

ENV 2-1-94

DIVISION LOG # _____

CONTRACT ROUTING REVIEW FORM

CONTRACT NUMBER 93078 CONTRACTOR _____

BRIEF TITLE SPLIT OAK MITIGATION PARK

NEW () RENEWAL () EXTENSION () AMENDMENT (See Reverse for Definitions)

CONTRACT BEGIN DATE _____ END DATE _____ OPTION FOR _____ YEARS

ORIGINATOR/CONTACT MIKE ALLEN PHONE 8-6661 DIV/OFF _____

TOTAL CONTRACT AMOUNT \$ _____ PAYMENT AMOUNT \$ 175,000 *mya*

BILLING PERIODS: () MONTHLY () QUARTERLY () ANNUALLY () OTHER _____

() EXPENDITURE () REVENUE AGREEMENT

RCC CODE 7075 *mya* CATEGORY _____ OBJECT CODE _____ PROJECT _____

CLASS/GROUP CODE _____ SACCS YES _____ NO L

ROUTING ORDER FOR APPROVAL	CONCUR/INITIALS	DATE	COMMENTS
1. PROJECT LEADER*	<i>mya</i>	<u>4-17-94</u>	
2. DIV/REGIONAL DIRECTOR*	<i>BGA</i>	<u>2/17/94</u>	
3. PURCHASING*	<i>BGA</i>	<u>2/17/94</u>	
4. LEGAL	<i>JG</i>	<u>2/22/94</u>	
5. AD SERVICES			
DISBURSEMENT MANAGER			
REVENUE MANAGER			
ACCOUNTING DIRECTOR			
FEDERAL AID ACCOUNTANT*			
AD SERVICES DIRECTOR	<i>SP</i>	<u>2/22/94</u>	
6. EXEC/DIV/REGION DIRECTOR*	<i>WCS</i>		

*ROUTING OF FEDERAL AID DOCUMENTS ONLY

DIVISION/OFFICES ARE TO FORWARD COMPLETED ORIGINAL CONTRACT AND ROUTING SLIP TO THE PURCHASING OFFICE.

DEFINITIONS

RENEWAL - means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

EXTENSION - means an increase in time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with a proportional increase in the total dollar amount; which increase is to be based on the method and rate previously established in the contract.

AMENDMENT - means a correction, revision or a change to an existing contract, other than one which solely affects a renewal (as stated above) or the extension of the duration of the contract (as stated above).

NOTE: Careful attention should be given to any alterations to contracts resulting from a formal bid. Please contact the Purchasing Office.

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT ITS MEETING

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT ITS MEETING

FEB 15 1994 JC/SD

~~MAR 1 1994~~ *for initial changes*

INTERAGENCY AGREEMENT FOR SPLIT OAK FOREST MITIGATION PARK

This interagency agreement is made by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "Orange"), OSCEOLA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "Osceola") and FLORIDA GAME AND FRESHWATER FISH COMMISSION, a state agency existing under the Florida Constitution (hereinafter referred to as the "GFC").

RECITALS

WHEREAS the GFC has an interest in the establishment of a Mitigation Park program to accommodate wildlife mitigation efforts within the East Central Florida Regional Planning Council boundary.

WHEREAS both Osceola and Orange have a concurrent interest in providing lands that could be used for mitigation of environmental impacts caused by existing and proposed development.

WHEREAS a site, which is located in both Osceola and Orange County and which is referred to as the Split Oak Forest Mitigation Park, is the preferred site for the establishment of a mitigation park facility. The Split Oak Forest Mitigation Park (hereinafter referred to as the "Project") is depicted in Exhibit A herein attached and made a part of this agreement.

WHEREAS the interest of all the above named parties who are involved in environmental mitigation could be best served by submitting a joint application for funding through the Florida Communities Trust (hereinafter referred to as the "FCT") program for the acquisition of the Project.

WHEREAS, on December 16, 1991 and December 17, 1991, the Osceola County Board of County Commissioners and the Orange County Board of County Commissioners respectively approved the submittal of a partnership application with the Florida Game and Freshwater Fish Commission to the FCT for the Project.

WHEREAS, the FCT Governing Board pursuant to Sections 259.101 and 380.502, Florida Statutes, and Rule 9K-4, Florida Administrative Code awarded Conceptual Approval to the Project partnership application on April 30, 1992.

WHEREAS, Osceola has been approved for a \$2,700,000.00 loan from FCT, Orange has been awarded a \$2,320,000 matching grant from FCT and GFC has established the East Central Florida Habitat Trust Fund for the Project and has agreed to commit \$175,000 towards the initial acquisition of the Project.

*W.B.
A.E.
within*

^ for obtaining a management/conservation easement
WHEREAS, on June 19, 1992, the FCT Governing Board approved the Conceptual Approval Agreement setting forth the terms and conditions of funding for the Project.

WHEREAS, on September 16, 1992, Orange and Osceola approved the Conceptual Approval Agreement which required as one of its conditions, the execution of an interagency agreement between Orange, Osceola and GFC that addresses the fiscal and management responsibilities for the Project.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions stated below, Orange, Osceola and GFC agree to be legally bound as follows:

1. FISCAL RESPONSIBILITIES. All monies that are collected by each of the parties for environmental mitigation satisfied by using the Project shall comply with the following subsections.

(A) Each party agrees to establish the fees charged for participation in the Project as follows:

Total Project Acquisition Costs shall mean the total purchase price of the Project including costs of any title insurance, property appraisals, boundary surveys, environmental audits, closing costs and other direct and incidental costs required for purchase of the Project minus the \$2,320,000.00 matching grant from Florida Communities Trust. No agency staff or internal costs shall be included.

*Non-FCT
A.E.
Jd.S
Q*

An Upland Preservation Mitigation Fee shall mean Total Project Acquisition Costs minus the purchase cost of all on-site wetlands divided by the total number of non-FCT upland acres within the Project plus a 3.0% State Imposed Loan Charge.

A Wetland Restoration/Creation Mitigation Fee shall mean the Total Project Acquisition Costs minus the purchase price of all on-site non-FCT uplands divided by the total number of non-FCT wetland acres within the Project plus by a 3.0% State Imposed Loan Charge plus any design, construction, monitoring, maintenance or any similar costs directly related to creation or restoration of wetlands on the Project.

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NON-FCT

NON-FCT

A Wetland Preservation Mitigation Fee shall mean the Total Project Acquisition Costs minus the purchase price of all on-site uplands divided by the total number of wetland acres within the Project plus a 3.0% State Imposed Loan Charge.

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For the purposes of this agreement, an acre of the Project shall be synonymous with a mitigation credit.

FCT uplands and wetlands are those areas legally defined in the final boundary survey for the project, and shall not be available for sale as mitigation.

(B) To provide sufficient funds for perpetual management, each party agrees to charge a management fee for the Project. The management fee shall be calculated as follows:

All non-FCT uplands used as mitigation shall be assessed a GFC management fee of 15% equivalent to the Upland Preservation Mitigation Fee multiplied by 15%. All non-FCT wetlands used as mitigation shall be assessed a GFC fee of 15% equivalent to the Wetland Preservation Fee multiplied by 15%.

County Administration Fee = \$100.00 per mitigation acre

(C) All Upland and Wetland Preservation Mitigation Fees collected by each party shall be used to first satisfy repayment of the \$2,700,000 loan from Florida Communities Trust. Only that portion of the Wetland Restoration/Creation Mitigation Fees collected by each party that excludes any design, construction, monitoring, maintenance or any similar costs directly related to the creation or restoration of wetlands on the Project shall be used to satisfy repayment of the \$2,700,000 loan from FCT. Each party agrees to require all Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees as described above to be made payable to the Florida Communities Trust. Each payment to FCT shall be a cashiers or certified check and sent via certified mail return receipt by the property owner or developer in need of environmental mitigation with copies of the check and receipt provided to the other two parties such that all three parties are notified on all monies collected and paid to FCT. No permits or mitigation credits shall be issued or validated by each of the parties until the payment has been received by FCT. For the purposes of this agreement, "permit" is defined as any official action of each party that could result in the physical alteration of land, clearing of vegetation or similar activities that would change the existing land use of the property that is the subject of a development approval

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each respective County, as appropriate, or to

application or the taking of an animal species as listed by Chapter 39-27.003, 39-27.004, 39-27.005, Florida Administrative Code.

(D) Each party agrees to require all Management and Administration Fees levied to be made payable to the GFC and Orange or Osceola as may be applicable. Each payment to GFC and to the applicable County shall be a cashiers or certified check and sent via certified mail return receipt by the property owner or developer in need of environmental mitigation with copies of the check and receipt provided to the other two parties such that all three parties are notified on all monies collected and paid to GFC and to the respective counties. When the Project is used to secure permit approval, no permit or mitigation credit shall be issued or validated by each of the parties until the payment has been received by GFC or the applicable County.

(E) Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees collected by each of the parties shall be used to repay the \$ 3,179,615.00 cash advance provided by Orange once the FCT loan has been repaid in full. Each payment to Orange shall be a cashiers or certified check and sent via certified mail return receipt by the property owner or developer in need of environmental mitigation with copies of the check and receipt provided to the other two parties such that all three parties are notified on all monies collected and paid to Orange. Once Orange has been repaid in full, then Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees collected by each of the parties shall be used to repay the \$414,285.00 cash advance provided by Osceola in accordance with the same procedure.

(F) Once the FCT loan has been repaid in full, the 3% State Imposed Loan Charge shall no longer be included in the Upland Preservation, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees charged by the parties and subsequently paid to Orange and Osceola.

(G) Once the cash advances provided by Orange and Osceola have been paid in full, then each party agrees to consider the Project completed and that each party can no longer collect Upland, Wetland Restoration/Creation or Wetland Preservation Fees, Management, or Administration Fees.

(H) GFC agrees that all monies collected by that agency for incidental take permits for gopher tortoises (Gopherus polyphemus) within Volusia, Osceola, Orange, Lake, Seminole and Brevard Counties shall be administered solely in accordance with Section 1 of this

agreement until FCT and Orange and Osceola have been repaid in full. To the extent that under its existing and future rules and in accordance with valid biological principles GFC finds that it can use the Project as mitigation for other listed wildlife species, it will direct monies resulting from incidental take permits within Volusia, Osceola, Orange, Lake, Seminole and Brevard Counties to be administered in accordance with Section 1 and 3(A) of this agreement.

2. MANAGEMENT RESPONSIBILITIES.

(A) GFC will establish the Project as a Wildlife and Environmental Area pursuant to Rule 39-17.002 and will assume management responsibility of the Project. Management Fees collected pursuant to subsection 1 of this agreement will be administered by GFC and used to establish a management endowment fund and the principal and interest that accrues on behalf of monies held in this account will be used to fund management activities on an annual basis solely for the Project. This assignment of management responsibility shall not preclude Orange or Osceola from recreational use of the Project so long as said recreational uses comply with specific regulations promulgated by GFC pursuant to Rule 39-17.005, F.A.C., are consistent with the management plan adopted as part of the Project plan approval (as defined by Rule 9K-4.011 F.A.C.) for the Project, do not unreasonably interfere with the protection of the wildlife and vegetation and comply with the terms and conditions of the Conceptual Approval Agreement between Orange, Osceola, and FCT. No wetland creation or restoration shall occur on non-FCT uplands without the prior approval of GFC. Any proposed recreational uses may be used by Orange and Osceola to maintain their adopted level of service standards for recreation but shall be subject to the written approval of the GFC and FCT. Said approval shall not be unreasonably withheld upon clear demonstration that the proposed recreational uses do not adversely impact the natural resources of the Project or listed wildlife populations of the Project, violate any rule adopted under Rule 39-17.005, F.A.C., and enhance the public recreational use of the Project.

(B) Administration Fees collected by Orange and Osceola pursuant to Section 1 of this Agreement shall only be used to finance the establishment and operation of a county wetland mitigation bank.

(C) To ensure that lands that have been obligated by GFC as mitigation for listed wildlife species and for which Upland Preservation Mitigation Fees have been collected are permanently protected as GFC Mitigation

Parks, conservation easements shall be granted to GFC by Orange or Osceola. Conservation easements conveyed to GFC shall be consistent with Section 704.06, Florida Statutes, and shall protect the ability of GFC to access and manage lands within the easement. ~~Within 90 days of the transfer of fee simple title of the Project to~~ Orange and Osceola shall convey a conservation easement for at least 100 acres of non-FCT uplands to GFC. Upon written notice from GFC that 90% of the previous contiguous easement has been obligated by GFC and for which Upland Preservation Mitigation Fees have been collected, subsequent conservation easements of at least 100 acres shall be granted by Osceola to GFC. When 90% of the last easement in Osceola is obligated by GFC, Orange shall grant conservation easements in the same manner as described above until all non-FCT uplands have been obligated by GFC and for which Upland Preservation Mitigation Fees have been collected.

J.A.S.
Prior to GFC directing payments to Orange or Osceola,
③

J.A.S.
③

3. MITIGATION ADMINISTRATION. Mitigation credits shall be administered by each of the parties as follows:

(A) The Project contains approximately 1,100 acres of upland preservation mitigation credits. Upland Preservation Mitigation Fees for wildlife mitigation shall be administered by the GFC. No more than approximately 1,100 upland acres, pending completion of the final boundary survey for the Project, shall be made available for listed wildlife mitigation credits. Orange and Osceola can sell Upland Preservation Mitigation credits as long as the GFC Management Fee is assessed. No permits shall be validated by GFC until payment of the Upland Preservation Mitigation Fee and Management Fees have been made in accordance with Section 1 of this agreement. Orange and Osceola shall consider validation of a permit by the GFC for mitigation satisfied by using the Project and payment of the Upland Preservation Mitigation Fee and Management Fees in accordance with Section 1 as satisfying their respective local ordinances regarding said species.

(B) Upland Preservation, Wetland Restoration/Creation and/or Wetland Preservation Mitigation Fees for wetland impacts that are satisfied by using the Project shall be administered by Orange and Osceola according to the following ratios:

- (1) For wetlands that are hydrologically connected to natural surface water or isolated wetlands greater than or equal to 40.0 acres, the mitigation ratio shall be 5.0 acres of mitigation to 1.0 acre of impact.

- (2) For isolated wetlands less than 40.0 acres but greater than or equal to 5.0 acres shall be as follows:
 - (a) for non-forested wetlands, the mitigation ratio is 1.5 acres of mitigation for 1.0 acre of impact;
 - (b) for cypress dominated forested wetlands, the mitigation ratio is 2.0 acres of mitigation for 1.0 acre of impact;
 - (c) for non-cypress dominated forested wetlands, the mitigation ratio is 2.5 acres of mitigation for 1.0 acre of impact.
- (3) For isolated wetlands less than 5.0 acres, the mitigation ratio is 1.0 acre of mitigation for 1.0 acre of impact.
- (4) The above shall apply unless these ratios are modified by a mitigation bank permit issued to Orange and/or Osceola by the South Florida Water Management District, Florida Department of Environmental Regulation, and the Army Corps of Engineers. In such case, mitigation ratios, success criteria and the operation procedures shall be established in accordance with said permit.

No permits or mitigation permits shall be issued by Orange or Osceola until payment of the Upland, Wetland Restoration/Creation or Wetland Preservation Mitigation Fees, Management and Administration Fees have been made in accordance with Section 1 of this agreement.

(C) Mitigation credits for wildlife or wetlands shall be available to any property owner or developer in need of environmental mitigation without respect to political jurisdiction within the East Central Florida Regional Planning Council boundary. Payments shall be made in accordance with Section 1 of this Agreement.

(D) If Orange or Osceola wish to reserve Wetland Restoration/Creation or Wetland Preservation Mitigation Fees for their exclusive use and discretion in awarding credits, then the party desirous of reserving the credits shall provide written notice via certified mail to the other parties of said intent. The notice shall include the amount of credits reserved and indicate the period of time of reservation. In no case shall the reservation exceed three (3) years or reserve wetland credits outside the party's respective political jurisdiction. If Orange or Osceola desire to extend the reservation beyond the initial three (3) year period,

then the Wetland Restoration/Creation or Wetland Preservation Mitigation Fee, Management and Administration Fee for each reserved credit becomes immediately payable in full in accordance with Section 1 of this agreement.

4. **COMPREHENSIVE PLAN AMENDMENTS.** As required by the Conceptual Approval Agreement and after fee simple title for the Project has been transferred to Orange and Osceola, Orange and Osceola shall amend their respective future land use maps at the next available amendment cycle such that the Project is assigned to a category dedicated to open space, conservation, or outdoor recreation uses as appropriate.
5. **ANNUAL REPORTS.** Orange, Osceola and GFC agree to jointly prepare and submit the annual report to FCT as required by the Conceptual Approval Agreement.
6. **MODIFICATION OF AGREEMENT.** This agreement may be modified to resolve any conflicts or unforeseen circumstances that may arise during the establishment, administration or completion of the Project. Modification of this agreement shall require approval by all parties to this agreement and FCT.
7. **TERMINATION OF AGREEMENT.** This Agreement shall automatically terminate upon the failure to acquire the Project in accordance with the provisions of the Conceptual Approval Agreement.
8. **SEVERABILITY.** If any provision of this Interagency Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.
9. **EFFECTIVE DATE.** This Agreement shall take effect on the later of the dates stated below after each party has approved it.

10. The GFC's obligation under this agreement is subject to legislative appropriation and compliance with laws governing state trust funds

OSCEOLA COUNTY, FLORIDA

By: [Signature]
Chairman, Osceola County
Commission

~~Accepted as to Legal Form
and Sufficiency:~~

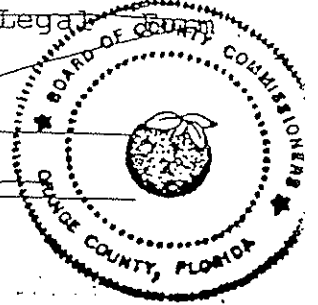
~~Date: _____~~

ORANGE COUNTY, FLORIDA

By: [Signature] *for* Jean C. Bennett County Administrator
Orange County Chairman

~~Accepted as to Legal
and Sufficiency:~~

~~Date: _____~~



FLORIDA GAME AND FRESH
WATER FISH COMMISSION

By: [Signature]
Executive Director, Florida Game and
Fresh Water Fish Commission

Accepted as to Legal Form
and Sufficiency:

[Signature]

Date: 2/22/94

RECEIVED
OFFICE OF COUNTY ATTORNEY
APPROVED AS TO FORM

2-8 1994

[Signature]
PAUL H. CHIFFOK
ASSISTANT COUNTY ATTORNEY

FOR THE USE AND RELIANCE OF
OSCEOLA COUNTY ONLY
APPROVED AS TO FORM

2-15, 1994

[Signature]
NEAL D. BOWEN
Osceola County Attorney

BEFORE ME this day personally appeared Jean C. Bennett County Administrator to me known to be the Orange County Chairman who acknowledged that she executed the foregoing on behalf of Orange County, Florida, this 16th day of February 1997.4



TRISHA M. GRENNELL
MY COMMISSION # CC316626 EXPIRES
September 16, 1997
BONDED THRU TROY FAY INSURANCE, INC.

Trisha M. Grennell
Notary Public

My Commission Expires: September 16, 1997

BEFORE ME this day personally appeared Charles Owen to me known to be the Osceola County Chairman who acknowledged that he executed the foregoing on behalf of Osceola County, Florida, this 15th day of February 1997.4

Beverly G. Downing
Notary Public

My Commission Expires:

BEVERLY G. DOWNING
Notary Public, State of Florida
My Commission Expires June 26, 1998
Commission #CC011804

BEFORE ME this day personally appeared Allan J. Egbert to me known to be the Florida Game and Fresh Water Fish Commission Executive Director who acknowledged that he executed the foregoing on behalf of the Florida Game and Freshwater Fish Commission, Florida, this 23rd day of

February 1997.
4

Rosemary Mara
Notary Public

My Commission Expires:



ROSEMARY MARA
MY COMMISSION # CC 153102 EXPIRES
October 20, 1995
BONDED THRU TROY FAY INSURANCE, INC.

EXHIBIT A

SPLIT OAK FOREST MITIGATION PARK
LEGAL DESCRIPTION

Orange County portion

All of the South 1/2 of Section 27, Township 24 South, Range 31 East less that portion thereof lying below the Meander Line of Lake Hart established by U.S. Government Survey, Orange County, Florida.

All of Section 34, Township 24 South, Range 31 East.

The West 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 24 South, Range 31 East.

And also, all property, if any, located in South 1/2 of Section 27, Township 24 South, Range 31 East lying lakeward of the U.S. Government Survey Meander Line for Lake Hart. Any such property rights shall remain and be appurtenant to the legal title to the real property lying contiguous to such lakeward property.

All of the above located in Orange County, Florida.

Osceola County portion

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 in Section 3, Township 25 South, Range 31 East according to the NEW AND CORRECTED MAP OF NARCOOSSEE, as filed and recorded in the Office of the Clerk of the Circuit Court of Osceola County, Florida in Plat Book 1, Pages 73 and 74, Public Records of Osceola County, Florida; Together with all land adjoining the above described lots formerly shown as roads on said NEW AND CORRECTED MAP OF NARCOOSSEE which have heretofore been vacated, abandoned, closed and discontinued as public roads, all in Osceola County, Florida.

All of the above located in Osceola County, Florida.