

**AGREEMENT BETWEEN ALACHUA COUNTY AND MICHAEL MAGEE AND STEVEN
WARD FOR HUNTING AND CARETAKING SERVICES IN THE PHIFER ADDITION RFP
19-921**

This Agreement is entered into this _____ day of _____, 20____ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Michael Magee ("Lead Hunter")** doing business at 4216 NW 48th Place, Gainesville, FL 32606 and **Steven Ward ("Hunter")**, doing business at 11306 NW 193rd, Micanopy, FL 32667 hereinafter referred to collectively as the "Hunters". Collectively hereinafter County and the Hunter(s) are referred to as the "Parties"

WITNESSETH

WHEREAS, in 2009 the 325-acre Phifer Addition tract was acquired by the County through the Alachua County Forever (ACF) Program and is managed as part of Phifer Flatwoods Preserve to protect, improve and manage its natural resources for future generations; and,

WHEREAS, On January 22, 2013, the County adopted the Alachua County Forever Hunting Business Plan. The Plan's intent is to establish principles to guide appropriate management of recreational hunting on ACF-managed lands. The Multi-year Hunting Agreement is one mode of hunting outlined in the Hunting Business Plan, that provides limited hunting opportunities in exchange for caretaking and maintenance services on particular properties; and

WHEREAS, the County issued Request for Proposal #19-921 seeking Hunters to furnish caretaking, maintenance, security and any other agreed upon services in the **Phifer Addition Tract** in Alachua County, Florida in exchange for limited hunting opportunities; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-921, the County identified the Hunters as the top ranked response; and

WHEREAS, the County desires to contract with the Hunters to provide the services described in RFP # 19-921 and in the Hunters' RFP #19-921 submittal, and the Hunters desire to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Property.**

1.1 Phifer Addition (the "Property") is located in southeastern Alachua County at 15015 SE County Road 2082, and is surrounded by private lands. Map of location is at **Exhibit "1"**.

1.2 This Agreement is for the use of the property described in 1.1. The Hunters agree, understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. The Hunters also agrees, understands and acknowledges that the Property may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to Hunters and their invitees. The **COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PROPERTY FOR HUNTERS'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PROPERTY, AND HUNTERS AGREE THAT THEY HAVE NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY.** The Hunters hereby acknowledge, agree, represent and warrant that they have inspected the Property and have, in their sole and exclusive discretion, determined that the Property is suitable for Hunters' intended uses of the Property in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition.

2. **Term.**

This agreement is effective for five year(s) upon execution by the Parties, unless earlier terminated as provided herein.

3. **Duties of the Hunters.**

The Hunters shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "2"**.

4. **Limitation of Privileges Granted or Agreement**

The privileges granted to the Hunters hereunder will not affect, and are subservient to, the County's rights and obligations in the implementation of the management and other activities on the Property necessary to accomplish the goals of the County. **This is a non-exclusive license to use the Property and the County may continue to use the Property as it sees fit, concurrently with the term of this Agreement.**

5. **Duties of the County.**

5.1 Designate the Site Manager, which will be the Alachua County Parks and Conservation Lands Department Employee who is the manager for the Phifer Flatwoods Preserve, Phifer Additions Tract.

5.2 The County shall provide the Lead Hunter with advance notice if the County intends to use the Property during deer or turkey hunting season. The Lead Hunter is responsible for informing the Hunter of the County's use..

5.3 For site access, notice to the Lead Hunter shall be by e-mail. A courtesy phone call may also be used. Lead Hunter shall have voice mail and e-mail and check it at least daily.

6. Method of Payment.

In lieu of monetary payments to the County, and as consideration for the license provided herein, the Hunters shall provide the caretaking, site maintenance, and security services detailed in **Exhibit 2**. These services shall be completed in accordance with the specifications that follow.

7. Notice.

Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, The Hunters' and County's representatives are:

County:

Conservation Lands Manager
Parks and Conservation Lands
408 W. University Ave Suite 106
Gainesville, FL 32601

The Hunter(s):

Lead Hunter
Michael Magee,
4216 NW 48th Place,
Gainesville, FL 32606

Hunter
Steven Ward,
11306 NW 193rd,
Micanopy, FL 32667

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Procurement Division
Clerk of the Court 12 SE 1st Street
12 SE 1st Street and Gainesville, Florida 32601
Gainesville, FL 32602 Attn: Contracts/Grants
ATTN: Finance and Accounting

8. Default and Termination.

8.1 The failure of the Hunters to comply with any provision of this Agreement will place the Hunters in default. Prior to terminating the Agreement, the County will notify the Hunters in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Hunters seven (7) calendar days to cure the default, unless the default creates a dangerous condition on the Property, as determined at the sole discretion of the County Manager or designee. If the default creates a dangerous condition, there will be no additional time to correct the default and the County Manager or designee may terminate or suspend this agreement immediately. The Director of Parks and Conservation Lands is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Hunters.

8.2 The County may also terminate the Agreement without cause by providing written notice to the Hunters (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Hunters will immediately discontinue all Work and shall remove all personal property from the Property within seven calendar days of the notice of termination or it shall be forfeited to the County. In the event of such Termination for Convenience, the Hunters release the County from all claims for damages related to such termination.

9. Project Records.

9.1 General Provisions:

9.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida

Statutes, or as otherwise provided by law.

9.1.2 In accordance with §119.0701, Florida Statutes, the Hunters, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Hunters shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3 Hunters shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Hunter(s) do not transfer the records to the County.

9.2 Confidential Information:

9.2.1 During the term of this Agreement or license, the Hunter(s) may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Hunter(s) in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Hunter(s) shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Hunter(s) as "Confidential Information" or "CI."

9.2.2 The County shall promptly notify the Hunter(s) in writing of any request received by the County for disclosure of Professional's Confidential Information and the Hunter(s) may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Hunter(s) shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Hunter(s) shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such

claim, even if any such claim is groundless, false, or fraudulent. Hunter(s) shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Hunter(s) releases County from claims or damages related to disclosure by County.

9.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Hunter(s) or keep and maintain public records required by the County to perform the service. If the Hunter(s) transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Hunter(s) keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4 Compliance: A Hunter(s) who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE HUNTERS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUNTERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE, E-MAIL SMVardaman@alachuacounty.us, PHONE: (352) 264-6803, OR MAIL AT 408 W. University Ave Suite 106 Gainesville, FL 32601

10. Insurance.

The Hunters will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Exhibit "3". A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as Exhibit "3A".

11. Laws & Regulations.

11.1 The Hunters shall abide by all State of Florida hunting statutes and Florida Fish and Wildlife Conservation Commission rules and regulations, and any violation of these

rules may result in the immediate removal of the offending individual from this agreement.

11.2 As a condition precedent to the Hunters allowing any prospective individual, who is under the age of 18 and not a signatory to this Agreement, to enter the Property as a guest of the Hunters, Hunters shall obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "4" Waiver and Release for Minor** signed by the individual and the parent or legal guardian of each individual that is under the age of 18, and shall furnish the original executed and notarized forms to the County prior to the individual being allowed entry onto the Property. As an additional condition precedent to the Hunters allowing any adult over the age of 18 on the Property as a guest of the Hunters, the Hunters shall also obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "5" Waiver and Release for Adult** from every adult that will be on the Property, and shall furnish the original executed and notarized forms to the County prior to allowing any such adult to be allowed entry onto the Property. The failure of the Hunters to obtain a signed and notarized Waiver and Release as required by this Agreement shall constitute a material breach of this Agreement. The Hunters are solely responsible to ensure that all activities conducted on the Property during the term of this Agreement are conducted in a safe manner.

12. Indemnification.

THE HUNTERS HEREBY WAIVE AND RELEASE, AND AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, IT'S BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHT, PRIVILEGES, OR USES ALLOWED OR GRANTED IN THIS AGREEMENT OR FROM HUNTERS' ENTRY ONTO OR USE OF THE PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of the Hunters, its, agents or invitees, then the Hunters will defend such allegations through counsel chosen by the County. Furthermore, the Hunters will pay all costs, fees, and expenses of any defense, including but not limited to, all attorneys' fees and expenses,

court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

13. Assignment of Interest.

No party may assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and may not transfer any interest in same without prior written consent of the other party, executed with the same formalities as this Agreement.

14. Successors and Assigns.

The County and Hunters each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

15. Independent Contractor.

In the performance of this Agreement, the Hunters are acting in the capacity of independent contractors and not as agents, employees, partners, joint venturers, or associates of the County. The Hunters are solely responsible for the means, method, technique, sequence, and procedure utilized by the Hunters in the full performance of the agreement.

16. Collusion.

By signing this Agreement, the Hunters declare that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

17. Conflict of Interest.

The Hunters warrant that neither they nor any of their employees have any financial or personal interest that conflicts with the execution of this Agreement. The Hunters shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Third Party Beneficiaries.

This agreement does not create any relationship with, or any rights in favor of, any third party.

19. Severability.

Paragraphs 1, 10, and 12 are essential and indivisible provisions of this Agreement and shall be interpreted to provide the broadest protection to the County. If paragraph 1, 10,

or 12 is declared to be void by a court of law, then the entire Agreement shall be deemed void. If any other provisions of this Agreement are declared void by court of law, all other provisions will remain in full force and effect.

20. Non Waiver.

The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

21. Governing Law and Venue.

This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

22. Attachments.

All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

23. Amendments.

The parties may amend this Agreement only by mutual written agreement of the parties, executed with the same formalities as this Agreement.

24. Captions and Section Headings.

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

25. Construction.

This agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this Agreement.

26. Counterparts.

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the parties to the terms hereof.

27. Entire Agreement.

This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair


Board of County Commissioners

Date: _____

APPROVED AS TO FORM

ATTEST:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)



Alachua County Attorney's Office

HUNTERS SIGNATURE ON FOLLOWING PAGE(S)

STEVEN WARD
By Steven Ward
Print Steven Ward
Title: Hunter
Date: 10/9/2019

FOR AN ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY:

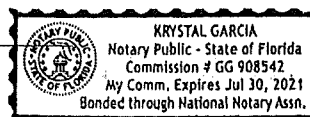
STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of October,
(20 19) by

Steven Ward
(Name of person acknowledging)

Krystal Garcia
(Official Notary Signature and Notary Seal)



Krystal Garcia
(Name of Notary Typed, Printed or Stamped)

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced

FL DL W630 799 54408-0

MICHAEL MAGEE

By Michael Magee

Print Michael Magee

Title: Lead Hunter

Date: 10/09/2019

FOR AN ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY:

STATE OF FLORIDA

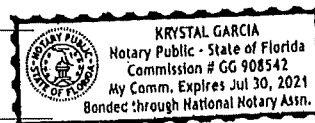
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 9th day of October,
(20 19) by

Michael Magee
(Name of person acknowledging)

Krystal Garcia
(Official Notary Signature and Notary Seal)

Krystal Garcia
(Name of Notary Typed, Printed or Stamped)

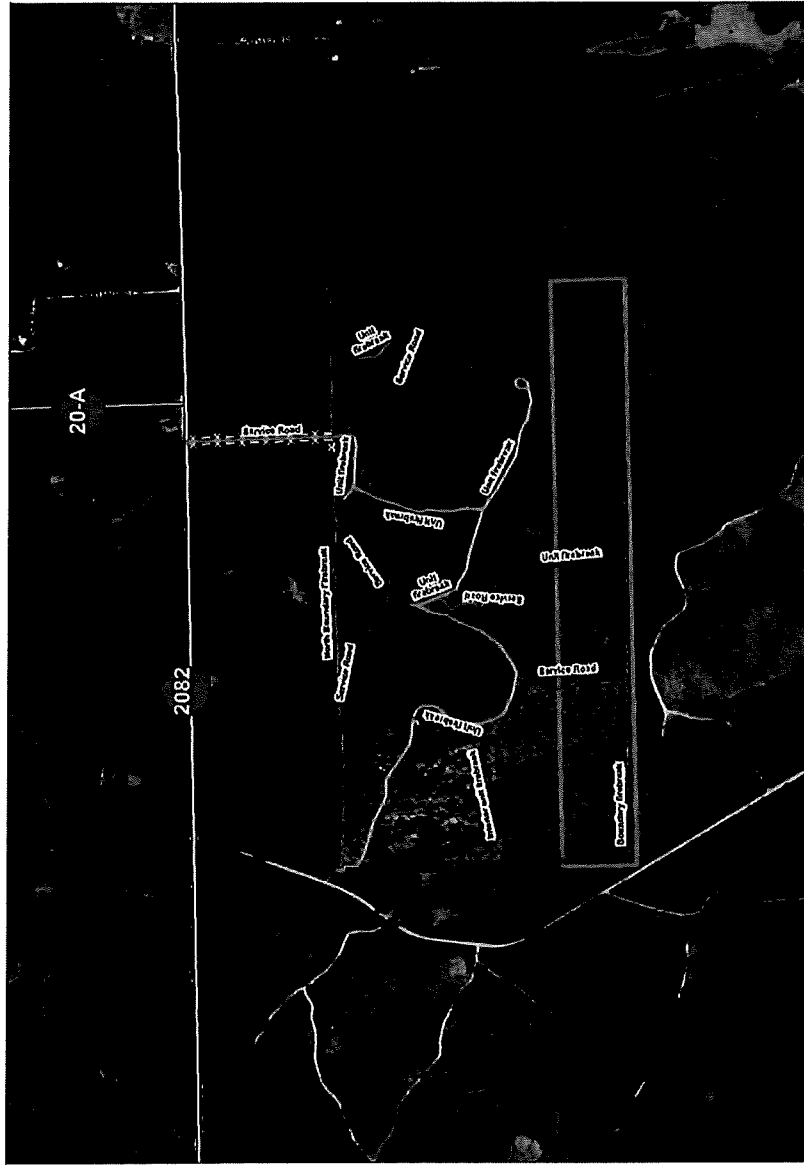


Personally Known ☒ OR Produced Identification ☐

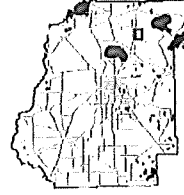
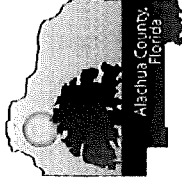
Type of Identification Produced

EXHIBIT 1: Property

Phifer Additions - Hunting License Agreement Map



- Legend**
- SURWMD Conservation Easement
 - Alachua County Conservation Lands
 - Gates
 - Fence line
 - Roads, Trails & Fielines
 - <Null> 4WD
 - Boundary firebreak 4WD
 - Interior unit firebreak 4WD
 - North Boundary Firebreak 4WD
 - Service Road 4WD
 - Service Road, MAJOR ACCESS
 - Unit firebreak 4WD
 - Unit firebreak, FOOTPATH
 - Unit firebreak, ORV



DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.



Site History

The 325-acre Phifer Addition tract was acquired in 2009 and is managed as part of Phifer Flatwoods Preserve. Phifer Addition is located in southeastern Alachua County, on County Road 2082 near the intersection of SE 152nd Street, and is surrounded by private lands. Plum Creek Timber owns adjacent land on three sides. The Plum Creek property is subject to a Conservation Easement owned by the St. Johns River Water Management District, and public hunting is managed on this property by the Florida Fish and Wildlife Conservation Commission. Natural communities within Phifer Addition include mesic and wet flatwoods, basin, dome and floodplain swamps, mesic and hydric hammock, depression marsh, and pasture.

Physical improvements on the Property include approximately 5.5 miles of roads, trails and fire breaks, two gates, approximately 2800 linear feet of three-strand barbed-wire fence, one pole barn, and one metal storage shed. In addition, several historic structures remain on the property and are to be protected from disturbance. These include a brick and stone well, two cement-construction water troughs, and several hand-made foundation piers.

A formal conservation easement is in place on the lower 80 acres of the Property. The conservation easement is owned by the St. Johns River Water Management District, and was purchased by the Gainesville Alachua County Regional Airport Authority to fulfill wetland mitigation requirements enforced by the water management district under ERP 4-001-15593-10 and ERP 40-001-15593-18. The conservation easement limits development within the boundaries of the easement in perpetuity.

The Phifer Flatwoods Preserve Phifer Addition Tract is not open to the public, although the County anticipates periodically opening the site to the public for special events.

EXHIBIT 2: Scope of Services

General Requirements

1.1. Permitted Hunting

- 1.1.1. The Hunters and a maximum of two guests each, are permitted to hunt on the Property.
- 1.1.2. A maximum of two guests for the Lead Hunter and two guests for the Hunter, whether hunting or non-hunting, are allowed on the Property at any one time. Each guest must be accompanied by either the Lead Hunter or Hunter. Additional non-hunting guests may be permitted, if approved in advance in writing by the County's Site Manager as identified in paragraph 5.1.
- 1.1.3. Hunting is permitted within the entire Property boundary (see attached map).
- 1.1.4. Wildlife harvested from the Property shall be specifically limited to the FWC seasonal limits of deer and turkey, and an unlimited number of feral hogs per year. In addition, the Hunters shall comply with wildlife management procedures that may be prescribed from time to time by the County, including but not limited to harvest quotas based on periodic population surveys.
- 1.1.5. The Hunters are permitted to hunt on the Property assisted by or otherwise accompanied by dogs, only if approved in writing by the Parks and Conservation Lands Department as part of a feral hog control plan.
- 1.1.6. The Hunters may not establish or maintain feed plots on the Property.
- 1.1.7. The Hunters may use up to four (4) non-permanent tree stands that do not penetrate the bark of a tree.

1.2. Lead Hunter and Hunter Responsibilities

- 1.2.1. The Lead Hunter shall be the party responsible for organizing and ensuring all duties are completed per the agreed upon schedule and shall be the primary contact for the site manager.
- 1.2.2. The Hunters will cease or limit activities on the Property immediately at the request of the County.
- 1.2.3. In lieu of monetary payments to the County, and as consideration for the use of the Property, the Hunters shall provide the caretaking and site maintenance services detailed below. These services shall be completed in accordance with the specifications that follow.
- 1.2.4. The Lead Hunter shall report all activities performed under the Agreement on a Monthly Site Activity Report, at Exhibit 2A to be submitted at the end of each calendar month to the County. The Monthly Site Activity Report shall be submitted on or before the fifth (5th) day of the month following the reporting period. The

Monthly Site Activity Report will include maintenance and security activities, number of hogs removed, all game harvested and facts related to such harvest.

- 1.2.5. The Hunters may not utilize subcontractors for work on the Property.
- 1.2.6. The Hunters shall not introduce hogs, or any other animals or plants onto the Property.
- 1.2.7. Guests of the Hunters shall comply with all conditions of the agreement and the Hunters shall be responsible for the conduct of the Hunters' guests.
- 1.2.8. The Hunters may not clear vegetation or mow areas for hunting purposes.
- 1.2.9. The Hunters may not injure, molest or kill wildlife, including venomous or non-venomous snakes, except as allowed in Paragraph 1.1.4.
- 1.2.10. The Hunters shall abide by all State of Florida hunting statutes and Florida Fish and Wildlife Conservation Commission rules and regulations, and any violation of these rules may result in the immediate termination of this Agreement.
- 1.2.11. The Hunters shall allow law enforcement officers or County employees to perform game checks for purposes of enforcement and collection of biological data.
- 1.2.12. The Hunters shall be available outside of the regularly scheduled security checks to inspect/assess property if requested by staff.
- 1.2.13. The Hunters shall provide the following site security:
 - 1.2.13.1. At least weekly, the Hunters shall survey the Property and notify the County within 24 hours of any issues that may affect the County's management of the Property or the Hunters' rights and obligations under the Agreement. The Hunters shall notify the County immediately of any safety or security concerns observed on the Property.
 - 1.2.13.2. The Hunters shall assist in the protection of the Property by monitoring for trespassing, archaeological looting, poaching, solid waste dumping, and vandals to the best of their ability and report all such acts to the County's Site Manager and to the proper authorities.
 - 1.2.13.3. Within 24 hours of first observation, the Hunters shall notify County staff, and the Alachua County Sheriff's Office, the Florida Forest Service (for wildfires), or FWC if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, archaeological looters, vandalism to County property, or unauthorized damage to the natural resources.
- 1.2.14. The Hunters shall perform the following site maintenance:
 - 1.2.14.1. Maintain the Property in a clean and orderly manner.
 - 1.2.14.2. Remove fallen trees from roads, trails, fire breaks, clearings, structures, fences and gates within two weeks after they occur. Install "NO TRESPASSING" signs on the Property boundary according to the Site Manager's specifications and maintain existing signs such that they are clearly visible and legible. Maintenance shall be conducted at least once a year.
 - 1.2.14.3. Regularly inspect and repair boundary fencing, gates, and signage.

- 1.2.14.4. Maintain and secure existing and future infrastructure, including fences, gates, roads, pole barns, historic wells, culverts, and sheds..
- 1.2.14.5. Remove and properly dispose of solid waste from the Property.
- 1.2.14.6. Mow, vertically trim and clear designated roads, trails and fire breaks at least 2 (two) times annually, as designated and prescribed by the County's Site Manager (up to 5.5 miles scheduled in 2019). Roads, trails and fire breaks are depicted on the attached map. Roads, trails and fire breaks to be maintained may change from year to year.
- 1.2.14.7. Harrow designated fire breaks up to 2 (two) times annually, as prescribed by the County's Site Manager (up to 4 miles scheduled for 2019). Fire breaks to be harrowed will change from year to year.
- 1.2.14.8. Mow adjacent to selected fire lines at least one time per year as designated by the County's Site Manager.
- 1.2.14.9. Additional mowing and harrowing may be incorporated into the site maintenance of the Property, as agreed upon by the County and Hunters.
- 1.2.15. The Hunters shall provide and maintain all equipment for the performance of the required site security and maintenance activities.
- 1.2.16. The Hunters shall pay for materials for repairs and maintenance on the Property, as required by this scope of services, up to \$500.00/year. Materials must be approved by County staff prior to purchase. All materials used to maintain and improve the Property shall become the property of Alachua County. Materials include: fencing, gates, hardware and the like. Materials do not include any fuel, supplies, parts and repairs for Hunters' equipment, which are solely the Hunters' responsibility. In addition, the Hunters are solely responsible for all costs of materials for repairs which result from the Hunters' misuse, waste or neglect, or that of their guest(s).
- 1.2.17. Hog control on the Property is one of the most important components of this Agreement. The Hunters shall control feral hogs on the hunted area by hunting and trapping hogs throughout the year, as necessary to control the population. All hogs must be dispatched on the Property. Documentation of successful hog control will be required (digital photograph of each euthanized hog).
- 1.2.18. The Hunters agree to avoid gopher tortoises and active gopher tortoise burrows, marked or unmarked, when mowing or operating equipment or vehicles on the Property.
- 1.2.19. The Hunters agree to mark per County specifications any tortoise burrows which, because of their location, could be collapsed by vehicular traffic (automobiles, mowers, etc).
- 1.2.20. The Hunters shall provide the County's Site Manager with keys or combinations to any locks they place on the Property, and shall notify the Site Manager if any lock is added, changed, replaced or removed from the Property.

- 1.2.21. The Hunters shall not drive vehicles off of existing roads or fire breaks on the Property, except for maintenance or mowing in areas designated by the County's Site Manager.
- 1.2.22. The Hunters shall not deface, molest or cut live or dead trees, including cabbage palm, except for those interfering with personal safety, access to the Property, or fence lines and gates.
- 1.2.23. The Hunters shall not dump or place any garbage or refuse on the Property.
- 1.2.24. The Hunters shall not build fires on the Property.
- 1.2.25. The Hunters shall maintain working e-mail addresses and phone numbers with voice mail at which they may be reached by County staff at all times for the term of the Agreement.
- 1.2.26. The Hunters shall not stay overnight on the Property and shall not establish any structures intended for camping on the Property.
- 1.2.27. The Hunters shall remove all personal property and debris upon termination of this Agreement.
- 1.2.28. Additional tasks/duties may be undertaken with the mutual written consent of the Site Manager and the Hunters.

1.3. Mowing Specifications

- 1.3.1. Roads, trails and fire breaks shall be mowed to a height of no more than 6 (six) inches.
- 1.3.2. Roads and fire breaks shall be mowed to a minimum width of 12 (twelve) feet.
- 1.3.3. Trails shall be mowed to a minimum width of 5 (five) feet.

1.4. Harrowing Specifications

- 1.4.1. Harrowing shall mean the maintenance of fire breaks using harrows or similar mechanical equipment to expose continuous, bare mineral soil. No fire plows or other equipment that leave trenches that may fill with or convey water may be utilized.
- 1.4.2. Harrowing shall expose mineral soil but penetrate no deeper than 6 (six) inches.
- 1.4.3. Boundary roads and fire breaks shall be harrowed to a minimum width of 8 (eight) feet.
- 1.4.4. Interior roads and fire breaks shall be offset-harrowed with a minimum harrowed width of 8 (eight) feet.

1.5. Road/Trail/Firebreak Vertical Trimming Specifications

- 1.5.1. Hand trim roads and trails utilizing hand tools and small power tools.
- 1.5.2. Trim roads, trails and fire breaks to a minimum height of 12 (twelve) feet.
- 1.5.3. Trim roads and fire breaks to a minimum width of 12 (twelve) feet.
- 1.5.4. Trim trails to a minimum width of 5 (five) feet.

- 1.5.5. Prune tree limbs back to branch collars to avoid re-sprouting.
- 1.5.6. Trim saplings back to root collar. Do not leave stubs (punji sticks, staubs).
- 1.5.7. Remove trimmed debris from roads, and scatter it within the Preserve's wooded areas. No debris piles may be created.

1.6. Value-added Services

- 1.6.1. In addition to the activities specified above in **Section 1.2. Hunters' Responsibilities**, the Hunters will provide the services listed below on the property, with the written consent of the Site Manager.
- 1.6.2. Run barbed wire fence.
 - 1.6.2.1. Work with Site Manager to note exotic plant species (GPS points, species, density, location, treatment) on the Monthly Site Activity Report.
- 1.6.3. Assist with storm-recovery clearing and repairs on the Property after major storm events.
 - 1.6.3.1. Remove multiple tree-falls and clear debris from roads, trails and fire breaks.
 - 1.6.3.2. Repair fences, gates and other structures on the Property damaged by such storm events.
- 1.6.4. Repair and maintain roads and road infrastructure.
 - 1.6.4.1. Fill potholes with material approved and provided by County staff.
 - 1.6.4.1.1. Grade or contour existing roads or swales.
 - 1.6.4.1.2. Repair, maintain, or replace existing culverts or low water crossings with materials approved and provided by County staff.
 - 1.6.4.2. Paint/stain wooden entry gate.
 - 1.6.4.3. Clear and maintain creek culverts.
 - 1.6.4.4. Mow open field.
 - 1.6.4.5. Survey and mark gopher tortoise burrows.
 - 1.6.4.6. Help plant longleaf pine.

1.

EXHIBIT 2A Phifer Additions Monthly Site Report

Month & Year:

Reporters Names:

Actions Performed	Yes	No	N/A	#	Notes (location, condition, # of animals taken, issues, etc):		
Mowing and Weed control							
Road maintenance Fire Break Disking					-		
Perimeter maintenance (gates, locks, fences)							
Security Patrol							
Empty/read rain gage	Date: Inches:	Date: Inches:	Date: Inches:	Date: Inches:			
Hog Removal							
Species & # of Game Animals Harvested							
Other							

Did You Find:	Yes	No	N/A	Notes:
Dumping				
Illegal Camping				
Archeological Looting				
Evidence of Poaching				
Evidence of Trespassing				
Unauthorized ATV usage				
Downed Trees/Limbs				

Vandalism				
Safety Hazards				
Significant Wildlife / Plant Sightings				
Other				

Recommendations for County Staff:

Scott Crosby, CF #12604

Site Manager

Sr. Environmental Specialist

scrosby@alachuacounty.us

Alachua County Parks and Conservation Lands

408 W. University Avenue, Suite 106

Gainesville FL 32601 Office: 352-264-6823 Cell: 352-213-0024

EXHIBIT 3: Insurance Requirements

TYPE "D" INSURANCE REQUIREMENTS "Hunters and Tenants"

Hunters shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Hunter's operation and use of the licensed premises. The cost of such insurance shall be borne by the Hunters.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$100,000 Products / Completed Operations Aggregate, \$100,000 Personal and Advertising Injury Liability, \$100,000 each Occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY. (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$300,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY. (While on County owned Property)

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

C As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Hunter may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

IV. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Hunters and premises owned, leased or used by the Hunters.

2 The Hunter's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Hunter's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Hunters for the County.

C All Coverages

1 The Hunters shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any

cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

Hunters shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Outdoor Underwriters, Inc. 140 Stoneridge Drive, Suite 230 Columbia, SC 29210	CONTACT NAME: PHONE: 1-866-961-4101 FAX: 1-803-451-5695 E-MAIL: support@outdoorund.com ADDRESS:
INSURED Quality Deer Management Association Hunting Clubs and Landowners P. O. Box 160 Bogart, GA 30622	INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds, London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	HL0192816	Aug 01, 2019	Aug 01, 2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Excl Self) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE EMPLOYEE EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L EACH ACCIDENT \$ E L DISEASE - EMPLOYEES \$ E L DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) HUNT CLUB NO.: 43187 HUNT CLUB: P.A.T., Hunt Club Michael Magee 4216 NW 48th Pl. Gainesville, FL 32605 NUMBER OF ACRES: 375 LEASED LAND LOCATION: Heathorn, Alachua County, FL 32015 ST CR 2082 LANDOWNER ADDITIONAL INSURED?: Yes					

CERTIFICATE HOLDER Alachua County Board of County Commissioners c/o Darlene Ryan, Risk Management P.O. Box 5697 Gainesville, FL 32627-5697	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (C) 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD ACORD 25 (2010/05)
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Exhibit 4: Waiver and Release For Minor

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Premises

In consideration of permitting of my minor child, _____ (name of child) (hereinafter, the "Child"), to enter the property known as Phifer Addition, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, the general location of which is depicted in the map attached hereto as Exhibit "4-A" (hereinafter, the "Property") and in consideration of permitting the Child to enter to Property, **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY CHILD'S ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that my Child is on the Premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Premises or activities occurring thereon.

I understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. These Premises may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to my Child or his/her personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREES THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY.** I hereby acknowledge, agree, represent and warrant that my child is voluntarily entering the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition with knowledge of the dangers involved, and I, as the parent or legal guardian, and with full legal authority, hereby agree to accept and assume,

on behalf of myself and my Child, ALL RISKS associated with entering the Premises, including but not limited to injury or death, property loss or damage.

I swear and affirm that I am the parent or legal guardian of the above-named Child I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Child's Signature Date _____

Child's Name (printed)

Parent/Guardian's Signature Date _____

Parent/Guardian's Name (printed)

Signed, sealed, and delivered this ____ day of ___, 2017,

By: _____

Name of Affiant (Parent)

Sworn to and subscribed before me this day of by
_____, who is personally known to me or produced
_____ as identification, and did take an oath.

Name of Notary Public Notary Public

My Commission Expires:

(date of expiration of commission)

Exhibit 4-A Property

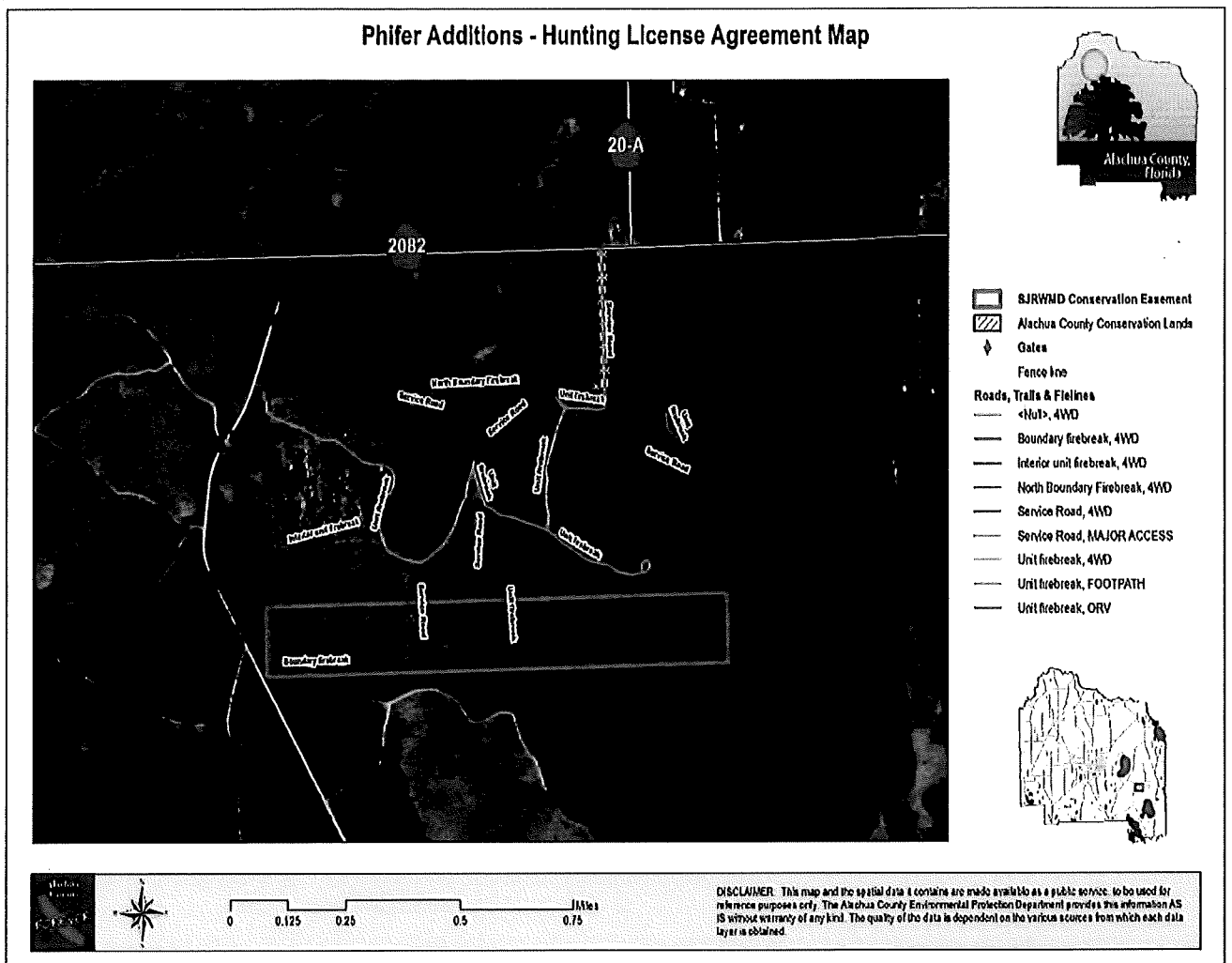


Exhibit 5: Waiver and Release for Adult

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Premises

I _____ (name) in consideration to enter the property known as Phifer Addition, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, the general location of which is depicted in the map attached hereto as Exhibit "5-A" (hereinafter, the "Premises") , **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY.** This release applies during the time that I am on the Premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Premises or activities occurring thereon.

I understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. These Premises may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to me and my personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREES THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY.** I hereby acknowledge, agree, represent and warrant that I am voluntarily entering the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition with knowledge of the dangers involved, and I hereby agree to accept and assume **ALL RISKS** associated with entering the Premises, including but not limited to injury or death, property loss or damage.

I swear and affirm that I agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

Signature Date _____

Name (Printed)

Signed, sealed, and delivered this ____ day of __, 2017,

By: _____

Name of Affiant (Parent)

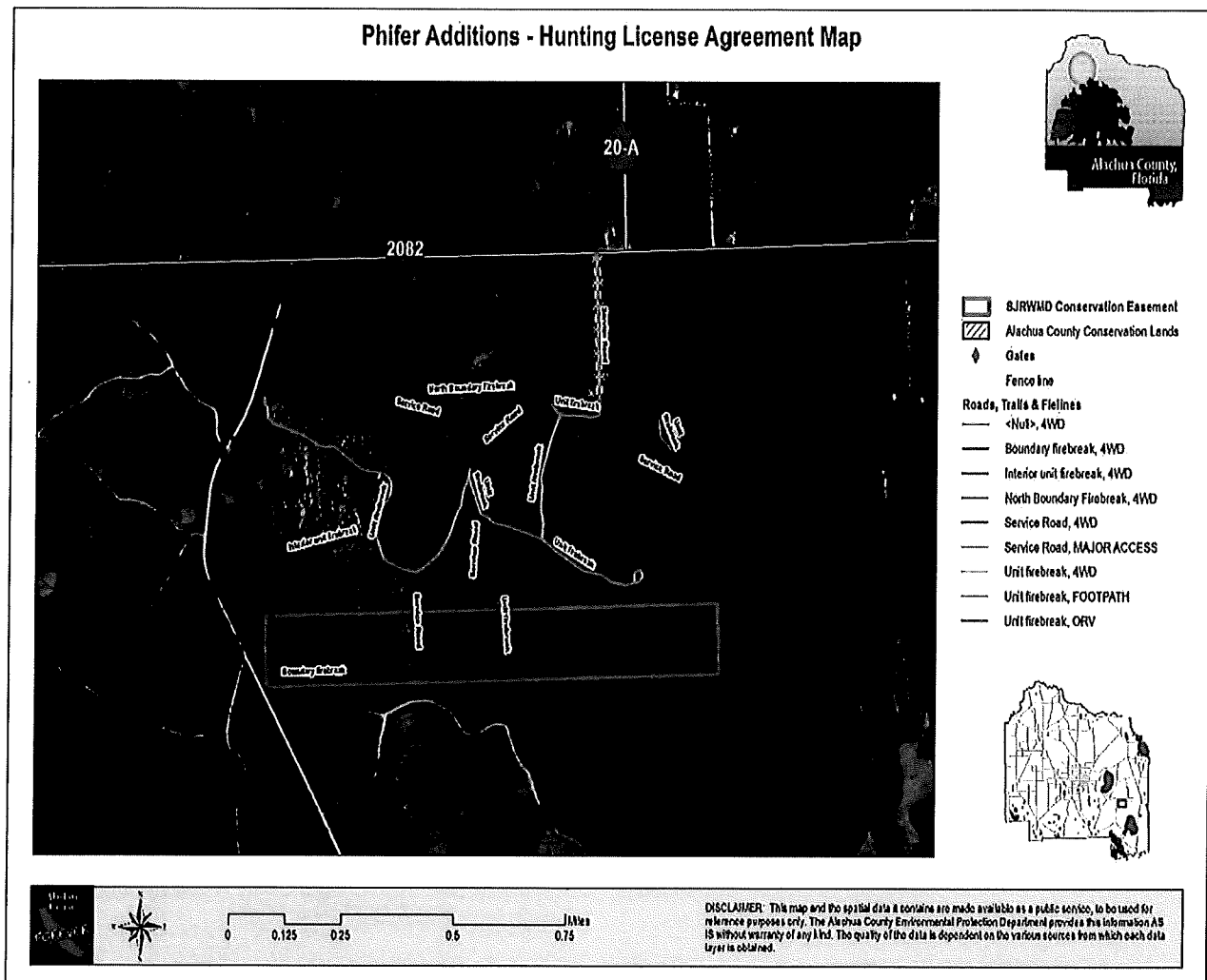
Sworn to and subscribed before me this day of by
_____, who is personally known to me or produced
_____ as identification, and did take an oath.

Name of Notary Public Notary Public

My Commission Expires: _____

(date of expiration of commission)

Exhibit 5-A: Property



Agenda Item Name:

RFP 19-921 Phifer Addition Tract Hunting Agreement-Award/Contract

Presenter:

Charlie Houder, 264.6803/ Larry Sapp, 374.5202

Description:

Approve the ranking, award and contract for 19-921 Phifer Addition Tract Hunting Agreement.

Recommended Action:

Approve the ranking, award and contract for 19-921 Phifer Addition Tract Hunting Agreement to **Michael Magee/Steven Ward**, as the top ranked firm.

1. Michael Magee/Steven Ward (Awarded)
2. Winfield Scott/Donald Schenck (Ranked 2nd)
3. William L. Polk/James A. Burry (Ranked 3rd)

Staff negotiated an agreement with the top ranked firm.

Prior Board Motions:

January 22, 2013, Item 15; Hunting Business Plan for Alachua County Forever Preserves. The Board moved to approve the Alachua County Forever Hunting Business Plan and adopt its associated principles, policies and directives to guide recreational hunting on Alachua County Forever Preserves excluding Little Orange Creek and Prairie Creek and direct staff to bring back a recommendation on how to create a local preference program for either public hunting or licensed hunting.

August 13, 2013, Item 45; Process to Solicit for Multi-year Hunting Agreements on Certain Alachua County Forever Preserves. The Board moved to approve the Alachua County Forever Hunting Request for proposals Process that will solicit Multi-year Hunting Agreements on certain County Preserves.

Fiscal Consideration:

Caretaking, maintenance and security services are being provided to the County at no cost. Entering into this agreement will save the County the cost of certain caretaking services that will be performed by the hunter/caretakers.

Background:

The Board of County Commissioners approved the Hunting Business Plan on January 22, 2013. One of the strategies was to continue the practice of allowing private entities to hunt on certain Alachua County Forever Preserves in exchange for a suite of property caretaking services that help offset the cost of managing preserves. These services

include, site security, feral hog control, mowing, and road, fence and gate maintenance and repairs. The plan calls for the County to competitively bid these opportunities. On August 13, 2013 the Board of County Commissioners approved the competitive process by which the County solicits and evaluates multi-year hunting agreements on certain Alachua County Forever Preserves.

On September 10, 2014 Alachua County entered into a five year license agreement allowing limited hunting in exchange for caretaking, maintenance and security services on the Phifer Flatwoods Preserve, Phifer Addition tract. This license agreement expired on September 14th, 2019.

Staff solicited bids for a second hunter/caretaker agreement on Phifer Flatwoods through RFP 19-921 Phifer Addition Tract Hunting Agreement for Contractual Services advertised on May 31st, 2019 and June 5th, 2019. A mandatory pre-bid meeting was held at the Phifer Additions Tract at 9:00 AM on June 6th, 2019. Three bids were received by the June 26th, 2019 bid opening date and these bids were ranked by the ranking committee at the July 25th, 2019 public meeting. Michael Magee and Steven Ward received the highest score at this meeting and the ranking committee moved to recommend them for the hunter/caretaker license agreement. Messrs. Magee and Ward won the bid for the first agreement in 2014, and consistently provided high quality service to Alachua County on the Phifer Additions Tract.

This agreement continues a history of successful, cost-saving partnerships with local hunters to take care of County Preserves.

Manager's Talking Points

October 8, 2019

RFP 19-921 Phifer Addition Tract Hunting Agreement for Contractual Services-Award/Contract

- The BoCC approved the Hunting Business Plan for Alachua County Forever Properties on January 13, 2013. This plan include a strategy to allow limited hunting privileges to private entities in exchange for caretaking services to off-set management costs on preserves.
- On August 13th, 2013 the BoCC approved the request for proposal process to solicit multi-year hunter/caretakers agreements on certain Alachua County Forever Properties.
- The County solicited bids for a multi-year hunter/caretaker agreement for the Phifer Flatwoods Preserve, Phifer Additions Tract through RFP 19-921. Three bids were received and ranked at a public meeting held on July 25th 2019 and the ranking committee moved to recommend Michael Magee and Steven Ward.
- This is the second competitively bid hunter/caretaker agreement on the Phifer Additions Tract. Michael Magee and Steve Ward won the bid for the first agreement in 2014. Messrs. Magee and Ward have consistently provided high quality service to Alachua County on the Phifer Additions Tract.