

## INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Community Redevelopment Agency of the City of Clearwater, Florida (CRA), a redevelopment agency established pursuant to law, and the Downtown Development Board (DDB), a special district organized and operating pursuant to the ordinances and laws of the City of Clearwater.

WHEREAS, Florida Statutes 163.387 requires all taxing authorities to make an annual appropriation in an amount equal to the incremental increase in the ad valorem revenue within the CRA area; and

WHEREAS, the DDB is a taxing authority within the meaning of the statute; and

WHEREAS, the CRA and the DDB in the spirit of cooperation desire to offer the downtown constituents the opportunity to utilize more efficiently the public dollars collected for each entity; and

WHEREAS, the CRA and the DDB have a special obligation to ensure wise and sound administration of the programs; and

WHEREAS, the CRA and the DDB desire to enter into an Interlocal Agreement outlining the scope of services and responsibilities of the parties; and

WHEREAS, the DDB desires to financially support the construction debt service, operation, and maintenance of the boat slips, docks, boardwalk, promenade and related facilities proposed to be constructed in the Downtown Waterfront ("Proposed Facilities"); and

WHEREAS, the CRA and the DDB wish to enter into an Interlocal Agreement pursuant to Florida Statutes 163.01, in order to provide for the DDB's contribution to the Proposed Facilities; and

WHEREAS, the CRA and the DDB wish to enter into an Interlocal Agreement pursuant to Florida Statutes 163.01, in which the DDB agrees to perform certain responsibilities and functions consistent with and in furtherance of the Downtown Redevelopment Plan, in return for an amount equal to the difference between the increment payment of \$201,767 and the \$59,779 the DDB pays the CRA for administration.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to realize by the parties hereto, the DDB and the CRA agree as follows:

Section 1. Term. The term of this Interlocal Agreement will be October 1, 2009 through September 30, 2010.

Section 2. Intent. It is the intent of the parties that the moneys paid to the CRA by the DDB pursuant to Florida Statutes 163.387, commonly referred to as the tax increment payment, be used to advance the goals and objectives of the Downtown Redevelopment Plan. The CRA shall retain \$59,779 to offset the cost of administration of the DDB as further described herein. The remaining money shall be returned to the DDB by the CRA in exchange for performance of certain responsibilities and functions consistent with and in furtherance of the Downtown Redevelopment Plan, by the DDB. Further, with the approval of the Proposed Facility by the voters at referendum on March 13, 2007, it is the intent of the DDB to provide for a contribution over 10 years in an amount not to exceed \$500,000, to the cost of construction debt service, operation, and maintenance of the Proposed Facility.

Section 3. Responsibilities of the DDB.

1. Function:

- a. Collaborate with the CRA on projects and programs, which succeed in bringing businesses and residents into the downtown district
- b. Focus on business and enterprise development, job creation and initiatives related to increasing income and employment opportunities
- c. Encourage public-private partnerships to promote business relocation and expansion
- d. Market, promote and assist with business recruitment
- e. Interact with constituents and facilitate activities that sustain, promote and advance downtown revitalization
- f. Be active in the administration of downtown initiatives
- g. Develop short- and long-term strategies, define roles and assign responsibilities to implement those strategies

Section 4. Responsibilities of the CRA.

1. Scope of Duties. The services that the CRA will provide are:

- a. Prepare correspondence for DDB members

- b. All DDB funds will be kept in the City's bank account and will be segregated for accounting purposes in the City's records as a separated, interest-earning fund
- c. Assist with preparation and monitoring of the annual budget and prepare amendments as necessary
- d. Prepare monthly financial reports
- e. Prepare agendas and distribute packets to DDB members prior to each meeting
- f. Prepare meeting notices for monthly and special DDB meetings
- g. Attend meetings and supervise work of Board Reporter who records and transcribes minutes
- h. Coordinate the DDB Promotion Committee and DDB Business Visitation Committee meetings
- i. Handle all phone inquires and follow up on the calls
- j. Handle any special mailing notices
- k. Serve as coordinator for the DDB special activities
- l. Administer the Retail and Restaurant Recruitment Grant, Façade Improvement and the Sidewalk Café Furniture Grant programs
- m. Assist in looking into other incentive options to improve downtown properties and implement projects funded or initiated by the Board
- n. Assist with promoting design related programs to the downtown community
- o. Manage loans, contracts and all applicable documents
- p. Coordinate field trips and travel arrangements in accordance with the City of Clearwater Travel and Meals Policy
- q. Other administrative duties as mutually agreed
- r. Coordinate the annual election process in cooperation with the Pinellas County Supervisor of Elections
- s. Act as a Liaison to the Pinellas County Property Appraiser, Pinellas County Tax Collector, and DDB legal counsel: Elise K. Winters, P.A.
- t. Assure that the annual audit is conducted in compliance with State of Florida Auditor General
- u. Comply with State of Florida Tax Increment Millage Compliance with Chapter 200, Florida Statutes, Sections 218.23, 218.63, Florida Statutes (TRIM)
- v. Comply with the Florida Department of State Information Services Records Disposition Act
- w. Comply with the State of Florida Department of Community Affairs Special District Information Program
- x. Comply with the State of Florida Department of Insurance Treasurer's Public Depositor Annual Report
- y. Coordinate financial disclosure requirements of the State of Florida Commission on Ethics

Section 5. Compensation. In return for the above services, the CRA shall pay to the DDB this difference upon receiving the increment payment from the DDB. The budget for the CRA for services listed in Section 4 above shall be as follows:

Personnel and Administration \$59,779

Section 6. Contribution by DDB. The DDB shall contribute \$50,000 toward the cost of construction debt service, operation, and maintenance of the Proposed Facilities. Said payment shall be made upon request of and at the direction of the CRA. It is the intent of the parties that the DDB shall contribute up to \$50,000 a year for 10 years for a total not to exceed \$500,000, subject to annual approval of future agreements. DDB made the first payment of \$50,000 in April 2007, the second payment of \$50,000 in April 2008 and the third payment of \$50,000 in August of 2009. Due to the economy, the City determined that it not in the best interest of the City and the taxpayers to borrow funds for construction of the boat slips. Instead, the City is paying for the majority of the construction costs from City reserves and any of the annual DDB contribution not needed for operations of the boat slips, will be used to reimburse the City for the cost of construction.

Section 7. Notice. Any notice by either party to the other pursuant to the Interlocal Agreement shall be given in writing and hand-delivered or mailed as follows:

Chairperson, Board of Trustees  
Community Redevelopment Agency  
112 S. Osceola Avenue  
Clearwater, Florida 33756

Chairperson  
Downtown Development Board  
Post Office Box 4748  
Clearwater, Florida 33758-4748

Section 8. Entire Agreement. This document embodies the whole Agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein. This Agreement shall be binding on the parties, their successors, assigns and legal representatives.

Section 9. Filing Effective Date. As required by Section 163.01(11), Florida Statutes, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto, or their lawful representative, have executed this agreement as the date first above written.

COMMUNITY REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Chairperson, Board of Trustees  
Frank Hibbard

Approved as to form:

Attest:

\_\_\_\_\_  
Pamela K. Akin  
City Attorney

\_\_\_\_\_  
Cynthia E. Goudeau  
City Clerk

DOWNTOWN DEVELOPMENT BOARD

BY: \_\_\_\_\_  
David Allbritton, Chairperson