

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

WITNESSETH:

WHEREAS, 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 COMMISSION for use for training and instruction on safe firearms handling and shooting;

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

WHEREAS, COMMISSION 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 COMMISSION requires classroom instruction as well as the shooting of a firearm on a firing range.

NOW, THEREFORE, the COMMISSION and the COUNTY, through their undersigned agents, agree as follows:

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. The COMMISSION may only use the COUNTY'S firing range and classroom for the purposes of this Agreement.

- A.2. The COMMISSION shall schedule use of facility at least 30 days in advance of event with Levy County 4-H.
- A.3. The COMMISSION 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 COMMISSION'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 limitation on liability.
- A.4. The COMMISSION shall ensure that a certified range safety officer, trained by the COMMISSION, 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 at all times the range and classroom are utilized by the COMMISSION.
- A.5. The COMMISSION shall be responsible for coordinating a salaried COUNTY employee or an approved Levy County volunteer for opening and closing facility after hours. If the COMMISSION cannot coordinate a salaried COUNTY employee or an approved Levy County 4-H volunteer, then the COMMISSION 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.
- A.6. The COMMISSION 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 COMMISSION programs utilizing the COUNTY'S firing range and classroom.
- A.7. The COMMISSION 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.
- A.8. The COMMISSION shall conduct background screening for all its certified instructors and other individuals involved or associated with the COMMISSION'S Hunter Safety course training and the COMMISSION'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.
- A.9. The COMMISSION 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 firearms safety protocols.
- A.10. The COMMISSION 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.
- A.11. The COMMISSION 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.

- A.12. The COMMISSION is responsible for cleaning the COUNTY'S firing range (e.g., pick-up of dispensed shells/cartridges, etc.) after each use by the COMMISSION unless otherwise directed by COUNTY staff.
- A.13. The COMMISSION 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.
- A.14. The COMMISSION 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.

B. Responsibilities of COUNTY.

- B.1. The COUNTY will allow the COMMISSION'S Hunter Safety Program to conduct a minimum of (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 may include one (1) course during the summer specifically for the Levy County 4-H summer day camp program.
- B.2. The COUNTY, whenever possible, will provide a salaried COUNTY employee or an approved Levy County 4-H volunteer for opening and closing the facility after hours.

Section 2. FINANCIAL OBLIGATIONS.

The COMMISSION 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, the COMMISSION 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 COMMISSION'S Regional Hunter Safety Coordinator for approval. The COMMISSION shall only be responsible for the costs of the COUNTY that have been approved in writing by the COMMISSION. However, if the COMMISSION fails to approve the anticipated costs in writing, the COUNTY will not be responsible for providing the items or services associated with the cost.

Section 3. 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 July 1, 2024 and shall remain in effect until June 30, 2027, unless otherwise terminated, suspended, or modified in writing by an appropriate amendment executed by both parties.

Section 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.

Section 5. 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:

Michael Smith
Regional Hunter Safety Coordinator
FWC North Central Region
3377 East US Highway 90
Lake City, FL 32025
386-623-3780
James.Smith@MyFWC.com

FOR THE COUNTY:

Mark Warren
Levy County Extension Director
625 North Hathaway Avenue, Alt. 27
Bronson, FL 32621
352-486-5131
mwwarren@ufl.edu

WITH A COPY TO:

Board of County Commissioners
310 School Street
P.O. Box 310
Bronson, FL 32621
352-486-5218

Section 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. COUNTY: Chapter 125 and Section 163.01, Florida Statutes.
- b. COMMISSION: Article IV, Section 9, Florida Constitution.

Section 7. PUBLIC RECORDS

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

Section 8. 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 9. 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 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.

Section 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.

Section 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.

Section 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.

Section 14. 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 Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last written below.

LEVY COUNTY FLORIDA BOARD
OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

Desiree Mills,
Commission Chair

Morgan Richardson,
Director Hunting and Game Management

Date: _____

Date: _____

ATTEST:

APPROVED as to form and legality:

Danny J. Shipp, Levy County Clerk

Daniel Shubeck,
Commission Assistant General Counsel

APPROVED as to form and legality:

Nicolle M. Shalley, County Attorney