

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AMENDMENT NO. 2 TO CONTRACT NO. 00252**

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,” and Indian River County Board of County Commissioners, whose address is 1801 27th Street, Building A, Vero Beach, FL 32960, hereinafter “County”, collectively, “Parties”.

WHEREAS, the Commission and the County entered into the Original Contract on March 13th, 2001 for the operation of the Florida Fish and Wildlife Conservation Commission Indian River Public Shooting Range; and

WHEREAS, via Amendment No. 1, the parties renewed the Original Contract on February 2, 2016, for a period of ten (10) years, now to expire on March 12, 2026; and

WHEREAS, the Indian River Public Shooting Range has grown into one of the finest public shooting ranges in the state of Florida. The facility now includes the following:

- 5-stand sporting clays
- 3 combination skeet and trap fields
- Pistol Range consisting of 35 firing stations
- Rifle range with 29 stations including two 200-yard target firing stations
- Air gun range
- 65-yard archery range
- Walk-through sporting clays course
- Walk-through archery course
- Gun shop
- Fishing Lake

WHEREAS, due to the expansion of the Indian River Public Shooting Range, transportation is necessary to accommodate those with special needs, and would be greatly enhanced with the use of golf carts modified to carry patrons, staff and equipment to various places around the Range; and

WHEREAS, the Commission has applied for and received grant funding from the U.S. Fish and Wildlife Service (Grant) used to purchase ten (10) golf carts modified to carry four people including racks for guns and storage for equipment such as ammunition and clay targets; and

WHEREAS, the Parties desire to amend the Original Contract to provide for the ownership, use and maintenance of the ten golf cars.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, the Parties agree to amend the Original Contract, as follows:

1. The above recitations are true, correct and incorporated herein by reference.
2. The Commission shall deliver and the County will take into possession ten 2018 EZGO golf carts (Carts) modified to carry four people, with gun racks and storage to accommodate clay targets.
3. The Commission shall retain entitlement to the Carts and track them in their inventory system, but will transfer any warranty on the carts to the County.
4. The County shall be responsible for all maintenance and upkeep of the Carts, warrantied or otherwise.
5. The County agrees to comply with any and all terms of the Grant provided to the Commission for purchase of the Carts, including, but not limited to, use of the Carts exclusively for Indian River Public Shooting Range purposes.
6. To the extent allowed by law, and without waiving it sovereign immunity, the County agrees to indemnify and hold the Commission harmless from liability due to the use of the Carts.
7. Once a Cart reaches the end of its useful life, which shall occur when the Commission determines the cost of repair(s) exceeds the value of the Cart, the Commission shall decide to:
 - a. take possession and sell the Cart, and any proceeds returned towards the Federal Aid grant;
 - b. take possession of the Cart for possible trade-in toward the purchase of new carts under a new Federal Aid grant;
 - c. or other disposition of the Cart that is acceptable to the Commission and the Federal Aid restrictions.
8. Notwithstanding, all provisions of the Original Contract and Amendment No. 1 not specifically amended herein shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Contract No. 000252 to be executed through their duly authorized signatories on the day and year last written below.

**INDIAN RIVER COUNTY BOARD
OF COUNTY COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Peter D. O'Bryan, Chairman

Eric Sutton, Executive Director

Date: _____

ATTEST:
Jeffrey R. Smith, Clerk of the Circuit
Court and Comptroller

Approved as to form and legality by
FWC Attorney:

By: _____
Deputy Clerk

By: Bridget K. McDonnell

Name: Bridget K. McDonnell

Date: 1/4/2018

Approved as to form and
legal sufficiency:

By: _____
William K. DeBaal
Deputy County Attorney