

Suwannee River Water Management District

Governing Board Materials

## Supplemental

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Assistant Executive Director

Executive Director

MEMORANDUM

TO: Governing Board  
FROM: Charlie Houder, Assistant Executive Director  
DATE: January 7, 2011  
RE: Agreement for the Management and Operations of the R. O. Ranch  
Equestrian Park

RECOMMENDATION

## Staff recommends approval and execution of the Agreement for Management and Operations of the R. O. Ranch Equestrian Park

BACKGROUND

In October, at the advice of Board Counsel, the R. O. Ranch, Inc. Board of Directors and the District Governing Board each agreed to terminate the Agreement for Management and Operations. The issue at hand was the difficulty in finding adequate liability insurance as required under the agreement and the resulting exposure of R. O. Ranch, Inc. assets.

Brian Lewis of Lewis Insurance Agency in Lake City assisted staff in making several applications and obtaining a quote from Tudor Insurance Company in association with the North American Horsemen's Association. However, this policy contained provisions that were unacceptable to the R. O. Ranch Board of Directors.

On December 17, 2010, Brad Groom with Erwin Insurance Agency obtained two quotes that seem to meet the requirements of the R. O. Ranch Board. This information was reviewed by the Directors at their January 6 meeting and the policy from Burlington Insurance Company was selected subject to final review by the attorney.

With this hurdle crossed, the consensus of the R. O. Ranch Board is that they are ready to re-enter a management agreement with the Governing Board. Since two members were absent from the meeting, no vote was taken on this matter. Staff recommends that the Governing Board approve the revised Agreement for Management and Operations which will then be presented to the R. O. Ranch Board at its February meeting.

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**AGREEMENT FOR THE MANAGEMENT AND OPERATIONS  
OF THE R.O. RANCH**

This Agreement for the Management and Operations Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”) by and between **Suwannee River Water Management District** whose address is **9225 CR 49, Live Oak, FL 32060**, hereinafter referred to as the “District” and **R.O. Ranch, Inc.**, a Florida non-profit corporation whose address is **696 SE CR 357, Mayo, FL 32066** hereinafter referred to as “R.O. Ranch.”

**RECITALS**

**WHEREAS**, the Property in Lafayette County, Florida known as the R.O. Ranch consisting of approximately 1,140 acres more particularly described in Schedule A attached hereto (the “Property”) was acquired by the District in 2006; and

**WHEREAS**, the Property was acquired by the District to protect water resources in the upper Steinhatchee River basin; and

**WHEREAS**, the District has determined that it is an appropriate compatible use of the Property to provide lands to accommodate recreation, including an equestrian oriented park and campground together with other facilities for public and private use for private and public events and functions such as meetings, concerts, reunions, community events, etc.; and

**WHEREAS**, R.O. Ranch is an instrumentality or agency of the State due to its relationship with the District (See Section 768.28(2), Fla. Stat.); and

**WHEREAS**, the Parties agree that it is in the interest of the public that each participate in the management of R.O. Ranch; and

**WHEREAS**, the District and R.O. Ranch decided that R.O. Ranch be the lead managing agency for the Property; and

**WHEREAS**, the District desires to grant to R.O. Ranch the authority to enter in contracts and other agreements to carry out its duties and obligations of this Agreement; and

**WHEREAS**, the District, in addition to the Property, initially is going to furnish certain equipment and staffing to assist in the operation in accordance to the Management Plan; and

**WHEREAS**, the parties have agreed on its source of funding for its operation of the R.O. Ranch; and

**WHEREAS**, the District and R.O. Ranch are entering into this Agreement to delineate each parties respective responsibilities as to the Property and the Management.

**NOW THEREFORE**, in consideration of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

**A. AUTHORIZED USES:** The uses provided in this Agreement authorize R.O. Ranch to perform under the Management Agreement. The Authorized Uses will, at minimum, always include recreation, resource protection, public access, and land use monitored as set forth in the approved Management Plan.

**B. FACILITIES:** “Facilities” include the Property, structures and improvements to the Property, equestrian oriented parks and trails, campgrounds and other recreational facilities.

**C. ANNUAL WORK PLAN:** The “Annual Work Plan” is a plan prepared by the R.O. Ranch and approved by the District on an annual basis detailing the maintenance and improvements the R.O. Ranch shall make on the Property in the following year. The Annual Work Plan will be in conformity with the Management Plan.

**D. MANAGEMENT PLAN:** The “Management Plan” is the five (5) year plan for all proposed uses, management and maintenance activities on the Property including, at a minimum and without limitation, recreational, security measures, construction of facilities or other improvements and public access for the opportunities as described herein.

**E. RECREATION USES:** “Recreation Use” means activities that include, but that are not limited to, equestrian riding, shows, trails and harboring of horses, campgrounds, camping facilities, use of the facilities for private and public functions such as meetings, weddings, reunions, concerts, events and other such functions.

**F. SPECIAL USES:** A “Special Use” is a use of the Property other than as provided herein or in the Management Plan and may be authorized pursuant to this Agreement in accordance with the Rules of the District.

**2. TERM AND RENEWAL**

The term of this Agreement is for a period of ten (10) years from the Effective Date of this Agreement (“Initial Term). Upon expiration of the Initial Term, the District and R.O. Ranch by mutual consent will have the right to renew the term of this Agreement for an additional ten (10) years.

**3. MANAGEMENT PLAN AND ANNUAL WORK PLAN**

**A. MAINTENANCE:** R.O. Ranch will manage the Property in a manner that is consistent with the Management Plan and any Annual Work Plan which will in general terms include providing security to the Property, providing maintenance and upkeep for facilities and improvements and managing authorized Recreational Uses on the Property (“Maintenance and Improvements). However, in no event

will R.O. Ranch be required to, nor shall it, expend funds that are significantly in excess of or not reasonably expected amounts budgeted for such Maintenance and Improvements.

**B. APPROVAL OF MANAGEMENT PLAN:** Within six (6) months of the Effective Date of this Agreement, R.O. Ranch will provide the District for its review and approval a Management Plan that describes the overall essential site management that the Authority will implement during the term of this Agreement. The Management Plan will be written in accordance with the District's procedures.

**C. REVIEW AND PROCESS FOR MANAGEMENT PLAN:**

*i. COMMENT PERIOD:* The parties will engage in the following review process for the Management Plan.

1. Within ninety (90) days from the District's receipt of the Management Plan ("Comment Period"), the District will provide its comments and recommendations to R.O. Ranch ("Comments"). If the District provides Comments, R.O. Ranch will respond to the District within thirty (30) days from the receipt of the Comments in the following manner:

- a. Prepare and provide the District with a revised Management Plan that incorporates the Comments; or
- b. Respond to the District as to why it is not feasible to revise the Management Plan to address the Comments; or
- c. Request the District grant additional time to complete the necessary research to respond to the Comments or
- d. Meet with the District staff to resolve the issues presented in the Comments.

*ii. APPROVAL ASSUMED:* If the District fails to provide Comments within the Comment Period the Management Plan will be deemed accepted.

*iii. CONSENTS AND COOPERATION:* The District, as the underlying fee owner of the Property, hereby agrees to cooperate and assist R.O. Ranch in obtaining any permits, licenses, financial grants, consents, approvals or any other similar applications, requests or approvals that are reflected in, required by, or conform to any activities referenced or implied by the Management Plan.

**D. SUBMISSION OF ANNUAL WORK PLAN AND ANNUAL WORK REPORT**

*i. ANNUAL WORK PLAN:* In order to budget and implement the Management Plan, except for the year 2010, R.O. Ranch will provide to

the District in the month of June of each year, commencing the year following the Effective Date of this Agreement, a draft annual work plan (“Annual Work Plan”). In 2010, the draft Annual Work Plan will be submitted prior to the September District Board Meeting. The Annual Work Plan will provide a brief description of the scheduled management activities, maintenance and improvements that R.O. Ranch plans to provide on the Property beginning in the following fiscal year (October 1 – September 31) in order to implement the requirements of the Management Plan.

ii. R.O. Ranch will submit an annual budget as part of its Annual Work Plan to the District. R.O. Ranch will specifically include the proposed fee schedule and the summary of the insurance policies in its submittal to the District. The District will consider approval of the proposed budget and fees no later than its meeting in September.

1. **COMMENT PERIOD**: The parties agree to the following review process for the Annual Work Plan.

a. Within thirty (30) days from the District’s receipt of the Annual Work Plan (“Comment Period”), the District will provide its comments and recommendations to the R.O. Ranch (“Comments”). If the District provides Comments, R.O. Ranch will respond to the District within thirty (30) days from receipt of the Comments (“Comment Deadline”) in the following manner:

- i. Prepare and provide the District with a revised Annual Work Plan that incorporates the Comments; or
- ii. Respond to the District as to why it is not feasible to revise the Annual Plan to address the Comments; or
- iii. Request the District grant additional time to complete the necessary research to respond to the Comments; or
- iv. Meet with the District staff to resolve the issues presented in the Comments.

2. **APPROVAL ASSUMED**: Should the District fail to provide Comments within the Comment Deadline the Annual Work Plan will be deemed accepted.

iv. **ANNUAL WORK REPORT**: On or about November 1<sup>st</sup> of each year, commencing the year following the Effective Date of this Agreement, R.O. Ranch will submit to the District a report describing the maintenance and improvements made to the Property during the prior twelve (12) month period.

**E. INSPECTION OF WORK PROGRESS:** Commencing in December of the year following the Effective Date of this Agreement, and each December or January thereafter during the term of this Agreement, the District and R.O. Ranch together may inspect the Property to determine if activities and ongoing maintenance are adequately and correctly implementing the work described in the Management Plan and the previous Annual Work Plan and Annual Work Report. The District may otherwise inspect the Property at any reasonable time upon prior notice to R.O. Ranch to determine conformance with the Annual Work Plan and Management Plan.

**4. OPERATION AND MAINTENANCE OF THE PROPERTY AND FACILITIES**

**A. SPECIAL USE:** R.O. Ranch may authorize and coordinate the implementation of and terms for any Special Use of the Property upon notification to and subsequent written approval by the District. Such Special Use shall not materially interfere with the District's right as fee owner of the Property. The District at its own discretion may authorize and coordinate the implementation of and terms for any Special Use of the Property upon notification to R.O. Ranch. Notwithstanding the foregoing, the District will not implement or authorize implementation of a Special Use on the Property that is inconsistent with or which will or may materially interfere with R.O. Ranch's rights as set forth herein. Further, regardless of R.O. Ranch's or the District's implementation of a Special Use, the party which implements the Special Use will pay, or be responsible, for all costs and expenses related to such Special Use.

**B. RECREATIONAL FACILITIES:** It is expressly understood that the main use of the Property will be for Recreational Use. The Management Plan and Annual Work Plan will delineate R.O. Ranch's obligations to operate and maintain facilities supporting Recreational Uses.

**C. BEST MANAGEMENT PRACTICES:** R.O. Ranch will implement applicable Best Management Practices for all activities conducted under this Agreement in compliance with the Florida Administrative Code.

**D. CONTRACTS:** R.O. Ranch hereby is specifically granted the authority to enter into contracts, leases and other agreements to carry out and to complete duties and obligations of the Management Plan and Annual Work Plan.

**5. CAPITAL IMPROVEMENTS**

**A.** R.O. Ranch will have the use and control of all structures and improvements on the Property, except as may be herein reserved by the District.

**B.** R.O. Ranch will provide regular maintenance to keep all structures, improvements and equipment in a clean, safe and usable condition in which may be reasonably expected to maximize the useful life.

- C.** At present, the R.O. Ranch improvements include the Visitor Center, the Panther Jim's Lodge, Morgan Field Station, the campground, roads, trails, pastures, fences and the operations area ("The Hangar"). The District reserves the use of two offices in the Morgan Field Station for District staff and, in addition the District staff will have use of all the common areas in the building.
- D.** The District and R.O. Ranch will share the use of The Hangar for storage, work shop and office space as needed for the District field supervisor and any inmate crews which may be utilized.
- E.** Upon a notice of not less than two (2) weeks, the District may use any of the other facilities at no charge in so long as such use does not interfere with the existing commitments and other use planned by R.O. Ranch. The District will be responsible for cleanup of the facilities after its use.
- F.** Other than as herein specifically set forth or as may be agreed upon by the District, the District acknowledges that R.O. Ranch is not authorized nor required to construct any Facilities on the Property. R.O. Ranch may only construct new Facilities on the Property upon written approval of the District.
- G.** The District shall maintain property fire and extended coverage insurance in accordance with the District's policies and procedures and will be responsible for work on the roof of the buildings and structural repairs. The cost of the insurance will be itemized in the budget. All internal repairs and other repairs will be the responsibility of R.O. Ranch.
- H.** All Capital Improvements will become the property of the District regardless of the source of the funds.
- I.** To assist R.O. Ranch with the commencement of operations, the District will for one time only furnish, under terms and conditions determined by the District, the use of two (2) trucks titled in the name of the District for use by R.O. Ranch. In addition, the District will furnish to R.O. Ranch a Massey-Ferguson tractor together with implements and an ATV for use by R.O. Ranch.
- J.** R.O. Ranch will be responsible for the fuel and maintenance of the trucks, tractor with implements and ATV.
- K.** The District will transfer all of its ownership rights in the livestock, wagons and other equipment, other than set forth above, to R.O. Ranch.
- L.** The assets turned over by the District to R.O. Ranch hereunder except for the livestock, wagons and other equipment of which the ownership is transferred shall be returned to the District at the end of the useful life for disposal by the District. Thereafter, R.O. Ranch will have to supply its own equipment as the District is not obligated to furnish the same.

- M.** The District will provide furniture and fixtures for the Visitor Center, Panther Jim's Lodge, the bath house and campgrounds sufficient for the intended use by visitors and guests. R.O. Ranch will maintain the furniture and fixtures and will provide replacements as needed.
- N.** The District will provide computers, including software and telephones as needed for the operation of the facility. R.O. Ranch will maintain the equipment, pay any connection and usage fee at the initial set-up and will return to the District at the end of its useful life. R.O. Ranch will provide replacements for such equipment at the end of its useful life

## **6. STAFFING**

- A.** The District will provide a Business Resource Specialist for thirty (30) hours per week to provide clerical services such as receptionist, management, reservations and assistant. The Business Resource Specialist will only be furnished through September 30, 2012.
- B.** The District will provide the services of a Field Supervisor for twenty (20) hours per week to supervise the operations and the services from the inmate crew from the Mayo Correctional Institution which also will be provided subject to availability. The Field Supervisor will only be furnished through September 30, 2012.
- C.** A Facility Director will be furnished by the District to manage all construction projects on R.O. Ranch until the current phase of construction development is completed. Through at least September 30, 2011, the Facility Director will be available as needed to assist R.O. Ranch in operation maintenance of the facility, however, the Facility Director will not organize and manage events.
- D.** After the dates set forth above for the Business Resource Specialist, Field Supervisor and Facility Director, the District may assign individuals to R.O. Ranch at its discretion, and by accepting the same, R.O. Ranch will reimburse the District for the cost of its services.
- E.** R.O. Ranch will hire and contract for personnel necessary to operate and maintain the facility in such a way as to protect the District's investment in the real and personal property and to offer a high quality recreational experience to the public. Upon phase out of the District staff as outlined above, R.O. Ranch will be responsible for the cost of all personnel.

## **7. USE OF THE PROPERTY**

- A.** R.O. Ranch will operate the property in accordance to Section 373.1391 F.S. and Chapter 40B-9 FAC.
- B.** The Property may be managed as an equestrian oriented park and campground, but other compatible resource based recreational activities will be permitted.

- C. The Property will be used by private groups for weddings, reunions or recreational purposes. The Panther Jim's Lodge may be rented for vacation lodging and used for functions similar to the Visitor Center.
- D. R.O. Ranch shall set reasonable policies and guidelines, including fee schedules, as approved by the District, for the use of the Property and Facilities so long as they meet all applicable laws and rules and are consistent with the Recreation Uses and Special Uses.
- E. All uses will be conducted and managed in a way that protects the environmental resources on the Property and does not permanently degrade the property.
- F. R.O. Ranch's visitors and activities may use adjacent District lands in accordance with applicable rules set forth by the District and as such lands are made available by the District.

## **8. MANAGEMENT AND MAINTENANCE**

- A. R.O. Ranch will be responsible for all recreational uses on the Property and the maintenance of all Facilities that support those activities.
- B. The District will provide resource management on the Property including timber management, fire line maintenance, prescribed burning and exotic species control. The District will submit a plan for any such activities to R.O. Ranch and will coordinate with R.O. Ranch to ensure that the management activities do not unnecessarily interfere with the recreational activities on the Property. The District will assist in the maintenance of public use roads on the Property.
- C. The District and R.O. Ranch will coordinate and agree on the placement and maintenance of trails on adjacent District lands.

## **9. ENVIRONMENTAL MANAGEMENT**

- A. R.O. Ranch shall maintain the roads, trails and storm water management system in accordance with existing permits in such a way as to protect water resources.
- B. R.O. Ranch shall maintain and operate all waste management systems including the two RV dump stations, septic tanks and any manure disposal systems in accordance with the existing permits in such a way as to protect surface water and ground water quality.
- C. The management of all livestock on the Property will prevent negative environmental impacts in the accordance with the best management practices and not exceed the carrying capacity of the site.

- D. R.O. Ranch will minimize the use of fertilizers on pastures and elsewhere and will manage any application of fertilizer to ensure that there are no negative impacts as to surface and ground water. R.O. Ranch will minimize the use of hazardous materials and will ensure that any uses of hazardous materials are in accordance with applicable laws and regulations. The users of such materials must be adequately trained and certified in their use. The disposal of any hazardous materials must not pose a threat to human health or the environment.
- E. R.O. Ranch will be responsible for all maintenance, testing and reporting required in order to provide a public water supply. R.O. Ranch will employ equipment and practices that make the most efficient use of water practical.

## **10. FUNDING**

- A. The proceeds from the purchase of real property interests from R.O. Ranch by the District (“R.O. Ranch Fund”) will continue to be held by the District and will accumulate. That Fund will continue to accumulate interest and other income.
- B. To the extent possible, R.O. Ranch will cover its expense through revenues from its operation. If there is a shortfall, R.O. Ranch may request funding from the District which will first come from the accumulated interest from the R.O. Ranch Fund and then from the principal of the R.O. Ranch Fund or such other funds as the District may approve.
- C. R.O. Ranch may request a transfer of funds from the District in order to meet anticipated obligations consistent with the Annual Work Plan approved by the District. Such transfer will be made on a schedule or, if not on a schedule, pursuant to the submission of a written request which must be approved by the Executive Director of the District.
- D. R.O. Ranch will maintain its own bank accounts for checking and savings together with its own books. R.O. Ranch will institute financial controls necessary to ensure that all funds are handled properly for which they must be fully accounted. A report of all income and expense will be submitted to the District not less frequently than monthly.
- E. R.O. Ranch will cause an audit of its books to be made annually at the expense of R.O. Ranch and upon completion of the audit, will submit the same to the District within 90 days of the end of R.O. Ranch’s fiscal year. R.O. Ranch is responsible for the preparation and submission of tax returns, corporate filings, licenses and the like.
- F. Subject to the other provisions of this Agreement, R.O. Ranch may keep and utilize any funds that it generates through its activities or use of the facilities as well as any grants or contributions if received, which income will be used for budgeted expenses except for grants or contributions which will be used to meet the requirements of the grant or contributions. R.O. Ranch will not engage in any activity or practice that will jeopardize its status as a tax-exempt non-profit corporation. Revenues from District

resource management activities, such as timber sales, will inure to the benefit of the District.

## **11. LIABILITY**

R.O. Ranch will take responsible steps to minimize its liability, including adopting policies and procedures to protect public safety and posting of statutorily required notices.

## **12. HOUSE**

On July 26, 2006, Frank E. Schulte and his wife, Olive J. Schulte conveyed to The Schulte Charitable Remainder Unitrust the lands (“House”) described in Schedule B attached hereto and reserved a life estate in and to its said Grantors. Subsequent to that date through Mense conveyances the House, subject to the Life Estate, was conveyed to the District. Olive J. Schulte has since passed and upon the demise of Frank E. Schulte, the House shall belong to the District free of the Life Estate. The House shall automatically be part of the Property subject to the use by the family of Frank E. Schulte to make final arrangements, and to preserve the personal property of the deceased, Frank E. Schulte.

## **13. DISCRIMINATION**

R.O. Ranch will not discriminate against any individual because of that individual’s race, color, religion, sex, national origin, age, handicaps or marital status with respect to any activity occurring or conducted on the Property.

## **14. UNAUTHORIZED USES**

R.O. Ranch will through its agents and employees, use its reasonable efforts to prevent the unauthorized use of the Property or any use thereof not in conformance with this Agreement.

## **15. ALCOHOL**

The possession, consumption or other use of any alcoholic beverage, intoxicants and unlawful drug or substance by anyone within or on the Property is prohibited except where the use and possession of alcohol is specifically authorized at the Visitor Center for private groups for weddings, reunions, concerts, community events and similar functions and where Panther Jim’s Lodge is rented for vacation lodging for the same uses as the Visitor Center.

## **16. FIREARMS**

The use of firearms, archery equipment, animal traps or other similar devices on District lands is prohibited unless specifically authorized for:

- (a) Hunting activities as authorized under paragraph 40B-9.131(3)(j), F.A.C., above;

- (b) District initiated land management activities; or
- (c) A use specifically authorized by the District through a Special Use Authorization issued under Rule 40B-9.1411, F.A.C.

## **17. HUNTING**

Hunting and trapping of wildlife on the Property is prohibited unless it is necessary in connection with exotics and nuisance control or as an authorized hunt. All hunts must be approved by the District and R.O. Ranch.

## **18. ASSIGNMENT**

Neither party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party. In the event of any purported assignment of rights in violation of this section, the parties agree that this Agreement shall terminate and is void.

## **19. ARCHAEOLOGICAL AND HISTORICAL SITES**

Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of the archaeological and historic sites on the Property is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. R.O. Ranch will make all reasonable efforts to ensure that adequate measures have been planned to locate, identify and protect and preserve the archaeological and historical sites and properties on the Property.

## **20. TAXES AND ASSESSMENTS**

If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the Property or the personal property based on R.O. Ranch's use thereof during the term of this Agreement R.O. Ranch will pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event R.O. Ranch fails to pay all the taxes assessed or levied on the Property or the Facilities within thirty (30) days after receiving notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorneys fees. Failure of R.O. Ranch to pay said taxes will constitute a material breach of this Agreement

## **21. FEES**

- A. **USER FEES:** R.O. Ranch may charge an entrance or user fee to the visitors and users of the Property and Facilities after receiving prior written approval from Districts. Any such fees charged by R.O. Ranch will be used for the sole purpose

of R.O. Ranch for the actual and budgeted expenses incurred or to be incurred in the operation, maintenance and security of the Property and Facilities.

- B. OTHER REVENUES:** R.O. Ranch may explore other revenue-producing initiatives that are compatible with the purposes for which the Property was acquired and compatible with Florida Statutes after obtaining written approval from the District. Any revenue that is generated by R.O. Ranch under these conditions will be applied to management and operation costs of the Property and the Facilities.

## **22. TERMINATION AND DEFAULT**

- A.** The District at its sole discretion may terminate this Agreement at any time upon a ninety (90) day written notice to R.O. Ranch.
- B.** In the Event of Default, the District may serve to R.O. Ranch notice and failing of which to comply with the terms hereof, the District may terminate this Agreement.
- C. DEFAULT:** The District may terminate this Agreement as set forth below upon the following events of default (“Events of Default”):
1. R.O. Ranch fails to submit a Management Plan or Annual Work Plan in accordance with the terms of this Agreement; or
  2. R.O. Ranch intentionally destroys or degrades the natural systems, or rare or endangered habitats that are targeted for preservation, except as provided in any Management Plan or Annual Work Plan; or
  3. The Authority intentionally violates any Federal, State or local laws, rules, regulations or ordinances relating to the Property; or
  4. R.O. Ranch causes the Property to be contaminated with Hazardous Wastes or other pollutants; or
  5. R.O. Ranch fails to comply with the other terms of this Agreement.

In the event of a Default, the District will notify R.O. Ranch in writing as to the nature of the default (“Notice of Default”). R.O. Ranch will have thirty (30) days from the date of receipt of the Notice of Default to cure said default or, if the default cannot be cured within the said thirty days, commence a cure of the default and diligently pursue same until completion.

- 23. NO REGULATORY AUTHORITY GRANTED** This Agreement will not be construed to grant any permits or regulatory authority as to any uses or activity upon the Property.

**24. LIABILITY** Nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

**25. RECORDING** This Agreement may not be recorded.

**Notices** Any and all notices, requests or other communications hereunder will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To R.O. Ranch:           R.O. Ranch, Inc.  
                                  c/o Chairman of the Board of Directors  
                                  696 SE CR 357  
                                  Mayo, FL 32066

To the District:           Suwannee River Water Management District  
                                  c/o Chairman of the Governing Board  
                                  9225 CR 49  
                                  Live Oak, FL 32060

**26. GOVERNING LAW** This Agreement will be construed and enforced in accordance with the laws of the State of Florida and in any action, venue shall lie in Suwannee County, Florida.

**27. BINDING EFFECT** This Agreement will be binding upon and injure to the benefit of the parties hereto, and their representatives, successors and assigns.

**28. AMENDMENTS** This Agreement may be amended in writing by mutual consent of the District and R.O. Ranch.

**[SIGNATURE PAGE TO FOLLOW]**

Signed, sealed, and delivered  
in the presence of:

**SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT**

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

By: \_\_\_\_\_  
Don Quincey, Jr., Chairman of  
the Governing Board

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

**ATTEST:**  
  
By: \_\_\_\_\_  
Carl Meece  
Secretary/Treasurer

**R.O. RANCH, INC.**

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

By: \_\_\_\_\_  
Heath Davis, Chairman of the  
Board of Directors

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Witness Printed Name

**ATTEST:**  
  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA  
COUNTY OF SUWANNEE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Don Quincey, Jr., as Chairman and Carl Meece, as Secretary/Treasurer, of the Governing Board of the Suwannee River Water Management District, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who are personally known to me.

*(Notary Seal)*

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Heath Davis, as Chairman of the Board of Directors, and \_\_\_\_\_, as \_\_\_\_\_, of R.O. Ranch, Inc., a Florida Non-Profit corporation, on behalf of the corporation, who are personally known to me.

*(Notary Seal)*

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of Florida  
My Commission Expires: \_\_\_\_\_

MEMORANDUM

TO: Governing Board  
FROM: David Still, Executive Director  
DATE: January 13, 2011  
RE: Governing Board Counsel

RECOMMENDATION

The Governing Board Legal Services Committee recommends the Governing Board:

1. Authorize the Executive Director to directly solicit and engage legal services necessary to conduct the day-to-day operations of the District subject to existing policies and procedures for contractual services.
2. Request staff to prepare and advertise a request for proposals for the position of Governing Board Counsel.

BACKGROUND

A committee of the Board consisting of Don Quincey, Al Alexander, Jay Fraleigh, and Ray Curtis was constituted at the December 14<sup>th</sup> Governing Board meeting to begin a review of the position of Board Counsel. The Committee held its first meeting on January 5, 2011. It was the consensus of the committee that it would be in the best interest of the District to revise its practice regarding the procurement of legal services. The proposed action would set the stage for engagement of Counsel to solely represent the Governing Board while allowing staff to secure legal services from one or more firms as needed to carry out the day-to-day business of the District. The procurement of legal services by staff would be subject to the constraints of the adopted budget and existing contracting procedures.

CH