

**INTERLOCAL AGREEMENT
BETWEEN LEON COUNTY, FLORIDA AND
CITY OF TALLAHASSEE FOR THE
JOINT CITY/COUNTY PLANNING DEPARTMENT**

WHEREAS, under the respective parties' Home Rule Authority, and the Florida Statutes, 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 government; 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 (the "City") and Leon County, Florida (the "County") previously entered into an Interlocal Agreement for Areawide Planning, which is set to expire on September 30, 2009, and is further known as Contract No. 999775; and,

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

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

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 Joint City/County Planning Department:

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

1.1 The hiring and employment of the Planning Director shall be approved by the City Manager and the County Administrator jointly.

1.2 The Planning Director shall serve at-will and may be terminated by either the City Manager or the County Administrator unilaterally.

1.3 The City Manager and the County Administrator, or their respective designees, shall jointly evaluate the performance of the Planning Director on an annual basis. The Planning Director shall be responsible to both the City Manager and the County Administrator for the performance of the Planning Department.

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

1.5 The City Manager and the County Administrator, or their respective designees, and the Planning Director, shall develop performance measures to evaluate the services provided to each government by the Planning Department.

1.6 The Planning Director shall develop operational policies and procedures for the Planning Department which shall be reviewed and approved by the City Manager and the County Administrator, or their respective designees, on an annual basis. The annual review shall include a joint prioritization of work tasks.

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

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

SECTION 2. LOCATION.

2.1 The City and the County jointly own a 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 revised Interlocal Agreement. To the extent that the Planning Department occupies space to the benefit of the County in areas of the Renaissance Building that are owned by the City of Tallahassee, the County agrees to pay to the City its pro rata share of all maintenance and operation of the Renaissance Building on a per square footage basis.

SECTION 3. PERSONNEL.

3.1 Upon the effective date of this Interlocal Agreement, and applying to all employees hired prior to the date of this Interlocal Agreement, all new employees of the Planning Department and those employees jointly funded by the City and the County, may choose at the time of employment to enroll in the retirement, life insurance, and healthcare programs of either the City or the County. The employment status for purposes of benefit selection of current employment shall not change.

3.2 The authority to hire and terminate jointly funded employees belongs to the Planning Director. The personnel policies, including grievance policies, and any other matters related to the employment of Planning Department employees, shall be in accord with the policies and procedures with the entity 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 a per capita population within the City of Tallahassee city limits and the unincorporated area of Leon County, as established in the last certified census for each entity. 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 Leon County shall be paid by the respective entity 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 budget 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 area of the City 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 receipts that are received by the Planning Department in the preceding fiscal year.

SECTION 6. GRANTS.

6.1 The administration department shall notify the other of executed Grant Agreements, and the acceptance of any gifts, or other funds, or requests. The Planning Director 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 disputed that arise under this Interlocal 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 Interlocal 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 who shall then convene a meeting at their earliest opportunity, but in any event within 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(c), 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 such dispute may be referred to binding

arbitration by either party. 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. LENGTH OF AGREEMENT.

8.1 This Interlocal Agreement shall be for five (5) years beginning on October 1, 2009, and shall be renewed automatically thereafter for one (1) additional five (5) year period unless either government gives written notice to the other government of its intent to terminate this Interlocal Agreement not later than June 1 of any respective year. Both the City and the County reserve the right to terminate this Interlocal Agreement without cause on June 1 of any year, and provide that no budget funding shall be provided to the jointly created Planning Department under this Interlocal Agreement.

IN WITNESS WHEREOF, the parties cause this Interlocal Agreement to be executed by their duly authorized representatives this ____ day of _____, 2009.

CITY OF TALLAHASSEE

APPROVED AS TO FORM:

By: _____
James R. English, City Attorney
City of Tallahassee

By: _____
John Marks, Mayor

ATTEST:

By: _____
City Treasurer-Clerk

APPROVED AS TO FORM:

LEON COUNTY, FLORIDA

By: _____
Herbert W. A. Thiele, County Attorney
Leon County, Florida

By: _____
Bryan Desloge, Chairman

ATTEST:

By: _____
Bob Inzer, Clerk of Courts