

**INTERLOCAL STORMWATER COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of January, 2012, by and between the SCHOOL BOARD OF ALACHUA COUNTY (the "SBAC") and the CITY OF GAINESVILLE (the "City").

**WITNESSETH**

WHEREAS, the SBAC is a public body corporate and is the governing body of the School District of Alachua County, Florida; and

WHEREAS, the CITY is a Florida municipal corporation located in Alachua County, Florida; and

WHEREAS, a dispute has arisen between the CITY and the SBAC regarding payment of storm water utility fees to the CITY for school-board properties within the city limits; and

WHEREAS, the dispute resulted in the CITY filing a lawsuit pending in the Circuit Court of the Eighth Judicial Circuit, in and for Alachua County, Florida, styled The City of Gainesville v. The School Board of Alachua County, Case Number 2010-CA-5432 ("the Lawsuit"), and the SBAC has filed a counterclaim in the Lawsuit; and

WHEREAS, in the Lawsuit, the CITY maintains that the SBAC is obligated to pay storm water fees, while the SBAC maintains that it is exempt from the payment of storm water fees by the doctrine of sovereign immunity; and

WHEREAS, the SBAC is the single largest landowner of open space within the City of Gainesville; and

WHEREAS, the CITY is mandated to manage and treat storm water within its limits, and is in need of open spaces within the city limits for management and treatment of storm water; and

WHEREAS, the parties wish to amicably resolve their differences in the Lawsuit.

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. The SBAC agrees to lease to the CITY certain open spaces on school board property within the CITY for use by the CITY to build storm water management facilities, including but not limited to those properties identified on Exhibit A hereto ("the Leased Premises"). The CITY may, at its sole discretion, construct any storm water management facilities on the Leased Premises subject to the laws and regulations applicable to school board properties relating to life safety and security. The CITY shall be responsible for maintenance of the Leased Premises only after it has constructed storm water management facilities thereon. The parties agree to mutually cooperate with each other with respect to the design of any storm water facilities that the CITY elects to construct on the Leased Premises.

2. Until such time as the CITY constructs storm water management facilities on any of the Leased Premises, the SBAC shall have the right to use the Leased Premises, and shall have the responsibility for the maintenance of said Leased Premises, as long as any such use does not interfere with the City's future use of the Leased Premises.

3. The terms of the lease shall be ninety-nine (99) years. At the end of the lease term, no monies shall be due or owing to either party arising out of obligations of the lease and the provision of storm water services.

4. The lease payment for all properties shall be \$12,796.68 per month initially that will be adjusted upward or downward based upon the rates charged by the City against all customers of the storm water utility (the number of ERUs used in this calculations is 1620).

5. In the event the SBAC needs to utilize any of the parcels contained in the Leased Premises prior to the time the CITY elects to construct a storm water management facility on that parcel, the SBAC agrees to substitute equivalent acreage at alternative sites mutually agreed to by the parties.

6. SBAC and the City release all claims raised in the Lawsuit against each other. Therefore, no sums are due and owing to each party as of the date of execution of this agreement.

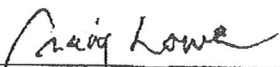
7. The parties agree to cooperate to identify the parcels that will comprise the Leased Premises, and the SBAC agrees, at its sole expense, to prepare legal descriptions of each and all parcels. Any and all leases to the parcels comprising the Leased Premises shall be drafted by the attorneys for the parties, and shall be subject to approval by the City Commission and the School Board of Alachua County.

8. This agreement is subject to the approval of the City Commission of the City of Gainesville and the School Board of Alachua County. Upon approval by both public bodies, the Lawsuit and the counterclaim in the Lawsuit shall be dismissed with prejudice, with each party to bear its own attorneys' fees and costs.

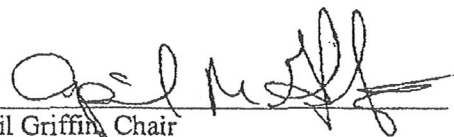
AGREED TO IN PRINCIPLE, SUBJECT TO CITY COMMISSION AND SCHOOL BOARD APPROVAL.

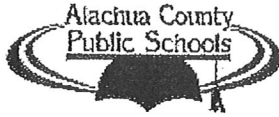
DATED this 7<sup>th</sup> day of January, 2012.

CITY OF GAINESVILLE

  
\_\_\_\_\_  
Craig Lowe, Mayor

ALACHUA COUNTY SCHOOL BOARD

  
\_\_\_\_\_  
April Griffin, Chair



rose ramos <rose.ramos@gm.sbac.edu>

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## City Stormwater Sites

1 message

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Ed Gable <ed.gable@gm.sbac.edu>

Tue, Jan 17, 2012 at 11:47 AM

To: Thomas L Wittmer <wittmerl@gm.sbac.edu>, rose ramos <rose.ramos@gm.sbac.edu>, keith f birkett <birketkf@gm.sbac.edu>

Tom: The school sites currently under consideration for City of Gainesville stormwater enhancements are:

J.J. Finley  
Loften  
Metcalf  
Bishop  
Westwood  
Littlewood  
Rawlings  
Duval  
Kirby-Smith  
A.Q. Jones  
Lincoln  
Foster  
Williams

The final engineering is not complete and some sites will work better than others. Pending final design some may be deleted and would not be included in the final lease agreement. Please let me know if you need further info.

thanx/eg

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