

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
Levy County
FOR
BOATING ACCESS PROJECTS

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," and Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621, hereafter called "COOPERATOR."

WHEREAS, the purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support and enhancement of public recreational boating opportunities in their respective efforts for the following boat ramps in Attachment A: Table A, hereafter referred to as the "PROJECTS," and

WHEREAS, the COMMISSION has available labor, equipment, and materials funded part from the Sport Fish Restoration Act – Boat Access and part from state funding to construct new, improve existing, and maintain the PROJECTS, and

WHEREAS, the COOPERATOR has property available for boating access, further described in Attachments A: Table B, hereafter referred to as the "PROJECT SITES," and wishes to cooperate with the COMMISSION.

In consideration of mutual promises contained herein, the COMMISSION and the COOPERATOR agree as follows:

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. The COMMISSION shall:
 1. Provide labor, equipment, and materials to maintain the structure of or improvements to the PROJECTS at the PROJECT SITES.
 2. Perform all structural maintenance and improvements to PROJECTS at the PROJECT SITES as may be necessary during the term of this Agreement.
 3. Obtain appropriate permits prior to construction or repair work performed hereunder.

4. Communicate with the COOPERATOR on any changes to the Agreement.

B. Responsibilities of the COOPERATOR. The COOPERATOR shall:

1. Dedicate, by appropriate action of its governing body, the real property referenced in Attachment A, Table B, to public use as a recreation area available to the general public for recreation and boating purposes only as described on the Site Dedication Form, Attachment B ("Site Dedication Form"). COOPERATOR agrees to complete the Site Dedication Form and file it as an official record in the Clerk of the Circuit Court, Levy County, Florida, which is the County that contains the PROJECT SITES. The parties further agree that the execution of this Agreement shall constitute an acceptance of the dedication of PROJECT SITES on behalf of the general public of the State. The Site Dedication shall last for the term of this Agreement unless the Agreement is terminated. Should the Agreement terminate or otherwise end, the COOPERATOR may request, and the COMMISSION shall issue a Termination of the Dedication for filing with the Clerk of Court.
2. Provide a means of ingress and egress to the PROJECT SITES.
3. Provide and maintain all structures other than boat ramps listed in Attachment A: Table B, PROJECT SITES and all existing parking spaces and ancillary facilities described in Attachment A: Table C, PROJECT FACILITIES.
4. Subject to availability of necessary funds, provide other ancillary facilities such as, but not limited to, lighting, public restrooms, picnic and recreational facilities as may be deemed, in the opinion of the COOPERATOR, to be necessary or desirable.
5. Operate and, subject to the terms of paragraph A.2 hereof, maintain PROJECT SITES, and all ancillary facilities thereon for the duration of the term of this Agreement. Such operational and maintenance responsibility shall include, but not be limited to, the maintenance of ancillary facilities, trash removal, grounds maintenance on the PROJECT SITES, and the provision of such law enforcement services as are usual and customary in order to allow the safe and orderly public utilization of the PROJECT SITES.
6. Keep the PROJECT SITES and PROJECT FACILITIES open for public use, maintained in accordance with all applicable health and safety standards, and kept in good repair to prevent undue deterioration and provide for safe public use.
7. Covenants that it has full legal authority and financial ability to develop, operate and maintain the PROJECT FACILITIES and improvements in accordance with the terms of this Agreement.
8. Communicate in writing to the COMMISSION when repairs or maintenance to be conducted by the COMMISSION in accordance with paragraph A.2 hereof are deemed necessary by the COOPERATOR.

9. Not, for any reason, convert all or any portion of the PROJECT SITES or PROJECT FACILITIES to other purposes, without prior approval of the COMMISSION. Any such conversion will result in termination of this Agreement.
10. Not charge any launch fee for use of the PROJECTS. Entrance fees may be collected by the COOPERATOR if existing at the time of the execution of this Agreement or agreed to in writing by the COMMISSION, and if done in accordance with all State and Federal laws and regulations. Entrance fees charged for the PROJECT SITES by the COOPERATOR shall be imposed uniformly upon all users without regard to age, sex, race, religion, handicap, or other lawfully prohibited condition. All entrance fees charged by the COOPERATOR for the PROJECT SITES must be uniform and consistent with fees charged throughout the COOPERATOR's jurisdiction, and must be invested back into the maintenance of PROJECT SITES or PROJECT FACILITIES, as identified in Attachment A.
11. Not normally restrict access hours between dawn to dusk to the PROJECTS unless such restriction is agreed to by the COMMISSION in writing and made part of this Agreement by way of an amendment. COOPERATOR may temporarily restrict access hours to any one or more of the PROJECTS without prior agreement by the COMMISSION in the event that there is any threat to the public health or safety by allowing continued access. Such restriction must be lifted as soon as the threat to public health and safety has ended. COOPERATOR agrees to consult with the COMMISSION as soon as reasonably practicable upon any such closure, and to work with the COMMISSION on appropriate timetables for lifting such restrictions.
12. Provide the COMMISSION with any existing documents such as surveys, design plans, or as built drawings as may be necessary for construction or repair of the PROJECTS, and to otherwise assist the COMMISSION, as appropriate, in obtaining all necessary permits for work on the PROJECTS. As available, the COOPERATOR further agrees to provide engineering services, when necessary, to address special design problems or major rebuilds and for the purpose of reviewing and signing permit applications requiring a professional engineer's signature. In the event that special design problems or major rebuilds are identified, the COOPERATOR may qualify for grant funding through the COMMISSION's programs to cover the costs of these engineering services. If the COOPERATOR does not agree to provide these engineering services, the specific PROJECT shall be removed from this Agreement.
13. Without waiving its sovereign immunity, indemnify the COMMISSION for any penalties imposed by United States, Department of Interior due to the COOPERATOR's non-compliance with applicable Federal regulations, to the extent provided or allowed by law, and subject to the limitations contained in Section 768.28, Florida Statutes. Any such penalties will be paid by the COOPERATOR.

14. Give the COMMISSION access to the PROJECT FACILITIES, through its agents and employees, for the purpose of inspecting the PROJECT FACILITIES thereon, and to perform any duties imposed hereunder. The parties agree that, in compliance with 50 CFR 80.132, those lands or waters on which capital improvements are made by the COMMISSION hereunder shall remain within the control of the COMMISSION to the extent necessary to assure the protection, maintenance, and use of the improvement(s) throughout the term of this Agreement.
15. Allow the COMMISSION to post, at the COMMISSION's expense, signs at the PROJECT SITES identifying the PROJECT FACILITIES as a Federal Aid Project, and the parties hereto as cooperators in providing boating access facilities. In addition, such signs may include public information concerning maintenance of the PROJECT SITES.

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 for a period of 20 (twenty) years, or for a period of 20 (twenty) years from the completion of any reconstruction or major repair, or significant structural alteration or addition to the PROJECT FACILITIES, approved in writing by the parties and conducted at the expense of the COMMISSION, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

3. TERMINATION. Either party may terminate this Agreement, in whole or as to any specified PROJECTS, PROJECT SITES or PROJECT FACILITIES which are the subject hereof, upon giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 60 (sixty) days prior to the termination date specified in the notice. In the event of such termination, the obligations of the parties hereunder shall cease as to the specific PROJECTS, PROJECT SITES or PROJECT FACILITIES which are the subject of termination, and such PROJECTS, PROJECT SITES or PROJECT FACILITIES shall revert to the exclusive control of the COOPERATOR. Should the Agreement terminate, the COMMISSION shall issue a Termination of the Site Dedication sufficient for recording with the Clerk of Court where the original site dedication was recorded.

4. NOTICES. Any and 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:

Laura Beagle/or Successor
Boating Access Coordinator
Florida Fish and Wildlife Conservation
Conservation Commission
620 South Meridian Street
Tallahassee, Florida
850-617-9459
Laura.Beagle@myfwc.com

FOR THE COOPERATOR:

Wilbur Dean/ or Successor
County Coordinator
Levy County, Florida
P.O. Box 310
Bronson, FL 32621
(352) 486-5218
dean-wilbur@levycounty.org

5. **AUTHORITIES.** It is understood and agreed that each party operates under its own legal authorities, policies and administration, and each party's obligations under this Agreement are thereby limited. It shall be the responsibility of each party to interpret its own authorities and policies, and make decisions as required under law and policies applicable to each.

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

Each party shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Specifically, but not by way of limitation, the parties shall comply with the provisions of section 119.0701, Fla. Stat., as those provisions relate to the services provided by each party pursuant to this Agreement.

For purposes of this Agreement, the term "custodian of public records" for the COOPERATOR shall mean the County Coordinator of COOPERATOR, or his/her designee.

IF COMMISSION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMMISSION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COOPERATOR'S CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

E-MAIL: levybocc@levycounty.org

MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

IF COOPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COOPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COMMISSION'S CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (850) 487-1764
E-MAIL: Hollie.Weathersbee@myfwc.com
MAILING ADDRESS: 620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399

7. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents when performing within the scope of their employment or agency. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

8. **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 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

d. **Legislative appropriation.** For Agreements whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

9. **FEDERAL REQUIRED CLAUSES.**

a. **Non-discrimination.** All activities pursuant to this Agreement and the provisions of Exec. Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. 794); the Age Discrimination Act

of 1975 (89 Stat. 728; 42 U.S.C. 6101 et seq.); and with all other Federal laws, regulations, and policies prohibiting discrimination on the grounds of race, color, national origin, handicap, religion, sex, or sexual orientation, in providing for facilities and service to the public.

b. Public Laws. Nothing herein contained in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the Agreement.

c. Appropriations. Nothing contained in this Agreement shall be construed as binding the COMMISSION to expend in any one fiscal year any sum in excess of appropriations made by the United States Congress, and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

10. 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.

11. 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.

12. 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.

13. 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.

14. PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with Executive Order 96-236, the COMMISSION shall consider the employment by the COOPERATOR of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the COOPERATOR knowingly employs unauthorized aliens.

15. EMPLOYMENT ELIGIBILITY VERIFICATION. The COOPERATOR shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification

System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the COOPERATOR during the term of this Agreement.

The COOPERATOR shall include in any subcontracts for the performance of work or provision of services pursuant to this Agreement the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

The COOPERATOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the COOPERATOR'S enrollment in the program. This includes maintaining a copy of proof of the COOPERATOR'S and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the COMMISSION may treat a failure to comply as a material breach of the Agreement.

16. 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.

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 below written.

Remainder of page left blank intentionally. 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 below written.

BOARD OF COUNTY COMMISSIONERS,
LEVY COUNTY, FLORIDA

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

X _____
SIGNATURE

SIGNATURE

Name: John Meeks

Name: _____

Title: Chair

Title: _____

Date: _____

Date: _____

ATTEST:

Danny J. Shipp, Clerk

APPROVED AS TO FORM:

APPROVED as to form and legality
By FWC Attorney:

Anne Bast Brown
Anne Bast Brown, County Attorney

Anthony Pinzino
Digitally signed by Anthony Pinzino
Date: 2021.04.15 12:05:34 -04'00'
SIGNATURE

Attachments:

- Attachment A: Project Sites List
- Attachment B: Site Dedication Form
 - Exhibit 1: Project Site Description, Fowlers Bluff
 - Exhibit 2: Project Site Description, Shell Mound RV-PARK
 - Exhibit 3: Project Site Description, Waccasassa
 - Exhibit 4: Project Site Description, Dewey Allen
 - Exhibit 5: Project Site Description, RestHaven Shores

Table A: PROJECTS			
FWC Ramp Number	Ramp Name	GPS Location	Exhibit(s): Site Control/Legal Description (Deed, Easement, Property Appraisal Document)
LV00001TY	Fowlers Bluff	29.396630, -83.026103	Exhibit 1: Legal Description
LV00052JB	Shell Mound RV Camp	29.209991, -83.06325	Exhibit 2: Legal Description
LV00053RZ	Waccasassa	29.2137212, -82.765797	Exhibit 3: Legal Description
LV00031KY	Dewey Allen	29.041446, -82.737409	Exhibit 4: Legal Description
LV00019CE	Rest Haven Shores	29.03319, -82.574213	Exhibit 5: Legal Description

Table B: PROJECT SITES			
FWC Ramp Number	Ramp Name	Waterbody	Structures Maintained
LV00001TY	Fowlers Bluff	Suwannee River	Boat Ramp
LV00052JB	Shell Mound RV Camp	Gulf of Mexico	Boat Ramp
LV00053RZ	Waccasassa	Waccasassa River	Boat Ramp
LV00031KY	Dewey Allen	Withlacoochee River	Boat Ramp
LV00019CE	Rest Haven Shores	Withlacoochee River	Boat Ramp

Table C: PROJECT FACILITIES		
FWC Ramp Number	Ramp Name	List of Parking Spaces & Additional Ancillary Facilities
LV00001TY	Fowlers Bluff	Limerock parking
LV00052JB	Shell Mound RV Camp	Restroom facility; grass parking area
LV00053RZ	Waccasassa	Loading docks; restroom facility; grass parking area
LV00031KY	Dewey Allen	None
LV00019CE	Rest Haven Shores	None

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Attachment A: Table A: PROJECTS, Exhibit(s), Legal Description, attached hereto (the "PROJECTS") has been developed with financial assistance provided by Sport Fish Restoration Funds, through the Fish and Wildlife Conservation Commission, under the grant program called the Sport Fish Restoration Program. In accordance with 50 CFR 80, the PROJECTS are hereby dedicated to the State of Florida for the public as boating access facilities for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR:

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

_____, Chair

Date: _____

**ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board**

_____, Clerk

APPROVED AS TO FORM:

_____, County Attorney

LV00001TY
Fowlers Bluff

Fowlers Bluff

Exhibit "A" Legal Description

The West half of Lot 9 and East Half of Lot 10, as per amended plat of Treasure Camp Addition No. 1, a recorded Subdivision of a portion of Section 32, Township 12 South, Range 13 East, as per plat recorded in Plat Book 2, Page 45, Public Records of Levy County, Florida

Including the right of egress and ingress, all riparian rights thereunto belonging or in anywise appertaining and the right to construct all necessary roads in, on and across said real property.

LV00052JB
Shell Mound RV Camp

Shell Mound

Exhibit "A" Legal Description

A parcel of land in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 1, Township 15 South, Range 12 East, described as follows: Commencing on the North line of said Section 1 at a point 353.18 feet West from the Northeast corner thereof, run thence South 50 degrees 02 minutes 44 seconds West 382.06 feet to the beginning of a curve concave to the Northwesterly, having a radius of 2864.79 feet, run thence Southwesterly 916.94 feet along said curve through a central angle of 18 degrees 20 minutes 20 seconds to the end of curve, run thence South 68 degrees 23 minutes 04 seconds West 903.69 feet, thence run North 21 degrees 36 minutes 56 seconds West 50 feet to the Point of Beginning: run thence South 68 degrees 23 minutes 04 seconds West 500 feet, thence North 21 degrees 36 minutes 56 seconds West 850 feet to the point of beginning, containing 9.76 acres, more or less.

LV00053RZ
Waccasassa

Waccasassa Boat Ramp

Exhibit "A" Legal Description

Commence at the N.W. Corner of Section 2, Township 15 South, Range 15 East, Levy County, Florida, thence run East along North line of Section 22.00 chains to the Point of Beginning; thence South 8.65 chains to North Bank of Waccasassa River; thence Northeasterly along Bank of Waccasassa to a Point 9.79 chains East of the Point of Beginning; thence West 9.79 chains to the Point of Beginning, containing 4.23 acres, more or less, situate, lying and being in Levy County, Florida.

LV00031KY
Dewey Allen

Dewey Allen Boat Ramp

Exhibit "A" Legal Description

Beginning on the South bank of Crevasse Creek, 250 feet West of the East Boundary of Section 36, Township 16 South, Range 15 East; thence South, parallel to said East Boundary of said section, 560 feet; thence West 700 feet; thence North 140 feet more or less, to the said South Bank of the said Crevasse Creek; thence northerly and northeasterly along said south bank of said creek to the Point of Beginning. The said tract being in and part of Government Lot 12, Section 36, Township 16 South, Range 15 East, and containing 7 ½ acres more or less.

LV00019CE
Rest Haven Shores

RESTHAVEN SHORES

**Exhibit "A"
Legal Description**

All the land contained in that certain park located in the SE corner of Rest Haven Shores Subdivision, bounded on the North by Lot 46 and on the West by Lot 12, as per plat recorded in Plat Book 1, Page 58. Public Records of Levy County, Florida.