

**INTERLOCAL AGREEMENT
BETWEEN CITY OF TALLAHASSEE, FLORIDA AND
LEON COUNTY, FLORIDA CONCERNING ESTABLISHING
JOINT EXECUTIVE DIRECTOR FOR BLUEPRINT 2000
AND TALLAHASSEE-LEON COUNTY PLANNING DIRECTOR**

THIS AGREEMENT, made and entered into on this 11th day of ~~June~~^{August}, 2011, by and between the CITY OF TALLAHASSEE, Florida, a Florida municipal corporation (hereinafter referred to as "City") and LEON COUNTY, Florida, a political subdivision of the State of Florida and charter county (hereinafter referred to as "County"),

WHEREAS, on November 7, 2000, the citizens of Leon County approved at referendum the collection (extension) of a one cent sales tax for the purposes of constructing capital projects and other necessary infrastructure which protects sensitive environmental features within the County; and,

WHEREAS, the City and County created, by Interlocal Agreement, the Blueprint 2000 entity to serve as the governing body for the implementation of the referendum ordinance and expenditure of funds in furtherance of the infrastructure projects which were approved by the citizens of Leon County; and,

WHEREAS, the City Commission and the County Commission, sitting as the Blueprint 2000 agency constitutes the legislative body of said agency; and,

WHEREAS, the position of Executive Director of Blueprint 2000 is established by said Interlocal Agreement, and is supervised by the City Manager and the County Administrator; and,

WHEREAS, by separate Interlocal Agreement, the City and the County have established the Tallahassee-Leon County Planning Department, which has as its head the position of Planning Director; and,

WHEREAS, the Planning Director is likewise hired by and supervised by the City Manager and the County Administrator, and serves to supervise all planning functions within the City and the County; and,

WHEREAS, the planning functions for infrastructure improvements and the planning functions for the City and County Capital Improvements Element are inter-related and thus are better supervised by one single individual; and,

WHEREAS, the City and the County desire to better integrate the Planning functions into the Blueprint 2000 projects and infrastructure planning without the need of filling both positions, including the currently vacant Blueprint 2000 Executive Director position; and,

WHEREAS, the recent vacancy of the Executive Director position in Blueprint 2000 has created an opportunity to consolidate the executive functions of these two positions and thus reduce administrative overhead and expenses so that more dollars may be applied to the Blueprint 2000 projects.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises, the receipt and sufficiency of which is being acknowledged, the City and the County hereby agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement has been fully executed by the parties, and shall end on December 31, 2019, unless otherwise terminated or modified by the City and County in accordance with the terms hereof.

2. Position of Director Created. The City and the County hereby create the joint position of Planning Director and Executive Director of Blueprint 2000, to hereafter be known as the Director of Planning Land Management and Community Enhancement (“P.L.A.C.E.”).

3. Funding. The newly created Director of P.L.A.C.E. position shall be funded as follows: fifty (50%) percent by sales tax revenues collected and remitted to Blueprint 2000; and, the remaining balance shall be paid by the City and County consistent with the allocation methodology set forth in the Interlocal Agreement between the City and the County establishing the Joint Tallahassee-Leon County Planning Department dated December 23, 2009.

4. Duties and Responsibilities. The duties and responsibilities of the Director of P.L.A.C.E. shall be those duties as stated in the Interlocal Agreement between the City and County for the Tallahassee-Leon County Planning Department and as set forth in the Blueprint 2000 Interlocal Agreement, and as made be specified from time-to-time jointly by the City Manager and the County Administrator.

5. Benefits. The Director of P.L.A.C.E. may elect benefits as provided for by either the Tallahassee-Leon County Planning Department Interlocal Agreement or the Interlocal Agreement providing for the creation of Blueprint 2000, as may be amended from time to time. The Director of P.L.A.C.E. shall serve at-will and may be terminated by either the City Manager or the County Administrator unilaterally.

6. Location. The Director of P.L.A.C.E. shall have offices located in such facilities as shall be decided jointly by the City Manager and the County Administrator.

7. Conflict. In the event of a conflict between the provisions set forth herein with any provisions set forth in the Interlocal Agreement between the City and County establishing the Joint Tallahassee-Leon County Planning Department and the Interlocal Agreement providing for the creation of Blueprint 2000 and the Executive Director position specified therein, the provisions in this Agreement shall supersede and be binding upon all parties, including Blueprint 2000, to the extent of any such conflict.

IN WITNESS WHEREOF, the parties cause this Interlocal Agreement to be executed by their duly authorized representatives this 11th day of August, 2011.

APPROVED AS TO FORM:

By: [Signature]
James R. English, City Attorney
City of Tallahassee

CITY OF TALLAHASSEE

By: [Signature]
John R. Marks, III, Mayor

ATTEST:

By: [Signature]
James O. Cooke, IV,
Interim City Treasurer-Clerk

APPROVED AS TO FORM:

By: [Signature]
Herbert W. A. Thiele, County Attorney
Leon County, Florida

LEON COUNTY, FLORIDA

By: [Signature]
for John Dailey, Chairman
Board of County Commissioners

ATTEST:

By: [Signature]
Bob Inzer, Clerk of Courts

