

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this 20 day of October, 2015, 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, operation and maintenance of the boat slips, docks, boardwalk, promenade and related facilities constructed in the Downtown Waterfront ("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 \$173,273 and the \$65,317.00 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 realized 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, 2015, through September 30, 2016.

Section 2. Intent. It is the intent of the parties that the moneys paid to the CRA by the DDB pursuant to Florida Statute section 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 \$65,317.00 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 by the DDB consistent with and in furtherance of the Downtown Redevelopment Plan. Further, with the approval of the Facilities by the voters at referendum on March 13, 2007, it was and continues to be the intent of the DDB to provide for a contribution over 10 years, in an amount not to exceed \$500,000.00, to the cost of construction, operation, and maintenance of the Facilities.

Section 3. Responsibilities of the DDB. The DDB will promote, facilitate and support activities that sustain, promote and advance downtown revitalization and attract business and resident to relocates and stay in the DDB's district. In furtherance of these goals, the DDB will:

- a. advise the City of Clearwater (City) and the CRA on policies and procedures which will succeed in bringing more businesses and residents into the downtown district and thus improve its tax base and overall economic conditions;
- b. survey downtown freeholders and businesses to determine needs and attitudes, to monitor progress, to evaluate success or failure of initiatives;
- c. sponsor community events and encourage public attendance at events in support of downtown merchants;
- d. prepare and distribute public relations pieces such as, but not limited to, brochures and videos, district maps, etc.; and
- e. cooperate with the Regional Chamber of Commerce, the Convention and Visitors Bureau, and all others interested in promoting the downtown district as a destination

Section 4. Responsibilities of the CRA. The services that the CRA will provide are:

- a. Prepare correspondence for DDB members
- b. Maintain all DDB funds in the City's bank account and with funds 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 and Business Visitation Committee meetings, if applicable

- i. Handle all phone inquiries and follow up on the calls
- j. Handle any special mailing notices
- k. Serve as coordinator for the DDB special activities
- l. If funded, qualify potential recruitment candidates for consideration by DDB for the Retail and Restaurant Recruitment Grant program
- 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 requirements of the 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 \$65,317.00.

Section 6. Contribution by DDB. The DDB shall contribute \$50,000.00 toward the cost of construction, operation, and maintenance of the 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 \$50,000.00 a year for 10 years for a total not to exceed \$500,000.00, subject to annual approval of future agreements. DDB made the first payment of \$50,000.00 in April 2007, and subsequent yearly payments of \$50,000.00 in April 2008, August 2009, January 2010, January 2011, January 2012, January 2013, January 2014 and January 2015. Due to the economy, the City determined that it is 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 of the date first above written.

**COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF CLEARWATER, FLORIDA**

By: George N. Cretekos
George N. Cretekos, Chairperson

ATTEST:
By: Rosemarie Call
Rosemarie Call, City Clerk



Approved as to form:

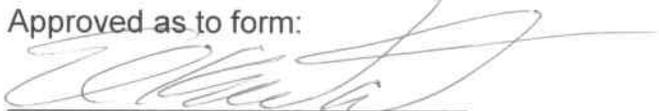
Pamela K. Akin
Pamela K. Akin

Attorney for CRA

DOWNTOWN DEVELOPMENT BOARD

BY: 
Paris Morfopoulos, Chairperson

Approved as to form:


Elise K. Winters
Attorney for DDB