

**FIRST AMENDMENT TO 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 REDEVELOPMENT AREA**

This First Amendment to the Interlocal Agreement is made and entered into as of this \_\_\_\_ day of December, 2014, 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 (hereinafter collectively referred to as the “Parties”) entered into an Interlocal Agreement as of the 23<sup>rd</sup> day of June, 2004, as amended by that certain First Amendment dated October 4, 2007, and as further amended by that certain Second Amendment dated February 9, 2009, regarding the Downtown District Community Redevelopment Area (the “District”); 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**, the Parties entered into a subsequent Interlocal Agreement as of the 22<sup>nd</sup> day of July, 2008 (the “Agreement”), relating specifically to the use of Tourist Development Tax funds for costs associated with the demolition and site preparation work on City property located at the Johns Building Block to support the development of the proposed Performing Arts Center; and

**WHEREAS**, Tourist Development Tax funds in the amount of \$502,573.38 were utilized for the demolition and site preparation work on the Johns Building Block property; and

**WHEREAS**, the Parties recognize that the Florida Center has failed to meet certain required milestones necessary to demonstrate its capacity to construct the Performing Arts Center at the Johns Building Block site; and

**WHEREAS**, the Agreement requires that the \$502,573.38 expended for the demolition and site preparation work on the Johns Building Block site, be reimbursed to the County should certain conditions subsequent occur; and

**WHEREAS**, the Parties agree that it is in their best interests to allow the City to utilize all or part of the \$502,573.38 in Tourist Development Tax funds to make improvements for the benefit of the Capital City Amphitheater; and

**WHEREAS**, the Parties agree that at the conclusion of a five-year period of time, any portion of the \$502,573.38 in funds that have not been expended in accordance with this Agreement shall be returned to the County's Tourist Development Trust Fund; and

**WHEREAS**, the Agreement provides that any portion 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 first amendment to the Agreement to modify the provisions relating to the return or use of the \$502,573.38 in Tourist Development Tax funds.

**NOW, THEREFORE**, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree as follows:

1. The Recitals set forth above are incorporated herein as if fully set forth below.
2. Section 5 of the Agreement is hereby deleted, replaced, and superceded by the following:

Section 5. Reimbursement of Tourist Development Tax Funds.

The City shall make improvements for the benefit of the Capital City Amphitheater in the amount of \$502,573.38 by or before September 30, 2019. The improvements for the benefit of the Capital City Amphitheater may include, but are not limited to, dressing rooms, green rooms and storage space. Prior to commencement of the improvements, such improvements shall be approved by the City and the County. The expenditures for the improvements shall be limited to those authorized under section 125.0104 of the Florida Statutes.

In the event that the City fails to expend \$502,573.38 for improvements for the benefit of the Capital City Amphitheater by or before, September 30, 2019, the City shall refund to the County the difference between the amount expended and \$502,573.38. The Funds shall be held in an interest bearing account and the accrued interest shall accumulate to the Funds. The interest rate shall be the same as that accruing to accounts holding the monies which constitute the City's general fund.

On September 30, 2019, any portion of the \$502,573.38 in Tourist Development Tax funds, not encumbered or expended for the purposes set forth in this Section 5, shall be reimbursed and returned to the County and deposited in the County's Tourist Development Trust Fund, not later than thirty (30) days thereafter.

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

4. This First Amendment to the Agreement shall be effective upon full execution hereof.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

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

ATTEST:  
Bob Inzer, Clerk and Comptroller  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**CITY OF TALLAHASSEE**

BY: \_\_\_\_\_  
Andrew D. Gillum, Mayor

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

ATTEST:

BY: \_\_\_\_\_  
James O. Cooke, IV  
City Treasurer/Clerk

Approved as to Form:

BY: \_\_\_\_\_  
Lewis E. Shelley, Esq.  
City Attorney

**TALLAHASSEE COMMUNITY  
REDEVELOPMENT AGENCY**

BY: \_\_\_\_\_  
Andrew D. Gillum, Chair

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

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