

INTERGOVERNMENTAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE AND THE
GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY
FOR THE MORNINGSIDE NATURE CENTER LAKE FOREST CREEK ADDITIONS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter called "Agreement") is made as of the _____ day of _____, 2009, by and between GAINESVILLE REGIONAL AIRPORT, a _____, by and through the Gainesville-Alachua County Regional Airport Authority whose mailing address is 3880 N.E. 39th Avenue, Suite A, Gainesville, Florida 32609 (hereinafter referred to as "AIRPORT"), and THE CITY OF GAINESVILLE, a municipal corporation of the State of Florida, by and through its Board of City Commissioners, whose mailing address is P.O. Box 490, Gainesville, Florida 32602-0490 (hereinafter referred to as "CITY"), and ALACHUA COUNTY, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877 (hereinafter referred to as "COUNTY");

W I T N E S S E T H:

WHEREAS, the AIRPORT, CITY and the COUNTY each intend to acquire lands described in Exhibit "A" attached hereto and by this reference made a part hereof and which may be amended by the parties pursuant to paragraph 2 of this Agreement, (hereinafter called "the PROPERTY"), for the purpose of preserving and enhancing the natural resources and providing recreational opportunities that are compatible with that purpose; and

WHEREAS, the AIRPORT has an interest in protecting the PROPERTY to satisfy the requirements of its permit from the St Johns River Water Management District (Number 4-001-15593-10); and

WHEREAS, the CITY has personnel and expertise to manage the natural resources of the PROPERTY and provide resource-based recreation opportunities for the citizens of Alachua County; and

WHEREAS, the CITY and the COUNTY recognize the value of close cooperation and mutual support in providing for public use and enjoyment of the PROPERTY for the citizens of the City of Gainesville and Alachua County;

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

1. **TERM.**

The initial term of this Agreement is for a period of five (5) years, commencing on the effective date of this Agreement. Thereafter, this Agreement shall be automatically renewed, in five (5) year increments, unless terminated as otherwise set forth herein.

2. **ADDITIONAL PARCELS.**

If additional parcels within the PROPERTY are identified by the AIRPORT, CITY and COUNTY, each individual parcel may be incorporated within the definition of the PROPERTY herein by an amendment to this agreement.

3. **AIRPORT RESPONSIBILITIES.**

During the term of this Agreement, the AIRPORT shall perform the following responsibilities:

- a. Provide funding for the acquisition of a Conservation Easement on the PROPERTY up to Two Hundred Thousand Dollars (\$200,000.00), title to which will vest with the St Johns River Water Management District, that satisfies the requirements of its permit from the St Johns River Water Management District (Number 4-001-15593-10);
- b. Provide 1/3 of the acquisition costs up to Fifty Thousand Dollars (\$50,000.00), including appraisal services, environmental assessments, boundary survey, and other costs of closing. The AIRPORT shall pay for their staff time and legal expenses if any;
- c. Review, and if acceptable to the Gainesville-Alachua County Regional Airport Authority Board, adopt the Land Management Plan for the PROPERTY;
- d. Enter into separate agreements as appropriate to implement and otherwise satisfies the requirements of its permit (referenced in paragraph 3.a. herein) from the St Johns River Water Management District. Such permits and requirements and the

AIRPORT'S agreements referenced in this paragraph herein shall survive this Agreement;

4. CITY RESPONSIBILITIES.

During the term of this Agreement, the CITY shall perform the following responsibilities:

- a. Provide 50% of the funding for the acquisition of the PROPERTY, subject to the Conservation Easement referenced in paragraph 3.a. herein, from the CITY'S allocation of the Wild Spaces & Public Places Local Government Infrastructure Surtax contingent on CITY Commission approval;
- b. Provide the balance of the funding for the acquisition of the Conservation Easement referenced in paragraph 3.a. herein on behalf of the AIRPORT if the AIRPORT'S Share of the cost of the Conservation Easement exceeds Two Hundred Thousand Dollars (\$200,000.00);
- c. Provide 1/3 of the acquisition costs, including appraisal services, environmental assessments, boundary survey, and other costs of closing. The CITY shall pay for their staff time and legal expenses if any;
- d. Provide the balance of the funding for the acquisition costs on behalf of the AIRPORT if the AIRPORT'S share exceeds Fifty Thousand Dollars (\$50,000.00);
- e. Take possession of an undivided 50% interest in the fee simple title in the PROPERTY, subject to the Conservation Easement referenced in paragraph 3.a. herein;
- f. Within a year of acquisition, develop and fund the Land Management Plan for the PROPERTY, as identified in paragraph 6 of this Agreement, and fund its implementation;
- g. Serve as lead manager for the day-to-day management of the PROPERTY;
- h. Provide for habitat, vegetative, wildlife, timber, and resource management on the PROPERTY, consistent with the Land Management Plan;
- i. Post the boundary of the PROPERTY with AIRPORT, CITY and COUNTY approved signage;
- j. Design an information kiosk and signage for the PROPERTY with AIRPORT, CITY and COUNTY approved text;
- k. Perform invasive and exotic vegetation control and maintenance on the PROPERTY, consistent with the Land Management Plan;

- l. Promote education and field trip opportunities on the PROPERTY;
 - m. Enter into agreements for day-to-day management responsibilities with environmental, educational or governmental organizations and agencies as appropriate and consistent with the approved Land Management Plans. Any such third party agreements necessary for routine maintenance or minor improvement of the site shall not require the written approval of the AIRPORT nor the COUNTY;
 - n. Correct any violation within 30 days of notice of violation except for violations committed solely by either the AIRPORT or the COUNTY;
 - o. Replace, rebuild, repair or restore the PROPERTY or any of the facilities thereupon;
 - p. Protect archeological and historical resources on the PROPERTY in compliance with Chapter 267 Florida Statutes; and
 - q. Assume all funding, implementation and staffing responsibilities associated with the CITY'S responsibilities under this agreement.
5. COUNTY RESPONSIBILITIES.
- During the term of this agreement, the COUNTY shall:
- a. Provide 50% of the funding for the acquisition of the PROPERTY, subject to the Conservation Easement referenced in paragraph 3.a. herein, from the COUNTY'S allocation of the Wild Spaces & Public Places Local Government Infrastructure Surtax contingent on COUNTY Commission approval;
 - b. Take the lead in obtaining the appraisal services, Environmental Site Assessments, Boundary Survey and other Due Diligence as necessary to acquire the PROPERTY;
 - c. Provide 1/3 of the acquisition costs, including appraisal services, environmental assessments, boundary survey, and other costs of closing. The COUNTY shall pay for their staff time and legal expenses if any;
 - d. Take possession of an undivided 50% interest in the fee simple title in the PROPERTY, subject to the Conservation Easement referenced in paragraph 3.a. herein;
 - e. Assist the CITY with the development of the Land Management Plan as identified in paragraph 6 of this Agreement, for the PROPERTY;
 - f. Review, and if acceptable to the Board of County Commissioners, adopt the Land Management Plan for the PROPERTY;

- g. Provide the CITY with technical assistance and other input in the ongoing management of the PROPERTY; and
- h. Assume all funding, implementation and staffing responsibilities associated with the COUNTY'S responsibilities under this agreement.

6. APPROVALS

The AIRPORT'S, CITY'S and COUNTY'S obligation to fund its specified shares of the purchase price and certain pre-acquisition and acquisition costs for the PROPERTY, is contingent the AIRPORT'S, CITY'S and COUNTY'S review and approval of appraisal reports, appraisal review, title insurance, survey, environmental site assessment, remediation activities if required, closing documents, any other matters affecting closing, at the reasonable discretion of the AIRPORT'S legal counsel, the CITY'S legal counsel and the COUNTY'S legal counsel, and contingent on the availability of the AIRPORT'S, the CITY'S and COUNTY'S shares of funding at closing. Payment by each party of its share of funds to the closing agent for closing shall be the evidenced approval of all such matters prior to closing.

7. USE OF THE PROPERTY.

- a. The AIRPORT, CITY and the COUNTY agree that any use or development of the PROPERTY shall be subject to such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the PROPERTY at all times complies with City of Gainesville and Alachua County Ordinances and Resolutions pertaining to the use of Alachua County Forever Bond Proceeds and Wild Spaces & Public Places Surtax revenues. Any development and alteration of the PROPERTY shall be set forth in the Land Management Plan, approved by the AIRPORT, CITY and the COUNTY, and no deviation from such plans shall occur without prior written approval of the AIRPORT, CITY and COUNTY.
- b. The AIRPORT, CITY and the COUNTY shall not use or permit the PROPERTY to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the management activities in, and use of, the PROPERTY during development of improvements to the PROPERTY. It is understood and agreed by the parties that there shall be no facilities except those directly related to the operation and maintenance of the PROPERTY for public resource-based recreational and educational purposes as set forth in the Land Management Plans.

8. LAND MANAGEMENT PLANS.

- a. The AIRPORT, CITY and the COUNTY agree to cooperate in the development and approval of the Land Management Plans for the PROPERTY. 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 Plans for the PROPERTY. The final plans shall be presented to AIRPORT CITY and COUNTY for review and approval. Any and all improvements or alterations to the PROPERTY must be described within the plan approved by all parties to this Agreement prior to their implementation. Amendments to the plans may be proposed by either party to this Agreement at any time, however, all parties must agree in writing to the amendments. The approved plans shall include, but not be limited to, the conditions outlined in paragraph 5 above and the conditions listed below.

- b. The AIRPORT, CITY and the COUNTY agree that resolution of any land management questions specifically related to areas heretofore mentioned in this Agreement will be by the mutual consent of both parties to this Agreement; provided, however, in the event of a conflict which is unable to be resolved by mutual consent, the conflict shall be resolved by the remedies described in paragraphs 9 and 10 of this Agreement. Any and all improvements shall remain open and available for use by the public for resource-based recreation.

9. ACCESS TO PROPERTY.

The AIRPORT, CITY and the COUNTY reserve the right for themselves, their agents, consultants and employees, upon reasonable notice to the other (emergencies exempted) to enter upon the PROPERTY for the purpose of scientific investigation, surveying, leading educational or recreational activities, and for the purpose of inspecting the PROPERTY and determining compliance with the terms of this Agreement, so long as such entry or use does not unreasonably interfere with the CITY'S use of the PROPERTY for the purposes set forth herein; provided, however, that any such agents, consultants or employees of the either party shall be responsible to promptly close and lock any gates through which they may pass in the exercise of such right of entry.

10. DISPUTE RESOLUTION.

From time to time the terms and conditions of this Agreement will require AIRPORT, CITY and COUNTY to reach agreement on certain plans and courses of action described and contemplated herein. AIRPORT, CITY and COUNTY agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, AIRPORT, CITY and COUNTY fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Agreement, then in that event, AIRPORT, CITY and COUNTY shall apply the provisions of Chapter 164, Florida Statutes, to resolve disputes that arise as a result of this agreement.

11. TERMINATION.

If any party of this agreement determines that one of the other parties is in violation of the terms of this Agreement or that a violation is threatened, the complaining party shall give

written notice to the offending party of such violation and its demand for corrective action sufficient to cure the violation and, where the violation involves injury to the PROPERTY resulting from any use or activity inconsistent with the purpose of this Agreement, the demand shall include a demand for remediation to restore the portion of the PROPERTY so injured. If the offending party fails to cure the violation within thirty (30) days after receipt of notice thereof from, the complaining party, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, the parties shall proceed to dispute resolution pursuant to Chapter 164, Florida Statutes. Any party to this agreement may terminate the agreement after providing 90 days written notice to the other parties.

12. NOTICES.

All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when 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 written notice so delivered to the other parties hereto:

AIRPORT: GAINESVILLE REGIONAL AIRPORT
3880 N.E. 39th Avenue, Suite A
Gainesville, Florida 32609
ATTENTION: Chief Executive Officer

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

COUNTY: ALACHUA COUNTY
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, Florida, 32602-2877
ATTENTION: County Manager

With a copy to: Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, Florida 32601
ATTENTION: Alachua County Forever.

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing thereof as aforesaid.

13. MISCELLANEOUS.

- a. Wherever used herein, the terms "AIRPORT", "CITY" and "COUNTY" include all parties to this instrument, their employees, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies.
- b. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties hereto or their authorized representatives.
- c. This Agreement shall be construed and interpreted according to the laws of the State of Florida. Venue for all court actions shall be in Alachua County.
- d. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by Counsel for one of the parties, it being recognized that both the AIRPORT, CITY and COUNTY have contributed substantially and materially to the preparation hereof.
- e. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the AIRPORT, CITY or the COUNTY has executed the same, and that date shall be inserted at the top of the first page hereof.
- f. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the AIRPORT, CITY or COUNTY as they now or hereafter exist under applicable laws, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

ATTEST:

CITY OF GAINESVILLE

By: _____

Pegeen Hanrahan,
Mayor

Kurt Lannon, Clerk

(SEAL)

APPROVED AS TO FORM

Marion Radson, City Attorney

GAINESVILLE REGIONAL AIRPORT

By: _____

Kinnon Thomas, Chair
Gainesville-Alachua County Regional
Airport Authority Board

ATTEST:

APPROVED AS TO FORM

(SEAL)

ALACHUA COUNTY, FLORIDA

By: _____

Mike Byerly, Chair
Board of County Commissioners

ATTEST:

J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

David Wagner, County Attorney

DRAFT

EXHIBIT A

