

# **AMENDMENT**

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Contract No. 00252, Amendment #3

This Amendment to Contract No. 00252, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Indian River Board of County Commissioners, F596000674, whose address is 1840 25<sup>th</sup> St. Vero Beach, Florida 32960, hereinafter "Concessionaire" collectively, "Parties".

## **CHANGES TO THE CONTRACT**

In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

**OPERATIONAL COST**, Subsection g) of the Original is hereby amended to read as follows:

The Concessionaire shall not commit waste on the premises; shall not conduct mining operations or drill for oil or gas upon the premises; shall not remove sand, gravel, or kindred substance from the ground; and shall not, in any manner, substantially change the contour or condition of the premises unless approved in writing by the Commission. The Concessionaire shall be responsible for lead remediation should it become necessary for such action on the Concessionaire's trap, skeet, and sporting clays fields. The Commission's contractor for lead remediation shall remain available to the Concessionaire for lead remediation on the rifle and handgun ranges.

**FEE STRUCTURE/IMPACT FEES** of the Original Contract is hereby amended to read as follows:

### **FEE STRUCTURE**

A fee shall be charged to the users of the Range. This fee shall be set by the Concessionaire. The fee structure may include a daily fee, an annual fee and/or a family fee. However, the amount charged may not exceed \$20 per individual user of the rifle and handgun ranges and \$.75 per target for trap, skeet and sporting clays.

Range use fees for non-public shooting during times when the Range is scheduled to be closed to public shooting activities shall be established by the Concessionaire. These activities may include renting the Range to a public or private entity for in-service firearms training. All fees shall be included in the range operation and be part of the Concessionaire's gross range operating revenue..

During the time the Range is open to the public all Range patrons must have a valid permit on their person when engaged in the respective shooting activities on the Range, except those users for whom no charge is assessed pursuant to Commission-sponsored events and as elsewhere denoted in this Contract. It shall be the Concessionaire's responsibility to issue permits and to maintain records that provide a clear audit trail of Range use. The Commission shall approve the design of Range use permits issued by the Concessionaire.

**PAVING, SPORTING CLAYS AND RIFLE AND HANDGUN RANGE IMPROVEMENTS** is a new section added to the Original Contract to read as follows:

The Concessionaire agrees to make enhancements to the facility by repaving the entry road and improving the sporting clays trail. To assist with these improvements the Commission is providing \$200,000 in funding to enhance ADA compliance for the sporting clays stations and improvements in sound abatement and electronic targets on the rifle and handgun ranges.

To spend funds provided by the Commission, the Concessionaire is required to coordinate purchases through the Commission Purchasing procedures. The Concessionaire is required to provide documentation (invoices) of the improvements made by the Concessionaire. These expenditures will be used as required matching funds for the Commission's grants.

**SIGNATURES**

All provisions of the Original Contract not specifically amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to Contract No. 00252 to be executed through their duly authorized signatories on the day and year last written below.

<b>SELECT TYPE EXECUTION SIGNATURE</b>	<b>COMMISSION EXECUTION SIGNATURE</b>
<b>Indian River Board of County Commissioners</b>	<b>Florida Fish and Wildlife Conservation Commission</b>
Contractor Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

**ATTACHMENTS**

Attachments in this Agreement include the following:

- Exhibit B – Proposed Fees (page 5 of Operational Plan)

**Proposed Fees**

Target Range

Admission (Rifle & Pistol Ranges)

Adult\* \$6.50 per person/ max 3 hours

Juniors (17 & under) \* - \$4.50 per person / max 3 hours

Adult\* \$6.50 per person / max 1 ½ hours for 200 yds. Range

Junior \* \$6.50 per person/ max 1 ½ hours for 200 yds. Range

(Shotgun)

5- stand sporting clays \* - \$6.25 per round (25)

Sporting Clays Course \* - \$34.00 per 100 targets

Non-Profit Sporting Clay Tournament\* - \$26.00 per 100 targets

(Archery)

Adults - \$4.00 per person/ max 2 hours

Juniors (17 & under) - \$2.50 per person/ max 2 hours

Archery Course - \$6.00 per person- once thru

Juniors (17 & under) - \$4.00 per person- once thru

Rentals (per availability) \*

Rifle & Pistol Ranges \$175.00 per 4 hours -without lights  
\$250.00 per 8 hours - without lights  
\$200.00 per 4 hours-with lights

Law Enforcement Agencies

\$150.00 per 4 hours-without lights  
\$224.00 per 8 hours -without lights  
\$170.00 per 4 hours - with lights  
Annual Contract (12 or more) This \$125.00 per 4 hours -without lights  
\$200.00 per 8 hours - without lights  
\$145.00 per 4 hours-with lights

5-Stand Rental \$30.00 per hour & targets

\* Tournament fees will be negotiated through the Range Master