

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND  
HERNANDO COUNTY, FLORIDA FOR THE SOUTH BROOKSVILLE  
COMMUNITY REDEVELOPMENT AREA FINDING OF NECESSITY STUDY**

THIS INTERLOCAL AGREEMENT dated this 25<sup>th</sup> day of July, 2023 is entered into between THE CITY OF BROOKSVILLE (“City”), a Florida municipal corporation and HERNANDO COUNTY, FLORIDA (“County”), a political subdivision of the State of Florida.

WHEREAS, the City and County maintain a mutual interest in area known as “South Brooksville;” and,

WHEREAS, under Florida law (Chapter 163, Part III), local governments are able to designate areas as community redevelopment areas when certain conditions exist; and,

WHEREAS, members of the community in the City of Brooksville and Hernando County have identified a need to conduct a South Brooksville Community Redevelopment Area (CRA) Finding of Necessity Study; and,

WHEREAS, the project authorized by this Agreement will require the creation of a Finding of Necessity (FON) Study (“Project”) for the potential establishment of the South Brooksville CRA, a joint CRA between the City of Brooksville and Hernando County, described and shown as Exhibit “A;” and,

WHEREAS, the City will serve as the lead agency for the Project and handle the procurement of all services for the Project; and,

WHEREAS, the City has procured a quote for services from Inspire Placemaking Collective for such services (Exhibit “A”); and,

WHEREAS, the City and County, in the spirit of regional cooperation and collaboration, wish to enter into this Agreement effective upon the acceptance of both Governance Boards.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County do hereby agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PAYMENT.

The City and County agree to each pay exactly fifty percent (50%) of the cost in Exhibit "A" for completion of the project. The County will make payment to the City upon receipt of invoice(s).

SECTION 3. TERMINATION.

This Agreement may be terminated by either party, for any reason or no reason, upon sixty (60) days' notice to the other party, provided that upon termination, each party will remain liable for fifty percent (50%) of the cost in Exhibit "A" for completion of the project.

SECTION 4. TERM.

This Agreement shall take effect upon the approval by the governing body of the last party to accept this Agreement and remain in effect through Project completion.

[Signature page follows]

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, as of the date last executed below.

ATTEST:

Heidi Kuyper, Deputy Clerk  
Douglas A. Chorvat, Jr.  
Clerk of Circuit Court and Comptroller



BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

[Signature] 7-25-2023  
John Allocco Date  
Chairman  
Approved as to Form and  
Legal Sufficiency

Kyle J. Benda  
County Attorney's Office

ATTEST:

[Signature]  
Jennifer C. Batista, CMC  
City Clerk



CITY OF BROOKSVILLE

[Signature] 7/17/23  
Blake Bell Date  
Mayor

Approved by Council as CRA  
7/17/23

Approved as to Form and  
Legal Sufficiency

[Signature]  
City Attorney



## Exhibit "A"

June 12, 2023

David Hainley  
Community Development Director  
Brooksville CRA

**Reference:** South Brooksville – Hernando Community Redevelopment Area Finding of Necessity Study

Dear David:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this proposal for a Finding of Necessity (FON) Study for potential establishment of the South Brooksville CRA (a joint CRA between the City of Brooksville and Hernando County). This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

### Project Information

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community Redevelopment Areas when certain conditions exist. Examples of conditions that can support the creation of a Community Redevelopment Area include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that the required conditions exist, the local government may create a Community Redevelopment Area to provide the tools needed to foster and support redevelopment of the targeted area.

There are portions of the South Brooksville CRA Study Area that are within Brooksville City limits and portions within unincorporated Hernando County so this CRA would be a unique partnership between the County and the City. The purpose is to stimulate economic development and provide funding for community-improvement projects.

### **Evaluation of potential areas for inclusion in a Community Redevelopment Area**

The proposed South Brooksville-Hernando Community Redevelopment Area boundaries may be established utilizing specific criteria outlined within the Florida Statutes and requires the completion of a Finding of Necessity (FON) Study. This scope addresses the provision of a Finding of Necessity Study/ also known as a 'Blight Study', to evaluate and determine if certain areas within the City of Brooksville and Hernando County exhibit sufficient slum and

blight conditions to be considered for potential inclusion within the South Brooksville Community Redevelopment Area and to prepare a Finding of Necessity Study in accordance with Chapter 163.335 of the Florida Statutes for the Study Area shown in **Exhibit A**.

Should the preliminary evaluation and findings of the Study Area indicate that there are insufficient qualifying conditions within the Study Area to satisfy the requirements of 163.34,(7)(a-c)/ (8) (a-o), Inspire will advise the City and County of alternative courses of action available to qualify the Study Area for consideration of inclusion within the South Brooksville CRA including but not limited to Interlocal Agreements and/or Resolutions between Hernando County, participating taxing authorities and the Community Redevelopment Agency.

Inspire understands that the FON Study activities will begin immediately upon execution of this Contract.

## Scope of Services

Inspire will provide the following services as part of this proposal:

### **TASK 1. KICK-OFF AND DATA COLLECTION**

Inspire will coordinate closely with the City's Community Development Director on the various aspects of the project including, establishing the initial project schedule and performance milestones, identifying resources, reviewing public hearing/workshop options, planning the key stakeholder interviews, reviewing the project budget and scope and establishing a standing briefing schedule (bi-weekly) to provide the City timely project budget status and project completion updates.

#### **Task 1.1. Project Schedule and Data Request**

Inspire Staff will schedule and participate in a conference call (either by phone, Zoom, MS Teams or other format) with City and County representatives to achieve the following:

- Discuss the project timeline in detail
- Identify key stakeholders for interviews and discussions.
- Go over Inspire's request for data and resources; and
- Schedule the in-person kick-off meeting in South Brooksville.

#### **Task 1.2. In-Person Kick-Off Meeting and Site Tour**

Inspire Staff will attend one (1) day of meetings in South Brooksville with City and County representatives. The meetings will include:

- A kick-off meeting with City and County representatives to introduce the Consultant and City/County teams and review the project scope and timeline in detail;

- A familiarization site tour with staff of the Study Area to learn more about the special sites of interest, redevelopment conditions, and to visually evaluate the area for redevelopment potential and/or development constraints;
- Inspire and City/County Staff will tour the Study Area to help identify problem areas where blight conditions are thought to exist;
- Meet with key City and County staff to discuss the City and County's redevelopment efforts;
- Stakeholder interviews with key persons or small groups identified and scheduled by the City/County representatives; and
- One (1) CRA Board /City Council project status briefing presentation to introduce the consultant team and discuss the project goals.
- One (1) County Commission project status briefing presentation to introduce the consultant team and discuss the project goals.

### **Task 1.3. Stakeholder Interviews**

Inspire will facilitate up to four (4) stakeholder interviews (in-person and/or virtual depending on stakeholder availability and preference) to gather feedback and input.

#### ***TASK 1 DELIVERABLES:***

- Finalized project schedule with due dates for deliverables and meeting dates set.
- One (1) In-Person Kick-off Meeting and Site Tour
- Up to four (4) Stakeholder Interviews
- One (1) CRA Board /City Council project status briefing presentation
- One (1) County Commission project status briefing presentation

## **TASK 2. FINDING OF NECESSITY (FON) ANALYSIS AND REPORT GENERATION**

The City and County have identified a Study Area for evaluation and consideration for establishment of the South Brooksville-Hernando Community Redevelopment Area. At the direction of the City of Brooksville, Inspire will prepare a Finding of Necessity (FON) evaluation for the Study Area, that will include a Slum and Blight Matrix summarizing the conditions observed in accordance with Chapter 163.340 (7), (8), Florida Statutes.

### **Task 2.1 Evaluation of Slum and Blight Conditions**

This evaluation will determine if there are sufficient conditions of slum and blight present to justify the areas' consideration for inclusion within the South Brooksville-Hernando Community Redevelopment Area.

Inspire will evaluate the FON study area to determine if conditions of a 'slum area' (i.e., conditions that endanger life or property by fire or other causes) and / or conditions of a 'blighted area' (i.e., unsanitary or unsafe conditions, deterioration of site improvements, a greater number of code violations, etc.) are present.

### **Task 2.2 Boundary Confirmation**

Inspire will confirm the study area boundaries shown in **Exhibit A** with City Staff.

### **Task 2.3 FON Data Analysis**

Inspire will review other pertinent planning and redevelopment studies (City/County Comprehensive Plans, Joint Planning Agreements, Small Area Studies, etc.). Inspire will also evaluate and review pertinent statistical data including but not limited to:

- a. US Census Reports and Census Tract information;
- b. Development trends and history in the study area and immediately adjacent to the study area;
- c. Property valuation history;
- d. Existing and future land uses;
- e. Existing building stock and conditions;
- f. Code enforcement history;
- g. Calls for service histories (Law Enforcement and Fire/EMT);
- h. Lot sizes and layouts;
- i. Existing infrastructure;
- j. Planned or programmed capital investment projects in or affecting the study area;
- k. Anticipated future development trends within and adjacent to the study area; and,
- l. Projected TIF revenue that may be generated by the parcels located within the potential CRA expansion area.

### **Task 2.3 Draft FON Study**

Inspire will prepare the Draft Finding of Necessity Study and provide City/County Team members with an electronic copy of the draft document. Inspire will participate in one (1) conference call with the City/County Team members to discuss desired edits and changes to the document.

### **Task 2.4 FON Final Draft Report**

Inspire will prepare a Finding of Necessity Study (Blight Conditions Study), incorporating comments and input received from the City/County Team members during the conference call, detailing the conditions within the specific study area that are consistent with the definitions, terms and conditions of *Florida Statutes Chapter 163*. This Finding of Necessity Study (Blight Conditions Study) may be used by the City/County to provide justification and background data for a Finding of Necessity Resolution required to establish the CRA boundary. The report will be delivered to the City/County in electronic format.

**TASK 2 DELIVERABLES:**

- Electronic Copy of the FON Study Area Map
- ADA Compliant Electronic Copy of the Final FON Report

**TASK 3. SUBMITTAL OF FON REPORT, REVISIONS AND ADOPTION**

Inspire will present the FON Report to the CRA/City Council and County Commission to collect comments. Inspire will make one (1) set of revisions to the FON Report based on the feedback received. Inspire will prepare a Resolution for use by the CRA/City Council and County Commission for adoption of the FON Report.

**TASK 3.1. Presentation of FON Report to CRA/City Council**

Inspire will create a PowerPoint Presentation to present the Finding of Necessity Report to the CRA/City Council and collect their comments.

**Task 3.2. Presentation of FON Report to County Commission**

Inspire will create a PowerPoint Presentation to present the Finding of Necessity Report to the County Commission and collect their comments.

**Task 3.3. Revisions to FON Report**

Inspire will revise the Finding of Necessity Report: once (1) based on the comments received by staff, CRA/City Council, and the County Commission. Inspire will submit the revised Finding of Necessity Report, revised PowerPoint Presentation to the Brooksville Community Redevelopment Agency/City Council and County Commission for consideration of adoption. The Final FON report will be delivered to the City and County in an electronic format.

**Task 3.4. FON Adoption Resolution**

Inspire will prepare a draft Resolution for review and use by the CRA/City and County for the adoption of the Finding of Necessity Report.

**Task 3.5. Adoption Presentation to CRA/City Council**

Inspire will present the Final Finding of Necessity Report to the CRA/City Council at a regularly scheduled meeting for consideration of adoption.

**Task 3.6. Adoption Presentation to County Commission**

Inspire will present the revised Finding of Necessity Report to the County Commission at a regularly scheduled meeting for consideration of adoption.



**TASK 3 DELIVERABLES:**

- One (1) FON Report PowerPoint Presentation for CRA/City Council
- One (1) FON Report PowerPoint Presentation for County Commission
- Up to one (1) round of final revisions of the FON Report
- One (1) Finding of Necessity Resolution for use by Brooksville Community Redevelopment Agency/City Council
- One (1) Finding of Necessity Resolution for use by Hernando County Commission
- One (1) FON Adoption Presentation for CRA/City Council
- One (1) FON Adoption Presentation for County Commission
- One (1) ADA compliant pdf version of the final FON Report

## Fee

Our professional fee for the above-described services shall be a lump sum of **\$49,500** to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
Task 1: Finding of Necessity (FON) Study Kickoff and Data Collection	\$10,500.00
Task 2: FON Analysis and Report Generation	\$27,300.00
Task 3: Submittal of FON Report, Revisions and Adoption	\$11,700.00
<b>TOTAL</b>	<b>\$49,500.00</b>

Included in the above fees are reimbursable expenses incurred on the Project's behalf, including mileage, printing, plotting, photocopies, reproduction, postage, long distance telephone, facsimile, express mail and/or courier services.

Inspire will bill monthly for all work performed and expenses incurred on the Project's behalf. Unpaid invoices after 30 days will accrue service charges at 1 1/2% per month and include any costs of collections and reasonable attorney's fees.

Should conditions be encountered such that additional services appear to be in the best interest of the project, we will contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

## Schedule

The proposed services will be completed within four (4) months from the issuance of a notice to proceed. The proposed schedule for the FON Report is as follows:

- Task 1: FON Study Kickoff and Data Collection .....Month 1
- Task 2: FON Analysis and Report Generation.....Months 1-3
- Task 3: FON Report Adoption.....Months 3-4

## Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Additional meetings
- Illustrative renderings other than those identified
- 3D graphic imagery and perspective renderings other than those identified
- Preliminary engineering and utility coordination
- Final Design and Construction Documents
- Permitting and Bidding Phase services
- Electrical Engineering and Photometrics
- Construction phase services
- Significant design modifications to the approved design.
- Attendance at regular coordination meetings or conference calls beyond those identified.
- Preparation of additional schematic site design(s) or alternative analysis.
- Rendered site plans or exhibits for public, community, or neighborhood meetings beyond those identified.
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services not included in the above-described scope of services.

## Authorization

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to Inspire that you have reviewed the proposal and hereby accept as written.

## Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**Inspire Placemaking Collective, Inc.**

A handwritten signature in blue ink that reads "Laura Canary". The signature is written in a cursive, flowing style.

Laura Canary,  
Project Manager

Attachments:

Exhibit A – FON Study Area

Exhibit "A"  
FON Study Area

