

**RESOLUTION NO. 2018-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE CITY OF NEW PORT RICHEY, FLORIDA COMMUNITY REDEVELOPMENT AGENCY; 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 Interlocal Agreement with the City of New Port Richey, Florida (the "City") (the "Amended and Restated Interlocal Agreement"), which is attached hereto as Exhibit "A": and

WHEREAS, pursuant to the Amended and Restated Interlocal Agreement, subject to certain prior obligations of the CRA as described in the Amended and Restated Interlocal Agreement, the CRA will agree to make payments to the City in return for Funds Transferred to The CRA in a manner that will allow the CRA to implement the CRA Plan during a period of recovery from reduced Tax Increment and Service existing CRA indebtedness.

**Now, therefore, BE IT RESOLVED by the City Council of the City of New Port Richey, Florida**

SECTION 1. 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 Mayor or Deputy Mayor prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the execution of the Amended and Restated Interlocal Agreement, shall be executed in the name of the City by the Mayor or Deputy and attested by the City Clerk or an authorized assistant or deputy and a seal of the City shall be affixed thereto or reproduced thereon..

SECTION 2. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 31<sup>st</sup> day of July, 2018.

ATTEST:

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Judy Meyers, City Clerk

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Rob Marlowe, Mayor/Councilmember

(SEAL)

Approved as to form:

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Timothy P. Driscoll, City Attorney

EXHIBIT "A"

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

This Amended and Restated Interlocal Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, 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").

W I T N E S S E T H:

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 area for purposes of this Agreement is known as the "Community Redevelopment Area" as designated by Resolution Nos. 88-25 and 88-26, each adopted by the City Council of the City on November 15, 1988; and

WHEREAS, the City has adopted a community redevelopment plan to receive and manage tax increment revenues; and

WHEREAS, such community redevelopment plan will expire in 2031 under its current term unless further amended; and

WHEREAS. The City has forwarded funds to the CRA as provided for in earlier versions of this Interlocal Agreement which have been used by the CRA for redevelopment purposes. A portion of those funds were used during the fiscal year ended September 30, 2014 to extinguish the CRA indebtedness to SunTrust Bank as referenced in the July 18, 2012 Amended and Restated Interlocal Agreement as City of New Port Richey Taxable Redevelopment Refunding & Bond Series 2012 (the 2012 Bond). As a consequence of that payment. The obligation to the General Fund has increased significantly; and

WHEREAS, the City has, and intends to continue to expend additional resources in furtherance of community redevelopment, and to assist the Community Redevelopment Agency in carrying out its responsibilities; and

WHEREAS, as a result of the defeasance of the 2012 Bond by the CRA as a result of transfers to the CRA by the City, the City hereby amends and restates the Interlocal Agreement in its entirety; and

WHEREAS, on December 15, 2005, the Community Redevelopment Agency issued its \$9,057,000 Taxable Redevelopment Revenue Note, Series 2005A (the "Series 2005A Note"), and on December 30, 2005, the Community Redevelopment Agency issued its

\$9,028,000 Taxable Community Redevelopment Revenue Note, Series 2005B (the "Series 2005B Note," and together with the Series 2005A Note, the "Series 2005 Notes"); and

WHEREAS, the Series 2005 Notes are secured by a pledge of the revenues received by the Community Redevelopment Agency which derive from the Community Redevelopment Area and which represent the tax increment paid into the Redevelopment Trust Fund established under Ordinance No. 1202 enacted by the City on June 29, 1989, as amended and supplemented from time to time (the "Tax Increment Revenues"); and

WHEREAS, the provisions of this Agreement and the obligations of the Community Redevelopment Agency hereunder shall be junior and subordinate in all respects to the rights of the holders of the Series 2005 Notes; and

WHEREAS, Tax Increment Revenues collections have not yet reached a level sufficient to service the CRA indebtedness without impairing its ability to carry out the critical efforts required to continue the City's recovery from the recent economic recession and the City has expended, and continues to expend, monies from its General Fund to assist the Community Redevelopment Agency in managing its budget restraints in a manner that will allow it to become fully engaged in deploying the Redevelopment Plan as well as fulfill its financial obligations; and

WHEREAS, on May 15, 2012, the parties hereto entered into an Interlocal Agreement (the "General Fund 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 "2010 Interlocal Agreement" for all intents and purposes pursuant to the General Fund 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 General Fund Reimbursement Interlocal Agreement; and

WHEREAS, except with regard to the Series 2005 Notes and the Community Redevelopment Agency's obligations pursuant to the General Fund Reimbursement Interlocal Agreement, Tax Increment Revenues are not subject to any other pledge or lien, and are free from all encumbrances; and

WHEREAS, nothing in this agreement will prevent the City from relieving the CRA from any portion of the calculated balance of cash advanced or modifying the interest rate if the City determines that an adjustment is appropriate for any reason; and

WHEREAS, repayments (including accrued interest) from the CRA to the General Fund can be deferred until fiscal year 9/30/2020 to provide the CRA with the opportunity to continue to operate in a manner that will stimulate economic growth. In fiscal year 2020, a repayment plan will begin which will calculate and amortize the balance of the indebtedness in a manner that will provide for full repayment over the remaining life of the CRA; 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. Subject to Section 3.F., 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. The total amount outstanding from the CRA to the City, as a result of transfers made through September 30, 2014 is \$7,619,352 which includes interest on the balance of cash advanced to the CRA in the amount of \$552,734 in the previous fiscal year. In addition to the amounts due the City as described in the immediately preceding sentence, the Community Redevelopment Agency shall calculate interest at a rate of 2.25 ~~4.5~~% annually on the outstanding balance of General Fund Advances as of the first day of each fiscal until and including the date reimbursed by the Community Redevelopment Agency; and

3. Financing

A. 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.

B. The provisions of this Agreement and the obligations of the CRA hereunder shall be junior and subordinate in all respects to the rights of the holders of the Series 2005 Notes and any obligations issued in the future on parity therewith.

C. Subject to Section 3.B. hereof, 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," "hereinafter," "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 or the 2012 Bond 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 there from, 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 2012 Bond, 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 or the 2012 Bond 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 there from, 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 of the Resolution. 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.ereof, such CRA Obligations shall be payable solely from 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 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 Transfers from the City remain outstanding and shall not allow an impairment of its receipt of the Tax Increment Revenues to the detriment of the City.

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

Date: July 31, 2018.

CITY OF NEW PORT RICHEY, FLORIDA

[Seal]

\_\_\_\_\_  
Rob Marlowe, Mayor

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Judy Meyers, City Clerk

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney

[Seal]

THE CITY OF NEW PORT RICHEY, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
Rob Marlowe, Chairman

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Judy Meyers, City Clerk

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney