

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
LEVY COUNTY FLORIDA BOARD OF COUNTY COMMISSIONERS
FOR
USE OF LEVY COUNTY 4-H EXTENSION OFFICE CLASSROOM AND SHOOTING
RANGES FOR HUNTER SAFETY PROGRAMS

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 FWC, and LEVY COUNTY FLORIDA a political subdivision of the State of Florida, by and through its Board of County Commissioners, 310 School Street, Bronson, FL 32621, hereafter called County.

WHEREAS, 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 offering Hunter Safety certification and Florida's Youth Hunter Education Challenge in Levy County, Florida.

WHEREAS, the County has a classroom and firing range located at 625 N. Hathaway Ave., Alt. 27, Bronson, FL (such classroom and firing ranges sometimes referred to herein as "County firing range and classroom"; such location containing the classroom and firing ranges sometimes referred to here as "the facility") that can be made available to the FWC for use for training and instruction on safe firearms handling and shooting;

WHEREAS, the County wishes to render assistance upon request, to the FWC to provide training in firearms safety through the FWC's hunter safety program, to the extent that it is lawfully able to do so without impeding its primary mission;

WHEREAS, the FWC under Sections 379.3581 and 379.3582, Florida Statutes, is required to institute and coordinate a statewide Hunter Safety course training which include safe handling of firearms, conservation and hunting ethics; and

WHEREAS, the FWC offers the Youth Hunter Education Challenge for Hunter Safety course graduates to hone their hunting skills; and

WHEREAS, this Hunter Safety course training and Youth Hunter Education Challenge offered by the FWC requires classroom instruction as well as the shooting of a firearm on a firing range.

NOW THEREFORE, the FWC and the County, through their undersigned agents, 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 FWC.

1. The FWC may only use the County's firing range and classroom for the purposes of this Agreement.
2. The FWC shall schedule use of facility at least 30 days in advance of event with Levy County 4-H.
3. The FWC assumes all liability for its certified instructors, students and other individuals involved or associated with the FWC's Hunter Safety course training session and the FWC's Youth Hunter Education Challenge while using the County's firing range and classroom. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.
4. At all times that the range and classroom is utilized by the FWC, the FWC shall ensure that a certified range safety officer, trained by the FWC, is present and the appropriate ratio of range officer to participants on the firing range is met in accordance with the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission requirements.
5. The FWC shall be responsible for coordinating a salaried County employee or an approved Levy County volunteer for opening and closing facility after hours. If the FWC cannot coordinate a salaried County employee or an approved Levy County 4-H volunteer, then the FWC has the option of either cancelling the use of the facility or to contract with an hourly County employee, under a separate agreement, for a minimum of 4 hours per day at a rate of 1.5 times their normal hourly salary.
6. The FWC shall be responsible for the oversight and operation of the Hunter Safety course training session and the Youth Hunter Education Challenge and is solely responsible for supervising and instructing all participants in these FWC programs utilizing the County's firing range and classroom.
7. The FWC is solely responsible for determining who is eligible to use the County's firing range and classroom and shall ensure that only qualified participants take part in the Hunter Safety course training session or the Youth Hunter Education Challenge.
8. The FWC shall conduct background screening for all its certified instructors and other individuals involved or associated with the FWC's Hunter Safety course training and the FWC's Youth Hunter Education Challenge that use the facility, at the same or more stringent levels as volunteer screenings are performed under County policies and as may otherwise be required by state or federal law.
9. The FWC understands that proper security of the County's firing range and classroom is a priority and will conduct the Hunter Safety course training session and Youth Hunter Education Challenge using appropriate firearm safety protocols.
10. The FWC shall ensure that participants using the County's firing range and classroom in the Hunter Safety course training session and Youth Hunter Education

Challenge will abide by any posted rules at the County's firing range, where applicable.

11. The FWC is responsible for all materials and supplies (e.g., weapons, ammunition, etc.) used in the Hunter Safety course training session and Youth Hunter Education Challenge.

12. The FWC is responsible for cleaning the County's firing range (e.g., pick-up of dispensed shells/cartridges, etc.) after each use by the FWC unless otherwise directed by County staff.

13. The FWC shall be responsible for ensuring that all weapons brought onto County property, including but not limited to the County's firing range, in conjunction with the Hunter Safety course training session and the Youth Hunter Education Challenge are secured at all times when not in use and utilized in a manner that will ensure the security and safety of all participants, as well as County personnel.

14. The FWC may only use the identified County firing range and classroom located at 625 N. Hathaway Ave., Alt 27, Bronson, FL for the purpose of fulfilling its statutory duties under Sections 379.3581 and 379.3582, Florida Statutes (2013).

B. Responsibilities of Levy County.

1. Allow the FWC Hunter Safety Program to conduct a minimum of three (3) and a maximum of five (5) hunter safety certification courses at the extension office range and classroom facilities annually at mutually agreed upon times that do not conflict with extension and 4-H activities. This will include one (1) course during the summer specifically for the Levy County 4-H summer day camp program.

2. Allow the use of the range and classroom facilities on Saturday in April every even numbered year (example: 2014, 2016) to conduct a Youth Hunter Education Challenge event.

3. Whenever possible, provide a salaried County employee or an approved Levy County 4-H volunteer for opening and closing the facility after hours.

2. **FINANCIAL OBLIGATIONS.** The FWC and the County acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, FWC shall be responsible for such costs under a separate procurement method. If the County anticipates that a cost will be incurred by the County, the County can send an estimate of those costs to the FWC Regional Hunter Safety Coordinator for approval. The FWC shall only be responsible for the costs of the County that have been approved by FWC in writing. However, if the FWC fails to approve the anticipated costs in writing, the County will not be responsible for providing the items or services associated with a cost.

3. **TERM OF THE AGREEMENT.** It is understood and agreed that the relations 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 June 30, 2023, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

4. **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 30 days prior to the termination date specified in the notice.

5. **NOTICES.** Any and all notices shall be delivered to the parties at the following address (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 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:

Ashley Williams
Regional Hunter Safety Coordinator
FWC North Central Region
3377 East UD Highway 90
Lake City, FL 32055
386-758-0525
Fax 386-758-0533
Ashley.Williams@MyFWC.com

FOR THE COUNTY:

Ed Jennings
Levy County Extension Director
625 North Hathaway Avenue, Alt. 27
Bronson, FL 32621
352-486-5131
Fax 352-486-5481
edjennin@ufl.edu

WITH A COPY TO:

Board of County Commissioners
310 School Street
P.O. Box 310
Bronson, Florida 32621
352-486-5218
Fax: 352-468-5167

6. **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 decision as required under law and policies applicable to each. This Agreement is hereby entered into under the following authorities, and other applicable law:

- A. Levy County: Chapter 125 and Section 163.01, Florida Statutes.
- B. FWC: Article IV, Section 9, Florida Constitution.

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

8. **LIABILITY.** Each party hereto agrees that is shall be solely responsible for the negligent or wrongful acts of its employees and argents. The FWC shall hold County harmless from any

costs, claims, liabilities, or obligations of whatever nature that may arise from the acts of omissions by the FWC in the operation of this Agreement. Notwithstanding any of the foregoing, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitation on liability.

9. **INSURANCE.** Each party shall be self-insured and shall provide evidence of such self-insurance to the other party.

10. **STATE REQUIRED CLAUSES.**

A. **Non-discrimination.** No person, on the ground 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 good 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), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform as a grantee, supplier, 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, Florida Statutes, for Category Two, 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 and obligation to pay is contingent upon an annual appropriation by the Legislature.

11. **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.

12. **SEVERABILITY AND CHOICE OF VENUE.** This Agreement has been delivered in the State of Florida and shall be constructed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in a 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 will be ineffective to the extent of such prohibition or invalidity, without invalidation the reminder 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.

13. **NO THIRD-PARTY RIGHT.** The parties hereto do not intend nor shall this Agreement be constructed to grant any rights, privileges or interest to any person not a party to this Agreement.

14. **JURY TRIAL WAIVER.** As a 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 merit.

15. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the Commission shall consider the employment by the County 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 County knowingly employs unauthorized aliens.

16. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The County 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 County during the term of this Agreement.

The County 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 County 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 FWC or other authorized state entity consistent with the terms of the County's enrollment in the program. This includes maintaining a copy of proof of the County'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 FWC may treat a failure to comply as a material breach of the Agreement.

17. **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.

LEVY COUNTY FLORIDA BOARD OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Matthew Brooks
Commission Chair

George Warthen
Digitally signed by George Warthen
Date: 2020.09.08 08:56:00 -04'00'

George Warthen, Director
Division of Hunting and Game Management

Date _____

Date 9-8-2020

ATTEST:

APPROVED as to form and legality:

Danny J. Shipp, Clerk

HG Vielhauer
Digitally signed by HG Vielhauer
Date: 2020.08.19 15:42:42 -04'00'

Approved as to form and legality:

Commission Attorney



Anne Bast Brown, County Attorney

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