INTERLOCAL AGREEMENT AMONG THE CITY OF TALLAHASSEE, LEON COUNTY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TALLAHASSEE REGARDING THE USE OF DESIGNATED TOURIST DEVELOPMENT TAX FUNDS FOR DEMOLITION AND SITE PREPARATION TO SUPPORT THE PROPOSED DOWNTOWN PERFORMING ARTS CENTER IN THE DOWNTOWN DISTRICT COMMUNITY DEVELOPMENT AREA

WHEREAS, the City of Tallahassee ("City"), Leon County, Florida ("County"), and the Tallahassee Community Redevelopment Agency ("CRA") entered into an interlocal agreement ("Interlocal Agreement) dated June 23, 2004 concerning the Downtown Community Redevelopment District ("District"); and

WHEREAS, Section 6.a. of the Interlocal Agreement provided that the County would levy an additional one-cent of Tourist Development Tax to support the development of a Performing Arts Center, which the County has adopted by ordinance; and

WHEREAS, in 2006 the City, County and CRA approved the First Amendment to the Interlocal Agreement which provided that the CRA would be responsible for the allocation of the designated Tourist Development Tax revenue to support the development of the Performing Arts Center; and

WHEREAS, in 2005 the City acquired the property bounded by Bronough Street, Gaines Street, Madison Street and Duval Street ("Johns Building Block") from the State of Florida; and

WHEREAS, in 2007 the City entered into an Option Agreement for Sale and Purchase with the Florida Center for Performing Arts and Education Inc. ("Florida Center") for the Johns Building Block for the purposes of constructing a Performing Arts Center subject to the Florida Center meeting certain milestones to demonstrate the capacity to fund the construction of proposed Performing Arts Center; and

WHEREAS, in 2008, the CRA and the Florida Center entered into an agreement for funding in the amount of $562,500.00 for a public awareness program and a private fundraising campaign for the proposed Performing Arts Center; and

WHEREAS, the Florida Center has requested that the existing Johns and Clemons buildings on the Johns Building Block, (the "Johns and Clemons Buildings") be demolished and the site restored to support the development of the proposed Performing Arts Center; and

WHEREAS, on June 17, 2008 the CRA Board of Directors approved an action to enter into an agreement with the City to provide funding up to $796,000.00 from the

designated Tourist Development Tax to fund the costs associated with the demolition of the Johns and Clemons Buildings; and

WHEREAS, on July 9, 2008 the Tallahassee City Commission approved an agreement with the CRA to administer and oversee the demolition and site preparation work associated with the demolition of the Johns and Clemons Buildings, with the CRA providing the funding for the demolition and associated site work in an amount not to exceed $796,000.00; and

WHEREAS, on July 22, 2008 the Leon County Board of County Commissioners approved an agreement with the City and CRA to release the designated Tourist Development Tax funds in an amount not to exceed $796,000.00 to the CRA for the costs associated with the demolition and site preparation work on the Johns Building Block to support the proposed Performing Arts Center.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties do enter into this Agreement and do hereby agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida, including expressly but not limited to the authority of Section 163.01, Florida Statutes, and the Act.

Section 2. Definitions

Unless otherwise defined herein, the words and phrases used herein shall have the same meanings as defined in Section 2 of the Interlocal Agreement, as amended, and are incorporated and made a part hereof by reference.

Section 3. Incorporation of Sections of the Interlocal Agreement

Sections 7, 8, 9, 10 and 13 (a)-(k) of the Interlocal Agreement, as amended, are incorporated and made a part hereof by reference.

Section 4. Provision of Funds

The County will provide the CRA with $508,425.00 from the designated Tourist Development Tax revenue upon full execution of this Agreement. The CRA will provide funding to the City for the expenses associated with the demolition of the Johns and Clemons Buildings and associated site preparation (collectively the "Scope of Work") as provided in the Proposed Demolition Costs (Attachment 1). The City will execute and administer all contracts for the work identified in Attachment 1 and provide direct project oversight.

If during the course of the Scope of Work, additional costs are encountered, above those identified in Attachment 1, the City shall provide the CRA with a written justification for the additional expenses and a revised Demolition Cost estimate. CRA

staff shall review the revised Demolition Cost estimate and determine whether the additional costs are consistent with the approved Scope of Work and costs to support the proposed Performing Arts Center. If the CRA staff determines that the revised Demolition Cost estimate is consistent with the approved Scope of Work, then the CRA will submit a request to the County for the additional funds identified in the revised Demolition Cost estimate. The County shall provide the CRA with the requested additional funds from the designated Tourist Development Tax revenue. In no event shall the total amount of funding provided under this agreement exceed $796,000.00.

Upon the completion of the Scope of Work, the City shall provide to the CRA and the County a final report identifying all expenses incurred. The CRA shall verify that the City has been properly reimbursed for all approved expenses as provided for in the Demolition Cost estimate. Upon the completion of the Scope of Work, the CRA shall remit to the County any unexpended Tourist Development Tax funds that were provided through this Agreement. These remitted funds shall be returned to the appropriate funds available for the Performing Arts Center from the Tourist Development Tax.

Section 5. Reimbursement of Tourist Development Tax Funds

The reimbursement of the Tourist Development Tax funds by the City to the CRA, and by the CRA to the County, will be required if or (a) the City terminates its Option Agreement for Sale and Purchase of the Johns Building Block with the Florida Center; or (b) the City enters into another Option Agreement for Sale and Purchase of the Johns Building Block and the terms of that agreement do not require the construction of a Performing Arts Center, the City must provide the reimbursement to the County within twelve months of the date of either action described in (a) or (b) However, if the City terminates the Option Agreement for Sale and Purchase with the Florida Center, and within a twelve month period of the termination, enters into a new Option Agreement for Sale and Purchase for the Johns Building Block that provides for the construction of a Performing Arts Center by another party, the reimbursement will not be required..

If the proposed Performing Arts Center is not constructed on the Johns Building Block then the City agrees to reimburse the CRA, which agrees to reimburse the County, for the Tourist Development Tax funds that were expended for the demolition and associated site improvements described in the Scope of Work. The County shall return the funds reimbursed by the City to the funds available for the Performing Arts Center from the Tourist Development Tax.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives this 22nd day of July, 2008.

LEON COUNTY, FLORIDA

By: _____
Jane G. Sauls, Chair
Board of County Commissioners

Date: 8-26-08

Approved as to form:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

_____
Herbert W.A. Thiele, Esq.
County Attorney

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

CITY OF TALLAHASSEE

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

Date: 9-11-08

ATTEST:

By: _____
Gary Herndon
City Treasurer-Clerk

Approved as to Form:

By _____
Ann Wild
Assistant City Attorney

COMMUNITY REDEVELOPMENT AGENCY

By: _____
John R. Marks, III
Chair

Date: 9-11-08

ATTEST:

By: _____
Gary Herndon
City Treasurer-Clerk

Approved as to Form:

By: _____
Ann Wild
Assistant City Attorney

Attachment 1

GAINES STREET DEMOLITIONS - PROPOSED COSTS

ITEM	JOHNS BLD	CLEMONS BLD	319 WEST MADISON	TOTAL
Environmental Assessment (provided by State)				
Permit Application	$ 800.00	$ 325.00	$ 1,000.00	$ 2,125.00
Abatement	98,125.00	44,187.50	31,780.00	174,092.50
Deconstruction	5,800.00	1,000.00	7,750.00	14,550.00
Mechanical	2,900.00			2,900.00
Demolition	119,564.00	15,035.00	19,755.00	154,354.00
* Below Grade Abatement (1 ton)		272.57		272.57
Site Cleanup	15,370.00	1,500.00	5,650.00	22,520.00
TOTAL LOW BIDS:	$ 242,559.00	$ 62,320.07	$ 65,935.00	$ 370,814.07
Permitting (estimated)	3,000.00	1,500.00	1,500.00	6,000.00
Abatement Monitoring	25,500.00	15,500.00	12,500.00	53,500.00
Estimated 108 tons of concrete @ $272.57		29,437.56		29,437.56
Oil Tank	16,608.00			16,608.00
Well	7,342.00			7,342.00
Contaminated Soil	16,643.00			16,643.00
HVAC Removal	13,256.00			13,256.00
Fencing (Johns and Clemons in one block)	7,630.00		1,680.00	9,310.00
Construction Management	20,000.00			20,000.00
TOTAL RELATED COSTS:	$ 109,979.00	$ 46,437.56	$ 15,680.00	$ 172,096.56
PLUS: TOTAL LOW BIDS (ABOVE):	$ 242,559.00	$ 62,320.07	$ 65,935.00	$ 370,814.07
	$ 352,538.00	$ 108,757.63	$ 81,615.00	$ 542,910.63
10% Contingency	35,253.80	10,875.76	8,161.50	54,291.06
GRAND TOTAL:	**$ 387,791.80**	**$ 119,633.39**	**$ 89,776.50**	**$ 597,201.69**
CRA / BED TAX FUNDING:	**$ 387,791.80**	**$ 119,633.39**		**$ 507,425.19**
COT FUNDING:			**$ 89,776.50**	**$ 89,776.50**

* Below Grade Abatement: The Clemons Building has asbestos insulated piping underneath the building that is encased in solid concrete. The pricing in the bids was on a per ton basis as there is no way to calculate the exact volume and weight of the concrete.