

RESOLUTION NO 2025 – 165

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MEMORANDUM OF AGREEMENT WITH FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION CONCERNING SURVEYS, DESIGN, AND CONSTRUCTION OF ALLIGATOR LAKE PIER AT HALPATTER PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) desires to enter into a Memorandum of Agreement with the Florida Fish and Wildlife Conservation Commission (the “Agency”) concerning surveys, design, and construction of Alligator Lake Pier at Halpatter Park (the “Project”); and

WHEREAS, the City and the Agency desire to complete the Project pursuant to the terms of the Memorandum of Agreement between the City and the Agency in the form of the agreement attached hereto (the “Agreement”); and

WHEREAS, the City Council finds adopting the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

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4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of December, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA:

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

MEMORANDUM OF AGREEMENT

BETWEEN

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AND

The City of Lake City

FOR

Alligator Lake Pier

FWC Agreement No. 25164

This Memorandum of Agreement (MOA) is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the City of Lake City, whose address is 205 N. Marion Ave., Lake City, FL 32055, hereinafter "CITY," collectively, "Parties".

The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to complete the project known as Alligator Lake Pier;

Section 1. RESPONSIBILITIES OF THE PARTIES

The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. RESPONSIBILITIES OF THE COMMISSION.

- A.1. Complete all required surveys, design and construction of Alligator Lake Pier.
- A.2. Provide funding necessary to complete the project.
- A.3. All day-to-day oversight and acceptance of the Contractor's work.
- A.4. Removal of existing pier.
- A.5. Oversee acceptance and payment of Contractor's invoices.

B. RESPONSIBILITIES OF THE CITY.

- B.1. Obtain any necessary building permit(s) required by the CITY for the construction of the pier.
- B.2. Allow removal of existing pier and construction of a new pier at Halpatter Park.

EXHIBIT

Section 2. TERM OF THE AGREEMENT

It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect until completion of the pier construction or five (5) years from execution date, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

Section 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice.

Section 4. NOTICES

All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

COMMISSION CONTACT INFORMATION:

Allen Martin
Regional Fisheries Administrator
North Central Regional Office
3377 East US Highway 90
Lake City, Florida 32055
(386)365-7148
Allen.Martin@MyFWC.com

CITY CONTACT INFORMATION:

Noah Walker
Mayor
City of Lake City
Lake City, FL 32055
(386-)719-5756
WalkerN@lcfla.com

Section 5. PUBLIC RECORDS

All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

Section 6. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign

immunity or statutory limitations on liability, including but not limited to sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

Section 7. STATE REQUIRED CLAUSES.

- A. Non-discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. Prohibition of Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. Public Entity Crimes. In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- D. Legislative appropriation. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance is contingent upon an annual appropriation by the Legislature.

Section 8. NON-ASSIGNMENT

This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

Section 9. SEVERABILITY AND CHOICE OF VENUE

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement.

The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, The City of Lake City affirms that The City of Lake City considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The City of Lake City will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 10. NO THIRD-PARTY RIGHTS

The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 11. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

Section 12. ENTIRE AGREEMENT; AMENDMENT

This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

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SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CITY OF LAKE CITY EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Noah Walker	Florida Fish and Wildlife Conservation Commission
Mayor Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Description of Location

ATTACHMENT A
DESCRIPTION OF LOCATION

298 SE Clements PL., Lake City, Florida 32025, Parcel Number 05-4S-17-07600-000, in Section 05, Township 4 South, Range 17 east in Columbia County, at latitude 30°10'49.2"/-82°37.906' longitude.