3) additional stipends of \$408,000 beginning on January 2021 and each anniversary thereafter in 2022 and 2023.

3. The County shall also provide (5) annual stipend payments to the City of \$40,000 beginning in 2019 and each anniversary thereafter exclusively for the City of Port St. Joe to acquire a new fire truck.
4. Beginning in 2024 fiscal year a renewed community improvement fund shall be established by the City and the County in the amount of mutual contributions of \$50,000 each per year. Both the City and County shall equally contribute to the community improvement fund for ten (10) consecutive years while allowing for an annual percentage increases equal to the annual ad valorem tax collections for that respective year for the City of Port St. Joe after the fiscal year 2024. The community improvement fund created and maintained by the City shall be unencumbered funding for the City of Port St. Joe to continue to its projects and efforts to invest and grow the business and recreation in the City as defined by those future City Commissions.
5. The City agrees in kind to extend its fire protection services from the City of Port St. Joe Fire Department to the unincorporated communities of Oak Grove as well if the form of providing mutual aid as primary back up assistance to Gulf County, Florida in the unincorporated communities of Jones Homestead and Simmons Bayou in perpetuity.
6. The City agrees that upon execution of this Agreement that it shall administer and conclude the sunseting of the successful and completed current (30) thirty-year Downtown Redevelopment Agency and agrees to prohibit and restrict its reinstatement and or re-establishment of any Redevelopment Agency for the City of Port St. Joe under Florida Statute 163 for a period no less than twenty (20) years.
7. City and the County agree to strictly comply with this Agreement and state law and acknowledges and agrees that any forfeiture or breach of the Agreement are immediate grounds in support of any necessary injunctive relief and or declaratory judgment in favor of the prevailing for the enforcement and obligations of this Agreement with all costs and expenses of such enforcement awarded as well to the prevailing party.
8. This Amended Interlocal Agreement shall be filed with the Clerk of Circuit Court pursuant to Florida Statutes section 163.01(11) and shall be effective as of the date of filing.
9. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both parties.
10. This document represents the complete and final understanding of the parties and incorporates and supersedes all prior negotiations, agreements and understandings applicable to the matters contained herein.

DATED this \_\_\_\_\_ day of March, 2019.

CITY OF PORT ST. JOE  
a Florida municipal corporation

By: \_\_\_\_\_  
Bo Patterson, Mayor-Commissioner

ATTEST:

\_\_\_\_\_  
Charlotte Pierce, Clerk

\_\_\_\_\_  
J. Adam Albritton  
FL BAR NO.  
2901 W. 11<sup>th</sup> Street  
Panama City, Florida 32401  
ATTORNEY FOR CITY OF PORT ST. JOE

GULF COUNTY, FLORIDA

By: \_\_\_\_\_  
Sandy Quinn, Chairman

ATTEST:

\_\_\_\_\_  
Rebecca L. Norris, Clerk  
Gulf County, Florida

\_\_\_\_\_  
Jeremy T. Novak  
FL BAR NO. 44698  
Novak Law Group, PLLC  
402 Reid Avenue  
Port St. Joe, FL 32456  
ATTORNEY FOR GULF COUNTY