

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/06/2021

Contract/Lease Control #: C18-2692-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: GEORGE GRAY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/20/2021

Expiration Date: 04/19/2022 W/1 1 YR RENEWAL

Description of: ENDANGERED SPECIES TURTLE SURVEY SERVICE

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-5387

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C18-2692-100 Tracking Number: 4256-21
Procurement/Contractor/Lessee Name: George Gray Grant Funded: YES ___ NO X
Purpose: Endangered species Tumble service
Date/Term: 4-19-2022
Department #: 1175
Account #: 534111
Amount: \$49,000
Department: 100 Dept. Monitor Name: Adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-9-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: No Fed'd help Grant Name: _____
Date: _____
Grants Coordinator

Risk Management Review

Approved as written: See mail attached Date: 3-9-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: See mail attached Date: 3-17-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, March 9, 2021 9:32 AM
To: DeRita Mason
Subject: RE: George Gray renewal & amend 1

Approved by Risk.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 9, 2021 7:55 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: George Gray renewal & amend 1

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, March 16, 2021 4:32 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: George Gray renewal & amend 1
Attachments: Gray Renewal Amend 1.docx

Please find attached my revisions. As revised this is approved for legal sufficiency.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson^{PA}**

SERVICES AT LAW

1500 Mahan Dr. Ste. 200

Tallahassee, FL 32308

T. (850) 224-4070

kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, March 9, 2021 8:55 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: George Gray renewal & amend 1

Good morning,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB

**RENEWAL & AMENDMENT NO. 1 TO AGREEMENT FOR
ENDANGERED SPECIES TURTLE SURVEY SERVICE**

CONTRACT # C18-2692-TDD

This Renewal and Amendment No. 1 hereby renews and amends the Contract effective April 20, 2018, by and between Okaloosa County, Florida ("County") and George W. Gray ("Contractor"), also known as County Contract No. C18-2692-TDD.

WITNESSETH:

WHEREAS, the initial term of the Contract expires on April 19, 2021, and provides for two, one-year renewal options; and

WHEREAS, both parties desire to exercise the first renewal option; and

WHEREAS, the County desires to amend the Contract to clarify County staff attendance at turtle surveys and educational beach walks.

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

1. The Contract is hereby renewed for one year from April 20, 2021 through April 19, 2022.
2. Section IV. Payment is hereby amended as follows: The County shall pay the Contractor for the full and timely performance of its obligations hereunder, a total amount not to exceed \$49,000.00 per calendar year to be paid in monthly installments. Payment shall be reduced by the amount of \$266.30 for each day Okaloosa County staff is not permitted to attend turtle surveys and educational beach walks as scheduled due to Contractor's failure to timely respond or other negligence on behalf of the Contractor. For each year of this Agreement, the Contractor shall invoice the County in six (6) equal monthly amounts of \$8,166.67 for Services performed during the turtle nesting seasons (May 1st to October 31st). The first invoice should be submitted in June. The amount billed monthly shall be for services provided during the prior month. All invoices for services rendered shall be submitted in detail sufficient to proper pre-audit and post-audit review to ensure that the services were performed, and the correct amount has been invoiced.
3. Section XVV. Survey Timing second paragraph is hereby amended as follows: 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. County shall email Contractor no later than 8am CST each Friday with the following week's schedule of days the County will be in attendance. Contractor shall respond via email by 5pm CST the same day to confirm start times and locations for the County's desired days of attendance the following week.
4. Section XVVIII. Educational Activities is hereby amended to include the following sentence: Contractor shall email County no later than 8am CST each Friday with the dates, times, and

locations of the following week's beach walks. County shall respond via email by 5pm CST the same day to confirm whether County staff will be in attendance.

5. This Renewal and Amendment No. 1 shall be effective upon execution by the County with the renewal term going into effect April 20, 2021.
6. All other provisions of Contract # C18-2692-TDD shall remain in full force and effect throughout the duration of this renewal and amendment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

GEORGE W. GRAY


George Gray, Owner

Date: 4-5-2021

OKALOOSA COUNTY, FLORIDA

Faye

Douglas

Faye Douglas, OMB Director

Digitally signed by Faye Douglas
Date: 2021.04.06
07:12:01 -05'00'

Date: _____

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04-1202018

Contract/Lease Control #: C18-2692-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: GEORGE GRAY

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/20/2018

Expiration Date: 04/19/2021 W/2 1 YR RENEWALS

Description of Contract/Lease: ENDANGERED SPECIES TURTLE SURVEY SERVICE

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



Marine Turtle Permit

Florida Fish and Wildlife Conservation Commission
Imperiled Species Management Section-Tequesta Field Lab, 19100 SE Federal Highway
Tequesta, FL 33469
(561) 882-5964

Permittee: GEORGE GRAY
EMERALD COAST TURTLE WATCH
P.O. BOX 5048
DESTIN, FLORIDA 32540
UNITED STATES

Permit#: MTP-19-033
Effective Date: 02/28/2019
Expiration Date: 12/31/2019

Principal Officer: GEORGE GRAY
Qualified Individual: George Gray

CONTRACT#: C18-2692-TDD
GEORGE GRAY
ENDANGERED SPECIES TRURTLE SURVEY SERVICE
EXPIRES: 04/19/2021 W/2 1 YR RENEWALS

Is Authorized to:

1. conduct nesting surveys;
2. relocate nests for conservation purposes - see Conditions;
3. conduct stranding/salvage activities;
4. maintain & display preserved specimens;
5. monitoring for mechanical beach cleaning;
6. conduct public hatch success evaluations;
7. outfit nests with restraining cage - when specifically approved by FWC on a case-by-case basis;
8. conduct hatch success evaluations - see Conditions; and
9. recover & release disoriented hatchlings - see Conditions.

Authorized Nesting Survey

- Area:**
1. Navarre Beach;
 2. Okaloosa County Island Beaches;
 3. Okaloosa County Beaches - Middle; and
 4. Okaloosa County Beaches - East.

Principal Officer Signature: _____ Date: _____

Not valid unless signed by the Principal Officer. By signature, the Principal Officer 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, the Qualified Individual and all authorized personnel listed below have read and agree to abide by all Florida Fish and Wildlife Conservation Commission (FWC) Marine Turtle Conservation Handbook sections 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. Principal Officer must provide a signed copy of this permit to the FWC (address above or MTP@MyFWC.com) to activate this permit.

Authorized By: ROBBIN TRINDELL Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____ Date: 02/28/2019
Marine Turtle Permit

Authorized Research Projects: None.

Authorized Monitoring Projects:

1. Monitoring for Navarre Beach Dune and Berm Nourishment project (DEP File No. 0220096-006-JC), authorized 2016.

Authorized Personnel:

Sara Gray; Cathy Holmes; James Holmes; Cinnamon Taylor; Jeff Ragland; Neil Gray; Pam Saxton; Palge Douglas; Ralph Agnew; Michael Sandler; Johnny Springfield; Jenna King; Shelby Proie; Michelle Pettis; Arianna Clough; Susan Calhoun; Ali Hooker.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permitted individuals must adhere to the FWC Marine Turtle Conservation Handbook developed under a Section 6 Cooperative Agreement between FWC and the U.S. Fish and Wildlife Service.
- 2 All transfers of marine turtles or specimens into or out of the State of Florida must be accompanied by a specific consent permit from FWC.
- 3 See attached Marine Turtle Monitoring for beach restoration projects.
- 4 Nest relocation is limited to:
 1. Nests low enough on the beach to be washed daily by tides, or
 2. Nests situated in well-documented high risk areas that routinely experience serious erosion and egg loss.

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.

- 5 Nest inventories (i.e., hatch and emergence success evaluations) of loggerhead and green turtle nests may only be conducted no earlier than 72 hours after the first sign of emergence or 70 days after the eggs were deposited, whichever occurs first. Nest inventories of leatherback nests may be conducted no earlier than 72 hours after the first signs of emergence or 80 days after the eggs were deposited, whichever occurs first. A nest that has been subjected to inundation, excessive rainfall, shading, or cool fronts, should not be excavated until 80 days after egg deposition or 96 hours after the first emergence to allow all hatchlings to emerge naturally before excavating the nest.

If 10 or more live hatchlings are encountered during a hatch success evaluation, recover the egg chamber with moist sand and return the site to its original condition. Permittee and Authorized Personnel must wait at least 24 hours before attempting to excavate again. This process should be repeated until such time as <10 live hatchlings are encountered in the nest indicating that the mass emergence has already occurred and that hatchlings able to leave the nest on their own have done so.

Nests may not be evaluated earlier than outlined above for any reason without specific written approval from FWC prior to evaluation.

- 6 The following conditions are associated with the activity "recover & release disoriented hatchlings" in Okaloosa & Santa Rosa Counties:
 1. Each person authorized to participate in the recovery and release of disoriented or caged marine turtle hatchlings must attend at least 2 training sessions (1 orientation course and 1 field-based session with Mr. George Gray or an authorized individual designated by Mr. George Gray).
 2. The Qualified Individual and Authorized Personnel shall access and travel the beach by foot only.
 3. Spot checking of marked nests and response to notifications (e.g., phone call, text) of disorientation events is authorized.
 4. Sticks or other poking/probing devices may not be used.
 5. Use of flashlights is prohibited, except when necessary to: locate disoriented marine turtle hatchlings; verify that all released hatchlings have departed the swash zone; or to confirm nest label on the nest stakes. 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.

6. Flash photography is strictly prohibited under all circumstances.
7. Recovered hatchlings should be released as soon after recovery as possible; hatchlings that can be released should not be held more than 30 minutes 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.
8. All live hatchlings must be released within two hours of their collection. Release of recovered disoriented hatchlings shall be attempted immediately after hatchling recovery and 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. If the hatchlings are lethargic, injured, still have a yolk sac, or have not successfully departed the surf zone or nearshore waters within 10-15 minutes of release, they should be retrieved and release attempted again later as outlined in the FWC Marine Turtle Conservation Handbook, Section 2.
9. Only disoriented marine turtle hatchlings may be recovered. If hatchlings are making their way towards the ocean at an angle less than 45 degrees from the most direct path to the water, volunteers may not collect these hatchlings. Volunteers may not collect hatchlings as they emerge and disperse from a nest until such time as the hatchlings have traveled a minimum of 10 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).
10. Disorientation forms shall be completed for each hatchling emergence event where hatchlings become disoriented. These disorientation forms shall be submitted to FWC at least weekly via FWC's online Disorientation Reporting System, e-mail (SeaTurtleLighting@MyFWC.com) or fax (561-743-6228).
11. A summary of the activities of this program shall be submitted to Imperiled Species Management staff no later than the expiration date of this permit. This summary shall include, minimally: the number of live disoriented hatchlings recovered, the number of dead disoriented hatchlings recovered; the number of disorientation events documented as a result of nighttime notification and response; the date disoriented hatchling recovery activities were initiated; the date disoriented hatchling recovery activities were terminated; and an evaluation of the 2019 season. The summary should be sent to MTP@MyFWC.com or 19100 SE Federal Highway, Tequesta, Florida, 33469.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 2190-18
Procurement/Contractor/Lessee Name: George Gray Grant Funded: YES ___ NO X
Purpose: endangered species survey service
Date/Term: 3yrs w 2/yr renewals 1. GREATER THAN \$100,000
Amount: 49,000 2. GREATER THAN \$50,000
Department: TBD 3. \$50,000 OR LESS
Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 2-6-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)
** Advertise Sole source*

Approved as written:
[Signature] Date: 2/6/2018
Grants Coordinator Renee Biby

Risk Management Review

Approved as written: *with change made chngs 2-7-18*
[Signature] Date: 2-7-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:
[Signature] Date: 2-8-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

SOLE SOURCE PURCHASE JUSTIFICATION REQUEST

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirements for a particular proprietary item does not justify a sole source purchase, if, there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

Date: 01/25/2018 **PR No:** **Requestor:**Alex Fogg

Phone No: 850-609-5394

Department/Division: Tourist Development Department

Item Description: Endangered Species Turtle Survey Service

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

Sole Source Justification (Use additional paper if necessary)

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.

Check One:

The item is available only from one vendor (sole source justification is attached).

Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).



Requesting Department Director Signature
(or authorized Designee)



Date

REVIEW BY PURCHASING DEPARTMENT

Purchasing Department Comments:

Balance with DEPARTMENT HEAD'S RECOMMENDATION



Greg Kisela

Purchasing Director Signature

Date 2/18/16

Approved:

Disapproved:

DeRita Mason

From: Alex Fogg
Sent: Tuesday, February 06, 2018 8:31 AM
To: DeRita Mason
Subject: FW: Turtle surveys

1175
account
534111 department #

Here is the justification. Is this acceptable?

From: Trindell, Robbin [mailto:robbin.trindell@MyFWC.com]
Sent: Tuesday, February 6, 2018 8:28 AM
To: Alex Fogg <afogg@co.okaloosa.fl.us>
Cc: Koperski, Meghan <Meghan.Koperski@MyFWC.com>
Subject: RE: Turtle surveys

Alex,

Mr. George Grey holds FWC Marine Turtle Permit MTP-18-033 to survey all Okaloosa Island beaches excluding federal and state lands. In accordance with Florida Statute 379.2431(1) and Florida Administrative Code Rule 68E-1, FWC does not issue duplicate permits for statewide and index nesting beach surveys; thus, Mr. Grey is the only person authorized to conduct nesting surveys, mark nests, monitor for mechanical beach cleaning, and conduct hatch success evaluations on these beaches. Please let me know if you require additional information.

Sincerely,

Robbin N. Trindell, Ph.D.
Biological Administrator III
Imperiled Species Management
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399-1600
(850)922-4330

From: Alex Fogg [mailto:afogg@co.okaloosa.fl.us]
Sent: Wednesday, January 31, 2018 10:11 AM
To: Trindell, Robbin <robbin.trindell@MyFWC.com>
Subject: Turtle surveys

Good Morning Robin,

I am in the process of taking over a number of projects here in Okaloosa County including the Turtle lighting and Beach Turtle surveys.

We are working to renew a contract with Mr. George Gray (Stranding Center Inc) and we are running into some issues with Sole Source Justification. As far as we know, Mr. Gray is the only permitted entity to perform the summer turtle surveys and as such he is the only individual we can contract with.

Is it correct that additional permits are not issued to other groups/individuals?



Marine Turtle Permit

Florida Fish and Wildlife Conservation Commission
Imperiled Species Management Section-Tequesta Field Lab, 19100 SE Federal Highway
Tequesta, FL 33469
(561) 882-5964

Permittee: GEORGE GRAY Permit#: MTP-18-033
EMERALD COAST TURTLE WATCH Effective Date: 01/01/2018
P.O. BOX 5048 Expiration Date: 12/31/2018
DESTIN, FLORIDA 32540
UNITED STATES
Principal Officer: GEORGE GRAY
Qualified Individual: George Gray

Is Authorized to:

1. conduct nesting surveys;
2. relocate nests for conservation purposes - see Conditions;
3. conduct stranding/salvage activities;
4. maintain & display preserved specimens;
5. monitoring for mechanical beach cleaning;
6. conduct public hatch success evaluations;
7. outfit nests with restraining cage - when specifically approved by FWC on a case-by-case basis;
8. conduct hatch success evaluations; and
9. recover & release disoriented hatchlings - see Conditions.

Authorized Nesting Survey

- Area:
1. Navarre Beach;
 2. Okaloosa County Island Beaches;
 3. Okaloosa County Beaches - Middle; and
 4. Okaloosa County Beaches - East.

Principal Officer _____ Date: _____
Signature: _____

Not valid unless signed by the Principal Officer. By signature, the Principal Officer 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, the Qualified Individual and all authorized personnel listed below have read and agree to abide by all Florida Fish and Wildlife Conservation Commission (FWC) Marine Turtle Conservation Handbook sections 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. Principal Officer must provide a signed copy of this permit to the FWC (address above or MTP@MyFWC.com) to activate this permit.

Authorized By: ROBBIN TRINDELL Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____ Date: 02/06/2018
Marine Turtle Permit

Authorized Research Projects: None.

Authorized Monitoring Projects:

1. Monitoring for Navarre Beach Dune and Berm Nourishment project (DEP File No. 0220096-006-JC), authorized 2016.

Authorized Personnel:

Sara Gray; Cathy Holmes; James Holmes; Cinnamon Taylor; Jeff Ragland; Neil Gray; Pam Saxton; Paige Douglas; Ralph Agnew; Michael Sandler; Johnny Springfield; Melissa Bishop; Jenna King; Shelby Proie; Michelle Pettis; Korri Bindl.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permitted individuals must adhere to the FWC Marine Turtle Conservation Handbook developed under a Section 6 Cooperative Agreement between FWC and the U.S. Fish and Wildlife Service.
- 2 All transfers of marine turtles or specimens into or out of the State of Florida must be accompanied by a specific consent permit from FWC.
- 3 See attached Marine Turtle Monitoring for beach restoration projects.
- 4 Nest relocation is limited to:
 1. Nests low enough on the beach to be washed daily by tides, or
 2. Nests situated in well-documented high risk areas that routinely experience serious erosion and egg loss.

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.

- 5 The following conditions are associated with the activity "recover & release disoriented hatchlings" in Okaloosa & Santa Rosa Counties:
 1. Each person authorized to participate in the recovery and release of disoriented or caged marine turtle hatchlings must attend at least 2 training sessions (1 orientation course and 1 field-based session with Mr. George Gray or an authorized individual designated by Mr. George Gray).
 2. The Qualified Individual and Authorized Personnel shall access and travel the beach by foot only.
 3. Spot checking of marked nests and response to notifications (e.g., phone call, text) of disorientation events is authorized.
 4. Sticks or other poking/probing devices may not be used.
 5. Use of flashlights is prohibited, except when necessary to: locate disoriented marine turtle hatchlings; verify that all released hatchlings have departed the swash zone; or to confirm nest label on the nest stakes. 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.
 6. Flash photography is strictly prohibited under all circumstances.
 7. Recovered hatchlings should be released as soon after recovery as possible; hatchlings that can be released should not be held more than 30 minutes 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.
 8. All live hatchlings must be released within two hours of their collection. Release of recovered disoriented hatchlings shall be attempted immediately after hatchling recovery and 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. If the hatchlings are lethargic, injured, still have a yolk sac, or have not successfully departed the surf zone or nearshore waters within 10-15 minutes of release, they should be retrieved and release attempted again later as outlined in the FWC Marine Turtle Conservation Handbook, Section 2.
 9. Only disoriented marine turtle hatchlings may be recovered. If hatchlings are making their way towards the ocean at an angle less than 45 degrees from the most direct path to the water, volunteers may not collect these hatchlings. Volunteers may not collect hatchlings as they emerge and disperse from a nest until such time as the hatchlings have traveled a minimum of 10 feet from the clutch site and become

- disoriented (e.g., are traveling at angle of 45 degrees or greater from the most direct path to the water).
10. Disorientation forms shall be completed for each hatchling emergence event where hatchlings become disoriented. These disorientation forms shall be submitted to FWC weekly via e-mail (SeaTurtleLighting@MyFWC.com) or fax (561-743-6228).
 11. A summary of the activities of this program shall be submitted to Imperiled Species Management staff no later than the expiration date of this permit. This summary shall include the number of disoriented hatchlings recovered (both live and dead) by volunteers, the number of disorientation events documented, the number of volunteers involved and an evaluation of the 2018 season. The summary should be sent to MTP@MyFWC.com or 19100 SE Federal Highway, Tequesta, Florida, 33469.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

**AGREEMENT
ENDANGERED SPECIES TURTLE SURVEY SERVICE**

This Agreement executed and entered into this 20th day of April, 2018, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and George W. Gray, (hereinafter the "contractor"), a private individual, certified to conduct business in the State of Florida, whose principal address is P.O. Box 5048, Destin, FL 32540, states as follows:

WITNESSETH:

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 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; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Fish and Wildlife Permit, attached hereto and made a part of the contract.
2. Exhibit "B", Standard Contract Clauses.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

Contractor shall perform daily marine turtle tract 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 31st.

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: (these areas must be surveyed simultaneously)

1. West Section. From the boundary of the U.S. Air Force reservation property at the El Matador Condominiums (Latitude: 30°23'49.84N", 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). The West section of the total survey area contains approximately 3.5 miles of the 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 ¼ of a mile (Latitude: 30°23'12.53"N, Longitude: 86°30'23.81"W). This East section of the 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 State Park.

III. 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 or individual operation under the permit;
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.

IV. Payment

The County shall pay the Contractor for full and timely performance of its obligations hereunder, a total amount not to exceed \$49,000 per calendar year to be paid in monthly installments. For each year of this Agreement, the Contractor shall invoice the County in six (6) equal monthly amounts of \$8,166.67 for Services performed during the turtle nesting season (May 1st to October 31st). The first invoice should be submitted in June. 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 the correct amount has been invoiced.

IV. Invoice Requirements

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of invoice date.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

V. Duration of Contract and Termination of this contract

This Contract will be effective upon completion of signatures by both parties and shall run for a period of three (3) years from the date of signing. This contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of this contract.

The County may terminate this contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Contract in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate this contract, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate this contract, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates this contract, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination.

The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any Contractor to allow public access to all documents, papers, letters or other material subject to

the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Contract unless the records are exempt.

VI. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Alex Fogg-Marine Resource Coordinator
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
Phone: 850-651-7131
Email: afogg@co.okaloosa.fl.us

The authorized representative for Contractor shall be:

George Gray
P.O. Box 5048
Destin, FL 32540
Phone: 850-585-9999
Email: gwgrey23@aol.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

VII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 this contract term and following completion of this contract if the Contractor does not transfer the records to the County.
4. Upon completion of this 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 this 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 this 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.

VIII. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

IX. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

X. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, contracts or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual contract of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of

the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XI. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent Contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XIII. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XIV. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XV. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Frank Goldstein represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Frank Goldstein obligations hereunder have been duly authorized and that this contract is a valid and legal contract binding on the Contractor and enforceable in accordance with its terms.

XVI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor in order to make a determination as to the capability of the sub-contractor to perform properly under this Contract. The County's acceptance of a sub-contractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and sub-contractor will need to be approved by the County prior to it being entered into, and said contract shall incorporate in all required terms in accordance with local, state and Federal regulations.

XVII. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, contractors, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.

5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its contractors and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

XVIII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XIV. Federal Regulations

The parties agree to comply with the Federal Regulations as set forth in "Exhibit B", which is expressly incorporated herein as part of the Agreement.

XV. Survey Timing.

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.

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.

If needed Contract 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 of the ATV.

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

XVVI. Turtle Permit

All Services performed under this Agreement shall be pursuant to DEP Turtle Permit MTP-18-033 (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.

XVVII. 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 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 each 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.

XVVIII. Educational Activities

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 classroom and then on the beach itself, and will last between 45 minutes to an hour, weather permitting. Materials used on the educational beach walks must be approved in advance by the TDD. The Contractor shall work with the TDD staff to create an automated sign-in form on the County's leisure website to automate the sign-up and confirmation process. Topics may include:

- Coastal development impacts
- Beach nourishment (pros and cons)
- Natural ecosystems of Florida

- 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

George Gray

George Gray Dwener
Printed Name/Title

George W Gray
Signature

3-8-18
Date:

OKALOOSA COUNTY, FLORIDA

[Signature]
Greg Kisela, Purchasing Director
Stephanie Herriell MS
4/20/18

Date:

Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during this contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under this contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to this contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to this contract. For each employee assigned to this contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to this contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to this contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to this contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to this contract. For each employee assigned to this contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to this contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover contract entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to this contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to this contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to this contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using this contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.