SECOND AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE CREATION AND OPERATIONS OF THE DOWNTOWN DISTRICT COMMUNITY REDEVELOPMENT AREA AND THE EXPANSION OF ANY COMMUNITY REDEVELOPMENT AREA

This Second Amendment to the Interlocal Agreement is made and entered into as of this _____ day of _____, 200__, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the "County"), the City of Tallahassee, a municipal corporation created and existing under the laws of the state of Florida (the "City"), and the Community Redevelopment Agency of the City of Tallahassee, a body politic and entity created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

RECITALS

WHEREAS, the County, City, and Agency entered into the Interlocal Agreement as of the 23rd day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, (collectively the "Agreement") regarding the Downtown District Community Redevelopment Area (the "District"); and

WHEREAS, the Agreement includes provisions for the joint funding of the Downtown District Community Redevelopment Area Trust Fund (the "Trust Fund") by the County and the City; and

WHEREAS, the parties to the Agreement agree that it is in the best interest of the Agency, the City, and the County (hereinafter collectively referred to as the "Parties") to modify the calculation method for the Parties' funding obligations; and

WHEREAS, the Agreement provides that any provisions of the Agreement may be amended or waived only pursuant to an instrument in writing, approved by the City Commission, the Governing Board of the Agency, and the County's Board of County Commissioners, and jointly executed by the Parties; and

WHEREAS, the Parties desire to enter into a second amendment to the Agreement to provide a revised method for the calculation of City and County annual contributions of Increment Revenue and to eliminate the requirement for supplementary payments.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

1.. Section 6.c. is hereby deleted, replaced, and superceded by the following:

c. Joint Funding of Downtown District Community Redevelopment Area Trust Fund.

The City's annual contribution of Increment Revenue to the Trust Fund shall be equal to the ad valorem tax rate adopted by the City Commission as part of the annual budget adoption process, and applied to the incremental increase in ad valorem taxes. The County's annual contribution of Increment Revenue to the Trust Fund shall be equal to an ad valorem rate that is 1.154 times the City ad valorem rate, but not to exceed a maximum rate of 4.2698, and applied to the incremental increase in ad valorem taxes. The incremental increase in ad valorem taxes shall be determined as provided in Section 163.387 (1), Florida Statutes.

All other terms and conditions of the Agreement remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this ____ day of _____, 200__.

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LEON COUNTY, FLORIDA
By: _____
Bryan Desloge, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida
BY:_____

Approved as to form:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA
BY:_____
Herbert W.A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE

By: _____
John R. Marks, III
Mayor, City of Tallahassee

Date: _____

ATTEST:

By:_____
Gary Herndon
City Treasurer-Clerk

Approved as to Form:

By:_____
James R. English
City Attorney

COMMUNITY REDEVELOPMENT AGENCY

By: _____

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