

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 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, Section 163.387(6), Florida Statutes, allows for use of moneys in the redevelopment trust fund which may be expended from time to time for undertakings of a community redevelopment agency as described in the Community Redevelopment Plan; and

WHEREAS, the CRA has adopted a Community Redevelopment Plan that establishes certain Goals and Objectives to guide the revitalization of the Downtown area; and

WHEREAS, supporting community learning, entrepreneurship and growing small businesses are important activities which help meet certain Objectives established in the Community Redevelopment Plan including Objective 3B which states that, "The...Main Library will serve as a cultural attraction and an anchor for the northern section of the Downtown Core," and Objective 1E, which states that, "A variety of businesses are encouraged to relocate and expand in Downtown to provide a stable employment center, as well as employment opportunities for Downtown residents;" 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 City has adopted an Economic Development Strategic Plan which outlines the steps for achieving economic development success and establishes as "Goal Four: Business Development" that the city should "support an entrepreneurship and innovation ecosystem and collaborate with regional partners to market Clearwater to target industries;" and

WHEREAS, on May 4, 2015, and May 7, 2015, the CRA and the City, respectively, together with the Clearwater Regional Chamber of Commerce, Technical Arts Facility for Innovation and Entrepreneurship (TAFIE), Florida Small Business Development Center (FSBDC) of Pinellas County Economic Development entered into a Memorandum of Understanding to support

collaborative and coordinated approaches to serve pre-venture, startup and small business enterprises in the City of Clearwater and the greater Clearwater area and that City of Clearwater – Economic Development & Housing Department and City of Clearwater Library System would together participate in these efforts; and

WHEREAS, the Urban Land Institute Advisory Services Panel Report issued September 2014 recommended that the library “identify uses that can colocate with the library to boost its use and help activate the area around it” such as “a community meeting room and center;” and

WHEREAS, the CRA and the CITY want to enter into an Interlocal Agreement during the Fiscal Year 2016/2017, 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. The term of this Interlocal Agreement will be October 1, 2016 through September 30, 2017.

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 services in support of the economic enhancement of the downtown area:

- A. Create and maintain two (2) maker spaces at the Clearwater Main Library, located at 100 N. Osceola Avenue, providing technology and equipment such as but not limited to 3D printers, video and audio recording equipment, robotics and iMac computer hardware, as well as specialized software to assist in the production of technology innovation and business growth and development.
- B. Provide training on the proper use of the equipment and technology listed above, as well as on small business startup, entrepreneurship, job seeking, technology development, digitization and effective use of the world wide web for communication and business marketing, and encouraging science, technology, engineering, and math (STEM) education and skills for all age groups to help create tomorrow's workforce.
- C. Foster a sense of community for the downtown area by providing space for meetings, both formal and informal, that is receptive to the sharing of technology and ideas, supports gatherings where participants can share common interests and grow skills and

knowledge by working together and creates partnerships to effectively facilitate mutual growth and support innovation and entrepreneurship.

### Section 3. Responsibilities of the CRA

Function: Provide TIF funding in the total amount not to exceed \$100,270.00 for the contract year, said funds to be utilized by the Clearwater Main Library (Main Library) to provide staffing, equipment, education and training for the greater Clearwater community on adult and youth STEM activities within the Studios at Main, a maker space area, and pre-venture, startup and small business programs and services as described in Section 2. Intent, paragraphs B and C, to be allocated in the following manner:

- A. \$58,770.00 to pay for a Library Program Specialist, Exhibit A attached hereto and incorporated by reference, contains detailed specifications.
- B. \$16,000.00 for the estimated cost for the contract year for staff support and coverage of additional hours to make the library available to the business community outside of normal operating hours.
- C. \$16,500.00 for the estimated cost for the contract year for education and training programs and tools.
- D. \$9,000 for equipment and supplies.

### Section 4. Responsibilities of the CITY

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

- A. Developing two (2) maker spaces within the Clearwater Main Library providing technology and training to the public and working in cooperation with the Clearwater Business SPARK Partners to support economic development in the downtown area.
- B. Provide staffing for the programs of the maker studios to provide programs and training to support innovation and entrepreneurship in the downtown area. Develop partnerships to effectively utilize the library space.

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: Seth Taylor, Director  
112 South Osceola Avenue  
Clearwater, Florida 33756  
Telephone: (727) 562-4058

City of Clearwater  
Attn: William B. Horne II, City Manager  
112 South Osceola Avenue  
Clearwater, Florida 33756  
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. Maintenance of Effort. The expenditures authorized by this Agreement are solely and exclusively to increase community policing activity and resources. The City agrees that no diminishment of existing police efforts in the East Gateway will occur as a result of this agreement.

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.

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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: \_\_\_\_\_  
George N. Cretekos, Chairperson

Approved as to form:

Attest:

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

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

Countersigned:

**CITY OF CLEARWATER, FLORIDA**

\_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Matthew Smith  
Assistant City Attorney

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