CITY/COUNTY CONTRACT RELATING TO PLANNING AND ZONING

WHEREAS, by special acts of the Florida Legislature (Chapters 125, 163, and 166), the City and County are authorized to enter into and carry into effect contracts and agreements relating to the common duties and functions of said governments, and;

WHEREAS, both governments desire to foster an atmosphere of cooperation in the determination of the equity of the agreement to provide services to citizens residing within the municipal boundaries and in the unincorporated area, and;

WHEREAS, by Interlocal Agreement both governments implemented the Interlocal Agreement for Areawide Planning (1987) creating the Local Planning Agency (LPA); and

WHEREAS, by Interlocal Agreement both governments implemented the Interlocal Agreement for Planning and Zoning (1989) and this Agreement expires September 30, 2003; and

WHEREAS, it is of benefit to all citizens of City and County that both governments cooperate to resolve these and other community problems; and:

WHEREAS, the Planning Department is required to conduct long-range planning to include comprehensive and transportation planning and the mutual entities conduct current planning operations.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and County do hereby agree as follows with regard to planning and zoning:

SECTION 1.0 MANAGEMENT

The Planning Department shall be managed according to the following practices and procedures:

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

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

1.3 The City Manager and the County Administrator, or their respective designee(s), 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 annual Planning Department budget request shall be submitted by the Planning Director in a format(s) and following such procedures as specified by the City Manager and County Administrator, or their designee. The budget shall be amended and approved as part of each respective government's budget process.

1.5 The City Manager and County Administrator, or their designee, 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 will be reviewed and approved by the County Administrator and the City Manager, or their designee, on an annual basis. This annual review shall include a joint prioritization of work tasks..

1.7 The City shall provide administrative and operational services to the Planning Department. Administrative and operational services are defined as those services provided in support of the Planning Department to include, but not limited to, facilities, human resources, purchasing, finance, accounting, payroll, information and automated services, personal benefits, and risk management. If the County elects to exercise the relocation of the Planning Department under Section 2.2 of this Agreement, then the County will have the option to provide administrative and operational services.

1.8 The Planning Department shall be responsible for implementing and maintaining the Comprehensive Plan and the Long Range Transportation Plan. Administration of a Comprehensive Plan and the Long Range Transportation Plan shall belong to the Planning Director.

SECTION 2.0 LOCATION

The City shall continue to provide Planning Department office space in City Hall unless the option in Section 2.2 below is exercised:

2.1 If located in City Hall, the County shall pay to the City an amount of $1.00 per square foot per year for all space occupied by the Planning Department. The City shall be the custodian of all real or personal property and shall be responsible for the operation, maintenance, lease, sale, disposition, or distribution thereof. Upon disposition of any jointly funded real or personal property proceeds shall be credited in accordance with Section 4.0.

2.2 At any time during the term of this agreement, the County shall have the exclusive right to require the relocation and occupation of the Planning Department to county-owned facilities subject to a one-year notification to the city. The costs of relocation to county-owned facilities will be borne by the County, and under this arrangement, the City shall pay the County $1.00 per square foot per year for all space occupied by the Planning Department. Furniture, furnishings, and equipment which was jointly funded may be relocated if this option is exercised. The County shall be the custodian of all real or personal property and shall be responsible for the operation, maintenance, lease, sale, disposition, or distribution thereof. Upon disposition of any jointly funded real or personal property proceeds shall be credited in accordance with Section 4.0.

SECTION 3.0 PERSONNEL

3.1 At the effective date of this agreement, all new employees of the 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 health care programs of either the County or the City. The employment status ,for purposes of benefit selection, of current employees shall not change.

3.2 The authority to hire and terminate jointly funded employees belongs to the Planning Director. Personnel Policies of the administering government shall apply with the exception of any personnel or administrative action requiring authority beyond the Planning Director.

SECTION 4.0 FUNDING

4.1 Each governing body shall fund the Planning Department budget based on per capita population as established in the last certified census for each entity, to include cost allocations, operations, and maintenance of office space, less exclusive and other non-local costs and this agreement is made expressly subject to budget.

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

4.3 Exclusive costs are defined as those costs associated with performing activities exclusively for one of the entities, but not both, and the costs include personal services, operating, and other program costs deemed appropriate.

4.4 Other non-local costs are defined as those costs associated with activities funded from Federal, State, other non-local sources.

4.5 The annual budget of the Planning Department which is to be funded as aforesaid shall be approved prior to the inception of the budget year by both the City and County Commissions before such budget shall become effective. Nothing herein shall be construed so as to compel either the City or County to adopt a budget to fund the Planning department.

SECTION 5 REVENUES

All local revenues collected by the Planning Department originating within the corporate limits of the City shall be paid to the City; all local revenues collected by the Planning Department originating within the unincorporated areas of the County shall be paid to the County.

SECTION 6.0 GRANTS

The administering government shall notify the other of executed grant agreements, and the acceptance of any gifts, other funds, or bequests.

SECTION 7.0 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 7.0. 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 set forth in rule 10.100(c), Florida Rules for Mediators, and shall be selected by the parties within 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 an 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 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 paryy may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery 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 hearing 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 8.0 LENGTH OF AGREEMENT

This agreement shall be for three years beginning October 1, 2003, and shall be renewed automatically thereafter for one additional three-year period unless either government gives written notice to the other government of its intent to terminate this agreement not later than January 2, 2005. The agreement can be amended within either three-year period with consent of both parties.

SECTION 9.0 METROPOLITAN PLANNING ORGANIZATION (MPO)

Both parties acknowledge that the organization and structure of the MPO and its staff is currently under Review, and that subsequently approved changes to the MPO and it staffing may require modifications to this Agreement. If and when such changes are required, the parties agree to make said changes as an amendment to this agreement within 30 days of the approval of same by the MPO. If mutual agreement can not be reached with regard to changes, then either party may terminate this agreement with 180 days notice.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and sealed this _____ day of _____, 2003.

APPROVED BY:

LEON COUNTY BOARD
OF COMMISSIONERS

By: _____
Tony Grippa
Chairman
Leon County
Board of County Commissioners

Date: _____

TALLAHASSEE CITY COMMISSION

By: _____
John Marks
Mayor
City of Tallahassee

Date: _____

ATTEST

_____
Robert Inzer
Clerk

_____
Gary Herndon
City Treasurer-Clerk

Approved as to Form:

By _____
Herbert W.A. Thiele, Esq.
County Attorney

Approved as to Form:

By _____
James R. English, Esquire
City Attorney