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SECOND AMENDED AND RESTATED

INTERLOCAL AGREEMENT

between

LEON COUNTY, FLORIDA

and

CITY OF TALLAHASSEE, FLORIDA

DATED as of December 9, 2015

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SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") made and entered into as of the 9th day of December, 2015, by and between Leon County, Florida ("County"), and the City of Tallahassee, Florida ("City") (singularly "Party" and collectively, "Parties").

RECITALS:

WHEREAS, in addition and supplemental to their other powers, the Parties, pursuant to Chapter 163, Part I, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency was created by Interlocal Agreement dated October 27, 2000 ("Interlocal Agreement"); and

WHEREAS, the Parties to the Interlocal Agreement did, by way of an Amended and Restated Interlocal Agreement dated February 1, 2003 ("Amended Interlocal Agreement"), modify the Interlocal Agreement to reflect several changes agreed to by the Parties; and

WHEREAS, the County and the City wish by this Agreement to provide for the obligations of Blueprint created hereby, and the obligations of the County and the City, and to more fully secure the payment of said obligations incurred the same as if issued as revenue bonds in the manner provided herein, in order to further the purposes stated herein; and

WHEREAS, the Amended Interlocal Agreement provided for the creation of an interlocal agency pursuant to the Florida Interlocal Cooperation Act to govern certain matters in connection with the financing, planning and construction of certain projects to be financed with the proceeds of the Dedicated 2000 Surtax, as hereinafter defined; and,

WHEREAS, on November 4, 2014, a majority of the electors of Leon County voting in a referendum did approve an extension of the local government infrastructure surtax previously imposed; and

WHEREAS, the Parties do further intend hereby to change the Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency name to the Leon County-City of Tallahassee Blueprint Intergovernmental Agency (the "Blueprint Intergovernmental Agency" or "Blueprint"); and

WHEREAS, it is in the best interest of the County and the City to modify and restate the Amended Interlocal Agreement to provide for the ability to issue bonds or other debt obligations and to enter into contracts necessary and incidental to the financing, planning and construction of certain infrastructure projects and implementation of certain economic development programs to be financed with the proceeds of the Dedicated 2000 Surtax and Dedicated 2020 Surtax, as defined herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits to flow to each other, and to the citizens of both Leon County and the City of Tallahassee, and in consideration of the mutual covenants, promises and agreements herein contained, the Parties hereby agree with each other to amend and restate in its entirety the Amended Interlocal Agreement by this Second Amended and Restated Interlocal Agreement (hereinafter, the "Second Amended Interlocal Agreement" or the "Agreement") as follows:

PART I

PURPOSE; EXTENSION OF SURTAX; GOVERNANCE; DURATION; LIQUIDATION; EFFECTIVE DATE

SECTION 1. PURPOSE OF THIS AGREEMENT.

The purpose of this Agreement is to create and the Parties do hereby create, a legal entity constituting a public body corporate and politic under section 163.01, Part I, Florida Statutes, as amended, composed of the Parties, to be known as the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency" to implement the agreements of the Parties as herein set forth.

Blueprint is formed to undertake the acquisition, financing, planning, constructing, managing, operating, servicing, utilizing, owning and exchanging of the Blueprint 2000 Projects and Blueprint 2020 Infrastructure Projects and Economic Development Programs as herein described, to receive and expend the Dedicated 2000 Surtax and the Dedicated 2020 Surtax proceeds as herein provided for, and to exercise all of the powers granted by this Agreement or by law, either within or without the State of Florida.

SECTION 2. LOCAL GOVERNMENT INFRASTRUCTURE SURTAX EXTENSION.

Pursuant to Leon County Ordinance 2014-07 adopted June 10, 2014, the provisions of section 212.055(2), Florida Statutes, and referendum of the Leon County electorate held on November 4, 2014, the local government infrastructure surtax, originally scheduled to expire on December 31, 2019, shall continue and is hereby extended until December 31, 2039, to be levied at the rate of 1%.

SECTION 3. GOVERNANCE.

Pursuant to section 163.01(7), Florida Statutes, the County and the City hereby create and establish the Blueprint Intergovernmental Agency to provide for the project management structure for the project planning, financing and construction or implementation of the Blueprint 2000 Projects and the Blueprint 2020 Infrastructure Projects and Blueprint 2020 Economic Development Programs, and to undertake the other functions provided herein. Blueprint shall be governed by a Board of Directors (the "Board of Directors" or the "Board") consisting of the respective members of the Board of County Commissioners of Leon County and the City Commission of the City of Tallahassee. The Board of Directors, may adopt bylaws, rules, regulations, policies and procedures to govern the actions and procedures of Blueprint, and of the Board of Directors. The weight to be given to the vote of each member of the Board of Directors shall be as set forth in the Bylaws.

The Bylaws of Blueprint previously adopted on February 14, 2001 and last revised on June 17, 2013, are hereby ratified and confirmed, subject to future amendment, supplement or modification thereof as the Board of Directors shall approve.

It is not the purpose of this Agreement to transfer ownership of any existing facility from either Party or other entity to Blueprint.

SECTION 4. TERM AND DURATION OF THE BLUEPRINT INTERGOVERNMENTAL AGENCY.

This Agreement shall continue in full force and effect, and Blueprint shall continue to possess the powers herein conferred upon it, in accordance with the terms hereof. In no event shall this Agreement or the powers herein granted to Blueprint be rescinded or terminated until (a) all bonds, notes and other evidences of indebtedness of Blueprint and the interest thereon

shall have been paid or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds, notes and other evidences of indebtedness and (b) all contractual obligations undertaken by Blueprint, all obligations and liabilities, and all liens, charges and encumbrances to which property of Blueprint is subject shall have been satisfied, released or adequately provided for.

SECTION 5. LIQUIDATION.

Upon any termination of this Agreement and dissolution of Blueprint, the Board shall liquidate the business, assets and property of Blueprint, as expeditiously as possible, and all property of Blueprint, real, personal, tangible and intangible shall be distributed in accordance with a plan of dissolution approved by the Board.

SECTION 6. EFFECTIVE DATE.

This Agreement shall take effect immediately upon its being filed as provided in section 163.01(11), Florida Statutes.

PART II

AUTHORITY; DEFINITIONS

SECTION 1. AUTHORITY.

This Agreement is entered into pursuant to the provisions of section 163.01, Florida Statutes; Article VIII, Sections 1 and 2 of the Constitution of the State of Florida; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; Chapter 212, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS.

A. "Act" means section 163.01, Florida Statutes; Article VIII, Sections 1 and 2 of the Constitution of the State of Florida; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; Chapter 212, Florida Statutes; and other applicable provisions of law.

B. "Blueprint 2000 Projects" means those projects described and set forth in Exhibit I to this Agreement, as the same may be amended from time to time by agreement of the Parties, as provided herein and in the Bylaws of Blueprint.

C. "Blueprint 2020 Economic Development Programs" or "Economic Development Programs" means those programs described and set forth in Exhibit II.b. to this Agreement, as the same may be amended from time to time by agreement of the Parties, as provided herein and in the Bylaws.

D. "Blueprint 2020 Infrastructure Projects" means those projects described and set forth in Exhibit II.a. to this Agreement, as the same may be amended from time to time by agreement of the Parties, as provided herein and in the Bylaws.

E. "Blueprint Intergovernmental Agency" or "Blueprint" means that entity created in Part I, Section 3 of this Second Amended Interlocal Agreement.

F. "Bond Resolution(s)" means a bond resolution(s), award resolution(s) or other such resolution(s) of Blueprint adopted from time to time authorizing the issuance of Bonds.

G. "Bond Year" means with respect to the Bonds, the Bond Year as defined in the Bond Resolution.

H. "Bondholders" or "holders" means the registered owners or their respective legal representatives of outstanding Bonds, as the context may indicate.

I. "Bonds" means the bonds, notes and any other obligations issued by Blueprint.

J. "Bylaws" means the Bylaws of Blueprint previously adopted on February 14, 2001 and last revised on June 17, 2013.

K. "City's Share of the Dedicated 2000 Surtax" or "City's Share" means fifty percent (50%) of the City's receipt of or entitlement to the Dedicated 2000 Surtax as determined monthly.

L. "City's Share of the Extended 2020 Surtax" means fifty percent (50%) of the City's receipt of or entitlement to the Dedicated 2020 Surtax as determined monthly.

M. "Clerk" means the clerk of Blueprint, as designated from time to time by the Board of Directors.

N. "County's Share of the Dedicated 2000 Surtax" or "County's Share" means fifty percent (50%) of the County's receipt of or entitlement to the Dedicated 2000 Surtax as determined monthly.

O. "County's Share of the Extended 2020 Surtax" means fifty percent (50%) of the County's receipt of or entitlement to the Dedicated 2020 Surtax as determined monthly.

P. "Debt Service Payments" means the payments required to be made for principal, amortization payments and interest on the Bonds, in the manner provided in the Bond Resolution, or payments treated as debt service or payable on a parity therewith, minus any accrued and capitalized interest that may be funded from the proceeds of the Bonds, for the fees and expenses of fiscal agents, for rebate payments, and for the replacement of any moneys withdrawn from any reserve fund or account or amounts necessary to reinstate any reserve fund credit facility or product.

Q. "Dedicated 2000 Surtax" means eighty percent (80%) of the Extended 2000 Surtax, which shall be used by Blueprint for the cost of financing, planning and construction of

the Blueprint 2000 Projects, including payments of Debt Service Payments, and payments as otherwise provided by this Agreement or under law.

R. "Dedicated 2020 Surtax" means seventy-eight percent (78%) of the Extended 2020 Surtax, which shall be used by Blueprint for the cost of financing, planning and construction or implementation of the Blueprint 2020 Infrastructure Projects, and Economic Development Programs, including payments of Debt Service Payments, and payments as otherwise provided by this Agreement or under law.

S. "Existing Sales Surtax" means the one percent (1%) local government infrastructure sales surtax authorized by section 212.055, Florida Statutes; levied pursuant to referendum of a majority of the electors of Leon County on September 19, 1989, and expiring November 30, 2004.

T. "Extended 2000 Surtax" means the one percent (1%) local government infrastructure sales surtax authorized by section 212.055, Florida Statutes; levied pursuant to Ordinance No. 00-35 of the County enacted on September 12, 2000, and approved by referendum of a majority of the electors of the County on November 7, 2000; effective December 1, 2004, and expiring December 31, 2019, and which extends the Existing Sales Surtax. Such term shall include for all purposes hereof proceeds of the portion of the communication services tax levied in the County pursuant to section 202.19(5), Florida Statutes, as a replacement of, and to be used for the same purposes as, the portion of the infrastructure sales surtax previously levied on communications services.

U. "Extended 2020 Surtax" means the one percent (1%) local government infrastructure surtax authorized by 212.055, Florida Statutes; levied pursuant to Ordinance No. 2014-07 of the County adopted on June 10, 2014, and approved by referendum of a majority of

the electors of the County on November 4, 2014; effective January 1, 2020, and expiring December 31, 2039, and which extends the Extended 2000 Surtax.

V. "Fiscal Year" means the fiscal years of the City, the County and the Intergovernmental Agency commencing on October 1 of each year and ending on the next succeeding September 30, or such other fiscal year as the state legislature may establish.

W. "Livable Infrastructure For Everyone" Projects or "L.I.F.E." means those projects described and set forth in Exhibit II, Section c to this Agreement, designed to address core infrastructure needs in both the incorporated and unincorporated areas of Leon County. Use of the two percent (2%) share of the Extended 2020 Surtax proceeds for the cost of financing, planning and construction or implementation of L.I.F.E. Projects must be authorized by the Board of County Commissioners.

X. "Project Site" or "Sites" means the lands and interests upon which the Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects and Blueprint 2020 Economic Development Programs are to be constructed, as more particularly described in Exhibit I, Exhibit II, Sections a. and b., and Part V hereof, together with easements appurtenant thereto, and such other lands and interests therein as may be added from time to time by the Parties hereto.

Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms, corporations or other entities, including governments or governmental bodies.

PART III

BLUEPRINT INTERGOVERNMENTAL AGENCY POWERS

SECTION 1. GENERAL AUTHORITY.

In order to accomplish the purposes set out above, Blueprint shall have the power, pursuant to direction or authorization by its Board of Directors, by its Bylaws or by the powers granted by this Agreement to:

A. Make and enter into contracts in its own name with the Parties, the United States, the State of Florida, foreign states or countries, other public agencies and interlocal agencies and persons, both within and without the State of Florida;

B. Acquire, construct, obtain, receive, purchase, lease, sublease, import, hold, own, use, operate, manage, maintain, pledge, hypothecate, improve, retain, dispose of, sell, donate, trade, transfer, deliver and convey real property and both tangible and intangible personal property inside and outside the State of Florida;

C. Acquire, plan, finance, construct, obtain, receive, purchase, lease or sublease any property and acquire by lease or sublease any property and cause the rentals paid to be certificated and sold, share cost of, hold, own, use, operate, manage, maintain, pledge, hypothecate, improve, retain, dispose of, sell, donate, trade, transfer, deliver and convey any project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, useful or incidental thereto, acquire, receive, purchase, contract for, own, use, consume, possess, insure, store, transport, transmit, dispatch, sell, convey, broker, trade, exchange, interchange, deliver, encumber, pledge and engage in derivative products, including swaps, caps, collars and similar financial tools;

D. Apply to any person or entity, public or private, for consents, permits, authorizations or approvals required for any project undertaken in accordance with this Agreement, and to take all necessary actions to comply with the conditions thereof;

E. Enter into interlocal or other agreements with other entities, whether or not created by interlocal agreements themselves, if such agreements are useful in the furtherance of this Agreement, to the extent permissible under Florida law;

F. Acquire, hold, use, pledge and dispose of any or all receivables, income, revenues, funds and money;

G. Incur debts, liabilities or obligations which do not constitute debts, liabilities or obligations of the Parties, unless specifically agreed by such Party, and, to the extent permissible under Florida law, grant a mortgage or security interest in property acquired through loan proceeds, provided that without each Party's consent, it shall be non-recourse with respect to such Parties;

H. Establish, operate and manage a pooled loan project or projects for utilization by Blueprint or others duly authorized by Blueprint;

I. Exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by sections 163.01(7)(d) and sections 163.01(7)(g) of Chapter 163, Part I, Florida Statutes, as amended, and any other applicable provisions of law, and by any such other applicable statute hereafter adopted, which may include interest rate swaps, collars, caps and other derivative or hedge products;

J. Invest money of Blueprint not required for immediate use, including, but not limited to, proceeds from the sale of bonds, in such obligations, securities, and other investments as authorized by the investment policies of Blueprint, any applicable laws and any applicable

provisions of any Bond Resolution or other instruments governing the fund or funds in which the money is deposited;

K. Impose fees and charges necessary to discharge its duties and obligations hereunder, and adopt such rules and regulations, policies and procedures and enact bylaws to implement the powers and authorities granted hereby;

L. Procure insurance from such insurers as it deems desirable or to self insure, or both, against risk of loss or liability in connection with its property, operations or assets;

M. Employ, engage, discharge and compensate agents, employees and independent contractors;

N. Sue and be sued in its own name;

O. Enforce all rules, regulations, policies and procedures adopted under the authority of this Agreement, independently, or with the assistance of the Parties, and resort to any necessary legal process for this purpose;

P. Grant indemnification to its officers, agents and employees, to the extent permitted by law or in the manner set forth in its Bylaws or other rules of governance;

Q. Exercise all such other powers incidental and useful to the furtherance of the purposes of this Agreement and to the exercise of the powers specified herein, and which the Parties may exercise in their individual capacities, and any other powers conferred presently or in the future under the laws of Florida;

R. Exercise all of the privileges, benefits, powers and terms of Part I of Chapter 163, Florida Statutes, Part I of Chapter 125, Florida Statutes, Part II of Chapter 166, Florida Statutes and Part I of Chapter 159, Florida Statutes;

S. Approve annual work plans for Blueprint and review performance reports;

T. Approve annual operating budgets and capital improvement programs;

U. Consider major program changes, contracts, change orders, and purchase orders which exceed the Intergovernmental Management Committee's authority;

V. Finance or refinance the Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects and Economic Development Programs;

W. Issue bond anticipation notes pursuant to section 215.431, Florida Statutes;

X. Borrow money and issue bonds or other debt obligations to finance or refinance the Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects and Economic Development Programs;

Y. Develop and structure financial programs;

Z. Invest its money in such investments in accordance with the laws of the State of Florida;

AA. Make and enter into contracts and agreements necessary or incidental to the performance of its duties and the execution of its duties under this Agreement;

BB. Exercise the right and power of eminent domain, including the procedural powers under Chapters 73 and 74, Florida Statutes, pursuant to its delegated authority as set forth generally in Chapters 127, 163, and 166, Florida Statutes, and more specifically as set forth in section 163.01(7)(f), Florida Statutes;

CC. Acquire both real and personal property through voluntary sale, lease, exchange or donation, to manage, redevelop, surplus or otherwise dispose of acquired real and personal property, including property acquired through the right and power of eminent domain, with any and all proceeds being retained for expenditures pursuant to this Interlocal Agreement;

DD. Employ agencies, employees, consultants, advisors, experts, attorneys and such other employees and agents as may, in the judgment of Blueprint, be necessary and to fix their compensation;

EE. Receive and accept any aid or contributions from any source of either money, property, labor or other things of value, to be held, used or applied only for the purposes for which such grants and contributions are made;

FF. Adopt and use a seal; and

GG. Make and pass rules, regulations, resolutions and orders not inconsistent with the constitution of the United States or of the State of Florida, or the provisions of the Florida Interlocal Cooperation Act or this Agreement, necessary for the governance and management of the affairs of Blueprint, for the execution of the powers, obligations and responsibilities vested in Blueprint, and for carrying out the provisions of this Agreement.

SECTION 2. SPECIFIC AUTHORITY.

With regard to Blueprint 2020 Economic Development Programs, Blueprint shall have the power, pursuant to direction or authorization by its Board of Directors, by its Bylaws or by the powers granted by this Agreement to:

A. Require any organization providing economic development programing, with any portion of the proceeds of the Dedicated 2020 Surtax, to maintain detailed records of activities and expenditures;

B. Ensure full accounting transparency of all economic development programs;

C. Produce periodic reports detailing the relevant performance metrics of each funded economic development program;

D. Allocate sufficient funding, as needed, from the proceeds of the Dedicated 2020 Surtax, to implement the financial oversight and accountability measures prescribed in this Agreement and the Bylaws;

E. Determine the appropriate staffing and support levels for Blueprint 2020 Economic Development Programs, including the Economic Development Coordinating Committee (EDCC), as defined in this Agreement, prior to the EDCC's first meeting, which shall occur not later than February 16, 2018. At a minimum, the staff support shall be comprised of the County and City Economic Development Directors and a representative of the official economic development organization of the community; and

F. Designate the economic development organization for the community as the primary liaison to the EDCC to prepare agenda materials, notice meetings, maintain records, and present information in coordination with the County and City Economic Development Directors.

PART IV

BOARD OF DIRECTORS; OFFICERS

SECTION 1. GENERAL.

Blueprint shall be governed by a Board of Directors. The Board of Directors shall select a Chairperson and Vice Chairperson from among the members of the Board of Directors (hereinafter "Directors") and shall designate a Clerk, who may or may not be a Director. The Board of Directors shall designate such other officers and staff positions as it may deem advisable from time to time or as otherwise provided herein or in the Bylaws.

SECTION 2. DUTIES.

The duties of the Board of Directors shall include the following:

A. Establish policies and adopt bylaws necessary to accomplish the purposes of this Agreement.

B. Meet at least annually to approve an annual work plan for Blueprint and review the previous year's performance report.

C. Approve the annual operating budget and capital improvement program of Blueprint and plans for financing the same from the Dedicated 2000 Surtax and the Dedicated 2020 Surtax proceeds.

D. Convene as needed to consider major program changes, contracts, change orders, and purchase orders which exceed the authority of the Intergovernmental Management Committee (discussed below).

E. Adopt Bond Resolutions for purposes of financing Blueprint 2000 Projects and Blueprint 2020 Infrastructure Projects and Economic Development Programs.

SECTION 3. MEETINGS OF THE BOARD OF DIRECTORS.

The Board of Directors shall meet at least one time per year in accordance with the Bylaws. Additional meetings of the Board of Directors may be called by the Chairperson. Notice of all such meetings shall be given and such meetings shall be conducted in the manner specified in the Bylaws and in all events in compliance with Florida law.

SECTION 4. DUTIES OF THE CHAIRPERSON OF THE BOARD OF DIRECTORS.

The Chairperson of the Board of Directors shall preside at meetings of the Board of Directors. In the event the Chairperson cannot be present at the meeting, the Vice Chairperson shall perform this responsibility, or in the absence of the Vice Chairperson, another Director designated by the Chairperson or Vice Chairperson, as the case may be, shall preside. The

Chairperson or in his absence or upon his designation, the Vice Chairperson shall have the power and authority to execute all Bonds, contracts and other documents on behalf of and bind Blueprint for all lawful obligations thereof, and shall perform such other duties as shall be provided by the Board of Directors or by the Bylaws.

SECTION 5. CLERK.

The Clerk or any duly appointed deputy shall keep and may imprint the seal of Blueprint, may attest to all signatures and certify as to all proceedings and documentation of Blueprint, shall have such other powers and duties as designated in the Bylaws and as from time to time may be assigned to the Clerk by the Board of Directors, the Chairperson of the Board, or the Vice Chairperson of the Board, and shall in general perform all acts incident to the office of Clerk, subject to the control of the Board of Directors, the Chairperson, or the Vice Chairperson, as the case may be.

PART V

PLANNING, MANAGEMENT, CONSTRUCTION AND OPERATION OF THE BLUEPRINT 2000 PROJECTS AND BLUEPRINT 2020 INFRASTRUCTURE PROJECTS, AND ECONOMIC DEVELOPMENT PROGRAMS

SECTION 1. INTERGOVERNMENTAL MANAGEMENT COMMITTEE.

A. An Intergovernmental Management Committee (the "Intergovernmental Management Committee") is hereby created and established to jointly administer Blueprint and make recommendations on policy to the Blueprint Intergovernmental Agency and carry out the long range direction of Blueprint. The Intergovernmental Management Committee shall consist of the County Administrator of the County (the "County Administrator") and the City Manager of the City (the "City Manager").

B. The Intergovernmental Management Committee shall have the following powers:

1. Monitor the operations of Blueprint.

2. Implement an annual financial audit conducted by an independent public accounting firm licensed under Chapter 473, Florida Statutes, and an annual performance audit conducted by a firm qualified to perform such audits. The scope of the performance audit shall be established jointly by the County Administrator and the City Manager.

3. Recommend approval of an operating budget.

4. Recommend approval of long and short term work plans.

5. Recommend issuance of invitations for bid and requests for proposals.

6. Approve purchasing, contracts, and change orders in accordance with the approved Blueprint Procurement Policy, as amended from time to time.

SECTION 2. STAFFING.

A. A Blueprint Manager shall be hired by the County Administrator and the City Manager acting in concert and may be terminated by either the County Administrator or the City Manager. The County Administrator and the City Manager, or their designee, shall direct the performance of the Blueprint Manager and shall jointly evaluate that performance at least annually. The Blueprint Manager shall develop policies and procedures for the administration of Blueprint which will be reviewed and approved by the County Administrator and the City Manager or their designee. The Blueprint Manager and staff shall have the option of being County employees or City employees, only for purposes of employee benefit administration.

B. Responsibilities of the Blueprint Manager:

1. Manage a multi-disciplinary staff and be responsible for carrying out the implementation of the Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects.

2. Coordinate with the Citizens Advisory and Technical Coordinating Committees (as defined below) and submit a long range implementation plan, a five (5) year plan and an annual work plan to the Intergovernmental Management Committee.

3. Prepare a public information plan and sustain effective relationships with stakeholders and affected parties in regard to Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects.

4. Submit project status reports to the Intergovernmental Management Committee every six months.

5. Provide all necessary administrative support and coordination for Blueprint 2020 Economic Development Programs in accordance with the provisions of Part III., Section 2.E., herein.

SECTION 3. TECHNICAL COORDINATING COMMITTEE.

A. An intergovernmental technical coordinating committee is hereby created and established to provide professional advice and technical expertise to the Blueprint Manger on a project basis to be known as the "Technical Coordinating Committee." The membership of the Technical Coordinating Committee shall be as designated in the Bylaws.

B. Responsibilities of the Technical Coordinating Committee:

1. Work with the Blueprint Manager to ensure coordination with other ongoing and future projects and related issues.

2. Review Blueprint 2000 Projects, and Blueprint 2020 Infrastructure Projects scope and implementation plans and make recommendations to the Blueprint Manager.

3. Annually review other projects of the City and County to ensure coordination between governments.

4. Such other responsibilities as shall be provided in the Bylaws or as provided by the Board of Directors.

SECTION 4. PLANNING DEPARTMENT.

The Tallahassee-Leon County Planning Department shall assist in conducting, coordinating and advising on land use planning, sector planning, greenway planning and transportation planning.

SECTION 5. CITIZEN ADVISORY COMMITTEE.

A Citizen Advisory Committee is hereby created and established to serve in an advisory capacity to Blueprint. Responsibilities of the Citizen Advisory Committee shall be to review work plans for Blueprint 2000 Project, and Blueprint 2020 Infrastructure Project recommendations, to review financial audits and performance audits, and to otherwise make recommendations to Blueprint. The Citizen Advisory Committee shall consist of fourteen members serving three year staggered terms to be selected as follows:

1. Four members shall be selected by Blueprint from a list of applicants which shall include at least one from each of the following categories: a financial expert with bonding experience; a natural scientist/ biologist, and a planner. Blueprint shall take into consideration as part of the selection process those individuals that formerly served on the Economic and Environmental Citizens Committee (EECC).

2. Three members shall be selected by Blueprint from a list of three names for each position provided by the Citizen Advisory Committee and shall include one

member from the civil rights community, one member from the elderly community, and one member from the disability community.

3. The remaining seven members shall be selected as follows:

- Board Member of the Greater Tallahassee Chamber of Commerce
- Board Member of the Capital City Chamber of Commerce
- Board Member of the Big Bend Minority Chamber of Commerce
- Chairperson of the Planning Commission or designee thereof
- Representative from Council of Neighborhood Associations
- Representative from the Big Bend Environmental Forum
- Representative from the Network of Entrepreneurs and Business Advocates in Tallahassee.

SECTION 6. ECONOMIC DEVELOPMENT COORDINATING COMMITTEE.

A coordinating committee for economic development programs is hereby created and established to provide professional advice and technical expertise to Blueprint to be known as the Economic Development Coordinating Committee (EDCC). The EDCC shall serve as the advisor to Blueprint on economic development matters with respect to Blueprint 2020 Economic Development Programs.

A. The EDCC shall evaluate those economic development proposals recommended for consideration by the Leon County Sales Tax Committee as set forth in Exhibit II, Section b.4., A-H. The EDCC shall afford the organizations that developed each of these proposals the opportunity to refine and present their economic development proposal to the EDCC for its consideration. The EDCC shall make funding and programmatic recommendations to the Board of Directors and the Intergovernmental Management Committee, shall perform a biennial review of the implementation, operation, and performance of economic development programs funded with Dedicated 2020 Surtax proceeds to ensure accountability, and shall perform such

other duties as shall be provided in the Bylaws or as prescribed by the Board of Directors, or the Intergovernmental Management Committee.

B. The Chairmanship of the EDCC shall rotate biennially between the County and City staff designees. The membership of the EDCC shall consist of the following representatives or their staff designees:

- County Administrator Designee
- City Manager Designee
- TCC Vice President of Economic & Workforce Development
- FSU Vice President of Research
- FAMU Vice President of Research
- Executive Director of Leon County Research and Development Authority
- CEO of Career Source Capital Region
- President of the Greater Tallahassee/ Leon County Chamber of Commerce
- President of the Capital City Chamber of Commerce
- President of the Big Bend Minority Chamber of Commerce.

C. In order to provide transparency and accountability for economic development programs utilizing the proceeds of the Dedicated 2020 Surtax, all financial activities shall be audited in accordance with the fiscal controls adopted by the Parties and as otherwise set forth in the Bylaws.

SECTION 7. ACCOUNTING SYSTEM.

Blueprint may designate either the City or the County as the entity for maintaining the accounting system for Blueprint. The City and the County will each be provided the same level of access to all information pertaining to Blueprint.

SECTION 8. PROJECT RESTRICTIONS.

A. Permissible uses of Dedicated 2000 Surtax proceeds shall be restricted to the following categories:

1. Stormwater and Water Quality Projects

2. Transportation Improvements Projects

3. Greenways and Parks and Recreation Projects

B. Permissible uses of Dedicated 2020 Surtax proceeds shall be restricted to the following categories:

1. Stormwater and Water Quality Projects

2. Transportation Improvement Projects

3. Greenways, Parks and Recreation

4. Economic Development Programs

5. Public Buildings and Structures

6. Parks and Recreational Area Operations

7. Other permissible uses set forth in section 212.055(2), Florida Statutes, as amended.

SECTION 9. PROJECTS.

A. Blueprint 2000 Projects.

The proceeds of the Dedicated 2000 Surtax shall be used for the purpose of funding Blueprint 2000 Projects as approved by the County and City Commissions on July 10, 2000, and as further described and set forth in Exhibit I (Items a-i represent first priority projects, and Items j-w represent second priority projects).

B. Blueprint 2020 Infrastructure Projects and Economic Development Programs.

The proceeds of the Dedicated 2020 Surtax shall be used for the purpose of funding Blueprint 2020 Infrastructure Projects and Economic Development Programs, as further described and set forth in Exhibit II, Sections a and b (Exhibit II, Section a Projects 1-27

represent first priority projects, and Exhibit II, Section a Projects 28-29 represent second priority projects).

C. L.I.F.E. Projects.

The two percent (2%) share of the Extended 2020 Surtax proceeds shall be used for the purpose of funding L.I.F.E. Projects, as further described and set forth in Exhibit II, Section c.

SECTION 10. AMENDMENT OR DELETION TO PROJECTS AND PROGRAMS.

The listed projects and programs set forth in Exhibit I, Exhibit II, Sections a, b.1, b.2, and b.3, may only be deleted or amended to a substantial degree, if circumstances call for a substantial change and if the Board approves the change by a supermajority vote of both the members who are County Commissioners and the members who are City Commissioners, after taking into consideration the recommendations of the Citizen Advisory Committee, the Technical Coordinating Committee, and the Intergovernmental Management Committee. Such a vote will not be taken until Blueprint first holds at least two (2) noticed public hearings with respect to such proposed change. Otherwise the listed projects and programs set forth in Exhibit I, or in Exhibit II, Section a or b, may be amended upon majority vote of the Board.

SECTION 11. ADDITIONAL COUNTY PROJECTS.

A. The 10% share of the Extended 2000 Surtax proceeds dedicated to Leon County projects shall be used for the following purposes as approved by the County Commission on July 10, 2000, and ratified in County Resolution R00-30:

1. Transportation Projects;
2. Stormwater and Water Quality;
3. Parks and Recreation Facilities;

4. Intersection Improvements, Bridges, Sidewalks, Bike Lanes, Bike Paths, Traffic Calming;

5. Greenway and Bike Trails; and

6. Other projects approved by the Board of County Commissioners.

B. The 10% share of the Extended 2020 Surtax proceeds dedicated to Leon County projects may only be used for the following purposes:

1. Transportation Resurfacing Projects;

2. Transportation Intersection Improvement Projects;

3. Other statutorily authorized uses approved by the Board of County Commissioners.

SECTION 12. ADDITIONAL CITY PROJECTS.

A. The 10% share of the Extended 2000 Surtax proceeds dedicated to City of Tallahassee projects shall be used for the following purposes as approved by the City Commission on July 10, 2000, and ratified in City Resolution 00-R-40:

1. Transportation Projects;

2. Stormwater and Water Quality;

3. Parks and Recreation Facilities;

4. Gateway Enhancements;

5. Greenway and Bike Trails; and

6. Other projects approved by the City Commission.

B. The 10% share of the Extended 2020 Surtax proceeds dedicated to City of Tallahassee projects may only be used for the following purposes:

1. Transportation Projects;

2. Stormwater and Water Quality;

3. Parks and Recreational Facilities;

4. Gateway Enhancements;

5. Greenway and Bike Trails; and

6. Other statutorily authorized uses approved by the City Commission.

SECTION 13. REIMBURSEMENT.

The Blueprint Intergovernmental Agency may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Blueprint.

PART VI

FINANCING

SECTION 1. SHARE AND DISTRIBUTION OF SURTAX; ISSUANCE OF BONDS.

A. Extended 2000 Surtax.

As further provided herein, the proceeds of the Extended 2000 Surtax levied as provided by law shall be distributed, as set forth in this Agreement, to the County and the City, or as otherwise specified herein, throughout the term of this Agreement as follows:

Governmental Body	Share of Proceeds
Leon County	50%
City of Tallahassee	50%

As further provided herein, the County and the City hereby irrevocably agree that the Dedicated 2000 Surtax proceeds shall be used for Blueprint 2000 Projects as approved by the County and City Commissions on July 10, 2000, and as further described and set forth in Exhibit I. The County and the City further hereby irrevocably agree that the Dedicated 2000 Surtax proceeds shall be deposited directly into the account of the Blueprint Intergovernmental Agency by the Florida Department of Revenue ("DOR") and irrevocably direct DOR to make

such deposits for the term of such tax. The Intergovernmental Management Committee shall administer the spending of those funds on the Blueprint 2000 Projects.

B. Extended 2020 Surtax.

The proceeds of the Extended 2020 Surtax levied as provided by law shall be distributed in accord with this Agreement into the appropriate trust fund account throughout the term of this Agreement, as follows:

Trust Fund Account	Share of Total Proceeds
Blueprint 2020 Infrastructure Projects	66%
Blueprint 2020 Economic Development Programs	12%
Leon County Projects	10%
City of Tallahassee Projects	10%
Leon County L.I.F.E. Projects	2%

The Parties agree that the Dedicated 2020 Surtax proceeds shall be used for Blueprint 2020 Infrastructure Projects, and Blueprint 2020 Economic Development Programs, as further described in Exhibit II. The Parties shall cause 66% of the Extended 2020 Surtax proceeds to be placed in the Blueprint Intergovernmental Agency, Blueprint 2020 Infrastructure Projects trust fund account, to be created by Blueprint, within ten (10) working days of its receipt. The Parties shall cause 12% of the Extended 2020 Surtax proceeds to be placed in the Blueprint Intergovernmental Agency, Blueprint 2020 Economic Development Programs trust fund account, to be created by Blueprint, within ten (10) working days of its receipt. The Parties shall cause 10% of the Extended 2020 Surtax proceeds to be placed in the Leon County, Leon County Projects trust fund account, to be created by the County, within ten (10) working days of its receipt. The Parties shall cause 10% of the Extended 2020 Surtax proceeds to be placed in the City of Tallahassee, City of Tallahassee Projects trust fund account, to be created by the City, within ten (10) working days of its receipt. The Parties shall cause 2% of the Extended 2020 Surtax proceeds to be placed in the Leon County, Liveable Infrastructure For Everyone Projects

trust fund account, to be created by the County, within ten (10) working days of its receipt. The Intergovernmental Management Committee shall administer the spending of those funds on the projects and programs listed in Exhibit II, Sections a. and b. The Leon County Board of County Commissioners shall administer the spending of those funds on L.I.F.E. Projects listed in Exhibit II, Section c.

SECTION 2. APPROVAL AND ISSUANCE OF BONDS.

In order to finance Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects and Blueprint 2020 Economic Development Programs, and in full compliance with the provisions of this Agreement including Exhibit III, Blueprint may proceed to issue Bonds. The Bonds may be issued by a resolution of the Board of Directors of Blueprint. Such resolution shall be subject to such terms and conditions, and shall provide for the disposition from time to time, of the funds and accounts held under the Bond Resolution, as Blueprint, in its sole judgment and discretion, may provide. The terms and conditions of the Bonds shall be subject to the sole judgment and discretion of Blueprint.

PART VII

MISCELLANEOUS

SECTION 1. ACCUMULATED NET REVENUES.

After completion of all Blueprint 2000 Projects and Blueprint 2020 Infrastructure Projects and Economic Development Programs, and after all expenses and obligations of Blueprint are paid or provided for, unless the City and the County mutually agree to entrust ongoing operational or other responsibilities to Blueprint, Blueprint shall conclude its activities and any surplus revenue over and above expenses of Blueprint and any reserve fund established by the Board of Directors and funded by the budget will be proportionately returned to the City

and the County or other entity in accordance with the Bylaws and policies adopted by the Board, or as provided by any bond resolution or trust indenture adopted by Blueprint for the issuance of bonds or other indebtedness.

SECTION 2. FISCAL CONTROL.

Blueprint shall maintain its financial records in accordance with generally accepted accounting principles. An annual budget shall be adopted by Blueprint. All financial activities shall be audited by a certified public accountant at the conclusion of each fiscal year. Members shall be furnished copies of the annual audit and all other financial records they may from time to time request.

SECTION 3. FILING WITH CLERK OF CIRCUIT COURT.

A copy of this Agreement and all subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Leon County and with such other agencies of the State of Florida as may be required by law.

SECTION 4. FILING AND EFFECTIVE DATE.

This Agreement shall become effective upon the occurrence of all of the following: (a) the execution of this Agreement by the proper officers of the City and the County as of the date set forth above; and (b) upon filing with the Clerk of the Circuit Court of Leon County, Florida, as required by section 163.01(11), Florida Statutes.

SECTION 5. NO IMPAIRMENT OF OBLIGATIONS OF CONTRACT.

Blueprint, the City and the County have incurred their respective obligations under this Agreement based upon the covenants of each of them for the benefit of the other. Blueprint has incurred its obligation under this Agreement based upon the covenants and pledges of the City and the County hereunder. Therefore, it is necessary in order to avoid impairment of the

obligations of contract of the City, the County and Blueprint for the obligations hereunder to be and remain fully enforceable in the manner herein provided.

SECTION 6. NO GENERAL OBLIGATION.

Notwithstanding anything to the contrary herein or in such subsequent resolutions or ordinances, the Bonds shall not constitute "bonds" within the meaning of Article VII, Section 12 of the Constitution and the Statutes of Florida to be approved at an election of the qualified electors of the County and the City. The Bonds shall not constitute a general obligation of the County or the City, the State of Florida or any political subdivision thereof, or a lien upon any property owned or situated within the territorial limits of the County or the City, the State of Florida or any political subdivision thereof. The holders of the Bonds shall not have the right to require or compel any exercise of the taxing power of the County or the City, the State of Florida or any political subdivision thereof to pay the principal or premium, if any, and interest on the Bonds or to make any other payments provided for under any subsequent resolution or ordinance.

SECTION 7. NO DELEGATION.

Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the County or the City or any officers thereof.

SECTION 8. VALIDITY.

If any paragraph, sentence, clause, phrase, or portion of this Second Amended and Restated Interlocal Agreement for any reason is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 9. NO LIABILITY.

No member, agent, officer, official, committee or committee member, or employee of Blueprint shall be liable for any omission, except gross negligence, or for any act of omission or commission by any other member, agent, officer, official, committee or committee member, or employee of Blueprint.

SECTION 10. SEVERABILITY.

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION 11. CONTROLLING LAW; MEMBERS OF THE CITY, BLUEPRINT AND THE COUNTY NOT LIABLE.

All covenants, stipulations, obligations and agreements of the City, Blueprint and the County contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City, Blueprint and the County, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City, Blueprint or the County in its, his or their individual capacity, and neither the members of the governing body of the City, Blueprint or the County nor any official executing this Agreement shall be liable personally or shall be subject to any

accountability by reason of the execution by the City or Blueprint or the County of this Agreement or any act pertaining hereto or undertaking to carry out the obligations imposed by this Agreement upon Blueprint.

SECTION 12. EXHIBITS.

Exhibits I – III, inclusive, and any maps, exhibits or attachments included therein, which are attached hereto, shall be deemed incorporated herein and made a part of this Agreement, as if fully set forth below.

IN WITNESS WHEREOF, Leon County, Florida, and the City of Tallahassee, Florida, have caused this Second Amended and Restated Interlocal Agreement to be executed by duly authorized officers thereof as of the 9th day of December, 2015.

LEON COUNTY, FLORIDA

By: _____
BILL PROCTOR, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED:
BOB INZER, CLERK OF COURT
& COMPTROLLER
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
HERBERT W. A. THIELE
COUNTY ATTORNEY

CITY OF TALLAHASSEE

By: _____
ANDREW GILLUM
MAYOR

ATTESTED:

By: _____
JAMES O. COOKE, IV
CITY TREASURER-CLERK

APPROVED AS TO FORM:

By: _____
LEWIS E. SHELLEY, ESQ.
CITY ATTORNEY

EXHIBIT I – Blueprint 2000 Projects

a. Map 2A: Widening of Capital Circle NW from I-10 to Blountstown Hwy; (includes six lanes from I-10 to Tennessee Street without service roads, four lanes from Tennessee Street to Blountstown Hwy., and two interchanges); Water resource protection through greenway linkages, floodplain acquisition, protection and restoration of Gum Swamp system.

b. Map 4: Widening of Capital Circle SE from Crawfordville Hwy. to St. Augustine Road; (Includes portion of Tram Road ROW for future transit; acquisition of environmentally sensitive areas and greenway connection between St. Marks Trail and Southwood; deletes proposed interchanges at Apalachee Parkway and Crawfordville Road).

c. Map 3: Franklin Boulevard improvements, roundabout at Franklin/Meridian/Gaines intersection; Reconstruction of Cascades Park with series of lakes for stormwater retrofit of urban area; Reconstruction of St. Augustine Branch as urban waterway with series of lakes for stormwater treatment; acquisition of land for phase II stormwater improvements along the central drainage ditch, greenways throughout the system and trailhead development.

d. Water Quality Program - Funding for stormwater and water quality retrofit to be split 50/50 between City and County (includes $10 million for retrofit and drainage improvements in Frenchtown watershed and $5 million for various County retrofit projects in the urban area previously identified as high priority).

e. Map 7 : Phase I-Eastern Leon County groundwater and floodplain protection.

f. Map 6: Lafayette Basin floodplain/greenway land acquisition for future stormwater improvements and greenway connection from Lafayette Heritage Trail to Miccosukee greenway.

g. Map 2B: Widening of Capital Circle SW from Blountstown Hwy. to Springhill Road; includes (Option 1-Realignment; includes ROW, construction, and stormwater for roadway improvements only, and land acquisition for future greenway).

h. Map 2C: Widening of Capital Circle SW from Springhill Road to Crawfordville Road; (includes ROW, construction, and stormwater for roadway improvements only and land acquisition for future greenway).

i. Map 5B: Land acquisition only for greenway linkages between Maclay Gardens, Timberlane Ravine, Goose Pond, and Tom Brown Park.

j. Map 3, Segment 4: Old St. Augustine Branch stormwater improvements (Gamble Street to confluence with Munson Slough).

k. Gaines Street Reconstruction and extension of Jackson Bluff Road ($17 million).

l. Map 6: Widening of Mahan Drive from Dempsey Mayo Road to I-10, and stormwater improvements for roadway and Lake Lafayette; trail head development.

m. Map 2B/2C: Airport Gateway-Connector from Capital Circle SW to Lake Bradford Road.

n. Map 7: Phase II-Eastern Leon County groundwater and floodplain protection.

o. Map 1: Fred George and Ochlockonee River Basins stormwater improvements, groundwater protection, and greenway acquisition.

p. Map 5A: Meridian Road intersection improvements and greenway connections from Timberlane Ravine to Klapp-Phipps-Overstreet Park.

q. Water quality program funding-Phase II.

r. Map 5B: Lake Lafayette Basin stormwater improvements and floodplain protection.

s. Map 2C: Springhill Road ROW and construction; stormwater system and improvements from Springhill Road east to Indianhead Acres; greenways/trail development.

t. Map 2B: Black Swamp restoration, regional stormwater pond, and Cascades to Munson slough greenway trail development.

u. Map 4: Tram Road ROW and construction; interchange at Crawfordville Road.

v. Map 2B: Roadway improvements connecting Capital Circle SW and Springhill Road and interchange at Orange Avenue and Capital Circle SW.

w. Map 2A: Service Roads (Capital Circle NW).

EXHIBIT II – Blueprint 2020 Infrastructure Projects; Blueprint 2020 Economic Development Programs; L.I.F.E. Projects

Section a. BLUEPRINT 2020 INFRASTRUCTURE PROJECTS

Blueprint 2020 Infrastructure Projects are described as follows: (Projects 1-27 represent first priority projects, and Projects 28-29 represent second priority projects):

Project 1, Capital Circle Southwest: Funding to widen Capital Circle Southwest from Orange Avenue to Crawfordville Road (includes ROW, construction, stormwater for roadway improvements, water quality enhancements, and land acquisition for future greenway) (Exhibit 1).

Project 2, Westside Student Corridor Gateway: Funding to widen West Pensacola Street from Capital Circle Southwest to Appleyard Drive (includes ROW, construction, stormwater for roadway improvements, and land acquisition for future greenway). Also includes funding for stormwater improvements in the Gum Creek/West Drainage Ditch, the gateway features and neighborhood connectivity (Exhibit 2).

Project 3, Airport Gateway: Springhill Road and Lake Bradford Road: Funding to perform roadway improvements to Springhill Road from Capital Circle Southwest to Orange Avenue and Lake Bradford Road from Orange Avenue to Gaines Street (includes ROW, construction, gateway streetscaping, stormwater for roadway improvements, and enhanced landscape) (Exhibit 3).

Project 4, Southside Gateway Enrichment: Funding to widen Woodville Highway from Capital Circle Southwest to Tram Road (includes ROW, construction,

gateway streetscaping, and stormwater for roadway improvements) enhanced landscape of Crawfordville Highway and stormwater facilities, and neighborhood connectivity (Exhibit 4).

Project 5, North Monroe Gateway: Funding to develop gateway enhancements for North Monroe Street from I-10 to 7th Avenue (includes signage, art, crosswalks and other pedestrian safety enhancements) (Exhibit 5).

Project 6, Build Bike Route System: Funding in the amount of $15 million of Dedicated 2020 Surtax proceeds will be used to continue implementation of a Bicycle and Pedestrian Master Plan (Exhibit 6).

Project 7, County/City Sidewalk Projects: Funding in the amount of $50 million of Dedicated 2020 Surtax proceeds will be used for sidewalks to be split 50/50 between County and City (Exhibit 7).

Project 8, Implement Greenways Master Plan Phase I: Funding in the amount of $15.8 million of Dedicated 2020 Surtax proceeds will be used to continue implementation of the Greenways Master Plan (Exhibit 8).

Project 9, Northwest Connector Corridor: Funding to widen Tharpe Street from Ocala Road to Capital Circle Northwest (includes ROW, construction, stormwater for roadway improvements, and land acquisition for future greenway). Also includes funding for Park Place Recreational Area and neighborhood connectivity (Exhibit 9).

Project 10, Lake Lafayette and St. Marks Regional Linear Park: Funding to develop Lake Lafayette and St. Marks Regional Linear Park (includes construction, stormwater study and improvements, and land acquisition for future

greenway) and stormwater and recreation improvements in Tom Brown Park (Exhibit 10).

Project 11, Market District Activity Center Connectivity: Funding to implement the Market District Corridor Placemaking Action Plan (includes construction, stormwater improvements, greenway connections, streetscaping, and gateway enhancements) (Exhibit 11).

Project 12, Midtown Placemaking: Funding to implement the Midtown Placemaking Action Plan (includes construction, stormwater improvements, streetscaping, and gateway enhancements) (Exhibit 12).

Project 13, College Avenue Placemaking: Funding to implement the College Avenue Placemaking Action Plan (includes construction, stormwater improvements, streetscaping, and gateway enhancements) (Exhibit 13).

Project 14, Monroe-Adams Corridor Placemaking: Funding to implement the Monroe-Adams Corridor Placemaking Action Plan (includes construction, stormwater improvements, underground utilities, streetscaping, and gateway enhancements) (Exhibit 14).

Project 15, Northeast Corridor Connector: Funding to widen Bannerman Road from Thomasville Road to Tekesta Drive (includes ROW, construction, stormwater for roadway improvements, and land acquisition for future greenway), multi-use trails, greenway and neighborhood connectivity (Exhibit 15).

Project 16, StarMetro: Funding in the amount of $12.25 million of Dedicated 2020 Surtax proceeds will be used to provide bus stop amenities (including bench, shelter, or other structure). Also includes funding to make bus stops ADA

compliant and enhance service for customers at major transfer points (Exhibit 16).

Project 17, Operating Costs for Parks Built with Surtax Funds: Funding in the amount of $20 million of Dedicated 2020 Surtax proceeds will be used for the operation and maintenance of parks to be split County (50%) and City (50%) (Exhibit 17).

Project 18, Desoto Winter Encampment: Funding to develop the Desoto Winter Encampment site (Exhibit 18).

Project 19, Northeast Park: Funding to develop a Northeast Park (Exhibit 19).

Project 20, Water Quality and Stormwater Improvements: Water Quality Program: Funding in the amount of $85 million of Dedicated 2020 Surtax proceeds will be used for stormwater, sewer and/or water quality retrofit to be split 50/50 between County and City (Exhibit 20).

Project 21, Florida A&M Entry Points: Funding to develop entry points to Florida A&M University at Osceola Street/Adams Street and Perry Street/Gamble Street (Exhibit 21).

Project 22, Orange/Meridian Placemaking: Funding to implement the Orange/Meridian Placemaking project (includes construction, stormwater improvements, streetscaping, and bus stop enhancements) (Exhibit 22).

Project 23, Beautification and Improvements to the Fairgrounds: Funding to construct improvements to the fairgrounds (Exhibit 23).

Project 24, Orange Avenue Widening from Adams Street to Springhill Road: Funding to widen Orange Avenue from Adams Street to Springhill Road

(includes ROW, construction, and stormwater for roadway improvements) (Exhibit 24).

Project 25, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure

Phase I: Funding to develop Welaunee Boulevard from Fleischman to Shamrock, and two-lane Shamrock Way extension from Centerville to Welaunee Boulevard North (includes ROW, construction, stormwater for roadway improvements). Project shall be conditioned upon: (i) reimbursement by developer(s) to Blueprint for any developer(s) required transportation improvements (reasonable repayment timelines would be established); (ii) Any cost (inclusive of right of way) related to the greenway may be used as a direct offset to any developer(s) required transportation improvement costs; (iii) that portion of the project involving land owned by the City of Tallahassee will only require reimbursement if sold and developed privately; and (iv) anticipated developer(s) reimbursements are to be recognized as potential future resources for Blueprint (Exhibit 25).

Project 26, Alternative Sewer Solutions Study: Funding to study and develop preferred options for management alternatives to traditional onsite sewage treatment and disposal systems in the unincorporated areas of Leon County, including the Primary Springs Protection Zone; identify preferred options for responsible management entities, including recommendations for financing and management structures for identified preferred options; recommend regulatory measures; identify other issues related to sewage treatment and disposal system financing (Exhibit 26).

Project 27, Tallahassee-Leon County Animal Service Center: Funding for capital improvements to the Tallahassee-Leon County Animal Service Center (Exhibit 27).

Project 28, Implement Greenways Master Plan Phase II: Funding to continue implementation of the Greenways Master Plan (Exhibit 28).

Project 29, Northeast Gateway: Welaunee Critical Area Plan Regional Infrastructure Phase II: Funding to develop Welaunee Boulevard North from Shamrock Way to Roberts Road, and Shamrock Way, from Welaunee Boulevard to U.S. 90 (includes ROW, construction, stormwater for roadway improvements). Funding also includes improvements to the Miccosukee Canopy Road Greenway trailhead at the intersection of Fleischmann Road and Crump Road. Second priority implementation shall not occur until such time as adequate transportation connections north of Roberts Road, to allow the traffic to flow through to Thomasville Road, have been identified and funded (Exhibit 29).

Section b. BLUEPRINT 2020 ECONOMIC DEVELOPMENT PROGRAMS

Blueprint 2020 Economic Development Programs are described as follows:

1. Madison Mile Convention District: Up to $20 million of Dedicated 2020 Surtax proceeds will be used to construct a convention center on or near the existing Donald L. Tucker Civic Center site as part of a larger Florida State University redevelopment and master planning effort to attract a full service hotel to the Madison District. The final determination on the level of funding to be provided and the time period for said funding is subject to approval by

Blueprint at the time of project consideration and the execution of formal agreements among all parties to the project.

2. International Airport Growth and Development (Part I): Up to $5.5 million of Dedicated 2020 Surtax proceeds will be used to upgrade existing hanger facilities at the Tallahassee International Airport, provide the necessary utility infrastructure to construct additional hangers, and develop 1,000 acres of airport property for lease. Funding is subject to approval by Blueprint at the time of project consideration.

3. International Airport Growth and Development (Part II): Up to $8.6 million of Dedicated 2020 Surtax proceeds will be used to create an international passenger processing facility, support international user fee expenses, and provide additional training support to Airport staff in accordance to the Tallahassee International Airport's Ten-Year Growth and Development Plan.

4. The following proposals are to be evaluated by the EDCC for consideration, as recommended by the Leon County Sales Tax Committee, and recommendations are to be forwarded to Blueprint regarding the utilization of the Dedicated 2020 Surtax proceeds in accordance with Part V. Section 6.A of the Agreement, as follows:

    A. Entrepreneurial Development Fund: This proposal provides a source of funding from which to enhance present and develop new entrepreneurial support programs.

B. Minority & Women Business Investment Fund: This proposal provides microloans to help minority and women owned small businesses and entrepreneurs.

C. Technology & Innovation Incubators: This proposal provides funds to be used to support existing incubation programs and/or start new ones.

D. Business Retention, Expansion & Attraction Fund: This proposal provides the community a toolkit to grow local businesses and attract companies that pay higher than average wages.

E. Economic Opportunity Rapid Response Fund: This proposal provides resources to quickly leverage and close the gap between state incentives and project needs.

F. Quantum Leaps & Signature Festivals: This proposal seeks to grow and support Tallahassee as a cultural destination through festivals and the arts by providing grants for festivals that draw tourists, grants to support new and expanding cultural offerings, and grants to propel cultural organizations to a new level of sustainability.

G. South Monroe / Adams Corridor Catalyst: This proposal provides aesthetic and community funding associated with the Monroe-Adams Street Corridor Action Plan, funding to support an additional Florida A&M University (FAMU) Small Business Development Center location on the Southside over a ten-year period, and funding for the FAMU Urban Agriculture Project to increase access to locally grown

foods and increase urban farming and related business opportunities through workforce training.

H. Raising the Ship Talent Development: This proposal provides funding for an in-depth assessment of job seekers and estimated employment needs, capital funding for a Southeast Regional Center of Excellence, and programmatic funding to support a Socially Responsible Enterprise.

5. Additional economic development projects and staffing needs including, but not limited to, the following uses:

A. Staffing needs specific to economic development.

B. Project and program consultants specific to economic development.

C. Other key economic development projects and opportunities that may arise over the Term of this Agreement.

Section c. LIVABLE INFRASTRUCTURE FOR EVERYONE (L.I.F.E.) PROJECTS.

The two percent (2%) share of the Extended 2020 Surtax proceeds which are dedicated to L.I.F.E. Projects shall be used for the purpose of funding the L.I.F.E. Projects in both the incorporated and unincorporated areas of Leon County, by addressing core infrastructure needs therein. Use of the two percent (2%) share of the Extended 2020 Surtax proceeds for L.I.F.E. Projects must be authorized by the Board of County Commissioners.

EXHIBIT III
SUPPLEMENTAL FINANCING PROVISIONS

SECTION 1. BOND ISSUANCE; USE; LIEN.

A. Pursuant to provisions of the Florida Interlocal Cooperation Act, Blueprint may issue bonds or other debt obligations (previously defined herein as the "Bonds") from time to time, in various series, to finance and refinance the Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, and Blueprint 2020 Economic Development Programs. Such Bonds shall be issued upon such terms, containing such provisions, bearing interest at such lawful rates, including variable rates, and supported by such other documents to be issued as may hereafter be established by Blueprint.

B. The proceeds of the Bonds shall be deposited and used for such purposes and under such conditions as set forth herein and in resolutions subsequently adopted by the Board of Directors.

C. The Bonds shall be secured by a first priority lien and pledge of the Dedicated 2000 Surtax and Dedicated 2020 Surtax, with such coverages as to payment of Debt Service Payments and other charges as shall be provided in the Bond Resolution. Thereafter, such part of the Dedicated 2000 Surtax and Dedicated 2020 Surtax as shall be legally available therefor may be used to pay costs of planning of Blueprint for the construction or implementation of the Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, and Blueprint 2020 Economic Development Programs, including budgeted expenses of the administration and operation of Blueprint. In no event will Dedicated 2000 Surtax or Dedicated 2020 Surtax proceeds be utilized to pay or reimburse maintenance or other expense items for which such proceeds may not be lawfully expended.

SECTION 2. NO MORTGAGE OF BLUEPRINT 2000 PROJECTS, BLUEPRINT 2020 INFRASTRUCTURE PROJECTS, OR BLUEPRINT 2020 ECONOMIC DEVELOPMENT PROGRAMS.

Neither the City, the County, nor Blueprint will mortgage, pledge or otherwise encumber Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, Blueprint 2020 Economic Development Programs or Project Sites during the term of this Agreement.

SECTION 3. SURPLUS FUNDS.

Any surplus funds, accounts or revenues arising from the operations of the Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, or Blueprint 2020 Economic Development Programs, or otherwise held under this Agreement or the Bond Resolution, as applicable, after making provision for all other obligations with respect to this Agreement, including the Bonds, Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, and Blueprint 2020 Economic Development Programs shall, at the option of Blueprint, be used either for additional improvements to such projects, retirement of Bonds, or for any lawful purposes of Blueprint.

SECTION 4. COVENANTS OF THE CITY AND THE COUNTY.

From the date hereof and until the principal of, premium, if any, and interest on the Bonds are paid or defeased as provided in the Bond Resolution, the City and the County covenant and agree with each other and with Blueprint and the Bondholders as follows:

A. To secure the obligations of Blueprint under the Bond Resolution for the benefit of the Bondholders, the City hereby pledges, and grants to the Bondholders an irrevocable lien upon, the City's Share of the Dedicated 2000 Surtax and Dedicated 2020

Surtax for payment in the manner herein provided, effective without further act of the City or any filing except as required in Section 5 of Part VII of the Agreement.

B. To secure the obligations of Blueprint under the Bond Resolution for the benefit of the Bondholders, the County hereby pledges, and grants to the Bondholders an irrevocable lien upon, the County's Share of the Dedicated 2000 Surtax and Dedicated 2020 Surtax for payment in the manner herein provided, effective without further act of the County or any filing except as required in Section 5 of Part VII of the Agreement.

C. The obligations of the City for the payment of the City's Share and the County for the payment of the County's Share shall be in the manner and as provided in this Agreement, however, no such payments shall be required to be made by the City or the County except, respectively, from the City's Share and the County's Share, but any failure to pay by a Party shall not reduce the liability of such Party for the full amounts of its obligations hereunder, or the obligations of the other Party to make such Party's payment. The City and the County will pay, or cause payments to be made, in the manner and at the times provided in this Agreement.

D. Application of Proceeds.

1. Commencing with the first deposits of the Extended 2000 Surtax on or following December 31, 2004, and continuing to and including December 31, 2019, the Dedicated 2000 Surtax shall be deposited directly by the Department of Revenue of the State of Florida to the account of Blueprint, for application as provided herein and in the Bond Resolution, and the City and the County each agree that such funds shall be payable directly to the account of Blueprint. The City and the County each agree to provide written direction to DOR and take all actions necessary to cause the

Dedicated 2000 Surtax proceeds to be deposited directly into the designated account of Blueprint.

2. Commencing with the first deposits of the Extended 2020 Surtax on or following December 31, 2019, and continuing to and including December 31, 2039, the Dedicated 2020 Surtax shall be deposited directly by the Department of Revenue of the State of Florida to the account of Blueprint, for application as provided herein and in the Bond Resolution, and the City and the County each agree that such funds shall be payable directly to the account of Blueprint. The City and the County each agree to provide written direction to DOR and take all actions necessary to cause the Dedicated 2020 Surtax proceeds to be deposited directly into the designated account of Blueprint.

E. The County shall include in its annual budget and appropriate, but only from the County's Share, the payments required to be made by the County hereunder. In no event shall the County be required to make any payments required hereunder except from the County's Share.

F. The City shall include in its annual budget and appropriate, but only from the City's Share, the payments required to be made by the City hereunder. In no event shall the City be required to make any payments required hereunder except from the City's Share.

G. The City and the County shall each prepare, approve and adopt each year, in the manner provided by law, a detailed annual budget pursuant to which they shall each allocate, appropriate, and provide for payment of their respective shares of the Dedicated 2000 Surtax and Dedicated 2020 Surtax to or for the account of Blueprint for the ensuing Fiscal Year in the amounts and at the times provided herein. The covenant and agreement on

the part of each of the City and the County to budget and appropriate such amounts shall be cumulative and shall continue each Fiscal Year until all required payments have been budgeted, appropriated and actually paid by the City, and by the County, as provided in this Agreement. Copies of the City's and the County's annual budgets shall be available for inspection at the respective offices of the City and the County and shall be provided to any Bondholder, letter of credit provider or credit facility provider ("Credit Facility Provider") and to the rating agencies who shall provide ratings with respect to the Bonds ("Rating Agencies"), requesting the same who shall pay the costs of reproduction and postage.

The City and the County shall each revise their respective annual budgets from time to time as necessary, to make provision for the payment of the amounts provided hereby.

H. The County shall keep separately identifiable financial accounts and data concerning the collection or deposit of the County's Share of the Dedicated 2000 Surtax and Dedicated 2020 Surtax and the City shall keep separately identifiable financial accounts and data concerning the collection or deposit of the City's Share of the Dedicated 2000 Surtax and Dedicated 2020 Surtax and any Bondholder, Credit Facility Provider and Rating Agencies shall have the right at all reasonable times to inspect the same, to the extent provided in the Bond Resolution.

I. The City and the County shall, as soon as practicable after the end of each Fiscal Year, cause the books, records, accounts and data relating, respectively, to the City's Share and the County's Share of the Dedicated 2000 Surtax and Dedicated 2020 Surtax for such Fiscal Year to be properly audited by an independent certified public accountant of recognized standing. A copy of the respective audits shall be available for inspection at the offices of the City and the County without cost and shall be promptly furnished to the

original purchaser of the Bonds and provided to any Bondholder, Credit Facility Provider and Rating Agencies requesting the same who shall pay the cost of reproduction and postage, to the extent provided in the Bond Resolution.

J. The pledge by the City of the City's Share and the County of the County's Share of the Dedicated 2000 Surtax and Dedicated 2020 Surtax, shall not constitute or create a lien, either legal or equitable, on any of the City's or the County's respective ad valorem revenues or funds. No holder of the Bonds shall ever have the right to compel any exercise of the ad valorem taxing power of the City or the County to make the payments herein provided against any property of the City or the County, except for the Dedicated 2000 Surtax and Dedicated 2020 Surtax expressly pledged by this Agreement, nor shall this Agreement or the Bonds constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the County, except as expressly herein provided. Neither the City nor the County shall ever be required to levy ad valorem taxes on any property within its boundaries to pay either of their share of debt service payments or any other payments herein provided.

K. Any funds held hereunder or from which payments are to be made pursuant hereto, whether in the accounts of the City, the County, Blueprint or the DOR, in the amounts and at the times herein provided, shall constitute trust funds to secure the payments required to be made to the Bondholders hereunder, and until such transfer and deposit, the public official holding such funds shall act as trustee of such moneys, for the purposes hereof and such moneys shall be kept separate and distinct from all other funds of the City and the County and shall be used only as provided herein.

L. The City and the County are each currently receiving the Extended 2000 Surtax, having taken all actions required by law, respectively, to entitle each of them to receive the same. The City and the County will each (i) take all actions required by law to entitle each of them to receive their respective share of the Extended 2000 Surtax, and (ii) diligently enforce their respective rights to receive the Extended 2000 Surtax, and (iii) will not take any action which will impair or adversely affect their rights to receive such funds (or their direction to the DOR for such funds to be paid directly to Blueprint) or impair or adversely affect in any manner the pledges of such funds made herein. The City and the County, shall each be unconditionally and irrevocably obligated to take all lawful action necessary or required to continue the entitlement of each to receive their share of the Extended 2000 Surtax and Extended 2020 Surtax as now provided by law or as may later be authorized, and to make, or cause to be made, the transfers of the Dedicated 2000 Surtax and Dedicated 2020 Surtax required by this Agreement, so long as any of the Bonds are outstanding or unpaid, and until this Agreement shall be terminated or shall expire.

M. In no event shall the City or the County be required, in discharging its covenants and obligations under this Agreement, to pledge or appropriate any funds or revenues of the City or the County, except from their respective share of the Dedicated 2000 Surtax and Dedicated 2020 Surtax.

N. Neither the City nor the County will issue other obligations, including any obligations that may be issued on parity with their respective obligations hereunder, from the Dedicated 2000 Surtax or the Dedicated 2020 Surtax, or any portion thereof, or voluntarily create or cause to be created any additional debt, lien, pledge, assignment, encumbrance or

other charge having priority to, being on a parity with or junior to their respective obligations hereunder, upon the Dedicated 2000 Surtax or the Dedicated 2020 Surtax.

SECTION 5. INFORMATION TO BE MADE AVAILABLE.

A. The City and the County shall each, upon request, furnish to Blueprint all such information, certificates, certified copies of official proceedings, engineering reports, feasibility reports, information relating to its agreements, financial statements, opinions of counsel (including the opinion required by subsection (B) hereof), official statements and other documents as Blueprint shall be reasonably requested to deliver pursuant to the Bond Resolution.

B. The City and the County shall each, at the time requested by Blueprint, cause an opinion or opinions to be delivered by one or more attorneys or firms of attorneys satisfactory to Blueprint with respect to (i) the authorization, execution and validity of this Agreement as it relates to the Bonds or other obligations outstanding secured by a pledge of sales tax revenues available to the Intergovernmental Agency, (ii) the legality under the terms and conditions of this Agreement, as it relates to the holders of such Bonds, of the performance by each Party, and (iii) in such other form as may be required under the Bond Resolution or Bond Purchase Agreement executed in connection with the sale and delivery of the Bonds.

C. The City and the County shall each provide to Blueprint, or its designees, on a timely basis and in such form as shall be reasonably requested by either, any and all documents, releases, financial statements and other information necessary to enable Blueprint to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission promulgated under the

Securities Exchange Act of 1934 (the "Rule"), now or hereafter imposed by the United States of America, the State of Florida, or any political subdivision or agency of either having jurisdiction over the issuance of any debt obligations, by law, judicial decision, regulation, rule or policy. Such information shall also be provided by each Party from time to time promptly following the occurrence of a "material event" as described in the Rule, and as otherwise may be requested by Blueprint, or its designees, but in any case, no less frequently than shall enable Blueprint or the underwriters or broker/dealers of the obligations of Blueprint to comply with any such law, judicial decision, regulation, rule or policy.

In addition to the foregoing, each Party will provide to Blueprint, or its designee, annually, promptly upon its preparation, but no later than one hundred twenty (120) days after the end of its Fiscal Year, a copy of its annual audit and such other financial and other records as may be required by the issuer of any credit facility or bond insurance policy or other security instrument securing all or any part of Blueprint's bonds or other indebtedness (collectively, a "Bond Insurer").

Each Party further agrees to enter into a continuing disclosure agreement or other undertaking, from time to time, as may be reasonably required by the original purchasers of the Bonds in order to comply with the Rule.

SECTION 6. REMEDIES.

The Bondholders and any trustee for the Bondholders may sue to protect and enforce any and all rights, granted or available to the Bondholders under all Parts of the Agreement, except for Part V of the Agreement, or existing under the laws of the State of Florida or the United States of America, including the rights to the appointment of a receiver, and may take all steps to enforce and collect such funds and other charges as shall become delinquent

to the full extent and in the manner permitted or authorized by the Bond Resolution and the laws of the State of Florida and the United States of America.

SECTION 7. AUTHORIZED DEPOSITORIES.

All deposits of funds required under this Agreement shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

SECTION 8. CONTRACT WITH INTERGOVERNMENTAL AGENCY; ASSIGNMENT.

The City and the County acknowledge that the Bondholders will rely on the pledges, covenants and obligations created pursuant to all Parts of the Agreement, except for Part V, for the benefit of the Bondholders, and such Parts of this Agreement shall be deemed to be and constitute a contract between the City, the County, Blueprint and the Bondholders upon the issuance of Bonds, on the date of execution hereof by all parties, and the filing of the Agreement in accordance with Section 4 of Part VII of the Agreement. The County and the City hereby authorize Blueprint to pledge and assign each of their respective obligations under the Agreement for the benefit of the Bondholders in the manner as shall be provided by the Agreement and the Bond Resolution, or other resolutions of Blueprint.

SECTION 9. MODIFICATION OR AMENDMENT.

A. Neither the passage of bond resolutions or other resolutions for the issuance of debt, nor any amendments or supplements thereto shall be adopted or later amended to have the effect of enlarging the obligations of the City or the County hereunder or otherwise

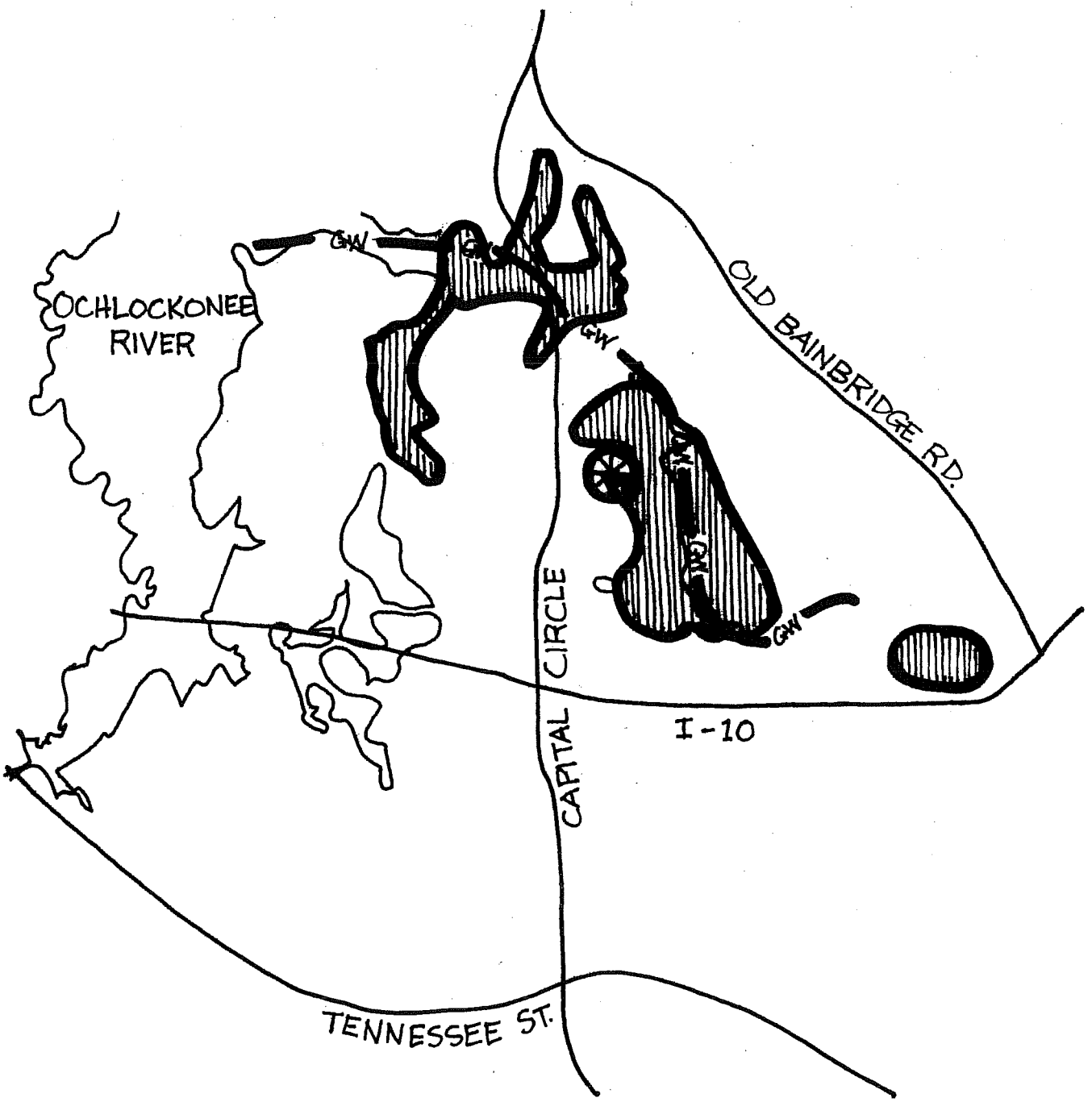
adversely affecting the rights or interests of the City or the County, without the written consent thereto of the party adversely affected thereby.

B. Part V of the Agreement may be amended with the written consent of the County and the City.

C. Except as provided in subsection B above, no modification or amendment of any other Part of this Agreement or any agreement amendatory hereof or supplemental hereto materially adverse to the rights or interests of the Bondholders may be made without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of the Bonds then outstanding, or as may otherwise be provided in any Bond Resolution, but no modification shall permit a change that would (a) affect the unconditional promise of the City to collect, or cause the collection of, the City's Share or the County to collect, or cause the collection of, the County's Share, or, in each case, the pledge thereof as provided in this Exhibit, respectively, or (b) reduce such percentage of holders of the Bonds required above for such modifications or amendments, without the consent of all the Bondholders. Provided, however, that if any Bonds shall be insured, the Bond Insurer may give the requisite consent otherwise required of the Bondholders for such Bonds that may be insured and consent of the Bond Insurer shall be required to the extent provided by the Bond Resolution.

Exhibit I – Blueprint 2000 Projects

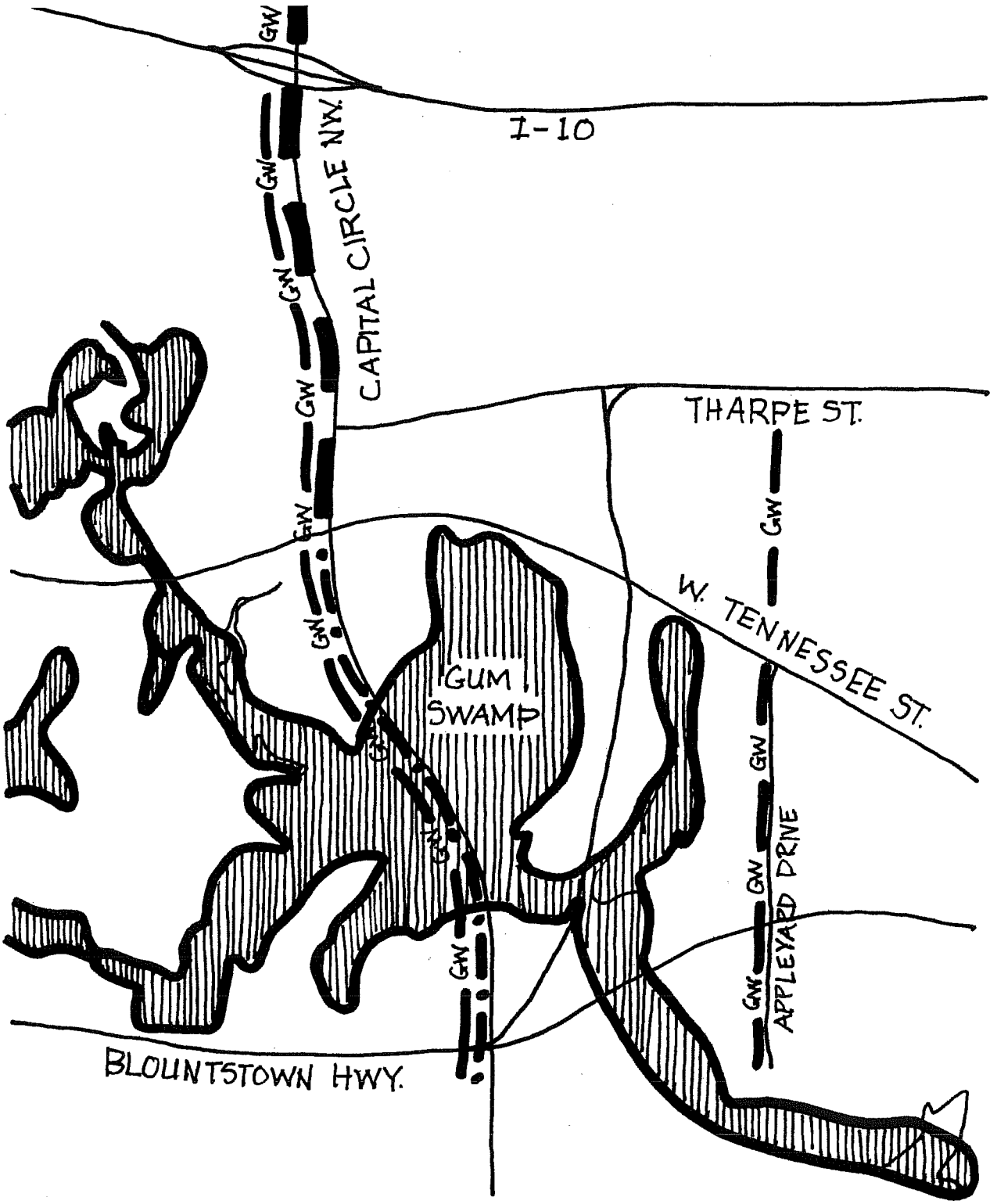
Maps 1; 2A-C; 3; 4; 5A-B; 6 and 7



Project Map 1

Legend

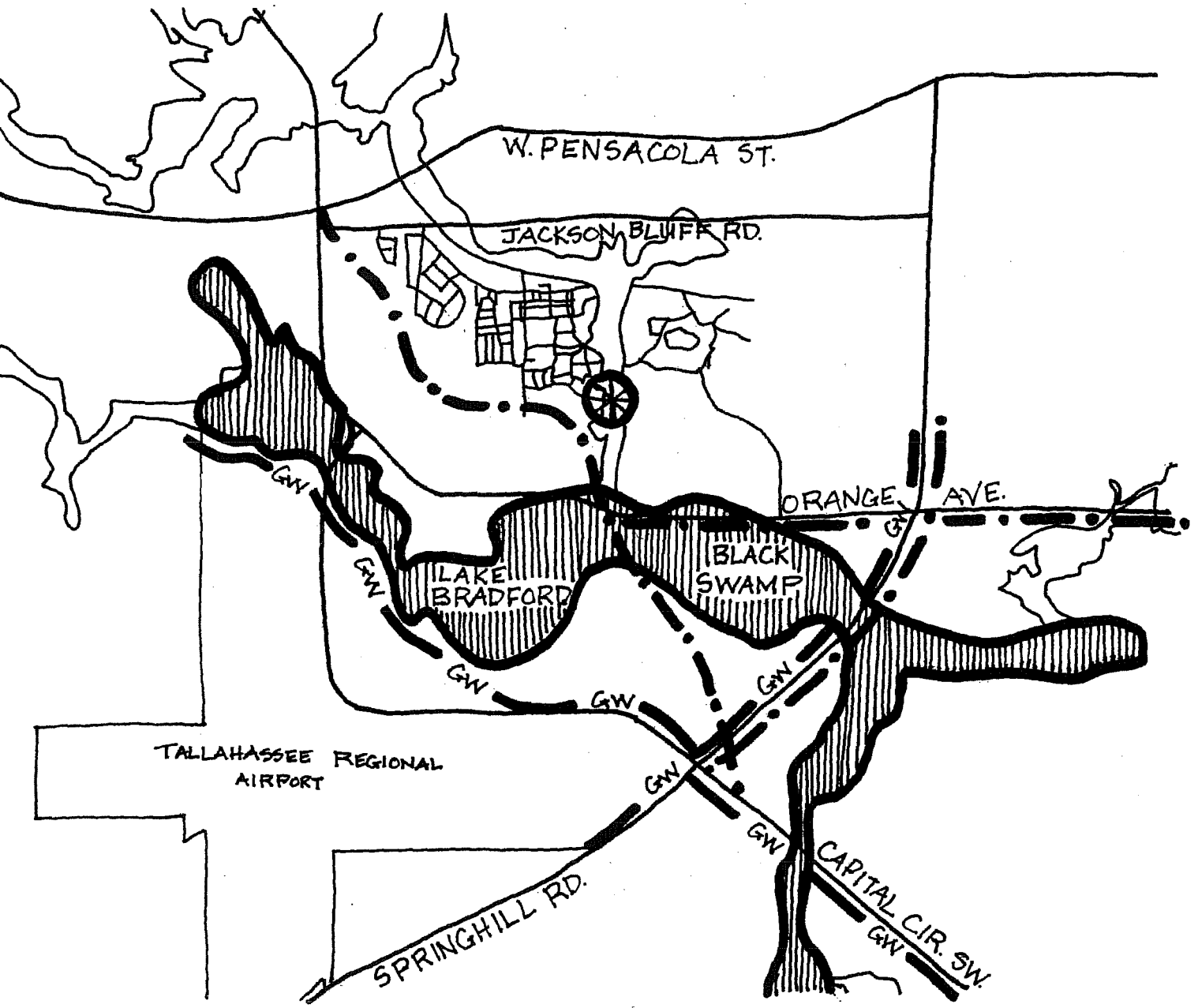
Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (Four Lanes)	-GW- Greenway Connections



Project Map 2A

Legend

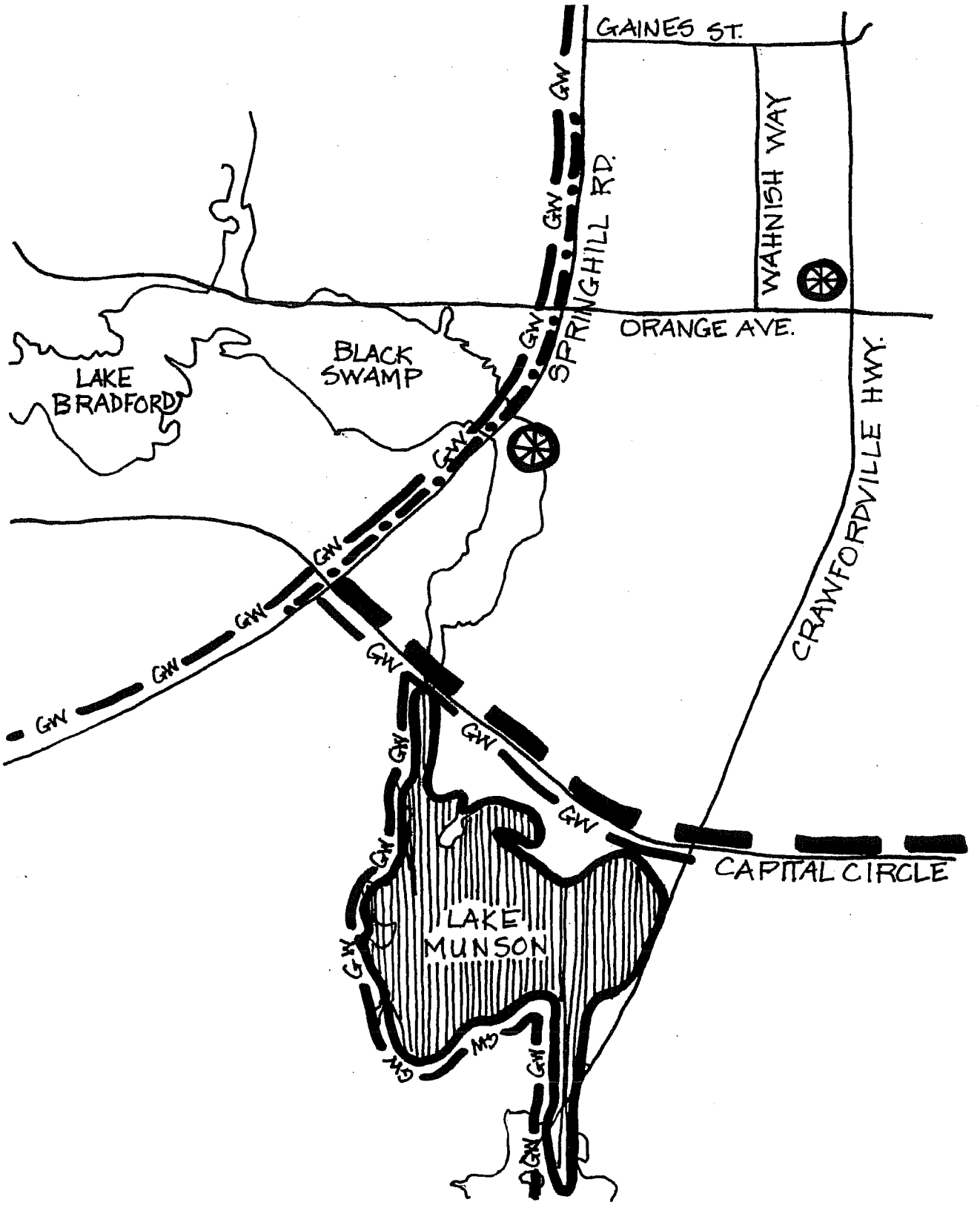
Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (Four Lanes)	-GW- Greenway Connections



Project Map 2B

Legend

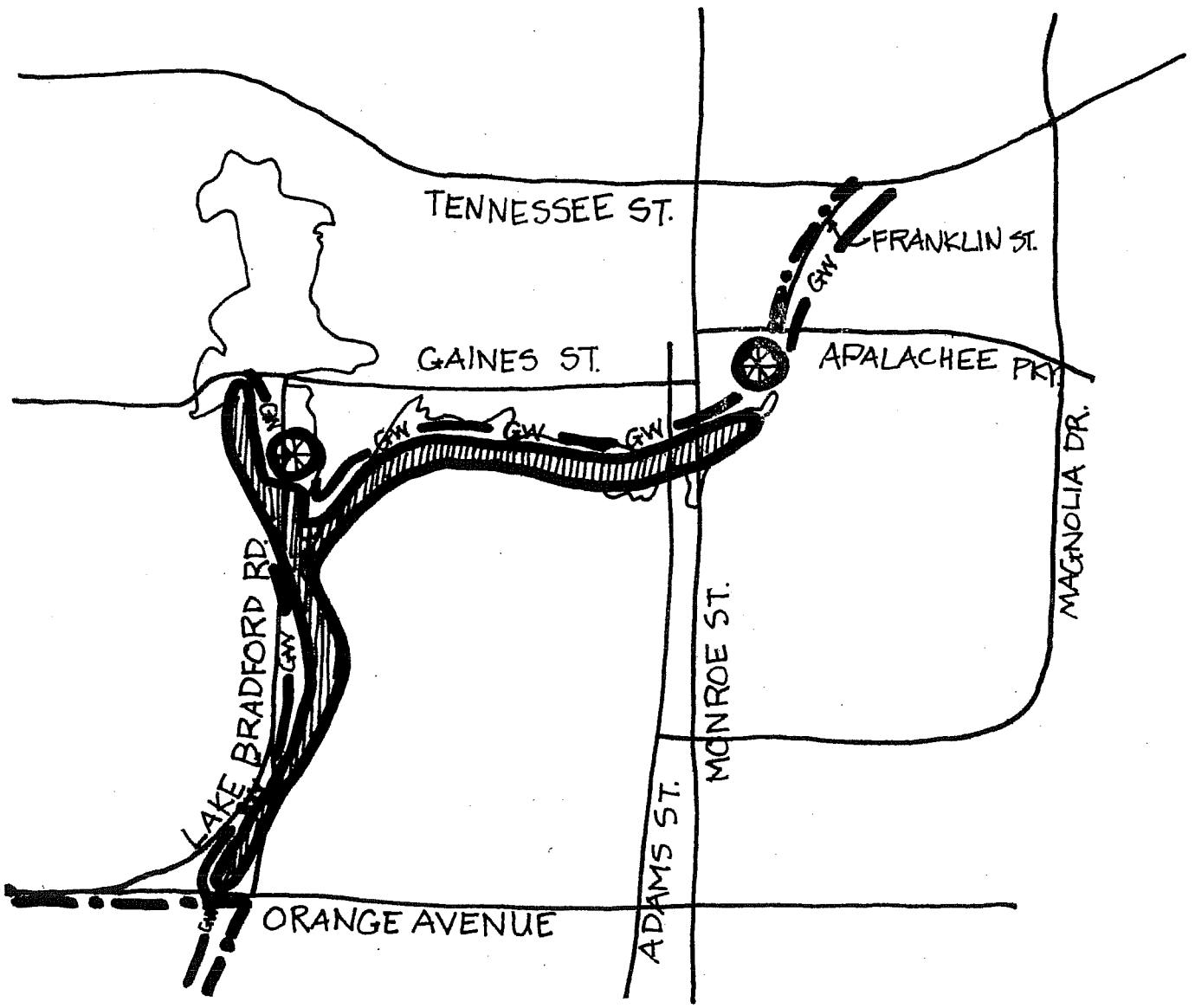
Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (Four Lanes)	-GW- Greenway Connections



Project Map 2C

Legend

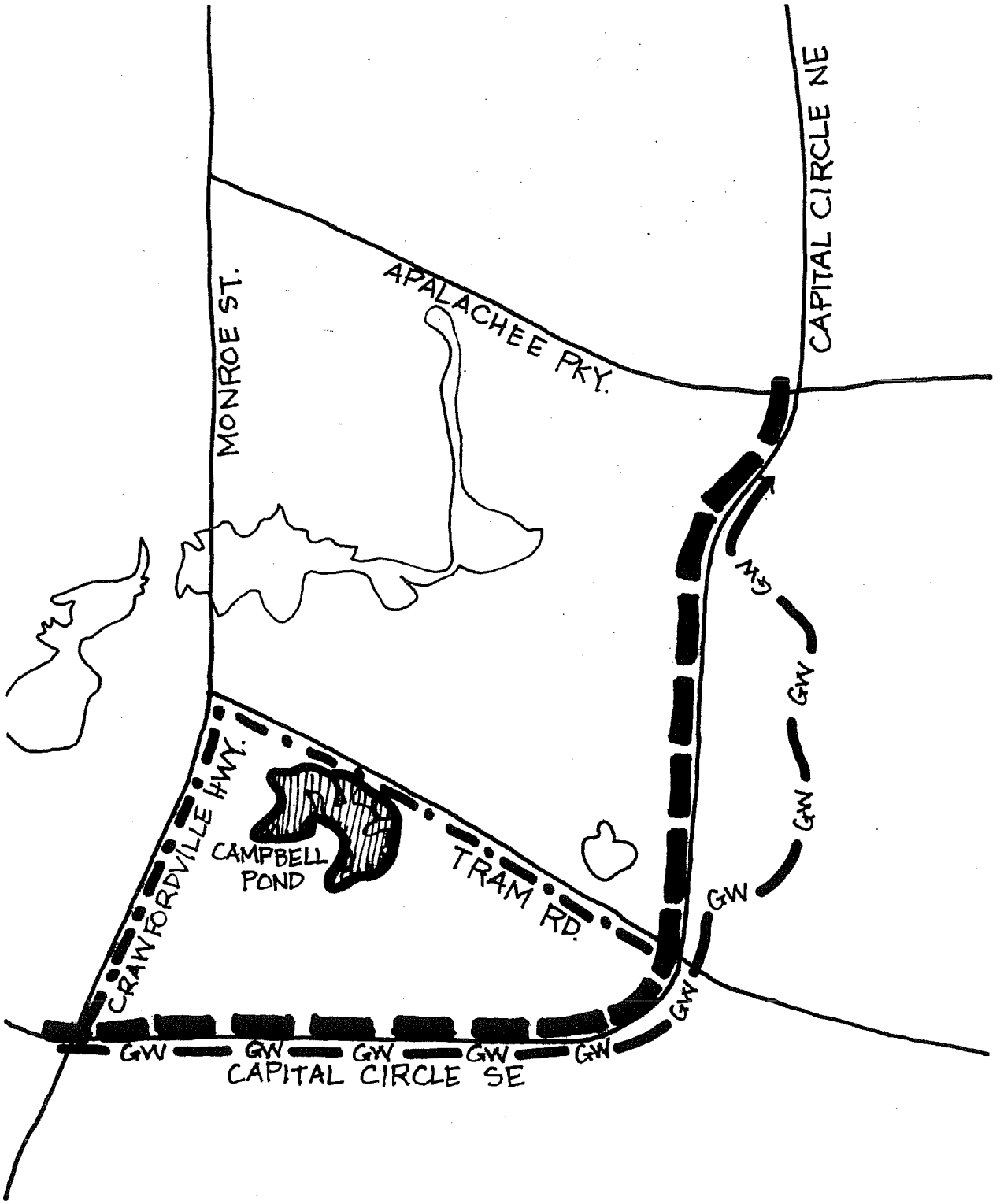
Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (Four Lanes)	-GW- Greenway Connections



Project Map 3

Legend

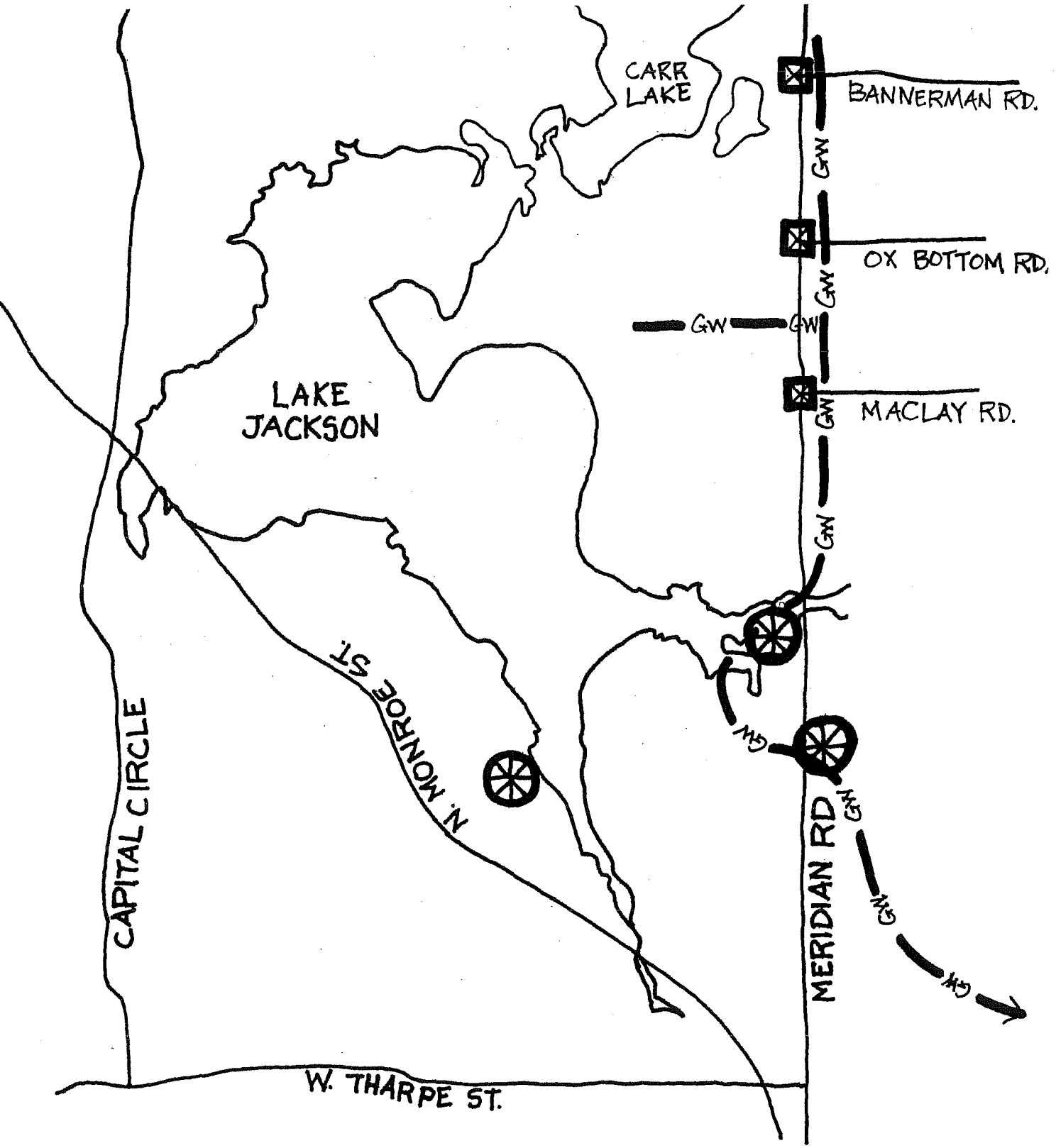
- Intersection Improvements
- Road Widening (Six Lanes)
- Road Widening (Four Lanes)
- Floodplain or Environmentally Sensitive Area
- Infrastructure Projects
- -GW- Greenway Connections



Project Map 4

Legend

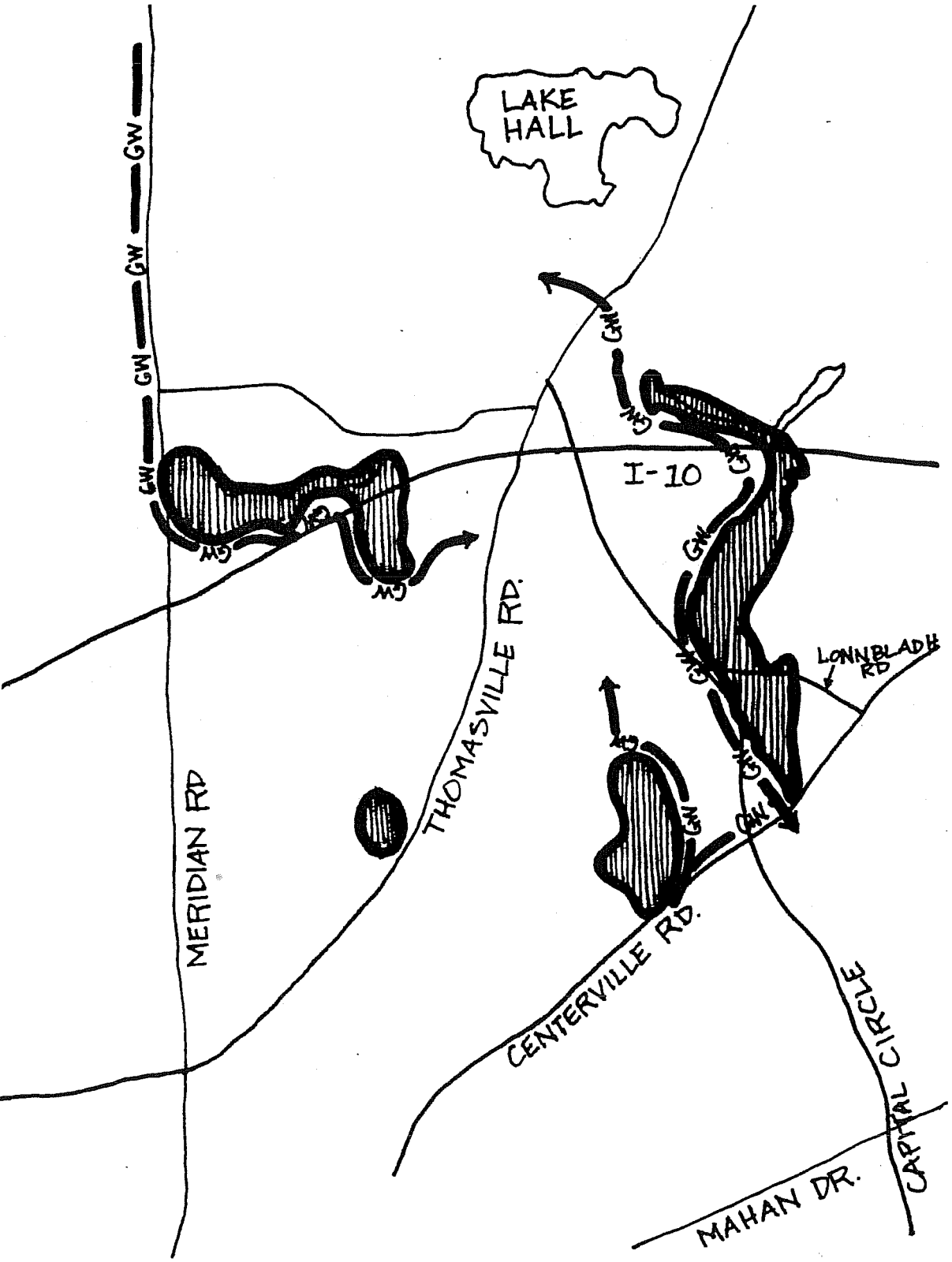
Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (Four Lanes)	-GW- Greenway Connections



Project Map 5A

Legend

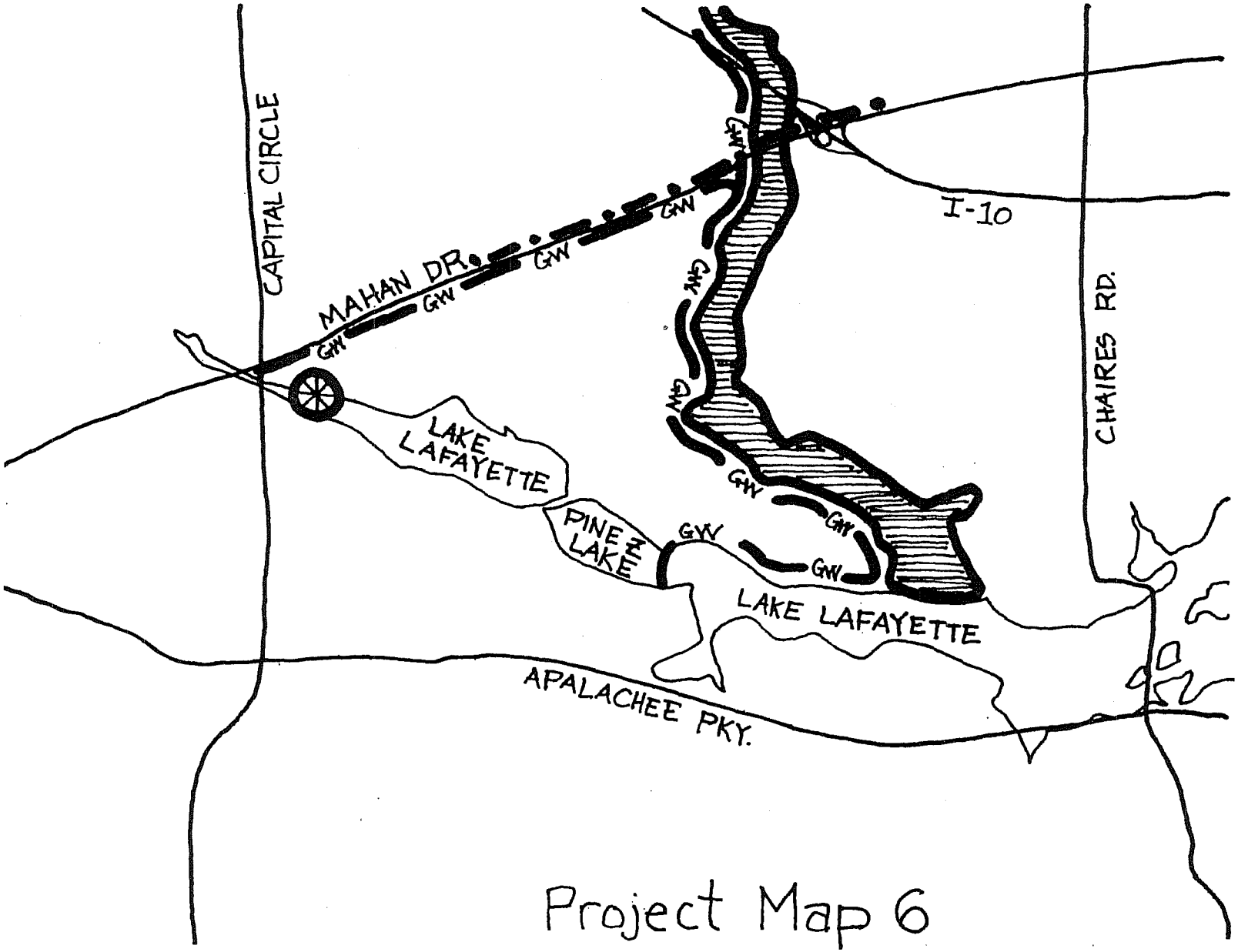
Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (Four Lanes)	-GW- Greenway Connections



Project Map 5B

Legend

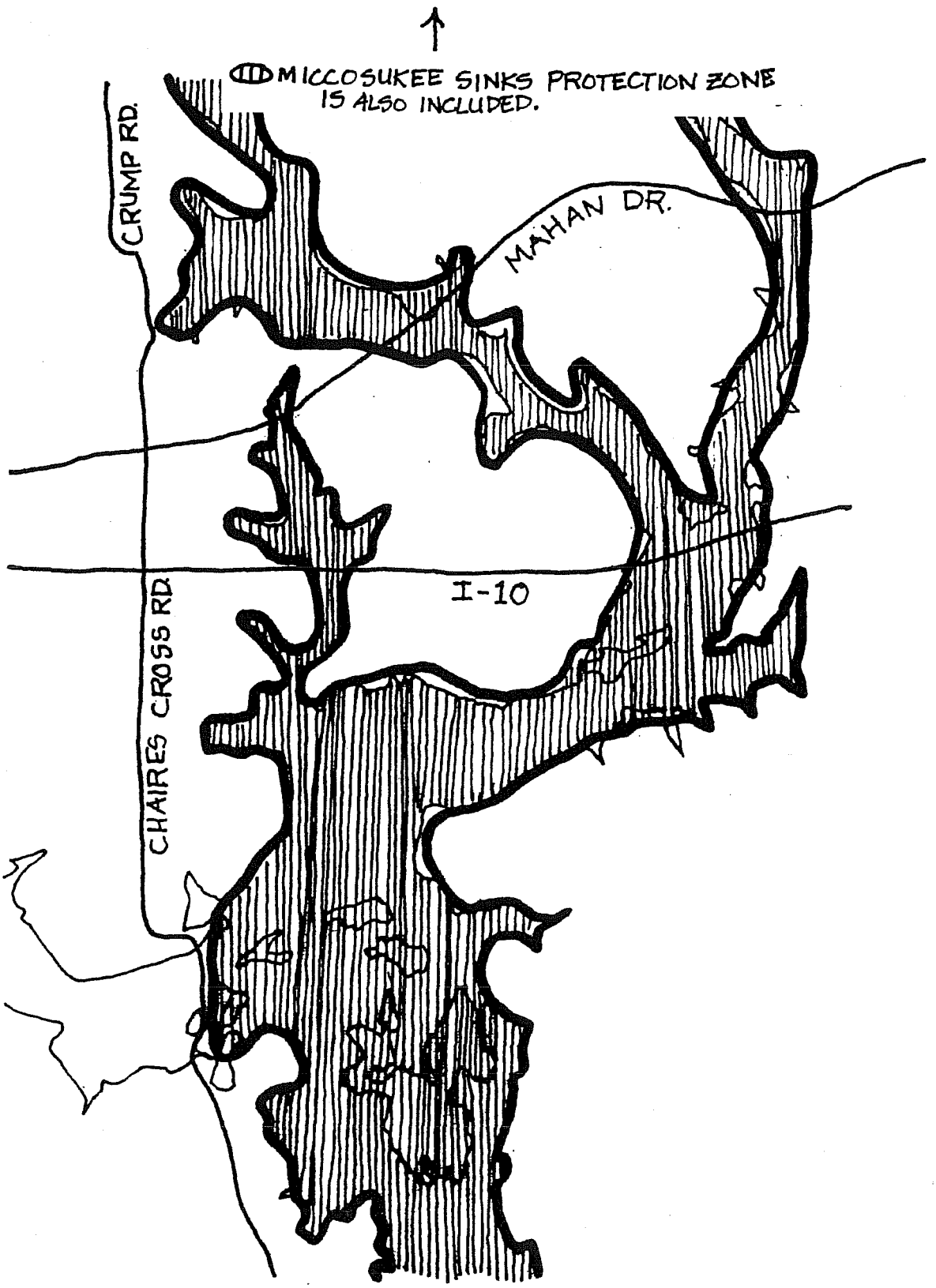
- Intersection Improvements
- Road Widening (Six Lanes)
- Road Widening (Four Lanes)
- Floodplain or Environmentally Sensitive Area
- Infrastructure Projects
- -GW- Greenway Connections



Project Map 6

Legend

Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (four Lanes)	-GW- Greenway Connections



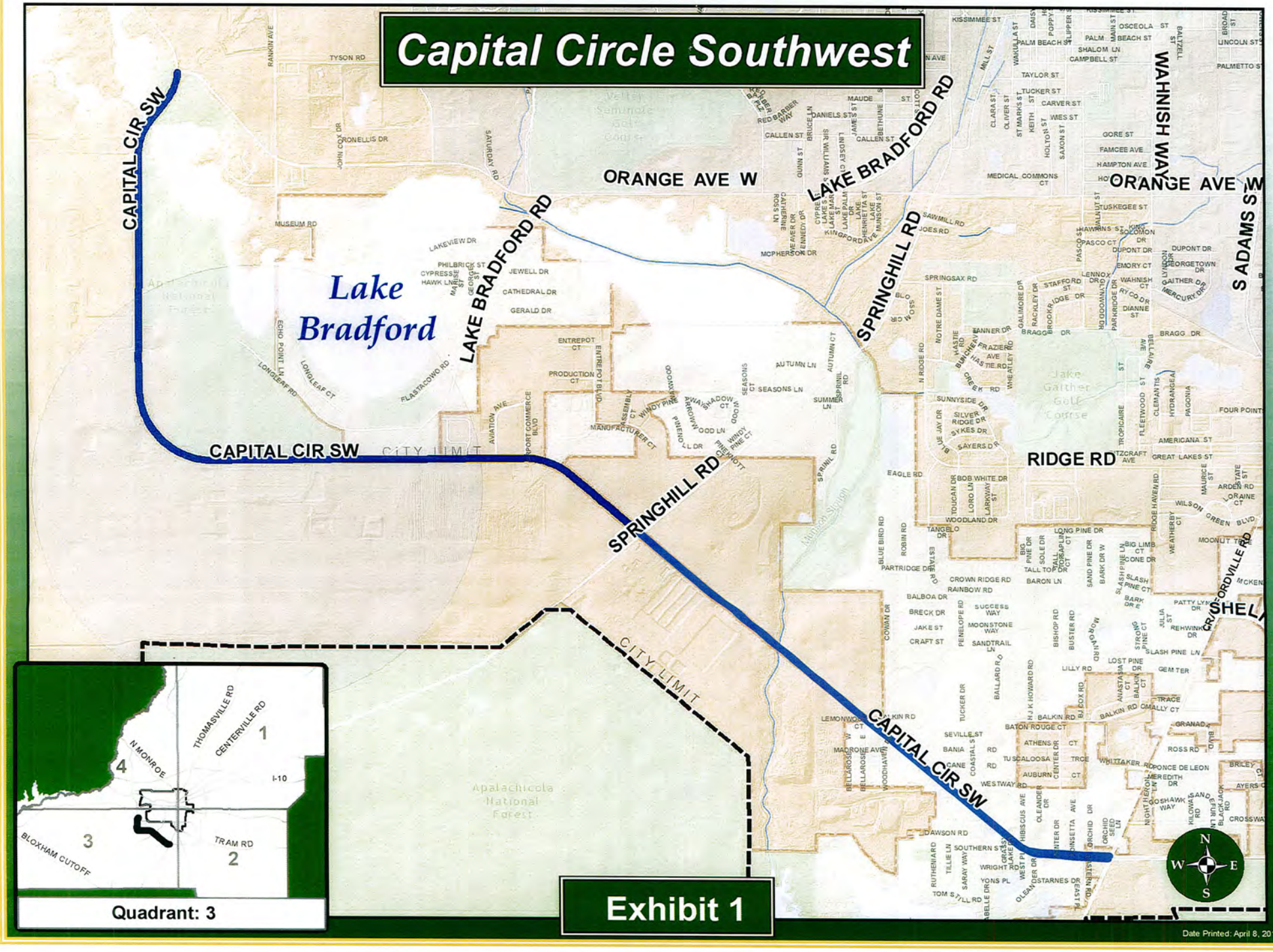
Project Map 7

Legend

Intersection Improvements	Floodplain or Environmentally Sensitive Area
Road Widening (Six Lanes)	Infrastructure Projects
Road Widening (Four Lanes)	-GW- Greenway Connections

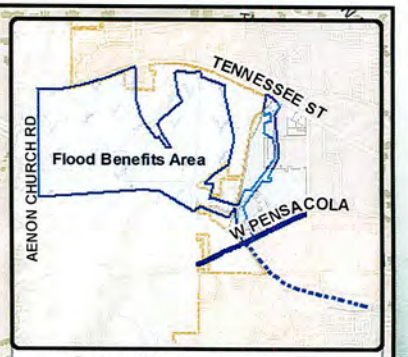
Exhibit II – Blueprint 2020 Infrastructure Projects; Blueprint 2020 Economic Development Projects; L.I.F.E. Projects

Exhibits 1 – 29


Capital Circle Southwest
CAPITAL CIR SW
LAKE BRADFORD RD
ORANGE AVE W
SPRINGHILL RD
WAHNISH WAY
S ADAMS ST
Lake Bradford
RIDGE RD
CITY LIMIT
Apalachicola National Forest
Jake Gaither Golf Course
Quadrant: 3
Exhibit 1
Date Printed: April 8, 2013

Westside Student Corridor Gateway

Widen to four lanes with sidewalks, bike lanes and landscape medians

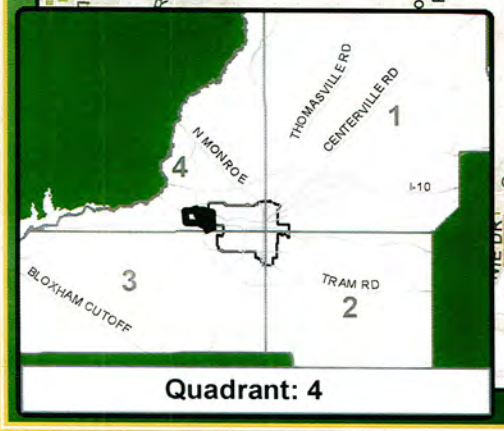


Overall view showing Flood benefits area extent

Flood Benefits Area

TCC/FSU/FAMU Connector

Debbie Lightsey Nature Park

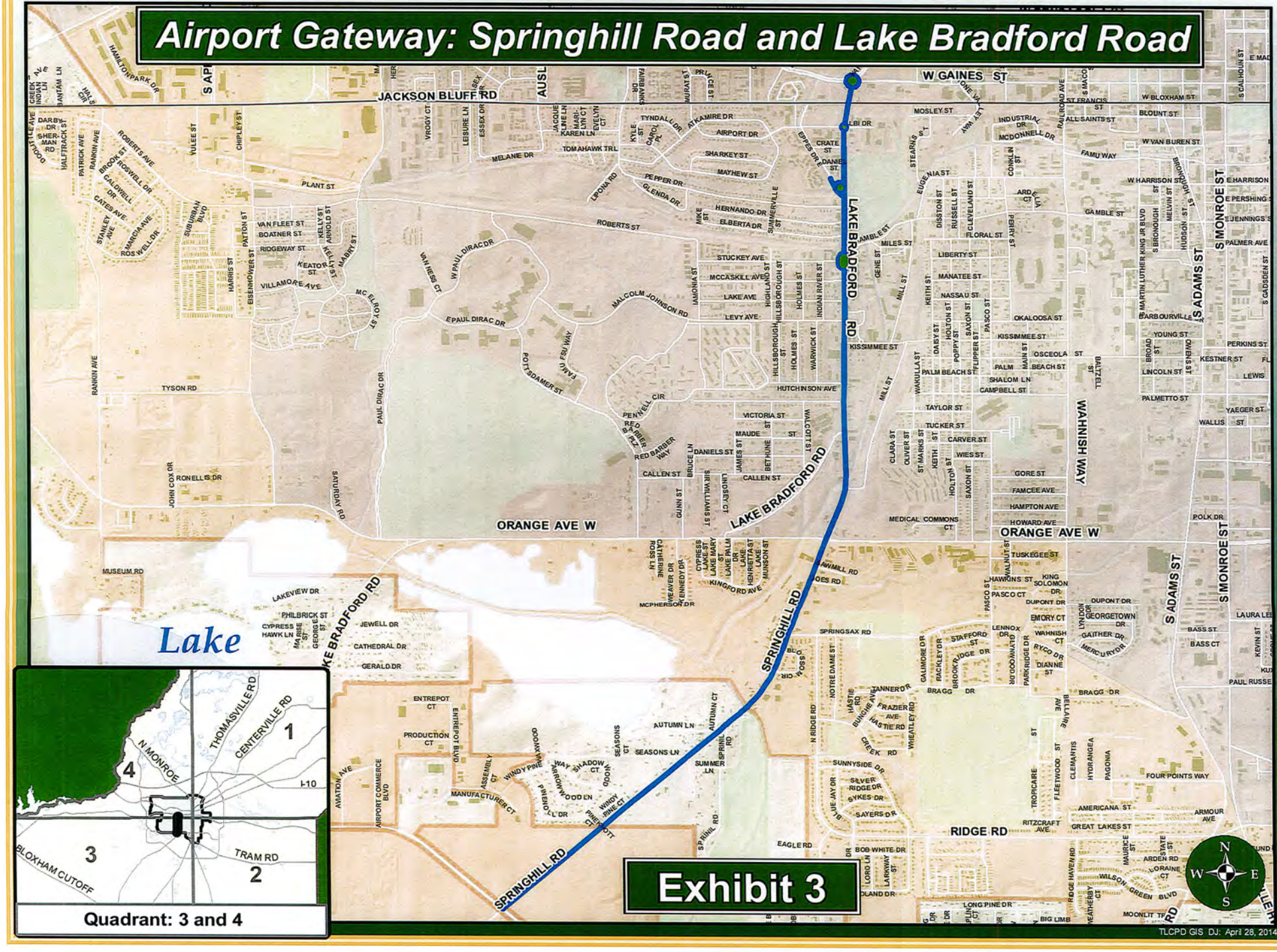


Quadrant: 4

Exhibit 2

Date Printed: April 8, 2013

Airport Gateway: Springhill Road and Lake Bradford Road



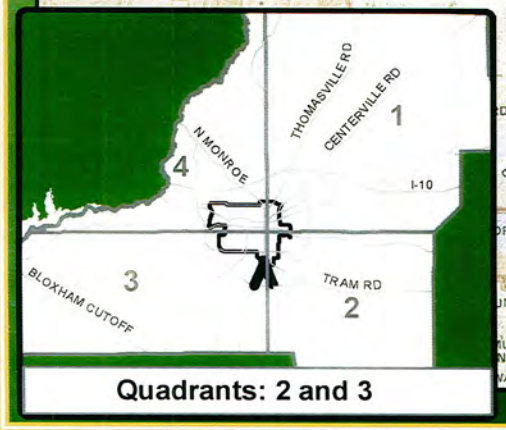
Southside Gateway Enrichment

Widen to four lanes with sidewalks,
bike lanes, St. Marks Trail landscaped medians
Evacuation route - capacity enhancement

Stormwater Pond Improvements

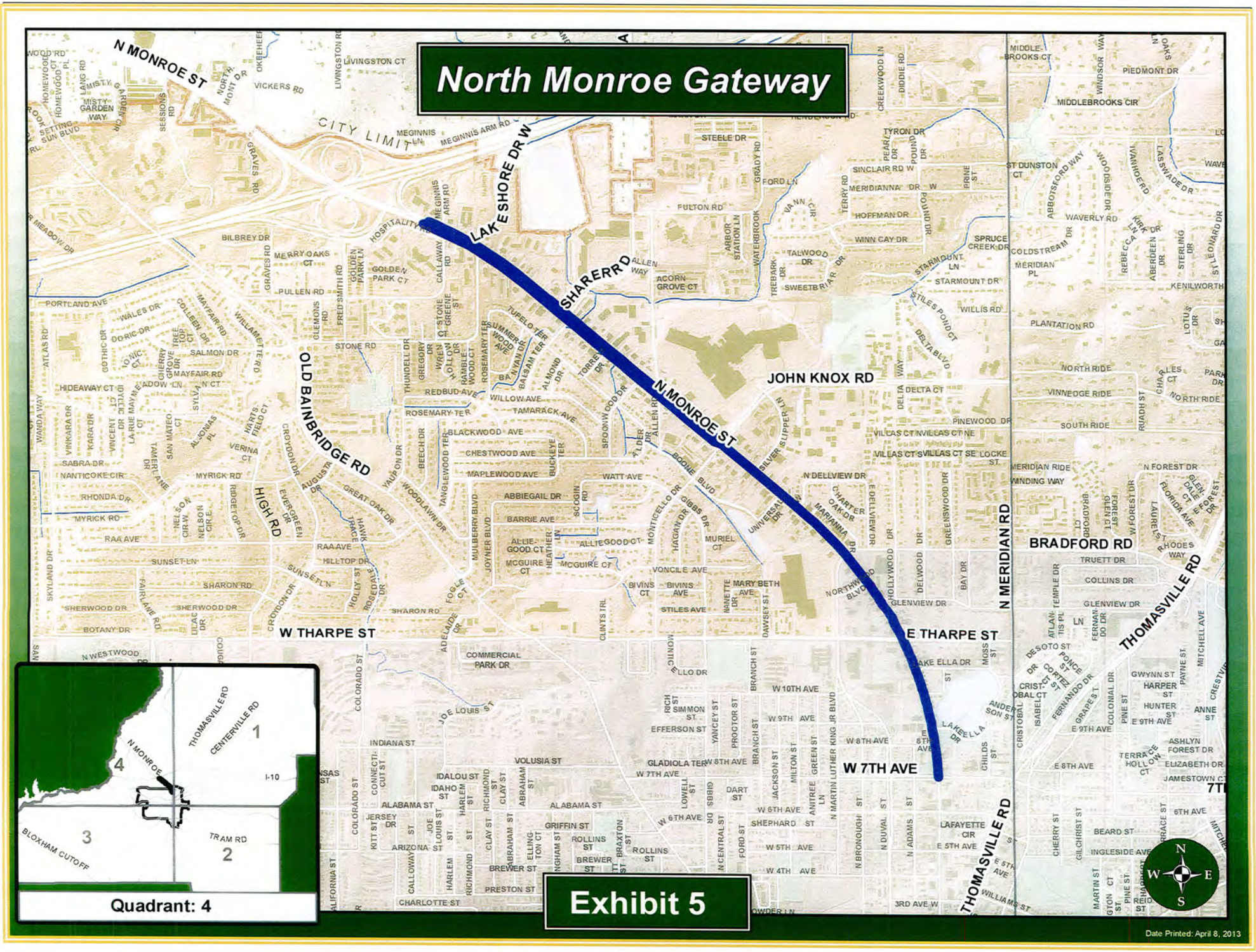
Sidewalks

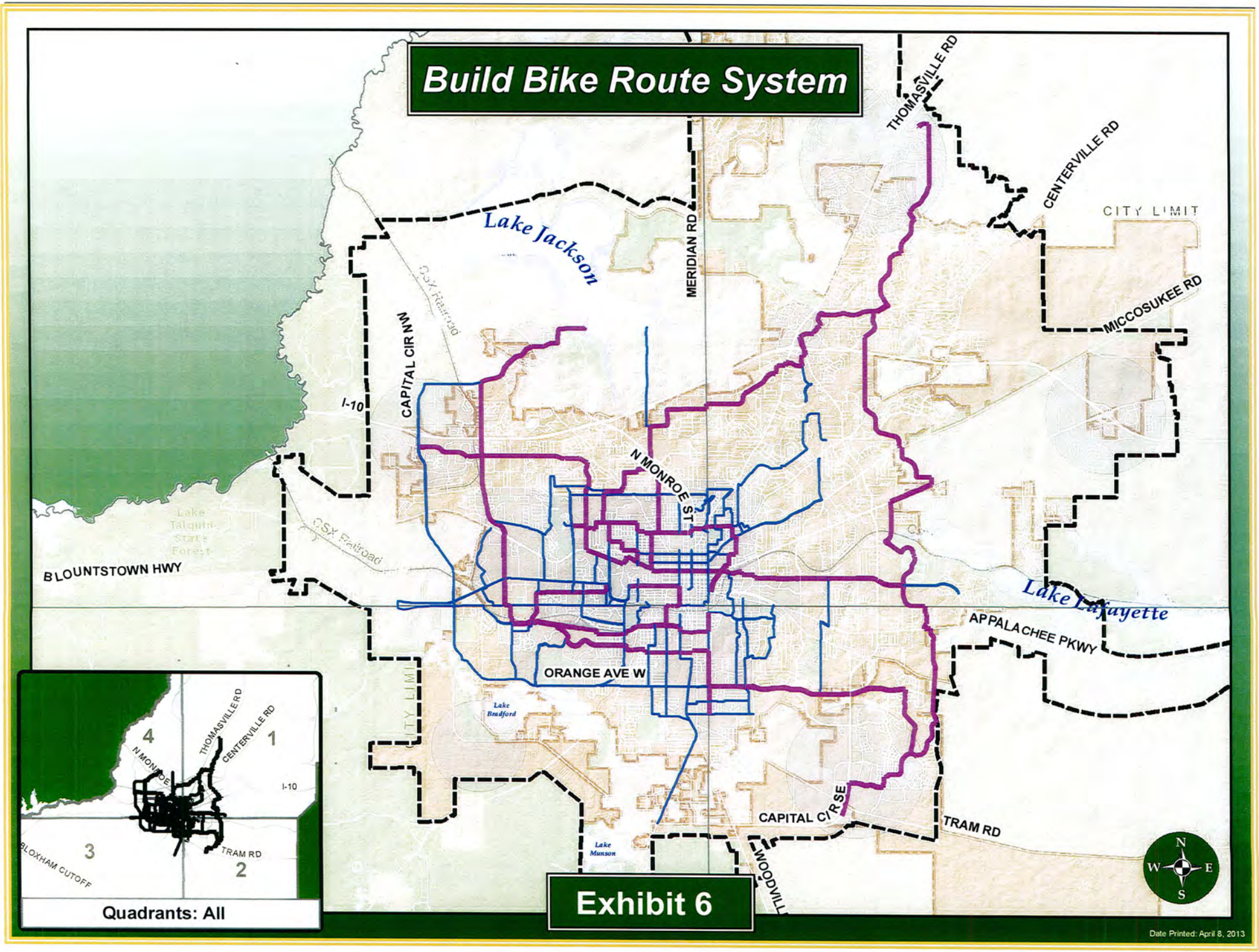
Landscaping Improvements



Quadrants: 2 and 3

Exhibit 4


North Monroe Gateway
N MONROE ST
CITY LIMIT
LAKE SHORE DR W
SHARER RD
N MONROE ST
OLD BAINBRIDGE RD
HIGH RD
JOHN KNOX RD
W THARPE ST
E THARPE ST
N MERIDIAN RD
BRADFORD RD
THOMASVILLE RD
W 7TH AVE
W 10TH AVE
W 9TH AVE
W 8TH AVE
W 6TH AVE
W 5TH AVE
W 4TH AVE
E 9TH AVE
E 8TH AVE
E 7TH AVE
E 6TH AVE
E 5TH AVE
LIVINGSTON CT
VICKERS RD
MEGINNIS ARM RD
STEELE DR
FULTON RD
HOSPITALITY LN
BILBREY DR
MERRY OAKS CT
GOLDEN PARK CT
PULLEN RD
PORTLAND AVE
STONE RD
SALMON DR
MAYFAIR RD
HIDEAWAY CT
REDBUD AVE
WILLOW AVE
ROSEMARY TER
TAMARACK AVE
BLACKWOOD AVE
CHESTWOOD AVE
MAPLEWOOD AVE
WATT AVE
ABBIEGAIL DR
BARRIE AVE
ALLIE GOOD CT
MCGUIRE CT
VONCILE AVE
BIVINS CT
BIVINS AVE
STILES AVE
MARY BETH AVE
GLENVIEW DR
TRUETT DR
COLLINS DR
LN
RAA AVE
SUNSET LN
HILLTOP DR
SHARON RD
SHERWOOD DR
BOTANY DR
COMMERCIAL PARK DR
INDIANA ST
VOLUSIA ST
GLADIOLA TER
IDALOU ST
IDAHO ST
ALABAMA ST
JERSEY DR
ARIZONA ST
GRIFFIN ST
BREWER ST
PRESTON ST
CHARLOTTE ST
ROLLINS ST
SHEPHARD ST
LAFAYETTE CIR
3RD AVE W
WILLIAMS ST
JOE LOUIS ST
EFFERSON ST
SIMMON ST
LAKE ELLA DR
LAKE ELLA LA DR
GLENVIEW DR
HARPER ST
HUNTER ST
ANNE ST
ASHLYN FOREST DR
ELIZABETH DR
JAMESTOWN CT
TERRACE HOLLOW CT
BEARD ST
INGLESIDE AVE
MERIDIAN RIDE
WINDING WAY
NORTH RIDE
SOUTH RIDE
VINNEDGE RIDE
PLANTATION RD
WILLIS RD
STILES POND CT
DELTA BLVD
DELTA DELTA CT
PINEWOOD DR
VILLAS CT NE
VILLAS CT SE
LOCKE ST
N DELLVIEW DR
E DELLVIEW DR
NORTHWOOD BLVD
HOLLYWOOD DR
DELWOOD DR
BAY DR
GREENSWOOD DR
N FOREST DR
W FOREST DR
E FOREST DR
FLORIDA AVE
RHODES WAY
MIDDLEBROOKS CIR
MIDDLE BROOKS CT
PIEDMONT DR
WAVERLY RD
ST DUNSTON CT
ABBOTSFORD WAY
WOODSIDE DR
LAS SWADE DR
SPRUCE CREEK DR
COLDSTREAM DR
MERIDIAN PL
KENILWORTH
STARMOUNT DR
STARMOUNT LN
SWEETBRIAR DR
TALWOOD DR
WINN CAY DR
HOFFMAN DR
MERIDIANNA DR W
SINCLAIR RD W
FORD LN
TYRON DR
PEARL DR
POUND DR
CREEKWOOD LN
DIDDIE RD
ACORN GROVE CT
ALLEN WAY
ARBOR STATION LN
WATERBROOK DR
VA NN CIR
GRADY RD
TERRY RD
PRINE ST
MEADOW DR
SETTING SUN BLVD
MISTY GARDEN WAY
LANG RD
SESSIONS RD
NORTH MONT DR
OKEEHEE
GRAVES RD
MEGINNIS LN
CALLAWAY RD
GOLDEN PARK LN
FRED SMITH RD
GLENMONS RD
GRAVES RD
STONE GREENE ST
THUNDELL DR
GREGORY DR
WREN HOLLOW DR
RAMBLE WOOD CT
ROSEMARY TER
SUMMER WOOD AVE
TUPELO TER
BALSAM TER
N YAN DR
ALMOND DR
TORREY DR
SPOONWOOD DR
ALDER DR
ALLEN RD
BOONE BLVD
SILVER SLIPPER LN
UNIVERSAL DR
MARIANNA DR
CHARTER OAK DR
GIBBS DR
HAGAN DR
MONTICELLO DR
MURIEL CT
MULBERRY BLVD
JOYNER BLVD
SCOGIN RD
HEATHER LN
TANGLEWOOD TER
YAUPON DR
BEECH DR
BUCKEYE TER
WOODLAWN DR
GREAT OAK DR
AUGUSTA DR
CROYDON DR
EVERGREEN DR
HARTS FIELD CT
VERINA CT
ALJONAS PL
SAN MATEO CT
TAMERLANE DR
LA RUE MAY CT
VINCENT DR
KARA DR
VINNARA DR
WANDA WAY
ATLAS RD
GOTHIC DR
DORIC DR
IONIC CT
COLLEEN DR
WALES DR
WILLAMETTE RD
CHERRY GROVE TREE DR
MAYFAIR CT
SYLVA CT
MEADOW LN
MYRICK RD
NANTICOKE CIR
SABRA DR
RHONDA DR
RIDGETOP DR
NELSON CIR W
NELSON CIR
SKYLAND DR
FAIRLANE RD
SHERWOOD DR
LILAC DR
CROYDON DR
HOLLY ST
ROSEDALE DR
HAWK TRACE
FOGLE CT
ADELAIDE DR
CLINTS TRL
MONTICELLO DR
DAWSEY ST
MANETTE DR
NORTHWOOD BLVD
MOSS ST
BRANCH ST
YANCEY ST
PROCTOR ST
RICH ST
LOWELL ST
GIBBS DR
DART ST
JACKSON ST
MILTON ST
GREEN ST
ANITREE LN
N MARTIN LUTHER KING JR BLVD
CHILDS ST
ANDERSON ST
CRISTOBAL CT
ISABELLA CT
FERNANDO DR
GRAPE ST
COLONIAL DR
PINE ST
PAYNE ST
MITCHELL AVE
CRESTVIEW
DE SOTO ST
POINCE DE LEON DR
CORTEZ ST
ATLANTIS PL
TEMPLE DR
FERNANDO DR
BRADFORD CT
FOREST GLEN CT
GLEN DALE CT
LAUREL ST
CHARLES CT
PARK DR
RUADH ST
LOTUS DR
STERLING DR
ABERDEEN DR
KIRK DR
REBECCA LN
LEONARD DR
WAVE
LAS SWADE DR
WOODSIDE DR
WINDSOR WAY
OAKS
LC
SH
GA
PARK
CONNECTICUT ST
COLORADO ST
KITT ST
CUT ST
JOE LOUIS ST
HARLEM ST
RICHMOND ST
CLAY ST
ABRAHAM ST
ELLINGTON CT
GRAHAM ST
BRAXTON ST
ROLLINS ST
BREWER ST
CALLOWAY ST
CALIFORNIA ST
N CENTRAL ST
FORD ST
N DUVAL ST
N ADAMS ST
N BROMOUGH ST
CHERRY ST
GILCHRIST ST
MARTIN ST
GTON CT
PINE ST
REID ST
N WESTWOOD
SAN
SAS ST
I-10
THOMASVILLE RD
CENTERVILLE RD
N MONROE
BLOXHAM CUTOFF
TRAM RD
1
2
3
4
Quadrant: 4
Exhibit 5
N
W
E
S
Date Printed: April 8, 2013


Build Bike Route System
THOMASVILLE RD
CENTERVILLE RD
CITY LIMIT
MICCOSUKEE RD
MERIDIAN RD
Lake Jackson
CSX Railroad
CAPITAL CIR NW
I-10
N MONROE ST
Lake Talquin State Forest
BLOUNTSTOWN HWY
Lake Lafayette
APPALACHEE PKWY
ORANGE AVE W
Lake Bradford
CAPITAL CIR SE
TRAM RD
Lake Munson
WOODVILL
N
W
E
S
4
1
3
2
BLOXHAM CUTOFF
Quadrants: All
Exhibit 6
Date Printed: April 8, 2013

County/City Sidewalk Projects

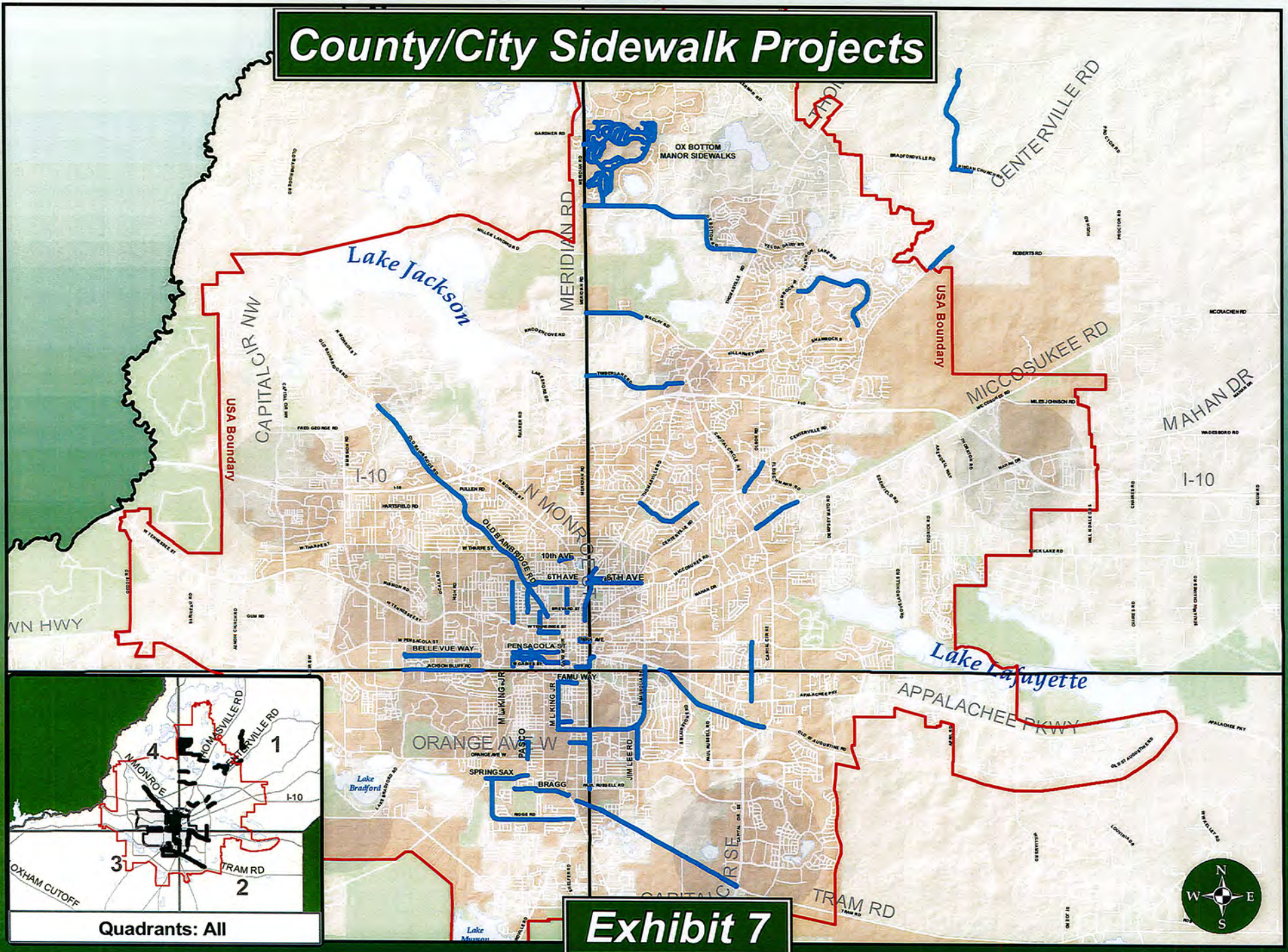
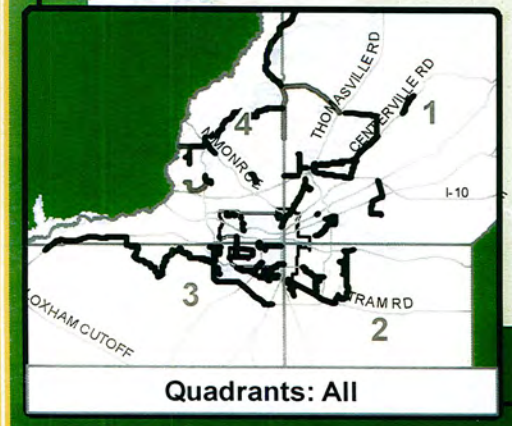


Exhibit 7

TLCPD GIS DJ: April 28, 2014

Implement Greenways Master Plan



Quadrants: All

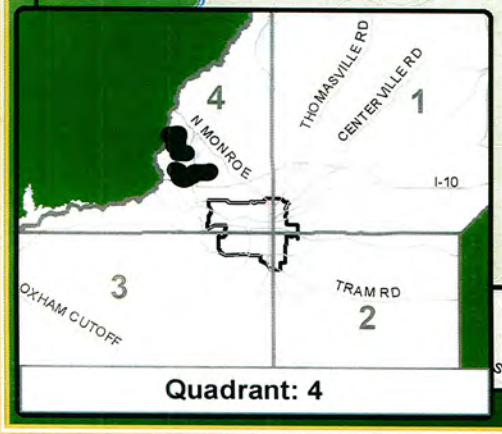
Lake Iamonia
Lake Jackson
Lake Talquin
Lake Lafayette
THOMASVILLE RD
CENTERVILLE RD
MERIDIAN RD
CAPITAL CIR NW
MICCOSUKEE RD
MAHAN DR
I-10
N MONROE ST
BLOUNTSTOWN HWY
ORANGE AVE W
APPALACHEE PKWY
CAPITAL CIR SE
TRAM RD
CRAWFORDVILLE RD
WOODVILLE HWY

N
W
E
S

Exhibit 8

Date Printed: Jan. 27, 2014

Northwest Connector Corridor



Quadrant: 4

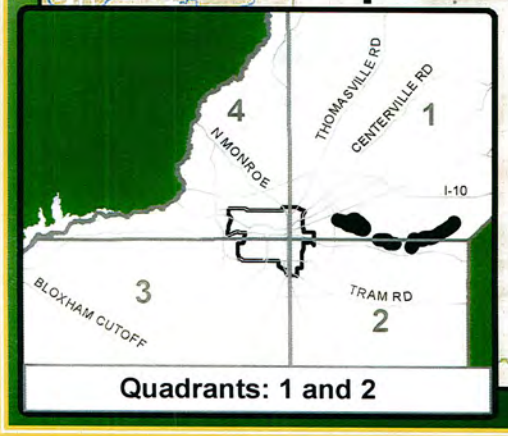
Exhibit 9

Date Printed: April 8, 2013

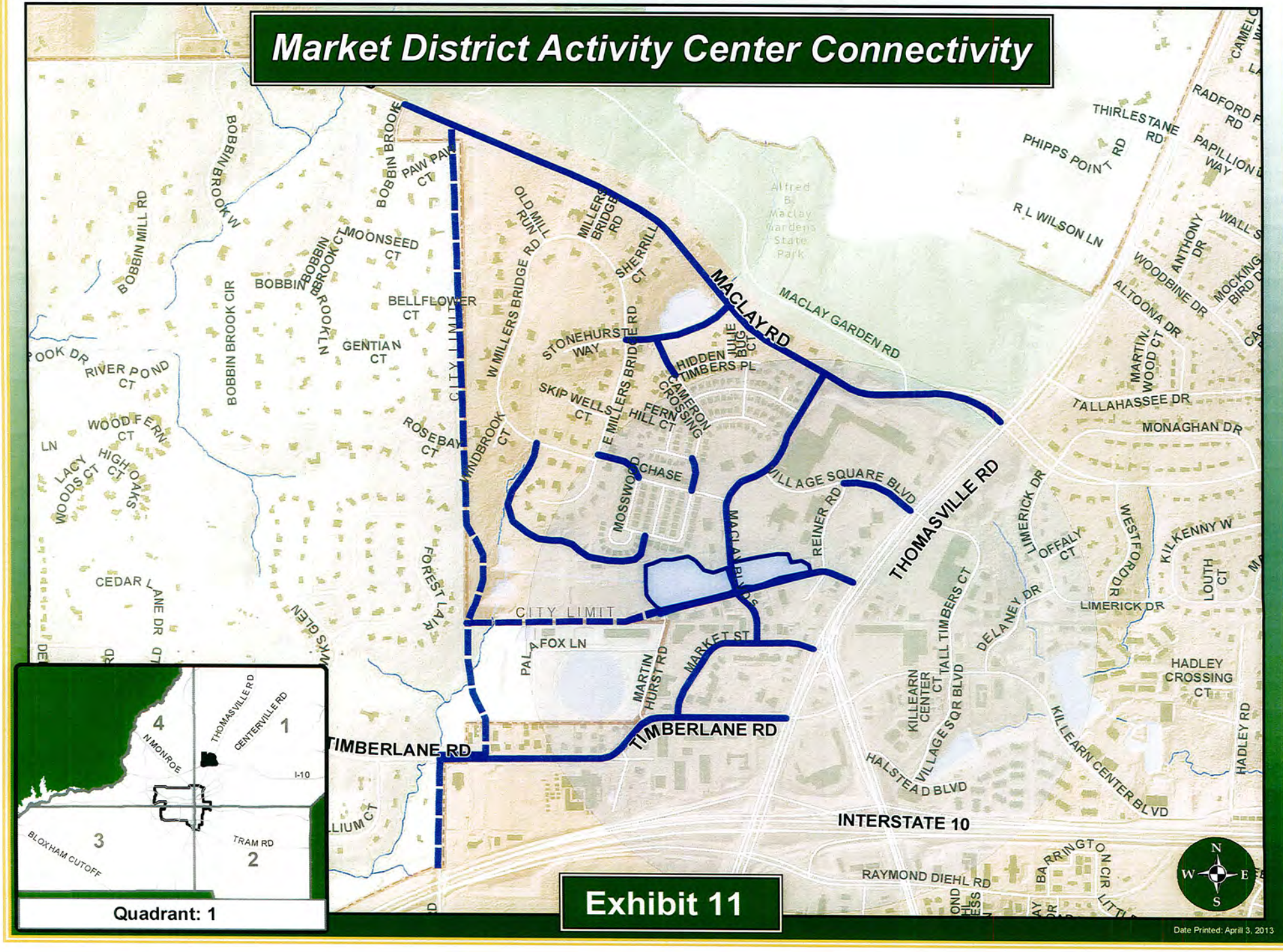
Lake Lafayette and St. Marks Regional Linear Park

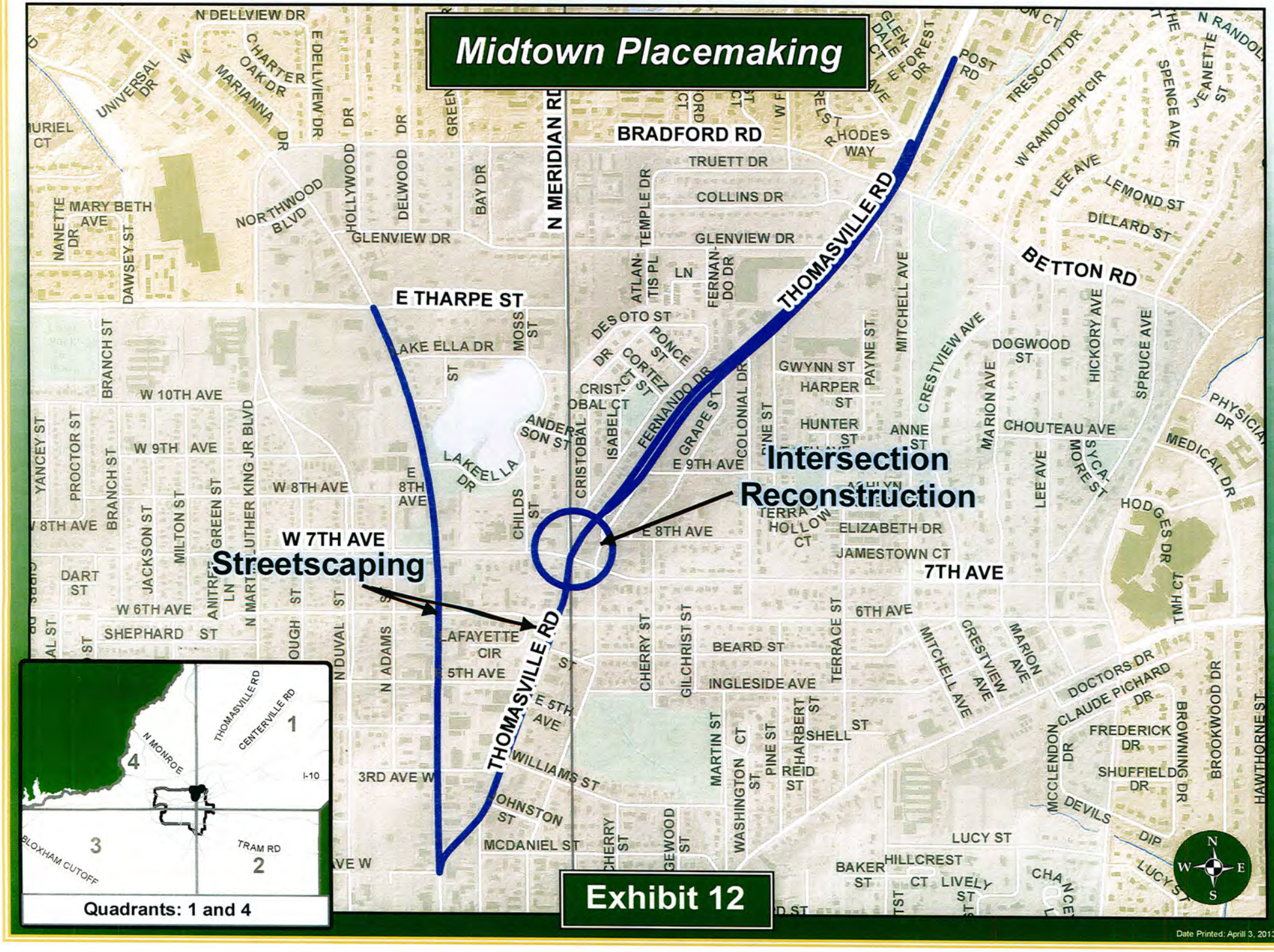
Flood Study Area

Exhibit 10

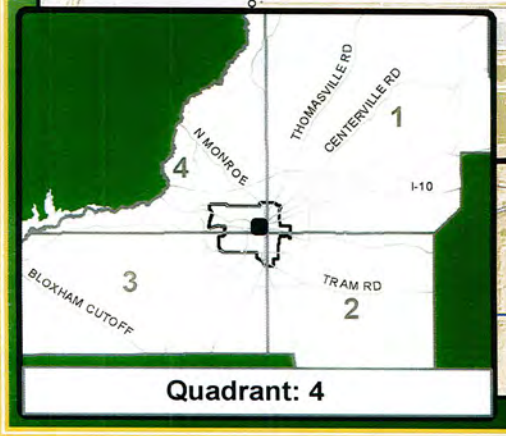


Quadrants: 1 and 2


Market District Activity Center Connectivity
MACLAY RD
MACLAY GARDEN RD
THOMASVILLE RD
TIMBERLANE RD
INTERSTATE 10
CITY LIMIT
MARKET ST
VILLAGE SQUARE BLVD
TALLAHASSEE DR
MONAGHAN DR
LIMERICK DR
HADLEY CROSSING CT
KILLEARN CENTER BLVD
HALSTEAD BLVD
RAYMOND DIEHL RD
PHIPPS POINT RD
R L WILSON LN
THIRLESTANE RD
RADFORD RD
PAPILLION WAY
ANTHONY DR
WOODBINE DR
ALTOONA DR
MARTIN WOOD CT
MOCKING BIRD DR
OLD MILL RUN
MILLERS BRIDGE RD
W MILLERS BRIDGE RD
E MILLERS BRIDGE RD
SHERRILL CT
STONEHURST WAY
HIDDEN TIMBERS PL
JULIE BUG CT
CAMERON CROSSING
SKIP WELLS CT
FERN HILL CT
MOSSWOOD CHASE
REINER RD
MACLAN BLVD
LIMERICK DR
OFFALY CT
WESTFORD DR
KILKENNY W
LOUTH CT
DELANEY DR
TALL TIMBERS CT
KILLEARN CENTER CT
KILLEARN CENTER BLVD
HADLEY RD
MARTIN HURST RD
PAL A FOX LN
FOREST LAKE
CEDAR LANE DR
BOBBIN BROOK CIR
BOBBIN BROOK CT
BOBBIN BROOK
BOBBIN MILL RD
MOONSEED CT
BELLFLOWER CT
GENTIAN CT
ROSEBAY CT
WINDBROOK CT
RIVER POND CT
WOOD FERN CT
HIGH OAKS CT
LACY WOODS CT
PAW PAW CT
Alfred B. Maclay Gardens State Park
4
1
3
2
N MONROE
THOMASVILLE RD
CENTERVILLE RD
I-10
BLOXHAM CUTOFF
TRAM RD
Quadrant: 1
Exhibit 11
N
W
E
S
Date Printed: April 3, 2013


Midtown Placemaking
Intersection Reconstruction
Streetscaping
Exhibit 12
Quadrants: 1 and 4
Date Printed: April 3, 2013
BRADFORD RD
THOMASVILLE RD
BETTON RD
E THARPE ST
W 7TH AVE
7TH AVE
N MERIDIAN RD
N DELLVIEW DR
GLENVIEW DR
TRUETT DR
COLLINS DR
LAKE ELLA DR
W 10TH AVE
W 9TH AVE
W 8TH AVE
E 8TH AVE
E 9TH AVE
W 6TH AVE
SHEPHARD ST
LAFAYETTE CIR
E 5TH AVE
3RD AVE W
WILLIAMS ST
JOHNSTON ST
MCDANIEL ST
BEARD ST
INGLESIDE AVE
6TH AVE
ELIZABETH DR
JAMESTOWN CT
CHOUTEAU AVE
DOGWOOD ST
LUCY ST
HILLCREST
DEVILS DIP
N MONROE
THOMASVILLE RD
CENTERVILLE RD
I-10
TRAM RD
BLOXHAM CUTOFF
1
2
3
4

College Avenue Placemaking

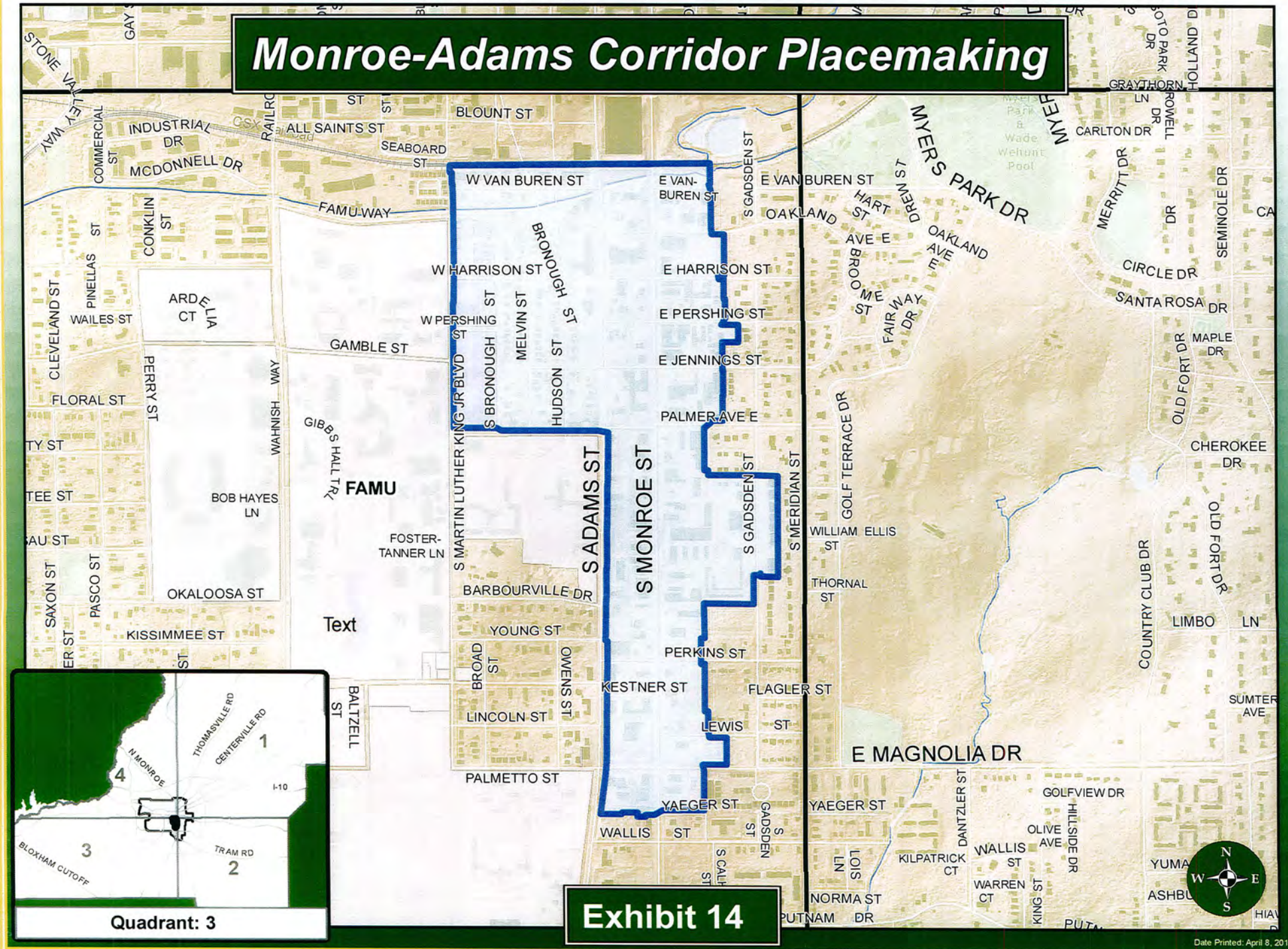


Quadrant: 4

Exhibit 13

Date Printed: April 8, 2013

Monroe-Adams Corridor Placemaking

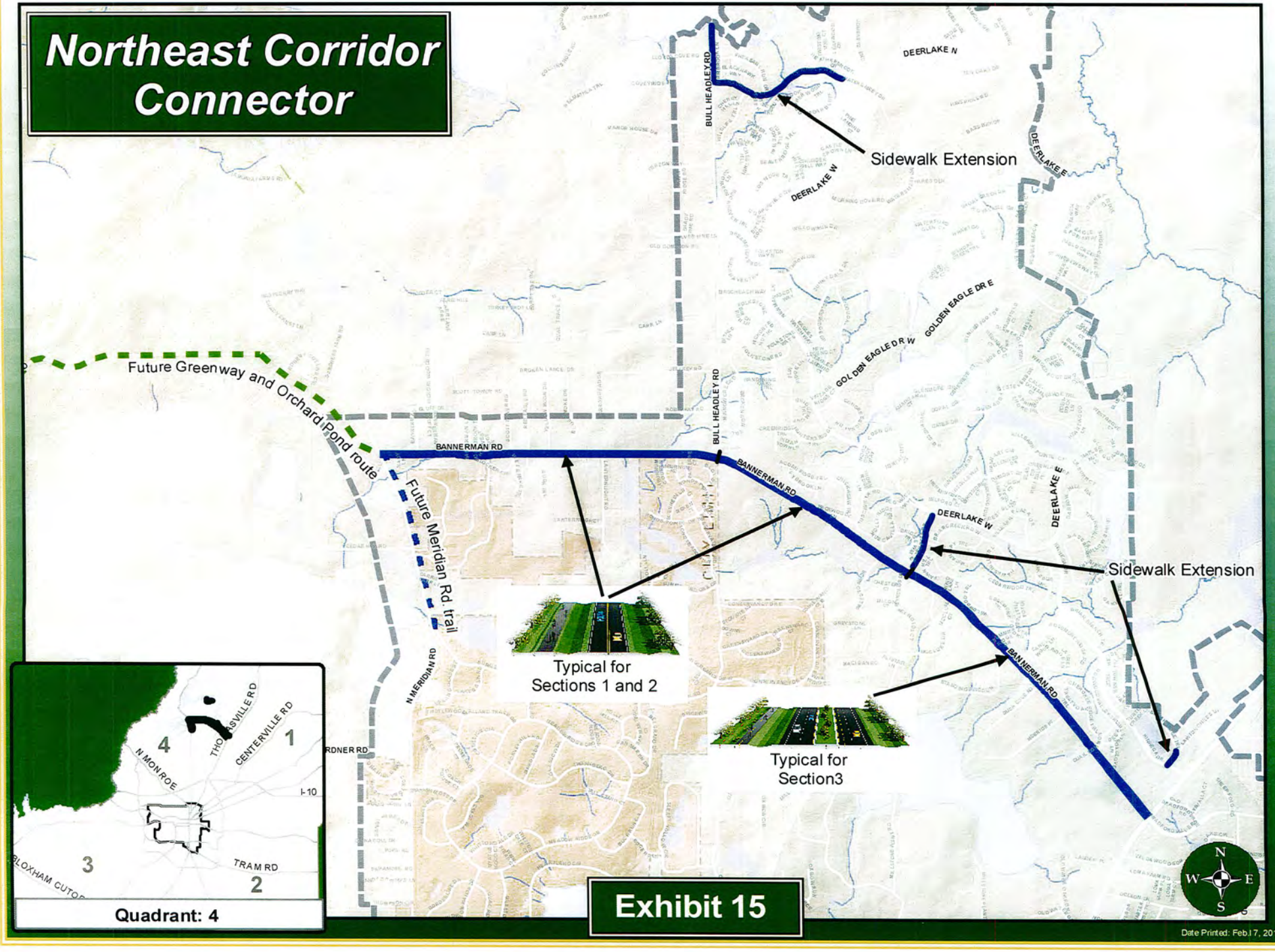


Quadrant: 3

Exhibit 14

Date Printed: April 8, 2013

Northeast Corridor Connector



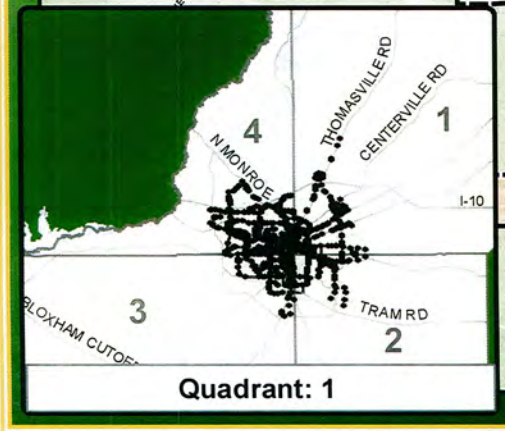
Quadrant: 4

Exhibit 15

Date Printed: Feb.17, 2014

StarMetro - Enhanced Infrastructure

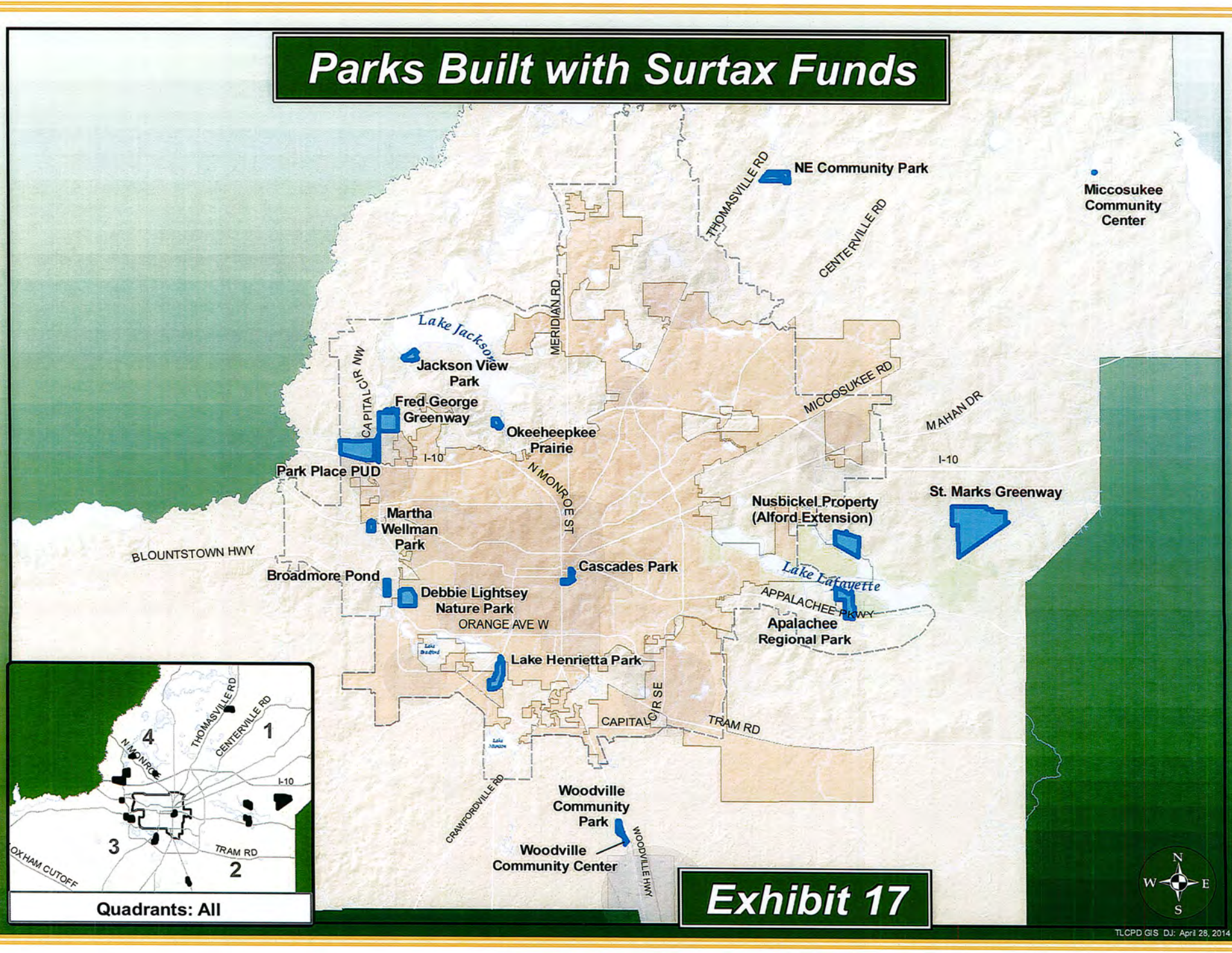
Bus Stop Enhancements

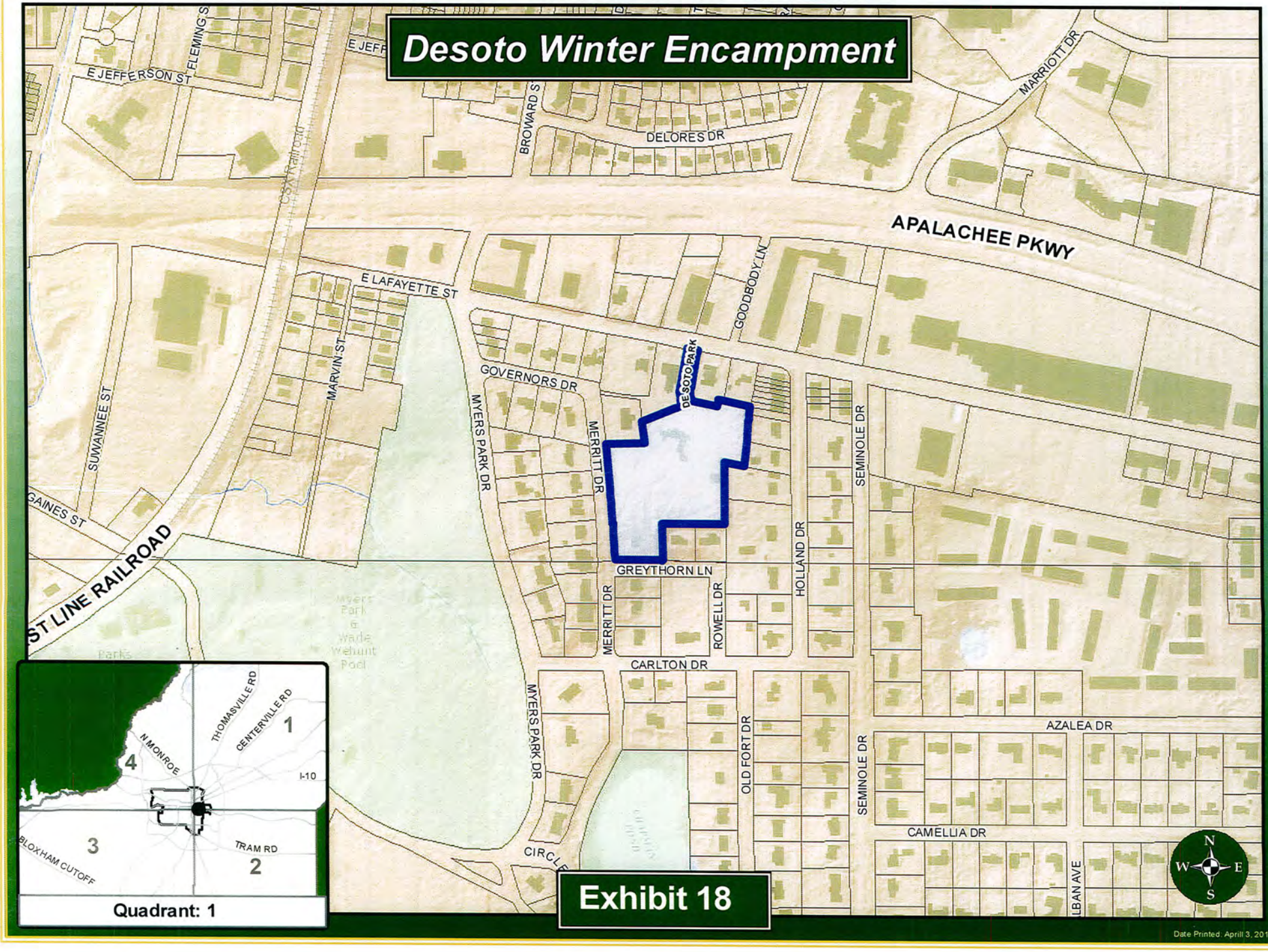


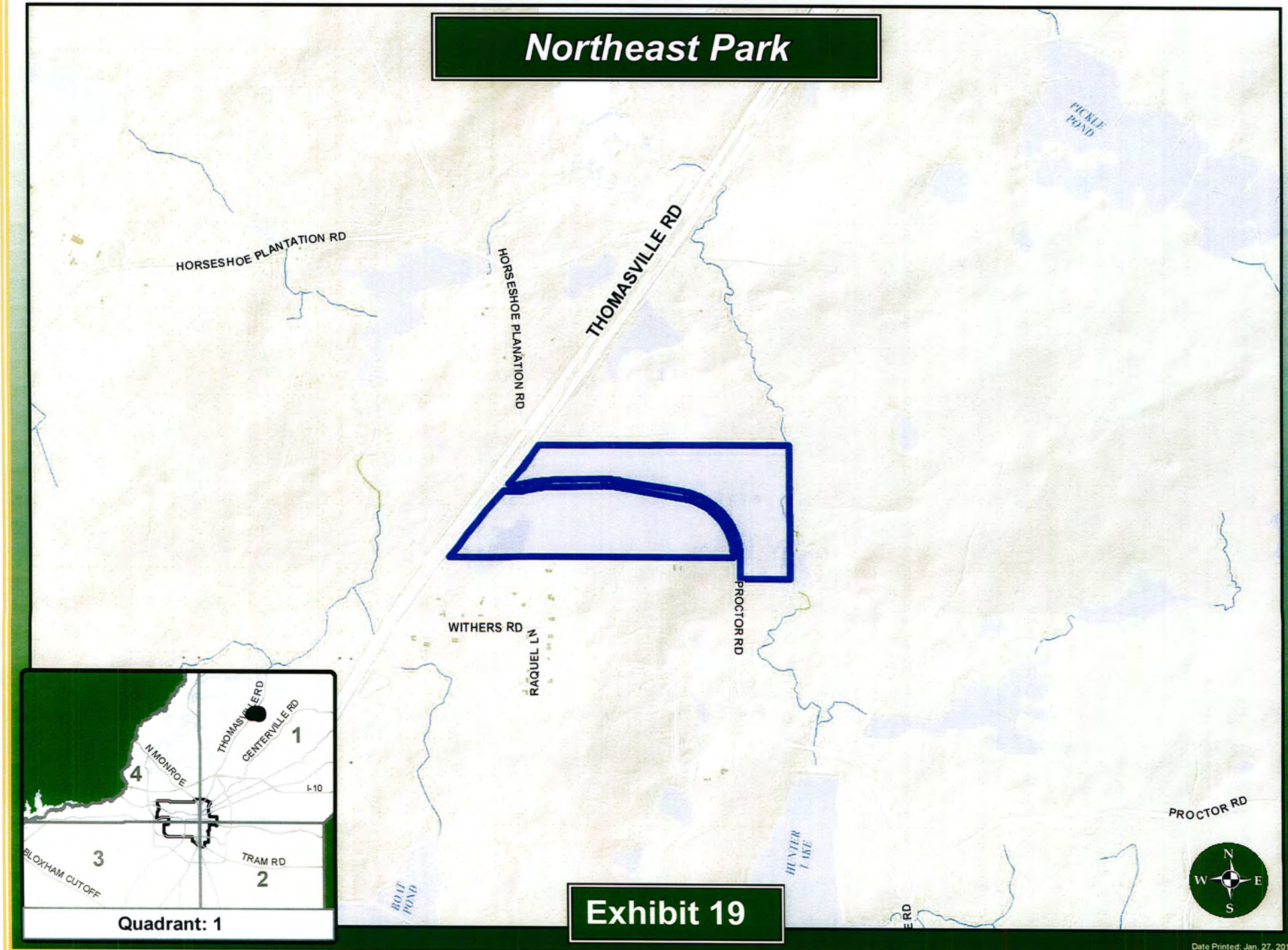
Quadrant: 1

Exhibit 16

Date Printed: Jan. 29, 2014

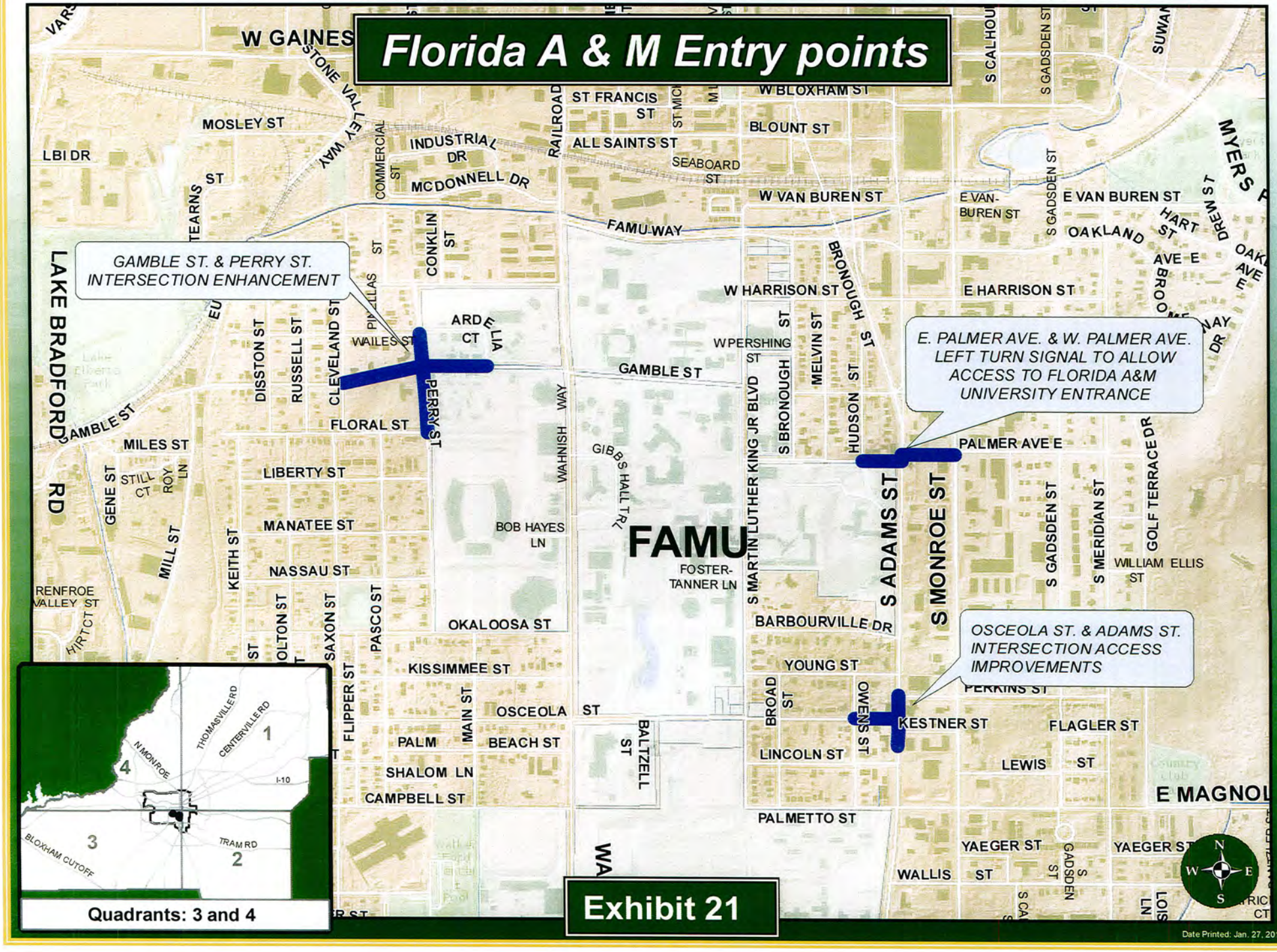

Parks Built with Surtax Funds
NE Community Park
Miccosukee Community Center
THOMASVILLE RD
CENTERVILLE RD
MERIDIAN RD
Lake Jackson
Jackson View Park
CAPITAL CIR NW
Fred George Greenway
Okeeheepkee Prairie
Park Place PUD
I-10
N MONROE ST
MICCOSUKEE RD
MAHAN DR
St. Marks Greenway
Nusbickel Property (Alford Extension)
Martha Wellman Park
BLOUNTSTOWN HWY
Broadmore Pond
Debbie Lightsey Nature Park
Cascades Park
Lake Lafayette
APPALACHEE PKWY
Apalachee Regional Park
ORANGE AVE W
Lake Henrietta Park
CAPITAL CIR SE
TRAM RD
CRAWFORDVILLE RD
Woodville Community Park
Woodville Community Center
WOODVILLE HWY
Exhibit 17
TLCPD GIS DJ: April 28, 2014
Quadrants: All
1
2
3
4
OXHAM CUTOFF


Desoto Winter Encampment
E JEFFERSON ST
FLEMING ST
BROWARD ST
DELORES DR
MARRIOTT DR
APALACHEE PKWY
GOODBODY LN
E LAFAYETTE ST
MARVIN ST
SUWANNEE ST
GOVERNORS DR
DE SOTO PARK
MERRITT DR
MYERS PARK DR
SEMINOLE DR
HOLLAND DR
GAINES ST
ST LINE RAILROAD
GREYTHORN LN
ROWELL DR
CARLTON DR
OLD FORT DR
AZALEA DR
CAMELLIA DR
LBAN AVE
CIRCLE
Myers Park & Wade Wehunt Pool
Parks
THOMASVILLE RD
CENTERVILLE RD
N MONROE
I-10
TRAM RD
BLOXHAM CUTOFF
1
2
3
4
Quadrant: 1
Exhibit 18
N
W
E
S
Date Printed: April 3, 2013


Northeast Park
HORSESHOE PLANTATION RD
HORSESHOE PLANATION RD
THOMASVILLE RD
PICKLE POND
WITHERS RD
RAQUEL LN
PROCTOR RD
PROCTOR RD
HUNTER LAKE
BOAT POND
N
W
E
S
THOMASVILLE RD
CENTERVILLE RD
N MONROE
I-10
TRAM RD
BLOXHAM CUTOFF
1
2
3
4
Quadrant: 1
Exhibit 19
Date Printed: Jan. 27, 2014

Project 20, Water Quality and Stormwater Improvements: Water Quality Program: Funding for stormwater, sewer and/or water quality retrofit to be split 50/50 between County and City.

EXHIBIT 20


Florida A & M Entry points
GAMBLE ST. & PERRY ST. INTERSECTION ENHANCEMENT
E. PALMER AVE. & W. PALMER AVE. LEFT TURN SIGNAL TO ALLOW ACCESS TO FLORIDA A&M UNIVERSITY ENTRANCE
OSCEOLA ST. & ADAMS ST. INTERSECTION ACCESS IMPROVEMENTS
FAMU
W GAINES
MOSLEY ST
LBI DR
INDUSTRIAL DR
MCDONNELL DR
ST FRANCIS ST
ALL SAINTS ST
W BLOXHAM ST
BLOUNT ST
SEABOARD ST
W VAN BUREN ST
E VAN BUREN ST
FAMU WAY
W HARRISON ST
E HARRISON ST
GAMBLE ST
FLORAL ST
MILES ST
LIBERTY ST
MANATEE ST
NASSAU ST
OKALOOSA ST
KISSIMMEE ST
OSCEOLA ST
PALM BEACH ST
SHALOM LN
CAMPBELL ST
PALMETTO ST
YAEGER ST
WALLIS ST
PALMER AVE E
BARBOURVILLE DR
YOUNG ST
KESTNER ST
LINCOLN ST
FLAGLER ST
LEWIS ST
E MAGNOL
LAKE BRADFORD RD
S ADAMS ST
S MONROE ST
S MARTIN LUTHER KING JR BLVD
S BRONOUGH ST
BRONOUGH ST
MELVIN ST
HUDSON ST
S GADSDEN ST
S MERIDIAN ST
GOLF TERRACE DR
WILLIAM ELLIS ST
MYERS
OAKLAND AVE E
HART ST
DREW ST
BOB HAYES LN
FOSTER-TANNER LN
GIBBS HALL TRL
WAHNISH WAY
PERRY ST
WAILES ST
ARDELIA CT
CLEVELAND ST
RUSSELL ST
DISSTON ST
GENE ST
MILL ST
KEITH ST
SAXON ST
PASCO ST
FLIPPER ST
MAIN ST
BALTZELL ST
BROAD ST
OWENS ST
RENFROE VALLEY ST
HIRT CT
STILL CT
ROY LN
COMMERCIAL ST
CONKLIN ST
RAILROAD
STONE VALLEY WAY
TEARNS ST
S CALHOUN
S GADSDEN ST
SUWAN
THOMASVILLE RD
CENTERVILLE RD
N MONROE
I-10
TRAM RD
BLOXHAM CUTOFF
1
2
3
4
Quadrants: 3 and 4
Exhibit 21
Date Printed: Jan. 27, 2014

Orange-Meridian Placemaking

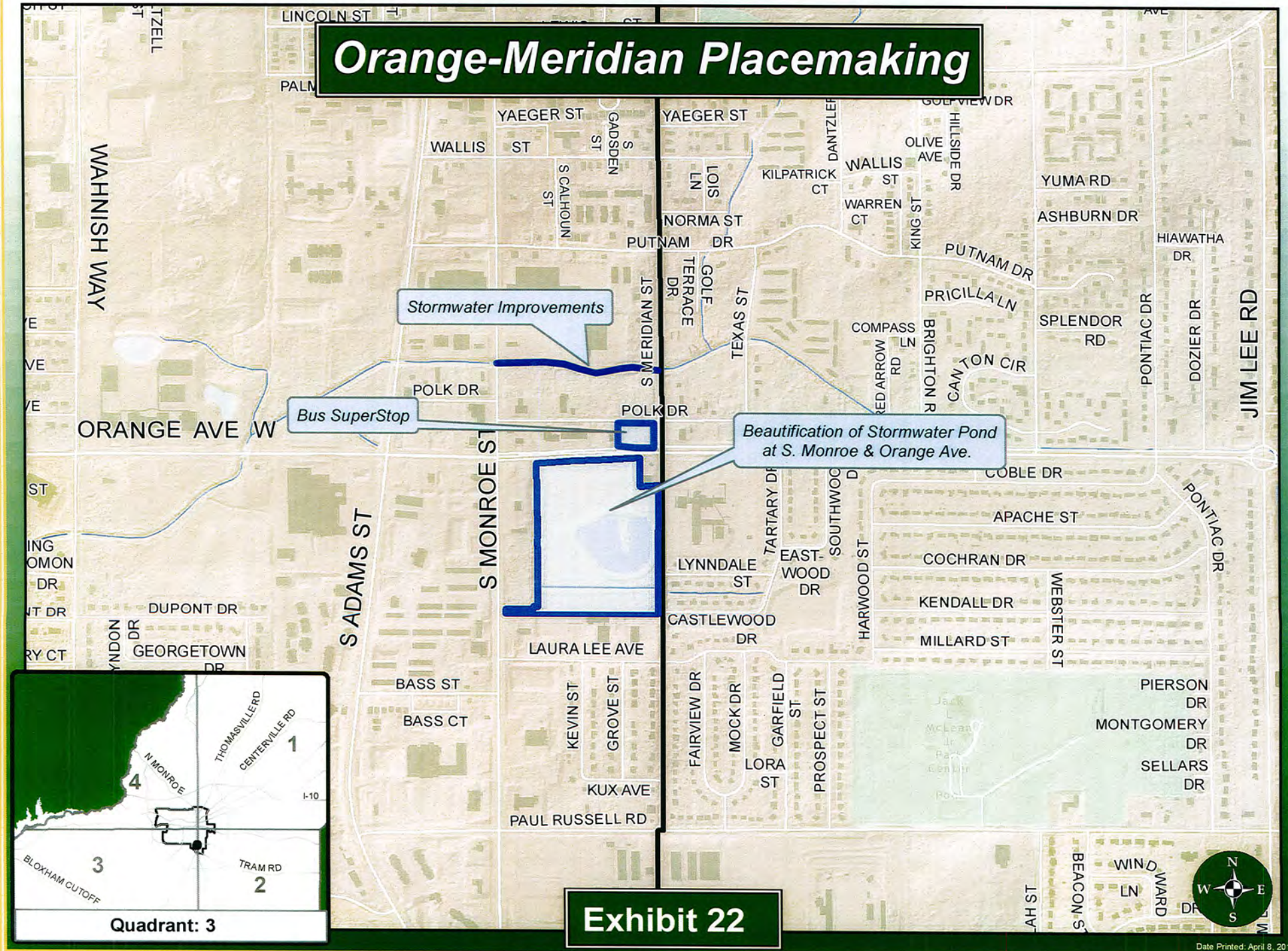
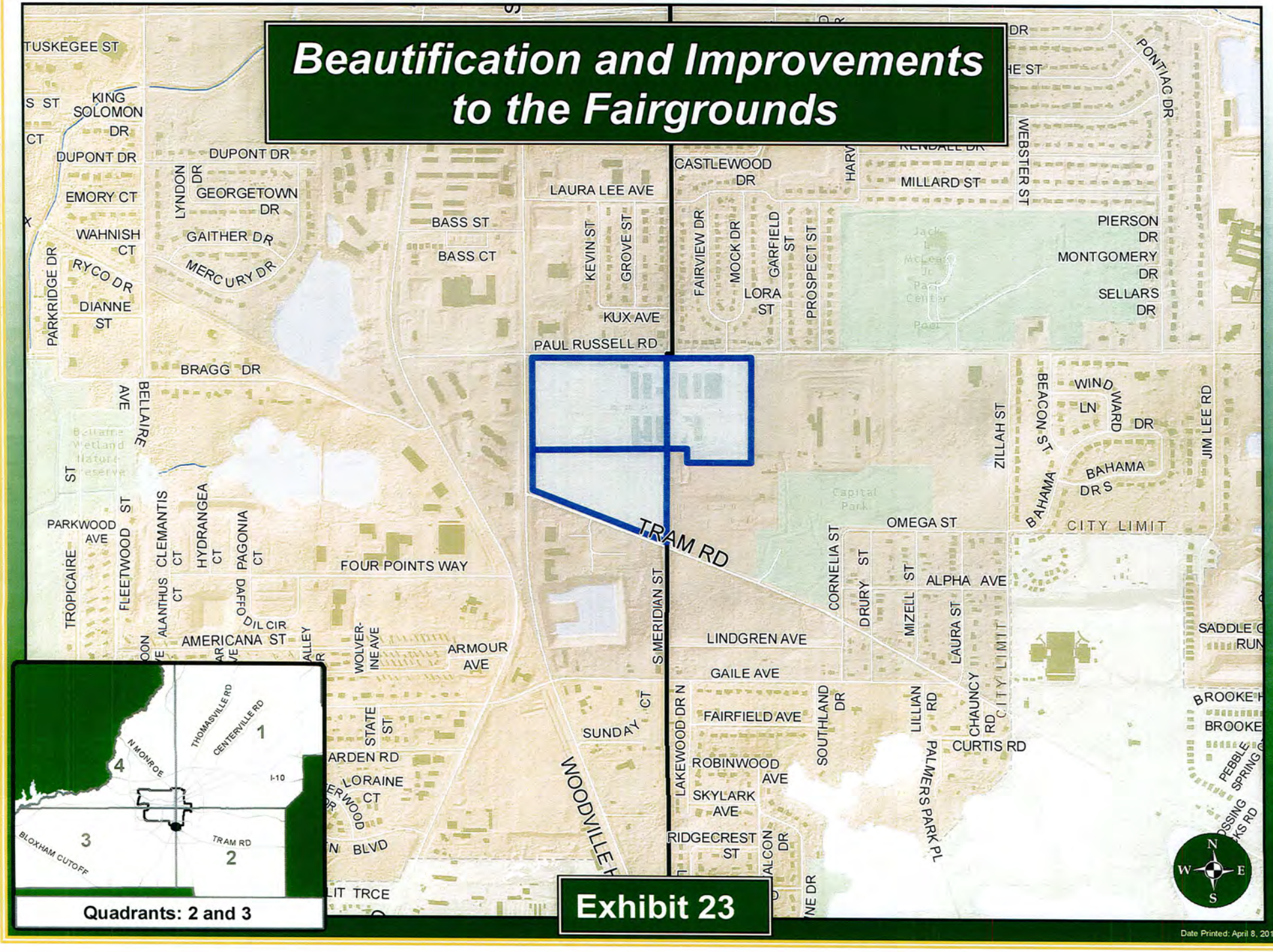


Exhibit 22

Date Printed: April 8, 2013

Beautification and Improvements to the Fairgrounds

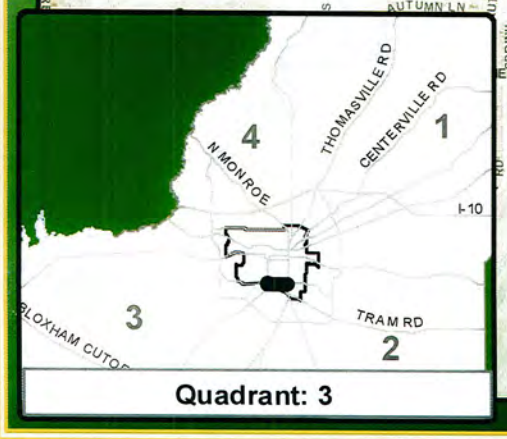


Quadrants: 2 and 3

Exhibit 23

Date Printed: April 8, 2013

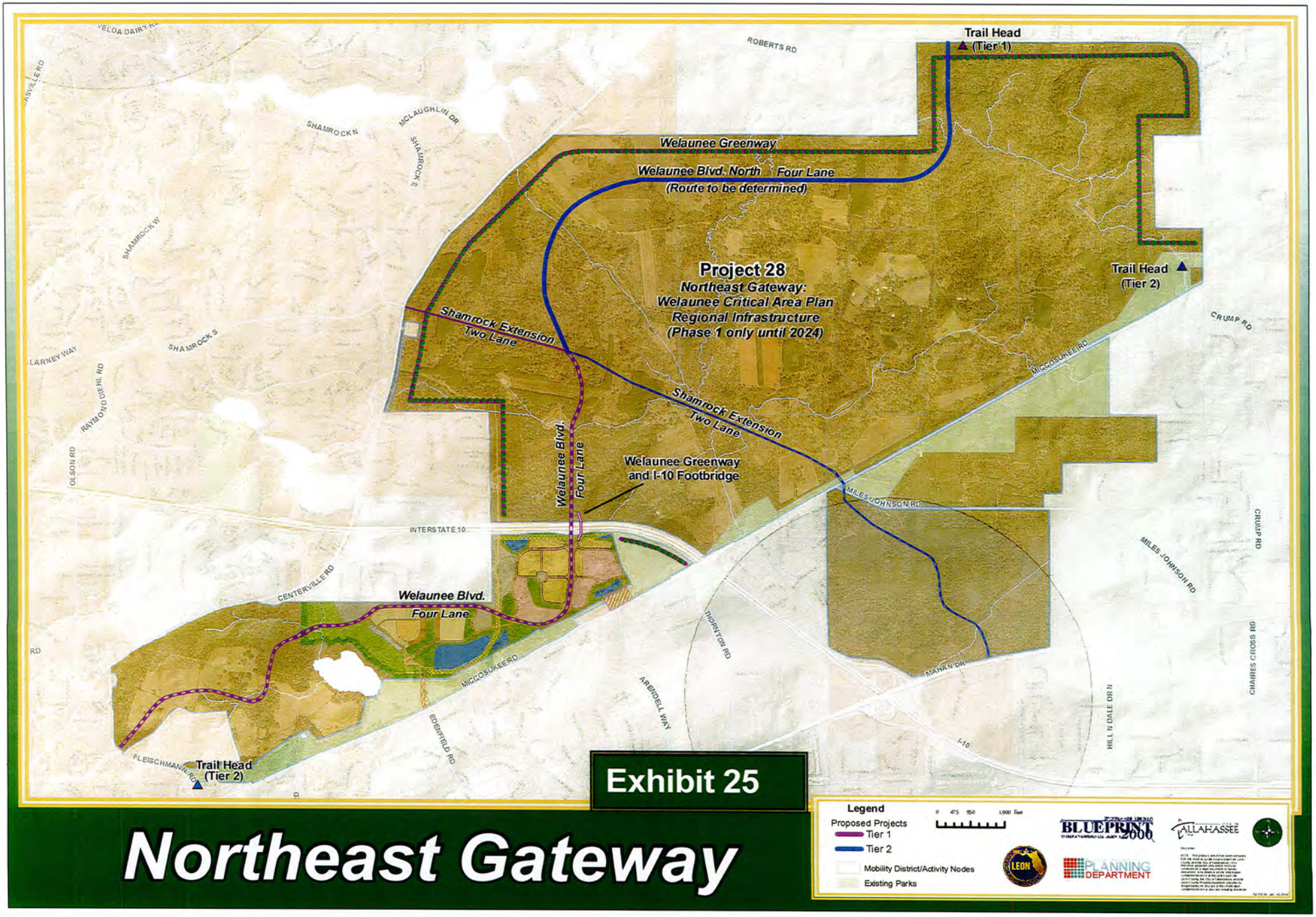
Orange Avenue Widening from Adams Street to Springhill Road



Quadrant: 3

Exhibit 24

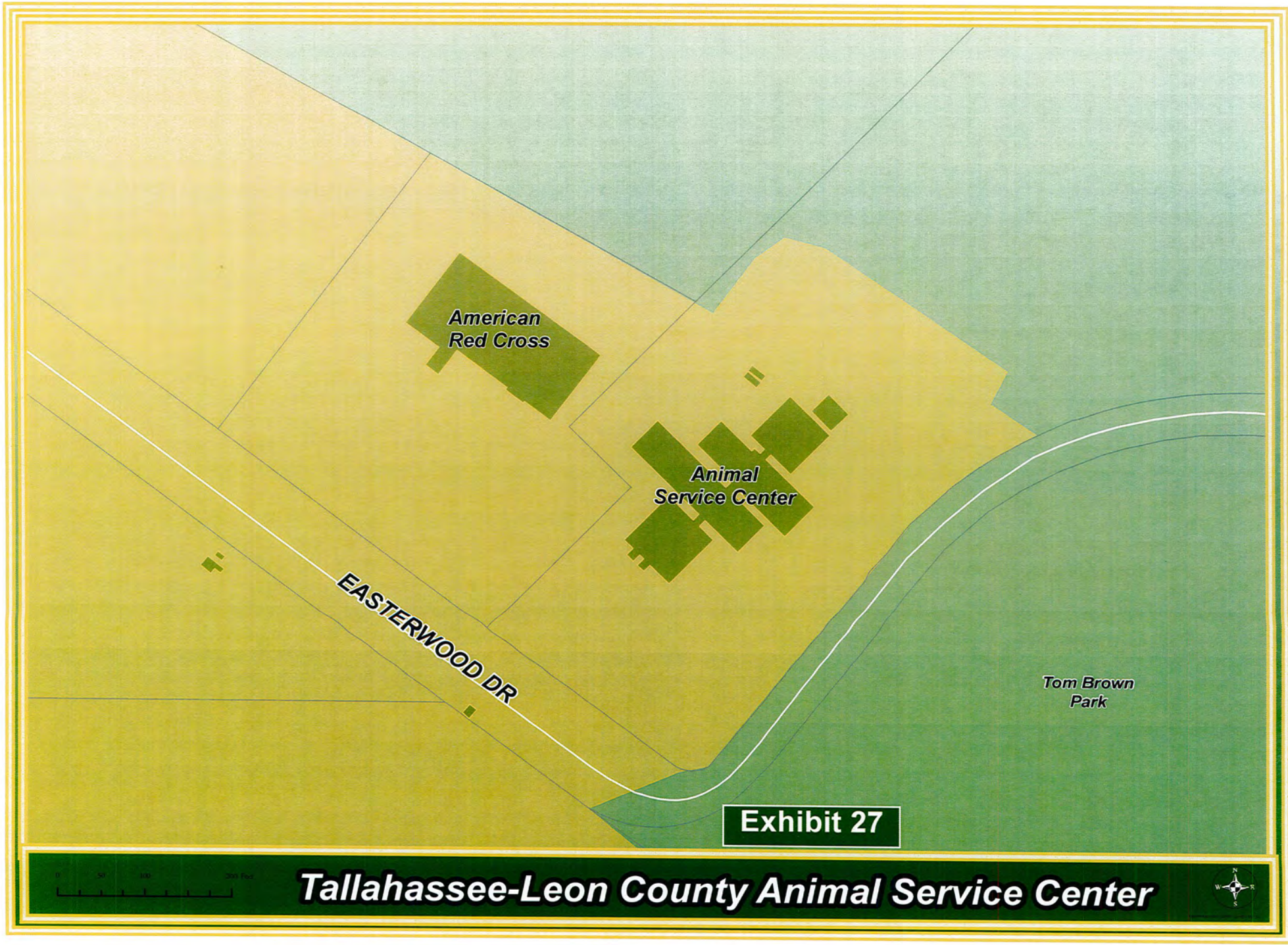
Date Printed: Feb 2, 2014



Northeast Gateway

Project 26, Alternative Sewer Solutions Study: Funding to study and develop preferred options for management alternatives to traditional onsite sewage treatment and disposal systems in the unincorporated areas of Leon County, including the Primary Springs Protection Zone; identify preferred options for responsible management entities, including recommendations for financing and management structures for identified preferred options; recommend regulatory measures; identify other issues related to sewage treatment and disposal system financing.

EXHIBIT 26


American
Red Cross
Animal
Service Center
EASTERWOOD DR
Tom Brown
Park
Exhibit 27
Tallahassee-Leon County Animal Service Center

Implement Greenways Master Plan

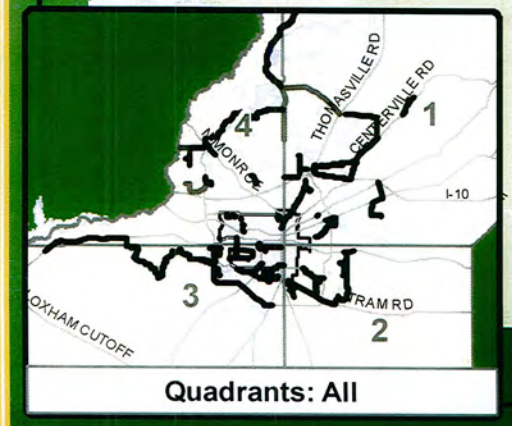


Exhibit 28

Date Printed: Jan. 27, 2014

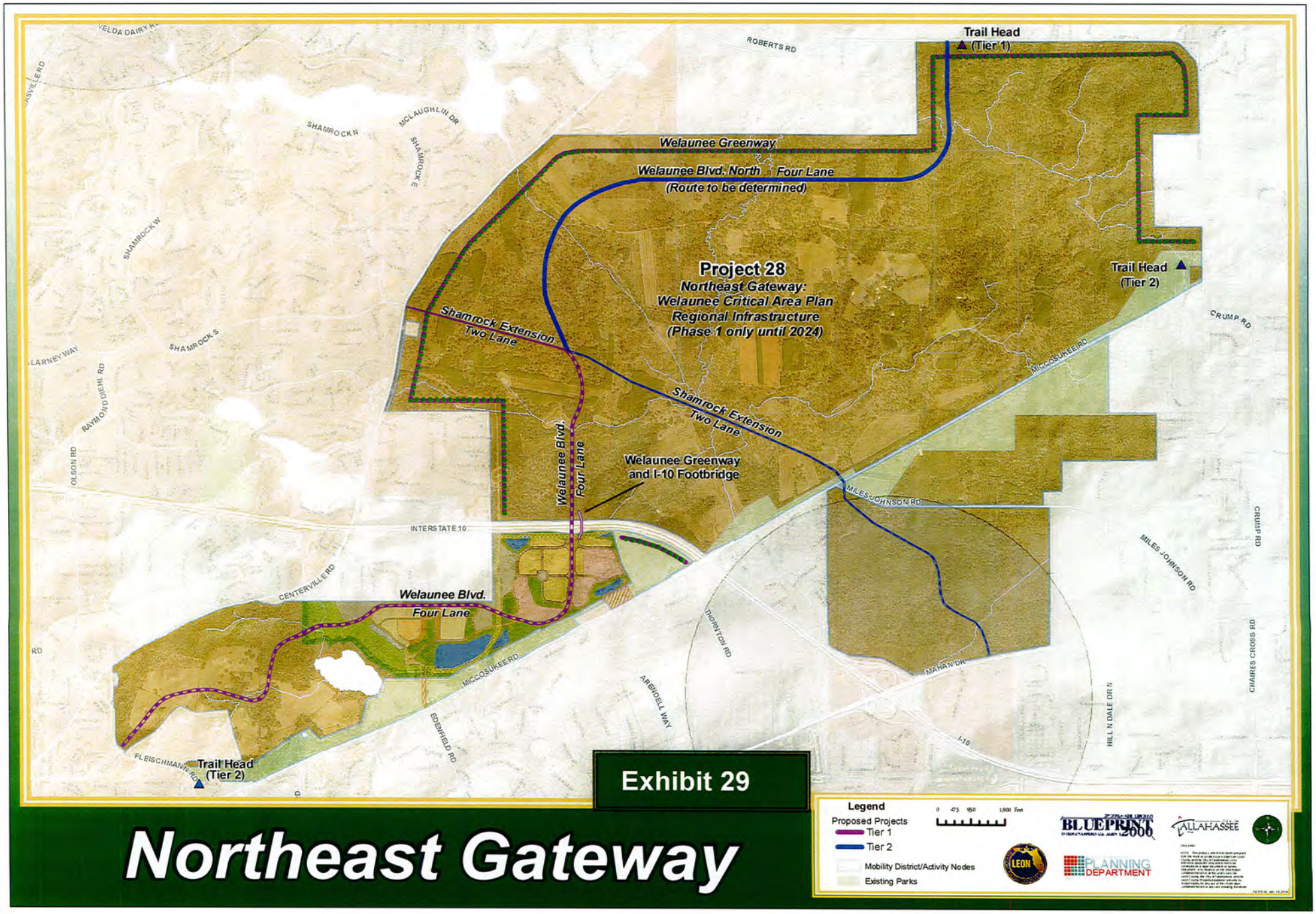


Exhibit 29

Northeast Gateway