

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made and entered into this _____ day of _____, 2010, by and between LEON COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a local government body, corporate and politic, hereinafter referred to as the "Authority" (hereinafter collectively referred to as "Parties").

WHEREAS, the Authority is a local governmental body created and existing pursuant to Section 159.701 et seq., Florida Statutes; and,

WHEREAS, the Authority has developed a research and development park, known as Innovation Park, which consists of sixteen buildings, totaling one million square feet which provides the 2,000 employees of Innovation Park with the space to develop the most advanced technology in our area; and,

WHEREAS, the Authority seeks to enhance certain internal controls and operational resources; and,

WHEREAS, the County and the Authority agree that it is in the community's interest that Innovation Park is operated in a fiscally sound and financially responsible manner; and,

WHEREAS, the Authority seeks the County's assistance through the County's temporary provision of certain operational services for the Authority and Innovation Park; and,

WHEREAS, the Authority and the County agree to cooperatively pursue the development of an Interlocal Agreement for the provision of such services for the Authority by the County.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and Authority, hereby agree as follows:

1. Purpose. The purpose of this MOU is to establish a clear mutual understanding of, and a shared commitment to, identify the temporary services that the County may provide for the Authority through a future Interlocal Agreement that is to be developed and executed by the Parties (hereinafter referred to as "Interlocal Agreement").
2. Objective. To provide the Authority with the temporary resources to enhance the operation of Innovation Park in a fiscally sound and financially responsible manner, through the Authority's outsourcing of certain services to the County on an interim basis (hereinafter referred to as "County Services").

3. County Services.

- a. The County will provide to the Authority County Services, identified in the Interlocal Agreement, for a term that shall expire no later than September 30, 2010, unless an extension is agreed to by the Parties by amending the Interlocal Agreement.
- b. During the term of the Interlocal Agreement, County Services may include:
 - i. Providing pre-audit and accounting services, through the Leon County Clerk of the Circuit Court;
 - ii. Recording the Authority's meetings and developing summary minutes of such meetings, through the Leon County Clerk of the Circuit Court;
 - iii. Providing Public Information Services;
 - iv. Providing management information services support, including hosting the Authority's website and serving as a depository for the electronic recordings of the Authority's meetings; and
 - v. Providing planning and engineering support services and, to the extent outside resources are required, the County will seek the direction of the Authority in procuring such services.
- c. Legal Services:
 - i. The Authority directed, during its meeting of May 4, 2010, that a request for proposals process be pursued through the Authority for the acquisition of legal services.
 - ii. To the extent that the Authority seeks legal services through the County for an interim period, County Services may include legal services; nonetheless, County Services shall not include legal services to investigate a claim of harassment which the Authority directed, during its meeting of May 4, 2010, to be investigated by outside legal counsel.
- d. Property Management and Real Estate Brokerage Services:

County Services shall not include the day-to-day management of Innovation Park properties; nonetheless, the County is prepared to assist the Authority in procuring such services.

e. County Services Shall Not Include:

- i. Day-to-day operation and management of Innovation Park; and
- ii. Support for the Authority and Innovation Park not identified herein.

f. Payment by the Authority to the County for County Services:

The Interlocal Agreement will include:

1. A fee structure that will allow the County to recover direct costs for the provision of County Services to the Authority; and
 2. An agreement by the Authority to pay the County for such costs.
4. Term. The Term of this MOU shall commence on the date on which it has been executed by the Parties and shall terminate the earlier of (i) execution of the Interlocal Agreement by the Parties; or (ii) August 1, 2010, unless otherwise extended by mutual written agreement of the Parties.
5. Subsequent Agreements. It is the intention of the Parties, upon execution of this MOU, to prepare, approve and execute the Interlocal Agreement with a term that shall expire no later than September 30, 2010.

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IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this MOU as of the date first written above.

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

Name: _____

By: _____

Name: _____

Print Name: _____
Its: _____
Date: _____

LEON COUNTY, FLORIDA

Name: _____

By _____
Parwez Alam
Its County Administrator

Name: _____

Date: _____

ATTEST:
Bob Inzer, Clerk of the Court,
Leon County, Florida

Approved as to Form:
Leon County Attorney's Office

BY: _____
Name: _____

BY: _____
Herbert W. A. Thiele, Esq.