
**FIRST AMENDMENT
to
AMENDED AND RESTATED
ORLANDO/ORANGE COUNTY
INTERLOCAL AGREEMENT**

**PERFORMING ARTS CENTER
EVENTS CENTER
CITRUS BOWL
SOCCER STADIUM**

This **FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT** (this "First Amendment"), dated as of January __, 2015, amends and modifies that certain Amended and Restated Interlocal Agreement, dated as of August 6, 2007, as amended by that First Amendment dated September 16, 2008, that Second Amendment dated July 16, 2012 and that Third Amendment dated October 22, 2013(collectively, the "Interlocal Agreement"), by and among **Orange County, Florida**, a charter county and political subdivision of the State of Florida (the "County"), the **City of Orlando, Florida**, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the **City of Orlando, Florida Community Redevelopment Agency**, a political body corporate and politic created, existing and operating under Part III of Chapter 163, Florida Statutes (the "Agency").

RECITALS

WHEREAS, the County, the City and the Agency have heretofore entered into the Interlocal Agreement relating to the acquisition, construction, financing and operation of a new performing arts center, a new community events center, a new soccer specific stadium, and the expansion and renovation of the existing Florida Citrus Bowl Stadium; and

WHEREAS, the parties desire to modify certain provisions of the Interlocal Agreement as more particularly set forth herein in order to extend the time-frame for completion of fundraising and philanthropic contribution requirements for construction of the Final Stage of construction of the Performing Arts Center; and

WHEREAS, each of the parties agree to such modifications, upon the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.5 of the Interlocal Agreement, amendments thereto may be made pursuant to an instrument in writing, approved by the City Council for the City, the

governing board of the Agency, and the County's Board of County Commissioners, and jointly executed by the parties thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Interlocal Agreement.

Section 2. Preambles Incorporated by Reference; Form of Amendments. The preambles hereof are incorporated in this First Amendment by reference as if they were made a part hereof. Throughout this First Amendment, additions to the original language of the Interlocal Agreement are shown with double underline and deletions are shown with ~~strikethrough~~.

Section 3. Representations, Warranties and Covenants Reaffirmed. The County, the City and the Agency each hereby affirms and declares that all representations and warranties contained in the Interlocal Agreement and as modified herein remain true and correct as of the date hereof and that each of them have been at all times and remain in compliance with all covenants set forth in the Interlocal Agreement.

Section 4. Amendment and Restatement of Section 6.11 of Interlocal Agreement Relating to Additional Funds for Performing Arts Center. Section 6.11 of the Interlocal Agreement is hereby amended as follows:

Section 6.11. Additional Contract TDT Obligations for Performing Arts Center. Notwithstanding the provisions of Section 6.5 hereof, and contingent upon (a) construction of the Final Stage of the Performing Arts Center commencing prior to January 31, 2015~~7~~ as set forth in Exhibit K attached hereto, (b) all funds necessary to complete the Final Stage, other than the \$25,000,000 set forth herein, being committed and made available to the City in cash or other security acceptable to the City, and (c) receipt by the County, on or prior to March 31, 2015~~7~~ of the certifications from the City set forth in Exhibit K attached hereto and made a part hereof (with only such modification as is acceptable to the County Administrator in his or her sole discretion), an additional amount equal to \$25,000,000 of net proceeds for construction costs of the Final Stage of the Performing Arts Center (as reduced pursuant to a pro rata reduction in capital funding sources provided in Section 7.5 hereof) may be financed as provided in this Section; all as contemplated in the plan of finance attached hereto as Exhibit C. The additional \$25,000,000 described above will be financed as City Loans as set forth in Section 6.13 and/or Contract TDT Obligations. The authorization in this Section 6.11 is independent

of the amounts authorized in Section 6.5 and shall not be subject to the escalator clause set forth therein, but shall constitute contributions pursuant to Section 6.4.2 hereof, the Financing Plan set forth as Exhibit C hereto, and Sections 4.2.1 and 4.2.2 of the Performing Arts Center Agreement set forth as Exhibit G attached hereto.

Section 5. Interlocal Agreement. Other than as set forth herein, the Interlocal Agreement shall remain in full force and effect and no modifications are made thereto.

Section 18. No Waiver. Nothing contained in this First Amendment, waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice, under the Interlocal Agreement.

Section 19. Severability. The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of the Interlocal Agreement, as amended hereby, are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this First Amendment. Therefore, should any material term, provision, covenant or condition of this First Amendment or the Interlocal Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the litigation.

Section 20. Governing Law; Venue. This First Amendment shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this First Amendment shall be in Orange County, Florida.

Section 21. Headings. The headings or captions of sections or paragraphs used in this First Amendment are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this First Amendment.

Section 22. Execution in Counterparts. This First Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

**SIGNATURE PAGE FOR FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

WHEREFORE, the County, the City and the Agency have executed this First Amendment as of the date and year first above written.

ORANGE COUNTY, FLORIDA

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST:

Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

(SEAL)

**SIGNATURE PAGE FOR FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

CITY OF ORLANDO, FLORIDA

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA, ONLY.

_____, 2015.

ASSISTANT CITY ATTORNEY

**SIGNATURE PAGE FOR FIRST AMENDMENT
TO INTERLOCAL AGREEMENT**

**CITY OF ORLANDO, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY**

By: _____
Chairman

Date: _____

ATTEST:

By: _____
Executive Director

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA, ONLY.

_____, 2015.

ASSISTANT CITY ATTORNEY

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