

**AGREEMENT BETWEEN ALACHUA COUNTY AND CHARLES LESCH FOR HUNTING
AND CARETAKING SERVICES IN THE NEWNANS LAKE CYPRESS PRESERVE RFP 19-**

922

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 **Charles Lesch** doing business at 18225 N. County Road 225, Gainesville, FL 32609. hereinafter referred to as the "Hunter". Collectively hereinafter County and the Hunter are referred to as the "Parties."

WITNESSETH

WHEREAS, in three separate purchases, 27 acre Newnans Lake Cypress Preserve was acquired by the County through the Alachua County Forever (ACF) Program and is managed 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 #19-922 seeking a Hunter to furnish caretaking, maintenance, security and any other agreed upon services in the **Newnans Lake Cypress Preserve** in Alachua County, Florida in exchange for limited hunting opportunities; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-922, the County identified the Hunter as the top ranked response; and

WHEREAS, the County desires to contract with the Hunter to provide the services described in RFP # 19-922 and in the Hunter' RFP #19-922 submittal, and the Hunter desires 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 Newnans Lake Cypress Preserve (the "Property") is located in east central Alachua County at 5600 SE Hawthorne Road, 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 Hunter agrees, understands and acknowledges 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 Hunter 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 Hunter 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 HUNTER'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PROPERTY, AND HUNTER AGREE THAT THEY HAVE NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY.** The Hunter hereby acknowledges, agrees, represents and warrants that he has inspected the Property and has, in his sole and exclusive discretion, determined that the Property is suitable for Hunter's 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 Hunter.

The Hunter 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 Hunter 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 Newnans Lake Cypress Preserve Tract.

5.2 The County shall provide the Hunter with advance notice if the County intends to use the Property during deer or turkey hunting season.

5.3 For site access, notice to the Hunter shall be by e-mail. A courtesy phone call may also be used. 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 Hunter 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 Hunter's and County's representatives are:

County:

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

The Hunter:

Charles Lesch,
18225 N. County Road 225,
Gainesville, FL 32609

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 1 st Street
12 SE 1 st 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 Hunter to comply with any provision of this Agreement will

place the Hunter in default. Prior to terminating the Agreement, the County will notify the Hunter in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Hunter seven 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 Hunter.

8.2 The County may also terminate the Agreement without cause by providing written notice to the Hunter (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, the Hunter 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 Hunter shall 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 Hunter, *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 Hunter 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 Hunter 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 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 in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Hunter 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 as "Confidential Information" or "CI."

9.2.2 The County shall promptly notify the Hunter in writing of any request received by the County for disclosure of Professional's Confidential Information and the Hunter may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Hunter 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 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 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 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 or keep and maintain public records required by the County to perform the service. If the Hunter 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 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 Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4 Compliance: A Hunter 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 HUNTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUNTER'S 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 Hunter 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 Hunter 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 Hunter 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 Hunter, Hunter 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 Hunter allowing any adult over the age of 18 on the Property as a guest of the Hunter, the Hunter 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 Hunter to obtain a signed and notarized Waiver and Release as required by this Agreement shall constitute a material breach of this Agreement. The Hunter is 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 HUNTER HEREBY WAIVES AND RELEASES, AND AGREES 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 HUNTER'S ENTRY ONTO OR USE OF THE PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT 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 Hunter, its, agents or invitees, then the Hunter will defend such allegations through counsel chosen by the County. Furthermore, the Hunter 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 Hunter 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 Hunter is acting in the capacity of independent contractors and not as agent, employee, partner, joint venturer, or associate of the County. The Hunter is solely responsible for the means, method, technique, sequence, and procedure utilized by the Hunter in the full performance of the agreement.

16. Collusion.

By signing this Agreement, the Hunter declares 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 Hunter warrants that neither they nor any of their employees have any financial or personal interest that conflicts with the execution of this Agreement. The Hunter 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: _____

Robert Hutchinson, Chair

Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

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

Alachua County Attorney's Office

HUNTER SIGNATURE ON FOLLOWING PAGE(S)

CHARLES LESCH

By Charles Lesch

Print Charles Lesch

Title: _____

Date: 12-18-2019

FOR AN ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY:

STATE OF FLORIDA

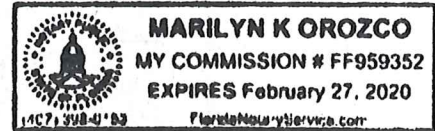
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this Jan day of 2,
(2020) by

Marilyn K Orozco Charles Lesch
(Name of person acknowledging).

Marilyn K Orozco
(Official Notary Signature and Notary Seal)

Marilyn K Orozco
(Name of Notary Typed, Printed or Stamped)



Personally Known ☐ OR Produced Identification ☒ DL.

Type of Identification Produced

EXHIBIT 1: Property

Newman's Lake Cypress Preserve - Hunting License Agreement Map

EXHIBIT 1: Property



Alachua County Conservation Lands
Wainberg_Creek
Gates



0 0.05 0.1 0.2 0.3 0.4 Miles

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 this data is dependent on the various sources from which such data is derived.

Site History

The roughly 27-acre Newnans Lake Cypress Preserve was acquired in three phases. Initially, 1.84 acres were acquired in 2007, an additional 1.3 acres were purchased in 2013, and 3.95 acres in 2014. Newnans Lake Cypress Preserve is located at 5600 SE Hawthorne Road in Alachua County, at the intersection of State Road 20 (Hawthorne Road) and Lake Shore Drive. Newnans Lake is to the east and Earl Powers Park is to the southeast of the Property. It is bordered by private property on the north, south and east sides. Newnans Lake Cypress Preserve is composed of floodplain swamp, blackwater stream, upland hardwood forest, bottomland forest, a short ditch with utility corridor, and a disturbed area.

Physical improvements on the Property include approximately a ½ acre cleared area with the remnants of several homesteads, a power pole, and a functioning water well and pump. In addition, portions of the property boundary are fenced along adjacent privately owned lands. Also, there is an historic brick water well in the wooded area of the Property that must be protected from disturbance.

The Newnans Lake Cypress Preserve 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

1.1.1 Permitted Hunting

- 1.1.1.1 Only the Hunter and a maximum of one guest are permitted to hunt on the Property.
- 1.1.1.2 A maximum of one guest of the Hunter, whether hunting or non-hunting, is allowed on the Property at any one time. Each guest must be accompanied by the Hunter. Additional non-hunting guests may be permitted, if approved in advance by the County's Site Manager.
- 1.1.1.3 Wildlife harvested from the Property shall be specifically limited to the FWC seasonal limits of deer, turkey, gray squirrel, raccoon, opossum, armadillo, coyote, nutria and an unlimited number of feral hogs per year. In addition, the Hunter 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.
- 1.1.1.4 The Hunter is permitted to hunt on the Property assisted by or otherwise accompanied by dogs, only if approved by the Parks and Conservation Lands Department as part of a feral hog control plan.
- 1.1.1.5 The Hunter shall not establish or maintain feed plots on the Property.
- 1.1.1.6 The Hunter may use up to three (3) non-permanent tree stands that do not penetrate the bark of a tree.

1.1.2 Hunter Responsibilities

- 1.1.2.1 The Hunter will cease or limit activities on the Property at the request of the County.
- 1.1.2.2 In lieu of monetary payments, the Hunter shall provide the caretaking and site maintenance services detailed below and summarized in Table 1. These services shall be completed in accordance with the specifications that follow.
- 1.1.2.3 The Hunter shall record all activities performed under the License Agreement on a Monthly Site Activity Report, to be submitted at the end of each calendar month to the County. The Monthly Site Activity Report will include maintenance and security activities, number of hogs removed, all game harvested and facts related to such harvest.
- 1.1.2.4 Subcontractors are not allowed on this bid.
- 1.1.2.5 The Hunter shall not introduce hogs, or any other animals or plants

- onto the Property.
- 1.1.2.6 Guests of the Hunter shall comply with all conditions of the agreement and the Hunter shall be responsible for the conduct of the Hunter's guests.
 - 1.1.2.7 The Hunter shall not clear vegetation or mow areas for hunting purposes.
 - 1.1.2.8 The Hunter shall not injure, molest or kill wildlife, including venomous or non-venomous snakes, except as allowed in Paragraph 1.1.1.3.
 - 1.1.2.9 The Hunter 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 individual from this agreement.
 - 1.1.2.10 The Hunter shall allow law enforcement officers or County employees to perform game checks for purposes of enforcement and collection of biological data.
 - 1.1.2.11 The Hunter shall be available outside of the regularly scheduled security checks to inspect/assess property if requested by staff.
 - 1.1.2.12 The Hunter shall provide the following site security:
 - 1.1.2.12.1 At least weekly, the Hunter 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 Hunter's rights and obligations under the Agreement.
 - 1.1.2.12.2 The Hunter shall assist in the protection of the Property by monitoring for trespassing, archaeological looting, poaching, solid waste dumping, and vandals to the best of his ability and report all such acts to the County's Site Manager and to the proper authorities.
 - 1.1.2.12.3 The Hunter shall notify County staff, and the Alachua County Sheriff's Office or Alachua County Fire Rescue if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, archaeological looters, wildfires, vandalism to County property, or unauthorized damage to the natural resources.
 - 1.1.2.13 The Hunter shall perform the following site maintenance:
 - 1.1.2.13.1 Maintain the Property in a clean and orderly manner.
 - 1.1.2.13.2 Remove fallen trees from cleared parking area, fences and gates within two weeks.
 - 1.1.2.13.3 Install "NO TRESPASSING" signs on the Property boundary according to the Site Manager's specifications.
 - 1.1.2.13.4 Regularly inspect and repair boundary fencing, gates, and signage.

- 1.1.2.13.5 Maintain and secure existing and future infrastructure.
- 1.1.2.13.6 Remove any solid waste deposited during the term of this agreement from the Property.
- 1.1.2.13.7 Mow existing cleared area along SR20.
- 1.1.2.14 The Hunter shall provide the following site development services:
 - 1.1.2.14.1 Fill in or cover small artifact looting holes on the interior of Property with hand tools.
 - 1.1.2.14.2 Remove old barbed wire fence between the acquisition parcels (~200 linear feet).
 - 1.1.2.14.3 Remove any legacy solid waste remaining on the Property from past land owners. The Hunter shall provide and maintain all equipment for the performance of the site maintenance, care taking and site security activities.
- 1.1.2.15 The Hunter shall pay for materials for repairs and maintenance on the Property, as required by this scope of services, up to \$250.00/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 Hunter's equipment, which are solely the Hunters responsibility. In addition, the Hunter is solely responsible for all costs of materials for repairs which result from the Hunter's misuse, waste or neglect, or that of their guest(s).
- 1.1.2.16 The Hunter shall control feral hogs on the Property by hunting and trapping 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 photo of each euthanized hog).
- 1.1.2.17 The Hunter shall provide the County's Site Manager with keys or combinations to any locks (s)he places on the Property, and shall notify the Site Manager if any lock is added, changed, replaced or removed from the Property
- 1.1.2.18 The Hunter shall not drive vehicles off of existing cleared areas on the Property.
- 1.1.2.19 The Hunter 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.
- 1.1.2.20 The Hunter shall not dump or place any garbage or refuse on the Property.
- 1.1.2.21 The Hunter shall not build fires on the Property.
- 1.1.2.22 The Hunter shall maintain a working e-mail address and phone number with voice mail at which (s)he may be reached by

County staff at all times for the term of the Agreement.

1.1.2.23 The Hunter shall not stay overnight on the Property and shall not establish any structures intended for camping on the Property.

1.1.2.24 The Hunter shall remove all personal property and debris upon termination of this Agreement.

1.1.2.25 Additional tasks/duties may be undertaken with the mutual consent of the Site Manager and the Hunter.

1.1.3 **Mowing Specifications**

Existing cleared area designated for a future parking lot along State Road 20 requires periodic/seasonal mowing to a height of no more than 6 (six) inches. This mowing should occur 6 times a year during the spring, summer and fall. The first mowing of the year should be early spring, the middle four mowings should be paced throughout the growing season and the last mowing should be late fall. The County may coordinate certain mowing events in advance of any volunteer or tour event on the Property and the Hunter will be provided a two week advanced notice of required mowing for these events.

1.1.4 **Value-added Services**

In addition to the activities specified above in **Section 1.1.2. Hunter Responsibilities**, the Named Hunters may provide other services they are willing to perform on the Property. The Named Hunters should list these on the attached Hunter Questionnaire. These value added services will be used to break scoring ties between prospective Named Hunters' proposals. These services may include but are not limited to:

1.1.4.1 Monitor for and control exotic plant species on the Property. For the purposes of this Agreement, exotic plant species are any that are listed in the Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species, found online at:

http://bugwoodcloud.org/CDN/fleppc/plantlists/2019/2019_Plant_List_ABSOLUTE_FINAL.pdf.

1.1.4.1.1 Note observations of exotic plant species (GPS points, species, density, location, treatment) on the Monthly Site Activity Report.

1.1.4.1.2 Spot-treat all exotic plants utilizing herbicides approved by County staff, in strict compliance with herbicide labels.

1.1.4.2 Complete building construction and earthwork projects to assist with site development:

- 1.1.4.2.1 Note: Alachua County will provide all materials required to build new construction projects and these projects shall be coordinated with the site manager.
- 1.1.4.2.2 Build a four board wooden fence around the cleared area as a future trail head.
- 1.1.4.2.3 Install 3 or 4 interpretive signs along trail or trail head.
- 1.1.4.2.4 Fill in large artifact looting holes in cleared area.

1.1.5 **Service on Additional Lands Acquired**

- 1.1.5.1 Additional land may be acquired adjacent to the current Newnans Lake Cypress Preserve property. This land may be incorporated into the agreement with the mutual consent of both parties. If additional lands are incorporated into the agreement, the responsibilities of the Hunter may increase, but the available hunting area would also increase. These services may include:
 - 1.1.5.2 Solid waste removal on new property
 - 1.1.5.3 Removal of interior fences
 - 1.1.5.4 Additional non-native invasive plant removal
 - 1.1.5.5 Post new boundary “no trespassing” signs
 - 1.1.5.6 Additional gates and fences to maintain
 - 1.1.5.7 Additional land to provide security patrols
 - 1.1.5.8 Feral hog control

EXHIBIT 2A Newnans Lake Cypress Preserve Hunting Monthly Site Report**Month & Year:** _____**Reporters Names:** _____

Actions Performed	Yes	No	N/A	#	Notes (location, condition, # of animals taken, issues, etc):
Mowing					
Road maintenance (trimming, erosion)					
Downed Trees/Limbs					
Perimeter maintenance (gates, locks, fences)					
Security Patrol					
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				
Invasive Plants				
Vandalism				
Safety Hazards				
Significant Wildlife / Plant Sightings				
Other				

Recommendations for County Staff:**Scott Crosby, CF #12604****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 "Hunter and Tenants"

Hunter 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 Hunter.

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 Hunter and premises owned, leased or used by the Hunter.

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 Hunter for the County.

C All Coverages

1 The Hunter 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

Hunter 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

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 AGREE 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

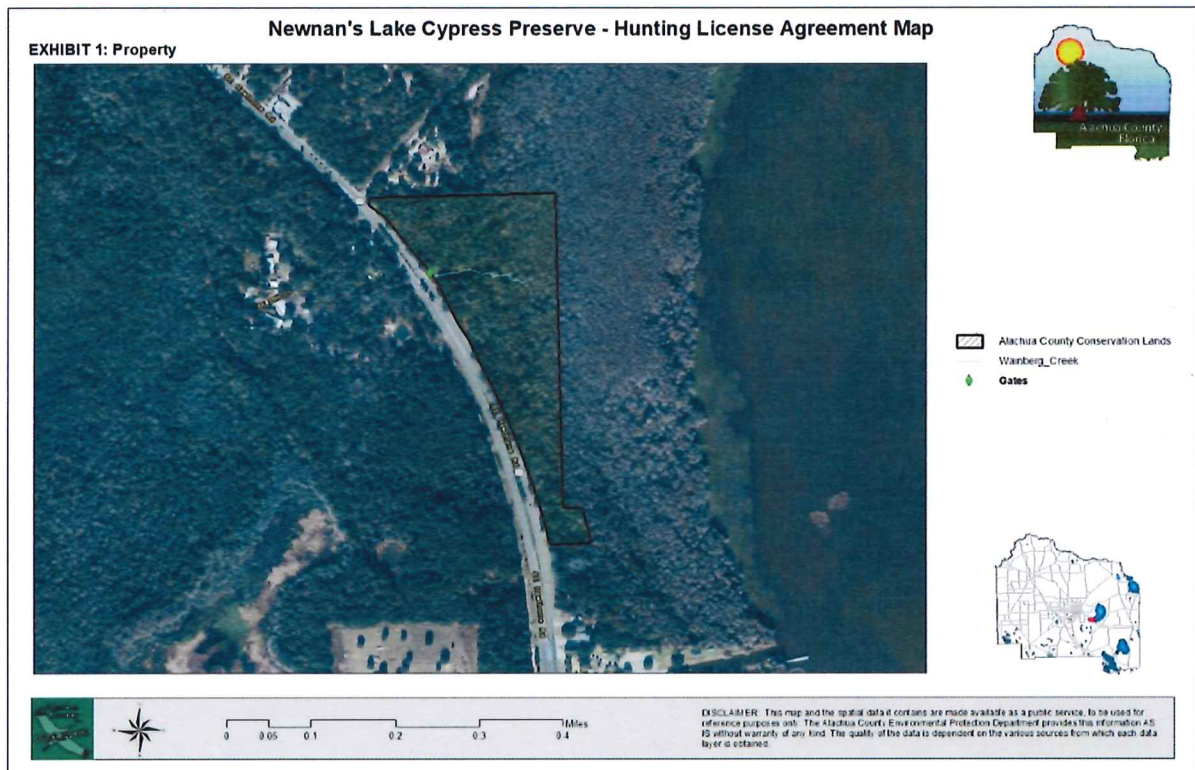


Exhibit 5: Waiver and Release for Adult

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

