

A RESOLUTION BY CITY COUNCIL,
APPROVING AN INTERLOCAL AGREEMENT
WITH PINELLAS COUNTY THAT CONVEYS
DELEGATION OF ALL REDEVELOPMENT
POWERS TO THE CITY OF ST. PETERSBURG
FOR THE INTOWN WEST COMMUNITY
REDEVELOPMENT AREA; AND PROVIDING
AN EFFECTIVE DATE.

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

WHEREAS, The City of St. Petersburg requested a delegation of all redevelopment authority on August 15, 2019, as set forth in Res. 2019-417, and,

WHEREAS, on October 8, 2019, the Pinellas Council Board of County Commissioners also approved the extension of the Intown West CRA (Resolution 19-83); and

WHEREAS, the City of St. Petersburg desires to amend the Plan by adding TIF-funded projects to continue the revitalization of the Intown West CRA, including the EDGE District, and support the redevelopment of the 86-acre Tropicana Field site that adjoins Intown West, and for which the City has approved a master plan and dedicated \$75 million in TIF from the adjacent Intown CRA to fund public improvements to prepare it for redevelopment; and

WHEREAS, a key component of the Tropicana Field master plan is an eleven (11) acre parcel west of 16th Street South that is ineligible for the Intown public improvement funds because it lies wholly within the Intown West CRA; and

WHEREAS, the City of St. Petersburg and Pinellas County agree to terminate Pinellas County's TIF contribution to the Intown West Trust Fund, beginning on November 15, 2020; and

WHEREAS, the City desires to continue its contribution to the Intown West Trust Fund through April 7, 2032, but at the rate of fifty percent (50%) of its portion of the tax increment revenue; and

WHEREAS, the City desires to separate tax increment revenue collected under the original approval period ("Phase I") and tax increment revenue collected solely from City ad valorem sources subsequently after November 15, 2020 ("Phase II") and shall accomplish this through the establishment of a separate Phase II Trust Fund; and

WHEREAS, on October 15, 2020, the City's Community Redevelopment Agency recommended that City Council approve the attached "Interlocal Agreement" (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Petersburg, Florida does hereby approve the attached "Interlocal Agreement" (Exhibit A) upon the condition that the Pinellas County Board of County Commissioners approves said Agreement and delegates authority to the City of St. Petersburg for the Intown West Community Redevelopment Area.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of St. Petersburg requests all powers and authority in Chapter 163, Part III, Florida Statutes, from Pinellas County for the Intown West Community Redevelopment Agency from November 16, 2020, until April 7, 2032.

This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 15th day of October 2020.



Ed Montanari, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:



Chan Srinivasa, City Clerk

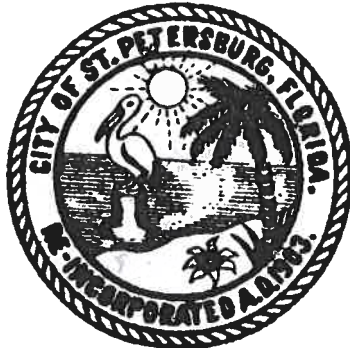


Exhibit A

Interlocal Agreement Intown West Community Redevelopment Area

Exhibit A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PINELLAS COUNTY, FLORIDA FOR THE COMMITMENT OF TAX INCREMENT REVENUES IN THE INTOWN WEST REDEVELOPMENT AREA

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020 ("Effective Date"), between the City of St. Petersburg, Florida, a municipal corporation ("City") and Pinellas County, a political subdivision of the State of Florida, ("County") (collectively "Parties").

RECITALS:

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 St. Petersburg; and

WHEREAS, the St. Petersburg City Council in 1990 established the Intown West Community Redevelopment Area ("CRA") pursuant to the requirements of Chapter 163, Part III, FS, and was delegated redevelopment authority by resolution of Pinellas County through its home rule powers, including the power to declare itself a community redevelopment agency (Resolution 90-180); and

WHEREAS, on June 7, 1990, St. Petersburg City Council approved Resolution 90-389 accepting Pinellas County's delegation of authority, approving a finding of necessity establishing Intown West as a CRA, and establishing itself as its community redevelopment agency ("Agency"); and

WHEREAS, on November 15, 1990, St. Petersburg City Council approved Ordinance 2006-F adopting the Intown West Redevelopment Plan ("Plan") as well as Ordinance 2013 establishing a Tax Increment Financing ("TIF") District and Redevelopment Trust Fund ("Trust Fund") for the Intown West CRA, which set November 15, 2020, as its expiration date; and

WHEREAS, the Pinellas County Board of County Commissioners subsequently approved the Plan (Resolution 90-446) and Trust Fund (91-7) on December 4, 1990, and January 29, 1991, respectively; and

WHEREAS, in furtherance of its objective to continue the Intown West CRA past the expiration date of November 15, 2020 in order to synchronize its expiration date with the expiration date of the adjacent Intown CRA, the St. Petersburg City Council approved an extension of the Intown West CRA to April 7, 2032 (Resolution 2019-417) on August 15, 2019; and

WHEREAS, on October 8, 2019, the Pinellas Council Board of County Commissioners also approved the extension of the Intown West CRA (Resolution 19-83); and

WHEREAS, via separate resolution, the City of St. Petersburg is requesting Pinellas County to confer all redevelopment authority under Section 163.410, FS to implement the Plan from November 15, 2020, to April 7, 2032; and

WHEREAS, the City of St. Petersburg desires to amend the Plan by adding TIF-funded projects to continue the revitalization of the Intown West CRA, including the EDGE District, and support the redevelopment of the 86-acre Tropicana Field site that adjoins Intown West, and for which the City has approved a master plan and dedicated \$75 million in TIF from the adjacent Intown CRA to fund public improvements to prepare it for redevelopment; and

WHEREAS, a key component of the Tropicana Field master plan is an eleven (11) acre parcel west of 16th Street South that is ineligible for the Intown public improvement funds because it lies wholly within the Intown West CRA; and

WHEREAS, the City of St. Petersburg and Pinellas County agree to terminate Pinellas County's TIF contribution to the Intown West Trust Fund, beginning on November 15, 2020; and

WHEREAS, the City desires to continue its contribution to the Intown West Trust Fund through April 7, 2032, but at the rate of fifty percent (50%) of its portion of the tax increment revenue; and

WHEREAS, the City desires to separate tax increment revenue collected under the original approval period ("Phase I") and tax increment revenue collected solely from City ad valorem sources subsequently after November 15, 2020 ("Phase II") and shall accomplish this through the establishment of a separate Phase II Trust Fund; and

WHEREAS, the Parties now desire to execute this Agreement consistent with the foregoing recitals and subject to the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of one dollar and other good and valuable considerations, 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 shall work cooperatively to accomplish the funding of the projects set forth in Table 1, which is attached to this Agreement as Attachment A and made a part hereof and as identified in the Plan ("Projects"), which are funded with Phase I tax increment revenues.

3. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all Phase I funds have been expended on the Projects, or five years after the Effective Date, whichever is the earlier date ("Term").

4. **Total Contribution for the Phase I Trust Fund.** The total Phase I contributions made by the Parties for the Projects is the amount in the Phase I Trust Fund as of November 15, 2020, the prorated contributions to be made by the Parties as identified below in 5.B and 6.A, and interest that may accrue on the fund balance.

5. **City's Duties.** The City:

- A. May fund Projects on a pay-as-you go basis using tax increment revenues.
- B. Shall appropriate and pay the City's portion of the Phase I tax increment revenues for the Area to the Phase I Trust Fund. For the period between October 1, 2020 and November 15, 2020, the City shall appropriate and pay a pro-rated portion of its increment contributions for Fiscal Year 2021, based on the Final 2020 (Post Value Adjustment Board) Tax Roll as certified by the Pinellas County Property Appraiser.
- C. Shall only expend funds in the Phase I Trust Fund on Projects approved by the Pinellas County Board of the County Commissioners. Any remaining County contributions (to include proportional share of interest earned) in the Phase I Trust Fund at the end of the Term of this Agreement shall be returned to the County within 60 days of the end of the Term of this Agreement.
- D. Shall provide copies of annual reports required under Section 163.387(8), FS, to the Pinellas County Board of the County Commissioners each fiscal year, for all Phase I expenditures only, and only until all of the funds in the Phase I Trust Fund are exhausted, and comply with the County's Community Redevelopment Area Policy Program and Implementation Guidelines.
- E. Shall establish a separate Phase II Trust Fund that is comprised solely of 50% of the City ad valorem tax revenues collected in the CRA between November 15, 2020 and April 7, 2032.

6. **County's Duties.** The County:

- A. Shall appropriate and pay the County's portion of the Phase I tax increment revenues for the Area to the Phase I Trust Fund. The County's increment contributions are to be accounted for as a separate revenue within the Phase I Trust Fund but may be combined with other revenues for the purpose of paying for Projects with funds from the Phase I Trust Fund. For the period between October 1, 2020 and November 15, 2020, the County shall appropriate and pay, upon receipt of an invoice from the City, a pro-rated portion of its increment contributions for Fiscal Year 2021, based on the Final 2020 (Post Value

Adjustment Board) Tax Roll as certified by the Pinellas County Property Appraiser, which amount will not exceed \$142,315.05. Such payment will be the final contribution by the County to the Phase I Trust Fund.

- B. Shall grant by separate resolution all redevelopment authority as set forth in Section 163.410, FS to the City for its stewardship of the Phase II Trust Fund and any projects or tasks that will be accomplished by the City with these monies.

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

8. **Compliance with Federal, State, County, and Local Laws.** The Parties shall 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 remaining unexpended funds in the Phase I Trust Fund.

10. **Indemnification and Release.** The County and the City shall 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 shall 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 shall 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 shall 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 shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

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 shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by 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, shall be deemed to be a waiver, 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, shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in Pinellas County, in which case action shall be brought in that division.

18. **Due Authority.** Each party to this Agreement represents and warrants to the other party that (i) 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 St. Petersburg City Council and the Pinellas County Board of County Commissioners.

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.

PINELLAS COUNTY, FLORIDA,
by and through its Board of County
Commissioners

CITY OF ST. PETERSBURG

By: _____
Chairman

By: _____
Mayor

ATTEST:

KEN BURKE, Clerk

ATTEST:

CHANDRAHASA SRINIVASA, City Clerk

By: _____
Deputy Clerk

By: _____
Deputy City Clerk

APPROVED AS TO FORM

APPROVED AS TO CONTENT AND FORM

By: _____
Office of County Attorney

By: _____
Office of the City Attorney
00531389.docx

Attachment A

Revised Table 1

INTOWN WEST PUBLIC IMPROVEMENT PROJECTS Phase I

PROPOSED PROJECTS	Fund Sources (\$000s)	
	TIF	OTHER ¹
Block Consolidation/Land Acquisition	0	TBD ²
Stadium Parking Program	0	TBD
Infrastructure Support	770 ³	TBD
Corridor Block Parking Program	7,000 ⁴	TBD
Plaza Parkway/Transportation Infrastructure Improvements	385 ³	TBD
Residential Program	385 ³	TBD
Booker Creek Park Improvements	770 ³	TBD
Total	\$9,320	TBD

¹ The "Other" category includes but is not limited to federal, state, revolving loan fund, city budget allocation, and private funding sources such as special assessments.

² TBD (To be Determined) based upon demonstrated need or special circumstances.

³ These Proposed Projects may only be funded with the City portion of Phase I TIF funds, and collectively shall not exceed 25% of the Total TIF in this Table 1. Any Phase I TIF funds not expended on these Proposed Projects shall be allocated to augment the Corridor Block Parking Program or rolled over into Phase II TIF funds (or combination thereof).

⁴ The Corridor Block Parking Program may be funded with both the City and County portions of Phase I TIF funds and shall be funded with at least 75% of the Total TIF in this Table 1.

Note: TIF expenditures may only be utilized for those Proposed Projects in Table 1 where Phase I TIF funds are required as noted herein; provided, however, that no Phase I TIF expenditures may occur for Projects other than Proposed Projects with TIF funds required as noted herein, without prior approval of the St. Petersburg City Council and the Pinellas County Board of County Commissioners.