

AMENDED AND RESTATED
INTERLOCAL AGREEMENT
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY

between

LEON COUNTY, FLORIDA
("County")

and

CITY OF TALLAHASSEE, FLORIDA
("City")

DATED as of February 1, 2003

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**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT made and entered into as of the 1st day of February, 2003, by and between Leon County, Florida (“County”), and the City of Tallahassee, Florida (“City”) (collectively, “Members”).

WITNESSETH:

WHEREAS, Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency (the “Blueprint 2000 Intergovernmental Agency,” the “Intergovernmental Agency” or the “Agency”) was formed by Interlocal Agreement on October 27, 2000 (“Interlocal Agreement”); and

WHEREAS, the parties to the Interlocal Agreement have agreed to modifications and amendments to the Interlocal Agreement to reflect certain agreed upon changes thereto; and

WHEREAS, in addition and supplemental to their other powers, the undersigned 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, the County and the City wish by this Agreement to provide for the obligations of the Agency 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 Interlocal Agreement provided for the creation of an interlocal agency pursuant to Chapter 163, Part I, Florida Statutes, (the

“Interlocal 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 Sales Tax, as hereinafter defined; and,

WHEREAS, it is in the best interest of the County and the City to amend the 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 the projects to be financed with the proceeds of such Dedicated Sales Tax.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits to flow to each other, and to the citizens of the State of Florida, and in consideration of the mutual covenants, promises and agreements herein contained, the Members hereby agree with each other to amend and restate in its entirety the Interlocal Agreement by this Amended and Restated Interlocal Agreement (herein, the “Amended and Restated Interlocal Agreement” or the “Agreement”) as follows:

PART I

PURPOSE; EXTENSION OF SALES SURTAX;

GOVERNANCE; DURATION; LIQUIDATION; EFFECTIVE DATE

SECTION 1. PURPOSE OF THIS AGREEMENT.

The purpose of this Agreement is to create and the Members do hereby create, a legal entity constituting a public body corporate and politic under Section 163.01 of Chapter 163, Part I, Florida Statutes, as amended, composed of the Members, to be known as the “Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency” to implement the agreements of the Members as herein set forth.

The Intergovernmental Agency is formed to undertake the acquisition, financing, planning, constructing, managing, operating, servicing, utilizing, owning and exchanging of the Blueprint 2000 Projects as herein described, to receive and expend the Dedicated Sales Surtax 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 SALES SURTAX EXTENSION.

Pursuant to Leon County Ordinance enacted September 12, 2000, the provisions of Section 212.055(2), Florida Statutes, and referendum of the Leon County electorate on November 7, 2000, the local government infrastructure sales surtax, originally scheduled to expire on November 30, 2004, shall continue until December 31, 2019, 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 2000 Intergovernmental Agency to provide for the project management structure for the project planning, financing and construction of the Blueprint 2000 projects listed in Section 8 of Part V hereof (the “Blueprint 2000 Projects”) and to undertake the other functions provided herein. The Interlocal Agency 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 weight to be given to the vote of each member of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors, may adopt bylaws, rules, regulations, policies and procedures to govern the actions and procedures of the Intergovernmental Agency, and of the Board of Directors.

The Bylaws of the Agency previously adopted on February 14, 2001 and revised on September 17, 2001, 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 any Member or other entity to the Intergovernmental Agency.

SECTION 4. TERM AND DURATION OF THE INTERGOVERNMENTAL AGENCY.

This Agreement shall continue in full force and effect, and the Intergovernmental Agency 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 the Intergovernmental Agency be rescinded or terminated until (a) all bonds, notes and other evidences of indebtedness of the Intergovernmental Agency 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 the Intergovernmental Agency, all obligations and liabilities, and all liens, charges and encumbrances to which property of the Intergovernmental Agency is subject shall have been satisfied, released or adequately provided for.

SECTION 5. LIQUIDATION.

Upon any termination of this Agreement and dissolution of the Intergovernmental Agency, the Board shall liquidate the business, assets and property of the Intergovernmental Agency, as expeditiously as possible, and all property of the Intergovernmental Agency, 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; Section 202.19(5), Florida Statutes, Chapter 212; 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; Section 202.19(5), Florida Statutes; and other applicable provisions of law.

B. “Blueprint 2000 Projects” means those projects described and set forth in Part V of this Agreement, as the same may be amended from time to time by agreement of the City and the County, as provided herein and in the Bylaws of the Intergovernmental Agency.

C. “Bond Resolution(s)” means a bond resolution(s), award resolution(s) or other such resolution(s) of the Intergovernmental Agency adopted from time to time authorizing the issuance of Bonds.

D. “Bond Year” means with respect to the Bonds, the Bond Year as defined in the Bond Resolution.

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

F. “Bonds” means the bonds, notes and any other obligations issued by the Intergovernmental Agency.

G. "City's Sales Surtax" means fifty percent (50%) of the Extended Sales Surtax.

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

I. "Clerk" means the clerk of the Intergovernmental Agency, as designated from time to time by the Board of Directors.

J. "County's Sales Surtax" means fifty percent (50%) of the Extended Sales Surtax.

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

L. "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.

M. "Dedicated Sales Surtax" means eighty percent (80%) of the Extended Sales Surtax, which shall be used by the Intergovernmental Agency 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.

N. "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.

O. “Extended Sales Surtax” means the one percent (1%) local government infrastructure sales surtax authorized by Section 212.055, Florida Statutes; levied pursuant to Ordinance No. 0035 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.

P. “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.

Q. “Project Site” or “Sites” means the lands and interests upon which the Blueprint 2000 Projects are to be constructed, as more particularly described in 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

POWERS

In order to accomplish the purposes set out above, the Intergovernmental Agency 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 its Members, 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 Members, unless specifically agreed by such Members, and, to the extent permissible under Florida law, grant a mortgage or security interest in property acquired through loan proceeds, provided that without each Member's consent, it shall be non-recourse with respect to such Members;

H. Establish, operate and manage a pooled loan project or projects for utilization by the Intergovernmental Agency or its Members or others duly authorized by the Intergovernmental Agency;

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 the Intergovernmental Agency 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 the Intergovernmental Agency, 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 Members, 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 Members 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 the Agency 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;

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;

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 Amended and Restated Interlocal 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 the Blueprint 2000 Intergovernmental Agency, 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. Sue and be sued;

GG. Adopt and use a seal; and

HH. 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 Interlocal Act or this Amended and Restated Interlocal Agreement, necessary for the governance and management of the affairs of the Blueprint 2000 Intergovernmental Agency, for the execution of the powers, obligations and responsibilities vested in the Blueprint 2000 Intergovernmental Agency, and for carrying out the provisions of this Amended and Restated Interlocal Agreement.

PART IV

BOARD OF DIRECTORS; OFFICERS

SECTION 1. GENERAL.

The Intergovernmental Agency 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 the Intergovernmental Agency and review the previous year's performance report.

C. Approve the annual operating budget and capital improvement program of the Intergovernmental Agency and plans for financing the same from the Dedicated Sales Surtax.

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 the Blueprint 2000 Projects.

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 the Agency 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 the Intergovernmental Agency; attest to all signatures and certify as to all proceedings and documentation of the Intergovernmental Agency; 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, and 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

SECTION 1. INTERGOVERNMENTAL MANAGEMENT COMMITTEE.

An Intergovernmental Management Committee (the “Intergovernmental Management Committee”) is hereby created and established to jointly administer this program and make recommendations on policy to the Blueprint 2000 Intergovernmental Agency and carry out the long range direction of the Blueprint 2000 Intergovernmental Agency. The Intergovernmental Management Committee shall meet at least quarterly and shall consist of the County Administrator of the County (the “County Administrator”) and the City Manager of the City (the “City Manager”).

The Intergovernmental Management Committee shall have the following powers:

- A. Monitor the operations of the program.
- B. 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.
- C. Recommend approval of an operating budget.
- D. Recommend approval of long and short term work plans.
- E. Recommend issuance of Request For Proposals.
- F. Approve purchasing, contracts, and change orders in accordance with the approved Agency Procurement Policy, as amended from time to time.

SECTION 2. STAFFING.

A Staff Director 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 shall jointly evaluate the performance of the Staff Director at least annually. The Staff Director shall develop policies and procedures for the program which will be reviewed and approved by the County Administrator and the City Manager.

Responsibilities of the Staff Director:

- A. The Staff Director shall manage a multi-disciplinary staff and shall be responsible for carrying out the implementation of the Blueprint 2000 Projects.
- B. The Staff Director and staff shall have the option of being County employees or City employees, only for purposes of employee benefit

administration.

C. Coordinate with the Blueprint 2000 Technical Coordinating Committee (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.

D. Prepare a public information plan and sustain effective relationships with stakeholders and affected parties to Blueprint 2000 Projects.

E. Submit project status reports to the Intergovernmental Agency every six months.

SECTION 3. BLUEPRINT 2000 TECHNICAL COORDINATING COMMITTEE.

An intergovernmental technical coordinating committee is hereby created and established to provide professional advice and technical expertise to the Staff Director on a project basis to be known as the “Blueprint 2000 Technical Coordinating Committee.” The membership of the Blueprint 2000 Technical Coordinating Committee shall be as designated in the Bylaws.

Responsibilities of the Blueprint 2000 Technical Coordinating Committee:

A. Work with Staff Director to ensure coordination with other ongoing and future projects and related issues.

B. Review Blueprint 2000 Project scope and implementation plans and make recommendations to Staff Director.

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

D. 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, as well as serving as a liaison to the Metropolitan Planning Organization.

SECTION 5. CITIZEN ADVISORY COMMITTEE.

A Citizen Advisory Committee is hereby created and established to serve in an advisory capacity to the Blueprint 2000 Intergovernmental Agency. The Committee shall consist of twelve members serving three year staggered terms. Four members shall be selected by the Blueprint 2000 Intergovernmental Agency from a list of three names for each position provided by the Economic and Environmental Consensus Committee (EECC) and shall include: 1 -EECC member, 1-financial expert with bonding experience, 1 -natural scientist/biologist, and 1 -planner. Three members shall be selected by the Blueprint 2000 Intergovernmental Agency from a list of three names for each position provided by the Citizens 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. The remaining five members shall be selected as follows:

- 1 - Chairman of the Economic Development Council or designee thereof
- 1 - Representative appointed by the Capital City Chamber of Commerce
- 1 - Chairman of the Planning Commission or designee thereof
- 1 - Representative from Council of Neighborhood Associations
- 1 - Representative from the Big Bend Environmental Forum

Responsibilities of the Citizen Advisory Committee shall be to review work plans, financial audits and performance audits and make recommendations to the Blueprint 2000 Intergovernmental Agency.

SECTION 6. ACCOUNTING SYSTEM.

The Blueprint 2000 Intergovernmental Agency may designate either the City or the County as the entity for maintaining the accounting system for the Agency. The City and the County will each be provided the same level of access to all information pertaining to the Agency.

SECTION 7. PROJECT RESTRICTIONS.

Permissible Dedicated Sales Surtax projects are restricted to the following categories:

- A. Stormwater and Water Quality
- B. Transportation Improvements
- C. Greenways and Parks and Recreation

SECTION 8. PROJECTS.

The proceeds of the Dedicated Sales Surtax which are dedicated to Blueprint 2000 Projects shall be used for the purpose of funding Blueprint 2000 Projects as approved by the County and City Commissions on July 10, 2000, as follows (a -i represent first priority, j -w represent second priority):

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).

SECTION 9. AMENDMENT, DELETION OR ADDITIONS TO PROJECTS.

The above listed projects can only be significantly amended, deleted, or added to if unforeseen conditions, as determined by the Board of Directors, require such changes and if the City Commission and the Board of County

Commissioners each approve such change by a supermajority vote (a majority plus one of the voting members of each body), after taking into consideration the recommendations of the Citizen Advisory Committee, the Blueprint 2000 Technical Coordinating Committee, and the Intergovernmental Management Committee. Such a vote will not be taken until the Blueprint 2000 Intergovernmental Agency holds at least two noticed public hearings with respect to such proposed change.

SECTION 10. ADDITIONAL COUNTY PROJECTS.

The 10% share of the 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:

- A. Transportation Projects
- B. Stormwater and Water Quality
- C. Parks and Recreation Facilities
- D. Intersection Improvements, Bridges, Sidewalks, Bike Lanes, Bike Paths, Traffic Calming,
- E. Greenway and Bike Trails, and
- F. Other projects approved by the Board of County Commissioners.

SECTION 11. ADDITIONAL CITY PROJECTS.

The 10% share of the 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-44:

- A. Transportation Projects
- B. Stormwater and Water Quality
- C. Parks and Recreation Facilities
- D. Gateway Enhancements

- E. Greenway and Bike Trails, and
- F. Other projects approved by the City Commission.

SECTION 12. REIMBURSEMENT.

The Blueprint 2000 Intergovernmental Agency may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by the Blueprint 2000 Intergovernmental Agency.

PART VI
FINANCING

SECTION 1. SHARE OF SURTAX.

As further provided herein, the proceeds of the Extended Sales Surtax levied as provided by law and distributed by this Agreement to the County and the City or as specified herein throughout the term of this Agreement as follows:

<u>Governmental Body</u>	<u>Share of Proceeds</u>
Leon County	50%
City of Tallahassee	50%

As further provided herein, the County and the City hereby irrevocably agree that 80% of the total proceeds previously, defined herein as the “Dedicated Sales Surtax,” shall be used for Blueprint 2000 Projects as approved by the County and City Commissions on July 10, 2000, and ratified in Part V hereof. The County and the City further hereby irrevocably agree that the Dedicated Sales Surtax shall be deposited directly into the account of the Blueprint 2000 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.

SECTION 2. APPROVAL AND ISSUANCE OF BONDS.

In order to finance Blueprint 2000 Projects and in full compliance with the provisions of this Agreement, the Intergovernmental Agency may proceed to issue the Bonds. The Bonds may be issued by a resolution of the Board of Directors of the Intergovernmental Agency. Such resolution shall be subject to such terms and conditions and provide for the disposition from time to time of the funds and accounts held under the Bond Resolution, as the Intergovernmental Agency, 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 the Intergovernmental Agency.

Pursuant to provisions of the Interlocal Act, the Blueprint 2000 Intergovernmental Agency 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. 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 the Blueprint 2000 Intergovernmental Agency.

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.

The Bonds shall be secured by a first priority lien and pledge of the Dedicated Sales 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 Sales Surtax as shall be legally available therefor may be used to pay costs of planning of the Agency for the construction of the Blueprint 2000 Projects, including budgeted expenses of the administration and operation of the Intergovernmental Agency. In no event will Dedicated Sales Surtax proceeds be utilized to pay or reimburse

maintenance or other expense items for which such Dedicated Sales Surtax proceeds may not be lawfully expended.

The City and the County hereby find and determine that unless and until additional operational, maintenance or other responsibilities are conferred upon the Intergovernmental Agency, the sole function and purpose of the Agency shall be to carry out the planning, financing and construction of the Blueprint 2000 Projects and therefore all costs of administration and operation of the Intergovernmental Agency are costs of planning, financing and constructing infrastructure within the meaning and contemplation of Section 212.055(2)(d), Florida Statutes.

SECTION 3. NO MORTGAGE OF BLUEPRINT 2000 PROJECTS.

Neither the City, the County nor the Intergovernmental Agency will mortgage, pledge or otherwise encumber the Blueprint 2000 Projects or the Project Sites during the term of this Agreement.

SECTION 4. SURPLUS FUNDS.

Any surplus funds, accounts or revenues arising from the operations of the Blueprint 2000 Projects 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 and the Blueprint 2000 Projects shall, at the option of the Intergovernmental Agency, be used either for additional improvements to such projects, retirement of Bonds, or for use for any lawful purposes of the Intergovernmental Agency.

PART VII

COVENANTS; PLEDGES AND REMEDIES

SECTION 1. 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 the Intergovernmental Agency and the Bondholders as follows:

A. Pledge of the City's Share of the Dedicated Sales Surtax. To secure the obligations of the Intergovernmental Agency 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 Sales Surtax for payment in the manner herein provided, effective without further act of the City or any filing except as required in Section 6 of Part IX hereof.

B. Pledge of the County's Share of the Dedicated Sales Surtax. To secure the obligations of the Intergovernmental Agency 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 Sales Surtax for payment in the manner herein provided, effective without further act of the County or any filing except as required in Section 6 of Part IX hereof.

C. Obligations of the City and the County. 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 the City's Share and the County's Share. Commencing with the first deposits of the Extended Sales Surtax on or following December 31, 2004, and continuing to and including December 31, 2019, the Dedicated Sales Surtax shall be deposited directly by the Department

of Revenue of the State of Florida to the account of the Intergovernmental Agency, 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 the Intergovernmental Agency. The City and the County each agree to provide written direction to DOR and take all actions necessary to cause the Dedicated Sales Surtax proceeds to be deposited directly into the designated account of the Intergovernmental Agency.

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

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

G. Annual Budgets. 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 Sales Surtax to or for the account of the Agency 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. Books and Records. The County shall keep separately identifiable financial accounts and data concerning the collection or deposit of the County’s Share and the City shall keep separately identifiable financial accounts and data concerning the collection or deposit of the City’s Share 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. Reports and Annual Audits. 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 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. No Lien on or Pledge of Ad Valorem Revenues. The pledge by the City of the City's Share and the County of the County's Share, of the Dedicated Sales 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 Sales 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. Trust Funds. Any funds held hereunder or from which payments are to be made pursuant hereto, whether in the accounts of the City, the County, the Intergovernmental Agency 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. Enforcement of Collections. The City and the County are each currently receiving the Existing Sales 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 Sales Surtax and (ii) diligently enforce their respective rights to receive the Extended Sales Surtax and 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 the Intergovernmental Agency) 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 Sales 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 Sales 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. Limitation of City or County Funds. 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 Sales Surtax.

N. Issuance of Other Obligations. 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 Sales 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 Sales Surtax.

SECTION 2. INFORMATION TO BE MADE AVAILABLE.

A. The City and the County shall each, upon request, furnish to the Intergovernmental Agency 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 the Intergovernmental Agency shall be reasonably requested to deliver pursuant to the Bond Resolution.

B. The City and the County shall each at the time requested by the Intergovernmental Agency, cause an opinion or opinions (i) to be delivered by one or more attorneys or firms of attorneys satisfactory to the Intergovernmental Agency with respect to 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, the legality under the terms and conditions of this

Agreement as it relates to the holders of such Bonds of the performance by each of the Member's Agreement, and (ii) 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 the Intergovernmental Agency, 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 the Intergovernmental Agency 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 Member from time to time promptly following the occurrence of a "material event" as described in the Rule, and as otherwise may be requested by the Intergovernmental Agency, or its designees, but in any case, no less frequently than shall enable the Intergovernmental Agency or the underwriters or broker/dealers of the obligations of the Intergovernmental Agency to comply with any such law, judicial decision, regulation, rule or policy.

In addition to the foregoing, each Member will provide to the Intergovernmental Agency, 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 the Intergovernmental Agency's bonds or other indebtedness (collectively, a "Bond Insurer").

Each Member 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 3. 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 this Agreement, except for Part V, 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 4. 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 5. 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 this 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, the Intergovernmental Agency and the Bondholders upon the issuance of Bonds, on the date of execution hereof by all parties, and the filing of this

Agreement in accordance with Section 5 of Part IX hereof. The County and the City hereby authorize the Intergovernmental Agency to pledge and assign each of their respective obligations under this Agreement for the benefit of the Bondholders in the manner as shall be provided by this Agreement and the Bond Resolution, or other resolutions of the Intergovernmental Agency.

PART VIII

MODIFICATION OR AMENDMENT

SECTION 1. 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 this 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 Section 1A and Section 1B of Part VII, 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.

PART IX
MISCELLANEOUS

SECTION 1. ACCUMULATED NET REVENUES.

After completion of all Blueprint 2000 Projects and after all expenses and obligations of the Intergovernmental Agency are paid or provided for, unless the City and the County mutually agree to entrust ongoing operational or other responsibilities to the Intergovernmental Agency, the Interlocal Agency shall conclude its activities and any surplus revenue over and above expenses of the Intergovernmental Agency 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 the Intergovernmental Agency for the issuance of bonds or other indebtedness.

SECTION 2. FISCAL CONTROL.

The Intergovernmental Agency shall maintain its financial records in accordance with generally accepted accounting principles. An annual budget shall be adopted by the Intergovernmental Agency. 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. TERM.

This Agreement shall continue, and shall not expire prior to such time as the Bonds shall be fully paid or provisions shall be made for the payment of all of the Bonds as provided in the Bond Resolution and subsequent supplemental resolutions pertaining to the sale of the Bonds and all other obligations of the City, the County, and the Intergovernmental Agency shall be satisfied.

SECTION 5. FILING AND EFFECTIVE DATE.

This Agreement shall become effective upon the occurrence of all of (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 6. NO IMPAIRMENT OF OBLIGATIONS OF CONTRACT.

The Intergovernmental Agency, 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. The Intergovernmental Agency 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 the Intergovernmental Agency for the obligations hereunder to be and remain fully enforceable in the manner herein provided.

SECTION 7. 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 8. 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 9. VALIDITY.

If any paragraph, sentence, clause, phrase, or portion of this 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 10. NO LIABILITY.

No member, agent, officer, official committee or committee member, or employee of the Blueprint 2000 Intergovernmental Agency 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 the Blueprint 2000 Intergovernmental Agency.

SECTION 11. 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 12. CONTROLLING LAW; MEMBERS OF THE CITY, THE INTERGOVERNMENTAL AGENCY AND THE COUNTY NOT LIABLE.

All covenants, stipulations, obligations and agreements of the City, the Intergovernmental Agency and the County contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City, the Intergovernmental Agency 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, the Intergovernmental Agency or the County in its, his or their individual capacity, and neither the members of the governing body of the City, the Intergovernmental Agency 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 the Intergovernmental Agency or the County of this Agreement or any act pertaining hereto or undertaking to carry out the obligations imposed by this Agreement upon the Intergovernmental Agency.

IN WITNESS WHEREOF, Leon County, Florida, and the City of Tallahassee, Florida, have caused this Amended and Restated Interlocal Agreement to be executed by duly authorized officers thereof as of the 1st day of February, 2003.



**BOARD OF COUNTY
COMMISSIONERS, LEON
COUNTY, FLORIDA**

BY: Tony Grappa
TONY GRAPPA, CHAIRMAN

ATTESTED:
[Signature]
BOB INZER
CLERK OF COURT

APPROVED AS TO FORM:
[Signature]
HERBERT W. A. THIELE, ESQ.
COUNTY ATTORNEY

**CITY OF TALLAHASSEE,
FLORIDA**

BY: Scott Maddox
SCOTT MADDOX, MAYOR

ATTESTED:
[Signature]
GARY HERNDON
CITY TREASURER-CLERK

APPROVED AS TO FORM:
[Signature]
JAMES R. ENGLISH
CITY ATTORNEY

A Certified Copy
Attest:

Bob Inzer

Clerk of Circuit Court
Leon County, Florida



By: Sander C. O'Neal
D.C.