

**MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT ("MOA")**, made and entered into this 9<sup>th</sup> day of Jan., 2008, by and between LEON COUNTY, FLORIDA, a charter county and 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"),

**RECITALS**

**WHEREAS**, the County, City and the Leon County Sheriff (hereinafter referred to as the "Sheriff") entered into a Memorandum of Agreement on December 13, 2006 establishing the Public Safety Communications Board (hereinafter referred to as the "PSCB") and providing for development of a joint dispatch operations implementation plan; and

**WHEREAS**, the PSCB, consisting of the Sheriff, the Police Chief, the Emergency Medical Services ("EMS") Chief, the Fire Chief, the City Manager, and the County Administrator, has worked diligently over the past two years to identify a location for and a process by which design and construction of a joint communications facility will occur; and,

**WHEREAS**, pursuant to the December 13, 2006 Memorandum of Agreement, the County, City and Sheriff, through the PSCB, have identified a preferred site for a joint communications facility within the property generally depicted and identified as "The Centers Property" on the attached Exhibit "A", which is by reference incorporated herein; and,

**WHEREAS**, the County and City acknowledge that it is now appropriate to formalize an agreement to establish a funding relationship between the parties for the design and construction of the joint communications facility.

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

1. Public Safety Facility. The County and City agree to share equally in all costs, incurred pursuant to contracts executed by both parties, associated with the design and construction of a certain multi-use, public safety services building (hereinafter referred to as the "Facility"). The Facility may consist of a Joint Communications Facility, the City's Regional Traffic Management Center, the Fire and EMS Headquarters and the County Emergency Operations Center. If possible, the Facility will be situated on the site to accommodate the possible future location of a Fire Station.

2. Project Oversight Committee. The PSCB shall act as the Project Oversight Committee. The Project Oversight Committee shall be responsible for decision making related to the Facility development, design and construction. The County Administrator and City Manager shall each appoint a project manager, and those individuals shall be jointly responsible for the day-to-day management of development of the Facility, including oversight of all program management, design, and construction activities. The project managers shall have the discretion to take a decision to the Project Oversight Committee for consideration when either project manager deems it appropriate.
3. Land Purchase and Easements.
  - a. Subject to agreement on sale price by the City Manager and County Administrator, as described hereinbelow, the County agrees to sell to the City, and the City agrees to purchase from the County, one-half of The Centers Property under one of the following options:
    - i. Undivided Purchase - If the City and County have executed a contract for the provision of program management services for design and construction of the Facility on or before March 1, 2009, such City purchase will be of an undivided one-half interest in The Centers Property (the "Undivided Purchase Property"). The Centers Property shall be more specifically described in a survey to be obtained by the City, at its expense.
    - ii. Divided Purchase - If the City and County have not executed a contract for the provision of program management services for design and construction of the Facility on or before March 1, 2009, unless such date is otherwise extended by mutual agreement of the City Manager and County Administrator, such City purchase will be of the westernmost half of The Centers Property (the "Divided Purchase Property"). In such case, the Divided Purchase Property shall be more specifically described in a survey to be obtained by the City, at its cost and expense.
  - b. If the City Manager and County Administrator cannot reach agreement on the boundaries of the property to be purchased by the City within 15 days following County's receipt of the survey, either party, within 30 days following the County's receipt of the survey, may terminate this MOA without further obligation hereunder.
  - c. Upon the City Manager and County Administrator's agreement on the sale price and the establishment of the boundaries of the property to be purchased by the City, the County promptly shall take all actions required by applicable law, statute, or ordinance to enable the transfer of the property to be purchased, and the City agrees to pay all filing or application fees

related thereto. The sale of the property to be purchased by the City shall take place as soon as reasonably possible following agreement on the sale price, boundaries and completion of all required land use regulatory processes; however, in no event shall such sale take place later than March 1, 2009, unless such date is otherwise extended by mutual agreement of the City Manager and County Administrator.

- d. In order to assist in the determination of the sales price, the parties shall obtain market value appraisals of The Centers Property from Ketcham Appraisal Group and Brown Bevis Real Estate Appraisers, the cost of which shall be shared equally by the parties. The appraisals shall identify the City and the County as the clients, and the appraisers shall be retained through a joint engagement letter from the City and the County. The appraisals shall assume the benefit of green space, conservation, and stormwater credits located on other County-owned land adjacent to The Centers Property. If the City Manager and County Administrator cannot reach agreement on a sale price within 60 days following receipt of such appraisals, either party may terminate this MOA without further obligation hereunder.
  - e. With regard to the green space and conservation credits on adjacent county-owned land, of approximately 38 +/- acres in size (the "38-acre Remainder") the City, through its Growth Management Department, acknowledges the Urban Forest and the minimum landscape areas required for development of The Centers Property, or any portion(s) thereof, by Section 5-85 (d) of the Tallahassee Land Development Code can be fulfilled on the adjacent 38-acre Remainder through the use of restrictions contained in a separate Declaration of Restrictive Covenants to be executed jointly by the City and the County. The location of those green areas shall be subject to review and approval by the City, through its Growth Management Department. Areas containing conservation and/or preservation features, as previously encumbered by conservation easements through the Natural Features Inventory process, shall not be included as qualifying green space for development of The Centers Property, or any portion(s) thereof. The areas selected to satisfy the urban forest and landscape requirements shall be maintained by the City in accordance with the Parks and Recreation Agreement dated May 10, 2005 and the First Amendment to the Parks and Recreation Agreement dated February 19, 2008 between the City and the County.
4. Weems Road Improvements. The City will utilize a portion of the property it purchases for construction of roadway improvements at the corner of Weems Road and Easterwood Drive (the "Weems Road Improvements"), such property being depicted and identified collectively as "Prop. R/W" and "Prop. TCE" in Exhibit "B", which is by reference incorporated herein. The City and the County acknowledge and agree that the construction of such improvements will necessitate

the conveyance to the City of Prop. R/W and Prop. TCE, which conveyance shall be transacted as follows:

- a. If the City acquires the Divided Purchase Property, the City shall utilize such portion of that property as it may deem necessary for the Weems Road Improvements.
  - b. If the City acquires the Undivided Purchase Property, the City and the County shall jointly convey to the City the Prop. R/W and Prop. TCE parcels for the Weems Road Improvements at no additional cost to the City, other than the City's payment for all related transaction fees.
5. Stormwater and Sewer Construction and Maintenance. Under separate agreement between the County and the American National Red Cross (the "Red Cross"), the Red Cross is constructing a regional stormwater facility (the "Stormwater Facility") and sewer infrastructure (collectively, the "Stormwater/Sewer Infrastructure") to accommodate the needs of the adjacent Red Cross facility, The Centers Property and Weems Road Improvements. Upon the Red Cross completing construction of the Stormwater/Sewer Infrastructure, in accordance with plans approved by the City, and compliance with other requirements routinely imposed by the City relating to acceptance of similar facilities, the City agrees to accept the Stormwater/Sewer Infrastructure for maintenance pursuant to its maintenance obligations set forth in the First Amendment to Parks and Recreation Agreement dated February 19, 2008. In addition, the City and County agree as follows:
- a. ~~Upon the City's purchase of either property interest described in Section 3 and the City's payment to the County for the City's share of the cost of the Stormwater/Sewer Infrastructure, as described below, (i) the City shall have the right to convey and collect One Hundred Sixty-Four Thousand Two Hundred Thirty (164,230) cubic feet of stormwater volume into the Stormwater Facility, and (ii) the City, upon compliance with requirements routinely imposed by the City relating to acceptance of similar facilities, shall accept the Stormwater/Sewer Infrastructure for maintenance and repair in perpetuity.~~
  - b. The City's share of the cost of the Stormwater/Sewer Infrastructure shall be one-third of the actual cost incurred by the Red Cross for the design, environmental review for the project area, engineering work, survey work, permitting and construction associated with the Stormwater/Sewer Infrastructure, survey and environmental review of the project area, not to exceed Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00).
6. Operations. Consistent with the December 13, 2006 Memorandum of Agreement, the City and County acknowledge that one or more subsequent agreements will need to be executed addressing space allocation and operational issues regarding the

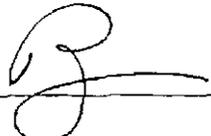
Facility. The parties further acknowledge that those agreements, as they relate to the development and operation of a Regional Transportation Management Center within the Facility, shall be subject to approval by the Florida Department of Transportation, and the parties further agree to work cooperatively and in good faith to achieve such approval.

- 7. Term. The term of this Agreement shall commence on the date on which it has been executed by all Parties, and shall end on January 1, 2013 or the date upon which the Facility has been completed, if earlier. If the Facility is not completed by January 1, 2013, the Agreement shall be automatically renewed for a term of five years unless either party objects.

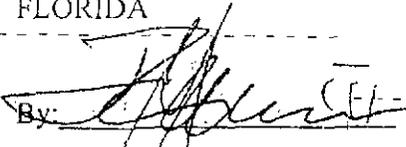
IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Memorandum of Agreement as of the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE,  
FLORIDA

By:   
BRYAN DESLOGE, Chairman  
Board of County Commissioners

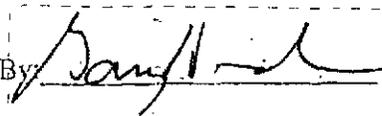


By:   
JOHN R. MARKS, III  
Mayor

ATTESTED TO:

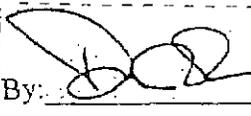
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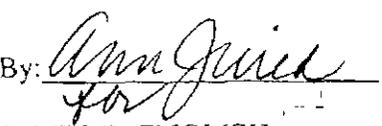
By:   
ROBERT B. INZER  
Clerk, Leon County, Florida

By:   
GARY HERNDON,  
City Treasurer-Clerk

APPROVED AS TO FORM:

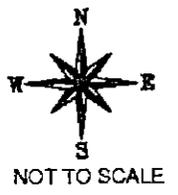
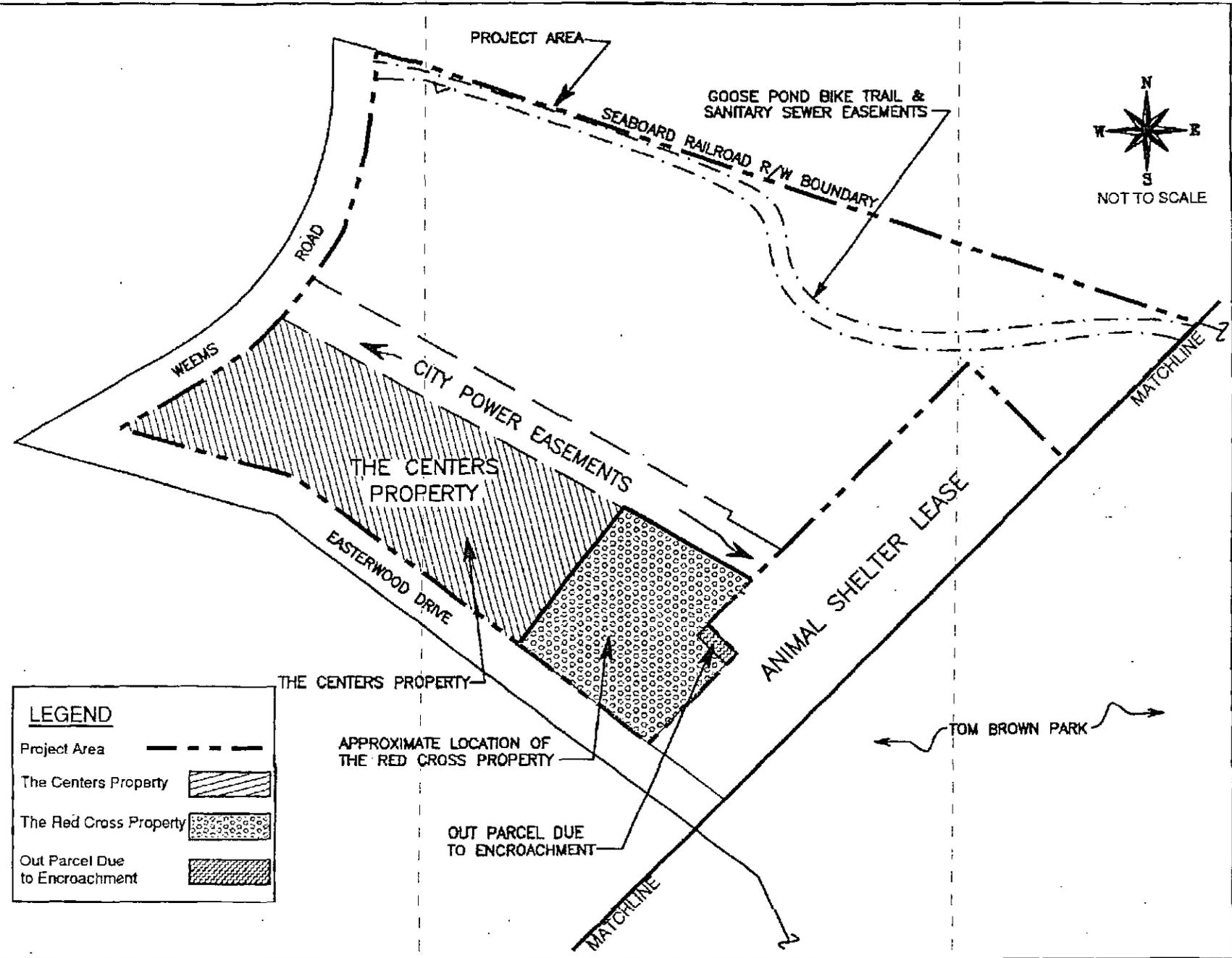
APPROVED AS TO FORM:

By:  Daniel J. King, for  
HERBERT W. A. THIELE, Esq.  
County Attorney

By:  for  
JAMES R. ENGLISH  
City Attorney

Approved By City Commission  
December 10, 2008

EXHIBIT "A"



LEGEND	
Project Area	-----
The Centers Property	[Hatched Pattern]
The Red Cross Property	[Dotted Pattern]
Out Parcel Due to Encroachment	[Cross-hatched Pattern]

APPROXIMATE LOCATION OF THE RED CROSS PROPERTY

OUT PARCEL DUE TO ENCROACHMENT

EXHIBIT "B"

