

INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF HILLSBOROUGH, FLORIDA  
AND THE HILLSBOROUGH COUNTY AVIATION AUTHORITY

THIS AGREEMENT made in Tampa, Florida, on this the 6th day of August, 2025, by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", whose address is: P.O. Box 1110, Tampa, Florida, 33601 and the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, hereinafter referred to as "Authority" whose address is P.O. Box 22287, Tampa, Florida, 33622, WITNESSETH:

RECITALS:

WHEREAS, the Authority was heretofore duly created as a body corporate under the provisions of Chapter 23339, Laws of Florida, Acts of 1945, together with acts amendatory thereof and supplemental thereto, as codified and further amended and supplemented by Chapter 2022-252, Laws of Florida, 2022, hereinafter called the "Act", to have jurisdiction and control over all airports in the County of Hillsborough, whether owned by the County or any municipality in said County; and

WHEREAS, the Act does expressly authorize the County to enter into and execute agreements with the Authority in the manner provided herein; and

WHEREAS, it is the purpose and intent of this Agreement that County and Authority, in recognition of the Legislative Mandates assigned to them along with the necessity for cooperation and assistance between the two public bodies, each recognizing the duties and responsibilities of the other, implement this Agreement to better fulfill their duties and obligations and thus operate in such a manner that the public interests can best be advanced; and

WHEREAS, the Authority has embarked on a capital improvement project to reduce wildlife hazards within the limits of the Aircraft Operating Area at Tampa International Airport in compliance with the approved Federal Aviation Administration Wildlife Hazard Management Plan for Tampa International Airport dated June 2022; and

WHEREAS, the Authority, following all applicable state requirements endeavors to relocate all gopher tortoises found within the Tampa International Airport property.

NOW, THEREFORE, the parties acknowledge that the mutual covenants and promises contained herein and other good and valuable consideration are adequate and sufficient to support this Agreement, agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide for the relocation of gopher tortoises from Authority property to County property on a tract of land called Balm Scrub Preserve located in southeast Hillsborough County with the survey location described as Section 28, Township 31, Range 20, Parcel No. U-27-31-20-ZZZ-000003-18560.1. (hereinafter referred to as the "Long-Term Recipient Site").
2. **GOPHER TORTOISE LONG-TERM RECIPIENT SITE APPLICATION:** The Authority will conduct a gopher tortoise survey of the Long-Term Recipient Site to determine the necessary parameters of the site, gather all required documentation, and submit the permit application (hereinafter referred to as the "Permit") to the Florida Fish and Wildlife Conservation Commission. (hereinafter referred to as "FWC"). As part of the permit application requirements, the Authority will conduct a formal boundary survey to support a Conservation Easement of the Long-Term Recipient Site as generally outlined in Exhibit A.
3. **PREPARATION OF LONG-TERM RECIPIENT SITE:** Upon approval of the Permit from FWC, the Authority will install enclosures in accordance with FWC guidelines within the Long-Term Recipient Site prior to the relocation of gopher tortoises.
4. **RELOCATION OF GOPHER TORTOISES:** Upon completion of enclosure preparation, the Authority will relocate gopher tortoises to the Long-Term Recipient Site in accordance with the requirements of the Permit.
5. **REQUIRED MONITORING AND MANAGEMENT OF LONG-TERM RECIPIENT SITE AND FINANCIAL CONTRIBUTION:** In accordance with the requirements of the Permit, the County will perform all monitoring and management activities within the Long-Term Recipient Site and complete all reporting in accordance with the Permit. The Authority agrees to make a lump sum financial contribution to the County of \$140,140.00 for the relocation of gopher tortoises to the Long-Term Recipient Site. The financial contribution will be held in a separate account by the County and will be used solely for costs associated with the monitoring and management of

the Long-Term Recipient Site. The County will implement a habitat management plan in accordance with the Permit for the management of the Long-Term Recipient Site.

6. EXPIRATION OF AUTHORITY ACCESS TO BALM SCRUB PRESERVE: The Authority shall have the ability to place gopher tortoises exclusively within the Long-Term Recipient Site in accordance with the Permit for a period not exceeding 5 years from the date of issuance of the Permit. The County may allow for additional gopher tortoises to be relocated to the Long-Term Recipient Site in accordance with the Permit from other parties after a period of 5 years from the date of issuance of the Permit.

7. MUTUAL INDEMNITY (COUNTY): County agrees, to the extent allowed by law, to indemnify and hold harmless Authority, its officers, agents, and employees from and against all losses, damages, claims, liabilities and causes of action, as well as costs and fees, including reasonable attorneys' fees connected therewith, and the expenses of the investigation thereof, based upon or arising out of damages or injuries to third persons or their Property caused solely by the negligence of County. Authority shall give to County prompt and reasonable notice of any such claims or actions and County shall have the right to investigate, compromise, and defend the same to the extent of its own interests.

8. MUTUAL INDEMNITY (AUTHORITY): Authority agrees, to the extent allowed by law, to indemnify and hold harmless County, its officers, agents and employees from and against all losses, damages, claims, liabilities and causes of action, as well as costs and fees, including reasonable attorneys' fees connected therewith, and the expenses of the investigation thereof, based upon or arising out of damages or injuries to third persons or their property, caused solely by the negligence of Authority. County shall give to Authority prompt and reasonable notice of any such claims or actions and Authority shall have the right to investigate, compromise and defend the same to the extent of its own interests.

9. RECORDING: This Agreement shall be recorded and filed with the Clerk of the Circuit Court of Hillsborough County, Florida.

10. NOTICES: All notices, communications, and consents required or permitted by this Agreement shall be in writing and delivered by hand or transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, and addressed to the attention of the following:

To the County: Hillsborough County  
Board of County Commissioners  
Post Office Box 1110  
Tampa, Florida 33601  
  
Attention: Director, Conservation and Environmental  
Lands Management Department

To the Authority: Hillsborough County Aviation Authority  
Post Office Box 22287  
Tampa, Florida 33622  
  
Attention: Chief Executive Officer with copy to General  
Counsel

11. NON-DISCRIMINATION: During the performance of this Agreement, County, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, and national origin);
- b. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and

j. Title IX of the Education Amendments of 1972, as amended, which prohibits County from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq). County assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to County, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. County, if required by such requirements, will provide assurances to the Authority that County will undertake an affirmative action program and will require the same of its departments.

## 12. ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

### 1. Books and Records

In connection with payments to County under this Agreement, it is agreed County will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). County will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, invoices, work plans, and work orders related to this Agreement. County will not destroy any records related to this Agreement prior to the required retention period without the express written permission of the Authority.

### 2. Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Agreement or within three years after the end of this Agreement, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections, or attestation engagements over County’s records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by County under this Agreement for the purpose of determining compliance with this Agreement.

Free and unrestricted access will be granted to all of the County’s records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate, and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement or any work order. If the records are kept at locations other than Tampa International Airport, County will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article. County shall allow Auditors to photocopy any records the Auditors determine to be necessary to conduct and support the engagement. County shall not charge Authority for reasonable use of County’s photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format.

County agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. Auditors have the right during the engagement to interview the County’s employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support Auditor workpapers.

Approvals by the Authority's staff for any services included or not included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform engagements. County will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and will provide Authority a copy of any audit documents or reports so received.

County agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. County will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

13. **CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW**

**IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

County agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Interlocal Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Interlocal Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the Services. County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

14. This Agreement shall be binding upon the successors and assigns of the parties hereto (subject to the restriction governing assignment in the next paragraph)

15. Neither party shall assign its rights under this Agreement without prior written approval of the other party.

16. This Agreement may only be amended in writing, duly executed by the authorized representatives of the parties hereto.

17. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

18. This Agreement represents the entire agreement between the parties hereto, with respect to the subject matter contained herein, and supersedes all prior negotiations, understandings, representations, or agreements, either written or oral.

19. If any one or more of the provisions of this Agreement should be held contrary to law, public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are materially prejudiced and the intentions of the parties continue to be effective.

20. Any term, condition, covenant, or obligation, which requires performance by either party subsequent to termination of this Agreement, shall remain enforceable against such party subsequent to such termination.

21. The remedies set forth in this Agreement are cumulative and not in limitation of any remedies available at law or in equity.

**(Remainder of page intentionally left blank)**

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the County by its Chairman of the Board of County Commissioners and the seal of the County affixed hereto and attested by the Clerk of the Board of County Commissioners, and the Authority has caused this Agreement to be executed by its Chairman and its corporate seal to be affixed hereto and attested by its Secretary as of the 6th day of August, 2025.

**ATTEST:**


**VICTOR D. CRIST  
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY,  
a Political Subdivision of  
the State of Florida**

BY:    
**DEPUTY CLERK**

BY:   
**Ken Hagan, Chairman**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY:   
Todd Sobel  
Assistant County Attorney

**BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO.**

**25-0792**

**(Affix Seal)**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this \_\_\_\_\_ day of August, 2025, before me, the undersigned authority, personally appeared \_\_\_\_\_ respectively of the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, to me well known and known to me to be the individuals described in and who executed the foregoing agreement on behalf of said corporation, and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized and that the official seal of said corporation is duly affixed and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tampa, Florida, the day and year above written.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My commission expires:

EXHIBIT A

