

THIRD 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 Third Amendment to the Interlocal Agreement is made and entered into as of this 11 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 entered into the Interlocal Agreement as of the 23rd 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 (collectively the "Agreement"); and

WHEREAS, the Agreement includes provisions dedicating certain tourist development tax proceeds for the debt service, construction, and/or operational costs of a performing arts center(s); 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 discontinue dedicating tourist development tax proceeds for a performing arts center(s), and to reallocate the previously dedicated tourist development tax proceeds for other projects, programs and expenses consistent with the uses of such tax proceeds as set forth in section 125.0104, Florida Statutes; 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 third amendment to the Agreement to modify the provisions relating to the dedication, allocation, and use of tourist development tax proceeds.

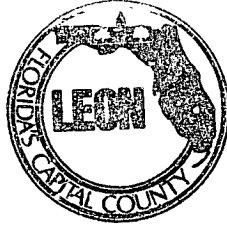
NOW, THEREFORE, for and in consideration of the forgoing recitals and the mutual covenants and promises contained herein, the Parties do hereby covenant and agree as follows:

1. Section 6.a. of the Agreement is hereby deleted, replaced, and superceded by the following:

a. Tourist Development Tax.

- (1) The tourist development tax funds (the "Funds") in the amount of \$5,042,522 previously collected through and including September 30, 2014, which had been dedicated exclusively for the debt service, construction and/or operational costs of a performing arts center(s) in the Downtown District Community Redevelopment Area, shall be set aside for use by the Agency consistent with this Section 6.a. of the Agreement. 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 County's general fund.
 - (2) The Funds shall be utilized for projects, programs and expenses recommended by the Agency, and subject to the approval of the County and City, related to culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects. The Funds may be utilized in the Downtown District Community Redevelopment Area or the Greater Frenchtown/Southside Community Redevelopment Area. The Funds shall be utilized for projects, programs and expenses authorized under section 125.0104, Florida Statutes.
 - (3) All tourist development tax funds collected on and after October 1, 2014, shall be retained by the County for utilization consistent with section 125.0104, Florida Statutes.
 - (4) Any portion of the Funds not utilized by the Agency, shall be returned to or otherwise be made available to the Leon County Tourist Development Tax Trust Fund, upon the termination or expiration of the Agency.
2. Section 6.h. of the Agreement is hereby deleted in its entirety.
 3. All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein.
 4. This Third Amendment to the Agreement shall be effective upon full execution hereof.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the Interlocal Agreement to be executed by their duly authorized representatives this ____ day of _____, 20_____.



LEON COUNTY, FLORIDA

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

Date: 12-12-14

ATTEST:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

BY: [Signature]

Approved as to Form:
Leon County Attorney's Office

BY: [Signature]
Herbert W. A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE

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

Date: 11/7/15

ATTEST:

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

Approved as to Form:

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

**TALLAHASSEE COMMUNITY
REDEVELOPMENT AGENCY**

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

Date: 11/7/15