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

Dated May 9, 2017

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

THIS SECOND ADDENDUM TO THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter, "Second Addendum"), is made and entered into this 9th day of May, 2017, by 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; and

WHEREAS, the Parties entered into a Second Amended and Restated Interlocal Agreement, dated December 9, 2015, 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; and

WHEREAS, the Parties entered into a First Addendum to the Second Amended and Restated Interlocal Agreement, dated July 13, 2016, collectively, the “Interlocal Agreement”; and

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

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

SECTION 1. 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 committees established pursuant to the accountability and community engagement committee structure described in Part V, Section 6 of this Agreement, prior to the first meeting of any of those committees, 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 committees established pursuant to the accountability and community engagement committee structure described in Part V, Section 6 of this Agreement to prepare agenda materials, notice meetings, maintain records, and present information.

SECTION 2. PART V, SECTION 2 (STAFFING) of the Interlocal Agreement 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 committees established pursuant to the accountability and community engagement committee structure described in Part V, Section 6 of this Agreement, 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 3. PART V, SECTION 6. (ECONOMIC DEVELOPMENT COORDINATING COMMITTEE) of the Interlocal Agreement is hereby amended in its entirety to read as follows:

SECTION 6. ACCOUNTABILITY AND COMMUNITY ENGAGEMENT COMMITTEE STRUCTURE.

A. An accountability and community engagement committee structure is hereby created and established to provide a comprehensive and cohesive approach to stimulate vitality and community/business engagement in economic development plans and programs. The committee structure shall consist of three separate committees: the Economic Vitality Leadership Counsel (EVLC); the Competitive Projects Cabinet (CPC); and the Economic Vitality Competitiveness Committee (EVCC). The committees shall serve as advisors to Blueprint on economic development matters with respect to Blueprint 2020 Economic Development Programs. The membership and responsibilities of each committee shall be set forth in the Tallahassee-Leon County Economic Development Strategic Plan, as adopted and amended from time to time by the Board of Directors pursuant to, and in accordance with, the Bylaws (“Strategic Plan”).

B. Each committee shall evaluate those economic development proposals that are referred to it after having been recommended for consideration by the Leon County Sales Tax Committee as set forth in Exhibit II, Section b.4., A-H. The committee shall afford the organizations that developed each of these proposals the opportunity to refine and present their economic development proposals to the committee for its consideration. The committee shall make

programmatic recommendations to the Board of Directors and the Intergovernmental Management Committee, shall perform a biennial review of the implementation, operation, and performance of economic development programs funded with Dedicated 2020 Surtax proceeds to ensure accountability consistent with the Strategic Plan, and shall perform such other duties as shall be provided in the Bylaws or as prescribed by the Board of Directors, or the Intergovernmental Management Committee. However, in no event shall either the EVLC or EVCC consider or approve funding requests for Blueprint 2020 Economic Development Programs funded with Dedicated 2020 Surtax proceeds.

C. The structure and membership of the EVLC, CPC, and EVCC shall be as set forth in the Strategic Plan.

D. In order to provide transparency and accountability for economic development programs utilizing the proceeds of the Dedicated 2020 Surtax, all financial activities shall be audited in accordance with the fiscal controls adopted by the Parties and as otherwise set forth in the Bylaws.

SECTION 4. Section b, Item 4 of Exhibit II to the Interlocal Agreement is hereby amended in its entirety to read as follows:

4. The following proposals are to be evaluated pursuant to the accountability and community engagement committee structure, as described in Part V, Section 6 of this Agreement, for consideration, as recommended by the Leon County Sales Tax Committee, and recommendations are to be forwarded to Blueprint regarding the utilization of the Dedicated 2020 Surtax proceeds in accordance with Part V, Section 6 of this Agreement, as follows:

- A. Entrepreneurial Development Fund: This proposal provides a source of funding from which to enhance present and develop new entrepreneurial support programs.
- B. Minority & Women Business Investment Fund: This proposal provides microloans to help minority and women owned small businesses and entrepreneurs.
- C. Technology & Innovation Incubators: This proposal provides funds to be used to support existing incubation programs and/or start new ones.
- D. Business Retention, Expansion & Attraction Fund: This proposal provides the community a toolkit to grow local businesses and attract companies that pay higher than average wages.
- E. Economic Opportunity Rapid Response Fund: This proposal provides resources to quickly leverage and close the gap between state incentives and project needs.
- F. Quantum Leaps & Signature Festivals: This proposal seeks to grow and support Tallahassee as a cultural destination through festivals and the arts by providing grants for festivals that draw tourists, grants to support new and expanding cultural offerings, and grants to propel cultural organizations to a new level of sustainability.
- G. South Monroe / Adams Corridor Catalyst: This proposal provides aesthetic and community funding associated with the Monroe-Adams Street Corridor Action Plan, funding to support an additional Florida A&M University (FAMU) Small Business Development Center location on the

Southside over a ten-year period, and funding for the FAMU Urban Agriculture Project to increase access to locally grown foods and increase urban farming and related business opportunities through workforce training.

- H. Raising the Ship Talent Development: This proposal provides funding for an in-depth assessment of job seekers and estimated employment needs, capital funding for a Southeast Regional Center of Excellence, and programmatic funding to support a Socially Responsible Enterprise.

SECTION 5. 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 6. Filing and Effective Date.

This Second Addendum shall become effective upon the occurrence of all of the following: (a) the execution of this Second 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 Second Addendum as of the date first written above.

LEON COUNTY, FLORIDA



By: John E. Dailey
JOHN E. DAILEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED:
GWEN MARSHALL, CLERK OF COURT
& COMPTROLLER
LEON COUNTY, FLORIDA

By: Gwen Marshall

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 P. 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

