

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR THE JOINT CITY/COUNTY PLANNING AND ZONING DEPARTMENT**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE JOINT CITY/COUNTY PLANNING AND ZONING DEPARTMENT, is made and entered into on this 13 day of July, 2016, 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”). The City and the County are also individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, under the respective parties’ Home Rule Authority, and Florida law, the City of Tallahassee and Leon County, Florida are authorized to enter into and carry out interlocal agreements related to common duties and functions of said governments; and

WHEREAS, both Leon County, Florida and the City of Tallahassee desire to continue their cooperation with regard to the provision of planning and zoning services to the citizens of both entities; and

WHEREAS, the City of Tallahassee and Leon County, Florida previously entered into an Interlocal Agreement between Leon County, Florida and City of Tallahassee for the Joint City/County Planning and Zoning Department dated September 23, 2009 (“Interlocal Agreement”); and

WHEREAS, it is of benefit to all of the citizens of the City and the County that both governments continue to resolve issues related to planning and zoning in a cooperative manner; and

WHEREAS, the Joint City/County Planning Department (“Planning Department”) is required to conduct long-range planning to include comprehensive and transportation planning, as well as current planning operations; and

WHEREAS, the Parties do by this instrument desire to amend and restate the Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the City and the County do hereby agree as follows with regard to the Planning Department:

SECTION 1. MANAGEMENT. The Planning Department shall continue to be established by this First Amended and Restated Interlocal Agreement and shall be managed in accordance with the following practices and procedures:

1.1. The Director of Planning Land Management and Community Enhancement (“PLACE”) shall manage and direct the day-to-day management and operations of the Planning Department in accordance with the provisions of this Agreement.

1.2. The employment and management of the Director of PLACE shall be governed by the provisions of the First Amended and Restated Interlocal Agreement Establishing Joint Director of the Department of Planning Land Management and Community Enhancement dated July 13, 2016.

1.3. The Planning Department budget requests shall be submitted by the Director of PLACE in a format and following such procedures as are specified by the City Manager and by the County Administrator, or their respective designees. The budget shall be amended and approved as a part of each respective government’s budget process.

1.4. The City Manager and the County Administrator, or their respective designees, and the Director of PLACE, shall develop performance measures to evaluate the services provided to each government by the Planning Department. The annual review shall include a joint prioritization of work tasks.

1.5. The Planning Department shall follow City operational policies and procedures (including but not limited to, facilities, purchasing, finance, accounting, payroll, information and automated services and risk management), except for purchases specific to County projects only.

1.6. The Planning Department shall be responsible for implementing and maintaining the Comprehensive Plan, along with its administration and the processing of any amendments thereto.

1.7. The Planning Department shall also be responsible for processing any requests for rezonings in either of the respective jurisdictions.

SECTION 2. LOCATION.

As provided in the Interlocal Agreement for Joint Management and Use of the Frenchtown Renaissance Center (the "Use Agreement"), the City and the County jointly own and manage the building known as the "Renaissance Center," within which the Planning Department shall continue to be housed as same exists upon the effective date of this Interlocal Agreement (within the "City Premises" as identified in the Use Agreement). To the extent that the Planning Department occupies space to the benefit of the County in areas of the Renaissance Center that are within the City Premises, the County agrees to pay to the City its pro rata share of all maintenance and operation of the Renaissance Center on a per square footage basis.

SECTION 3. PERSONNEL.

3.1. During the term of this First Amended and Restated Interlocal Agreement, all new employees of the Planning Department, may choose at the time of employment to enroll in the retirement, life insurance, and healthcare programs of either the City or the County. This selection of either City or County employment status for purposes of benefit selection of employees of the Planning Department cannot be changed.

3.2. The authority to hire and terminate jointly funded employees belongs to the Director of PLACE. The personnel policies, including but not limited to layoff, leave, anti-harassment, anti-discrimination, reporting, and grievance policies, and any other matters related to the employment of Planning Department employees, shall be in accord with the policies and procedures of the government whose benefits have been selected by the Planning Department employee.

SECTION 4. FUNDING.

4.1. Each governing body shall fund the Planning Department budget based upon the per capita population within the corporate limits of the City and the unincorporated area of the County, as established in the most recent certified census for each government. These costs shall include operation and maintenance of office space, personnel costs, and overhead, for all matters within the Planning Department.

4.2. Cost allocations are defined as those costs provided to the Planning Department which include, but which are not limited to, facilities, human resources, accounting, purchasing, information and automated services, garage charges, if any, and risk management.

4.3. Any costs which are exclusive to either the City or the County shall be paid by the respective government utilizing such exclusive services.

4.4. The annual budget of the Planning Department, which is to be funded as set forth above, shall be approved, prior to the inception of each budget year, by both the City Commission and the County Commission before such budget shall become effective. Nothing herein shall be construed as to compel either the City or the County to adopt a budget to fund the Planning Department as described herein.

4.5. The budget staffs of both the City and County shall coordinate the said budgets before they are presented to the City and County Commissions, respectively. Such coordination shall include personnel costs, salary adjustments, if any, and the number of personnel which are to be utilized within the Planning Department.

SECTION 5. REVENUES.

5.1. All local revenues collected by the Planning Department originating within the corporate limits of the City shall be paid to the City, and likewise, all local revenues collected by the Planning Department originating within the unincorporated areas shall be paid to the County. The respective budget departments of the City and County shall prepare an annual report providing a listing of all such revenues and all grant funding received by the Planning Department in the preceding fiscal year.

SECTION 6. GRANTS.

Each government shall notify the other of executed grant agreements, and the acceptance of any gifts, or other funds, or requests. The Director of PLACE is hereby authorized and directed to seek and obtain grants where no matching funds above that which are already provided in the Planning Department's budget are necessary.

SECTION 7. DISPUTE RESOLUTION.

7.1. The parties shall attempt to resolve any disputes that arise under this agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this agreement, as an alternative dispute resolution process, is hereby encompassed within Section 7. The aggrieved party shall give written notice to the other party setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

7.2. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within ten (10) days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

7.3. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator, or their respective designees, who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

7.4. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement between the parties, then either party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other party. The mediator shall meet the qualifications as set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the parties within ten (10) days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either party can request that a mediator be

selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.

7.5. If amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then, upon the agreement of both parties, such dispute may be referred to binding arbitration; otherwise each party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

7.5.1. Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

7.5.2. Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following deliver of the last such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government planning and/or zoning.

7.5.3. The arbitration shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23-R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

SECTION 8. TERM OF AGREEMENT.

The Term of this First Amended and Restated Interlocal Agreement shall commence on the date on which this Agreement has been fully executed by the Parties, and shall end on December 31, 2039, unless otherwise terminated or modified by the City and County in accordance with the terms hereof.

IN WITNESS WHEREOF, the parties cause this Interlocal Agreement to be executed by their duly authorized representatives this 13th day of July, 2016.

LEON COUNTY, FLORIDA

BY: Bill Proctor
Bill Proctor
Chairman



ATTEST:

Bob Inzer, Clerk of the Court & Comptroller,
Leon County, Florida

BY: John Stott, Deputy Clerk

Approved as to Form:
Leon County Attorney's Office

BY: Herbert W. A. Thiele, Esq.
County Attorney

CITY OF TALLAHASSEE

BY: Andrew D. Gillum
Andrew D. Gillum
Mayor



ATTEST:

James O. Cooke, IV
City Treasurer-Clerk

BY: James O. Cooke IV

Approved as to Form:

BY: Lewis E. Shelley, Esq.
City Attorney