

**EXHIBIT J
INTERAGENCY AGREEMENT**

Wakulla County is getting the revised agreement signed and will submit it to FCT.

EXCLUSIVE AGENCY AGREEMENT

THIS exclusive agency agreement is dated May 19th, 2009 and is between WAKULLA COUNTY, FLORIDA, ("the County"), a political subdivision of the State of Florida, and FLORIDA FORESIGHT, INC., ("Florida Foresight"), a not-for profit corporation organized under the laws of Florida.

WHEREAS, the County, through a state grant funding program administered by the Florida Communities Trust, is in the process of acquiring approximately 5.61 acres of certain real property located in Panacea, Wakulla County, Florida, Section 24 Township 5S, Range 02W that is adjacent to Woolley Park located at 48 Mound Street, a legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein.

WHEREAS, upon FCT acquisition of said real property the property is subject to certain limitations provided in the FCT Declaration of Restrictive Covenants that will be recorded in the Public Records of Wakulla County (the "Declaration").

WHEREAS, as part and condition of the FCT funding, the County provided and FCT approved a Management Plan for the project site, and together with the Agreement, the terms of which are hereby incorporated herein by reference.

WHEREAS, the County intends that the conservation and recreation values of the Property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time only after review and approval by FCT.

WHEREAS, all activities by the County and Florida Foresight shall be consistent with the Declaration and the FCT approved Management Plan.

WHEREAS, the purpose of such a land acquisition is for the creation of the Big Bend Maritime Center, an educational and cultural community center focusing on local flora and fauna preservation, ecological sustainability, and maritime initiatives.

WHEREAS, special management conditions must be met and maintained in order for the County to qualify for grant funding for such land acquisition.

WHEREAS, Florida Foresight has advised the County that it has management experience and a desire to utilize such experience in managing the Big Bend Maritime Center for the County.

THEREFORE, in consideration of the promises and the mutual covenants set forth herein, ten dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged the parties agree as follows:

SECTION ONE: APPOINTMENT OF AGENT

- 1.1 The County hereby appoints and designates Florida Foresight as its agent in management of the Big Bend Maritime Center. Florida Foresight accepts this appointment, and agrees to perform in accordance herewith and with direction of County.

SECTION TWO: AGENT'S MANAGEMENT RESPONSIBILITIES

- 2.1 Florida Foresight shall be the exclusive agent of the County solely in relation to the management, development and operation of the Big Bend Maritime Center and the surrounding property. The relationship between the County and Florida Foresight shall not extend beyond this limited area and in no way authorizes Florida Foresight to convey, transfer or lease any interest that the County may have in Big Bend Maritime Center and the surrounding property, or any personal property thereon, or enter into any contract on behalf of the County, except as set forth herein.
- 2.2 As the County's exclusive agent in relation to the management, development and operation of the Big Bend Maritime Center and the surrounding property, Florida Foresight agrees that it shall be responsible for employing and coordinating staff and volunteers necessary for operations of the Big Bend Maritime Center; implementing fundraising events and activities for the benefit of the Big Bend Maritime Center; creating and effectuating educational and cultural events and activities at the Big Bend Maritime Center; and generally maintaining the Big Bend Maritime Center.
- 2.3 In addition to the above, Florida Foresight shall also be specifically responsible for conducting plant and animal surveys; identifying endangered, threatened or species of special concern and protecting same during construction of any development or operation of the Big Bend Maritime Center; establishing a final Resource Protection Plan containing management techniques for protecting and enhancing the natural communities; implementing a photo-monitoring program of selected natural communities on the property including all restoration areas; identifying and describing unique geological features on the property; coordinating with the FWCC Bureau of Invasive Plant Management to remove invasive exotic vegetation from the property and removing such vegetation with approval from the County and such Bureau; revegetating all areas impacted by exotic invasive vegetation; restoring uplands and wetlands as specified in any Master Site Plan; coordinating with the Division of Forestry, St. Marks National Wildlife Refuge, Bureau of State Lands and the County; developing a Feral Animal

Program; monitoring and protecting all endangered species, threatened species, species of concern as well as the overall natural communities on the property with the aid of the Florida Fish and Wildlife Conservation Commission, St. Marks National Wildlife Refuge, and other environmental organizations and agencies; creating and completing a Comprehensive Plant and Animal Survey of all species on the property and update same regularly; completing a cultural survey of the property prior to commencement of any development; implementing a Resource Protection Plan by seeking grant funding; providing educational opportunities for the general public; coordinating all activities relating to archaeological, cultural and historical resource protection with the Florida Department of State and in compliance with the Florida Statutes and Administrative Code; purchasing and maintaining an acknowledgment sign with the Florida Communities Trust logo as well as educational signs and kiosks for public benefit; coordinating and cooperating with Community Traffic Safety Team to seek funding for sidewalk and infrastructure on the property; establishing partnerships with area educational institutions to promote the Big Bend Maritime Center; operating and maintaining all museums and nature centers on the property; cooperating in acquiring permits as may be needed to develop the Big Bend Maritime Center and surrounding area; operating a gift shop at the Big Bend Maritime Center; maintaining the facilities at the Big Bend Maritime Center; hosting all festivals on the property; drafting a Management Plan acceptable to the County; meeting with the County annually to review plans for future maintenance, preservation and operation of the property; and preparing an Annual Stewardship Report for the County's approval and joint submission to required agencies as may be necessary.

SECTION 3:

REAL PROPERTY OWNERSHIP

- 3.1 The County shall retain title and all ownership rights to the 5.61 acres of certain real property located in Panacea, Wakulla County, Florida, Section 24 Township 5S, Range 02W that is adjacent to Woolley Park located at 48 Mound Street, a legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein. The County shall also be responsible for all utilities costs, maintenance and security associated with such property.

- 3.2 Nothing in this Agreement or any other contract or writing predating this Agreement shall be deemed to create, convey or vest any property interest to Florida Foresight in relation to the 5.61 acres of certain real property located in Panacea, Wakulla County, Florida, Section 24 Township 5S, Range 02W that is adjacent to Woolley Park located at 48 Mound Street, a legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein. Florida Foresight agrees that any and all improvements to

the property shall become property of the County upon expiration or termination of this Agreement.

SECTION 4: INSURANCE

- 4.1 The County shall acquire and maintain property insurance as may be required by law on the 5.61 acres of certain real property located in Panacea, Wakulla County, Florida, Section 24 Township 5S, Range 02W that is adjacent to Woolley Park located at 48 Mound Street, a legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein.
- 4.2 Florida Foresight shall acquire and maintain general liability and insurance. Florida Foresight shall also acquire and maintain directors and officers liability coverage in the amount of \$500,000.00.
- 4.3 Florida Foresight agrees to name the County as an additional insured and to provide the County with a Certificate of Insurance evidencing the coverage described herein.

SECTION 5: RECORDS AND REPORTING

- 5.1 Florida Foresight agrees to keep and maintain all books, accounts, and records created and utilized in its management and operational duties relative to the Big Bend Maritime Center and the surrounding area. Such books, accounts, and records shall be maintained at Florida Foresight's principal place of business in accordance with generally accepted recording practices and in accordance with Florida law.
- 5.2 Florida Foresight shall make all books, accounts, and records created and utilized in its management and operational duties relative to the Big Bend Maritime Center and the surrounding area available to the County for examination during normal business hours within five (5) days of receipt of written notice.
- 5.3 Florida Foresight acknowledges that all books, accounts, and records created and utilized in its management and operational duties relative to the Big Bend Maritime Center and the surrounding area are subject to Florida's public record requirements and agrees to make such records available, maintain such records, and destroy such records in accordance with such laws.
- 5.4 The County shall undertake or contract the undertaking of an annual audit of Florida Foresight's operation of the Big Bend Maritime Center and the surrounding area, its financial operations, and all receivables and

expenditures in relation thereto. Florida Foresight agrees to cooperate with such audit and make all necessary records available to the County to effectuate such audit.

SECTION 6: FUNDS

- 6.1 Florida Foresight shall provide the County with an annual budget outlining all expenses and projected income that are expected to be incurred or derived from the management, development and operation of the FCT funded Big Bend Maritime Center project site. Such budget shall be submitted the County for approval and implementation.
- 6.2 All funds raised on the Maritime Center properties from admissions, sales, income, and any other money received, derived, earned or given to Florida Foresight, by the Big Bend Maritime Center, or the County from the operation of the Big Bend Maritime Center and the surrounding areas or for the benefit or improvement of the FCT funded Big Bend Maritime Center project site shall be accounted for and placed in a segregated account with the Wakulla County Treasury for administration by the Wakulla County Clerk of Courts as set forth by Florida law. The monies placed in this segregated account must be utilized solely for the upkeep and maintenance of the Big Bend Maritime Center.
- 6.3 All Funds granted directly to and expended by Florida Foresight, Inc., that has Florida Foresight, Inc., and not the County as the Grantee, for the purposes of operation of the Big Bend maritime Center shall be subject to and be incorporated into the County's annual financial auditing process. The Board of Commissioners will be notified of the impending grant applications through the development plans submitted for Board review annually at a minimum. Anticipated grant applications not included in the annual development plan, and for which Florida Foresight, Inc. seeks to apply for the BBMC, must be brought before the Board prior to submission of any application. Section 6.2 applies for grants where the County is the grantee.
- 6.4 All funds and proceeds needed to organize, manage, and otherwise produce any festivals or events at the FCT funded Big Bend Maritime Center project site by Florida Foresight, Inc., may be maintained by Florida Foresight, Inc., for the duration of the planning and actual event. After such events, all proceeds of said festivals or events shall be accounted for and placed in a segregated account with the Wakulla County Treasury for administration by the Wakulla County Clerk of the Courts as set forth by Florida law accompanied by a detailed accounting of all revenue and expenditures. The monies placed in this segregated account must be utilized solely for the

upkeep and maintenance of the Big Bend Maritime Center. All of which will be included in and subject to the County's annual financial audit.

SECTION 7: TERM OF AGREEMENT

- 7.1 This Agreement shall commence on the day and year written notice above, and continue for five (5) years with the parties having the option to enter into a written agreement to extend for an additional five (5) year term upon such terms and conditions agreeable to the parties. This Agreement is not limited in how many extensions may be granted but each extension of this Agreement cannot exceed a term of five (5) years.

SECTION 8: TERMINATION OF AGREEMENT

- 8.1 In the event of a breach of this Agreement by either party, such breaching party shall have thirty (30) days from receipt of written notice of such breach in which to cure. If a breach is not cured after thirty (30) days from receipt of the notice of breach, the non-breaching party shall have the right to terminate this Agreement by providing written notice of termination to the other party.

SECTION 9: NOTICES

- 9.1 All notices, requests, demands or other communication must be delivered in writing, and shall be deemed to have been fully delivered to the other party if delivered in person, or two (2) days after being deposited in the United States Mail, postage prepaid, certified, with a return receipt requested.
- 9.2 Notices to the County shall be made to both:

Wakulla County Board of County Commissioners
attn: Chairman
3093 Crawfordville Hwy
Crawfordville, FL 32327

and

Wakulla County Board of County Commissioners
attn: County Administrator
3093 Crawfordville Hwy
Crawfordville, FL 32327

9.3 Notices to Florida Foresight shall be made to:

Florida Foresight, Inc.,
P.O. Box 896
Panacea, FL 32346

9.4 Notices to Florida Communities Trust shall be made to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

9.5 Either party may change the addresses at which it received written notices by notifying the other party in writing of such change of address.

SECTION 10: HOURS OF OPERATION

The proposed hours of operation of the Big Ben Maritime Center are:

9:00 a.m. to 5:00 p.m. Monday through Saturday
12:30 p.m. to 5:00 p.m. Sunday

Closed: Thanksgiving Day, Christmas Eve and Christmas Day, New Year's Day

SECTION 11: ASSIGNABILITY

11.1 Florida Foresight may not assign this Agreement without first acquiring the written consent of the County. In the event of any assignment, this Agreement shall be binding upon and inure to the benefit of any and all successors and assigns of the parties.

SECTION 12: SEVERABILITY

12.1 In the event that any provision, term or condition of this Agreement is not valid or enforceable for any reason under applicable law, the invalidity or unenforceability of such provision, term or condition shall not have any effect whatsoever on any other provision, term or condition of this agreement and this agreement shall remain in full force and effect as to all other provisions and shall be construed and interpreted as if the invalid or unenforceable provision, term or condition was not a part of this agreement.

SECTION 13: INTEGRATION

13.1 This Agreement embodies and contains the entire agreement by and between the parties and neither party is relying upon oral representations made by the other party except as set forth in this Agreement.

SECTION 14: MISCELLANEOUS

14.1 No amendment or waiver of any provision of this Agreement, nor consent to any departure of any provision by Florida Foresight therefrom, shall in any event be effective unless the same shall be in writing and signed by the County, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given.

14.2 Any amendments, modifications or waiver of any provision of this Agreement must be approved in writing by Florida Communities Trust before such amendment, modification or waiver is in effect.

14.3 No failure on the part of the County to exercise or any delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

14.4 This Agreement shall be construed in accordance with the Laws of the State of Florida.

14.5 In the event of litigation to enforce any term or provision of this Agreement or any rights herein, the parties consent and submit to the jurisdiction of the State Courts sitting in Wakulla County, Florida and covenant and agree that they shall not challenge the venue or jurisdiction of such Courts.

14.6 In the event of litigation to enforce any term or provision of this Agreement or any rights herein, the prevailing party of such legal proceeding shall be entitled to recovery of all expenses incurred, including costs and attorney's fees.

14.7 Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FLORIDA FORESIGHT, INC.,

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

BY: *Pam Portwood*
PAM PORTWOOD
PRESIDENT

BY: *Howard Kessler*
HONORABLE HOWARD KESSLER
CHAIRMAN

ATTEST:

BY: *Bill Lowrie*
BILL LOWRIE
EXECUTIVE DIRECTOR



BY: *Brent X. Thurmond, DC*
BRENT X. THURMOND, EX OFFICIO
CLERK TO THE BOARD

Reviewed and Approved by Florida
Communities Trust:

BY: *Ken Reecy*
Ken Reecy, Community Program Manager