

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF ALACHUA FOR TOURIST DEVELOPMENT TAX FUNDING FOR THE ACQUISITION, CONSTRUCTION, AND OPERATION OF THREE MULTI-PURPOSE SPORTS ARENAS AT THE HAL BRADY RECREATION COMPLEX

THAT CERTAIN INTERLOCAL AGREEMENT dated November 22, 2011 by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida (hereinafter the "COUNTY"), and the City of Alachua, Florida, a municipal corporation of the State of Florida (hereinafter the "CITY") (hereinafter "Agreement") is hereby revised by this "Amendment" as follows:

1. Section 4. b. is hereby deleted and the following shall be inserted in its place:
 - b. To construct a 3-field multi-sports arena ("Brady Sports Arena Expansion") not later than January 1, 2017 on the property specifically described in Exhibit "C" and pursuant to the conceptual plan and composite list of Brady Sports Arena Expansion facilities identified in Exhibit "B." If this construction has not begun by September 30, 2016, the City shall budget lawfully available non ad valorem funds in its 2017 fiscal year budget to meet the obligations to repay the county as set forth in Section 5. b. of the Agreement. The City will provide the county a bi-annual written report of the progress of the construction starting June 30, 2015.
2. Section 5b is hereby deleted and the following shall be inserted in its place:
 - b. Notwithstanding Section 4, if the CITY fails to meet the Performance Criteria in this Agreement, the CITY shall repay to the COUNTY the \$500,000.00 provided hereunder from lawfully available non ad valorem funds. This money shall be paid to the COUNTY in six annual installments due on or before December 31st each year. If construction does not commence by September 30, 2016, the first of these installments shall be by December 31, 2016. If failure of performance is predicated on either the CITY's failure to complete construction or the CITY failing to hold the required number of events in any one year after the completion of construction, the first installment shall become due by December 31st of the year following the end of the calendar year in which default occurs. Provided, however, if a default is predicated upon the CITY failing to hold the required number of events in any one year after the completion of the Brady Sports Arena Expansion, the CITY shall have the right to seek an amendment of this Agreement regarding the terms of paragraph 4c within two months of receiving notice of default from the COUNTY. If the CITY makes such request, no default shall be deemed to have occurred until the Alachua County Commission has made a final decision on the CITY's requested amendment. The COUNTY shall not be under any obligation to amend this Agreement.
3. All other terms and conditions of the Agreement shall remain the same and are incorporated herein by reference, including Exhibits "A," "B," and "C" thereto.
4. Should there be any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall govern.

5. The effective date of the Amendment shall be the date of the last signatory to it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Interlocal Agreement on the respective dates under each signature: The CITY, through its City Commission signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2014, and by the COUNTY, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2014.

ALACHUA COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
_____, Chair

J.K. Irby, Clerk

APPROVED AS TO FORM

(SEAL)

Alachua County Attorney

CITY OF ALACHUA:

CITY COMMISSION
CITY OF ALACHUA

By: _____
Gib Coerper, Mayor

ATTEST:

Traci L. Cain, City Manager/City Clerk

APPROVED AS TO FORM

(SEAL)

City of Alachua Attorney