

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF DUNEDIN, FLORIDA
AND
PINELLAS COUNTY, FLORIDA
FOR
THE COMMITMENT OF TAX INCREMENT FINANCING (TIF) REVENUES
IN THE CITY OF DUNEDIN COMMUNITY REDEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ___ day of _____, 2023, between the City of Dunedin, Florida, a municipal corporation ("City") and Pinellas County, a political subdivision of the State of Florida, ("County") (collectively "Parties")

WITNESSETH:

WHEREAS, the Legislature of the State of Florida enacted the Community Redevelopment Act in 1969, as amended, and codified as Part III, Chapter 163, Florida Statutes; and

WHEREAS, the County and the City mutually desire to increase the ad valorem tax base of the County and the City within Dunedin; and

WHEREAS, in 1988 the City and the County approved certain Resolution(s) creating the City of Dunedin Community Redevelopment District (District) located in Dunedin and approving the Redevelopment Plan, as subsequently amended by the City of Dunedin Community Redevelopment Agency Downtown Master Plan 2033 ("Plan") the creation of a Redevelopment Trust Fund into which Tax Increment Revenues have been appropriated and expended; and

WHEREAS, Tax Increment Revenues are authorized to be expended for projects in the District, including the financing or refinancing thereof all as provided in Part III of Chapter 163; and

WHEREAS, the County's Code of Ordinances requires a midterm review in 2025; and

WHEREAS, the City has proposed three (3) certain projects to assist in the redevelopment and stimulus of private investment in the District including the Skinner Boulevard Improvements ("Complete Streets"), Downtown Parking Lot, and Midtown Parking Garage ("Projects"), all of which have a countywide impact, and the County has accepted these Projects under the Plan; and

WHEREAS, in FY 2022, the Dunedin Community Redevelopment Agency ("CRA") pledged the TIF Revenues (both City and County Tax Increment Revenues) to repay the indebtedness for the Downtown Parking Lot (land acquisition); and

WHEREAS, the City will need to issue additional bonds or other indebtedness in 2023 or thereafter to complete approved Skinner Boulevard Improvements and may issue financing for

the Midtown Parking Garage in the Plan in order to receive the most competitive financing terms; and

WHEREAS, the redevelopment of Skinner Boulevard Improvements will run from 2024 to 2027 consisting of a complete street plan involving lane reduction, roundabouts, undergrounding, bike lanes, on street parking, land scaping to improve safety, and economic multi-mobility enhancements; and

WHEREAS, the City has acquired grant funding for the and will need Tax Increment Revenue funding to assist in the repayment of bonds or other indebtedness for Skinner Boulevard Improvements project; and

WHEREAS, the CRA agrees to pledge the TIF Revenues to repay the bonds or other indebtedness for Skinner Boulevard Improvements and Midtown Parking Garage; and

WHEREAS, this Agreement constitutes the approval for the issuance of bonds or other indebtedness to be paid with tax increment revenues required by County Ordinance 88-67, as amended by Ordinance 12-26 ("Ordinance"), as codified in Pinellas County Code § 38-68; and

WHEREAS, capitalized terms will have the same meaning as set forth in the Ordinance.

NOW THFREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Projects.** The Parties will work cooperatively to accomplish the financing of the two remaining projects (Skinner Boulevard Improvements and financing for the Midtown Parking Garage) in the Plan which are funded with Tax Increment Revenues.

3. **Term.** The term of this Agreement ("Term") commences on execution of this Agreement by the Parties and will end upon the earlier of the expiration or termination of the Plan, or the complete repayment of all outstanding bonds or other indebtedness used to pay for the Projects which were funded by Tax Increment Revenues.

4. **City's Duties.** The City may finance up to \$6.594 million plus costs of issuance and a debt service reserve for approved Plan Projects, provided the following:

- A. The final maturity date of any debt secured by the County's contribution to the CRA TIF is no later than December 31, 2033, and the final maturity date of any remaining debt secured by the City's General Fund is no later than FY 2044.
- B. The City may finance up to \$6.594 million plus costs of issuance and a debt service reserve for approved Plan Projects, provided that the final maturity date of any debt secured by CRA TIF is no later than December 31, 2033, and the final maturity date of any remaining debt secured by the City's General Fund is no later than FY 2044. The current proposal is to borrow

approximately \$6.594 million plus cost of issuance and a potential debt service reserve, as shown in attachment A.

C. May finance approximately \$6.594 million plus cost of issuance and a debt service reserve for approved plan in FY 2022 or thereafter without additional approval by the County Board of County Commissioners (“Board”) provided the conditions in paragraph 5(D) hereof are met and subject to the limitations in paragraph 5(B). Furthermore, there will be no reimbursement of City payments from any funding source to existing projects made prior to the adoption of the Ordinance. In no event will the contribution of tax increment revenues as provided in Table B supplant funding otherwise provided by City, State, Federal or Private sources as set out in the “Other Potential Funding Sources” column in Table B to the Plan.

D. Will, from FY 2022 through 2033, use TIF Revenues pledged and paid by the CRA to the City to pay annual debt service for the financing, then retire or redeem any outstanding indebtedness.

E. Will not expend TIF Revenues on any project not in the Plan as approved by the Board.

F. Will provide by October 2, 2025, the data and analysis necessary for the County to conduct its 15 year review prior to April 5, 2026.

5. County's Duties. The County:

A. Will cooperate with the City to obtain the proposed financings by the City by providing such documents or certifications as necessary.

B. Will appropriate and pay to the CRA all TIF Revenues from the District prior to January 1 of each year. The County's obligation to annually budget and appropriate on or before October 1st and pay over to the Fund by January 1st of each year will commence immediately upon the effective date of the Ordinance and continue until all approved loans, advances and indebtedness incurred as the result of the Plan have been paid. The County's increment contributions are to be accounted for as a separate revenue within the fund but may be combined with other revenues for the purpose of paying debt service.

C. Hereby ratifies the issuance of debt service in the amount of \$4.114 million as financing in FY 2022 and approves the issuance of debt service in the amount of \$2.480 million as financing in FY 2024 or thereafter, subject to the terms and limitations stated herein, to finance the remaining approved Plan Projects, including refunding outstanding indebtedness if more cost effective, plus cost of issuance and a debt service reserve, with a maturity date later than December 31, 2033 subject to the following conditions:

- i. The County's obligation to appropriate TIF Revenues under the Ordinance, subject to the foregoing conditions being met, will terminate the earlier of December 31, 2033, or such time as the \$6.594 million dollars of funding required for the Projects, plus related financing costs, has been repaid, and no refunding thereof will extend the maturity beyond December 31, 2033 for the CRA fund obligation without Board approval.

- ii. The City will provide written notification of the terms of any financing with the CRA or outside lender authorized herein at least 10 days prior to the adoption of any ordinance or resolution by the City authorizing any such financing.

D. Pursuant to the Ordinance, the County may review its tax increment contribution to the Fund to determine whether given the totality of the circumstances, it continues to be prudent to dedicate the County portion of the TIF Revenues at the existing level, beyond 15 years, provided that there will be no reduction in the dedication of TIF Revenues for as long as there are unpaid loans, advances or indebtedness approved as provided herein and secured by the County's TIF Revenues.

7. **Records, Reports, and Inspection.** The City will maintain financial records, accounting and purchasing information, and books and records for the Projects. These books, records, and information will comply with general accounting procedures. All documents related to the Projects are public records and will be retained and provided as required by law. The City will comply with Chapter 119, Florida Statutes.

8. **Compliance With Federal, State, County, and Local Laws.** The Parties will comply with all applicable federal, state, county, and local laws, regulations, and ordinances at all times.

9. **Termination of Agreement.** Neither the City nor the County may terminate this agreement as long as there are any outstanding bonds or other indebtedness used to pay for the Projects which was funded by TIF Revenues.

10. **Indemnification and Release.** The County and the City will be fully responsible for their own acts of negligence and their respective agents' acts of negligence, when such agents are acting within the scope of their employment; and will be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein will be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

11. **Discrimination.** The City and the County will not discriminate against any person in violation of Federal, State, or local law and ordinances.

12. **Assignment.** This Agreement may not be assigned.

13. **Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination will not render void, invalid, or unenforceable any other section or any part of any section of this contract.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

15. **Notification.** All notices, requests, demands, or other communications required by law, or this Agreement must be in writing and will be deemed to have been served as of the delivery date appearing upon the return receipt if sent by email, certified mail, postage prepaid with return receipt requested, to the Mayor or County Administrator, or upon the actual date of delivery, if hand delivered to the Mayor or County Administrator.

16. **Waiver.** No act of omission or commission of either party, including, without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

17. **Governing Law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts, will be in Pinellas County, Florida, St. Petersburg Division. Venue for any action brought in Federal court will be in the Middle District of Florida, Tampa Division, unless a division is created in Dunedin or Pinellas County, in which case action will be brought in that division.

18. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (1) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

19. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

20. **Approval.** This Agreement is subject to approval of the City of Dunedin City Commission and the Board of County Commissioners.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

CITY OF DUNEDIN, FLORIDA:

PINELLAS COUNTY, FLORIDA:

By: _____
Julie Bujalski, Mayor

By: _____
Janet Long, Chairman

ATTEST:

ATTEST:

Rebecca, City Clerk

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Attorney

ATTACHMENT A - Loan Schedule

1. \$4.114 million in debt in FY 2021 for the Downtown Parking Lot Acquisition.
2. \$2.480 million in debt in FY 2024 for the Skinner Boulevard Improvements (complete streets) Project.
3. Loan amount - Unfunded - FY 2030 for the Midtown Parking Garage Project.

The Capital project costs to be financed will not exceed the above amounts, and additionally will include the reasonable and necessary financing costs and debt service reserve as are customarily defined in the marketplace and will not have maturity dates no later than December 31, 2033 for the CRA obligations but will include maturity dates out to FY 2044. The General Fund of the City will pay for the debt service payments from FY 2034 to FY 2044 and final maturity of FY 2044.

Table 2B - Dunedin Downtown

TIF Funding Required for New Public Improvement Projects

2023 - 2033

Designated Projects	Fiscal Year	Location	TIF Funds Required (in Millions)	Other Potential Funding Sources	Total Cost
Parking Lot Acquisition	Purchase 2022	Douglas & Scotland	\$4.114M	None	\$4.114M
Skinner Boulevard Improvements	Design 2022 - 2023 Construction 2024-2026	Skinner Blvd	\$2.480M	Penny \$2.985M Fwd Pinellas \$1.51M ARPA \$1.5M FDOT \$1.3M HSIP Grant \$745K Water /WW \$500K	\$11.019M
Midtown Parking Facility	Design 2024 Construction 2025-2026	Douglas & Scotland	Unfunded	Penny \$3.7M	\$8.772M