

INTERLOCAL AGREEMENT

For Annexation of Ruffina Parcel

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 2004, by and between Collier County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the “**County**”), the Collier County Community Redevelopment Agency, acting by and through its Community Redevelopment Board of Commissioners (the “**County CRA**”) and the City of Naples, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council (“**City**”), collectively referred to as the Parties:

WITNESSETH:

WHEREAS, Section 163.370, *Powers; counties and municipalities; community redevelopment agencies*, in Sub-section (1)(a) Fla. Stat. (2004), provides that: “[e]very county and municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted” to “make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part,” which includes an interlocal agreement; and

WHEREAS, Section 163.01, Fla. Stat. (2004), created the Florida Interlocal Cooperation Act of 1969, which the stated purpose being “ . . . to

permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;” and

WHEREAS, the County, County CRA, and City desire to resolve matters pertaining to the City’s voluntary annexation of those lands known as the “Ruffina parcel” with respect to Tax Increment Financing (TIF) and other issue related thereto which are not expressly controlled by general law so as to clearly identify the respective rights and responsibilities of the Parties by mutual agreement pursuant to Section 163.01(1) Fla. Stat. (2004); and

WHEREAS, the County, County CRA, and the City have determined the TIF funds can be more effectively and efficiently utilized and managed when the Parties work cooperatively to address the community’s redevelopment needs.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1. The City does hereby agree that it will expressly recognize the continuing existence of the Ruffina parcel, as more particularly described in Exhibit “A,” attached and incorporated by reference as if fully stated herein, as part of the Bayshore/Gateway CRA area,

notwithstanding the City's annexation thereof, by adoption of a Resolution authorized by Section 163.356 (1), Fla. Stat. (2004), prior to or immediately upon such annexation.

2. The County agrees to continue to make its contribution of ad valorem taxes from the County's General Fund to the Bayshore/Gateway CRA area TIF fund trust account (Fund 187), based on the assessed valuations of the Ruffina lands and pursuant to the terms of Ordinance 2000-42.
3. The County, County CRA, and City expressly agree to maintain the integrity of the Bayshore/Gateway CRA area and its associated TIF funding after the City's voluntary annexation, **such that County and County CRA agree to act in a manner not inconsistent with Section 163.387 (2)(d) Fla. Stat. (2004), to exempt the City of Naples from any TIF contribution for the life of the CRA for the Ruffina parcel.** The City will commit to ensuring that municipal services are provided to this parcel at the same level as other properties within the City.
4. For all purposes of this Interlocal Agreement, the term "Interlocal Agreement" means Interlocal Agreement as defined in Section 163.01 (1), Fla. Stat. (2004).
5. This Agreement will be presented for opinion to bond counsel prior to any borrowing by the CRA District.

6. The parties to this Agreement will seek an Attorney General's Opinion regarding the provisions of this Agreement within 10 days of entering into the Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by their duly authorized officials.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY FLORIDA

ATTEST: DWIGHT E. BROCK, CLERK

Deputy Clerk

By: _____
DONNA FIALA, CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

PATRICK G. WHITE
ASSISTANT COUNTY ATTORNEY

DATED: _____

CITY OF NAPLES, a municipal corporation

ATTEST:

TARA A. NORMAN, CITY CLERK

By: _____
BILL BARNETT , MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ROBERT D. PRITT, CITY ATTORNEY

ATTEST: Dwight E. Brock

COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY

By: _____
DONNA FIALA, Chairman

Approved as to form and legal sufficiency:

Patrick G. White
Assistant County Attorney