

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made as of the _____ day of _____, 2010, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County"), and the LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a local government body, corporate and politic (the "Authority") (hereinafter collectively referred to as "Parties").

WITNESSETH

WHEREAS, the County and the Authority entered into an Interlocal Agreement dated June 2, 2010 (the "June 2, 2010 Interlocal Agreement"); and

WHEREAS, the objective of the June 2, 2010 Interlocal Agreement is 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 collectively referred to as "County Services"); and

WHEREAS, the June 2, 2010 Interlocal Agreement terminates on September 30, 2010; and

WHEREAS, the Authority requested the County, through an August 24, 2010 letter from its Chairman, to extend the term of the June 2, 2010 Interlocal Agreement to December 31, 2010 in order to allow the Authority additional time to hire a new Executive Director; and

WHEREAS, the Parties wish to amend the June 2, 2010 Interlocal Agreement to incorporate the various revisions and additions as set forth in this First Amendment to Interlocal Agreement.

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

1. Unless revised, replaced, or otherwise modified by the provisions hereinbelow, the June 2, 2010 Interlocal Agreement shall remain in full force and effect.
2. The June 2, 2010 Interlocal Agreement and any amendments thereto shall be hereinafter collectively referred to as the "Agreement."
3. The Agreement shall be amended as follows (changes to the Agreement are indicated in legislative format):

The eleventh "WHEREAS" paragraph on page one of the Agreement shall be revised and replaced by the following paragraph:

WHEREAS, on May 4, 2010 the Authority authorized its staff to issue issued a request for proposals qualifications for legal services general counsel, which is anticipated to result in the Authority terminating its current legal services arrangement and entering into a new contract for the provision of legal services (the "Legal Services Agreement"); and,

Paragraph 9, Term, shall be revised and replaced by the following paragraph:

9. Term. The term of this Agreement (the "Term") shall commence on the date on which it has been executed by the Parties, and shall end on ~~September 30~~November 12, 2010, unless the Agreement is earlier terminated pursuant to the terms of this Agreement, or the Term is extended by the Parties either automatically, as provided hereinbelow, or by amending the Agreement.

a. Upon the satisfaction of the following conditions, the Term shall be automatically extended to December 31, 2010:

i. that the County receives from the Authority, no later than 5:00 p.m. on Friday, November 5, 2010, written notification that a new Executive Director has accepted employment with the Authority; and

ii. that the effective employment date for the new Executive Director is no later than December 6, 2010.

Paragraph 8, Third Party Costs, shall be revised and replaced by the following paragraph:

8. Payment for County Services and Third Party Costs. The Parties agree that the Authority shall pay to the County, as consideration for providing the County Services to the Authority, the following amounts:

a. Eleven Thousand and 00/100 Dollars (\$11,000.00) per month, commencing on October 1, 2010, for each full calendar month in which the County Services are provided (the "Monthly Payment").

i. The Monthly Payment shall be made to the County no later than the 15th day of the month following the month in which the County Services are provided.

ii. In the event the termination of this Agreement results in the provision of County Services for a period less than a full month, the Monthly Payment shall be reduced on a pro-rata basis and paid

to the County no later than fifteen days (15) after the termination date.

b. The full amount of any is responsible for the payment of third party costs associated with the provision of County Services.

4. This First Amendment to Interlocal Agreement shall become effective upon full execution hereof by both Parties.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Agreement 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

Date: _____

Name: _____

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

Approved as to Form:
Leon County Attorney's Office

BY: _____

BY: _____

Name: _____

Herbert W. A. Thiele, Esq.