

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF SATELLITE BEACH AND  
SATELLITE BEACH COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL AGREEMENT is made the 15<sup>th</sup> day of May, 2013, by and between the City of Satellite Beach, Florida, a Florida municipal corporation (the "CITY"), and the Satellite Beach Community Redevelopment Agency, a Florida special district (the "CRA"), pursuant to §163.01 and Part III, Chapter 163, Florida Statutes (the "Florida Interlocal Cooperation Act of 1969" and the "Community Redevelopment Act of 1969", respectively).

**WITNESSETH:**

WHEREAS, the CITY created the CRA in 2002 to revitalize, prevent deterioration, and correct blight in the area known as the Satellite Beach Community Redevelopment Area; and

WHEREAS, the CITY has incurred, and will continue to incur, costs and expenditures associated with CITY staff time related to planning and carrying out the approved community redevelopment plan of the CRA, which costs and expenditures include, but are not limited to, management of the board and advisory committee, management of capital projects, and maintenance of CRA-funded projects; and

WHEREAS, the CITY desires to have these General Fund expenses associated with planning and carrying out the approved community redevelopment plan reimbursed by the CRA; and

WHEREAS, the CRA agrees the CITY should be reimbursed for such costs and expenditures, subject to establishing the methodology for same, as well as establishing the procedure for such reimbursement, and acknowledges a continuing benefit to the CRA from the CITY in performing such staff functions; and

WHEREAS, the CRA Trust Fund, authorized with the creation of the CRA, accrues annual tax increment revenues, which are budgeted as a separate fund in the annual CITY budget, together with associated operating and capital expenses; and

WHEREAS, the CITY and the CRA agree the terms of this Agreement establish an acceptable methodology and procedure for reimbursement from the CRA Trust Fund to the CITY's General Fund consistent with Part III, Chapter 163, Florida Statutes.

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

1. RECITALS. The foregoing recitations are true and correct, and by this reference are incorporated herein.

2. BUDGET. By June 1 of each fiscal year, the City Manager shall provide a memorandum to the CRA Advisory Committee, the CRA Board, and the City Council reflecting the amount proposed to be transferred from the CRA Trust Fund to the CITY's General Fund for the total CITY personnel costs associated with planning and carrying out of approved community redevelopment plan of the CRA for the next fiscal year. The total personnel costs shall be determined in the following manner:

(a) For CITY staff managing current or upcoming CRA projects and the administrative tasks of the CRA Board and the CRA Advisory Committee, the CITY shall provide an estimate of the hours worked on such CRA matters for a one-month period and then extrapolate this estimate to provide a percentage of each staff person's time to be spent on such CRA matters for the next fiscal year.

(b) For CITY staff working to maintain completed CRA-funded projects, the CITY shall provide an estimate of the difference in personnel costs before and after the projects were completed. For any new project, the CITY shall estimate the annual maintenance costs for each project. This estimate shall be based on hours worked per week/month or based on the cost of a total staff person, whichever is more applicable. The CITY shall provide this estimate for each CRA project.

(c) Any costs incurred by the CITY on behalf of the CRA shall be paid on a dollar-for-dollar basis, and personnel costs shall include both salary and benefits.

The CITY personnel costs allocated to the noted CRA activities as determined by this paragraph shall be described as a CRA Trust Fund transfer to the CITY's General Fund.

3. EFFECT OF APPROVED BUDGETS. Approval of the CRA budget by the CRA Board and approval by the City Council of the annual CITY budget containing this transfer shall serve as approval of the cost allocation and transfer for the personnel costs contained in the respective budgets. No further action by the CRA Board or City Council shall be required to effect such transfers.

4. TERM. The term of this agreement shall coincide with the term of the CRA, unless earlier terminated by the parties.

IN WITNESS WHEREOF, the parties have hereunto entered into this Agreement on the day and year first above written.

CITY OF SATELLITE BEACH



Mayor

ATTEST:



City Clerk

SATELLITE BEACH COMMUNITY REDEVELOPMENT AGENCY



Chairman

ATTEST:



City Clerk