CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C96-0087-TDC Tracking Number: 1756-16

Grant Funded: YES____ NO X

Contractor/Lessee Name: George W. Gray

Purpose Turtle Survey Service

Date/Term: May 1, 2016 - April 30, 2018

Amount: $49,000 annually

Department: TDC

Dept. Monitor Name: Schroeder

1. ☐ GREATER THAN $50,000
2. ☐ GREATER THAN $25,000
3. ☐ $25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

Purchasing Coordination

Melissa Weisser

Purchasing Manager or Designee — Joanne Kublik or Melissa Weisser

Date: 4-25-16

Risk Management Review

Approved as written:

Laura J. Porter

Risk Manager or designee — Laura Porter or Krystal King

Date: 4-26-16

County Attorney Review

Approved as written: approved - see email dated April 25, 2016

County Attorney — Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or designee

Date:

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date:

TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM

CONTRACTOR NAME: **GEORGE W. GRAY**

PURPOSE: **ENDANGERED SPECIES TURTLE SURVEY**
(Renewal and First Amendment)

TERM: **May 1, 2016 to April 30, 2018**

AMOUNT: **$49,000 ANNUALLY**

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

LH This approval authorizes the contract **to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.**

____ This approval authorizes the payment under the Contract **to be processed for payment.**

APPROVED AS TO FORM AND LEGALITY:

TDD ATTORNEY

LYNN HOSHIHARA

APRIL 15, 2016

Melissa Weisser

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, April 25, 2016 2:56 PM
To: Melissa Weisser
Cc: Lynn Hoshihara; Zan Fedorak; Joanne Kublik; Charlotte Dunworth
Subject: RE: George Gray contract amendment

Melissa:

This is approved for legal sufficiency.

Kerry

Begin forwarded message:

From: "Charlotte Dunworth" <cdunworth@co.okaloosa.fl.us>
To: "Melissa Weisser" <mweisser@co.okaloosa.fl.us>
Cc: "Hoshihara, Lynn" <lhoshihara@ngn-tally.com>
Subject: FW: George Gray contract amendment

Hi Melissa,
A few changes have been made to the contract since it was submitted for coordination last Monday. Please use the attached version instead. The current contract expires April 30. If possible we'd greatly appreciate if coordination could be complete in time to obtain vendor signature by Wednesday's agenda deadline. If not, we'll take it May 17. Thanks!

Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 | CDunworth@co.okaloosa.fl.us

Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Pkwy. SE,
Fort Walton Beach, FL 32548

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Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication and including your e-mail address, may be subject to public disclosure.

From: Charlotte Dunworth
Sent: Monday, April 18, 2016 6:41 AM
To: Melissa Weisser <mweisser@co.okaloosa.fl.us>
Cc: Jim Trifilio <jtrifilio@co.okaloosa.fl.us>; Erika Zambello <ezambello@co.okaloosa.fl.us>
Subject: FW: George Gray contract amendment

Hi Melissa – please begin contract coordination. Thanks!

Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 | CDunworth@co.okaloosa.fl.us

Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Pkwy. SE,
Fort Walton Beach, FL 32548

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RENEWAL AND AMENDMENT TO CONTRACT C96-0087-TDC
(George W. Gray, Endangered Species Turtle Survey Service)

This Renewal and First Amendment made and entered into this 3rd day of May, 2016, hereby renews and amends contract C96-0087-TDC, dated June 4, 2013 (the "Contract"), by and between Okaloosa County, Florida, (hereinafter the "County") and George W. Gray (hereinafter the "Contractor").

WHEREAS, on June 4, 2013, the County and Contractor entered into the Contract, which provides for turtle surveying services; and

WHEREAS, the initial term of the Contract expires on April 30, 2016, however the Contract provides for renewals up to two (2) additional periods of one (1) year each; and

WHEREAS, the parties desire to amend the Contract as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend the Contract as follows:

1. The Contract is hereby renewed for both additional terms. The Contract renewal period shall begin May 1, 2016 and will expire April 30, 2018.

2. **Section 3. Compensation** is hereby amended to increase annual compensation from $47,000 to $49,000 and increase monthly amounts from $7,833.33 to $8,166.67.

3. **Section 4.B. Survey Area** is hereby amended to require the West and East sections be surveyed simultaneously.

4. **Section 4.C.1. Qualifications** is hereby amended to state "A valid Marine Turtle Permit from the Florida Fish and Wildlife Commission or individual operating under the permit;"

5. **Section 4.D. Survey Timing** is hereby amended to state "The Services are to be conducted each day, rain or shine, starting as early as practicable continuing until the Services are completed. Surveys must be finished with both West and East sections by 7:30 a.m., barring unforeseen circumstances."

6. A new **Section 4.D.1. County Staff** is hereby added to state "If instructed by the Okaloosa County Tourist Development Department (TDD), Contractor shall bring a County staff member on the surveys, training him or her on correct survey methodology."

7. A new **Section 4.D.2. County ATV** is hereby added to state:

> If needed, Contractor may use County ATV # 11Z19508. The ATV must be picked up and returned to 105 Santa Rosa Blvd, Fort Walton Beach, FL before and after each survey. This requirement may be modified with prior written approval of the TDD Director. The County will be responsible for

providing maintenance of the ATV. However, Contractor shall be solely responsible for loss, theft, or any other harm to the ATV that occurs while in his possession up to the full replacement cost of the ATV.

Contractor expressly acknowledges that it has received full and complete ATV operating instructions and assumes all responsibility for instructing and training its agents or employees regarding the use and operation of the ATV. Contractor further acknowledges that it has obtained additional insurance coverage for its use of the ATV.

8. **Section F. Education Activities** is hereby amended to state "The Contractor shall conduct two (2) educational beach walks per week to educate the public about marine turtles, beginning in June and ending at the close of October. Education beach walks will be conducted both in the classroom and then on the beach itself, and will last between 45 minutes and an hour, weather permitting. Materials used on the educational beach walks must be approved in advance by the TDD. The Contractor shall work with TDD staff to create an automated sign-in form on the County's leisure website to automate the sign-up and confirmation process."

9. The list of topics under **Section F. Education Activities** is hereby amended to include "Natural ecosystems of Florida."

10. The County's address under **Section 11 Notices** is hereby amended from 1804 Lewis Turner Blvd., Ste. 100, Fort Walton Beach, FL 32547 to 1250 N. Eglin Parkway, Ste. 102, Shalimar, FL 32579.

11. A new **Section 16. Public Records** is hereby added as follows:

16. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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 at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

3. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr., Chairman

SEAL

Date: 5/6/14

ATTEST:

J.D. Peacock II, Clerk

GEORGE W. GRAY

George W. Gray
Date: 4-27-16

Witnesses:

Sign

Erika Zambello
Print Name

Sign

Deborah L. Dickerson
Print Name

CA#20

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

DATE:	May 3, 2016
TO:	Honorable Chairman and Members of the Board
FROM:	Ed Schroeder
SUBJECT:	C96-0087-TDC George Gray Contract Renewal
DEPARTMENT:	Tourist Development Department
BCC DISTRICT:	2,4,5

STATEMENT OF ISSUE: Request approval of renewal and first amendment to Agreement for Endangered Species Turtle Survey Service (Contract # C96-0087-TDC) with George W. Gray.

BACKGROUND: The initial term of the agreement expires April 30, 2016, and provides for renewals up to two (2) additional periods of one (1) year each. Renewal of both additional periods is requested through April 30, 2018, along with an increase in compensation from $47,000/year to $49,000/year, use of a County ATV to expedite the daily completion of services, and clarification on various other provisions.

This contract is being presented to the Tourist Development Council at its April 28 meeting.

OPTIONS: Approve or Disapprove

RECOMMENDATION: Approve renewal and first amendment to Agreement for Endangered Species Turtle Survey Service (Contract # C96-0087-TDC) with George W. Gray.

Ed Schroeder

RECOMMENDED BY: Ed Schroeder, Director, Tourist Development Department 4/27/2016

APPROVED BY:

John Hofstad, County Administrator

EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Revision to

Contract/Lease Number: C96-0087-TDC Tracking Number: 556-13

Contractor/Lessee Name: George W. Gray

Purpose: Turtle Survey Service - Revised

Date/Term: May 1 - Oct 31

Amount: $47,000.00

Department: TDD

Dept. Monitor Name: D. O'Byrne / J. Tribble

1. ☐ GREATER THAN $50,000
2. ☑ GREATER THAN $25,001
3. ☐ $25,000 OR LESS

Purchasing Review

Procurement requirements are met:

Contracts & Lease Coordinator Date: 4/12/13

Risk Management Review

Approved as written:

Risk Management Director Date: 4/15/13

County Attorney Review

Approved as written:

County Attorney Date: 4/24/13

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager Date: _____

SINGLE SOURCE PURCHASE DATA SHEET

Date: 4/29/2013 **PR No.:** _____ **Requestor:** Trifilio **Phone No.:** 850-651-7131

Department/Division: Tourist Development Department

Item Description: ENDANGERED SPECIES TURTLE SURVEY SERVICE

Requesting Department's Suggested Vendor: George Gray, The Stranding Center, Inc.

Vendor's Address: P.O. Box 5048, Destin, FL 32540-5048

Vendor's Telephone No.: 850-585-9999 **Point of Contact:** George Gray

Single Source Justification: Vendor holds the only permit that allows this work on Okaloosa County beaches. No other vendor has ever contacted the TDD with an interest in performing this service. This service is required by the State in order to mechanically clean the beaches of Okaloosa County during the marine turtle nesting season that begins May 1st.

Requesting Department Head Signature D O'Dwyne **Date** 4/29/13

REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact: FWC Meghan **Phone No.:** 561-575-5407 x5964
Vendor #2 Contact: _____ **Phone No.:** _____
Vendor #3 Contact: _____ **Phone No.:** _____

Buyer Comments: We contacted FWC, other Florida entities and the SOP is to contract with the individual/Company that holds a permit for the specified area.

Signature of Buyer Who Reviewed [signature] **Date** 4/30/13

Purchasing Services Manager Comments: _____

Purchasing Services Manager Signature **Date**

PURCHASING MANUAL - SINGLE SOURCE DETERMINATION

Comments: _____

Approve: X **Disapprove:** _____

Amount of Purchase: x [signature] **Date:** _____

Purchasing Director Signature [signature] **Date**

04-30-13

TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM

CONTRACTOR NAME: George W. Gray

PURPOSE: Turtle Surveying Services

TERM: 3 years with 2 1 year options

AMOUNT: $47,000 per year

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

GS ___ This approval authorizes the contract **to be entered into by the County and executed by the Chairman.**

___ This approval authorizes the payment under the Contract **to be processed for payment.**

APPROVED AS TO FORM AND LEGALITY:

Gregory T. Steward

TDD ATTORNEY

Gregory T. Steward

PRINT NAME

May 9, 2013

DATE

AGREEMENT FOR ENDANGERED SPECIES TURTLE SURVEY SERVICE

THIS AGREEMENT made and entered into on this 4th day of JUNE, 2013, by and between the OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida ("Okaloosa County" or "County") and GEORGE W. GRAY, a private individual ("Contractor").

RECITALS

WHEREAS, Okaloosa County desires turtle surveying services; and

WHEREAS, Contractor has offered to render certain surveying services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

WHEREAS, pursuant to Florida law, these services are required to be performed in order for the County to mechanically clean the beaches during the marine turtle nesting season which begins on May 1st; and

WHEREAS, Contractor is currently the only permittee authorized by the Florida Fish and Wildlife Commission to perform such services within Okaloosa County; and

WHEREAS, Okaloosa County has determined that these services may be sole sourced to the Contractor in accordance with the requirements of law and County policy; and

WHEREAS, Okaloosa County has determined that it would be in the best interest of the County to enter into this Agreement with the Contractor for the rendering of those services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and reliance hereon, the parties agree as follows:

CONTRACT # C96-0087-TDC
GEORGE W. GRAY
TURTLE NESTING SURVEY
EXPIRES: 04/30/2016

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as essential terms of this Agreement.

2. **Term.** The term of this Agreement shall be for three (3) years beginning on May 1, 2013, with the option to renew for two (2) additional periods of one (1) year each by mutual agreement of the parties, unless earlier terminated in accordance with the provisions contained in this Agreement. Contractor hereby acknowledges that this Agreement is completely dependent on the appropriation of legally available funds by the Okaloosa County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered as void with neither party having any further obligation or liability related thereto.

3. **Compensation.** Okaloosa County shall pay the Contractor for full and timely performance of its obligations hereunder, a total amount not to exceed $47,000 per calendar year to be paid in monthly installments as follows:

A. MONTHLY PAYMENTS AND INVOICES - For each year of this Agreement, the Contractor shall invoice the County in six (6) equal monthly amounts of $7,833.33 for Services performed during turtle nesting season (May 1st to October 31st). The first invoice shall be submitted in June of 2013. The amounts billed monthly shall be for services provided during the prior month. All invoices for services rendered shall be submitted in detail sufficient for proper pre-audit and post-audit review to insure that the services were performed and that the correct amount has been invoiced.

4. **General Scope of Work**

A. **SCOPE OF WORK.** Contractor shall perform daily marine turtle track and nesting surveys, marking and monitoring in accordance with the requirements of the Florida Fish and Wildlife Commission and its Marine Turtle Permit ("Services"). These daily services shall commence yearly on May 1st and continue daily through October 31.

B. **SURVEY AREA.** Contractor shall perform such Services along the entire shoreline area and related dry sand areas seaward of the primary dune system in the following areas:

1. West Section. From the boundary of the U.S. Air Force reservation property at the El Matador Condominiums (Latitude: 30°23'49.84"N, Longitude: 86°37'59.36"W) going east to the boundary of the U.S. Air Force property adjacent to the John C. Beasley County Park (Latitude: 30°23'35.60"N, Longitude: 86°34'58.60"W). This West section of the total survey area contains approximately 3.5 miles of shoreline.

2. East Section. From the eastern boundary of Okaloosa County (Latitude: 30°22'46.13"N, Longitude: 86°23'50.31"W) west to the East Jetty at the East Pass then north along the eastern shore of the East Pass for approximately 1/4 of a mile (Latitude: 30°23'12.53"N, Longitude: 86°30'23.81"W). This East section of the total survey area contains approximately 5.3 miles of shoreline.

NOTE: This section does not include the area of shoreline within the boundaries of the Henderson Beach State Park.

C. **QUALIFICATIONS.** The Services shall be performed by individual(s) with the following:

1. A valid Marine Turtle Permit from the Florida Fish and Wildlife Commission;

2. Demonstrated ability to conduct marine turtle educational activities on the beaches of Okaloosa County;

3. Specific training in nesting survey patrol; and

4. Any authorization from Okaloosa County and/or the City of Destin for the operation of vehicles on the beach. It shall be the responsibility of the Contractor to obtain any and all authorization necessary to carry out the performance of the Services.

D. **SURVEY TIMING.** The Services are to be conducted each day, rain or shine, starting as early as practicable continuing until the Services are completed.

E. **REPORTING REQUIREMENTS.** Newly discovered turtle tracks must be appropriately marked, and written and/or electronic report(s) submitted to the Okaloosa County Tourist Development Department (TDD) Coastal Management Coordinator or his designee as soon as possible after discovery and marking. Contractor shall maintain complete records of all of the Contractor's activities, including by way of example and not limitation, the beginning and ending time of each survey, the names of the personnel conducting the survey, the location of the tracks reported, and the description of any action taken by personnel submitting such report. These records shall be submitted to the TDD after the contract period or on demand as required. In addition, the County may request such additional information and/or reports related to Contractor's activities under this Agreement. Final payment may be withheld until the year-end survey report and documentation necessary are presented to

the Coastal Management Coordinator by the Contractor.

F. **EDUCATIONAL ACTIVITIES**

The Contractor shall conduct four (4) educational classes per week to educate the public about marine turtles. Topics may include:

- Coastal development impacts
- Beach nourishment (pros and cons)
- Beachfront lighting impacts
- Marine debris impacts
- Poaching
- Natural and exotic predators
- Propeller/boat injury impacts
- Beach armoring impacts
- TEDs (Turtle Excluder Devices) and the shrimp fishery
- Impacts by other fisheries (gill net, longline, etc.)
- Impacts caused by human nighttime activity on the beach
- Archie Carr National Wildlife Refuge
- Non-nesting turtles (false crawls)
- International trade (CITES)
- Fibropapillomas
- FWC's non-manipulation or "hands off" management strategy
- Significance of Florida's nesting population

This requirement may be modified with prior written approval of the TDD Director. The TDD will assist the Contractor in these activities as appropriate and may provide equipment and other materials as necessary.

5. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

6. **Insurance.** Before commencing work and at all times throughout the term of this Agreement, Contractor shall maintain at least the following insurance coverage:

A. General Liability insurance through a company reasonably acceptable to Okaloosa County with minimum limits of three hundred thousand dollars ($300,000.00) for bodily injury and death per occurrence, and not less than fifty thousand dollars ($50,000.00) for damage to property per occurrence.

B. Automobile Liability insurance though a company reasonably acceptable to Okaloosa County with minimum limits of three hundred thousand dollars ($300,000.00) for bodily injury and death per occurrence, and not less than fifty thousand dollars ($50,000.00) for damage to property per occurrence.

C. Worker's Compensation insurance to cover all employees working in any capacity in this work or a statement specifying basis for exemption for such payments.

In general, each policy should name Okaloosa County, its officers, agents, and employees, as additional insured and should require thirty (30) days advance written notice of cancellation to the County. A certificate of such insurance acknowledging such thirty (30) day notice shall be provided to the County immediately upon execution of this Agreement. No later than ten (10) days before commencing work, the Contractor shall provide the County with evidence of payment of the initial premium payment on each specified policy.

7. **Turtle Permit.** All Services performed under this Agreement shall be pursuant to DEP Turtle Permit MTP–13-033 (the "Turtle Permit") held by the Contractor. The Contractor shall provide the County with documentation indicating that the Turtle Permit is currently valid and will be valid for the term of this Agreement.

8. **Independent Contractor.** It is mutually agreed that the Contractor is and shall remain an independent contractor and is not an employee or agent of the County.

9. **Assignment of Agreement.** The Contractor is specifically prohibited from assigning or transferring any interest in this Agreement.

10. **Termination of the Agreement.** This Agreement may be terminated by the County, with or without cause, upon thirty (30) days' written notice. If this Agreement is so terminated, Contractor shall be paid for all work performed, pursuant to the terms and conditions of this Agreement, up to the date of termination. However, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination. Contractor shall promptly deliver to the County copies of all then completed deliverable items for Services performed under this Agreement.

11. **Notices.** Any notice, demand, or communication required, permitted or desired to be given hereunder shall be deemed effectively given when delivered to the following addresses in the matter prescribed below:

BY HAND-DELIVERY ONLY TO:

County Administrator
Okaloosa County Board of County Commissioners
1804 Lewis Turner Blvd., Ste. 100
Fort Walton Beach, FL 32547

WITH A COPY TO:

Tourist Development Department Director
Okaloosa County Tourist Development Department
1540 Miracle Strip Parkway
Fort Walton Beach, FL 32548

BY MAIL ONLY TO:

George W. Gray
P.O. Box 5048
Destin, FL 32540-5048

Or to such other address or person as either party may subsequently designate by written notice to the other party.

12. **Amendment.** This Agreement may be amended, in writing, by the mutual consent of the parties.

13. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the Services contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. All future modifications to this agreement shall be in writing signed by both parties.

14. **Attorneys Fees.** If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

15. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Approved as to form:

By: _____
John Dowd, County Attorney

OKALOOSA COUNTY, FLORIDA

_____
Ernie Padgett, County Administrator

Date: _____

GEORGE W. GRAY

George W. Gray

Date: 5-10-13 GWG

Witnesses:

_____
Signature

Steve DeWitt
Print Name

_____
Signature

CAPT. Jim Green
Print Name

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

Approved as to form:

By:_____
John Dowd, County Attorney

OKALOOSA COUNTY, FLORIDA

_____
Don R. Amunds, Chairman

Date: June 4, 2013

ATTEST:

_____
Don Howard, Clerk

GEORGE W. GRAY

_____
George W. Gray

Date: _____

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

Marine Turtle Permit

Florida Fish and Wildlife Conservation Commission
Imperiled Species Management Section – Tequesta Field Laboratory
19100 SE Federal Highway
Tequesta, Florida 33469
(561) 575-5407

George W. Gray
The Stranding Center
P.O. Box 5048
Destin, Florida 32540
850-585-9999

Permit #: MTP-13-033
County: Okaloosa/Santa Rosa
Effective Date: 1/1/2013
Expiration Date: 12/31/2013

Is Authorized to: (1) conduct nesting surveys; (2) conduct stranding/salvage activities; (3) relocate nests for conservation purposes; (4) monitoring for mechanical beach cleaning; (6) maintain & display preserved specimens

Authorized Nesting Survey Area: Okaloosa County Beaches (excluding Eglin Air Force Base and Henderson Beach SRA) and Navarre Beach from the eastern boundary of Gulf Islands National Seashore east to the westernmost boundary of Eglin Air Force Base.

Permittee Signature Cheryl W Gray Date 4-4-13

Not valid unless signed. By signature, the permittee confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

By signature, I acknowledge that I have read and understand this permit. Signature of this permit indicates that I and all authorized personnel listed below have read and agree to abide by all Florida Fish and Wildlife Conservation Commission (FWC) "Sea Turtle Conservation Guidelines" that pertain to the authorized activity(s) listed on this marine turtle permit. I understand that it is my responsibility to transmit all future information updates to all authorized personnel listed on my permit. **Permittee must provide a signed copy of this permit to the FWC address above to activate this permit.**

Authorized by: Robbin Trindell, Ph.D., Biological Administrator, Imperiled Species Management

Authorizing Signature Robin N Trindell Date January 1, 2013

Authorized Research Projects: None.

Authorized Monitoring Projects: (1) Monitoring for Okaloosa Dune Flora Restoration Project (DEP File No. OK-474), authorized 2013; (2) Monitoring for Western Destin Beach Restoration Project (DEP File No. 0286575-001-JC), authorized 2013.

Marine Turtle Permit

Florida Fish and Wildlife Conservation Commission
Imperiled Species Management Section – Tequesta Field Laboratory
19100 SE Federal Highway
Tequesta, Florida 33469
(561) 575-5407

Authorized Personnel: G. Naggatz; C. Holmes; J. Holmes; S. Gray; N. Gray; J. Hernandez; A. Wilkerson; B. Patrick; S. Shippee; S. Leveille; C. Stover; D. Edwards; B. Kizer; C. Holderman; K. Ross; B. Naggatz; H. Barrineau; N. Seever; N. Gideon.

General Conditions: Permitted individuals must adhere to the FWC marine turtle permit guidelines developed under a Section 6 Cooperative Agreement between FWC and the U.S. Fish and Wildlife Service.

Special Conditions: Nest relocation is limited to: 1) nests low enough on the beach to be washed daily by tides; 2) nests situated in well-documented high risk areas that routinely experience serious erosion and egg loss; or 3) nests in a FDEP-permitted construction project (i.e., JCP permit) area when specifically authorized by a U.S. Fish and Wildlife Service Biological Opinion associated .All relocated nests will be marked and the actual location of the clutch determined. A circle with a minimum radius of three (3) feet, centered at the clutch, shall be marked by stake and survey tape or string. See attached Marine Turtle Monitoring for beach restoration projects.

Table 1
Marine Turtle Monitoring

The following monitoring is required for this projects. Reports summarizing the nesting should be submitted to the Tequesta office with a copy to the Tallahassee office by January 15 of the subsequent year. Data for nesting activity on the project beach and on 100 feet of beach immediately north and south of the project shall be reported separately, and should include numbers of nests lost to erosion or washed out. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets).

Characteristic	Parameter	Measurement	Variable
Nesting Success	False crawls - number	Visual assessment of all false crawls	Number and location of false crawls in revetment and adjacent areas: any interaction of the turtle with obstructions, such as groins, seawalls, or scarps, should be noted.
	False crawl - type	Categorization of the stage at which nesting was abandoned	Number in each of the following categories: emergence-no digging, preliminary body pit, abandoned egg chamber.
	Nests	Number	The number of marine turtle nests seaward of the revetment and in adjacent areas should be noted. Nest location along the profile, including the distance from the waterline and the landward structure, shall be recorded. Any abnormal cavity morphologies should be reported as well as whether turtle touched groins, seawalls, or scarps during nest excavation
		Lost Nests	The number of nests lost to inundation, erosion depredated, vandalized, or the number with lost markers that could not be found.
	Lighting Impacts	Disoriented sea turtles	The number of disoriented hatchlings and adults shall be documented and reported in accordance with existing FWC protocol for disorientation events.
Reproductive Success	Emergence & hatching success	Standard survey protocol	Numbers of the following: unhatched eggs, depredated nests and eggs, live pipped eggs, dead pipped eggs, live hatchlings in nest, dead hatchlings in nest, hatchlings emerged, disoriented hatchlings, depredated hatchlings

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
EXPLANATION OF RIGHTS

If your substantial interests are or will be determined by the Florida Fish and Wildlife Conservation Commission's action or proposed action stated in the accompanying notice, you may make any one of the following elections on the attached Election of Rights form and file the form within twenty-one (21) days from the date you receive the notice of agency action or proposed action. If you so choose, please return the completed Election of Rights form with the enclosed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code, to the address listed on the Election of Rights form.

1. If you wish to contest the agency action or proposed action, but do not dispute any of the issues of material fact set forth in the notice, you may request an informal proceeding pursuant to Sections 120.569 and 120.57(2), Florida Statutes. In the event that your request for an informal proceeding is granted, you will be given the opportunity to either simply present a written statement challenging the grounds upon which the Commission has chosen to justify its action or inaction or present evidence in mitigation.

Any request for an informal proceeding in this matter should be made by checking the space marked as 1 on the Election of Rights form and filing the completed and signed form with the Commission within twenty-one (21) days from the date of receipt of the notice. In making such a request, you must include with the completed and signed Election of Rights form either the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code. Additionally, your request must include a copy of the notice of agency action or proposed action being challenged.

2. If you wish to contest agency action or proposed action and you dispute one or more of the issues of material fact as set forth in the notice, you may request a formal hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes. If there is a disputed issue of material fact and your request is otherwise complete, an administrative law judge shall be furnished by the Division of Administrative Hearings of the Department of Management Services pursuant to Sections 120.569 and 120.57(1), Florida Statutes. A petition shall be dismissed if it fails to state disputed issues of material fact, it otherwise is not in substantial compliance with the requirements of 28-106.201(2) FAC, or it has been untimely filed.

Any request for a formal hearing in this matter should be made by checking the space marked as 2 on the Election of Rights form and filing the completed and signed form with the Commission within twenty-one (21) days from the date of receipt of the notice. In making such a request, you must include with the completed and signed Election of Rights form either the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code. Additionally, your request must include a copy of the notice of agency action or proposed action being challenged.

3. If you do not wish to contest the agency action or proposed action, you may indicate this by checking the space marked as 3 on the Election of Rights form and filing the completed and signed form with the Commission. If you make this election, you do not need to include the completed and signed Petition form.

Failure to make any election in this matter, as provided above, within twenty-one (21) days from the date you received the notice, shall be considered a waiver of your rights to any administrative proceeding as provided in either 1 or 2, above.

Mediation is not an available alternative with respect to this action or proposed action.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
ELECTION OF RIGHTS

I have read the Explanation of Rights provided to me by the Florida Fish and Wildlife Conservation Commission (Commission) and understand my options. (You may select one of the options below and return this form to the Commission no later than 21 days from the receipt of the notice of agency action or proposed action or, if you do not want an administrative hearing or informal proceeding, you do not need to complete this form)

☐ 1. I am challenging the agency action and want an informal proceeding. I do not dispute any of the issues of material fact in the notice of agency action or proposed action, but do want an informal proceeding, pursuant to Sections 120.569 and 120.57(2), Florida Statutes. I understand that I may either submit a written statement or submit evidence in mitigation to the agency head or designated representative. I have attached the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a petition that complies with Chapter 28-106, of the Florida Administrative code.

☐ 2. I am challenging the agency action and want an administrative hearing. I do dispute one or more issues of material fact in the notice of agency action or proposed action, I have attached the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a petition that complies with Chapter 28-106, of the Florida Administrative code, and I request a formal hearing, pursuant to Sections 120.569 and 120.57(1), Florida Statutes, before an administrative law judge appointed by the Division of Administrative Hearings.

☐ 3. I do not wish to challenge the agency action. I do not dispute any of the issues of material fact in the Notice of action or proposed action and waive my right to object or to be heard.

I have read and understand the Election of Rights form and understand that I have the right to be represented by counsel or a qualified representative at an administrative proceeding. I also understand that I must attach a petition to this request if I have requested a hearing or an informal proceeding.

Please sign and state your current address and telephone number:

Signature	**Date**
PRINT NAME	**Phone Number**

The above indicated person is ☐ the Petitioner, ☐ counsel for the Petitioner, or ☐ the qualified representative of the Petitioner (Please check one).

Petitioner's name and address	Attorney or representative's name and address (if applicable)
Petitioner's email address	Attorney or representative's email address

If applicable, please list the type of Permit /License applied for and the Permit/License Number

Please mail form to:

Legal Office
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PETITION FOR ADMINISTRATIVE PROCEEDING
Compliance of Section 120.569(2)(c), Florida Statutes, and
Chapter 28-106, Florida Administrative Code

Only if challenging the agency action, please complete this form or otherwise provide the information required by Chapter 28-106, of the Florida Administrative Code and send to the following address along with the completed Election of Rights form and a copy of the challenged agency action:

Legal Office
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

1. Please list the name and address of each agency affected and each agency's file or identification number, if known:
   _____
   _____
   _____
   _____
   _____

2. Please identify the petitioner (the individual or organization requesting the hearing):
   Name: _____
   Address: _____
   _____
   Phone number: (____) ____ — _____

3. Please identify the petitioner's counsel or representative (if any):
   Name: _____
   Address: _____
   _____
   Phone number: (____) ____ — _____

[The address of petitioner's counsel or representative, if listed above, shall be the address for service purposes during the course of the proceedings]

4. Please explain how the petitioner's substantial interests are or will be affected by the Commission's action or proposed action:
   _____
   _____
   _____
   _____
   _____
   _____
   _____

5. Please explain when and how the petitioner received notice of the Commission's action or proposed action:
   _____
   _____
   _____
   _____
   _____

6. Please indicate whether the petitioner disputes any material facts and, if so, state all disputed material facts:

7. Please concisely state the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Commission's action or proposed action:

8. Please state the specific rules or statutes that the petitioner contends require reversal or modification of the Commission's action or proposed action:

9. Explanation of how the alleged facts (7) relate to the specific Rules or Statutes (8) stated above:

10. Please state the relief sought by the petitioner, stating precisely the action that the petitioner wants the Commission to take with respect to the action or proposed action:

Either the Petitioner, counsel for the Petitioner, or the qualified representative of the Petitioner must sign below agreeing that the person signing this document has read this Petition, made a reasonable inquiry, and is not filing this document for any improper purposes, frivolous purpose, or needless increase in the cost of litigation.

Signature **Date**

PRINT NAME

The above indicated person is ☐ the Petitioner, ☐ counsel for the Petitioner, or ☐ the qualified representative of the Petitioner (Please check one).

Florida Fish and Wildlife Conservation Commission

Commissioners
Kenneth W. Wright
Chairman
Winter Park

Ronald M. Bergeron
Fort Lauderdale

Richard A. Corbett
Tampa

Aliese P. "Liesa" Priddy
Immokalee

Charles W. Roberts III
Tallahassee

Brian S. Yablonski
Tallahassee

Executive Staff
Nick Wiley
Executive Director

Greg Holder
Assistant Executive Director

Karen Ventimiglia
Chief of Staff

Imperiled Species
Management Section
R.Kipp Frohlich
Section Leader

(850) 922-4330
(850) 922-4338 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

April 18, 2013

George W. Gray
The Stranding Center
P.O. Box 5048
Destin, FL 32540

RE: Consent Permit, Marine Turtle Permit #033

Dear Mr. Gray:

We have received your request to conduct educational nighttime guided beach walks during the 2013 marine turtle nesting season (May 1 through October 31). It is our understanding that the purpose of these walks is to provide an educational experience that focuses on the beach environment. Pursuant to ss. 379.2431 (1), Florida Statutes, and Rule 68D-1, Florida Administrative Code, and your request, consider this letter as authorization to lead nighttime walks on the marine turtle nesting beach. If nesting or hatchling marine turtles are encountered during these walks, please adhere to the following conditions to minimize the impact of any such encounters on the nesting or hatchling turtles.

1. All participants must be informed of the State and Federal laws protecting sea turtles and their nests. Participants must be informed that conducting turtle walks or hatchling rescue/release without a permit is unlawful.

2. Interpretive programs (lectures, slide presentations, etc.) that incorporate accurate, updated information on sea turtle conservation and biology are mandatory. Programs should be presented prior to the guided nighttime beach walk and must include an explanation of procedures to be followed during the experience. If desired, FWC staff will provide assistance in developing interpretive programs.

3. Guided nighttime beach walks shall be limited to 20 registered participants per walk with walks occurring no more than four (4) times per week: twice per week on Okaloosa Island and twice per week in Destin.

4. Flash photography is strictly prohibited under all circumstances. Use of flashlights is prohibited, except when necessary to locate disoriented marine turtle hatchlings or verify that all released hatchlings have departed the swash zone. Any flashlight or head lamp used shall have either a red LED light source or employ a red filter that eliminates short wavelength light.

5. Fees for sea turtle conservation walks on the nesting beach may only be charged by non-profit organizations to cover legitimate costs incurred in sea turtle conservation efforts. Please be reminded that if you charge a fee you may be subject to litigation and should carry liability insurance.

6. Age limitations for participants are left to the discretion of the principal permit holder.

7. The use of ATVs or other motorized vehicles (golf carts, UTVs, etc.) are not authorized for use with nighttime guided beach walks. Specialized wheel chairs adapted for use on the beach and not exceeding 10 PSI tire pressure may be used to accommodate any mobility-impaired participants.

8. Hatch success evaluations may not be conducted in conjunction with nighttime guided beach walks.

In the event that a nesting turtle is encountered during a nighttime guided beach walk, the following conditions shall apply:

1. Nighttime guided beach walks may only observe loggerhead turtles. Should any other species be encountered on the nesting beach, the group is not to be guided near that turtle.

2. Nighttime guided beach walk leaders are encouraged to invite persons who are on their own looking for turtles to join the group. This is an opportunity to educate persons who might otherwise disturb nesting turtles.

3. Provided the beach width is sufficient to allow it, the group shall remain at least fifty (50) feet from the turtle at all times including during nesting, camouflaging, and return to the ocean.

4. Participants must be instructed to stay with the group and remain quiet at all times. During the entire beach walk, the group must remain together. The group may not approach a nesting turtle until egg deposition is well underway. Participants, scouts, and the leader must approach from the rear and remain behind the nesting turtle during egg deposition and covering.

5. The nest cavity may not be exposed and eggs may not be removed from the nest.

6. Participants may not touch the turtle.

7. The use of flash photography and lights [other than infrared] for filming is not permitted.

In the event that disoriented hatchlings are encountered during a nighttime guided beach walk, the following conditions shall apply:

1. In the event that disoriented hatchlings are encountered, hatchlings may only be handled by the Marine Turtle Permit Holder or their authorized personnel. The Marine Turtle Permit Holder or walk participants may not collect hatchlings as they emerge and disperse from a nest. Only disoriented marine turtle hatchlings may be recovered – disoriented hatchlings shall be considered those that have traveled a minimum of 20 feet from the clutch site and become disoriented (e.g., are traveling at an angle of 45 degrees or greater from the most direct path to the water). If hatchlings are making

their way towards the ocean at an angle less than 45 degrees from the most direct path to the water, the Marine Turtle Permit Holder or walk participants may not collect these hatchlings.

2. Flashlights or other artificial lights may not be utilized during the release of any disoriented hatchlings. This applies to any members of the public observing such releases, as well as all permitted personnel involved in the release. Use of flashlights is prohibited, except when necessary to locate disoriented marine turtle hatchlings or verify that all released hatchlings have departed the swash zone. Any flashlight or head lamp used shall have either a red LED light source or employ a red filter that eliminates short wavelength light. Flashlights may not be used to attract hatchlings into the water.

3. Occasionally, individual hatchlings may need assistance in reaching the water. In such cases, the Marine Turtle Permit Holder or their authorized personnel may move them closer to the water's edge or place them in the shallows so the hatchling can swim offshore on their own.

4. Recovered disoriented hatchlings should be released immediately after recovery. Disoriented hatchlings may not be held while waiting for subsequent emergences of hatchlings from the same nest or different nests. If disoriented hatchlings need to be temporarily contained in order to recover additional disoriented hatchlings from the same emergence, they shall be placed in a bucket with a small amount of moist sand in the bottom. Hatchlings should not be held in water.

5. Release of recovered disoriented hatchlings shall be attempted as close to the original nest site as possible. The first release attempt should take place closer to the water line seaward of the nest site. If the hatchlings continue to disorient, the hatchlings may be transported to a nearby section of beach that is darker.

6. Under no circumstance shall volunteers hold hatchlings at their home or other unauthorized location. Only FWC Marine Turtle Permit holders may dispose of dead hatchlings.

7. Disorientation forms shall be completed for each hatchling emergence event where hatchlings become disoriented. These disorientation forms shall be submitted to FWC electronically (SeaTurtleLighting@MyFWC.com) or via fax (561-743-6228) within 48 hours.

This signed permit and a copy of Marine Turtle Permit #13-033 must be in your possession while conducting the nighttime guided beach walk. Please ensure that you have any necessary authorizations from local entities to conduct the proposed activities.

This authorization expires December 31st, 2013. If you have any questions, please contact Mrs. Meghan Koperski at (561) 575-5975 or via e-mail at MTP@MyFWC.com.

Sincerely,

Robbin N. Trindell, Ph.D.
Biological Administrator

ec: ISM, Tequesta
Mrs. Ann Marie Lauritsen, FWS

EXHIBIT D

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C96-0087-TDC Tracking Number: 462-12

Contractor/Lessee Name: George W. Gray

Purpose: Amendment #3 price increase

Date/Term: Indefinite

Amount: $35,000.00

Department: TDC

Dept. Monitor Name: G. Donovan/J. Triplett

1. ☐ GREATER THAN $50,000
2. ☑ GREATER THAN $25,001
3. ☐ $25,000 OR LESS

Purchasing Review

Procurement requirements are met:

Contracts & Lease Coordinator Date: 8/1/12

Risk Management Review

Approved as written:

Approved via e-mail (Attached)

Risk Management Director Date: 8/1/12

County Attorney Review

Approved as written:

Approved via e-mail (attached)

County Attorney Date: 8/1/12

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager Date: _____

Amendment # 3 to Management Operating Agreement

Contract # C96-0087-TDC

This AMENDMENT, entered into this 8th day of August, 2012 by and between the County of Okaloosa ("COUNTY") and Mr. George W. Gray, The Stranding Center, Inc., Post Office Box 5048, Destin, FL 32540.

WHEREAS, the parties did, on April 23, 1996, enter into an Agreement for the management of the turtle nesting season in Okaloosa County defined by the State of Florida as May1 through October 31 and,

WHEREAS, the parties amended said agreement on October 1, 2003 increasing the total contract cost to $29,000 and,

WHEREAS, parties desire to amend said Agreement as hereinafter set forth effective May 1, 2010

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Agreement and all Amendments thereto, it is mutually agreed to as follows:

1. Compensation: the total price charged to Okaloosa County by Mr. George Gray shall be changed to $35,000 as the result of higher operating costs. This price shall become effective retroactively from May 1, 2010, and shall remain firm through the continuing contract.

Except as hereinabove provided, said Agreement, dated April 23, 1996, is hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives the day and year first written above.

ATTEST:

DON W. HOWARD

CLERK OF CIRCUIT COURT

By: Gary J. Stanford

Gary J. Stanford, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

OKALOOSA COUNTY, FL

By: Don R. Amunds

Don R. Amunds, Chairman

SEAL

George W. Gray 8-1-12

George W. Gray

CONTRACT # C96-OO87-TDC
GEORGE W. GRAY
TURTLE NESTING SURVEY
EXPIRES: INDEFINITE

BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

DATE: August 7, 2012

TO: Honorable Chairman & Members of the Board

FROM: Greg Donovan, Interim Director
Tourist Development

SUBJECT: Amend Turtle Watch Contract

DISTRICT: All

REQUESTING DEPARTMENT: Tourist Development

STATEMENT OF ISSUE:

On July 18, 2012, the Tourist Development Council unanimously recommended that the BCC amend contract C96-0087-TDC increasing the contract amount from $29,000.00 to $35,000.00 per year effective from May, 2010 to reflect contract discrepancies.

BACKGROUND AND ANALYSIS:

The TDC entered into a contract (C96-0087-TDC) with George Gray for turtle monitoring services in 1996. This service is required by the State of Florida if any community engages in mechanical beach cleaning.

The original contract amount was for $25,000.00 per year and was amended in 2003 to increase the amount to $29,000.00 per year. In April 2010, it was agreed by the Executive Director and Coastal Management Coordinator of the TDC that an increase to $35,000.00 was warranted. This was the first increase requested by the contractor in seven years.

Through a recent review by the Finance Department it was discovered that a third amendment to the turtle watch contract reflecting the amount of $35,000 had not been properly recorded. Even though the contractor has been receiving payments totaling $35,000.00 annually since May of 2010 and the specific budget line item (1170-534111) has been budgeted for $35,000 per year since FY10, the contract on file itself does not indicate the change.

The proper procedure to rectify this situation since the amount is more than 10% of the initial contract price is to request BCC approval to amending to the contract to reflect the current, annual amount of $35,000.00 and to make it effective from May of 2010.

The Tourist Development Council voted unanimously on July 18, 2012 to recommend to the BCC to take this action.

OPTIONS: Approve / Disapprove

RECOMMENDATION: Staff recommendation is to approve amending contract C96-0087-TDC.

RECOMMENDED BY: _____
Greg Donovan, Interim Director

APPROVED BY: _____
James D. Curry, County Administrator

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/23/96

Contract/Lease Control #: C96-0087-TDI-04

Bid #: N/A **Contract/Lease Type:** AGREEMENT

Award To/Lessee: GEORGE W. GRAY

Lessor: _____

Effective Date: 5/1/96

Term: INDEFINITE

Description of Contract/Lease: SURVEY TURTLES ~~$25,000.00~~ 29,000.00 10/8/01

Department Manager: TDC

Department Monitor: DEBBIE STERN

Monitor's Telephone #: 651-7131

Monitor's FAX #: 651-7149

Date Closed: _____

AGREEMENT FOR ENDANGERED SPECIES/TURTLE SURVEY SERVICE

THIS AGREEMENT made and entered into on this date April 23, 1996 by and between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA** ("Okaloosa County") and Mr. George W. Gray, ("Contractor").

IN CONSIDERATION of the mutual benefits and promises contained herein, and reliance hereon, the parties agree:

1. **Term.** The initial term of this agreement is for the turtle nesting season defined by the State of Florida as May 1, 1996 through October 31, 1996. This period may be extended for any additional time which is required for continued monitoring of existing nests as required under state permit requirements. Okaloosa County intends that this contract establish an ongoing service relationship and as such, this Agreement shall automatically renew for the next year's defined turtle season on January 30th of each new year unless and until either the County or the Contractor determine that it is adviseable and advantageous to terminate the continuing service relationship between the partieis pursuant to the terms provided in Paragraph 10 of the Agreement. Contractor hereby acknowledges that this Agreement is completely dependant on the appropriation of legally available funds by the Okaloosa County Commission and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered as void with neither party having any further obligation or liability related thereto.

2. **Specifications.** Contractor will conduct daily turtle track/nesting surveys and marking as required by the Florida Department of Environmental Protection as specified in the

"Specifications" attached, incorporated and marked as Exhibit "A", to this Agreement. In the event of a conflict, this Agreement shall prevail over the Specifications.

3. **Compensation.** Okaloosa County shall pay the Contractor for full and timely performance of its obligations hereunder, the total amount of $25, 000.00 as follows:

A. **INITIAL PAYMENT** - The amount of $845.25 shall be paid to the Contractor within fourteen (14) days of the execution of this Agreement to fund the initial purchase of insurance by the Contractor.

B. **MONTHLY PAYMENT** - The amount of $4,025.79 shall be payable monthy within 15 days of receipt of the invoice by the Finance Department. The first payment will be made in June, 1996.

4. **General Scope of Work.**

A. **SURVEY AREA** - Contractor shall perform a daily marine turtle track survey along the entire shoreline area and related dry sand areas seaward of the primary dune system in the following areas:

i. West Section - from the boundary of the U.S. Air Force reservation property at the El Matador Condominiums going east to the boundary of the U.S. Air Force property adjacent to the John C. Beasley County Park. This West section of the total survey area contains approximately 3.5 miles of shoreline.

ii. East Section - from the eastern boundary of Okaloosa County west to the East Jetty at the East Pass then north along the eastern shore of the East Pass for approximately ¼ of a mile. This east section contains approximately 5.3 miles of

shoreline. NOTE: This section does not include the area of shoreline within the boundaries of the Henderson Beach State Park.

B. **SURVEY AREA** - The daily survey work shall commence May 1, 1996, and continue daily through October 31, 1996 (or until all accountable nests are finalized whichever comes first).

C. **QUALIFICATIONS** - The survey program shall be performed by individual(s) covered by the following:

i. A valid Marine Turtle Permit from the Florida Department of Environmental Protection, Division of Marine Resources;

ii. Specific training in nesting survey patrol; and

iii. Any necessary authorization from Okaloosa County and/or the City of Destin for the operation of vehicles on the beach. These authorization will be obtained by the Contractor for his or her self and all Contractor's assistants prior to May 1, 1996.

D. **SURVEY TIMING** - The surveys are to be conducted each day, rain or shire, starting no later than 5:00 a.m. until the survey work is completed, but no later than 6:30 a.m. in order to allow the beach contractors to start removal of trash and beach cleaning activities.

E. **REPORTING REQUIREMENTS** - Newly discovered turtle tracks must be appropriately marked and written report(s) reported to the Tourist Development Council (TDC) Executive Director or his designee as soon as possible after discovery and marking. Contractor shall maintain and provide the TDC a complete record of all Contractor's activities, including by way of example and not limitation, the beginning and ending time

of each survey, the names of the personnel conducting the survey, the location of the tracks reported, and the description of any action taken by personnel submitting such report. In addition, the County may request such additional information and/or reports related to his activities under this Agreement from the Contractor as may be required by the Florida Department of Environmental Protection under the County's permit for activities seaward of the Coastal Construction Control Line which is related to the County's beach mechanical beach cleaning operation. Final payment maybe withheld until the year end survey report and documentation necessary are presented to the Executive Director by the Contractor.

5. **Indemnification.** Contractor shall defend, indemnify and hold harmless Okaloosa County, and the Okaloosa County Tourist Development Council (the "TDC") their officers, agents, and employees, of and from any claim or demand for injury to persons or property arising from or associated with, in whole or in part, Contractor's performance of observance, or failure to perform or observe, any covenant or obligation hereunder.

6. **Insurance.** Before commencing work and at all times throughout the life of this Agreement, Contractor shall maintain at least the following insurance coverage:

A. General Liability insurance through a company reasonably acceptable to Okaloosa County with minimum limits of three hundred thousand dollars ($300,000.00) for bodily injury and death per occurrence, and not less than fifty thousand dollars ($50,000.00) for damage to property per occurrence.

B. Automobile Liability insurance though a company reasonably acceptable to Okaloosa County with minimum limits of three hundred thousand dollars ($300,000.00)

for bodily injury and death per occurrence, and not less than fifty thousand dollars ($50,000.00) for damage to property per occurrence.

C. Worker's Compensation insurance to cover all employees working in any capacity in this work or a statement specifying basis for exemption for such payments.

In general, each policy should name Okaloosa County, its officers, agents, and employees, as additional insured and should require thirty (30) days advance written notice of cancellation to the County. A certificate of such insurance acknowledging such thirty (30) day notice shall be provided to the County immediately upon execution of this Agreement. No later than ten (10) days before commencing work, the Contractor shall provide the County with evidence of payment of the initial premium payment on each specified policy.

7. **Turtle Permit.** The parties intend that Contractor's personnel shall perform the turtle track surveys under DEP Turtle Permit 033 (the "Turtle Permit") held by the Contractor. The Contractor agrees to provide the County and the TDC with documentation indicating that the Turtle Permit is currently valid and will be valid for the term of this Agreement at the execution of this Agreement.

8. **Volunteer Training.** The parties agree that the TDC and/or the County are interested in developing a volunteer resource protection program within the County that would encourage voluntary citizen participation in publicly sponsored resource protection activities like the conduct of this daily shoreline survey. In view of that goal, the Contractor agrees to develop and implement, during the contract term, a training program for selected representatives of the

Okaloosa County Board of County Commissioners which could qualify them to obtain certification by the DEP to conduct turtle nesting surveys.

9. **Transfer of Contract.** This contract is not transferable by the Contractor under any circumstances without the express written approval of the County through the Tourist Development Council.

10. **Breach and Termination of the Agreement.**

A. **Non-Renewal** - The parties agree that this Agreement shall terminate at the written election of either party, for any reason, not to renew the Agreement. This notice shall be delivered to the other party no later than January 1st of each new year and shall, at a minimum, affirm the party's decision not to renew the contract for an additional turtle season.

B. **Termination for Breach** - In the event of any breach of the terms and conditions of this Agreement, the County shall have, in addition to any other available remedy, the right to terminate the Agreement and to obtain a substitute Contractor to provide these vital services. The County's right to terminate shall be conditioned on the provision of notice and opportunity to cure the breach. The County shall provide the Contractor with written notice of any breach which specifies both the nature of the breach and the opportunity to cure same within seven (7) days of the date of delivery of the notice. The County retains the right to obtain replacement services for any days that the Contractor fails to perform under this Agreement and to deduct the cost of those replacement services from any amounts due to Contractor. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand from the County.

11. **Notices.** Any notice, demand, or communication required, permitted or desired to be given hereunder shall be deemed effectively given when delivered to the following addresses in the matter prescribed below:

BY HAND-DELIVERY ONLY

County Manager
Board of County Commissioners
Okaloosa County
1804 Lewis Turner Blvd., Ste. 100
Fort Walton Beach, FL 32547

COPY TO

Executive Director
Okaloosa County Tourist
Development Council
Post Office Box 609
Fort Walton Beach, FL 32549

BY MAIL ONLY

Mr. George W. Gray
P.O. Box 5048
Destin, FL 32540-5048

or to such other address, and to the attention of such other person(s) or officer(s) as wither party may subsequently designate by written notice to the other.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first ablove written.

BOARD OF COUNTY COMMISSIOENRS OF OKALOOSA COUNTY

BY: _____
Chairman

SEAL

ATTEST:

CLERK OF THE CIRCUIT COURT

BY: _____
George W. Gray

Amendment to Management Operating Agreement

THIS AMENDMENT, entered into this 1ST day of OCTOBER, 2003, by and between the County of Okaloosa ("COUNTY") and Mr. George W. Gray, The Stranding Center, Inc., Post Office Box 5048, Destin, FL 32540.

WITNESSETH:

WHEREAS, the parties did, on April 23, 1996, enter into an Agreement for the management of the turtle nesting season in Okaloosa County defined by the State of Florida as May 1 through October 31 and,

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth effective October 1, 2003.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Agreement and all Amendments thereto, it is mutually agreed to as follows:

1. Compensation: The total price charged to Okaloosa County by Mr. George Gray shall be changed to $29,000.00 as a result of higher insurance and operating costs. This price shall become effective on October 1, 2003, and shall remain firm through the continuing contract.

Except as hereinabove provided, said Agreement, dated April 23, 1996, is hereby in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives the day and year first written above.

COUNTY OF OKALOOSA
STATE OF FLORIDA

George W. Gray
The Stranding Center, Inc.

Chris Holley
County Manager

CONTRACT: TURTLE SURVEY SERVICE
CONTRACT NO.: C96-0087-TDI-04
GEORGE W. GRAY
EXPIRES: INDEFINITE