

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT FOR AIRPORT HAZARD AND INCOMPATIBLE
LAND USE ZONING, PURSUANT CHAPTER 333, FLORIDA STATUTES
BETWEEN ESCAMBIA COUNTY, FLORIDA
AND THE CITY OF PENSACOLA, FLORIDA**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

WITNESSETH:

WHEREAS, the parties have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County and City constitute "political subdivisions" pursuant to Chapter 333, Florida Statutes, with respect to the adoption and enforcement of airport zoning regulations under the provision of that statute; and

WHEREAS, airport hazards may endanger property and the lives of occupants of land in its vicinity; and

WHEREAS, airport hazards may reduce the size of the area available for the taking off, maneuvering, or landing of aircraft, thus tending to destroy or impair the utility of the airport and the public investment therein; and

WHEREAS, certain activities and uses of land in the immediate vicinity of airports as enumerated in § 333.03(2) are not compatible with normal airport operations, and may, if not regulated, also endanger the lives of the participants and neighboring communities, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

WHEREAS, the creation or establishment of airport hazard areas, runway protection zones, and regulation of the incompatible use of land in airport vicinities protect the community served by the airport from public nuisances and injury; and

WHEREAS, it is necessary and in the public interest of the public health, public safety, and general welfare of the citizens of the City of Pensacola and Escambia County that the creation of airport hazard zones, runway protection zones, and the regulation of incompatible land uses be established; and

WHEREAS, elimination and prevention of airport hazards and incompatible land uses are

public purposes for which political subdivisions may raise or expend public funds and acquire land or property interests therein, or air rights thereover; and

WHEREAS, the City owns and operates the Pensacola International Airport (hereinafter, "PNS"), which is situated within the municipal limits of the City; and

WHEREAS, the Airport Hazard Area, as defined in §333.01(4), Florida Statutes, as it pertains to PNS, is located almost entirely within the City's municipal limits; and

WHEREAS, the County owns and operates a heliport at the Perdido Key Fire Station; and

WHEREAS, the heliport hazard area is located entirely within the County; and

WHEREAS, there are multiple public and private airports located within the incorporated and unincorporated areas of the County, as outlined in **Exhibit A** to this agreement; and

WHEREAS, some Airport Hazard Areas are located wholly or partly in the unincorporated areas of Escambia County, while other such areas are located wholly or partly in the territorial limits of the City; and

WHEREAS, the County and the City have heretofore adopted regulations pursuant to Chapter 333, Florida Statutes, but those regulations are presently in need of updating to comply with subsequent changes to the statute; and

WHEREAS, the County and the City are required by §333.03(1)(b), Florida Statutes, to either: 1) enter an interlocal agreement in accordance with §333.03(1)(b)(1), or 2) by ordinance or resolution create a joint airport zoning board pursuant to § 333.03(1)(b)(2); and

WHEREAS, the County and the City have determined that the requirements of §333.03(1)(b) can best be complied with by this Interlocal Agreement (hereafter, the "Agreement"); and

WHEREAS, by entering into this Agreement pursuant to the provisions of §163.01 and §333.03(1)(b)(1), the County and the City acknowledge their obligation, in conformity with §333.03(1)(b)(1) to adopt, administer, and enforce updated airport zoning regulations applicable to the airport hazard areas, and restricting the use of land adjacent to or in the immediate vicinity of airport activities and purposes compatible with the continuation of normal airport operations including landing and takeoff of aircraft to promote public health, safety and general welfare; and

WHEREAS, the purpose of all airport zoning regulations is to provide both airspace protection and provide for land uses that are compatible with airport operations; and

WHEREAS, each aspect of this purpose requires independent justification to promote the public interest in safety, health, and general welfare; and

WHEREAS, the parties have determined that it is in the best interest of the health, safety,

and welfare of the citizens of both the incorporated and unincorporated areas of Escambia County that the County and the City enter this agreement for cooperation as provided herein.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Article 1
Purpose

- 1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will adopt, administer, and enforce, under the police power and in the matter and upon the conditions prescribed in Chapter 333, Florida Statutes, airport protection zoning regulations for such airport hazard area.

Article 2
Definitions

- 2.1 “Airport” means any area of land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.
- 2.2 “Airport hazard” means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.
- 2.3 “Airport hazard area” means any area of land or water upon which an airport hazard might be established.
- 2.4 “Airport land use compatibility zoning” means airport zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of airports.
- 2.5 “Airport master plan” means a comprehensive plan of an airport which typically describes current and future plans for airport development designed to support existing and future aviation demand.
- 2.6 “Airport protection zoning regulations” means airport zoning regulations governing airport hazards.
- 2.7 “Department” means the Department of Transportation as created under §20.23, Florida Statutes.
- 2.8 “Educational facility” means any structure, land, or use that includes a public or private kindergarten through 12th grade school, charter school, magnet school, college campus, or university campus. The term does not include space used for educational purposes within a multitenant building.
- 2.9 “Landfill” has the same meaning as provided in §403.703, Florida Statutes.

- 2.10 “Obstruction” means any existing or proposed object, terrain, or structure construction or alteration that exceeds the federal obstruction standards contained in 14 C.F.R. part 77, subpart C. The term includes:
- a. Any object of natural growth or terrain;
 - b. Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
 - c. Alteration of any permanent or temporary existing structure by a change in the structure’s height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.
- 2.11 “Person” means any individual, firm, co-partnership, corporation, company, association, joint-stock association, or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.
- 2.12 “Political subdivision” means the local government of any county, municipality, town, village, or other subdivision or agency thereof, or any district or special district, port commission, port authority, or other such agency authorized to establish or operate airports in the state.
- 2.13 “Public-use airport” means an airport, publicly or privately owned, licensed by the state, which is open for use by the public.
- 2.14 “Runway protection zone” means an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.
- 2.15 “Structure” means any object constructed, erected, altered, or installed, including, but not limited to, buildings, towers, smokestacks, utility poles, power generation equipment, and overhead transmission lines.

Article 3
Responsibilities of the Parties

- 3.1 Pursuant to the procedures specified in Chapter 333, Florida Statutes, the County has adopted, and shall amend as required from time to time, the Airport Zoning Regulations set forth in its Land Development Code and its Comprehensive Plan, relating to, among other things, the height of buildings, structures, and natural objects, and uses of property, in compliance with §§ 333.01–333.13, Florida Statutes.
- 3.2 Pursuant to the procedures specified in Chapter 333, Florida Statutes, the City has adopted, and shall amend as required from time to time, the Airport Zoning Regulations set forth in its Code of Ordinances and its Comprehensive Plan, relating to, among other things, the height of buildings, structures, and natural objects, and uses of property, in compliance with §§ 333.01– 333.13, Florida Statutes.
- 3.3 Both the County and the City shall provide a process, within its respective jurisdiction, to:
- a. Issue or deny permits.
 - b. Provide a copy of complete applications for any permit to the Department of Transportation, aviation office.
 - c. Enforce the issuance or denial of a permit or other determination.

- d. Establish a process for appeals as required by §333.09(3), Florida Statutes.
- 3.4 The Airport Zoning Regulations for both the County and the City shall require, but not be limited to, the following:
- a. A permit for construction or alteration of any obstruction;
 - b. Obstruction marking and lighting for obstructions;
 - c. Documentation showing compliance with the federal requirement for notification of proposed construction or alteration of structures and a valid aeronautical study submitted by each person applying for a permit;
 - d. Consideration of the criteria in §333.025(6) and §333.07(2), as amended, when determining whether to issue or deny a permit, which such criteria shall include but not be limited to:
 - 1) The safety of persons on the ground and in the air.
 - 2) The safe and efficient use of navigable air space.
 - 3) The nature of the terrain and height of existing structures.
 - 4) The effect of the construction or alteration of an obstruction on the state licensing standards for a public-use airport contained in Chapter 330, Florida Statutes, and rules adopted thereunder.
 - 5) The character of existing and planned flight operations and developments at public-use airports.
 - 6) Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.
 - 7) The effect of the construction or alteration of an obstruction on the minimum descent altitude or the decision height at the affected airport.
 - 8) The cumulative effects on navigable airspace of all existing obstructions on the minimum descent altitude or the decision height at the affected airport.
 - 9) Any additional requirements adopted by the County or City pertinent to evaluation and protection of airspace and airport operations.
 - e. The approval of a permit shall not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard.
 - f. In issuing a permit, the County or the City shall require the owner of the obstruction to install, operate, and maintain thereon, at his or her own expense, marking and lighting in conformance with the specific standards established by the Federal Aviation Administration.
- 3.5 Both the County and the City shall adopt, administer, and enforce airport land use zoning regulations.
- 3.6 Both the County and the City's airport land use zoning regulations shall include, but not be limited to, the following:
- a. The prohibition of new landfills and the restriction of existing landfills within the following areas:
 - 1) Within 10,000 feet from the nearest point of any runway used or planned to be used by turbine aircraft.
 - 2) Within 5,000 feet from the nearest point of any runway used by only nonturbine aircraft.
 - 3) Outside the perimeters defined in subparagraphs 3.6(a)(1) and (2) of this Agreement, but still within the lateral limits of civil airport imaginary surfaces defined in 14 C.F.R. s. 77.19. Case-by-case review of such landfills is advised.
 - b. Where any landfill is located and constructed in a manner that attracts or sustains

hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.

- c. Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 C.F.R. part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, the prohibition of incompatible uses, as established in the noise study in 14 C.F.R. part 150, Appendix A or as a part of an alternative Federal Aviation Administration- approved public study, within the noise contours established by any of these studies, except if such uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study.
 - d. Where an airport authority or other governing body operating a public-use airport has not conducted a noise study, the prohibition of residential construction and any educational facility, except aviation school facilities, within an area contiguous to the airport measuring one-half the length of the longest runway on either side of and at the end of each runway centerline.
 - e. The restriction of new incompatible uses, activities, or substantial modifications to existing incompatible uses within runway protection zones.
- 3.7 Both the County and the City shall independently provide a copy of all its airport zoning regulations and airport land use compatibility zoning regulations, and any related amendments, to the State of Florida Department of Transportation's aviation office within thirty (30) days after adoption.
- 3.8 Paragraph 3.6 shall not be construed to require the removal, alteration, sound conditioning, or other change, or to interfere with the continued use or adjacent expansion of any educational facility or site in existence on July 1, 1993.
- 3.9 Neither the County nor the City is prohibited from establishing airport zoning regulations more restrictive than prescribed in Chapter 333, Florida Statutes, in order to protect the health, safety, and welfare of the public in the air and on the ground.
- 3.10 In the event of any conflict between any airport zoning regulations adopted under Chapter 333, Florida Statutes, and any other regulations applicable to the same area, whether the conflict be with respect to the height of the structures or vegetation, the use of land, or any other matter, and whether such regulations were adopted by the political subdivision that adopted the airport zoning regulations or by some other political subdivision, be it the County or the City or another, the more stringent limitation or requirement shall govern and prevail.
- 3.11 Both the County and the City, in their respective capacities, by action of their legislative bodies, shall adopt, amend, or repeal any airport zoning regulations only after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the hearing shall be published at least once a week for two consecutive weeks in a newspaper of general circulation in the political subdivision or subdivisions where the airport zoning regulations are to be adopted, amended, or repealed.

- 3.12 Both the County and the City agree all airport zoning regulations adopted shall be reasonable and may not impose any requirement or restriction which is not reasonably necessary to effectuate the purposes of Chapter 333, Florida Statutes. Both the County and the City shall consider, among other things, the character of the flying operations expected to be conducted at the airport, the nature of the terrain within the airport hazard area and runway protection zone, the character of the neighborhood, the uses to which the property to be zoned is put and adaptable, and the impact of any new use, activity, or construction on the airport's operating capability and capacity.
- 3.13 Both the County and the City agree that construction in a runway protection zone which does not exceed airspace height restrictions is not conclusive that such use, activity, or construction is compatible with airport operations.
- 3.14 Both the County and City agree that any airport protection zoning regulation adopted may not require the removal, lowering, or other change or alteration of any structure not conforming to the regulation when adopted or amended, or otherwise interfere with the continuance of any nonconforming use, except as otherwise provided.
- 3.15 Both the County and the City shall each develop a permitting scheme for permitting of airspace obstructions.
- 3.16 Both the County and City agree that their individual permitting schemes shall substantially comply with §333.07, Florida Statutes, including but not limited to:
- a. A person proposing to construct, alter, or allow an airport obstruction in an airport hazard area in violation of the airport protection zoning regulations adopted under this chapter must apply for a permit. A permit may not be issued if it would allow the establishment or creation of an airport hazard or if it would permit a nonconforming obstruction to become a greater hazard to air navigation than it was when the applicable airport protection zoning regulation was adopted which allowed the establishment or creation of the obstruction, or than it is when the application for a permit is made.
 - b. If the County or City determines that a nonconforming obstruction has been abandoned or is more than 80 percent torn down, destroyed, deteriorated, or decayed, a permit may not be granted if it would allow the obstruction to exceed the applicable height limit or otherwise deviate from the airport protection zoning regulations. Whether an application is made for a permit, the owner of the nonconforming obstruction may be required, at his or her own expense, to lower, remove, reconstruct, alter, or equip such obstruction as may be necessary to conform to the current airport protection zoning regulations. If the owner of the nonconforming obstruction neglects or refuses to comply with such requirement for 10 days after notice, the County or the City, through its appropriate agency, may proceed to have the obstruction so lowered, removed, reconstructed, altered, or equipped and assess the cost and expense thereof upon the owner of the obstruction or the land whereon it is or was located.
- 3.17 All zoning regulations adopted by the County or the City shall provide for the administration and enforcement of such regulations by the entity imposing same. The duties of each shall include that of hearing and deciding all permits, as they pertain to the jurisdiction, and all other matters applying to said jurisdiction.

- 3.18 Both the County and the City agree if a nonconforming obstruction is determined to be an airport hazard and the owner will not remove, lower, or otherwise eliminate it; the approach protection necessary cannot, because of constitutional limitations, be provided by airport zoning regulations; or it appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations, then either the County or the City within which the property or nonconforming obstruction is located, or the political subdivision owning or operating the airport or being served by it, may acquire, by purchase, grant, or condemnation in the manner provided by Chapter 73, Florida Statutes, such property, air right, avigation easement, or other estate, portion, or interest in the property or nonconforming obstruction or such interest in the air above such property, in question, as may be necessary to effectuate the purposes of this chapter, and in so doing, if by condemnation, to have the right to take immediate possession of the property, interest in property, air right, or other right sought to be condemned, at the time, and in the manner and form, and as authorized by Chapter 74. In the case of the purchase of any property, easement, or estate or interest therein or the acquisition of the same by the power of eminent domain, the political subdivision making such purchase or exercising such power shall, in addition to the damages for the taking, injury, or destruction of property, also pay the cost of the removal and relocation of any structure or any public utility that is required to be moved to a new location.
- 3.19 The County shall apply the Airport Zoning Regulations as set forth in its Land Development Code and Comprehensive Plan.
- 3.20 The City shall apply the Airport Zoning Regulations as set forth in its Code of Ordinances and Comprehensive Plan.
- 3.21 Both the County and the City shall enforce its airport zoning regulations to 1) assure compliance with the minimum requirements set forth in Section 333.03(1)(c), Florida Statutes; 2) meet the intent of the FAA reviewed and accepted noise exposure maps, including the noise exposure maps in the final FAA approved Part 150 Noise Study, by adopting new zoning overlays compatible with those shown in the Part 150 Noise Study; and 3) make clear its intent to prevent encroachment into the Airport operational area or the FAA, Title 14, CFR, Part 77, airspace surfaces.
- 3.22 Each party shall, in writing, notify the other of each and every of the following:
- a. Amendments. Any proposed amendment to their respective Code or Comprehensive Plan or any Airport Master Plan that may directly or indirectly affect any property within the area depicted in the Airport Zoning Regulations, or the Airport Hazard Area as defined in Section 333.01(4), Florida Statutes, or that may directly or indirectly impact the other party, shall be disclosed to the other party no later than thirty (30) calendar days prior to the date set for the initial Local Planning Agency public hearing to consider such amendments.
 - b. Applications. Obstacle Hazards to Air Navigation. Any Application for development activity, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance, or any other official action of a party that will have the effect of permitting the development or alteration of land or a structure (hereafter,

"Application") for any property owned or controlled by any petitioner required to provide notice or prevent a hazard defined by Section 333.02, Florida Statutes, and/or Title 14, CFR, Parts 77.13, 77.17, 77.21, 77.23, 77.25, and 77.29, which include notice requirements and technical definitions for obstacles dangerous to air navigation, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.

- c. Applications. Noise Compatible Land Use. Any Application for development activity for any property within the area of the noise contour as designated in the Airport Zoning Regulations, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance or any other action of a party which would have the effect of permitting development or alteration of land or structure, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.
 - d. Applications. Education Facilities Near Airports. Any Application for a public or private educational facility within any area starting at any end of any Airport runway, extending one-half the length of the longest runway on either side of and at the end of each runway centerline, as defined by Section 333.03(2)(d), Florida Statutes, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.
 - e. Applications. Staff Discretion. Any Application for development activity that could reasonably be expected to have an impact on the other party shall be disclosed to the other party within ten (10) calendar days of the filing of such Application. Applications expected to have an impact on the other party include, without limitation, any Application reflecting a potential hazard to air navigation or a potential land use that is incompatible with normal airport operations or endangers the public health, safety or welfare, as described in Section 333.03(2) and (3), Florida Statutes; any Application subject to Florida Department of Transportation (hereafter, "FDOT") Aviation or FAA permits or findings; and any Application for activities such as sanitary landfills, bird and other wildlife attractants, congregations of people, or emissions of light, smoke or other impairments to visibility.
 - f. Correspondence. When any party corresponds with the FAA or the FDOT regarding land uses at an Airport or any Airport operations, regarding any matter that could reasonably be expected to have an impact on the other party, the party shall simultaneously provide the potentially impacted party with a copy of said correspondence.
- 3.23 Comments. Each party may provide comments on any Code, Plan, or Airport Master Plan amendment or Application for which notice was provided as required in Paragraph 3.22, above, within fourteen (14) calendar days of receipt of notice as to any building permit and within thirty (30) calendar days of receipt of notice as to all other applications and the party may request that such time be extended to enable the application to be considered. All comments provided pursuant this Paragraph must be considered by the Party before making its final decision regarding each such amendment or Application.

- 3.24 FDOT Obstruction Permits Required. The Airport Zoning Regulations shall continue to require that no development order be issued by the City or by the County for the construction or alteration of structures dangerous to air navigation or for structures governed by Title 14, CFR, Part 77 unless a permit has first been obtained from FDOT Aviation (or FDOT Aviation confirms that no such permit is required), as applicable. Each jurisdiction shall be given the opportunity to review and make recommendations regarding whether the issuance of such permit adversely impacts its Airport operations.

Article 4 **General Provisions**

- 4.1 **Termination and Amendment:** This agreement shall commence on the Effective Date, as provided in paragraph 4.14. This Agreement may be amended from time to time, as deemed desirable or necessary, and shall be amended, to the extent required by law; and shall continue until lawfully terminated by mutual agreement.
- 4.2 **Liability:** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the City and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
- 4.3 **Insurance:** Each party shall insure its own interests through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.
- 4.4 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- 4.5 **Assignment:** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
- 4.6 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

- 4.7 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 4.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto because one party may have drafted or prepared any of the terms and provisions hereof. The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this agreement.
- 4.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.
- 4.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 4.11 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia. Chapter 333, Florida Statutes, Airport Zoning, and Title 14, CFR, Part 77, Objects Affecting Navigable Airspace, subparts A, B, and C shall be utilized to clarify ambiguities, if any, regarding relevant aspects of the Agreement, including its scope, use, obstruction standards and definitions. Future amendments to Chapter 333 or Part 77 may also be utilized to clarify ambiguities with respect to the interpretation of this Agreement.
- 4.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY:
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

- 4.13 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- 4.14 Effective Date: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.
- 4.15 Enforcement of Agreement. Each party hereto may enforce this Agreement by any legal means whatsoever.

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court Date: _____

By: _____
Deputy Clerk

(Seal)

**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
Ashton J. Hayward III, Mayor

ATTEST: Date: _____

By: _____
City Clerk

(Seal)

EXHIBIT A

Escambia County Public and Private Airports, Florida:

All public airports and private airports in Escambia County, FL are listed below. Public airports include major hubs and airfields used for large carriers, jet liners and international flights as well as smaller public charter flights and personal aircraft. Private airports may require special permission, a private membership or use private charter flights.

Collier/Pine Barren Airpark Airport – FD89 Century, Florida Facility Usage: Private	Neal Collier 3251 S Pine Barren Rd Mc David, FL 32568 (904) 478-6477
Baptist Hospital Heliport – FL85 Pensacola, Florida Facility Usage: Private	Baptist Hospital 1000 W Moreno St Pensacola, FL 32501 (850) 434-2304
Coastal Airport – 83J (Closed) Pensacola, Florida Facility Usage: Public	Coastal Airport L.C.V. 6001 West Nine Mile Rd Pensacola, FL 32526 (850) 944-1284
Saufley Field NOLF – NUN (Closed) Pensacola, Florida Facility Usage: Private	U.S. Navy COMTRAWING NAS Whiting Field, FL 32570
Ferguson Airport – 82J Pensacola, Florida Facility Usage: Public	Brown Helicopter, Inc. 10100 Aileron Ave Pensacola, FL 32506 (850) 455-0971
Pensacola NAS/Forrest Sherman Field Airport – NPA Pensacola, Florida Facility Usage: Private	U.S. Navy Oceanographic OFC-Code 3142 Washington, DC 20373 (850) 452-2735
Pensacola International Airport – PNS Pensacola, Florida Facility Usage: Public	City of Pensacola 2430 Airport Blvd, Suite 225 Pensacola, FL 32504 (850) 436-5000
Sacred Heart Hospital Heliport – 9FD1 Pensacola, Florida Facility Usage: Private	Sacred Heart Hospital 5151 North 9th Ave Pensacola, FL 32504 (850) 416-7572
West Florida Regional Medical Center Heliport – FL24 Pensacola, Florida Facility Usage: Private	W FL Regional Medical Center 8383 N Davis Hwy Pensacola, FL 32523 (904) 494-4000
Mc Kinnon Airpark Airport – 48FL Walnut Hill, Florida Facility Usage: Private	Thomas F Simard 6001 S Hwy 99 Walnut Hill, FL 32568 (904) 327-6240
Mike’s Ag Air Airport – 49FL Walnut Hill, Florida Facility Usage: Private	Michael G Godwin 10700 Hwy 97 Walnut Hill, FL 32568 (904) 327-6757
Perdido Key Fire Station Heliport – 46FA Perdido Key, Florida Facility Usage: Private	Escambia County BCC 15510 Perdido Key Dr Pensacola, FL 32507 (850) 595-4947