

RESOLUTION NO. 2023-06

A RESOLUTION OF THE CITY OF NEW PORT RICHEY, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE CITY OF NEW PORT RICHEY, FLORIDA; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Port Richey Community Redevelopment Agency (the "CRA") desires to enter into that certain Amended and Restated Debt Service Reimbursement Interlocal Agreement with the City of New Port Richey, Florida (the "City") ("Amended and Restated Interlocal Agreement"), the substantially final form of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the Amended and Restated Interlocal Agreement, the CRA will agree to repay the City for certain payments made or to be made by the City on the CRA's behalf.

Now, therefore, **BE IT RESOLVED** by the City of New Port Richey, Florida Community Redevelopment Agency:

SECTION 1. The form of the Amended and Restated Interlocal Agreement, attached hereto as Exhibit A, is hereby approved. The Amended and Restated Interlocal Agreement with such non-material omissions, insertions and variations as may be necessary and/or desirable and approved by the Chairman or Vice-Chairman prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the CRA's execution of the Amended and Restated Interlocal Agreement, shall be executed in the name of the CRA by the Chairman or Vice-Chairman and attested by the City Clerk - Secretary or an authorized assistant or deputy and a seal of the CRA shall be affixed thereto or reproduced thereon.

SECTION 2. All resolutions or parts thereof in conflict herewith are hereby repealed.

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SECTION 3. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 20th day of December, 2022.

CITY OF NEW PORT RICHEY, FLORIDA
COMMUNITY REDEVELOPMENT
AGENCY

Name: Rob Marlowe
Title: Chairman

ATTEST:

APPROVED AS TO FORM AND
SUFFICIENCY:

Name: Judy Meyers, CMC
Title: City Clerk – Secretary

Name: Timothy P. Driscoll
Title: Counsel to the City

EXHIBIT A

FORM OF AMENDED AND RESTATED INTERLOCAL AGREEMENT

**AMENDED AND RESTATED
DEBT SERVICE REIMBURSEMENT INTERLOCAL AGREEMENT
BETWEEN
CITY OF NEW PORT RICHEY, FLORIDA
AND
THE CITY OF NEW PORT RICHEY, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY**

This Amended and Restated Debt Service Reimbursement Interlocal Agreement (the "Agreement") is entered into as of the 22nd day of December, 2022, by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Florida municipal corporation (the "City"), and THE CITY OF NEW PORT RICHEY, FLORIDA COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic (the "Community Redevelopment Agency").

WITNESSETH:

WHEREAS, the City Council of the City created the Community Redevelopment Agency on November 15, 1988, by adopting Resolution No. 88-26 and established the funding of a Redevelopment Trust Fund through the enactment of Ordinance No. 1202 on June 29, 1989, as amended and supplemented from time to time (collectively, the "Trust Fund Ordinance") for the purpose of carrying out redevelopment pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City has found areas within its boundaries to be blighted, and in need of redevelopment; and

WHEREAS, the relevant blighted areas for purposes of this Agreement is known as the "Community Redevelopment Area" as designated by Resolution No. 89-7 adopted by the City Council of the City on June 20, 1989; and

WHEREAS, the City has adopted a community redevelopment plan for redevelopment of the Community Redevelopment Area (as amended from time to time, the "Redevelopment Work Plan); and

WHEREAS, the City amended the "Community Redevelopment Area" by Resolution 01-05 adopted by the City Council of the City on June 5, 2001 and Resolution No. 2020-28 adopted by the City Council of the City on July 7, 2020; and

WHEREAS, such community redevelopment plan does not expire until September 30, 2049, which is after the final maturity of the City's Taxable Non-Ad Valorem Revenue Note, Series 2022 (the "2022 Note") being issued on the date hereof and the 2016 Note and the 2020 Notes hereinafter defined; and

WHEREAS, the City has expended resources from its General Fund in furtherance of community redevelopment, and to assist the Community Redevelopment Agency in carrying out its responsibilities; and

WHEREAS, the Community Redevelopment Agency previously issued its Redevelopment Refunding Revenue Note, Series 2005A and Redevelopment Revenue Note, Series 2005B (collectively, the "2005 Notes"); and

WHEREAS, the City previously issued its Non-Ad Valorem Refunding Revenue Note, Series 2016 (the "2016 Note") to refinance the 2005 Notes; and

WHEREAS, the City previously issued its Taxable Non-Ad Valorem Revenue Note, Series 2020A and its Tax-Exempt Non-Ad Valorem Revenue Note, Series 2020B (collectively, the "2020 Notes"); and

WHEREAS, a portion of the 2020 Notes was allocable to a City-owned parking garage (the "CRA Portion of the 2020 Notes"); and

WHEREAS, the City and the Community Redevelopment Agency entered into an Interlocal Agreement dated as of July 21, 2010 (the "2010 Interlocal Agreement"), and the City and the Community Redevelopment Agency entered into an Amended and Restated Interlocal Agreement dated as of July 18, 2012 (the "2012 Interlocal Agreement") which amended and restated the 2010 Interlocal Agreement in its entirety, and the City and the Community Redevelopment Agency entered into an Amended and Restated Interlocal Agreement dated as of January 25, 2016 (the "2016 Interlocal Agreement") which amended and restated the 2012 Interlocal Agreement in its entirety and in connection with the issuance of the 2020 Notes, and the City and the Community Redevelopment Agency entered into an Amended and Restated Interlocal Agreement dated as of November 10, 2020 (the "2020 Interlocal Agreement") which amended and restated the 2016 Interlocal Agreement in its entirety; and

WHEREAS, on the date hereof, pursuant to an ordinance enacted by the City Council of the City (the "City Council") on December 20, 2022, as supplemented by resolution (collectively, the "Ordinance"), the City is issuing the 2022 Note to finance, amongst other capital projects, the costs of the acquisition, construction and/or equipping of various capital improvements within

the Redevelopment Area of the City of New Port Richey, Florida Community Redevelopment Agency as described in the Redevelopment Work Plan, including without limitation the acquisition of an office building; and

WHEREAS, as a result of the issuance of the 2022 Note, the City hereby amends and restates the 2020 Interlocal Agreement in its entirety; and

WHEREAS, pursuant to the Ordinance, the 2022 Note is payable solely from Pledged Revenues (as such term is defined in the Ordinance); and

WHEREAS, the obligations of the Community Redevelopment Agency with respect to the 2022 Note will be on parity and equal status with the obligations of the Community Redevelopment Agency with respect to the 2016 Note and the CRA Portion of the 2020 Notes; and

WHEREAS, on November 10, 2020, the parties hereto entered into an Amended and Restated Advance Reimbursement Interlocal Agreement (the "Advance Reimbursement Interlocal Agreement") whereby the Community Redevelopment Agency agreed to reimburse the City for such costs incurred by the City on behalf of the Community Redevelopment Agency in furtherance of community redevelopment, which financial obligation is treated as indebtedness for purposes of applicable law; and

WHEREAS, this Agreement constitutes the "Original Interlocal Agreement" for all intents and purposes pursuant to the Advance Reimbursement Interlocal Agreement; and

WHEREAS, the provisions of this Agreement and the obligations of the Community Redevelopment Agency hereunder shall be senior and superior in all respects to the rights of the City to receive tax increment revenues pursuant to the Advance Reimbursement Interlocal Agreement; and

WHEREAS, except with regard to the Community Redevelopment Agency's obligations pursuant to the Advance Reimbursement Interlocal Agreement, tax increment revenues are not subject to any other pledge or lien, and are free from all encumbrances; and

WHEREAS, the parties hereto desire to memorialize the terms under which the Community Redevelopment Agency shall reimburse the City for costs incurred by the City in furtherance of community redevelopment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay City. To the extent permitted by the Redevelopment Act, the Community Redevelopment Agency shall reimburse the City for all costs incurred by the City on behalf of the Community Redevelopment Agency in connection with the issuance of the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note as described in Section 3.C. hereof. In the event tax increment revenues are not sufficient to immediately reimburse the City for these payments, then, in addition to the amounts due the City as described in the immediately preceding sentence, the Community Redevelopment Agency shall pay the same interest rates due on the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note on amounts paid by the City from the date paid by the City until and including the date reimbursed by the Community Redevelopment Agency.

The Community Redevelopment Agency shall have no repayment obligations hereunder with respect to the portion of the 2020 Notes which are allocable to the fire station capital project or the library renovation capital project, which capital projects are also financed with a portion of the proceeds of the 2020 Notes.

3. Financing.

A. The City issued the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note, and financing, amongst other capital projects, the costs of the acquisition, construction, and/or equipping of various capital improvements within the Redevelopment Area of the City of New Port Richey, Florida Community Redevelopment Agency as described in the Redevelopment Work Plan, as amended from time to time, including without limitation the acquisition of an office building. The debt service on the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note, is not secured by any amounts pledged to the City hereunder.

B. In consideration of the payment of the tax increment revenues by the Community Redevelopment Agency to the City to pay the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note, the City has authorized the issuance of the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note.

C. Upon execution of this Agreement the Community Redevelopment Agency shall immediately deposit or cause to be deposited tax increment revenues received by the Community Redevelopment Agency with the City in amounts sufficient to pay the following (the "CRA Obligations"):

- (i) all amounts paid or payable pursuant to the Ordinance, by reason of the issuance of the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note, including without limitation the costs of issuing the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note; and

(ii) all amounts necessary to reimburse the City for amounts expended by it to pay any of the items mentioned in clause (i) above and any interest thereon as prescribed in Section 2 hereof.

The obligation to transfer the tax increment revenues to the City to pay the CRA Obligations specified in clauses (i) and (ii) above shall survive the date on which the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note is no longer due and owing.

Any amounts received by the Community Redevelopment Agency in excess of the amount necessary to pay the CRA Obligations set forth above may be retained by the Community Redevelopment Agency and used for any lawful purpose of the Community Redevelopment Agency.

D. In order to secure its indebtedness to the City for the CRA Obligations, the Community Redevelopment Agency hereby pledges to the City the tax increment revenues which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas subsequently established by the Community Redevelopment Agency are not pledged in any manner to secure the CRA Obligations.

E. The Community Redevelopment Agency shall not pledge tax increment revenues to any entity other than the City, without the prior written consent of the owner or owners of the 2016 Note. The City shall not pledge amounts received pursuant to this Agreement to any entity, without the prior written consent of the owner or owners of the 2016 Note. The City and the Community Redevelopment Agency shall not amend (i) this Section 3.E. in any manner, or (ii) any other provision of this Agreement in a manner that would reduce transfers from the Community Redevelopment Agency to the City, if such reduction would cause the City to drop below the 1.50 times coverage requirement described in Section 17.B. of Resolution 2016-06 adopted by the City Council of the City on January 19, 2016, in either case, without the prior written consent of the owner or owners of the 2016 Note. Notwithstanding anything herein to the contrary, tax increment revenues and/or amounts payable hereunder to the City are not pledged in favor of the owner or owners of the 2016 Note, the CRA Portion of the 2020 Notes or the 2022 Note. The owner or owners of the 2016 Note are third party beneficiaries of this Agreement.

F. The Community Redevelopment Agency is presently entitled to receive the tax increment revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment revenues, and the Community Redevelopment Agency will diligently enforce the obligation of any "Taxing Authority" (as defined in Section 163.340(2), Florida Statutes) to appropriate its proportionate share of the tax increment revenues and will not take, or consent to or

adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby to the extent as described herein. The Community Redevelopment Agency and the City shall be unconditionally and irrevocably obligated so long as the 2016 Note, the CRA Portion of the 2020 Notes and/or the 2022 Note are outstanding, and until the payment in full by the Community Redevelopment Agency of its indebtedness to the City for the CRA Obligations, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the tax increment revenues as now or later required by law, and to make or cause to be made any deposits of tax increment revenues or other funds required by this Agreement.

G. The Community Redevelopment Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund, and any and all moneys therein, by the City for the purpose provided in the Ordinance and this Agreement, including payment of the CRA Obligations.

4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

5. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

7. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, the 2016 Note, the CRA Portion of the 2020 Notes or the 2022 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council

members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2022 Note, on the part of the City.

9. Board Members of the Community Redevelopment Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement, the 2016 Note, the CRA Portion of the 2020 Notes or the 2022 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Community Redevelopment Agency, as such, of the Community Redevelopment Agency, past, present or future, either directly or through the Community Redevelopment Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Community Redevelopment Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Community Redevelopment Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

10. Obligations Limited. By execution of this Agreement, the Community Redevelopment Agency hereby consents to all the provisions hereof. The obligation to pay to the City the CRA Obligations shall not be deemed to constitute a debt of the Community Redevelopment Agency or a pledge of the faith and credit of the Community Redevelopment Agency, but subject to Section 3.F. hereof, such CRA Obligations shall be payable from and secured solely by the tax increment revenues to be received by the Community Redevelopment Agency pursuant to the Redevelopment Act. The Community Redevelopment Agency has no taxing power.

11. Eligibility to Receive Tax Increment Revenues. The Community Redevelopment Agency shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order for it to receive tax increment revenues and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note are outstanding and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City or the owner or owners of the 2016 Note, the CRA Portion of the 2020 Notes and the 2022 Note.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

Date: December 22, 2022

CITY OF NEW PORT RICHEY, FLORIDA

[Seal]

Mayor

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

City Clerk

City Attorney

[Seal]

THE CITY OF NEW PORT RICHEY,
FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

Chairman

ATTEST:

City Clerk - Secretary

APPROVED AS TO FORM AND
CORRECTNESS:

General Counsel