

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FOR THE PURPOSE OF CONDUCTING A SCHEDULED HUNT WITHIN THE MCCULLOUGH CREEK CONSERVATION AREA**

**RECITALS**

**WHEREAS**, the Board expressed interest in providing public passive public recreational activities including hunting on the recently acquired McCullough Creek Conservation Area (Jaxport property); and

**WHEREAS**, the Florida Fish and Wildlife Conservation Commission provides Youth Hunts throughout Florida; and

**WHEREAS**, a Florida Fish and Wildlife Conservation Commission agent and local hunt master will provide a three day hunting experience to enhance, encourage and educate youth in the use of safe and practical hunting techniques and tactics in the outdoors; and

**WHEREAS**, County Environmental Division Land Management staff will coordinate these efforts on County property;

**NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County:**

**Section 1.** The above recitals are incorporated by reference into the body of this resolution, and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners authorizes the County Administrator, or his designee, to execute a Memorandum of Agreement between the County and the Florida Fish and Wildlife Conservation Commission, substantially in the same form as attached, to permit the Florida Fish and Wildlife Conservation Commission to conduct a scheduled hunt at the McCullough Creek Conservation Area.

**Section 3.** To the extent that there are typographical or administrative errors that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 4.** This resolution shall be effective upon adoption by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5 day of March 2019.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron

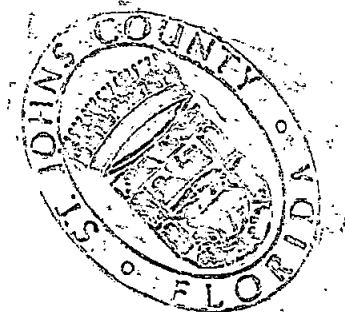
Paul M. Waldron, Chair

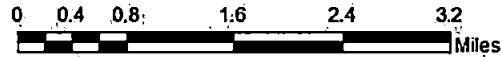
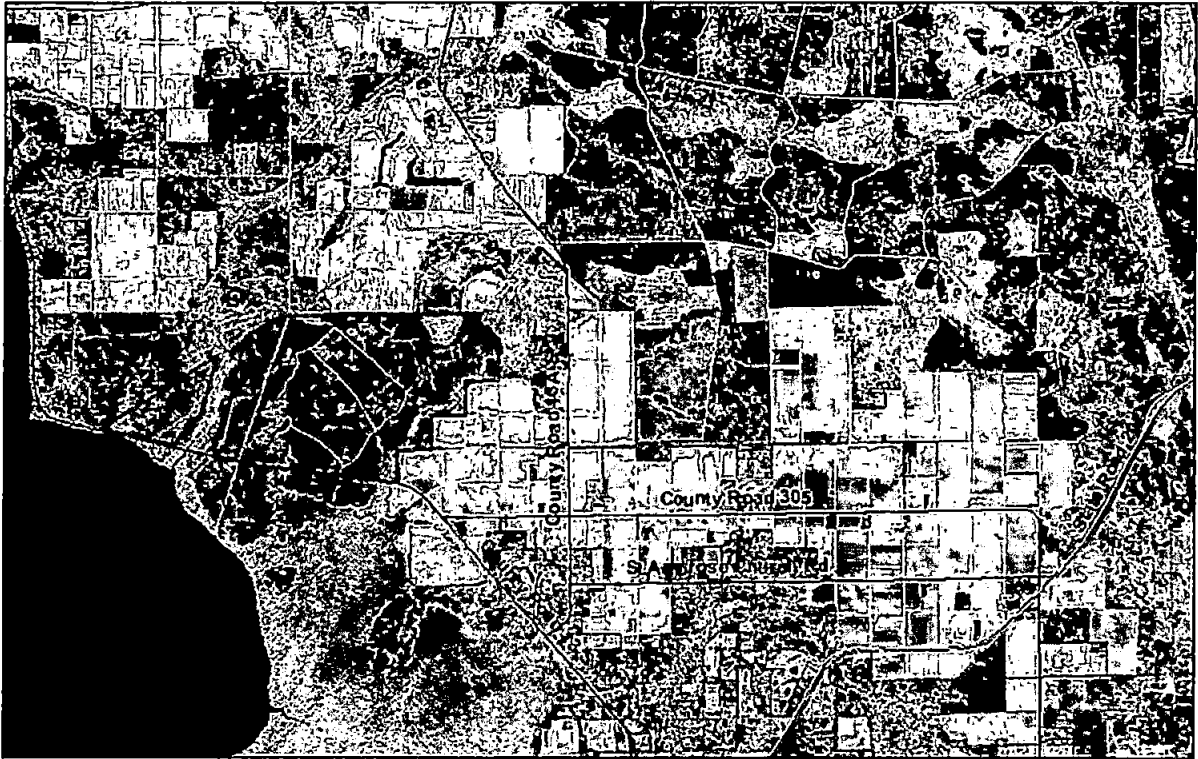
**ATTEST:** Hunter S. Conrad, Clerk of Court

By: Pam Halterman

Deputy Clerk

RENDITION DATE 3/8/19





**Legend:**  
 MCCA Boundary

Exhibit 1. McCullough Creek Conservation Area Location Map.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
AND  
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY o/b/o ST. JOHNS  
FWC YOUTH HUNT AGREEMENT No. FWC 18217**

This **MEMORANDUM OF AGREEMENT** 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, ST. JOHNS**", and **BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY o/b/o ST. JOHNS**, whose address is 500 San Sebastian View St. Augustine, FL, 32084 Augustine, FL, 32084 is hereafter "**LANDOWNER**".

NOW THEREFORE, the **COMMISSION** and the **LANDOWNER**, for the considerations hereafter set forth, agree as follows:

1. **TERM:** The term of this Memorandum of Agreement shall begin upon execution of this Agreement and remain in effect until the last scheduled hunt, listed below, is completed and the **COMMISSION** no longer has access to the Premises as specified in Section 5 of this Agreement, entitled ACCESS. However, the **COMMISSION** is only leasing the Premises on the dates the **COMMISSION** has access to the Premises, as specified in Section 5 of this Agreement.

**The dates of the scheduled hunt(s) are as follows:**

Hunt 1: (Turkey/Hog)      Dates: 4/19/2019 Thru 4/21/2019

2. **ACREAGE:** The land subject to this Agreement, generally known as McCullough Creek Conservation Area is approximately 1400 acres in St. Johns County, Florida, as more particularly outlined on the attached map which is hereby incorporated (the "Premises").
3. **PURPOSES:** The purpose of this Agreement is to provide for the terms, conditions and limitations for the use by the **COMMISSION** of the lands listed above for the express purpose of providing a Commission-sponsored activity as described in the attached Youth Hunting Program of Florida Youth Hunt Announcement Form(s) ("Forms") which are hereby incorporated – to enhance, encourage and educate youth in the use of safe and practical hunting and fishing techniques and tactics in the outdoors.
4. **USES:** The **COMMISSION** and its agents shall have the exclusive right to enter onto the property to plan, improve and otherwise make provisions for use under the terms of this Agreement.

The use of the Premises for a Commission-sponsored youth hunting activity as described in the attached Forms shall be for the management of wildlife and/or aquatic life as outlined in the attached Forms, including, but not limited to, the implementation of programs for public hunting and fishing by all legal means, and programs for a variety of non-consumptive uses

of wildlife by the public.

The use of the Premises for a youth hunt(s), except as herein provided, shall be consistent with and not interfere with the **LANDOWNER'S** uses of the land. Hunting on the land will be limited to the number of pre-determined youth hunters as outlined in the attached Forms. The **LANDOWNER** shall endeavor to use the land so as not to unreasonably interfere with the exclusive uses of the land by the **COMMISSION**. **LANDOWNER** agrees to notify **COMMISSION** in advance of any other hunting or other activities taking place on the premises that may present a danger to human life or health, or that may affect or interfere with the activities described in the attached Forms.

5. **ACCESS:** Subject to the terms and conditions of this Agreement, the **COMMISSION** shall have free and full access to the Premises on the days of the scheduled hunt(s) for the purpose of administering youth training programs. The **COMMISSION** shall also have free and full access to the Premises 7 days before the scheduled hunt(s) to prepare for the hunt(s) and 7 days after the scheduled hunt(s) to clean-up. Hunting on the Premises pursuant to this Agreement shall only take place on scheduled hunting dates, listed above, and as outlined in the attached Forms. The **LANDOWNER** shall take reasonable steps to provide such free and full access by the **COMMISSION**; provided, however, the **LANDOWNER** shall have no duty of care to keep the Premises safe for entry or use by others, or to give warning to others entering or going on the Premises, as set forth in Fla. Stat. § 375.251.
6. **STRUCTURES:** The **COMMISSION** shall obtain prior approval from the **LANDOWNER** before using any facilities or locating any temporary structure, including any hunting blinds or tree stands, as herein provided. No structure shall be located permanently on the Premises without the prior written approval of the **LANDOWNER**.
7. **GENERAL MAINTENANCE:** The **COMMISSION** shall, at its sole expense and to the best of its ability, maintain the Premises in a clean and natural state and prevent and remove all litter and debris on the Premises arising from the uses of the land for a Commission-sponsored youth hunt. Further, except as approved in writing by the **LANDOWNER**, the **COMMISSION** shall, at its sole expense and to the best of its ability and to the fullest extent of its lawful authority, prevent cutting or removing trees by any person.
8. **FINANCIAL OBLIGATION:** This Memorandum of Agreement is not a contract for services and is not intended to create financial obligations between the Parties. However, in the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Memorandum of Agreement, the Parties agree to be responsible for their own respective costs.
9. **LIABILITY:** To the extent provided by, and subject to the limitations and conditions specified in Fla. Stat. § 768.28, the **COMMISSION** shall be responsible for any loss or damage resulting in whole or in part from its use of the Premises under the terms of this Agreement.

Nothing contained herein shall be construed as a waiver of any limitation the **COMMISSION** may enjoy in accordance with Fla. Stat. § 768.28, or any other law

providing limitations on claims. In addition, nothing contained herein shall be construed as a waiver of any limitation of liability that may be enjoyed by the **LANDOWNER** providing land to the public for outdoor recreational purposes, as provided in Fla. Stat. § 375.251, or any other law providing limitations on claims against the **LANDOWNER**.

**COMMISSION** agrees to provide the attached written notice of Fla. Stat. § 375.251 to all person(s) volunteering or participating in this activity before the scheduled hunt or at the time of entry upon the **LANDOWNER'S** property. **LANDOWNER** agrees to post the attached written notice of Fla. Stat. § 375.251 conspicuously upon the area before or at the time of entry upon the **LANDOWNER'S** property.

**LANDOWNER** agrees to not receive any compensation for the activity outlined in the attached Forms above the reimbursement of reasonable costs or expenses associated with the execution of this Agreement. **LANDOWNER** understands that the limitation of liability extended to an owner or lessee under Fla. Stat. § 375.251 applies only if no charge is made for entry to or use of the area for outdoor recreational purposes and no other revenue is derived from patronage of the area for outdoor recreational purposes.

**LANDOWNER** agrees to not deliberately, willfully, or maliciously injure any persons or property as doing so could void **LANDOWNER** rights under Fla. Stat. § 375.251.

**10. TERMINATION:** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice. Either party hereto shall have the right to immediately terminate this Agreement upon written notice to the other party in the event of such party's act of fraud or willful misconduct, or breach of this Agreement.

**11. NOTICE:** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

**LANDOWNER**

Michael D. Wanchick  
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY o/b/o ST. JOHNS  
500 San Sebastian View  
St. Augustine, FL, 32084

**COMMISSION**

Tyler Allen  
Fish and Wildlife Conservation  
Commission  
620 South Meridian Street  
Tallahassee, FL 32399-1600

**12. MODIFICATION OF AGREEMENT:** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties.

13. **CANCELLATION UNDER FLA. STAT. CH. 119:** This Agreement may be unilaterally canceled by the **COMMISSION** for refusal by the **LANDOWNER** to allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. Ch. 119, and made or received by the **LANDOWNER** in conjunction with this Agreement.
14. **PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS:** All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records are under Fla. Stat. Ch. 119.
15. **NON-DISCRIMINATION:** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
16. **PROHIBITION OF DISCRIMINATORY VENDORS:** In accordance with Fla. Stat. § 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
17. **SEVERABILITY AND CHOICE OF VENUE:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.
18. **NO THIRD-PARTY RIGHTS:** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
19. **JURY TRIAL WAIVER:** As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.
20. **ENTIRE AGREEMENT:** This Agreement with all incorporated attachments represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS  
COUNTY o/b/o ST. JOHNS**

**Florida Fish and Wildlife Conservation  
Commission**

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Michael D. Wanchick  
County Administrator

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Morgan Richardson, Director  
Division of Hunting and Game  
Management

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Date

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Date



Dear Landowner,

Thank you for your interest in the Youth Hunting Program of Florida (YHPF). The goal of this program is to provide youth an opportunity to participate in a safe and educational mentored hunt. Unfortunately, due to a lack of available hunting land, many young Floridians do not have this opportunity. Simply by making your land available, you can positively impact the lives of future hunters and wildlife conservationists.

**Five key components to ensure YHPF's success:**

- 1) The landowner retains control over the hunt.
- 2) The landowner is relieved from liability on the hunt through Florida's Statute 375.251.
- 3) The Florida Fish and Wildlife Conservation Commission supports the hunt with staff and/or volunteers and needed supplies.
- 4) Rigid selection and safety conditions are incorporated into the program. For example, the youth must:
  - be 12 - 17 years of age.
  - have completed a Hunter Safety course.
  - have a valid hunting license, if necessary (16 & 17 year olds).
  - be accompanied by his or her own adult on the hunt and an experienced hunter when afield.
  - have executed required YHPF forms.

The only other requirements for the program is an orientation visit to your property and a simple written agreement that places you under the liability statute. If you have questions or are ready to schedule a youth hunt, please give me a call. Thanks for your support and help in upholding Florida's hunting heritage.

Sincerely,

Tyler Allen  
State Coordinator, Youth Hunting Program of Florida  
Florida Fish and Wildlife Conservation Commission  
620 South Meridian Street  
Tallahassee, FL 32399-1600  
850-488-8984

## Join other volunteers in upholding Florida's hunting heritage

Only through the passion and generosity of its volunteers can the Youth Hunting Program of Florida provide thousands of safe, educational and memorable hunting experiences for youth. The program is based on landowners who are willing to host hunts on their properties and other volunteers who plan and facilitate hunts. The Youth Hunting Program of Florida coordinates the resources necessary to provide interested young people with high-quality, mentored hunting experiences.

There are many volunteer opportunities within the Youth Hunting Program of Florida. To make sure our hunting traditions last well into the future, the program needs:

- Landowners and hunting clubs that are willing to host a youth hunt
- Volunteer HuntMasters
- Organizations interested in financially supporting the program
- Young men and women between the ages of 12 and 17 who are interested in learning to hunt

## How can landowners and hunting clubs help?

Encourage and allow young men and women to hunt on your property. With the majority of hunting land in Florida privately owned or leased to hunting clubs, the Youth Hunting Program of Florida needs your support. If you provide the place to hunt, we'll promise to run a safe, mentored and educational youth hunt.

Landowners will:

- Have the opportunity to choose how hunts are conducted as long as they conform to regulations and safety protocols

- Receive umbrella liability protection under Florida Statute 375.251

## How can volunteers help?

Help make the Youth Hunting Program of Florida a success by volunteering to:

- Become a HuntMaster who is trained to plan, coordinate, manage and lead youth hunts
- Oversee firearm instruction and supervise shooting ranges
- Conduct hunter education activities
- Serve as guides and mentors
- Provide medical expertise
- Serve as cooks

## How can an organization help?

We can help you start your own youth hunting program. Call to discuss your organization's role in the future of hunting. Then, let us assist you with:

- Training your members to conduct youth hunts
- Establishing your youth program
- Helping find places to host your youth hunts
- Providing you with young people who are interested in hunting

## What should I do to get involved?

For more information about how to get involved in the Youth Hunting Program of Florida, call 850-413-0084 or visit [iHuntFlorida.com](http://iHuntFlorida.com).



Florida Fish and Wildlife  
Conservation Commission  
[MyFWC.com](http://MyFWC.com)

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# Youth Hunting Program of Florida



Making sure our hunting traditions last well into the future



Florida Fish and Wildlife  
Conservation Commission  
[MyFWC.com](http://MyFWC.com)

5/2016



## Youth Hunting Program of Florida

The smell of damp earth and leaves. A chorus of bird music. The thrill of seeing a buck step into view. These are the defining moments that hunters dream of sharing with a special friend or family member. However, fewer young people today are experiencing the power of time spent outdoors. That's one of the reasons Florida Fish and Wildlife Conservation Commission launched the Youth Hunting Program of Florida.

This program was established to get more young people involved in hunting by offering safe, educational, mentored youth hunts. Thanks to private landowners who graciously open up their property, youth accompanied by a parent or guardian can learn new outdoor skills during organized hunts for deer, turkey, hogs, waterfowl, dove, small game and more. Meals and mentors are provided at these family-oriented hunts.

## What can you learn at the Youth Hunting Program of Florida?

- How to hunt safely, legally and ethically
- Marksmanship and firearms safety
- Identifying wildlife
- Tracking and processing game
- The relationship between hunting and conservation

It's also a great chance to make new friends and spend time with friends and family!

## Who can participate in a mentored youth hunt?

- Young men and women between 12 and 17 years old who are accompanied by a parent or guardian.

## What are the steps to get involved?

- Visit [iHuntFlorida.com](http://iHuntFlorida.com) to select and register for hunts.
- Complete the Florida Hunter Safety Program (regardless of your age) and be able to provide a copy of your completion card. For a list of Florida Hunter Safety courses in your area, visit [MyFWC.com/HunterSafety](http://MyFWC.com/HunterSafety).

- When selected for a hunt, submit a payment to secure the position and purchase supplies for the event.

## Get ready to have fun and experience a whole new world!



Any person who requires special accommodations to participate in this event should notify the agency at least seven calendar days before the event by calling 850-413-0084. Those with hearing or speech impairments may contact the agency using the Florida Relay Service at 800-955-8771 (TDD) or 800-955-8770 (voice).

If you believe you have been discriminated against in any program, activity or use of a facility write to: FWC, Office of Human Resources, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call 850-488-6411 or write to: Civil Rights Accessibility Coordinator for Public Access, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, Falls Church, VA 22041; Telephone 703-358-2349 or 703-358-2131.

## **FWC Policies and Rules**

Participants, including volunteers, on YHPF youth hunts will:

1. Keep safety first.
2. Follow all rules and regulations (Federal, State, YHPF and landowner).
3. Not bring, consume or use illegal drugs or alcoholic beverages/products to or at any YHPF event.
4. Not use tobacco products around youth hunters. Comply with the landowners rules and always dispose of product safely and properly.
5. Wear hunter blaze orange at all times, unless otherwise instructed by the HuntMaster.
6. Wear closed-toe/closed-heel shoes at all times.
7. Contribute and participate in all activities.
8. Make every effort possible to retrieve all wounded game.
9. Clean and take all game harvested. This is a required educational activity and no harvested animal will be wasted.
10. Remain seated in the vehicle beds – not on sides, tool boxes or tailgates.
11. Show up on time to the required meeting location and remain until the youth hunt is over. If you cannot, please notify YHPF immediately where a replacement hunter can be selected.
12. Not ask, suggest or hint for another hunt of any type that is not announced at the beginning of the youth hunt. This can compromise the Program.
13. Not shoot until the assigned guide has verified the targeted game and confirmed to take the shot.

14. Carry and/or transport firearms cased with the action open.
15. Treat all other participants with respect.
16. Ensure that all handguns remain unloaded and secured in the owner's vehicle throughout the duration of the youth hunt. This rule applies to everyone, including individuals licensed/permitted to carry concealed firearms.
17. Furnish their own bedding and linens.
18. Not bring pets.
19. The youth hunters accompanying adult must be physically present with the youth at all times. With YHPF approval, it may be possible for one adult to accompany two youth hunters; provided they stay together at all times and only carry one firearm.
20. A youth hunter should never be alone with an adult other than his/her accompanying adult.
21. Only youth are permitted to hunt.
22. Notify your HuntMaster in advance if you have any special needs.
23. No person shall, on the grounds of race, sex, religion, color, national origin, age or disability, be excluded from participation in or be subject to discrimination in any program or activity associated whole or in part with the Youth Hunting Program of Florida.