

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
FOR TOURIST DEVELOPMENT TAX FUNDING FOR RENOVATION OF THE
CHAIN OF LAKES COMPLEX**

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT (“Third Amendment”) is made and entered as of the Third Amendment Effective Date defined in Section 3, below, by and between Polk County, a political subdivision of the State of Florida (the “County”) and the City of Winter Haven, a municipal corporation of the State of Florida (the “City”).

WHEREAS, the County and the City entered into that certain Interlocal Agreement for Tourist Development Tax Funding for Renovation of the Chain of Lakes Complex effective October 31, 2023 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the County pledged to contribute a portion of the revenues from its Tourist Development Tax to assist the City with the design and construction of the New Facility/Improvements, as defined in the Agreement, including an Initial Deposit in the amount of Five Million and no/10 Dollars (\$5,000,000.00) and subsequent debt service payments thereafter to the City on a principal amount of Five Million and no/100 Dollars (\$5,000,000.00), exclusive of interest costs in accordance with an Estimated Bonded Debt Amortization Schedule attached to the Agreement as Exhibit “B”; and

WHEREAS, subsequent to October 31, 2023, the City issued its Series 2023 Non Ad Valorem Revenue Bonds on December 14, 2023; and

WHEREAS, on January 9, 2024, the County and the City entered into a First Amendment to the Agreement (“First Amendment”) to replace the Estimated Bonded Debt Amortization Schedule with the Final Bonded Debt Amortization Schedule for the Indebtedness which became the new and updated Exhibit “B” to the Agreement; and

WHEREAS, on September 17, 2024, the County and the City entered into a Second Amendment to the Agreement (“Second Amendment”) to reflect an increased amount of Tourist Development Tax Funding to be provided by the County for the Project in an amount of up to Two Million and no/100 Dollars (\$2,000,000.00), exclusive of interest costs, to assist the City in the payment of increased design and construction costs for the Project; and

WHEREAS, the Second Amendment replaced and updated the Final Bonded Debt Amortization Schedule for the Indebtedness which became the new and updated Exhibit “B” to the Agreement; and

WHEREAS, it has now been determined, that construction of an additional parking lot for the Project which additional work is estimated to be in the amount of One Million Two Hundred Thousand Two Hundred Nine and no/100 Dollars (\$1,200,209.00) is desirable; and

WHEREAS, the County and the City desire to split the costs for the construction of an additional parking lot for the Project, with the County funding approximately Six Hundred Thousand and no/100 Dollars (\$600,000.00) from additional legally available Tourist Development Tax Funds and the City paying an additional Six Hundred Thousand Two Hundred Nine and no/100 Dollars (\$600,209.00) from additional legally available City funds; and

WHEREAS, the Final Bonded Debt Amortization Schedule-Amended as attached to the Second Amendment as Exhibit “B” will not change or need to be amended as a result of this Third Amendment.

NOW THEREFORE, the County and the City hereby agree as follows:

1. The recitals stated above are true and correct and fully incorporated herein. Capitalized terms used herein shall have the meaning ascribed in the Agreement unless otherwise defined in this Third Amendment.
2. The County agrees to pay up to an additional Six Hundred Thousand and no/100 Dollars (\$600,000.00) to the City in legally available Tourist Development Tax Funds in one lump sum payment of Six Hundred Thousand and no/100 Dollars (\$600,000.00) within thirty (30) days of the date that the Board of County Commissioners approves this Third Amendment.
3. Pursuant to Section 163.01(11), Florida Statutes, this Third Amendment shall become effective upon the date (the “Third Amendment Effective Date”) the fully executed Agreement is filed with the Clerk of the Circuit Court for Polk County.
4. Except as expressly provided in this Third Amendment, the Agreement as previously amended by the First Amendment and Second Amendment is not otherwise amended, modified, or affected by this Third Amendment, and all other terms of the Agreement, as Amended, remain unchanged and in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the Third Amendment Effective Date.

ATTEST:

STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____, Chair
Board of County Commissioners

Approved as to form and legal sufficiency:

Dated: _____

County Attorneys' Office

ATTEST:

CITY OF WINTER HAVEN, a municipal
Corporation of the State of Florida

City Clerk

By: _____
Nathaniel J. Birdsong, Jr., Mayor

Approved as to form and legal sufficiency:

Dated: _____

City Attorney