

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Community Redevelopment Agency of the City of Clearwater, Florida (CRA), a redevelopment agency established pursuant to law, and the City of Clearwater (CITY), a municipal corporation of the State of Florida.

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, on May 16, 2016, the Community Redevelopment Agency approved the City Manager's hiring of a CRA Director as a City employee; and

WHEREAS, the City will provide additional staff to assist the CRA director, for which the CRA agrees to reimburse the City; and

WHEREAS, Section 163.387, Florida Statutes, allows that moneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency, including providing for staff, as described in the community redevelopment plan; and

WHEREAS, the Clearwater Downtown Redevelopment Plan establishes that funds received by the CRA through the use of Tax Increment Financing (TIF) may be used for certain redevelopment activities; and

WHEREAS, the CRA wishes to enter into an Interlocal Agreement with the City for the City to provide staff to the CRA and outlining the scope of services and responsibilities of the parties.

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

Section 1. Term. This Interlocal Agreement will be effective starting October 1, 2023 and will remain in effect unless terminated by either one of the parties.

Section 2. Intent. It is the intent of the parties that the TIF funds paid to the CITY by the CRA pursuant to Section 163.387(6)(a), Florida Statutes, be used to provide the following staff in support of the CRA:

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- A. Pay the salary and benefits for the CRA Director for the Fiscal Year 2023/2024. This amount may increase annually and is subject to approval in the CRA budget each year.
- B. Provide for the salary and benefits of additional full-time, part-time and temporary CRA staff that are subject to approval in the CRA budget each year.

Section 3. Responsibilities of the CRA

Function: Provide TIF funding in the total amount not to exceed \$982,526.00 for the contract year, said funds to be utilized by the City will be allocated in the following manner:

- A. An amount not to exceed \$947,324.00 to pay the salary and benefits for CRA staff
- B. \$35,202 to pay for City Internal Services

These amounts are subject to adjustment and approval in the CRA budget each year.

Section 4. Responsibilities of the CITY

Scope of Duties: The services that the CITY will provide will be carried out by the City Manager. These services are:

- A. Provide staffing, Information Technology services, telephone services, Legal services, City Clerk services and other general services and office space in for the CRA. Adopt operational policies necessary to support the work of the CRA.

Section 5. Notice. Sixty (60) days notice by either party to the other pursuant to the Interlocal Agreement shall be given in writing and hand-delivered or mailed as follows:

Clearwater Community Redevelopment Agency  
Attn: CRA Executive Director  
PO BOX 4748  
Clearwater, Florida 33758  
Telephone: (727) 562-4039

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City of Clearwater  
Attn: City Manager  
PO BOX 4748  
Clearwater, Florida 33758  
Telephone: (727) 562-4046

Section 6. 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 7. Indemnification. The CRA and the CITY agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence only to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to nor shall it be construed as a waiver of any immunity from or limitation from liability that the CRA and the CITY are entitled to under the doctrine of sovereign immunity (Section 768.28, Florida Statutes). Nothing herein shall be construed as consent by the CRA or the CITY to be sued by third parties in any manner arising out of this Agreement.

Section 8. 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 law representatives, have executed this agreement as the date first above written.

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

By: \_\_\_\_\_  
Brian J. Aungst, Sr., Chairperson

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Approved as to form:

Attest:

\_\_\_\_\_  
David Margolis  
CRA Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

Countersigned:

**CITY OF CLEARWATER, FLORIDA**

\_\_\_\_\_  
Brian J. Aungst, Sr.  
Mayor

By:\_\_\_\_\_  
Jennifer Poirrier  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk