INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (AGREEMENT), is made and entered into this 2nd day of June, 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").

WHEREAS, the Authority is a local governmental body which was created in December 1980 by Leon County ordinance 80-68 as a public body corporate and politic and operates 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, in addition and supplemental to their other powers, the County and the Authority, pursuant to Chapter 163, Part I, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, on May 11, 2010 the Board of County Commissioners approved and authorized the County Administrator to execute a Memorandum of Agreement with the Authority (the "MOU"), and,

WHEREAS, on May 18, 2010 the Board of Directors of the Authority approved and authorized its Chairman to execute the MOU; and,

WHEREAS, on May 18, 2010 the Authority authorized its staff to issue a request for proposals for property management services, which is anticipated to result in the Authority entering into a contract with a property management firm for the provision of property management and certain accounting services (the "Property Management Agreement"); and,

WHEREAS, the Tallahassee, Florida law firm Messer, Caparello & Self currently provides legal services to the Authority; and,

WHEREAS, on May 4, 2010 the Authority authorized its staff to issue a request for proposals for legal services, 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,

WHEREAS, on May 18, 2010 the Authority authorized the acceptance of an engagement letter with the Tampa, Florida law firm Thompson, Sizemore, Gonzalez & Hearing to investigate a claim of harassment (the "Harassment Investigation Agreement"); and,

WHEREAS, on May 18, 2010, the Authority's Executive Director submitted a letter to the Authority's Board of Director's announcing her retirement effective June 30, 2010; and,

WHEREAS, the Authority's Board of Director's has appointed a search committee and has begun the process for hiring a new Executive Director for the Authority; and,

WHEREAS, such new Executive Director for the Authority is not anticipated to be hired prior to June 30, 2010, the current employee's stated retirement date; and

WHEREAS, the MOU stipulated in part that the Authority and the County agree to cooperatively pursue the development of an Interlocal Agreement for the provision of such certain operational 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 Agreement is to establish a clear mutual understanding of, and a shared commitment to, identify the temporary services that the County will provide for the Authority.

2. Objective. The objective of this 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").

3. Scope of County Services.

    a. Clerk Services.

        i. County Services will include the provision of accounting and record-keeping services through the Leon County Clerk of the Circuit Court, (the "Clerk"), including but not limited to the following (hereinafter collectively referred to as "Clerk Services"):
            1. Pre-audit and accounting services, such as: (a) reconciling the Authority's bank accounts; (b) processing and maintaining accounts receivables and tenant billings; (c) processing and maintaining accounts payables and open invoices; (d) printing checks; (e) preparing financial reports; and (f) general financial support; and
            2. Recording the Authority's regular Board meetings and developing summary minutes of such meetings.

        ii. The Clerk has the sole discretion to determine which Clerk Services will be provided through Clerk employees and which Clerk Services will be provided through a third party accounting firm. Such third party services may be procured by the Authority, in consultation with the Clerk, or directly by the

Clerk. To the extent the Clerk is billed for such third party costs, the Clerk will bill the Authority for reimbursement, which the Authority agrees to pay.

iii. The Authority has the sole discretion to discontinue some or all Clerk Services, and to assign certain accounting services to the property manager as part of the Property Management Agreement, upon written notice to the County.

b. Public Information Services.

i. County Services will include the provision of public information services through the County's Public Information Office, including but not limited to the following (hereinafter collectively referred to as "Public Information Services"):
   1. Media and public relations services, as reasonably necessary, to increase the public's awareness of the Authority and Innovation Park tenants; and
   2. Publishing the dates and times of the Authority's Board of Directors meetings in accordance with Florida law.

ii. Certain Public Information Services may require the County's utilization of third party resources, such as publishing services and advertising in the local and regional market. Such third party services may be procured by the Authority, in consultation with the County's Public Information Office, or directly by the County. To the extent the County is billed for such third party costs, the County will bill the Authority for reimbursement, which the Authority agrees to pay.

iii. The Authority has the sole discretion to discontinue some or all Public Information Services upon written notice to the County.

c. Management Information Services.

i. County Services will include the provision of management information services support through the County's Division of Management Information Services, including but not limited to the following (hereinafter collectively referred to as "MIS Services"):
   1. Hosting the Authority's website in its current format;
   2. Serving as a depository for the electronic records of the Authority's regular Board meetings including the Clerk's audio recordings of such meetings;
   3. Maintaining personal computer and auxiliary equipment, office internet services, and phone services independently from the County's network; and
   4. Establishing a computer back-up process.

ii. The County has the sole discretion to determine which MIS Services will be provided through County employees and which MIS Services will be provided through a third party firm. Such third party services may be procured by the Authority, in consultation with the County's Division of Management Information Services, or directly by the County. To the extent the County is billed for such third party costs, the County will bill the Authority for reimbursement, which the Authority agrees to pay.

iii. The Authority has the sole discretion to discontinue some or all MIS Services upon written notice to the County.

d. Planning and Engineering Services.

i. County Services may include the provision of planning and engineering support services, with prior Authority approval (the "Planning and Engineering Services"). To the extent the County is billed for third party costs related to Planning and Engineering Services, the County will bill the Authority for reimbursement, which the Authority agrees to pay.

ii. Planning and Engineering Services shall not include services associated with the Planned Unit Development Amendment process the Authority is currently pursuing through the services of Kimley-Horn and Associates, Inc., Tallahassee, Florida.

e. Legal Services.

i. To the extent that the Authority seeks legal services from the County Attorney's Office as part of County Services, such legal services may be provided under this Agreement only during the interim period between the Authority's termination of its current attorney-client relationship and the commencement of its new legal services under its anticipated Legal Services Agreement. The County Attorney's legal services may include, but not be limited to the following (hereinafter collectively referred to as "Legal Services"):

1. Attending the Authority's regular Board meetings;
2. Providing routine legal support as required;
3. Preparing documents and other papers that the Authority may require; and
4. Providing legal advice and preparing opinions as may be reasonably required by the Authority, concerning its duties, powers, responsibilities and obligations.

ii. Legal Services shall not include the investigation of a claim of harassment which the Authority directed to be investigated through its separate "Harassment Investigation Agreement".

iii. The provision of Legal Services is contingent upon the execution of an Informed Consent by the Authority and the County in the forms as attached **(Exhibit 1 and Exhibit 2, respectively)**, which by reference are made a part hereof and incorporated herein.

iv. The Authority has the sole discretion to discontinue some or all Legal Services upon written notice to the County.

f. Administrative Services.

i. To the extent that the Authority seeks administrative services support through the County for an interim period, subsequent to Authority's Executive Director's retirement and prior to hiring a new Executive Director, County Services may include the provision of general administrative services support through the County Administrator's office, including but not limited to the following (hereinafter collectively referred to as "Administrative Services"):

1. Preparing agenda materials for the Authority's regular Board meetings and reporting on the Authority's activities;
2. Administering the Authority's purchasing guidelines;
3. Managing expenses in accordance with approved budgets;
4. Coordinating activities with the property manager;
5. Coordinating activities among the various entities providing County Services; and
6. Transitioning administrative functions.

ii. The provision of Administrative Services is based on the assumption that the Authority will enter into the Property Management Agreement, for accounting, facility and tenant management services, and that the Authority will extend the current Executive Director's services beyond her retirement date through a consulting services agreement that the County may utilize.

iii. The County has the sole discretion to determine which Administrative Services will be provided through County employees and which Administrative Services will be provided through a third party. Such third party services may be procured by the Authority, in consultation with the County Administrator's office, or directly by the County. To the extent the County is billed for such third party costs, the County will bill the Authority for reimbursement, which the Authority agrees to pay.

iv. The Authority has the sole discretion to discontinue some or all Administrative Services upon written notice to the County.

4. Changes in the Scope of Services. The Authority may discontinue the provision of any or all County Services by providing written notice to the County; however, other changes in the scope of services which are mutually agreed upon by and between the County and the Authority shall be incorporated by written amendments to this Agreement.

5. Employee Designation and Independent Contractor. The Parties agree to the following:

a. Employee Designation.

i. That all employees of the County involved in carrying out the obligations of the County under this Agreement shall remain employees of the County and be subject to the County's personnel rules and regulations therein.

ii. That all employees of the Clerk involved in carrying out the obligations of Clerk Services under this Agreement shall remain employees of the Clerk and be subject to the Clerk's personnel rules and regulations therein.

b. Independent Contractor. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Authority.

6. Salary and Benefits. The Parties agree that the Authority is not responsible for payment of County employees' and Clerk employees' salary and benefit costs associated with the provision of County Services.

7. County Staff and Clerk Staff Time. The utilization of County and Clerk resources and staff shall be authorized only for projects that are directly associated with the provision of County Services. Individual Board member's requests for assistance shall be limited to routine questions.

8. Third Party Costs. The Parties agree that the Authority is responsible for the payment of third party costs associated with the provision of County Services.

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, 2010, unless the Agreement is earlier terminated pursuant to the terms of this Agreement, or the Term is extended by the Parties amending the Agreement.

10. Termination. Either the Authority or the County may terminate this Agreement for any reason or no reason at any time by giving at least fourteen (14) calendar days written notice to the other party.

11. Examination of Records. The Authority agrees that the County and the Clerk or any of its duly authorized representatives shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Authority, involving transactions relating to this Agreement.

12. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any actions brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

13. Indemnification. The County and the Authority agrees to indemnify, defend and hold harmless the other party, its officials, officers, and employees, from and against all liabilities, damages, costs and expenses, including but not limited to a reasonable attorney's fee, to the extent the same are caused by the negligent or wrongful acts or omissions of the indemnifying party, or its officials, officers, or employees, in the performance of this Agreement. The liability of each party, as set forth in this Paragraph, is intended to be consistent with limitations in Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Paragraph shall be deemed to alter said waiver or to extend the liability of a party beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense or sovereign immunity to which the indemnifying party may be entitled.

14. Notice. If written notice is required in this Agreement, such notice shall be given by hand-delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested as follows:

To the County as follows:

County Administrator
301 South Monroe Street, 5th Floor
Leon County Courthouse
Tallahassee, Florida 32301

And for Clerk Services, with a copy to:

Clerk of the Circuit Court
301 South Monroe Street, Suite 100
Leon County Courthouse
Tallahassee, Florida 32301

And for Legal Services, with a copy to:

County Attorney
301 South Monroe Street, Suite 202
Leon County Courthouse
Tallahassee, Florida 32301

And to the Authority as follows:

Authority Board Chairman
1736 West Paul Dirac Drive
Innovation Park Administration Office
Tallahassee, Florida 32310

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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

Name: Suzanne Peschl

Name: Sylvia W. White

Name: Damian Warren

Name: Kim Dressel

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

BY: John Stott

Name: John Stott, Deputy Clerk

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

By:

Print Name: THOMAS A. BARRON

Its: CHAIRMAN

Date: 6/2/10

LEON COUNTY, FLORIDA

By for Parwez Alam
Parwez Alam
Its County Administrator

Date: 6/2/10

Approved as to Form:
Leon County Attorney's Office

BY:

Herbert W. A. Thiele, Esq.

Exhibit 1

Informed Consent
(Leon County Research and Development Authority)

The LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a local government body, corporate and politic (the "Authority") desires to utilize the legal services of the Leon County Attorney's Office (the "County Attorney") on an interim basis while conducting a search for a new general counsel to represent the Authority in its legal matters. However, before establishing such attorney-client relationship with the County Attorney and his staff, the Authority hereby acknowledges that the County Attorney has explained the potential for a conflict of interest in providing such legal services and, notwithstanding the potential for a conflict of interest, hereby gives its informed consent to the County Attorney's concurrent representation to the Authority and to the Leon County Board of County Commissioners (the "Leon County BCC") based on the following explanation, representations. and limitations:

(1) Loyalty and independent judgment are essential elements in the attorney's relationship with a client, and conflicts of interest can arise from the attorney's responsibilities to another client. The Authority acknowledges that, notwithstanding the fact that the County Attorney and his staff are employees of the Leon County BCC, the County Attorney's legal services will be provided to the Authority at no cost to the Authority. As such, there is a risk that the County Attorney's representation of the Authority could, at times, be materially limited by his responsibility to the Leon County BCC.

(2) In addition, the County Attorney's representation of the Leon County BCC could potentially, at times, be directly adverse to the representation of the Authority.

(3) Notwithstanding the potential for a conflict of interest in the County Attorney's representation of the Authority, and subject to the limitations provided hereinbelow, the County Attorney believes that he and his staff will be able to provide competent and diligent representation concurrently to both the Authority and the Leon County BCC.

(4) The scope of the County Attorney's representation of the Authority will be as provided in the Interlocal Agreement executed by the Authority and Leon County contemporaneously with this Waiver of Conflict; provided, however, that upon the occurrence of any of the following events, , the County Attorney's representation of the Authority shall cease:

(a) The consideration by the Leon County BCC of the removal of any of the members of the Authority's Board of Directors for misfeasance, malfeasance, or willful neglect of duty, pursuant to Section 159.703(3), Florida Statutes; or

(b) The likelihood of an assertion of the Authority's position which would be adverse to the Leon County BCC in the same proceeding before a tribunal.

(5) The Authority expressly acknowledges that it has been advised and understands that the Authority has the right to seek independent legal counsel in connection with providing this informed consent, and that the Authority has had a reasonable opportunity to do so.

IN WITNESS WHEREOF, the Authority, through its duly authorized representative, has executed this Informed Consent and Waiver of Conflict of Interest as of the date written below.

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

By: _____
Thomas Barron, Chairman

Date: _____

_____

Name: _____

_____

Name: _____

F94-00028

Exhibit 2

Informed Consent
(Leon County Board of County Commissioners)

The Board of County Commissioners, of LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "Leon County BCC") has agreed to allow the Leon County Research and Development Authority, a local government body, corporate and politic (the "Authority") to utilize the legal services of the Leon County Attorney's Office (the "County Attorney") on an interim basis while conducting a search for a new general counsel to represent the Authority in its legal matters. However, before allowing such attorney-client relationship to be established between the Authority and the County Attorney and his staff, the Leon County BCC hereby acknowledges that the County Attorney has explained the potential for a conflict of interest in providing such legal services and, notwithstanding the potential for a conflict of interest, hereby gives its informed consent to the County Attorney's concurrent representation of the Authority and of the Leon County BCC based on the following explanation, representations. and limitations:

(1) Loyalty and independent judgment are essential elements in the attorney's relationship with a client, and conflicts of interest can arise from the attorney's responsibilities to another client. The Leon County BCC acknowledges that, notwithstanding the fact that the County Attorney and his staff are employees of the Leon County BCC, the County Attorney's legal services will be provided to the Authority at no cost to the Authority. As such, there is a risk that the County Attorney's representation of the Authority could, at times, conflict with his responsibility as a paid employee of the Leon County BCC.

(2) In addition, the County Attorney's representation of the Authority could potentially, at times, be directly adverse to the representation of the Leon County BCC.

(3) Notwithstanding the potential for a conflict of interest in the County Attorney's representation of the Authority, and subject to the limitations provided hereinbelow, the County Attorney believes that he and his staff will be able to provide competent and diligent representation concurrently to both the Authority and the Leon County BCC.

(4) The scope of the County Attorney's representation of the Authority will be as provided in the Interlocal Agreement executed by the Authority and Leon County contemporaneously with this Waiver of Conflict; provided, however, that upon the occurrence of any of the following events, , the County Attorney's representation of the Authority shall cease:

(a) The consideration by the Leon County BCC of the removal of any of the members of the Authority's Board of Directors for misfeasance, malfeasance, or willful neglect of duty, pursuant to Section 159.703(3), Florida Statutes; or

(b) The likelihood of an assertion of the Authority's position which would be adverse to the Leon County BCC in the same proceeding before a tribunal.

IN WITNESS WHEREOF, the Leon County BCC, through its duly authorized representative, has executed this Informed Consent and Waiver of Conflict of Interest as of the date written below.

Board of County Commissioners
of LEON COUNTY, FLORIDA

By: _____
Bob Rackleff, Chairman

Date: _____

_____

Name: _____

_____

Name: _____

F94-00028