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FIRST ADDENDUM TO THE
SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
between
LEON COUNTY, FLORIDA
and
CITY OF TALLAHASSEE, FLORIDA

 JA
Dated 13 July 2016

**FIRST ADDENDUM TO THE
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS FIRST ADDENDUM TO THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT between Leon County, Florida, and the City of Tallahassee, Florida, (hereinafter, "First Addendum"), is made and entered into this ^{of} 13 day of July, 2016, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Tallahassee, a Florida municipal corporation, hereinafter referred to as "City", collectively, the "Parties".

RECITALS:

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 pursuant to Section 212.055, Florida Statutes ("Extended 2020 Surtax"); and

WHEREAS, the Parties entered into a Second Amended and Restated Interlocal Agreement, dated December 9, 2015 ("Interlocal Agreement"), to provide for services 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 Extended 2020 Surtax; and

WHEREAS, on February 29, 2016, the Blueprint Board of Directors directed the Intergovernmental Management Committee, consisting of the County Administrator and City Manager, to finalize amendments to various interlocal agreements between the Parties to create and establish, through a consolidation of the City and County economic development offices, the Tallahassee-Leon County Office of Economic Vitality ("OEV"),

which is to be created within the Blueprint organizational structure and under the operational supervision of the Department of PLACE; and

WHEREAS, the Parties wish to utilize and hereby designate Blueprint as their economic development agency and economic development organization (acting through the “Tallahassee-Leon County Office of Economic Vitality” or “OEV”) in accordance with the provisions of Section 288.075, Florida Statutes, in order to manage OEV Programs; and

WHEREAS, the Parties agree to fund both Blueprint, as their economic development agency, and the OEV for any and all costs and expenses related to implementing programs administered by the OEV and operating the OEV, including staffing, office space, and overhead, on an equal basis, with the County and the City each providing funding of up to fifty (50%) percent of such costs and expenses; and

WHEREAS, the Parties created a joint position to manage and direct the Tallahassee-Leon County Planning Department and Blueprint, hereinafter the Director of Planning Land Management and Community Enhancement (“PLACE”) by separate Interlocal Agreement dated August 11, 2011, as amended; and

WHEREAS, the Parties also desire for the Director of PLACE to manage and direct the OEV; and

WHEREAS, the Parties desire to amend the Interlocal Agreement by way of this First Addendum.

NOW, THEREFORE, the Parties do by this First Addendum and in consideration of the foregoing Recitals and following the mutual covenants and promises, the sufficiency of which being acknowledged, hereto agree that:

SECTION 1. Part II, Section 2, of the Interlocal Agreement is hereby amended by adding the following definitions, appropriately identified and in alphabetical order:

“Office of Economic Vitality Programs” or “OEV Programs” means those programs administered and promoted by the OEV, other than Blueprint 2020 Economic Development Programs, intended to aid, assist, and promote the general economic development goals of the Parties, including economic incentive programs, recruitment of businesses to Tallahassee and Leon County, promotion of the business and industrial interests of the Parties, and administration of both the City and the County Minority, Women, and Small Business Enterprise Programs.

“Tallahassee-Leon County Office of Economic Viability” or “OEV” means the agency established by this Agreement to implement and administer, on behalf of Blueprint, OEV Programs and Blueprint 2020 Economic Development Programs.

SECTION 2. Part III., Section 2. of the Interlocal Agreement is hereby amended in its entirety to read as follows:

SECTION 2. Specific Authority: Blueprint 2020 Economic Development Programs.

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

A. Approve short term, long term and annual work plans for Blueprint 2020 Economic Development Programs, and including all powers necessary and incidental to carrying out same.

B. 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;

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

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

E. 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;

F. 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 OEV Director, as described in this Agreement; and

G. Designate the OEV Director as the primary liaison to the EDCC to prepare agenda materials, notice meetings, maintain records, and present information.

SECTION 3. Part III., Section 3. of the Interlocal Agreement is hereby created to read as follows:

SECTION 3. Specific Authority: Office of Economic Vitality Programs

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

- A. Approve short term and long term strategic plans, and approve annual work plans for OEV Programs, including all powers necessary and incidental to carrying out same.
- B. Require any organization providing economic development programing, with any portion of the proceeds of the City and County funding, to maintain detailed records of activities and expenditures;
- C. Ensure full accounting transparency of all economic development programs;
- D. Produce periodic reports detailing the relevant performance metrics of each funded economic development program;
- E. Approve periodic reports on long term strategic plan initiatives.
- F. As the designated economic development agency, allocate sufficient funding from proceeds appropriated by the Parties for payment of all costs and expenses relating to operating the OEV and implementing OEV Programs, with such costs and expenses being borne equally by the County and the City, up to fifty (50%) percent each; and

G. Determine the appropriate staffing and support levels for OEV Programs, including at a minimum, staff support comprised of the PLACE Director and OEV Director.

SECTION 4. Part V., Section 2. (Staffing) of the Interlocal Agreement dated December 9, 2015, is hereby amended in its entirety to read as follows:

A. The County Administrator and the City Manager, or their designee(s), shall direct the performance of the Director of PLACE and shall jointly evaluate that performance at least annually. The Director of PLACE shall develop policies and procedures for the administration of Blueprint with regard to Blueprint 2000 Projects, Blueprint 2020 Infrastructure Projects, Blueprint 2020 Economic Development Programs, and OEV Programs, which will be reviewed and approved by the County Administrator and the City Manager or their designee(s). The Director of PLACE shall manage a staff consisting of a Blueprint Director, OEV Director, and other necessary and appropriate personnel who shall have the option of being County employees or City employees, only for purposes of employee benefit administration.

B. Responsibilities of the Blueprint Director:

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. Other duties and responsibilities as prescribed by the Director of PLACE.

C. Responsibilities of the OEV Director:

1. Manage a multi-disciplinary staff and be responsible for carrying out the implementation of the Blueprint 2020 Economic Development Programs and OEV Programs.

2. Gather and maintain key economic and market data for the purpose of promoting business development.

3. Sustain effective relationships with stakeholders and affected parties in regard to OEV Programs.

4. In coordination with the Economic Development Coordinating Committee, develop and submit both long and short term implementation plans to the Intergovernmental Management Committee for review and approval.

5. Submit an annual work plan for review and approval by the Intergovernmental Management Committee.

6. Other duties and responsibilities as prescribed by the Director of PLACE.

SECTION 5. Part V., Section 3. (Technical Coordinating Committee) of the Interlocal Agreement is hereby amended in its entirety to read as follows:

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 Director 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 Director 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 Director.

3. Annually review other infrastructure 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 6. Part V., Section 6. B. (Economic Development Coordinating Committee) of the Interlocal Agreement is hereby amended in its entirety to read as follows:

B. The Chairman of the EDCC shall be selected annually from the membership of the EDCC, which 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
- Chair of the Committee for Economic Opportunity (CEO)
- Dean of the FSU College of Business
- Regional Director of the Small Business Administration at FAMU.

Based on the results of any proposed strategic plan, the EDCC may be altered to include additional members, who are business leaders from specific targeted industry sectors, or remove members, as the case may be, subject to recommendation of the Intergovernmental Management Committee and approval of the Board of Directors in accordance with its Bylaws.

SECTION 7. All other provisions, sections, requirements, promises, and covenants contained in the Interlocal Agreement, not otherwise in conflict with the provisions herein shall remain in full force and effect.

SECTION 8. Filing and Effective Date.

This First Addendum shall become effective upon the occurrence of all of the following: (a) the execution of this First Addendum 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.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives have executed this First Addendum as of the date first written above.



LEON COUNTY, FLORIDA

By: Bill Proctor
BILL PROCTOR, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

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

By: John Stott, Deputy Clerk

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: Herbert W. A. Thiele
HERBERT W. A. THIELE, ESQ.
COUNTY ATTORNEY

CITY OF TALLAHASSEE



By: Andrew D. Gillum
ANDREW GILLUM
MAYOR

ATTESTED:

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

APPROVED AS TO FORM:

By: Lewis E. Shelley
LEWIS E. SHELLEY, ESQ.
CITY ATTORNEY