

**Amended Agenda
City of Dunnellon
City Council Workshop
20750 River Drive, Dunnellon, FL 34431
July 7, 2021**

Due to Hurricane Elsa this Meeting has Been Rescheduled to July 12, 2021

**5:30 p.m.
Join Zoom**

<https://dunnellon.zoom.us/j/97439949136?pwd=V1BoOTB2QkY0VTFYQlhQb2NQOU0VuUT09>

Webinar ID: 974 3994 9136

Dunnellon City Council Workshop will be held on July 7, 2021, at 5:30 p.m. at Dunnellon City Hall with Social Distancing Modifications.

Anyone attending the meeting may be required to wear a mask/face covering. All attendees may be subject to screening to include a temperature check.

Public Comment

Anyone who wishes to provide public comment will be able to do so by participating in the City Council meeting in person, or via the Zoom **"AUDIO ONLY"** platform and/or telephone, by speaking during public comment portions of the meeting when recognized per the instructions below or by submitting written comments, evidence and/or written testimony in advance of the meeting via email to the City Clerk mroberts@dunnellon.org

Members of the public who would like to participate are encouraged to register in advance by Noon on Wednesday, July 7, 2021. Please see instructions below on how to register.

Instructions on How to Listen and/or Participate in the Meeting

Attachment: [Meeting Instructions \(PDF\)](#)

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence (suggested time limit: 1 minute. Mayor to request if any invitee is present to open with prayer; if no invitee is present, Mayor will ask if a Dunnellon citizen will volunteer. If no volunteers, a moment of silence will be offered. If a citizen outside of Dunnellon requests to open with prayer, (s)he may do so if no invitees/citizens volunteer.)

Roll Call

Proof of Publication - The agenda was posted on Wednesday, June 30, 2021 to the City's website and City Hall bulletin board. The agenda was amended on July 1, 2021 to add item number 11 and on July 8th to add item number 9 and backup to item numbers 5, 7 and 12

1. **Public Comments**
2. **Dunnellon Chamber & Business Association Report**

3. **Board Reports**
4. **Proposed Planned Unit Development Project - John Pierpont**
5. **Proposed Letter to Steinbrenner Family Foundation, Inc. Regarding Dunnellon Little League Support - Councilwoman Cubbage (Backup Added)**

Documents:

[Steinbrenner Foundation Letter.pdf](#)

6. **Pennsylvania Avenue Multi-Modal Project - Discussion**
7. **Blue Run Park Rules and Regulations (Backup Added)**

Documents:

[2021-02 Blue Run Park Rules and Regulations.pdf](#)

8. **Agreement #AGR1996-30 with Florida Fish and Wildlife Conservation - Discussion**

Documents:

[MOA Template FINAL 2020-05-21.pdf](#)

9. **Form DR-420 Certification of Taxable Value 2021 - Discussion (Amended Item Added)**
10. **Lions Club Property Discussion - Mayor White**
11. **Dunnellon Police Station - Discussion**
12. **Approve Change Orders and Amended Contract Price for Ernie Mills and Short Tower Way Parking Lot Projects Agreement #AGR2021-01 (Amended Backup Added) - Troy Slattery, Public Works Manager (Amended Item Added)**

Documents:

[Ernie Mills and Short Tower Way Project Summary.pdf](#)

13. **Social Media Discussion - Vice Mayor Hanchar**
14. **Council Comments**
15. **Department Head Comments**
16. **City Attorney Comments**

17. Public Comments

- Tentative Agenda for Council Meeting Monday, July 12, 2021 at 5:30 p.m.

Consent Agenda

- Approval of Minutes
- Authorize the City Clerk to Certify Form DR-420 Certification of Taxable Value-2021 and set the 1st Public Hearing for the FY 2021-2022 Tentative Budget and Tentative Millage Rate on September 13, 2021 with the Final Public Hearing on September 27, 2021
- Planning Commission Membership:
 - Chairwoman Brenda D'Arville Re-Appointment
 - Resignation of Vice Chairwoman Lisa Sheffield
 - 1st Alternate Kathy Dunn for Consideration of Regular Member Appointment
 - New Member Application, City Resident Donna Walters, for Consideration of 1st Alternate

Regular Agenda

- Dunnellon Police Chief - Evaluation
- Protect Our Neighborhoods - Review of Citizens Survey
- Change Orders and Amended Contract Price for Ernie Mills and Short Tower Way Parking Lot Projects, Agreement #AGR2021-01

Any Person Requiring a Special Accommodation at This Hearing Because of a Disability or Physical Impairment Should Contact the City Clerk at (352) 465-8500 at Least 48 Hours Prior to the Proceeding. If a Person Desires to Appeal Any Decision with Respect to Any Matter Considered at the Above Meeting or Hearing, He or She Will Need a Record of the Proceeding, and for Such Purpose, He or She May Need to Ensure That a Verbatim Record of the Proceedings Is Made, Which Includes the Testimony and Evidence Upon Which the Appeal Is to Be Based. The City Is Not Responsible for Any Mechanical Failure of Recording Equipment.

Steinbrenner Family Foundation,

Dunnellon loves baseball! We also love the greater Dunnellon area's children. Our hometown Little League program welcomes about one hundred seventy five of our immediate area youngsters to Dunnellon Little League every spring to nurture their athletic and social skills through America's number one youth team sport.

Little League Baseball has become an integral part of our community, bringing families together at the playing fields. Managed by Dunnellon Little League for three generations, the Dunnellon Little League Sports Complex contains seven playing fields and is leased from the Florida Department of Environmental Protection. The City pays the annual lease fee for the complex located on a Florida Greenways property. The City Council members recently approved donations to the Dunnellon Little League totaling \$15,000. This donation will help to pay the expenses of maintaining the necessary infrastructure of the ballpark. The aging ballpark facility has immediate needs for complete light pole replacements, a new concession stand and playground repairs.

The City of Dunnellon donation will assist with the remedy of these chronic problems, but it is hardly enough. Our City has a population of 2,057 and \$15,000 is what we can afford at this time. Community business partners have greatly contributed by sponsoring multiple age-level teams. However, it would take at least another \$15,000 to put the ball park into the proper condition to serve the Dunnellon Little League players as well as the hundreds more who come to compete with our hometown teams in regional tournaments.

We know for certain that the Steinbrenner Family Foundation and the Dunnellon community members are of like mind. We know that the Steinbrenner Family has been supporting athletic programs for children here in Florida for a long time and in a big way. We hope that you might give a community right here in Marion County an assist. Our Little League ballpark is desperate for repairs so we may continue our age specific team programs as well as the hosting of ball games with other Little League teams in our region.

In closing and as mentioned, our City Council has recently delivered funding totaling \$15,000 to the Dunnellon Little League to assist them in getting the lights back on at the playing fields. We are asking if the foundation would consider a matching contribution of \$15,000 to help pay for playground repairs and the rebuild of the concession stand. The parents and grandparents of our young ball players will build the stand board by board, nail by nail; but due to the expense of the lumber and materials needed, the funds for the purchase is currently not in hand. Please help us in our Dunnellon community endeavor to support the Dunnellon Little League.

We thank you from the bottom of our hearts,

Mayor William P. White
And The Dunnellon City Council

1 **ORDINANCE #ORD2021-02**

2
3 **AN ORDINANCE OF THE CITY OF DUNNELLOON, FLORIDA,**
4 **AMENDING CHAPTER 46 OF THE CODE OF ORDINANCES OF THE**
5 **CITY OF DUNNELLOON BY CREATING ARTICLE III – BLUE RUN**
6 **PARK; ESTABLISHING RULES AND REGULATIONS FOR BLUE RUN**
7 **PARK VIA ORDINANCE; ESTABLISHING FINES FOR VIOLATIONS**
8 **ESTABLISHING THE APPEAL PROCESS; PROVIDING FOR**
9 **CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR**
10 **CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

11 **WHEREAS,** the City Council of the City of Dunnellon recognizes the Blue of
12 Dunnellon Park Management Plan requires that regulations for park use be set; and
13

14 **WHEREAS,** the City Council wishes to codify certain regulations previously set by
15 resolution and expand regulation of Blue Run Park ensure compliance through a fine system;
16 and
17

18 **WHEREAS,** the Dunnellon City Council determines that it is in the best interest of
19 its residents to adopt the rules and regulations herein.
20

21 **LEGISLATIVE UNDERSCORING:** Underlined words constitute additions to the City of
22 Dunnellon Code of Ordinances, ~~strikethrough~~ constitutes deletions from the original, and asterisks
23 (***) indicate an omission from the existing text which is intended to remain unchanged.
24

25 **NOW THEREFORE BE IT ORDAINED BY THE CITY OF DUNNELLOON, FLORIDA**
26 **AS FOLLOWS:**

27 **SECTION 1:** The “whereas” clauses cited herein are the legislative findings of the City
28 Council.
29

30 **SECTION 2:** Chapter 46 – Parks and Recreation, Article III – Blue Run Park is hereby created
31 as follows:
32

33 **Article III – Blue Run Park.**

34 **46-75. - Authority to establish additional regulations.**

35 The City Council authorizes the establishment of additional rules and regulations beyond those
36 specified within this Article in order to regulate the safe use and protection of Blue Run Park, its
37 users and its adjoining areas, to include, but not be limited to, special rules and regulations for
38 parking, emergency access, reasonable limitations on use of the Blue Run Park, and encouraging
39 nonvehicular traffic to and from Blue Run Park. Such rules and regulations may be presented to
40 and passed by resolution of the City Council.

41 Sec. 46-76. - Reports to council.

42 The City Clerk shall report biannually to the city council to review and revise the matters set forth
43 in this Article and as passed by separate resolutions, if any.

44
45 Sec. 46-77. - Blue Run Park User Rules and Regulations. The following rules and regulations
46 for use of Blue Run Park shall apply.

47 a) Park hours are from dawn to dusk.

48

49 b) Alcoholic beverages are prohibited.

50

51 c) Fires are prohibited.

52

53 d) Private motorized vehicles are prohibited beyond the parking area, except for those used
54 for accessibility by persons with disabilities.

55

56 e) Overnight use or camping is prohibited.

57

58 f) Pets must be on a leash and controlled at all times, and owner must clean up after.

59

60 g) Excessive removal or cutting of vegetation is prohibited.

61

62 h) Collecting or harassing wildlife in any stage of life or form is prohibited, except fishing is
63 allowed.

64

65 i) Discharging of any firearm in the park is prohibited. [AH1]

66

67 j) Trash must be placed in designated containers.

68

69 k) Depositing personal trash from off-site is prohibited.

70

71 l) Damaging or defacing any park facility or sign is prohibited.

72

73 m) Commercial use is prohibited except for drop off and pick up by licensed City Business
74 Tax Receipt tube and kayak companies. [AH2]

75

76 n) Engaging in violent or disruptive behavior or refusal to follow directions of official staff
77 is prohibited.

78

79

80 Sec. 46-78. - Penalties—Fine schedule for civil municipal code violations.

81 (a) Violations of the provisions of this Article, or failure to comply with any of the
82 requirements as stated, shall constitute a civil municipal code violation.

83
84 (b) Any person who violates this chapter or fails to comply with any of its provisions shall be
85 issued a civil municipal code violation.

86
87 (c) Contents of civil municipal code violation ticket. The ticket shall specifically describe the
88 following:

89
90 (1) Specify the nature of the violation;

91
92 (2) Indicate the amount of the fine;

93
94 (3) Give notice to the violator that he or she must pay the fine within 30 days or appeal
95 the ticket; and

96
97 (4) Describe the procedures to be followed in either paying such fine or electing not to
98 pay such fine and requesting a hearing before a county court official concerning the
99 violation, and the penalty for failure to comply with the directions on the ticket. A
100 sequential numbering system shall be used.

101
102 (d) Computation of time. If the last day of any time period described in this section falls on a
103 Saturday, Sunday or legal holiday, the time period shall run until the end of the next day
104 which is neither a Saturday, a Sunday nor a legal holiday.

105
106 (e) All civil municipal code fines under this Article, will be \$XX.00 per violation.

107

108 OR SCHEDULE OF FINES SPECIFIC TO OFFENSE^[AH3]

109 Sec. 46-79. - Payment of fine; appeals.

110 (a) Violations of this division shall be referred to the county court for the county of the Fifth
111 Judicial Circuit.

112
113 (b) An individual receiving a ticket pursuant to this section shall have 30 days from the date
114 of issuance to pay the fine per the instructions on the ticket or request an appeal per
115 subsection (c) below.

116
117 (c) Appeal of civil municipal code fine ticket.

118
119 (1) Any individual who receives a civil ticket issued pursuant to the requirements of this
120 chapter may voluntarily elect to appeal the ticket and request a hearing within 30

121 days from issuance of the ticket, by requesting an appeal with the county court for
122 the county of the Fifth Judicial Circuit per the instructions on the ticket.

123
124 (2) Any person who elects to appear before a designated official to present evidence
125 waives his or her right to pay the fine cited on the ticket. The official, after a hearing,
126 shall make a determination as to whether a violation has been committed and may
127 impose a civil penalty or the fine amount designated on the ticket, plus court costs.

128
129 (d) Failure to pay fine. If the fine is not paid within 30 days from issuance, and no appeal is
130 filed, then the appearance before the county court of persons who fail to comply with the
131 provisions of this division will be compelled by the issuance of a summons by the deputy
132 clerk of the court for the county of the Fifth Judicial Circuit. A warrant shall be issued by
133 the court for the arrest of any person who fails to appear in response to such summons.

134

135 **SECTION 3. CONFLICTS.** In any case where a provision of this Ordinance is found to be in
136 conflict with a provision of any other ordinance of this City, the provision which establishes the
137 higher standards for the promotion and protection of the health and safety of the people shall
138 prevail.

139 **SECTION 4. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this
140 Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not
141 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
142 word, or portion of this Ordinance not otherwise determined to be invalid, unlawful or
143 unconstitutional.

144 **SECTION 5. CODIFICATION.** The provisions of this Ordinance shall be codified as and
145 become and be made a part of the City of Dunnellon Code of Ordinances. The sections of this
146 Ordinance may be renumbered or re-lettered to accomplish such intention and the word
147 “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word.
148 The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

149 **SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon
150 adoption at the second reading/public hearing.

151 **Upon motion duly made and carried,** the foregoing Ordinance was approved upon the first
152 reading on the ___ day of _____ 2021.

153

154 **Upon motion duly made and carried,** the foregoing Ordinance was approved and passed upon
155 the second and final reading and public hearing on the ___ day of _____ 2021.

156

157 Ordinance Posted on the City’s website on _____, 2021. Public hearing advertised on
158 the City’s website on _____, 2021 and advertised in the Riverland News on _____
159 ____, 2021.

160
161

162 ATTEST:

CITY OF DUNNELLON

163

164 _____

165 Amanda L. Roberts, CMC

William P. White, Mayor

166 City Clerk

167

168
169 Approved as to Form:

170

171 _____

172 Andrew J. Hand, City Attorney

173

174

CERTIFICATE OF POSTING

175

176

177 **I HEREBY CERTIFY** that copies of the foregoing Ordinance were posted at City Hall, the
178 Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the
179 City’s Official Website this _____ day of _____ 2021.

180

181

182 _____

183 Amanda L. Roberts, CMC

184 City Clerk

185

186

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
<Cooperator Name>
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 <Cooperator Name>, <Cooperator Address>, 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 in part from the Sport Fish Restoration Act – Boat Access program and in 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.

1. Provide labor, equipment, and materials to maintain the structure or improvements at the PROJECT SITES described in Attachment A: Table B.
2. Agrees to perform all structural maintenance and improvements to 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

1. Agrees to dedicate, by appropriate action of its governing body, the real property referenced in Attachment A, Table A, Exhibit(s), and by its acceptance to the provisions of this Agreement does hereby dedicate it to public use as a recreation area available to the general public for recreation and boating purposes only. COOPERATOR agrees to complete the Site Dedication Form, Attachment B, and file it as an official record in the Clerk of the Circuit Court with jurisdiction over 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. Agrees to provide a means of ingress and egress to the PROJECT SITES.
3. Agrees to provide and to maintain all existing parking spaces and ancillary facilities described in Attachments A: Table C, PROJECT FACILITIES.
4. COOPERATOR further agrees, subject to availability of necessary funds, to 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. Agrees to 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. Shall 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. Shall not, for any reason, convert all or any portion of the PROJECT SITES or PROJECT FACILITIES to other purposes, without prior written approval of the COMMISSION. Any such conversion will result in termination of this Agreement.

10. Agrees that no launch fee shall be charged by the COOPERATOR. 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. Agrees not to restrict access hours between dawn to dusk to boat launching facilities comprising the PROJECTS unless such restriction is agreed to by the COMMISSION in writing and made part of this Agreement by way of an amendment.

12. Agrees, upon request, to 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 project facilities 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 going forward.

13. To the extent applicable by law, agrees to 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 provide by law. Any such penalties will be paid by the COOPERATOR.

14. Agrees to 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. Agrees to allow the COMMISSION to post, at its own 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 **twenty (20) years**, or for a period of twenty (20) 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 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 thirty (30) 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 PROJECT SITES or PROJECT FACILITIES which are the subject of termination, and such 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 for filing with the Clerk of Court where the original site dedication was filed.
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
Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida
Phone: (850) 617-9459
Fax: (850) 488-9284

Email: Laura.Beagle@MyFWC.com

FOR THE COOPERATOR:

<Cooperator Contact Name>/ or Successor
<Cooperator Contact Title>
<Cooperator Organization Name>
<Cooperator Address>
<Cooperator City, State Zip>
Phone: <Cooperator Phone>
Fax: <Cooperator Fax>

Email: <Cooperator Email>

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.
7. **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.
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 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.

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.

<COOPERATOR>

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

SIGNATURE

SIGNATURE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED as to form and legality
by FWC Attorney:

SIGNATURE

Attachments:

Attachment A: Projects List *(Tables identifying ramp number, name, location, structures, parking and ancillary facilities.)*

Attachment B: Site Dedication Form

Exhibits: Project Site Description *(Multiple Exhibits if the COOPERATOR, i.e. County, owns multiple ramps that could be included in this Agreement.)*

**Ernie Mills and Short Tower Way
Parking Projects**

		Ernie Mills (PW)	Short Tower Way (ST)	Total
Budget		393,750.00	210,750.00	604,500.00
Original Contract		375,670.84	134,857.91	510,528.75
Change Orders				
	1	11,120.00		signed
	2		7,392.04	signed
	3		3,339.24	signed
	4	8,900.70		signed
	5	8,696.00		not signed
	6	(2,100.00)		not signed
	7		700.00	not signed
	8	800.00		signed
	9	2,994.00		not signed
	10		2,365.00	not signed
Total Change Orders		30,410.70	13,796.28	44,206.98
Amended Contract		406,081.54	148,654.19	554,735.73
Payments				
Pay App #1		59,048.28	28,310.90	87,359.18
Pay App #2		40,707.58	85,264.27	125,971.85
Pay App #3		121,460.38	8,522.90	129,983.28
Pay App #4		113,776.73	2,912.02	116,688.75
Total Payments		334,992.97	125,010.09	460,003.06
Contract Balance Remaining		71,088.57	23,644.10	94,732.67
Budget Over/(Under)		12,331.54	(62,095.81)	(49,764.27)