

**CITY COUNCIL RESOLUTION NO. 2022-077**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR THE RESCISSION OF CITY COUNCIL RESOLUTION NUMBER 2022-067 RELATING TO A MEMORANDUM OF AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, THE FISH AND WILDLIFE FOUNDATION OF FLORIDA, AND COLUMBIA COUNTY, FLORIDA; PROVIDING FOR THE EXECUTION OF A REVISED MEMORANDUM OF AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, NORTH FLORIDA PROFESSIONAL SERVICES, INC., THE FISH AND WILDLIFE FOUNDATION OF FLORIDA, AND THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR THE CONSTRUCTION OF A PIER AT LAKE MONTGOMERY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), the Florida Fish and Wildlife Conservation Commission, the Fish and Wildlife Foundation of Florida, and the Columbia County Board of County Commissioners, (hereinafter collectively referred to as “the Parties”) entered into a memorandum of agreement (hereinafter “MOA”) for services to assist in the construction of a pier at Lake Montgomery; and

**WHEREAS**, the City Council approved Resolution 2022-067, authorizing the execution of a similar MOA; and

**WHEREAS**, the Parties have revised the MOA post-approval of Resolution 2022-067; and

**WHEREAS**, the City Council finds it to be in their respective best interests to rescind Resolution 2022-067, and any related offer and acceptance, and enter into a revised MOA, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** Resolution number 2022-067, is hereby rescinded.

**Section 3.** The City is hereby authorized to execute and enter into the

revised MOA.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
AND  
NORTH FLORIDA PROFESSIONAL SERVICES, INC.  
AND  
THE FISH AND WILDLIFE FOUNDATION OF FLORIDA  
AND  
THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF LAKE CITY  
FOR  
CONSTRUCTION OF THE LAKE MONTGOMERY PIER

THIS MEMORANDUM OF AGREEMENT is entered into by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called COMMISSION, NORTH FLORIDA PROFESSIONAL SERVICES, INC., Southwest 1450 FL-47, Lake City, Florida 32025, hereafter called NFPS, THE FISH AND WILDLIFE FOUNDATION OF FLORIDA, P.O. Box 11010 Tallahassee, FL 32302, hereafter called FOUNDATION, THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, 135 NE Hernando Avenue, Suite 203, Lake City FL 32055, hereafter called COUNTY, and THE CITY OF LAKE CITY, 205 N. Marion Ave. Lake City, FL 32055, hereafter called CITY.

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 LAKE MONTGOMERY PIER.

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.

1. Complete geotechnical survey and provide results to NFPS.
2. Competitively bid construction of pier.
3. Provide funding necessary to pay remaining construction balance not covered by the other Parties' funds.
4. All day-to-day oversight and acceptance of the Contractor's work.
5. Oversee acceptance and payment of the Contractor's invoices.

B. Responsibilities of NFPS

1. All work provided under the terms of this Memorandum of Agreement by NFPS is as a community service and at no cost to the Commission, City of Lake City or Columbia County.
2. Provide signed and sealed plans suitable for permitting and constructing an ADA compliant, public fishing pier consisting of an 8 ft. by 150 ft. access pier and three 8ft. by 10 ft. terminal platforms within Lake Montgomery, location as described in Attachment A, attached hereto and made a part hereof.
3. Provide 30%, 60%, and final design drawings for Commission review and approval, including engineer's opinion of cost estimates at 60% and final plans.
4. Provide Commission with a complete bid package necessary for competitive solicitation.
5. Assist with answering questions during the question-and-answer period of the competitive solicitation.
6. Construction administration services provided by NFPS shall be limited to reviewing the Contractor's Applications for Payment and inspection for final approval.

C. Responsibilities of the FOUNDATION.

1. Provide up to \$100,000 in funding towards construction of the pier.

D. Responsibilities of the COUNTY.

1. Provide up to \$75,000 in funding towards construction of the pier.

E. Responsibilities of the CITY.

1. Provide up to \$100,000 in funding and/or in-kind services towards construction of the pier and other enhancements outlined in the 2022 Campbell Park Improvement Plan.
2. Provide necessary funding and in-kind services for construction of a new ADA sidewalk between the pier and existing parking lot.
3. Obtain necessary building permit(s) required for construction of the pier.
4. Officially recognize and name the pier after the largest private donation received prior to July 1, 2022.

2. TERM OF THE AGREEMENT. It is understood and agreed that the relationship established by this Agreement is meant to be for the benefit of all parties, and that this Agreement shall be effective on the date of execution by all parties and shall remain in effect until completion of pier

construction, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by any parties.

3. **TERMINATION.** Any party may withdraw from this Agreement by giving written notice to the other parties specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice.

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:

**FOR THE COMMISSION:**

Chris Wynn  
Regional Director  
North Central Regional Office  
3377 East US Highway 90  
Lake City, Florida 32055  
(386) 758-0525  
[Chris.Wynn@myfwc.com](mailto:Chris.Wynn@myfwc.com)

**FOR NORTH FLORIDA PROFESSIONAL SERVICES INC.:**

Greg Bailey  
President  
SW 1450 FL-47  
Lake City, FL 32025  
(386) 758-0525  
[gbailey@nfps.net](mailto:gbailey@nfps.net)

**FOR THE FOUNDATION:**

Will Bradford  
Chief Operating Officer  
Fish and Wildlife Foundation of Florida  
P.O. Box 11010  
Tallahassee FL 32302  
(850) 404-6129  
[wbradford@wildlifeflorida.org](mailto:wbradford@wildlifeflorida.org)

**FOR THE COUNTY:**

Tim Murphy  
County Commissioner District 5  
Columbia County Board of Commissioners  
135 NE Hernando Avenue, Suite 203  
Lake City, FL 32056  
(386) 758-1005  
[tmurphy@columbiacountyfla.com](mailto:tmurphy@columbiacountyfla.com)

**FOR THE CITY:**

Stephen Witt  
Mayor  
City of Lake City  
205 N Marion Ave.  
Lake City, FL 32055  
(386) 719-5756  
[witts@lcfla.com](mailto:witts@lcfla.com)

5. **PUBLIC RECORDS.** All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties and shall be treated in the same manner as other public records are under Chapter 119, F.S.

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 any party of sovereign immunity or statutory limitations on liability.

7. 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.

8. SEVERABILITY AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

9. 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.

10. 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.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represent 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

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

FISH AND WILDLIFE  
FOUNDATION OF FLORIDA

COLUMBIA COUNTY

\_\_\_\_\_  
Chief Operation Officer

\_\_\_\_\_  
County Commissioner

Date \_\_\_\_\_

Date \_\_\_\_\_

NORTH FLORIDA PROFESSIONAL  
SERVICES INC.

President

Date

CITY OF LAKE CITY

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director or designee

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED as to form and legality:

\_\_\_\_\_/s/Quilla Miralia\_\_\_\_\_  
Commission Attorney Signature

Attachment A

Description of location

578 Baya Drive, parcel numbers 00-00-00- 12370-001 and 00-00-00-12386-999 Lake City, Florida 32025, in Section 31, Township 3 south, Range 17 east in Columbia County, at latitude 30°11'7.4357" / -82°38'41.2774" longitude.