

**Intergovernmental Management Agreement between
City of Gainesville and State of Florida
Department of Agriculture and Consumer Services
Division of Forestry**

THIS INTERGOVERNMENTAL MANAGEMENT AGREEMENT (hereinafter called "Agreement") is made and entered into this ____ day of _____, 2005, between CITY OF GAINESVILLE, a municipal corporation of the State of Florida whose mailing address is P.O. Box 490, Gainesville, Florida 32602-0490 (hereinafter referred to as "CITY") and the STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY whose mailing address is: Florida Division of Forestry, 3125 Conner Boulevard, Suite I, Tallahassee, Florida 32399-1650 (hereinafter referred to as "DOF");

WITNESSETH

WHEREAS, the State of Florida has acquired certain lands from the CITY in its entirety called the "Wacahoota Property", which is further shown in Exhibit "A", as Parcels A-1 and A-2, attached hereto and by this reference made a part hereof; and

WHEREAS, the Wacahoota Property is comprised of three parcels; and

WHEREAS, said lands identified in Exhibit "A" as Parcel A-1 has been conveyed to State of Florida by the CITY for use by DOF for the Waccasassa Forestry Center, office for forest fire control maintenance of DOF infrastructure, caretaker residential use, and public parking; and

WHEREAS, said lands identified in Exhibit "A" as Parcel A-2 has been conveyed to the Board of Trustees of the Internal Improvement Trust Fund by the CITY and are not intended to be used for the Waccasassa Forestry Center office for forest fire control and maintenance of DOF infrastructure, caretaker residential use, and public parking; and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund will lease the lands identified in Exhibit "A" as Parcel A-1 and Parcel A-2 to the DOF under a long term lease; and

WHEREAS, the CITY and the DOF recognize the value of close cooperation and mutual support in natural resource management of the Wacahoota Property and in providing for public use and enjoyment of the Property for the citizens of the City of Gainesville and Alachua County and agree it is in the best interest of both parties to enter into a management agreement as to the use of the land.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

a. TERM

This agreement shall take effect on the date of execution by the second party hereto. The term of this Agreement is in perpetuity unless terminated by the agreement of both parties or title to the property is transferred or conveyed to the CITY or a third party.

a. DOF RESPONSIBILITIES

- a. DOF shall manage that property identified in Exhibit "A" as Parcel A-2 for conservation and management of the natural resources, passive outdoor recreation, and environmental education; and
- b. DOF agrees to provide parking and access for the public from that property identified in Exhibit "A" as Parcel A-1 for passive outdoor recreation on Parcel A-2 and the remainder of the Wacahoota Property owned by the City, identified in Exhibit "A" as Parcel A-3. DOF agrees to provide their expertise and assistance for restoration and passive public use development on the CITY-owned Parcel A-3, as required.
- c. The DOF further agrees to provide assistance to the CITY to ensure the safety and security of the entire Wacahoota Property, identified in Exhibit "A", as Parcels A-2 and A-3.

a. DISPUTE RESOLUTION

- a. The resolution of any land management or land use questions specifically related to Parcels A-2 and A-3 that is the subject of this Agreement will be by the mutual consent of both parties to this Agreement; provided (excluding the master plan as provided in Paragraph 5a.) however, in the event of a conflict which is unable to be resolved by mutual consent, the aggrieved party shall give written notice to the other party of such conflict, specifying a proposed resolution of such conflict.
- b. If the other party fails to agree with the proposed resolution within sixty (60) days after receipt of notice thereof, the parties agree to submit the conflict to final and binding mediation. Each party shall select a mediator and within ten days of their appointment, the two mediators shall select a third neutral mediator. The decision, by a majority of the mediators, shall be in writing, shall be signed by the mediators, and shall include a statement setting forth the reasons for the disposition of any claim. Each party shall bear its own costs and expenses and an equal share of the mediators' and administrative fees of mediation. Except as may be required by law, neither a party nor a mediator may disclose the existence, content, or results of any mediation hereunder without the prior written consent of both parties. The place of mediation shall be Alachua County, Florida. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- c. In the event either party fails to abide by any decision of the mediators as

provided in paragraph 3.b. above, the prevailing party may seek to enforce the mediators' decision in a court of competent jurisdiction.

4. NOTICES

All notices, consents, approvals and waivers which any part shall be required or made or given under this Agreement shall be in writing and mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below or to such other address as any party hereto shall designate in a written notice so delivered to the other party hereto:

CITY: CITY OF GAINESVILLE
P.O. Box 490
Gainesville, Florida 32602-0490
ATTENTION: City Manager

With a copy to: Nature Operations Division
CITY OF GAINESVILLE
P.O. Box 490
Gainesville, Florida 32602-0490
ATTENTION: Nature Operations Manager

DOF: FLORIDA DIVISION OF FORESTRY
3125 Conner Boulevard, Suite I
Tallahassee, Florida 32399-1650
ATTENTION: Chief of Forest Management Bureau

5. MISCELLANEOUS

- a. In order to protect and conserve the Wacahoota property, the DOF agrees to develop a Master Plan for management of the 40-acre DOF property more particularly described on Exhibit "A" as Parcel A-2. The Master Plan will address the description of natural communities and the proposed management activities including passive public recreation development. The Master Plan will be brought to the City Commission for approval. The decision of the City Commission on the Master Plan shall be final and binding.

Prior to any development, the DOF will have the lead responsibility for drafting, revising, implementing, funding and staffing a detailed Land Management Plan for the DOF Property more particularly described on Exhibit "A" as Parcel A-2. The CITY will have the lead responsibility for drafting, revising, implementing, funding and staffing the resource management, public use, and access components of the Land Management Plan for the CITY-owned Property more particularly described in Exhibit "A" as Parcel A-3.

The City's Nature Centers Commission and the Local District Officer for the Florida Division of Forestry will approve the Land Management Plans.

Any and all improvements or alterations to Parcel A-2 and Parcel A-3 of Exhibit "A" must be described within the approved Land Management Plan prior to their implementation. Amendments to the plans may be proposed by either party to this Agreement at any time, however, both parties must agree in writing to the amendments.

b. This Agreement represents the entire agreement of the parties as to management and responsibility of Parcels A-2 and A-3. Any alterations, variations, changes, modifications, and waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties.

6. NO WAIVER OF SOVEREIGN IMMUNITY.

By entering into this Agreement, neither DOF nor the City waive any defense of sovereign immunity, or increases the limits of its liability as provided in Sec. 768.28, F.S. Both the DOF and City shall each be liable for its own negligence.

IN WITNESS WHEREOF, the Florida Department of Agriculture and Consumer Services, Division of Forestry, and the City of Gainesville have caused this Agreement to be duly executed by their authorized representatives.

CITY OF GAINESVILLE, FLORIDA

Witness

By: _____
Russell Blackburn, City Manager

Witness

APPROVED AS TO FORM AND LEGALITY

Marion Radson, City Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Russell Blackburn, as City Manager, City of Gainesville, who is personally known to me and who did take an oath.

Notary Public
My Commission Expires: _____

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES,
CHARLES BRONSON, COMMISSIONER

Witness

BY: _____
MIKE GRESHAM, DIRECTOR
DIVISION OF ADMINISTRATION

Witness

APPROVED AS TO FORM AND LEGALITY

Stephen Donelan, Senior Attorney
Department of Agriculture and
Consumer Services

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2005,
by Mike Gresham, as Director, Division of Administration, Department of Agriculture and
Consumer Services, who is personally known to me and who did take an oath.

Notary Public
My Commission Expires: _____



A-3





A-2


A-1



**Exhibit A
Intergovernmental Management Agreement**

Legend

-  A-1 Ten Acre Proposed DoF Center Office
-  A-2 Forty Acre Proposed DoF Conservation Parcel
-  A-3 Wacahoota Property - 150 Acres
-  SR 121 (Williston Road)

0 0.125 0.25
 Miles

The City of Gainesville prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided "as is".
 Further documentation of this data can be obtained by contacting:
 Nature Operations Division
 City of Gainesville
 Station 66, PO Box 490
 Gainesville, FL 32602-0490
 (352) 334-2231