

Leon County Research and Development Authority
Executive Committee Meeting
Knight Administrative Centre
Thursday, March 8, 2018, 11:00am to 1:00 p.m.

Agenda

1. Call to Order
2. Introduction of Guests
3. Modifications to the Agenda
4. Public Comment
5. Approval of Draft Meeting Minutes, November 6, 2017 (*Attachment A*)
6. Audit Report, Fiscal Year 2016-17 ([Link](#))

Staff requests approval of the Audited Financial Statements for fiscal year 2016-17, as recommended by the Audit committee, and direct the item be placed on the consent agenda for ratification by the Board at it's next meeting.

7. Morgan Building Lease: FSU IT Services (*Attachment B-Subject to negotiated term length, and final square footage determinations*)

Staff requests approval of a standard form university lease with Florida State University Board of Trustees for approximately 11,145 square feet (subject to final measurement) in the Morgan Building at \$16.60 per square feet. The term of the lease is expected to be between 9 and 12 months with an option to continue on a month-to-month basis by mutual agreement of the parties. Other than ordinary repairs, no significant renovations will be made, and FSU will be responsible for data/communications related improvements and any other costs related to the relocation.

8. Trail Agreement (*Attachment C-Final Draft under review by County Attorney*)

Staff requests approval to enter into an agreement with Leon County for the design, permitting, and construction of the Central Pond Trail substantially in the form of the draft agreement. The contract includes an estimated project cost of 147,923.61 plus a contingency allowance of \$36,980.90, for a total estimated cost of \$184,904.51. The Authority will be liable for the actual cost of the project. It will have the opportunity to cancel the project after the design phase but would be liable for the design phase costs. The County's administrative fee included in the total cost is \$1,921.09, or 2% of the Construction Cost. The agreement is subject to approval by the Leon County Board of County Commissioners at its March 27, 2018 meeting.

9. Director of Entrepreneurship-Michael Tentnowski

Introduction, First Impressions, High Level Plan/Approach

10. Chair's Report

- a. Alachua/Gainesville Trip-Discussion/Participant Comments
- b. Board Composition and Nominations
- c. Past Chairs Meeting

11. Executive Director's Report

- a. Collins Building Status
- b. Morgan Lab Prospect
- c. CBTR Lease Renewal
- d. FSU/Airport Gateway Update
- e. IBR 18-01 Landscaping Services
- f. FAMU EDA Grant Agreement
- g. Restroom Renovations
- h. General Counsel RFQ
- i. Property Management RFP

12. Director of Programs and Communications Report

- a. Website Launch
- b. Booklets
- c. Tech Grant
- d. Tech Topics

13. New Business

14. Adjourn

Leon County Research and Development Authority
Executive Committee Meeting
Knight Administrative Centre
1736 West Paul Dirac Drive 32310
Monday, November 6, 2017, 3:00 p.m.

Minutes

Members in Attendance: Chair Dave Ramsay, Vice Chair Kim Williams, Immediate Past Chair Anne Longman, Treasurer April Salter

Members Absent: Kristin Dozier, Member at Large

Others in Attendance: Keith Bowers, Shawnta Friday-Stroud, Eric Holmes (LCRDA Board of Governors); Ron Miller, Executive Director; Denise Bilbow, Director of Programs & Communications; Peggy Bielby, Administrative Coordinator (LCRDA); Ben Pingree, Director, Department of PLACE; Autumn Calder, Planning Manager - Blueprint Intergovernmental Agency; Kevin Graham, Executive Director, FSU Real Estate Foundation

1. Call to Order

The meeting was called to order at 2:02pm.

2. Introduction of Guests

All present introduced themselves.

3. Modifications to the Agenda

None.

4. Public Comment

None.

5. Approval of Draft Meeting Minutes, September 27, 2017

Kim Williams offered a motion to approve the meeting minutes of September 27, 2017. April Salter seconded the motion, which passed unanimously.

6. FSU/Airport Gateway Presentation

Kevin Graham, Executive Director FSU Real Estate Foundation, presented information related to FSU's contribution to the Airport Gateway Project, and sought feedback from the LCRDA Executive Committee. He explained the project history, costs, funding, routes, and community concerns, and addressed questions from the attendees.

Kim Williams offered a motion to provide a letter of support for the Gateway Project to Blueprint, with a copy to the Commissioners, on behalf of the Leon County Research and Development Authority Board of Governors in advance of the December 5, 2017 Blueprint Intergovernmental Agency Board meeting. Anne Longman seconded the motion which passed unanimously.

Shawnta Friday Stroud joined the meeting at 3:50pm. Ben Pingree, Autumn Calder, and Kevin Graham left the meeting at 4:10pm.

7. Chair's Report

None.

8. Director of Programs and Communications Report

Denise Bilbow reported that TechTopics will be held on Nov. 15, 2017 as part of Tallahassee Startup Week / E-month. EEP schedule for spring 2018 is set and registration is open. The media book is in draft form. Chair Dave Ramsay encouraged planning for a community event to be held in the Park.

9. Executive Director's Report

Ron Miller reported that Bing Energy checks have been received. The Development Review Committee will consider the Mag lab housing plans on Nov. 14, 2017. Audit process has begun, and the Investment Advisory Committee will meet Nov. 20, 2017. Applications are being currently received for the new Director of Entrepreneurship position.

10. New Business

Attendance at the Dec. 5, 2017 Blueprint/IA meeting by the Board of Governor members is encouraged.

11. Adjourn

The meeting was adjourned at 4:48pm.

STATE OF FLORIDA
COUNTY OF LEON

**INNOVATION PARK/TALLAHASSEE
LEASE AGREEMENT**

THIS LEASE is made this ____ day of _____, 2018, between the **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**, of the County of Leon and State of Florida, created pursuant to section 159.703, Florida Statutes, (hereinafter referred to as “Landlord”) and **Florida State University Board of Trustees** a public body corporate of Florida acting for and on the behalf of the Florida State University (hereinafter referred to as “Tenant”).

W I T N E S S E T H:

That Landlord, for and in consideration of the rents and other sums to be paid to Landlord by Tenant and the mutual covenants and agreements hereinafter mentioned to be kept and performed by Tenant, has demised and leased to Tenant, for the term and under the conditions hereinafter set out, those certain premises:

Offices comprising 11,145 square feet in the Morgan Building (“Building”), as more particularly described in Exhibit A attached hereto, located at 2035 East Paul Dirac Drive in Innovation Park/Tallahassee, Florida (“Leased Premises”).

I. TERM

TO HAVE AND TO HOLD the above described Leased Premises for a **one (1) year term** commencing on the **1st day of April, 2018 (“Effective Date”) to and including the 31st day of March, 2019.**

II. RENTAL RATE

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the above described Leased Premises for the term set out in this lease, and the Tenant agrees to pay in advance and in full on the first day of each month, without notice or demand, the sum of **Fifteen Thousand Four Hundred Seventeen and 25/100 Dollars (\$15,417.25)** per month for the term described in Article I of this lease. The Tenants rental payment includes: any and all common area maintenance fees; janitorial services and supplies; refuse removal; lighting fixtures and bulbs; heating and air conditioning equipment and maintenance; interior and exterior maintenance (excluding damage caused by Tenant, its officers, agents or employees—normal wear and tear excepted), and; water, sewer, and electric utilities. **Effective Date, as stated above, shall be adjusted to the earliest of the Effective Date as stated above, fourteen (14) days after Tenant begins to move in its personal property to the Leased Premises, or the date any of the Tenant’s personnel occupy the Leased Premises.** In the event the Effective Date does not fall on the first day of the month, the monthly rental shall be prorated based on the days remaining in that month.

III. TELEPHONE AND DATA COMMUNICATIONS SERVICES

Tenant shall directly pay to the applicable service provider all charges for telephone and data communications assessed against or incurred in connection with the Leased Premises throughout the term set out in this lease.

IV. TAXES AND INSURANCE

(a) Tenant shall be responsible for the payment of all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the demised premises or rental payments with respect to the lease. In the event the Building is assessed ad valorem taxes, Tenant shall pay

- its pro rata share of the ad valorem taxes based on the square footage Tenant occupies in the Building divided by the rentable square footage of the Building.
- (b) The parties hereby acknowledge and agree that the Tenant is an agency of the State of Florida and is thereby covered by the State Risk Management Trust Fund, pursuant to Florida law and subject to the limitations set forth in section 768.28, Florida Statutes, with general liability limits in the amount of \$200,000.00 per individual and \$300,000.00 per incident in the aggregate. Tenant shall deliver policies or certificates thereof to Landlord upon the execution of this Lease and thereafter renewal policies or certificates shall be delivered to Landlord not less than fifteen (15) days prior to the expiration of the policies of insurance.
 - (c) Landlord shall pay fire insurance premiums on the Leased Premises. Landlord shall not be liable to carry fire insurance on the person or property of Tenant or any other person or property which may now or hereafter be placed in the Leased Premises.

V. ALTERATIONS

- (a) Tenant may not make any alterations in and to the Leased Premises during the term of this lease upon first having obtained the written consent of the Landlord. Landlord shall not unreasonably withhold the consent to any such alterations.
- (b) Any and all such alterations, additions and improvements approved by Landlord shall be made without cost to Landlord, shall be made in good and workmanlike manner, in conformity with such plans and specifications as Landlord may have required and approved, and in compliance with the requirements any lender financing and all applicable permits, authorizations, building and zoning laws, and all other laws, ordinances and regulations.

VI. PROHIBITION AGAINST LIEN

Neither Tenant nor Landlord shall suffer or permit any mechanics' or materialmen's lien or other liens to arise or to be filed against the leasehold interest in the premises nor any buildings or improvements on the leased premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the leased property or any part thereof.

VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the Leased Premises during the continuance of this lease shall be the sole risk of Tenant, and except for any negligence of Landlord, Landlord shall not be liable to Tenant for loss or damage to the property. Each party agrees to be liable for any and all claims, injuries, and damages arising out the negligent or wrongful acts of its officers, employees or agents.

VIII. FIRE AND OTHER HAZARDS

- (a) In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Landlord at its option may forthwith repair the damage to the Leased Premises at its own cost and expense. Landlord shall notify Tenant within 30 days after such casualty of its election to either repair the damage or terminate this Lease. The rental thereon shall cease if the Lease is terminated, or abated until the completion of such repairs and Landlord will immediately refund the pro rata part of any rentals or common area maintenance fees paid in advance by Tenant prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by Tenant, then the rental and common area maintenance fees shall abate to the extent that the injured or damaged part bears to the whole of such Leased Premises and such injury or damage shall be restored by Landlord as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term. If Landlord is unable to

- repair the damage to the Leased Premises within forty-five (45) days of the casualty, Tenant shall have the right to terminate the lease.
- (b) Landlord shall be responsible for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshall. Landlord shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. Landlord agrees that the Leased Premises shall be available for inspection by the State Fire Marshall, prior to occupancy by Tenant, and at any reasonable time thereafter.
 - (c) Landlord will provide a security system for controlled access to the building after normal business hours, and will provide the tenant key fobs or cards for employees. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Leased Premises or Building. Tenant should provide any and all security it deems necessary to protect its operations and equipment in the leased premises.

IX. EXPIRATION OF TERM

At the expiration of the term, or upon termination of the Lease in accordance with Section XXXI herein, Tenant will peaceably yield up to Landlord the Leased Premises in good order and condition, allowing for ordinary wear and tear or loss of damages resulting from Acts of God or casualty. It is understood and agreed between the parties that Tenant shall, at the request of Landlord, remove from the Leased Premises all personal property of Tenant and any and all fixtures, machinery, equipment, including communications equipment, appurtenances and appliances placed or installed on the Leased Premises by it, and Tenant shall restore the Leased Premises to as good a state of repair as they were prior to the removal. In the event the Tenant fails to peaceably yield the Leased Premises to Landlord in accordance with this Article IX, and without prejudice to any additional remedy to which Landlord may be entitled and may undertake, Tenant shall be responsible for rent and fees set forth in this Lease Agreement for the period of time during which Tenant possesses the Leased Premises.

X. SUBLETTING AND ASSIGNMENT

- (a) Tenant shall not have the right to sublet or assign all or any part of the Leased Premises except upon written consent by Landlord, which shall not be unreasonably withheld.
- (b) On any such sublease or assignment, the assignor of such leasehold interest shall not be released from liability for the performance of any covenants or other obligations to be performed under this lease on the part of Tenant. The sublessee or assignee of such leasehold interest shall expressly assume and be bound by and be liable for the performance of all of the provisions of this lease to be performed by Tenant from and after the effective date of such assignment, transfer or conveyance.

XI. RADON GAS

Landlord, pursuant to Section 404.056(5), Florida Statutes, provides the following notice to Tenant:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Each sublease or assignment by Tenant shall contain the radon notification required by Section 404.056(5), Florida Statutes.

XII. WAIVER OF DEFAULTS

The waiver by either party of any breach of this lease by the other party shall not be construed as waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIII. RIGHT OF LANDLORD TO INSPECT

Landlord, at all reasonable times upon reasonable notice, may enter into and upon the Leased Premises for the purposes of viewing the same and for the purpose of making any such repairs as it may be required to make under the terms of this lease.

XIV. ESTOPPEL CERTIFICATES

Either party shall at any time and from time-to-time, upon not less than twenty (20) days prior written request by the other party, execute, acknowledge, and deliver to the requesting party a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications); and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid or are due. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the Leased Premises of Tenant, or any prospective purchaser or assignee of Landlord, or any lender or prospective assignee of any lender on the security of the leasehold estate or any part thereof.

XV. BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if Tenant shall neglect or fail to perform or observe any covenant herein contained, other than for the payment of rent, which on Tenant's part is to be performed, and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from Landlord to Tenant, or if Tenant fails to vacate the premises following forty five (45) days after receipt of written notice of termination from Landlord to Tenant, or if Tenant fails to pay rent as set forth in this Lease Agreement and after notice has been by Landlord to Tenant in accordance with Chapter 83, Florida Statutes, then Landlord lawfully may, immediately, or at any time thereafter, and without further notice or demand: commence an action for possession under Chapter 83, Florida Statutes, or any other civil action.

XVI. ACKNOWLEDGMENT OF ASSIGNMENT

Tenant, upon the request of Landlord, shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by Landlord to any third person, firm or corporation, provided that Landlord will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by Landlord.

XVII. UNDERLYING LEASE

Tenant acknowledges and agrees that this lease is a sublease and Tenant accepts this lease subject to all the terms and conditions of that certain lease agreement dated January 20, 1980, by and between the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, and Landlord (the "Underlying Lease"). A copy of the Underlying Lease has been provided to Tenant prior to execution of this Lease Agreement and is by reference incorporated herein. In the event of the termination of the Underlying Lease, Tenant will upon demand of the successor to Landlord deal with such successor in the same manner as if such successor were the original Landlord hereunder. This lease is further subject to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the leased property.

XVIII. USE OF PREMISES

- (a) Tenant shall use the Leased Premises only for such purposes as set forth in Chapter 159, parts II and V, Florida Statutes, as well as any other applicable laws, Ordinances of the City of Tallahassee and/or Leon County, now or hereinafter made, as may be applicable to Tenant. Tenant's use and occupancy of the Leased Premises is expressly subject to the Protective Covenants of Innovation Park/Tallahassee dated February 10, 1981 recorded February 10, 1981 in Official Records Book 984, Page 2269, public records of Leon County, Florida (the "Declaration"), which covenants as they may be amended from time-to-time, are made a part hereof by reference, and any violation of the covenants shall be a default by Tenant under this lease. Tenant has represented, and Landlord has approved use of the Leased Premises for **FSU Information Technology Services offices, which Landlord has determined to be a permitted use within the meaning and intent of the Declaration.**
- (b) Tenant's use of the Leased premises shall not create levels of noise, smoke or particulate matter so as to cause a nuisance to Landlord or others near the Leased Premises. Any and all laboratories Tenant intends to use in the Leased Premises shall conform to federal, state and/or local safety standards, including but not limited to applicable OSHA standards.
- (c) Tenant's use of the Leased Premises shall be subject to any rules adopted by Innovation Park/Tallahassee.

XIX. RENEWAL

- (a) Provided Tenant is not in default of this Lease Agreement, and upon consent of Landlord, ~~Tenant may this lease shall automatically renew this lease on a month-to-month basis for up to twelve (12) additional one (1) month terms~~ upon the same terms and conditions, ~~except rent which shall be increased by zero percent (0%).~~ If Tenant desires to ~~renew-terminate future month-to-month renewal terms this lease~~ under the provisions of this Article, it shall give Landlord written notice thereof not ~~more-less than sixthirty (630) months and not less than four (4) months days~~ prior to the expiration of the term provided in Article I of this lease or any applicable renewal period.

XX. TIME IS OF THE ESSENCE

Time is of the essence of this lease, and of each provision.

XXI. SUCCESSORS IN INTEREST

Each and all of the covenants, conditions and restrictions in this lease shall inure to the benefit of and shall be binding upon the parties and the successors in interest of Landlord, and subject to the restrictions in this lease, the authorized lienors, assignees, transferees, subtenants, licensees and heirs, personal representatives and successors in interest of Tenant.

XXII. ENTIRE AGREEMENT

This lease contains the entire agreements of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this lease shall be binding or valid.

XXIII. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIV. RELATIONSHIP OF PARTIES

Nothing contained in this lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any

association between Landlord and Tenant, and neither the method of computation of rent nor any other provisions contained in this lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

XXV. MODIFICATIONS

This lease is not subject to modifications except in writing signed by Landlord and Tenant.

XXVI. NOTICES

All notices, demands, or requests from Tenant to Landlord shall be given Landlord at: **1736 W. Paul Dirac Drive, Tallahassee, Florida 32310, or by electronic mail at rmiller@inn-park.com.** All rent and other amounts payable shall be paid to Landlord at: **NAI Talcor, 1018 Thomasville Road, Suite 200A, Tallahassee, FL 32303.** All notices, demands or requests from Landlord to Tenant shall be given to the Tenant at: **Florida State University, Finance and Administration, 214 Westcott Building, Mail Code 1320, Tallahassee, Florida 32306-1320.** Each party shall have the right, from time-to-time, to designate a different address by notice given in conformity with this Article. Notice shall be deemed to have been given upon the deposit of same in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed as herein required or by electronic mail at the addresses identified herein.

XXVII. CONTROLLING LAW AND FORUM

This Lease Agreement shall be construed under the laws of Florida. Landlord and Tenant agree that any in the event either Landlord or Tenant brings any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect or establish any right or remedy of either party, said action shall be brought in a court of competent jurisdiction in Leon County, Florida, and that venue for any such action is proper only in Leon County, Florida.

XXVIII. ATTORNEYS' FEES

In the event either Landlord or Tenant shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect or establish any right or remedy of either party, each party shall bear its own attorneys' fees and costs.

XXIX. SECURITY DEPOSIT

Tenant shall deposit with Landlord on the signing of this lease the sum of **\$000.00** as security deposit for the performance of Tenant's obligations under this lease, including without limitation, the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease. The security deposit, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of the covenants, conditions, and agreements of this Lease, is to be returned to Tenant without interest following the expiration or earlier termination of this Lease, and the vacation of the leased premises by Tenant.

XXX. USE OF COMMON AREAS

The use and occupancy by Tenant of the Leased Premises shall include the use in common with others entitled to the use of the common areas, employee parking areas, service roads, sidewalks and customer parking areas located from time to time within and around the Leased Premises (collectively referred to as the "Common Areas") provided however, the use of the Common Areas by Tenant shall be subject at all times to the regulations that may be adopted from time to time by Landlord, and the location of the Common Areas may be changed by Landlord within Landlord's sole discretion.

XXXI. SPECIAL STIPULATIONS

- (a) Tenant shall have the right to terminate this Lease Agreement without penalty in the event a State-owned building becomes available to Tenant for occupancy, and upon the giving of six (6) months advance written notice to Landlord.
- (b) Landlord acknowledges that Tenant's performance and obligation to pay under this Lease Agreement is contingent upon an annual appropriation by the Legislature and/or the availability of funds through contract or grant programs.

XXXII. DISPUTE RESOLUTION

In the event Tenant has a complaint regarding the Leased Premises or this Lease Agreement, Tenant should notify the property manager, as designated by the Landlord, in writing via electronic mail. If the property manager fails to resolve the complaint after 14 days of receiving notice of same, Tenant shall be entitled to notify the executive director, in writing via electronic mail. If the executive director fails to resolve the complaint after 14 days of receiving notice of same, Tenant shall be entitled to notify the Chair of the Board of Governors of the Landlord for final resolution, which shall be determined in the sole and absolute discretion of the Chair of the Board of Governors of the Landlord. This provision shall not be construed to waive any rights Tenant may have to seek legal redress for claims in the state or federal court system.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their signatures as of the date first written above.

Witness as to Tenant

(Type or print name of witness)

Witness as to Tenant

(Type or print name of witness)

**FLORIDA STATE UNIVERSITY BOARD OF
TRUSTEES ACTING FOR AND ON BEHALF
OF FLORIDA STATE UNIVESITY**

By: _____
Kyle Clark, Vice President for Finance
and Administration

Witness as to Authority

(Type or print name of witness)

Witness as to Authority

(Type or print name of witness)

**LEON COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY**

By: _____
David Ramsay, Chair

Floor	Rm	Sub Desig .	sq. ft.
1	102		436
1	103		159
1	104		341
1	105		163
1	106		152
1	107		162
1	108		41
1	109		518
1	127		339
1	128		149
1	129		390
1	129	A	107
2	200		396
2	201		286
2	203		220
2	204		523
2	206		297
2	207		173
2	208		274
2	210		199
2	211		187
2	212		199
2	213		199
2	214		204
2	215		237
2	215	A	17
2	219		311
2	220		214
2	221		201
2	222		453
2	222	A	529
2	222	B	47
2	223		160
2	225		47
2	225	A	331
2	225	B	164
2	225	C	145
2	225	D	191
2	236		193
2	237		153
2	238		211
2	239		62
2	240		214
2	241		131
2	242		210
2	246		120
2	247		190
2	248		222
2	248	A	23
2	261		165
2	262		90

Total 11,145

AGREEMENT FOR INNOVATION PARK CENTRAL POND TRAIL PROJECT DESIGN AND CONSTRUCTION SERVICES

THIS AGREEMENT FOR CENTRAL POND TRAIL PROJECT DESIGN AND CONSTRUCTION SERVICES (“Agreement”) dated this ____ day of March 2018, is made and entered into by and between the LEON COUNTY, Florida, a charter county and political subdivision of the State (“County”) and the Leon County Research & Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes (“Authority”).

RECITALS

WHEREAS, the County has agreed to survey, design, permit and construct the Central Pond Trail to be located at the Innovation Park, Leon County, Florida; and

WHEREAS, the County has identified a need and paramount public purpose to perform survey, design and construction services for the Central Pond Trail Project; and

WHEREAS, the Authority has determined that it would be in its members best interests to be able to utilize the services of the County for the survey, design and construction services related to the Central Pond Trail Project; and

WHEREAS, the County and the Authority desire to reduce their agreement related to the Central Pond Trail Project into writing.

NOW, THEREFORE, in consideration of the Recitals set forth above and the following mutual covenants and promises, the sufficiency of same being acknowledged hereby, the Parties agree as follows:

Section 1. Services to be Provided. The County hereby agrees to provide to the Authority services related to the survey, design, acquisition of permits and construction required, including the construction for the Central Pond Trail Project (“Project”) in accordance with the

Central Pond Trail Conceptual Plan, attached here to as Exhibit A, and the Preliminary Estimate Central Pond Trail, attached hereto as Exhibit B.

Section 2. Term and Project Schedule.

- a. Term. The effective date of this Agreement is the last date upon which the County and the Authority fully execute the Agreement. This Agreement shall commence on the effective date and, except as otherwise provided herein or as may be required to give effect to the provisions hereof, shall terminate when the Project is complete, the Authority has notified the County of its final acceptance of the Project and all performance by each Party required hereunder is complete.
- b. Project Schedule.
 1. Initial Project Schedule. The County will develop a Project Schedule, which indicates in detail all of the tasks (including but not limited to the plans and specifications, survey, acquisition of permits, construction, etc.) to be performed by the County under this Agreement, the dates such tasks shall be completed, and a final completion date for the Project consistent with the provisions of Section 3. The Project Schedule shall be submitted on or before forty-five (45) days following the effective date to the Authority for review and approval, which approval shall not be unreasonably withheld or delayed. The County and the Authority agree to work in good faith to resolve any comments or concerns raised by the Authority.

2. Updated Project Schedule. The Project Schedule shall be updated periodically and submitted from the project manager designated by the County to the designated representative of the Authority as necessary, for the Authority's review and approval, which approval shall not be unreasonably withheld or delayed. The Updated Project Schedule shall include the actual completion dates of each of the tasks identified in Section 2.b.1. above. Notwithstanding the foregoing, the Project shall be completed within the time period set forth in Section 3.

Section 3. Time for Completion. The County shall issue a notice to proceed with design services no later than ninety (90) days following the Effective Date. The construction services to be rendered by the County shall be commenced on the date of the issuance of a notice to proceed issued by the County, with a copy being provided to the Authority and shall be completed within one year from the Effective Date, unless the Authority requires a material change in the scope of services or schedule of performance, or a force majeure event occurs as provided herein.

Section 4. Changes in Scope of Services. The County or the Authority may request changes to the scope of services of this Agreement that would increase, decrease or otherwise modify the scope of the services to be provided under this Agreement as set forth in Section 1 herein. The Parties shall negotiate any changes or revisions to the work described in Section 1 or Exhibits A and B, or changes in compensation. Such changes and adjustments must be authorized in writing executed by the Parties to be effective. The County and the Authority

agree that time is of the essence in making any decisions, interpretations, and/or changes with respect to design, materials, and other matters pertinent to the Project.

Section 5. Delays. In the event there is a delay caused by the actions of the Authority, its employees or agents or other governmental agencies, which delays the completion of the Project, the Authority shall grant to the County a day for day extension of time for completion of the services to be provided under this Agreement.

Section 6. Contract Sum. For the satisfactory completion of all services set forth in this Agreement, the Authority shall pay for the quantities of all items used in construction and design of Central Pond Trail Project and a Project Administration Fee. The Project Administration Fee will be 2% of the construction cost and will be considered full compensation to the County for construction, engineering, and inspection (“CEI”) services rendered with respect to the trail construction work by a CEI firm, or in-house staff, and for services provided by the County in administration of the construction contract, if applicable, the CEI contract. Following receipt of construction bids for the Project, the County will promptly notify the Authority of the proposed construction contract price, and the Authority, if it desires to proceed with the Central Pond Trail construction, shall notify the County. As required by Florida law, the County will require its contractor to post a performance and payment bond for the Central Pond Trail construction and will ensure that the Authority is named as a beneficiary or insured under such bond. The bond shall be issued by a surety and in a form reasonably acceptable to both the Authority and the County. The County shall also cause the Authority to be named as an additional insured with respect to insurance coverage, other than Workers’ Compensation or Professional Liability, provided by the County’s contractor and will provide the Authority with a copy of any certification of coverage received by the County from its contractor. If the Authority

decides not to have the Central Pond Trail constructed after the construction bid opening, then the Authority shall pay for all expenses incurred until the bid opening and notify the County in writing to terminate the Agreement within seven days of the bid opening.

Section 7. Payments. The Authority shall pay make a deposit of **\$184,904.51** to the County within thirty (30) days of full execution of the Agreement. At any time after award of the contract for the construction of the Project, the County may request the Authority to make an additional deposit if it determines that the cost of the Central Pond Trail Work will exceed the amounts previously paid by the Authority as a result of an increase in the quantity of one or more Pay Items, or construction delay caused by the Authority, or changes in the Project Scope for which the Authority is responsible. The County shall request such additional deposit by delivery of invoices to the Authority. The County shall request such additional payment by delivery of invoices to the Authority. The Authority shall make such additional payment within fourteen (14) days following delivery of such invoice to the Authority. Should the total amount of all deposits for the Central Pond Trail Work made by the Authority exceed the actual cost of the Central Pond Trail Work, the County shall refund such difference to the Authority within fourteen (14) days following final payment for such work to the County's contractor.

Section 8. Ownership of Project Documents and Right-of-Way Improvements. All deliverables, plans, reports, surveys and real and personal property that result from the services provided under this Agreement shall become the property of the Authority, who shall maintain such real and personal property in accordance with the requirements of law.

Section 9. Permits, Fees, Licenses. Permits, fees and licenses necessary for the performance of the work pursuant to this Agreement shall be the responsibility of the County who shall obtain and pay for any such required permits, fees and licenses.

Section 10. Incorporation of Exhibits and Order of Precedent. Exhibit A, Innovation Park Central Pond Trail Conceptual Plan and Exhibit B, Preliminary Estimate Central Pond Trail having been attached hereto, are incorporated herein and made a part of this Agreement as if set forth in their entirety below. In the event of a conflict between the provisions of this Agreement and the Exhibits incorporated herein, any conflict shall be resolved in accordance with the order of precedence set forth below:

- a. Agreement;
- b. Exhibit B – Preliminary Estimate Central Pond Trail;
- c. Exhibit A – Innovation Park Central Pond Trail Conceptual Plan.

Section 11. Termination. Either Party may terminate this Agreement without cause, by giving the other Party not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

Section 12. Miscellaneous.

- a. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the non-assigning Party.

b. Non-Waiver

Failure by either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

c. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

d. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

e. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

f. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

g. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the

remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

h. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of disability. The Party claiming Force Majeure shall promptly notify the other Party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

i. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

j. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

k. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

l. Dispute Resolution

1. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section.

2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:

(a) The Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.

(b) Representatives of both Parties shall meet within five (5) days of the notice to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing within three (3) days following the meeting.

- (c) If those representatives are unable to reconcile the dispute, they shall report their impasse within three (3) days of the meeting to the County's designee and the Authority's designee, who, within five (5) days of the notice of impasse, shall meet and attempt to reconcile the dispute.
- (d) Should the County's designee and the Authority's designee fail to resolve the dispute, they shall report their impasse within three (3) days of the meeting to the County Administrator, who, within five (5) days, shall review and attempt to resolve the dispute.
- (e) If the County Administrator and the Authority's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

m. Attorneys' Fees and Costs

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the

prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

IN WITNESS WHEREOF, the parties cause this Agreement for Innovation Park Central Pond Trail Project Design and Construction Services to be executed by their duly authorized representatives as of the date first written above.

LEON COUNTY, FLORIDA

Leon County Research & Development Authority

BY: _____

Vincent S. Long
County Administrator

BY: _____

David Ramsay

As its: Chair

Date: _____

Date: _____

ATTEST:

Gwen Marshall, Clerk of the Court & Comptroller,
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____

Herbert W. A. Thiele, Esq.
County Attorney



INNOVATION PARK CENTRAL POND TRAIL CONCEPTUAL PLAN

Board of County Commissioners

MEMORANDUM

DATE: 2/13/2018

SUBJECT: COST ESTIMATE TO INSTALL MULT USE TRAIL AT INOVATION PARK ADMINISTRATIVE CENTER

PRELIMINARY ESTIMATE

DOT Pay Item#	Description	Unit	Quantity	Unit Price	Total Dollar
	MOBILIZATION	LS	1.00	\$6,000.00	\$6,000.00
	SEDIMENT FENCE	LF	6400.00	\$2.37	\$15,168.00
	CLEARING AND GRUBBING	AC	0.88	\$19,800.00	\$17,424.00
	TRAIL EXCAVATION	CY	395.00	\$9.14	\$3,610.30
	6' BENCH W/CONC PAD INSTALLED	EA	6.00	\$1,400.00	\$8,400.00
	MULTI USE TRAIL, 6' WIDTH INSTALLED	LF	3200.00	\$13.07	\$41,824.00
	SEED AND MULCH	SY	2133.00	\$0.83	\$1,770.39
	PERFORMANCE TURF, SOD	SY	720.00	\$2.58	\$1,857.60
CONSTRUCTION SUBTOTAL:					\$96,054.29
PROJECT ADMINISTRATIVE FEE (2% of the CONSTRUCTION COST)					\$1,921.09
Geotech/Testing			7%		\$6,723.80
Surveying , including Drainage Easements and Permit Fees			20%		\$19,210.86
Engineering Design			25%		\$24,013.57
DESIGN SERVICES SUBTOTAL:					\$49,948.23
PROJECT COST					\$147,923.61
Contingency				25%	\$36,980.90
Total (Preliminary Estimate):					\$184,904.51