

INTERGOVERNMENTAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR THE GAINESVILLE ARCHIPELAGO - JURECKO PROPERTY

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter called "Agreement") is made as of the _____ day of _____, 2010, by and between THE 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 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 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 adding the PROPERTY to the adjacent Hogtown Creek Headwaters Nature Park (hereinafter called "the PARK"), to preserve and enhance the natural resources and recreational opportunities available at the PARK; and

WHEREAS, the CITY already manages the PARK and 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; and

WHEREAS, the CITY and the COUNTY will consider adding the PROPERTY to their respective Registries of Protected Public Places.

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 term of this Agreement shall commence on the date the last party signs this Agreement and continue unless terminated as otherwise set forth in Paragraph 9 herein.

2. **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 from the CITY'S allocation of the Wild Spaces & Public Places Local Government Infrastructure Surtax contingent on CITY Commission approval of a purchase contract for the PROPERTY;
- b. provide 50% of the acquisition costs, including appraisal services, environmental assessments, boundary survey, and other costs of closing for the PROPERTY. The CITY shall pay for it's own staff time and legal expenses if any;
- c. within a year of acquisition, incorporate the PROPERTY, as identified in paragraph 5 of this Agreement, into the Hogtown Creek Headwaters Nature Park Land Management Plan, and fund its implementation;
- d. serve as lead manager for the day-to-day management of the PROPERTY;
- e. provide for habitat, vegetative, wildlife, timber, and resource management on the PROPERTY, consistent with the Land Management Plan;
- f. post the boundary of the PROPERTY with CITY- and COUNTY-approved signage;
- g. design signage for the PROPERTY with CITY- and COUNTY-approved text;
- h. perform invasive and exotic vegetation control and maintenance on the PROPERTY, consistent with the Land Management Plan;
- i. promote education and field trip opportunities on the PROPERTY;

- j. 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 Plan. Any such third party agreements necessary for routine maintenance or minor improvement of the site shall not require the COUNTY'S written approval;
- k. correct any violation of the Land Management Plan or other PROPERTY management requirements within 30 days of notice of violation except for violations committed solely by the COUNTY;
- l. replace, rebuild, repair or restore the PROPERTY or any of the facilities thereupon;
- m. protect archeological and historical resources on the PROPERTY in compliance with Chapter 267 Florida Statutes; and
- n. assume all funding, implementation and staffing responsibilities associated with the CITY'S responsibilities under this Agreement.

3. COUNTY RESPONSIBILITIES.

During the term of this agreement, the COUNTY shall:

- a. take the lead on the negotiations for the purchase of the PROPERTY, provided the purchase contract shall name both the COUNTY and CITY as the Buyers and the contract shall not be effective until approved by the COUNTY and CITY Commissions;
- b. provide 50% of the funding for the acquisition of the PROPERTY from the COUNTY'S allocation of the Wild Spaces & Public Places Local Government Infrastructure Surtax contingent on COUNTY Commission approval of a purchase contract for the PROPERTY;
- c. provide 50% of the acquisition costs, including appraisal services, environmental assessments, boundary survey, and other costs of closing for the PROPERTY. The COUNTY shall pay for it's own staff time and legal expenses if any;
- d. assist the CITY with the development of the Land Management Plan as identified in paragraph 5 of this Agreement, for the PROPERTY;
- e. review, and if acceptable to the Board of County Commissioners, adopt the Land Management Plan for the PROPERTY;
- f. provide the CITY with technical assistance and other input in the ongoing management of the PROPERTY;

g. assume all funding, implementation and staffing responsibilities associated with the COUNTY'S responsibilities under this Agreement; and

h. Upon execution, the COUNTY shall, at its own expense, record this agreement in the Public Records of Alachua County pursuant to Section 163.01(11), Florida Statutes.

4. OWNERSHIP AND USE OF THE PROPERTY.

a. The CITY and the COUNTY agree that title to the PROPERTY shall be held by the CITY and the COUNTY, as Tenants-in-Common, each as to an undivided one-half interest. As such, the CITY and COUNTY agree that neither party will add its interest in the property to its respective Registry of Protected Public Places without the consent of the other party, which consent may be granted or withheld in the sole discretion of that party.

b. The 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 CITY and the COUNTY, and no deviation from such plans shall occur without prior written approval of the CITY and COUNTY.

c. The 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 Plan.

5. LAND MANAGEMENT PLAN.

a. The CITY and the COUNTY agree that the PROPERTY is to be added to the Hogtown Creek Headwaters Nature Park and to cooperate in the development and approval of the Land Management Plan 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 Plan for the PROPERTY. The final plan shall be presented to COUNTY and CITY 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 plan may be proposed by either party to this Agreement at any time, however, both parties must agree in writing to the amendments. The approved plan shall

include, but not be limited to, the conditions outlined in paragraph 4 above and the conditions listed below.

b. The 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 7 and 8 of this Agreement. Any and all improvements shall remain open and available for use by the public for resource-based recreation.

6. ACCESS TO PROPERTY.

The 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.

7. DISPUTE RESOLUTION.

From time to time the terms and conditions of this Agreement will require CITY and COUNTY to reach agreement on certain plans and courses of action described and contemplated herein. 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, 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, CITY and COUNTY shall apply the provisions of Chapter 164, Florida Statutes, to resolve disputes that arise as a result of this agreement.

8. TERMINATION.

If either party to this agreement determines that the other party is in violation of the terms of this Agreement or that a violation is threatened, the complaining party shall give written notice to the other 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 party fails to cure the violation within thirty (30) days after receipt of notice thereof from the other 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.

9. 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:

CITY: CITY OF GAINESVILLE
P.O. Box 490, Mail Station 06
Gainesville, Florida 32602-0490
ATTENTION: City Manager

With a copy to: Nature Operations Division
CITY OF GAINESVILLE
P.O. Box 490, Mail Station 66
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.

10. MISCELLANEOUS.

a. Wherever used herein, the terms "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 other 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 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 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 CITY or COUNTY as they now or hereafter exist under applicable laws, rules and regulations.
- g. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents, and employees.
- h. Nothing in this Agreement shall be interpreted as a waiver of either party's sovereign immunity as granted under Section 768.28, Florida Statutes.

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

ALACHUA COUNTY, FLORIDA

By: _____

Cynthia Moore Chestnut, Chair
Board of County Commissioners

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

David Wagner, County Attorney

CITY OF GAINESVILLE

ATTEST:

By: _____

Mayor

Kurt Lannon, Clerk

(SEAL)

APPROVED AS TO FORM

Marion Radson, City Attorney

EXHIBIT A

Alachua County Property Appraiser Tax Parcel 07901-000-000

Legal Description: PARADISE PB A-4 LOT 21 COM NW COR E 231 FT SLY ALONG CREEK 681 FT E 22 FT S 50 FT W 610 FT N 635 FT TO POB OR 1257/510

and

Alachua County Property Appraiser Tax Parcel 07902-001-000

Legal Description: PARADISE PB A-4 E 342.99 FT OF LOT 28 LESS W 130 FT OF S 335.08 FT (LESS R/W PER OR 2274/1002) OR 1838/2869

