

Grants & Contracts - Transmittal Memo

DATE: April 17, 2020

FROM: Procurement, Contracts

TO: Charlie Houser

CONTRACT #: 11635

VENDOR: Alachua Conservation Trust

DESCRIPTION: #11635 Alachua Conservation Trust Cooperative Management Agreement For Serenola Forest

APPROVED BY: Board of County Commissioners

APPROVAL DATE: April 14, 2020

RECEIVED ON: April 17, 2020

TERM START: April 14, 2020

TERM END: Click or tap to enter a date.

AMOUNT: N/A

RFP/BID #:

GMW: N/A

POR #
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**COOPERATIVE MANAGEMENT AGREEMENT
SERENOLA FOREST
ALACHUA COUNTY & ALACHUA CONSERVATION TRUST**

THIS COOPERATIVE AGREEMENT (hereinafter called "Agreement") is made as of the 14th day of April, 2020, by and between ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 12 SE 1st Street, Gainesville, Florida 32601 (hereinafter called the "COUNTY") and ALACHUA CONSERVATION TRUST, a Florida not-for-profit corporation and a not-for-profit organization as defined under Section 501(c)(3) of the Internal Revenue Code, with an address at 7204 S.E. County Road 234, Gainesville, Florida 32641, (hereinafter called "ACT") Collectively the County and ACT are referred to as the "Parties";

WITNESSETH:

WHEREAS, the COUNTY and ACT separately purchased portions of the ±110.93 acre Serenola Forest in Alachua County, formerly owned by the SERENOLA LLC, a NEVIS LIMITED LIABILITY COMPANY. The ownerships are depicted in Exhibit "A" attached hereto and labeled as COUNTY PROPERTY and ACT PROPERTY; and

WHEREAS, the ACT PROPERTY is 7.72 acres and consists of parcel numbers (07191-003-000) and the COUNTY PROPERTY is 103.21 acres and consists of parcel numbers (07176-020-000, 07191-001-000, 07191-002-000); and

WHEREAS, these PROPERTIES were purchased for the protection of water resources, wildlife habitats and natural areas suitable for resource-based recreation consistent with Alachua County Forever Mission Statement, Alachua County Code, Chapter 36. Land Conservation Program, Resolution 18-101, Ordinance 14-005 and Section 6 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan; and

WHEREAS, ACT desires to manage the COUNTY'S PROPERTY in addition to the ACT PROPERTY, and they can provide the personnel, resources, ability, interest, and willingness to manage the COUNTY PROPERTY based on sound ecological principles.

NOW THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements hereinafter contained, ACT and COUNTY do hereby agree as follows:

1. The purpose of this Agreement shall be to designate ACT as the lead management entity for the provision of conservation, protection, management, and enhancement of natural resources and to provide natural resource based recreation within the COUNTY PROPERTY.
2. The term of this Agreement is for a period of 10 years, commencing on the effective date of this Agreement. This Agreement will thereafter be automatically renewed in 20-year increments, unless terminated as otherwise set forth herein.
3. As additional parcels that adjoin the boundaries of the COUNTY PROPERTY are acquired by the COUNTY, each individual parcel may be automatically incorporated within the definition of the COUNTY PROPERTY herein, subject to written approval by both the COUNTY and ACT for such additions.
4. Within 30 calendar days of the effective date of this Agreement, ACT will develop a Management Plan ("Plan") for the PROPERTY and submit the proposed Plan to the Director of the Office of Land Conservation ("Director") for review. The Director may require revisions to the Plan that are mutually agreeable to the Parties prior to submittal to the Alachua County Board of County Commissioners for final approval. Upon receipt of a final proposed Plan, the Director will submit the Plan to the Board of County Commissioners for review and approval, subject to the conditions outlined below:
 - a. The Plan, and all future revisions or iterations of the Plan, must include a conceptual master site plan, strategies for forest, ecological and fire management, silviculture, long-term management, public recreational uses, access and use of existing roads, site development and improvements, security, protection of cultural resources and establishment of environmental education programs; and
 - b. Amendments to the Plan with respect to the COUNTY PROPERTY may be proposed by either Party to this Agreement at any time; however, both parties must agree in writing to the amendments, executed and approved with the same formalities as the original Plan.
5. ACT shall provide to the COUNTY on the anniversary date of this Agreement an annual work plan, which will include the proposed activities for the coming 12 month period. The Director of the Office of Land Conservation shall review and approve the plan. The plan

may be amended throughout the year with the mutual approval of the Director of the Office of Land Conservation and ACT.

6. A master site plan for any improvements to the COUNTY PROPERTY must be provided to the Director of the Office of Land Conservation and reviewed for consistency with the Board of County Commissioners approved conceptual master site plan in section 4.a. above prior to the commencement of construction.
7. The COUNTY and the Alachua County Forever Program must be acknowledged on all signage and materials related to the COUNTY PROPERTY.
8. ACT and COUNTY mutually agree that any use or development of the COUNTY PROPERTY is subject to the minimum conditions and guidelines outlined below:
 - a. The function and condition of the COUNTY PROPERTY with respect to wildlife habitats, natural resources, water management, water supply and the conservation and protection of water resources will be maintained in its present condition or enhanced;
 - b. Consistent with the conservation and protection of wildlife habitat, natural resources and water resources, the COUNTY PROPERTY shall also be managed for forest management, and for natural resource based educational and recreational purposes (i.e., dependent on existing elements of the natural environment), which may include hiking, wildlife viewing, picnicking, nature study, and other related passive outdoor activities, as set forth in the Plan;
 - c. Educational and recreational activities planned or conducted on the COUNTY PROPERTY must be natural resource based. The development of recreational facilities shall be restricted to trails, boardwalks, or other alterations, as set forth in the BoCC approved Plan, which facilitate access for the recreational user, and do not have a significant negative impact on the natural, cultural or water resources;
 - d. All educational and recreational uses and activities on the COUNTY PROPERTY shall be consistent with the mission of the Alachua County Forever program and the protection of environmentally significant lands as provided in the Alachua County Code, Chapter 36. Land Conservation Program, Referendum 18-101, Ordinance 14-005 and Section 6 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan;

- e. It is understood by both parties that there shall be no facilities on the COUNTY PROPERTY except those directly related to the operation and maintenance of the COUNTY PROPERTY for conservation, passive natural resource based public recreation, and environmental education, as set forth in the approved Plan.
9. ACT shall coordinate, fund and oversee all activities on the COUNTY PROPERTY; implement the approved Plan to meet the goals and objectives described therein, initiate appropriate management programs to meet the intent of the conditions and guidelines stated herein; coordinate and monitor all management activities undertaken by others; provide for management of the COUNTY PROPERTY on a day-to-day basis; and coordinate and monitor all public recreation activities on the COUNTY PROPERTY, including trail construction and maintenance, trail brochure development and other passive recreation activities that are consistent with the Plan.
 10. Revenues generated on the COUNTY PROPERTY by ACT or the COUNTY, or third parties hired by ACT or the COUNTY through compatible secondary-use management, such as the sale of timber, shall be utilized for the benefit of the COUNTY PROPERTY to implement approved activities on the COUNTY PROPERTY to the extent allowable under existing laws and consistent with the Plan. Such revenues and expenditures by the Parties will be reported in writing at least annually by ACT to the Director of the Office of Land Conservation, and will describe, at a minimum, revenues, how they were generated, and expenditures on the COUNTY PROPERTY for the reporting period. Any discrepancies between revenues, expenditures and remaining fund balance will be explained in the report. Funds placed in an endowment to manage the COUNTY PROPERTY will be described separately and included in the report. If this Agreement expires or is terminated as set forth in paragraph 19 below, the parties agree that if ACT is no longer the manager of the COUNTY PROPERTY, the funds remaining for the management of the COUNTY PROPERTY must be returned to the County.
 11. Any equipment, structures, improvements and facilities placed upon or moved in or upon the COUNTY PROPERTY by ACT or the COUNTY shall be at the sole cost, expense and liability of the initiating Party, shall be considered the property of the initiating Party, unless otherwise agreed, and shall be identified in the approved Plan. The COUNTY shall not be liable for damage to structures, improvements and facilities initiated by ACT; nor

shall ACT be liable for damage to structures, improvements and facilities initiated by the COUNTY. If this Agreement expires or is terminated as set forth in paragraph 19 below, ACT must remove its equipment, structures, improvements and facilities within the 45 calendar day notice provision specified in paragraph 19 below or else they will be considered abandoned and become the property of the COUNTY.

12. Nothing contained in this Agreement or in the Plan prepared pursuant to this Agreement shall be construed as a waiver or delegation of the regulatory or permitting authority of ACT or COUNTY as it now or hereafter exists under applicable laws, rules and regulations.
13. Each Party shall pay all lawful debts incurred by that Party with respect to the COUNTY PROPERTY and shall satisfy all lawful and properly established liens of contractors, subcontractors, mechanics, laborers, and materialmen with respect to any construction, alteration and repair in and on the COUNTY PROPERTY, and any improvements thereon authorized by such Party, its agents or employees, and shall be responsible for its own legal costs and charges, including reasonable attorney's fees on appeal, in any suit involving any claims, liens, judgments or encumbrances suffered by that Party as a result of the use or occupancy of the COUNTY PROPERTY or any part thereof by such Party, its agents or employees. ACT may not incur any debt with respect to the COUNTY PROPERTY without prior written approval by the Board of County Commissioners.
14. Neither ACT nor COUNTY shall use or permit the COUNTY 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 environment, or relating to archeological and historical sites, with respect to either Party's activities in, and use of, the COUNTY PROPERTY during development of improvements to the COUNTY PROPERTY. The Parties shall obtain all applicable permits prior to initiating any activity requiring such permit.
15. ACT or the COUNTY may enter into agreements with third parties to develop and implement the approved Management Plan or to subcontract day-to-day management responsibilities to environmental, educational or governmental organizations and agencies consistent with the approved Plan. Neither Party may enter into any agreement with a third

party that would burden or obligate the other Party to this Agreement, without the express written consent of both Parties, executed with the same formalities as this Agreement.

16. During the term of this Agreement, and any subsequent renewals, the Parties may apply for grant funding from third-parties. If the Parties receive grant funding that requires reporting or auditing to a third-party, then ACT shall perform the reporting and auditing function required by the grant. Neither Party shall enter into any grant agreements that obligate the other Party without the county's prior consent.
17. ACT, shall, throughout the term of this Agreement, provide, maintain, and keep in force a program of insurance or self-insurance covering its liabilities as of the types and in the minimum amounts detailed in Exhibit B.
18. ACT will take reasonable steps to minimize the liability of the Parties, including adopting policies and procedures to protect public safety and posting all statutorily required notices or signs required by law or by the Plan, including without limitation, those notices pertaining to equine activities as provided in Chapter 773, Florida Statutes. Each Party agrees that it will be liable for personal injury and property damage for which it is found legally responsible. This provision will survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as a waiver of the COUNTY'S sovereign immunity or the provisions or limitation under Section 768.28, Florida Statutes, or any other provision of law.
19. Either Party may terminate this Agreement with or without cause by giving 45 calendar days' notice in writing of its intent to do so.
20. All notices, consents, approvals, waivers and elections which any Party is required to make, or desires to make or give, under this Agreement must be in writing and is deemed sufficiently made or given (i) when mailed by Certified Mail, postage prepaid, return receipt requested, or (ii) by hand delivery to the named individuals below, or (iii) by private parcel delivery services or (iv) by facsimile transmission for which a receipt is provided to the notifying Party addressed as follows to the parties listed below or to such other address as any Party hereto shall designate in writing by like notice given to the other Party hereto:

ACT:

ALACHUA CONSERVATION TRUST
7204 S.E. County Road 234

GAINESVILLE, Florida 32641
ATTENTION: Executive Director

COUNTY: ALACHUA COUNTY
Office of Management and Budget
12 SE 1st Street, 3d Floor
Gainesville, FL 32601
Attn: Contracts

With a copy to: Alachua County Office of Land
Conservation 408 West University Avenue,
Suite 106 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, delivery or transmission thereof, as aforesaid.

21. Whenever used herein the terms "ACT" 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.
22. 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 executed with the same formalities as this Agreement.
23. This Agreement shall be construed and interpreted according to the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.
24. 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 ACT and COUNTY have contributed substantially and materially to the preparation hereof.
25. ACT will comply with all laws, ordinances, regulations, and building code requirements applicable to this Agreement. ACT is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may be applicable. If ACT is not familiar with

state and local laws, ordinances, code rules and regulations, ACT remains liable for any violations and all subsequent damages or fines.

26. Paragraphs 17 and 18 are essential and indivisible provisions of this Agreement and must be interpreted to provide the broadest protection to the County. If Paragraph 17 or Paragraph 18 is declared to be void by a court of law, then the entire Agreement is void. If any other provisions of this Agreement are declared void by a court of law, all other provisions will remain in full force and effect.
27. The failure of any party to exercise any right in this Agreement is not a waiver of such right. Failure by the Parties to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement is not a waiver of such terms, conditions, or provisions, and the Parties, notwithstanding such failure, retain the right hereafter to insist upon strict performance of any or all such terms and conditions of this Agreement, as set forth herein.
28. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of ACT or COUNTY has executed the same, and that date shall be inserted at the top of the first page hereof.

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

ALACHUA CONSERVATION TRUST



Print Name: Tom Kay,
Executive Director
Alachua Conservation Trust

3-10-2020

Date

STATE OF Florida)

COUNTY OF Alachua)

SWORN TO and subscribed before me this 10 day of March, 2020 by Tom Kay, as Executive Director of Alachua Conservation Trust. Such person(s) (Notary Public must check applicable box):

- ☒ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)



Heather A. Obara

Notary Public

Heather A. Obara

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: GG 290859

My Commission Expires: 02/03/2023

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

J. K. "Jess" Irby
J. K. "Jess" Irby, Esq., Clerk

By: Robert Hutchinson
Robert Hutchinson, Chair

Approved as to form:

(SEAL)

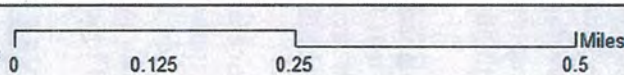
County Attorney

Paynes Prairie Additions - Serenola: County - ACT Ownership Map



Legend

- Serenola Boundary (110.93 ac)
- County Property (103.21 ac)
- ACT Property (7.72 ac)
- Conservation Lands
- Wetlands



DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Exhibit B

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES

