

## INTERLOCAL AGREEMENT BETWEEN MARION COUNTY AND THE CITY OF DUNNELLON REGARDING AIRPORT PROTECTION ZONING REGULATIONS

This Interlocal Agreement is made and entered between MARION COUNTY, whose address is 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 (“County”) and the CITY OF DUNNELLON, whose address is 20750 River Drive, Dunnellon, FL 34431 (“City”) (individually “Party,” collectively “Parties.”)

### WITNESSETH

**WHEREAS**, the City is a municipal corporation organized and existing under the laws of the State of Florida; and

**WHEREAS**, the County is a political subdivision of the State of Florida; and

**WHEREAS**, the County and the City are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide services that will advance the general health, safety and welfare of the public; and

**WHEREAS**, the County has adopted Ordinance 13-20, Article 5, Division 1 Airport Overlay Zones pursuant to Section 333.03, Florida Statutes (hereinafter “Airport Zoning Regulations”), which statute requires every local government having within its jurisdiction an area upon which an airport hazard may be established to adopt, administer, and enforce, under the police power airport protection zoning regulations for such airport hazard area (the “Airport Zoning Regulations”); and

**WHEREAS**, because the City has lands within its jurisdiction which fall within an area upon which an airport hazard may be established, Section 333.03(1)(b), Florida Statutes, requires the County and the City to enter into an interlocal agreement for the adoption, administration, and enforcement of the County’s Airport Zoning Regulations; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated as if set forth fully herein.
2. **Effective Date and Recording.** The County shall record this Agreement in the Official Records of Marion County. This Agreement shall become effective on the date it is filed with the Clerk of Court in accordance with Section 163.01(11), Florida Statutes.
3. **Airport Protection Zoning Regulations.** The parties agree to cooperate in the exchange of information and as otherwise necessary to implement this Agreement for the benefit of the public and the purposes articulated in Section 333.02, Florida Statutes. Further each party shall have the following responsibilities:
  - a. **The City.** The City shall administer and enforce the Airport Zoning Regulations to the applicable lands within its jurisdiction.



Regulation amendments or developments that would either expand any 14 CFR 77 imaginary surface or expand any noise contours further into the incorporated city limits, or development which increases the noise generated by airport operations beyond the established Airport Master Plan.

4. ***Notification.*** Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR MARION COUNTY:

Marion County Board of County Commissioners  
Attn: County Administrator  
601 SE 25th Ave  
Ocala, Florida 34471

FOR CITY OF DUNNELLON:

City of Dunnellon  
Attn: William Ary  
Community Development Manager  
20750 River Drive  
Dunnellon, Florida 34431

5. ***Limitations on Liability.*** Neither party waives its protections of sovereign immunity, and nothing in this Agreement shall be construed as consent to be sued by third parties. Each party shall be responsible for the negligent acts or omissions of its officers, employees, and agents, and each party shall indemnify the other against claims arising out of the negligent or wrongful performance or breach of this Agreement to the extent such claims are attributable to the indemnifying party's officers, employees, or agents. The foregoing obligation to indemnify is subject to the scope and monetary limitations of Section 768.28, Florida Statutes.
6. ***Integration and Modification.*** This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may only be modified by a written instrument, approved and executed with same formalities hereof.
7. ***No Financial Liability, Attorney's fees and Costs.*** This Agreement shall not be construed to provide any party hereto with a right to monetary damages or to otherwise impose any financial liability upon any party hereto. In any action to enforce this Agreement, or any dispute resolution, proceeding or any other dispute arising under this Agreement, each party shall bear its own attorney's fees and costs.
8. ***Governing Law and Venue.*** The Agreement is being delivered in the State of Florida, and

shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

9. **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

10. **Term, Amendment, and Termination of Agreement.** The term of this Interlocal Agreement shall be thirty years from its effective date. However, prior to its expiration, the parties shall either (1) execute a replacement interlocal agreement; or (2) create a joint airport zoning board, as required by Section 333.03(1)(b), F.S. This Agreement may be amended from time to time pursuant to the provisions of Section 163.01, F.S.

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*SIGNATURE PAGE FOLLOWS*

**IN WITNESS WHEREOF**, the Parties have made and entered this Interlocal Agreement on the date of the last signature below.

**CITY OF DUNNELLON:**

By: Walter Green  
Walter Green, Mayor  
Date: 4-16-2026

**ATTEST:**

By: Mandy Odom  
Mandy Odom, City Clerk

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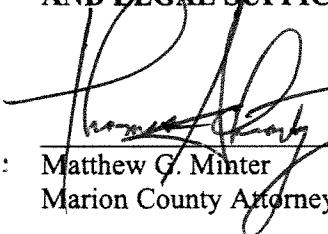
**MARION COUNTY:**

By: \_\_\_\_\_  
Carl Zalak, III, Chairman  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Gregory C. Harrell, Clerk of Court  
and Comptroller

**FOR USE AND RELIANCE OF MARION  
COUNTY ONLY, APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

*For:*  \_\_\_\_\_ Date 4/21/26  
Matthew G. Minter  
Marion County Attorney