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 MALCOM THOMPSON, CLERK OF COURT  
 OSCEOLA COUNTY  
 RECORDING FEES \$0.00

**INTERLOCAL AGREEMENT  
 BETWEEN  
 OSCEOLA COUNTY  
 AND  
 THE CITY OF KISSIMMEE  
 RELATING TO THE DELEGATION  
 OF POWERS FOR KISSIMMEE VINE STREET  
 CRA TIF FUNDING**

**THIS INTERLOCAL AGREEMENT** by and between Osceola County, Florida, a political subdivision of the State of Florida, its successors and assigns (hereafter referred to as County) through its Board of County Commissioners and the City of Kissimmee, Florida, a municipal corporation, its successors and assigns (hereafter referred to as City) and each represents as follows:

**WITNESSETH**

**WHEREAS**, on June 11, 2012, based on Section 163.410, Florida Statutes, the County adopted Resolution # 12-064R delegating all powers to the City except reserving unto itself those powers under Florida Statutes Sections 163.387 (6) (a) concerning the amount of TIF contribution to be funded by each taxing authority, specifically the County and the City and 163.410 which allows for the County to utilize an interlocal agreement as further agreement pursuant to granting the City's request to delegate all powers conferred upon the County under Part II, Chapter 163, Florida Statutes to the Kissimmee Vine Street CRA , and

**WHEREAS**, Resolution # 12-064R authorizes the negotiation of the terms under Section 163.387 and 163.410 to be memorialized by interlocal agreement, and

**WHEREAS**, the County and City have agreed on the terms concerning the TIF funding and sets forth the terms below,

**NOW THEREFORE**, in consideration of the mutual understanding and delegation of powers, the Parties agree as follows:

**Section 1.** The County hereby delegates to the City all powers authorized under Florida Statute Chapter 163, Part III, Sections 163.387 and 163.410 for use in the Vine Street Community Redevelopment Area as specified and conditioned in Section 2 and Section 3.

**Section 2.** The County agrees to reserve and retain yearly up to thirty percent (30%) of the increment revenue (TIF) calculation as defined in Section 163.387 (1)(a) 1. and 2., Florida Statutes, collected within the legal boundaries of the Kissimmee Vine Street CRA.

**Section 3.** The City agrees to pledge yearly at least or no less than seventy percent (70%) of the increment revenue (TIF) calculation as defined in Section 163.387 (1)(a) 1. and 2., Florida Statutes, collected within the legal boundaries of the Kissimmee Vine Street CRA to the Kissimmee Vine Street CRA Redevelopment Trust Fund.

Done this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**OSCEOLA COUNTY**

By: Frank Attkisson  
Frank Attkisson  
County Chairman

Date: \_\_\_\_\_



ATTEST:

By: Paula J. Carpenter  
Clerk of the Board

Date: BCC approved 12/17/12

Approved as to form and legality

By: Andrew Mai  
Andrew Mai  
County Attorney

Date: 12-21-12

**CITY OF KISSIMMEE**

By: Jim Swan  
Jim Swan  
City Mayor

Date: 12/4/2012

SEAL



ATTEST:

By: Mike Steigerwald  
Mike Steigerwald  
City Manager

Date: 12/5/12

Approved as to form and legality

By: Don Smallwood  
Don Smallwood  
City Attorney

Date: 12/5/12

