

**DRAFT Fisheating Creek Campground and Paddling Livery
Concessionaire Contract**

THIS CONTRACT (also referred to as "Agreement") is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter "COMMISSION," and _____, whose address is _____, hereinafter "CONCESSIONAIRE."

WHEREAS, the COMMISSION is vested with jurisdiction over the management of Fisheating Creek Wildlife Management Area ("Area" or "WMA") in the State of Florida for the use of the public for recreation, and

WHEREAS, the COMMISSION may grant the exclusive privilege to operate a concession providing the public access to the traditional recreational opportunities at the Fisheating Creek Campground at Palmdale, Florida ("the Campground") focusing on hunting, fishing, camping, canoeing, kayaking and nature appreciation opportunities, and to provide goods and services as hereinafter described, and

WHEREAS, such concessions shall require investment by the CONCESSIONAIRE, and involved some risk of financial loss, and

WHEREAS, the COMMISSION, being fully aware of these factors, shall adopt and pursue such policies with respect to this concession so as not to unnecessarily interfere with day to day operations and to allow the reasonable opportunity for the CONCESSIONAIRE to make a fair return on the investment when operating within the guidelines set forth herein and in the Settlement Agreement.

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

COMPLETE CONTRACT

1. The provisions of the Commission's Request for Proposal FWC 14/15-82, the CONCESSIONAIRE's Proposal, attached hereto as Exhibit A and the Fee Schedule, attached hereto as Exhibit A-1, are incorporated herein. In the Event of conflict between the Contract and Exhibits, the terms of this contract shall govern.

TERM OF AGREEMENT

2. This Contract shall be in full force and effect for a period of five (5) years following execution.

RENEWAL

3. At the option of the COMMISSION, this Contract may be renewed by the COMMISSION for three (3) one-year terms, or for a period that will not exceed five years (the original term). Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal

PERFORMANCE BOND

4. A Performance Bond shall be required from the successful Vendor by the Commission for this project. Prior to commencing any work, and within five (5) days after issuance of the Contract, the Contractor shall furnish a Performance Bond in the amount of \$25,000 to ensure full and complete performance of the contract to the Commission's Tallahassee Purchasing Office. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the contract number assigned to the project by the Commission, with a general description of the project.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bond in behalf of the Surety had the authority to do so on the date of the bond.

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of cash, a money order, a certified check, a cashier's check, or an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

Work shall not begin before the Commission receives the Performance Bond. Failure to provide a Performance Bond or to maintain the Performance Bond current during the contract may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the FWC approved vendor list for future solicitations.

MODIFICATION OR AMENDMENT OF AGREEMENT

5. No waiver, modification, or amendment of this Contract, or of any covenant, condition, or limitation contained herein shall be valid unless in writing and lawfully executed by both parties. It is the intention of the COMMISSION and the CONCESSIONAIRE that no evidence of any waiver, modification, or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this Contract unless such waiver, modification, or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

NOTICES

6. The COMMISSION's South Region, Regional Wildlife Biologist (RWB), or his designee, is hereby designated as the Project Manager. The RWB shall be responsible for ensuring compliance with the terms and conditions of this Contract, and may conduct performance inspections of the concession operation at any time.

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

CONCESSIONAIRE

COMMISSION

Michael Anderson, Regional Wildlife Biologist
South Regional Office
8535 Northlake Blvd.
West Palm Beach, FL 33412
561-625-5122
Email: Michael.Anderson@myfwc.com

OTHER CONTRACTS

7. This Contract, the attachments and all exhibits shall contain the complete Contract between the COMMISSION and the CONCESSIONAIRE and, as of the effective date thereof, shall supersede all other contracts, communications or representations, either verbal or written, between the COMMISSION and the CONCESSIONAIRE relating to the subject matter hereof.

REVENUE PAYMENTS

8. The CONCESSIONAIRE agrees to pay the COMMISSION as compensation for this Contract, a monthly revenue payment on or before the 20th day of the following month in an amount equal to X % of gross sales for all operations of this concession during the previous month. Gross sales, for the purpose of this Contract, are defined as all sales of goods and services under this Agreement excluding tax collections, exchanges and refunds. Sales of goods and services and collections of sales tax must be accounted for separately at the point of sale. If the CONCESSIONAIRE is not able to do this, CONCESSIONAIRE shall calculate sales tax from gross receipts by a method approved by the Florida Department of Revenue.

Monthly revenue payments shall be submitted to the address below. The COMMISSION contract number shall be included on all payments.

Finance and Budget Office – Revenue Section
Florida Fish and Wildlife Conservation Commission
2590 Executive Center Circle, Suite 100
Tallahassee, Florida 32301

Revenue and payments shall be documented as follows:

- a. The CONCESSIONAIRE shall comply with and document compliance with the “Minimum Accounting Requirements” detailed in and attached hereto as Attachment 1, and to establish and maintain such further records as may be prescribed by the COMMISSION in the future to provide evidence that all terms of this Contract have been and are being observed. The COMMISSION shall have the right and authority to audit all records, documents, and books pertaining to the concession operation. Such audit shall be conducted at locations and at a frequency determined by the COMMISSION and communicated to the CONCESSIONAIRE. The CONCESSIONAIRE agrees to provide materials for the audit at the designated place within fifteen (15) days after the COMMISSION's notice is received.
- b. The CONCESSIONAIRE shall provide to the COMMISSION, in a format

specified in and attached hereto as Attachment 2, a monthly statement of gross sales. The statement shall contain the total gross sales for the previous calendar month by point of sale and must be received no later than the 20th day of the following month. Gross sales shall be defined as all sales of goods and services excluding tax collections, exchanges and refunds.

c. The CONCESSIONAIRE shall provide to the COMMISSION, in a format specified in and attached hereto as Attachment 3, a profit and loss statement of the concession operation for each calendar year, or portion thereof, that this Contract is in effect. The report shall be submitted to the COMMISSION quarterly, for the initial 12-month period, and annually thereafter. The report will also be provided within 90 days after any termination of this Contract

d. The CONCESSIONAIRE shall submit separate forms for the monthly gross sales statements and the annual profit and loss statements, based on source documents and books of original entry. Books of original entry and source documents shall be retained for a period of three (3) years, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year retention period. The retention period commences from the date of submission of the annual profit and loss statement required above.

e. All financial statements required herein shall be submitted to the COMMISSION'S Project Manager. Concurrently, copies of the financial statements should also be sent to the Director of Auditing at the following address:

Director of Auditing
Florida Fish and Wildlife Conservation Commission
Office of Inspector General
100 8th Ave. SE
St. Petersburg, FL 33701-5095

f. If annual gross sales exceed \$250,000, the COMMISSION shall require and the CONCESSIONAIRE shall conduct an annual audit performed by a Certified Public Accountant at the CONCESSIONAIRE's expense. The report shall contain conclusions on compliance with the terms of this Contract, including the Minimum Accounting Requirements as defined above. In performing the annual audit, the Certified Public Accountant shall utilize an audit program approved by the COMMISSION. Any modifications to the audit program shall be made only with the written concurrence of the Director of Auditing. The Certified Public Accountants work papers shall be available for review by COMMISSION personnel. The audit report shall be submitted to the COMMISSION no later than June 30 of the following calendar year or within 90 days of the termination of this Contract, as applicable.

LATE FEE

9. Should the CONCESSIONAIRE fail to make any monthly COMMISSION revenue payment, CONCESSIONAIRE shall be charged interest at the rate of one and one-half percent (1½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of the payment until paid. Any court costs and attorney's fees required to collect past due monthly COMMISSION revenue payments shall be at the expense of the CONCESSIONAIRE.

COMPLIANCE WITH LAWS / REGULATIONS

10. The CONCESSIONAIRE agrees to comply with all local, state and federal laws, codes, requirements, rules and ordinances, and to obtain all licenses, permits and other permissions required or appropriate to carry out the activities permitted under this Agreement.
11. The CONCESSIONAIRE agrees to comply with all local, state and federal laws, codes, requirements, rules and ordinances relative to the taking of wild animal life or freshwater aquatic life, use of the lands for outdoor recreational purposes as herein after provided, construction, safety, sanitation, permits, licenses, operation of the area and all other matters pertaining to the activities conducted on the premises.
12. The CONCESSIONAIRE shall be responsible to the COMMISSION under this Contract for its agents and employees so abiding by all such laws, rules and regulations while in performance of this Contract.

NON-ASSIGNMENT; TOUR OPERATORS

13. The CONCESSIONAIRE shall neither transfer, nor assign the Contract, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this Contract, or for any use of the Campground, the WMA or adjacent areas, without written approval of the COMMISSION. Subject to this approval by the COMMISSION, the CONCESSIONAIRE is granted approval to develop agreements or partnerships with up to five eco-tour operators to act as agents in guiding nature tours through approved entrance points in accordance with guidelines and interpretation plans approved by the RWB. The CONCESSIONAIRE shall submit all eco-tour operator proposals for approval by the RWB. At minimum the proposals must include a description of the service to be provided and the qualifications of the provider. All such agents or operators shall be considered agents of the CONCESSIONAIRE for all purposes under this Agreement (including but not limited to the indemnity provided by CONCESSIONAIRE in this Agreement); and the CONCESSIONAIRE shall be fully responsible for the acts and omissions of such agents and operators.

SCOPE OF OPERATIONS

14. The Fisheating Creek Campground and other areas within or adjacent to the WMA used incidentally by the CONCESSIONAIRE, shall be occupied and used by the CONCESSIONAIRE, and its agents or employees, solely to conduct business and collect visitor use fees and sales receipts in connection with camping, canoeing and other recreational activities by the public and permitted hunters as specified herein. The CONCESSIONAIRE is hereby authorized to conduct the kinds of business listed in paragraph 15 below from Fisheating Creek Campground located in Palmdale, Florida west of Highway 27 (the approximately 80-acre area bounded by Fisheating Creek on the south, the Railroad right-of-way and private land to the east, and private land and the 8- foot high chain link fencing to the west, and private land to the north).
15. The CONCESSIONAIRE shall be responsible for providing and maintaining the

following services 365 days per year:

- a. Provide access to the launch on Fisheating Creek from 6 AM to 7 PM. (Hours may be extended during hunt periods.) Maintain entrance gate system to ensure payment of fees and to provide security for campers.
- b. Provide canoe and kayak rentals.
- c. Offer a livery service to transport visitors, canoes and kayaks from the Fisheating Creek Campground to Burnt Bridge and Ingram's Crossing.
- d. May offer guided canoe/kayak tours on Fisheating Creek including natural history interpretation.
- e. May offer other tours that showcase the Area's unique and important natural features.
- f. Operate a camp store from a minimum of 9am-5pm Monday –Thursday, 8am-7pm Friday, 7am-7pm on Saturday and 7am-5pm on Sunday offering recreational equipment, sundries, camping supplies and other supplies normally utilized by visitors to the Area. Maintain a telephone at the camp store as a public and vendor contact. If an answering machine is used, telephone calls shall be returned promptly.
- g. Operate and maintain the campground providing 68 designated primitive (tent) campsites and 52 recreational vehicle (RV) campsites in the Fisheating Creek Campground.
- h. The CONCESSIONAIRE shall allow the COMMISSION to operate a hunter check station within the campground during all hunt dates established by the COMMISSION.
- i. Develop and implement a comprehensive marketing program to promote available recreational opportunities. All advertising and promotional materials shall be submitted to the RWB for review and approval. All materials shall identify the CONCESSIONAIRE as operating under contract to the COMMISSION.
- j. Collect fees and maintain financial and visitation records for the following:
 1. day use/parking
 2. camping in designated primitive and RV campsites
 3. canoe and kayak equipment rental
 4. livery service to Burnt Bridge and Ingram's crossings
 5. natural history tours of the creek and other themed tours, if offered
 6. fishing, camping and wildlife viewing equipment rentals
 7. other COMMISSION-approved services, products and merchandise
 8. discounted fee structure that promotes family and multi-person use such as:
 - organized groups
 - school children
 - special events

The Fisheating Creek Campground is the designated entrance to the WMA. Hunters possessing quota hunt permits shall not be required to pay day use or parking fees during hunts or during designated scouting periods (as defined in the Fisheating Creek WMA Regulations Summary). At minimum, visitation records shall include number in party, activity type, length of stay and county, state or country of origin. Visitation records shall be submitted quarterly at the same time as the Profit and Loss Statement is sent to Accounting. Concessionaire shall send the visitation records directly to the Commission's Project Manager.

- k. Maintain the premises in accordance with contract requirements.
- l. There is a separate contract for the maintenance and repair of the water treatment plant (WTP) and waste water treatment plant (WWTP). The concessionaire will be responsible for all repairs up to \$1,000 per occurrence. The FWC Project Manager will send the CONCESSIONAIRE an invoice for their share of repair costs and those costs will be paid with the next revenue payment.

Access to the Creek

- 16. The CONCESSIONAIRE shall maintain an entrance gate system to provide access to the creek as well as security for campers and shall provide efficient, convenient and courteous reservation and registration services to campers. Each camper shall be provided with the gate combination upon check-in. Gate combinations shall be changed periodically to maintain campground security.

Canoe and Kayak Rental and Livery Service

- 17. The CONCESSIONAIRE shall operate the rental and livery service in accordance with Chapter 327.54, Florida Statutes and 68D-36.109, Florida Administrative Code. The CONCESSIONAIRE shall provide a minimum of 25 canoes and kayaks (collectively) available for rent to area visitors. All watercraft utilized by the CONCESSIONAIRE shall be safe and comfortable, and in compliance with all federal, state, county, and local codes and regulations including the Americans with Disabilities Act. The Commission retains the right of prior approval of all watercraft used under this Agreement. The COMMISSION may withhold its approval or require the removal of watercraft, if, at the sole discretion of the COMMISSION, the watercraft are determined not suitable for a high quality concession operation, or to adversely affect other COMMISSION concerns such as safety, public recreation, land management, or resource protection.
- 18. The CONCESSIONAIRE shall install racks to store canoes and kayaks near the paddle launch and shall maintain fences to separate this day use area from the primitive camping area. Canoes and kayaks shall be stored on the racks to maintain a neat and professional appearance. The COMMISSION shall designate existing buildings that are available to the CONCESSIONAIRE for storing equipment.
- 19. The following equipment shall be included with each boat rental: appropriate number of paddles, a Coast Guard-approved personal flotation device for each passenger, a whistle and bailing device. Prior to launching, livery service staff shall provide all renters with basic safety instructions and information about weather conditions, water levels and potential hazards along the creek. Livery staff shall be trained to

provide accurate information about the creek and its natural history while providing livery service.

20. Livery service vehicles and trailers shall be maintained in a clean, safe condition. The CONCESSIONAIRE shall provide each livery vehicle with signs identifying the company name and telephone number.
21. Livery service drivers shall be properly licensed.
22. Livery service to Burnt Bridge and Ingram's Crossing shall be provided according to an agreed upon schedule that provides an opportunity for at least two shuttles per day subject to favorable water conditions. Livery service shall be provided in accordance with the Settlement Agreement and shall be for the sole purpose of transporting paddlers and their paddling and camping equipment. The transportation of firearms or hunting equipment is prohibited. Livery service shall utilize CONCESSIONAIRE vehicles only. No privately owned vehicles may be involved in livery services.
23. It is the responsibility of the CONCESSIONAIRE to open and lock all gates while providing livery services to Burnt Bridge and Ingram's Crossing. The COMMISSION shall provide an initial set of keys to the CONCESSIONAIRE. These keys shall not be reproduced and shall be used by CONCESSIONAIRE staff only. The CONCESSIONAIRE shall be required to pay for replacement keys and locks lost or compromised due to the negligence of the CONCESSIONAIRE, its agents or employees.
24. The CONCESSIONAIRE shall not provide canoe or kayak rentals or livery services so late in the day that the customer's return of canoes or kayaks will be after daylight hours, except upon the express agreement of the person renting. The Concessionaire shall not provide livery service when water levels on Fisheating Creek are below 2 feet for canoeing or 1.5 feet for kayaking or when the creek is approaching flood stage. At water levels below the minimum levels described, the CONCESSIONAIRE may drop off and pick up customers who wish to camp and paddle at the Burnt Bridge Access Point. The following is the gauge location to be utilized in making water level determinations: Gauge Location – Latitude 26 degrees 55'56", longitude 81 degrees 18'54" in SW1/4 sec 3, T.41 S., R.30 E., Glades County, Hydrologic Unit 03090103, near right bank on downstream side of southbound bridge on US Highway 27, 1.0 miles south of Palmdale and 16 miles upstream from Lake Okeechobee. The Web address for this gauge on the effective date of this contract is USGS Real-Time Water Data for USGS 02256500 FISHEATING CREEK AT PALMDALE, FL.

Tours

25. A minimum of one guided paddling tour of Fisheating Creek shall be offered daily (water and weather conditions permitting). To provide a safe and high quality experience, tours shall not exceed a maximum of nine people or six kayaks or canoes per staff person and shall run no less than one hour apart .
26. Subject to prior approval by the COMMISSION, the CONCESSIONAIRE may form and maintain agreements or partnerships with eco-tour operators to act as agents of the CONCESSIONAIRE to conduct tours on the Area. Each eco-tour operator shall be approved in writing by the RWB. The RWB may require from the CONCESSIONAIRE any and all reasonable documentation as to the experience and

qualifications of proposed operators. The COMMISSION may in its sole discretion approve eco-tour operators, based on a determination that the corresponding level of operator activity will enhance visitor opportunity and experience and will not have adverse environmental impacts. The CONCESSIONAIRE shall maintain proper financial records and controls sufficient to assure that the total amount of all tour fees collected by such agents is included in calculating gross sales described herein.

Campground

27. The CONCESSIONAIRE shall post and enforce campground rules. FWC shall provide a rule framework to the CONCESSIONAIRE. Additional rules may be developed in consultation with FWC. Said rules may be altered only upon prior written approval of the RWB. The proposed campground rules shall promote appreciation of the Area's natural setting, favor a family atmosphere. The CONCESSIONAIRE shall post rules in locations required by the RWB.
28. The CONCESSIONAIRE shall be responsible for maintaining designated campsites and trails in the Fisheating Creek Campground (see Appendix B for locations of campsites and trails). All campsites and trails shall be marked to avoid environmental degradation in the Campground or WMA, and adverse effects on the quality of other visitors' experience. Signs must follow the sign standards and templates provided by FWC.
29. The CONCESSIONAIRE may offer interpretive programs at the campground. The CONCESSIONAIRE shall provide the RWB with a schedule of campground interpretive program topics and speakers at the beginning of each quarter. Interpretive programs shall provide accurate, enjoyable presentations or activities to educate campers about the cultural and natural history of the creek and the region.
30. The CONCESSIONAIRE may place up to two mobile homes just to the south of the Campground entrance to house resident managers; provided that the RWB must approve the mobile home, the specific location, and all aspects of the yard and appearance of the outside of each mobile home. The CONCESSIONAIRE shall be responsible for all costs associated with placing such structures at the designated site. Only the employee(s) and his or her immediate family shall be permitted to reside in the residence. No pets shall be kept in the residence(s) unless approved in advance by the RWB. The residence(s), including roofs and exterior walls and the surrounding yards, shall be maintained in good, clean and sanitary condition. The CONCESSIONAIRE shall comply with all requirements of the RWB as to appearance, maintenance and upkeep of the mobile homes, yards and exterior uses of the property.
31. The CONCESSIONAIRE shall allow the COMMISSION to operate a check station and facilitate hunters' use of the campground and access to the Area during designated hunt periods. The CONCESSIONAIRE agrees that the COMMISSION may restrict certain otherwise normal concession activities during hunt periods in order to promote quality hunting and to limit those activities that the RWB determines are adversely affecting natural resources, or hunter experience and success. The COMMISSION shall determine in its sole discretion such limitations on CONCESSIONAIRE activities but such determinations shall not be arbitrarily or unreasonably exercised. The CONCESSIONAIRE shall allow one recreational vehicle

site to be used by check station staff at no cost during hunting seasons.

Staffing Levels, Qualifications and Training

32. All agents and employees of the CONCESSIONAIRE shall possess all required licenses, appropriate qualifications and sufficient experience and training to carry out their assigned responsibilities relative to the provision of safe, enjoyable recreational and interpretive experiences. All CONCESSIONAIRE agents and employees shall wear clothing or identification badges that identify them as such. CONCESSIONAIRE agents and employees shall maintain a neat, professional appearance and courteous demeanor. The CONCESSIONAIRE shall maintain an adequate number of staff to provide all required services efficiently and effectively at all times.
33. The CONCESSIONAIRE shall document that all paddling guides and tour personnel have sufficient experience to safely lead groups of paddlers of varying abilities with the types of watercraft being used. Paddling guides shall possess American Canoe Association Instructor Certification, experience paddling on the creek, be capable of administering first aid and be prepared for area hazards and appropriate evacuation in case of emergency. Guides shall have all Coast Guard required equipment: tow line(s), basic first aid kits, maps, signaling devices, material and tools for temporary repairs, and a bailing device. Instructions to each tour group shall include at a minimum: weather forecast, route information, correct clothing, rendezvous point in event of separation, basic paddling strokes, wet exit procedures (in case of kayaks), traveling patterns (staying together), and local hazards. Tour personnel shall be provide accurate information about the creek and its natural and cultural history.

Camp Store

34. The CONCESSIONAIRE shall operate a camp store to provide information about the Area; provide merchandise for sale including food and soft drinks, ice, picnic supplies, fishing tackle and bait, camping supplies and other appropriate recreational equipment, and related clothing and sundries. The CONCESSIONAIRE shall not sell alcoholic beverages nor any item identified as prohibited by the COMMISSION by notice of the RWB. The CONCESSIONAIRE may offer fishing gear and tackle for rent from this location. The CONCESSIONAIRE shall maintain an adequate supply of any merchandise and rental equipment to accommodate visitors. All merchandise shall be of acceptable quality and be safe and clean. No tasteless or offensive materials shall be displayed. No items that may pose an environmental hazard may be sold.

FEE STRUCTURE

35. The CONCESSIONAIRE shall collect public use fees for camping, tours and other CONCESSIONAIRE provided services, and for all products sold through the camp store. The fee structure for services shall include, but not be limited to, the amount to be charged for day use/parking, overnight camping in designated primitive campsites, RV sites with full services, RV sites with pads only, canoe and kayak rental (full day, half-day and hourly), canoe and kayak livery service to Burnt Bridge and Ingram's Crossing, paddling tours, fishing gear rentals, and other services approved by the COMMISSION. The amount charged for such services may not exceed the amounts set forth in the CONCESSIONAIRE'S response to the FWC Request for Proposals (Exhibit XXXX), unless the amount of the fee is revised by

agreement of the COMMISSION through an amendment to this Agreement pursuant to paragraph 4 of this Agreement.

36. The CONCESSIONAIRE agrees that prices and fees charged for products sold through the camp store, or other items not specified in Exhibit A shall be consistent with prices charged by similar businesses for similar merchandise and services in the general vicinity of the Area. General vicinity is defined as within approximately 15 miles of the site entrance or the average of the nearest five vendors offering such services or merchandise. The closer to the Area, the more valid the comparison shall be for similar businesses. The COMMISSION shall have the final right of approval for all such prices and fees, but said right shall not be arbitrarily or unreasonably exercised.

OPERATIONAL COSTS/PROCEDURES

Drinking Water and Wastewater Treatment Plant

37. The COMMISSION has a separate contract for the operation and maintenance of the potable drinking water supply and wastewater treatment plant in accordance with local, state and federal, laws, permits, guidelines and requirements. The treatment facilities are operated and maintained by a Certified Drinking Water and Wastewater Treatment Operator in accordance with Department of Environmental Protection regulations and guidelines..

Repairs

38. Minor repairs to the campground facilities costing less than \$1000 per occurrence shall be the responsibility of the CONCESSIONAIRE. For repairs that exceed \$1000, the CONCESSIONAIRE will be responsible for the first \$1000 per occurrence and the COMMISSION will be responsible for any amount over \$1000. All costs incurred by the COMMISSION \$1,000 or less, will be billed to the CONCESSIONAIRE. The CONCESSIONAIRE shall submit payment for those costs along with the next revenue payment.

Environmental Protection Plan

39. The CONCESSIONAIRE shall use only biodegradable pesticides, unless approved in advance by the RWB. All cleaning and maintenance supplies (chemicals and compounds) and all insecticides, rodenticides and herbicides shall be used according to the manufacturers' labeling and directions. The CONCESSIONAIRE shall not use any pesticide identified by the RWB as inappropriate for the Area, and shall obtain prior written approval for use of any herbicides. The Environmental Protection Plan is incorporated at Attachment 5.

Safety

40. The CONCESSIONAIRE shall be solely responsible for the safety of its agents, employees, customers and invitees, whether on the Campground, in the WMA, or on roads and access points in or around the WMA. The CONCESSIONAIRE'S indemnity under this Agreement shall include, but not be limited to, the activities of CONCESSIONAIRE'S customers and invitees no matter where located within the WMA or adjacent areas.

41.

Prior to the first day of operations under this Agreement the CONCESSIONAIRE shall provide the COMMISSION detailed plans for Campground and Livery Service Security, Safety Practices and Emergency Procedures. This Plan must be approved by the RWB and implemented prior to the first day of operation under this Contract and shall be revised and reviewed by the RWB at least once a year thereafter. This plan shall include guidelines for all aspects of the concession operation with special attention to traffic control, first aid, security, fire prevention and water-related activities and equipment. A section of the Safety Plan shall be devoted to Emergency Action that shall cover proper preparations and responses to all natural and man-caused disasters. The CONCESSIONAIRE shall provide, at its expense, a telephone for emergency use and shall post a number where the CONCESSIONAIRE may be contacted after hours in case of an emergency. This emergency contact number shall also be provided to local law enforcement officials. The CONCESSIONAIRE shall comply with the minimum standards and annual inspection requirements of the State Fire Marshall.

Maintenance of Grounds and Facilities

42. The CONCESSIONAIRE shall provide all custodial functions associated with the Fisheating Creek Campground grounds, campsites, the camp store and all restroom facilities on the Area.
43. The CONCESSIONAIRE shall maintain the premises and all appurtenant structures and improvements in clean, sanitary, and good order, and in a safe condition, satisfactory to the RWB. All costs related thereto (e.g., mowing, painting, plumbing, electrical and minor road and fence repairs) shall be borne by the CONCESSIONAIRE. The CONCESSIONAIRE accepts all real and personal property (if any), including the Campground and all the facilities, structures and improvements, excluding the WTP and WWTP "as is", without any warranties or representations whatsoever.
44. The CONCESSIONAIRE shall inspect bathhouses twice each day and clean as needed to maintain clean, sanitary conditions. Facilities shall be stocked with paper supplies at all times. Temporary toilet facilities shall be installed to meet peak use periods as necessary.
45. The CONCESSIONAIRE shall mow with sufficient frequency to maintain grass at a height of no more than four (4) inches. Litter shall be removed daily from all concession facilities and grounds within the Fisheating Creek Campground and day use area. All roofs shall be kept free of pine needles, leaves and other debris.
46. The COMMISSION will perform site inspections using Attachment 4, Campground Facilities Checklist. The CONCESSIONAIRE shall have 48 hours to remedy maintenance or custodial problems upon notice from the COMMISSION, and for which Attachment 4 may be used. If the CONCESSIONAIRE fails to correct the problem within 48 hours, the COMMISSION may contract services to correct the problem at the CONCESSIONAIRE's expense.

IMPROVEMENTS/EXPANSION OF FACILITIES

47. All aspects of any expansion or improvement to existing facilities must be approved by

the COMMISSION in writing prior to any work being started. Any costs associated with structural or other expansion shall be the responsibility of the CONCESSIONAIRE unless approved otherwise in writing by the COMMISSION. The COMMISSION may, in its sole discretion, make improvements and renovations to existing facilities. All construction and alterations of facilities proposed by the CONCESSIONAIRE must meet and comply with all applicable federal, state, county, and local laws, rules, and codes including but not limited to the Americans With Disabilities Act. The CONCESSIONAIRE is responsible for applications and all costs associated with required licenses, permits and other approvals.

The COMMISSION may in its sole discretion require the submission of architectural or engineering plans and drawings that include details on lay out, floor plan, elevations, material specifications, landscaping, plumbing, electrical, mechanical and other utility systems prior to approving construction projects.

PERMITS AND LICENSES

48. The CONCESSIONAIRE shall obtain all permits and licenses necessary or appropriate for conducting the business related to this Contract, and shall comply with all laws relating to agents, subcontractors and employees of the CONCESSIONAIRE. All required permits and licenses must be obtained prior to commencement of any operation by the CONCESSIONAIRE. A copy of each permit or license shall be provided to the COMMISSION on or before the date the CONCESSIONAIRE opens for business.

PAYMENT OF TAXES, ASSESSMENTS, AND UTILITY FEES

49. The CONCESSIONAIRE shall have responsibility for all liabilities that accrue to the premises or improvements thereon, including any and all drainage and special assessments or taxes of every kind which may hereafter be lawfully assessed and levied against the CONCESSIONAIRE or its interest under this Agreement during the term of the Agreement. In addition, the CONCESSIONAIRE shall pay all charges for the furnishing of gas, electricity, water, or other utilities to the premises.

PRIDE

50. It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Contract, shall be purchased from the Corporation identified under Chapter 946, F.S. if available, in the same manner and under the same procedure set forth in Sections 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of the Contract, shall be deemed to be substituted for the COMMISSION insofar as dealing with said corporations are concerned. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES & DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
5540 Rio Vista Drive
Clearwater, Florida 34620-
3107
Telephone Number: 727/535-4900

RELATIONSHIP OF PARTIES

51. It is understood that an employer-employee relationship does not exist between the COMMISSION and the CONCESSIONAIRE, the CONCESSIONAIRE being an independent contractor.
52. The parties agree that there is no conflict of interest or any other prohibited relationship between the CONCESSIONAIRE and the COMMISSION.

REPRESENTATIONS

53. The COMMISSION and the CONCESSIONAIRE stipulate that neither of them have made any representations except such representations as are specifically contained within this CONCESSIONAIRE Contract and each party acknowledges reliance on its own judgment in entering into the CONCESSIONAIRE Contract. The COMMISSION and the CONCESSIONAIRE further acknowledge that any payments or any representations not specifically referenced in this Agreement are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this CONCESSIONAIRE Contract.

BREACH AND TERMINATION

54. The COMMISSION and CONCESSIONAIRE shall faithfully execute the covenants and agreements set forth in this Contract. The Contract may be terminated in accordance with the following:
 - a. The Contract shall terminate if mutually agreed upon in writing by both parties. If the CONCESSIONAIRE submits a request to terminate this Contract less than nine (9) months before the contractual termination date, the COMMISSION may impose a fee of five percent (5%) of the average monthly fee (average of the previous 12 monthly payments), for each month remaining in the current term of this Agreement.
 - b. This Contract may be terminated by the COMMISSION, for any reason including but not limited to the convenience of the COMMISSION, by the giving of notice to the CONCESSIONAIRE at least 90 days prior to the date of termination.
 - c. The Contract shall terminate immediately upon the COMMISSION giving written notice to the CONCESSIONAIRE in the event the CONCESSIONAIRE is convicted (whether or not adjudication is withheld), of any felony under state or federal law, relating in any way to the use, operation or management of the property; or if the Area is used for criminal purposes where the CONCESSIONAIRE knows, consents, or should through exercise of reasonable judgment have known, of such use. This Contract shall terminate immediately upon the COMMISSION giving written notice to the CONCESSIONAIRE in the event of fraud, willful misconduct or intentional breach of this Contract.
 - d. This Contract shall terminate upon the COMMISSION giving written notice to the CONCESSIONAIRE in the event the revenue payment is not paid when due. Such termination is at the option of the COMMISSION.

- e. This Contract shall terminate upon the COMMISSION giving written notice to the CONCESSIONAIRE, in the event the CONCESSIONAIRE, his agents or employees fail to abide by any applicable law, rule and or ordinance.
- f. The COMMISSION at its option may allow up to thirty (30) calendar days to correct a breach of this Contract.
- g. Upon expiration or any termination of this Contract, the CONCESSIONAIRE shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purpose of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

NO WAIVER OF BREACH

- 55. The failure of the COMMISSION to insist, in any one or more instances, upon strict performance of any one or more of the covenants, terms and conditions of this Contract shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect; and no waiver of the COMMISSION of any of the provisions of this Contract shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the COMMISSION.

INDEMNITY

- 56. The CONCESSIONAIRE shall save, hold harmless and indemnify the State of Florida, the COMMISSION, and Lykes Brothers, against any and all liability, claims, judgments or costs of whatsoever kind and nature for any injury to, or death of any person or persons, and for loss or damage to any property, resulting from, arising out of, or relating to the CONCESSIONAIRE's (or its agent's or employee's) acts or omissions, wherever occurring. The CONCESSIONAIRE shall investigate any and all claims of every nature, at its own expense. Nothing contained in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of the COMMISSION or to affect, limit, or reduce the protection afforded the COMMISSION under the provisions of Section 375.251 and Section 768.28, F.S. or the doctrine of sovereign immunity.

INSURANCE REQUIREMENTS

57. Workers' Compensation

To the extent required by law, the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of his employees

not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

58. Vendor's Public Liability and Property Damage Insurance

The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

1. Bodily Injury Liability - \$300,000 each incident
2. Property Damage Liability (other than automobile) - \$100,000 each incident
3. Automobile Liability- \$2,000,000 combined limits for bodily injury and property damage

59. The vendor hereby agrees to indemnify and hold the Commission harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The Commission shall be named as Certificate Holder and Lykes Brothers shall be named and noted on the certificate as additional insured under all such insurance policies. Failure to provide proof of insurance or to maintain the insurance current during the contract may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the FWC approved vendor list for future solicitations.

The Commission shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

CERTIFICATE OF INSURANCE

60. The Contractor agrees to supply proof of insurance to the Commission's Tallahassee Purchasing Office within seven (7) calendar days after execution of the contract, with the types and coverage outlined herein by the Commission. The proof of insurance must

contain the RFP number and Contract number and all insurance policies shall be through insurers authorized or eligible to write policies in Florida. Copies are acceptable and can be faxed to (850) 921-2500.

PROHIBITION AGAINST LIENS

61. The CONCESSIONAIRE shall not cause or suffer any lien to be filed against the Campground premises or COMMISSION. If any mechanics lien is filed for labor or materials furnished or to be furnished to the CONCESSIONAIRE, such lien shall be discharged by the CONCESSIONAIRE within thirty (30) days after the date of filing.

RIGHT OF INSPECTION AND ACCESS

62. The leased premises and the operation of the facilities and services thereon shall be subject to inspection at any time by the COMMISSION to insure strict compliance with the terms of the Contract. The CONCESSIONAIRE agrees to permit travel through and across the premises by representatives of state, federal or local governments at any time for any reason in the pursuit of official business.

CANCELLATION UNDER CHAPTER 119, FLORIDA STATUTES

63. This Contract may be unilaterally canceled by the COMMISSION for refusal by the 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 by the CONTRACTOR in conjunction with this Contract.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

64. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

RECORDS AND RIGHT OF AUDIT

65. The CONCESSIONAIRE shall maintain complete and accurate records as specified in the attached "Minimum Accounting Requirements" Attachment 1. Such records must provide a clear audit trail of all receipts and disbursements and the CONCESSIONAIRE agrees to keep such additional records as the COMMISSION deems necessary to adequately reflect the operations conducted on the premises. The CONCESSIONAIRE shall be required to furnish the COMMISSION certified copies of his statement of Monthly Gross Revenues (Attachment 2) including receipts of adjustments for returns and allowances, due by 20th day of following month, and profit/loss from the operations authorized by the Contract (Attachment 3), due within sixty (60) days after the end of the COMMISSION's fiscal year.
 - a. The COMMISSION shall have the right and authority to audit all records, documents, automated records, and books pertaining to the CONCESSIONAIRE operation. Such audit shall be conducted at locations and at a frequency determined by the COMMISSION and communicated to the CONCESSIONAIRE. CONCESSIONAIRE agrees to provide all necessary documentation for the audit at the designated place within fifteen (15) days after the COMMISSION's notice is

received and any additional documentation requested during the audit.

- b. Records of original entry, source documents and all records pertaining to revenues and expenditures of this Contract shall be retained for a period of five (5) years in auditable condition, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the five (5) year retention period. The retention period commences from the date of submission of the annual gross revenues statement required above.
- c. COMMISSION shall be notified and provided a copy of any audit performed by any other state or federal agency (e.g., Department of Revenue or Internal Revenue Service).

NO THIRD PARTY RIGHTS

- 66. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

NON-DISCRIMINATION

- 67. No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract, or in the operations of the CONCESSIONAIRE.

PROHIBITION OF UNAUTHORIZED ALIENS

- 68. The employment of unauthorized aliens by the CONCESSIONAIRE is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the CONCESSIONAIRE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The CONCESSIONAIRE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of the Contract.

PUBLIC ENTITY CRIMES

- 69. In accordance with 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PROHIBITION OF DISCRIMINATORY VENDORS

- 70. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of

real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SEVERABILITY; CHOICE OF VENUE; WAIVER OF JURY TRIAL

71. This Contract has been delivered in the state of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Agreement, in law or equity, shall be brought in Leon County, Florida. As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with the Contract.

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

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Nick Wiley
Executive Director

Witness

Date

Witness

Approved as to form and legality:

FWC Attorney

The foregoing Contract was acknowledged before me this _____ day of _____, 2015,

by _____.

My Commission Expires

Notary Public

CONCESSIONAIRE

Name

Witness

Title

Witness

Date

The foregoing Contract was acknowledged before me this _____ day of _____, 2015,

by _____.

My Commission Expires

Notary Public

- Attachment 1, Minimum Accounting Requirements
- Attachment 2, Monthly Report of Concession Gross Sales
- Attachment 3, Profit and Loss Statement for 20__
- Attachment 4, Campground Inspection Checklist
- Attachment 5, Environmental Protection Plan
- Attachment 6, Emergency Flood Plan
- Exhibit A, Fee Schedule
- Exhibit B, 2014-2015 Fisheating Creek Regulations Summary and Area Map
- Exhibit C, Settlement Agreement

ATTACHMENT 1

MINIMUM ACCOUNTING REQUIREMENTS

The CONCESSIONAIRE must comply with the general minimum accounting requirements and the minimum accounting requirements of at least one of three methods of accounting for gross sales detailed in this attachment. Every sale must be accounted for by use of electronic cash registers, pre-numbered receipts or pre-numbered tickets unless the CONCESSIONAIRE has received prior written authorization from the COMMISSION to use some other method.

Minimum Accounting Requirements Regardless of Method Used to Document Sales

- (a) Sales receipts must always be offered to customers regardless of the amount involved. Sales receipts may be in the form of cash register slips, pre-numbered receipts or pre-numbered tickets depending on the method employed to document sales. Signs reminding customers to ask for a receipt must be conspicuously posted at or near all collection stations.
- (b) The CONCESSIONAIRE must establish and maintain bank accounts (checking, savings, etc.) that are used solely for contract operations.
- (c) Daily entries to account for gross sales and sales tax collections by point of sale/collection station location must be made to a ledger or journal (automated entries & ledgers acceptable). Entries must equal amounts deposited by period. All adjustments to gross sales, such as customer refunds, must be recorded in the ledger/journal using a separate entry. Source documents such as daily cash register tapes, CONCESSIONAIRE's copy of pre-numbered receipts and use schedules for pre-numbered tickets must be retained to support recorded gross sales and sales tax collections. Adjustments to gross sales must be supported by source documents such as customer signed receipts and canceled checks.
- (d) Refunds and purchases must always be made by check or through use of an imprest (petty cash) fund. The imprest fund, if used must always be replenished by check. Only under extremely unusual circumstances may daily receipts be used to make purchases or refunds. If daily receipts are used to make refunds or purchases, the CONCESSIONAIRE must document both the occurrence and the reason.
- (e) Customer refunds must always be supported by customer signed documents and canceled checks payable to either the customer or the imprest fund.
- (f) Purchases must always be supported by vendor invoices and canceled checks payable to either the vendor or the imprest fund.
- (g) All checks written on the CONCESSIONAIRE's checking account, whether voided or not, must be retained.
- (h) Duties associated with handling, recording, and reconciling receipts and disbursements should be assigned to different employees whenever possible. Employees who handle cash or cash-like items should be adequately supervised.

Acceptable Methods of Documenting Sales and Minimum Accounting Requirements

1. Electronic Cash Registers

At a minimum, the register must:

- a) Have a visual display that faces customers.
- b) Produce customer's copy of sales receipt.
- c) Contain a locked-in tape and sequential numbering system for such tapes.
- d) Record and accumulate sales and sales tax

amounts. Contract management must:

- a) Clear or close all cash registers at the end of the day (tapes must be retained).
- b) Approve all refunds and voids or delegate this duty to an employee who normally does not handle cash.

At a minimum, customer refunds must be documented by customer signed sales slips indicating receipt of the refund. If the customer does not have his copy of the sales receipt, a pre-numbered refund receipt signed by the customer must be issued (see minimum requirements for pre-numbered receipts.).

2. Pre-numbered Receipts

At a minimum, pre-numbered receipts must:

- a) Be designed to capture all pertinent sales data, such as: date, customer's name, items purchased, amount of sale, amount of sales tax collected, total collected and salesperson's name or initials.
- b) Be at least two copies (customer and record copy), each clearly identified.
- c) Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by vendor's invoice at a minimum.
- d) Be issued to customers sequentially; any breaks in the numbering sequence must be explained.

Contract management must:

- a) Retain the record copy of all issued receipts and all copies of voided receipts.
- b) Maintain a work sheet or schedule that reports the numbering sequences of receipts used and money collected by day.
- c) Provide adequate security over unused receipts and periodically inventory these receipts (at least every six months).

At a minimum, customer refunds should be documented by the customer's signature on the original pre-numbered receipt. If the customer does not have the original pre-numbered receipt (his copy), a pre-numbered refund receipt must be issued.

3. Pre-numbered Tickets

At a minimum, pre-numbered tickets used for fixed fee uses must:

- a) Clearly state the name of the product or service purchased (e.g. camping fee, boat rental fee, guided tour fee) and the sales tax and total amount collected.
- b) Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by a vendor's invoice at a minimum.
- c) Be issued to customers sequentially. Any breaks in the numbering sequence must be explained.

Contract management must:

- a) Maintain a worksheet or schedule which reports the numbering sequence of tickets used and money collected by day.
- b) Provide adequate security over unused tickets and periodically inventory these tickets (at least every six months).
- c) Provide adequate supervision over employees to gain assurance that previously issued tickets are not resold.

At a minimum, customer refunds must be documented by customer signed tickets indicating that the customer received a refund. If the customer does not have his ticket, a pre-numbered refund receipt must be issued (see minimum requirements for pre-numbered receipts).

4. Vending Machine Sales

At a minimum, cash receipts removed from vending machines must be reconciled, once a month, with the receipts expected from the sold or depleted inventory. As an alternative, counters could be installed on machines. Counters shall identify quantities sold which can be reconciled to cash receipts.

ATTACHMENT 2

MONTHLY REPORT OF CONCESSION GROSS SALES
(due by 20th day of following month)

AREA: _____ DATE: _____

CONCESSIONAIRE NAME: _____

PERIOD COVERED: FROM _____ TO _____

POINT OF SALE/LOCATION OF CASH RECEIPT	GROSS SALES SUBTOTAL
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

If additional space is required, attach second form

Total Gross Sales \$ _____

Monthly Commission Revenue Payment/ _____ % of Gross \$ _____

Other Payments (identify) _____ \$ _____

Total Payable \$ _____

CERTIFICATION: I certify that this monthly sales statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

Signature of CONCESSIONAIRE

Date

Signature of Accountant

Date

Accountant Name

ATTACHMENT 3

PROFIT AND LOSS STATEMENT FOR 20__
(due quarterly 1st year and within 60 days after close of Commission
fiscal year thereafter)

CONCESSIONAIRE _____ Area _____

	<u>Gross Sales</u>	<u>Commission Paid</u>	<u>Operating Expense</u>	<u>+Profit -Loss</u>
1. Food, Drink and Retail Sales	_____	_____	_____	_____
Comments:				
2. Rental of Equipment	_____	_____	_____	_____
Comments:				
3. Tours	_____	_____	_____	_____
Comments:				
4. Other (identify)	_____	_____	_____	_____
Comments:				
TOTAL:	_____	_____	_____	_____

Prepared by: _____

Capacity: _____

Date submitted: _____

CERTIFICATION: I certify that this annual profit and loss statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

Signature of CONCESSIONAIRE

Date

Attachment 4
Campground Inspection Checklist

INTERVAL	ITEM	DATE CHECKED	COMMENTS
MONTHLY	CAMPSITE CONDITION		
	MOWING		
	LITTER		
	ROADS		
	N.BATHHOUSE FLOOR		
	N. BATHHOUSE TOILETS		
	N. BATHHOUSE SHOWERS		
	N. BATHHOUSE LITTER		
	N. BATHHOUSE SINKS		
	N. BATHHOUSE EXIT SIGNS		
	STRUCTURE ROOFS		
	N. BATHHOUSE WALLS		
	S. BATHHOUSE FLOOR		
	S. BATHHOUSE TOILETS		
	S. BATHHOUSE SHOWERS		
	S. BATHHOUSE LITTER		
	S. BATHHOUSE SINKS		
	S. BATHHOUSE EXIT SIGNS		
	STRUCTURE ROOFS		
	S. BATHHOUSE WALLS		
	PERMITS FOR OVERFLOW WEEKENDS		
	MONTHLY PAYMENTS MADE		

QUARTERLY	RENTAL CRAFT CLEAN		
	PFD'S IN GOOD CONDITION		
	PFD SIZE VARIATIONS		
	CLEANING SUPPLIES ACCORDING TO ENVIRONMENTAL PROTECTION PLAN (EPP)		
	PESTICIDES ACCORDING TO EPP		
	COMPLAINTS RECEIVED		
	RENTAL UNITS CLEAN		
	RENTAL UNITS STRUCTURALLY SOUND		
	RENTAL UNITS FIRE ALARMS		
	PERSONNEL AND TOUR GUIDES COMPLY WITH EMPLOYEES APPEAR WELL TRAINED, WEARING IDENTIFICATION BADGES, COURTEOUS DEMEANOR		

	ADEQUATE NUMBER OF STAFF		
	TELEPHONE AT THE STORE IN WORKING CONDITION		
	PROFIT AND LOSS REPORT AND VISITATION RECORDS SUBMITTED		

ANNUAL	OPERATIONAL LICENSE		
	OCCUPATIONAL LICENSE		
	TAXES AND ASSESSMENTS		
	UTILITIES		
	GL AND WC INSURANCE		
	AUTO INSURANCE		

UN-ANNOUNCED	ENTRANCE OPEN 5 AM TO 10 PM 365 DAYS PER YEAR		
	TOURS OFFERED 1 PER DAY NOT TO EXCEED 9 PERSONS		
	LIVERY COMPLIANCE WITH WATER LEVEL REQUIREMENTS		
	MARKETING MATERIALS APPROVED BY RWB		
	FEES MATCH CONTRACT AGREEMENT		
	25 CANOES AND KAYAKS AVAILABLE		
	CANOES AND KAYAKS IN GOOD CONDITION		
	PERSONNEL AND TOUR GUIDES COMPLY WITH PARAGRAPH 32,33,34, AND 35		
	LIVERY SERVICE NOT TRANSPORTING HUNTING GEAR		
	COMPLAINTS FROM PUBLIC		

Attachment 5

Fisheating Creek Wildlife Management Area Campground
Concessionaire's Environmental Protection Plan
Dated 12/19/2014

PURPOSE:

The purpose of this Environmental Protection Plan is to provide guidance on what cleaning agents, pesticides, herbicides, rodenticides, and insecticides are permissible within the campground at Fisheating Creek Wildlife Management Area. This plan will also cover all operations and shall include: 1) The use of recyclable or biodegradable materials where possible; 2) procedures to minimize negative impacts on natural resources; 3) recycling and reducing solid waste; 4) waste management; and 5) cleaning and maintenance supplies /compounds, insecticides, rodenticides and herbicides.

1. Fisheating Creek Outpost will use recyclable or biodegradable materials where possible and economically feasible in all areas throughout the campground.
2. Fisheating Creek Outpost will provide an area adjacent to the campground trash disposal trailer for guests to recycle bottles and aluminum. Herbicides will be used only in areas where guests of the campground will not be exposed. Mowing and weed eating will be the primary method to keep the grounds manicured and maintained. Tree and plant cuttings and debris will be taken to a designated area on the campground to decompose naturally out of the view of the guests. If there is a large amount of cuttings or debris from trees and plants, it will be hauled to the local landfill in Ortona.
3. Fisheating Creek Outpost is under contract with DWK Inc. to maintain the Drinking water and waste water facilities at the campground, we will comply with all recommendations made by DWK in order to be in compliance with Department of Environmental Protection's regulations for permitting.
4. Fisheating Creek Outpost will provide a trash disposal trailer for the use of campers and staff to dispose of trash.
5. Fisheating Creek Outpost will use and dispose of all chemicals, be it cleaning and maintenance supplies /compounds, insecticides, rodenticides and herbicides in accordance with manufacturers guidelines. MSDS sheets will be kept in a folder which will be maintained in the camp store.
6. Non-biodegradable and Restricted Use Pesticides (RUP) will not be used unless authorized in writing by the Regional Wildlife Biologist (RWB).

Attachment 6

Fisheating Creek Emergency Flood Plan

Water level per <http://waterdata.usgs.gov/fl/nwis/uv?02256500>

Flood level predictions per:

<http://water.weather.gov/ahps2/hydrograph.php?wfo=mfl&gage=plmf1>

When water levels reach a height of 6.5 feet at the Palmdale USGS water gage, the primitive campground will be closed.

Within 12 hours of water levels being predicted to reach 7.0 feet, the boat launch, swimming area, and RV campground will be closed and all electric shut off except Campstore. The Outpost Ops manager will notify the Fisheating Creek Area Biologist (863-946-1194) of intention to close and drinking/waste water tech David Kirschner (352-302-3543).

If water levels increase beyond 7.0 feet, FWC will issue an order to close the entire area and the entrance road gate will be closed and will remain closed until waters recede.

Camping and Swimming at the Depot will resume after “clean water tests” are submitted from drinking water and the Swimming Depot samples per Glades County Health Department and Florida DEP recommendations.

The camp store may remain open at the concessionaire’s discretion.

Electricity Shut off locations on page 2

Location of Electric Shut off points

South Bath House: Panel on front wall of Bldg. outside and also panel inside laundry room located to left when entering door.

North Bath House: Panel outside Women’s side on wall, and also panel inside chaise, located on right when walking in.

****Always make sure Hot Water Heaters are turned off when water is off.

Drinking Water plant: Outside wall South side of bldg.

Shack: Breakers located on front outside wall (Nth side of bldg) AND turn breakers off at F1, this will cover both shack and travel trailer.

Hunter Check in Station: Breaker on west side of bldg.

RV Site’s A’s thru F’s: Go to lift station by tennis courts. On the north side of the fenced area you will see two white boxes with locks on them. Go to back side of box and you will see breakers. These will shut power off to entire RV section.

P section: Site P1, walk onto site and look to left. There is a panel that has a large handle. It reads “On” and “Off”. Pull lever to off. This shuts all the P’s down.

Shop: Inside shop is a panel box, shut breakers off. NOTE: when you shut power off at S Bath House this shuts the shop down too, breakers are an added safety inside shop.

Camp Store and Lift Station: Go inside privacy panel fence by incoming gate, unlock chain link gate, go inside. There is an electric box beside the Control Panel with a large lever. It reads “on” or “off”. Pull to off position. Remember this will also shut down the lift station too.

**Exhibit A-1
Fee Schedule**

Day Use:

\$2.00 per person

Additional axle parking \$2.00

Annual Pass: Individual \$60.00 Family \$100.00 (Mother, Father, two children same household.)

Campground Day use may close for special events at 5pm when special events are planned.

Special evening events may have additional entry fee.

RV Camping

Peak Season

Off Season

11/1 - 6/14

6/15 - 10/31

Full hook up

Per night \$ 29.00

\$ 29.00

Per week \$ 180.00

\$ 140.00

Per month \$ 700.00

\$ 500.00

Tent camping

Peak Season

Off Season

11/1- 6/14

6/15 - 10/31

Waterfront sites

\$ 26.50

\$ 26.50

Regular sites

\$ 16.50

\$ 11.50

Includes two tents per site & 4 people per site—additional people \$3.00 per person 2 vehicles per site.

Day visitors to site \$2.00 per person.

Late checkout fee \$10 after 1pm

Group Campsites: Base fee \$55.00 plus \$3.00 per person/ per night--- multiple vehicles allowed and early check in/ late check out times.

Golf Cart Permit \$10 per reservation

Fisheating Creek Outpost Rental and Shuttle Fee Schedule

Boat Rental	Single Kayak	DBL Kayak or Canoe
Per Hour	\$ 8	\$10
4 hrs or less	\$28	\$35
Full Day	\$44	\$55
Overnight charge with 4 hr min rental	+\$10	+ \$10

Trip 1 Burnt Bridge

Single \$45

Includes boat rental

Double \$55

Return by 2 pm

Trip 2 Burnt Bridge Single \$60
 Includes boat rental Double \$75
 Full day return by 6pm

Trip 3 Ingram's Crossing Single \$60
 Includes boat rental Double \$70
 Full Day return by 6pm

Trip 4 Ingram's Crossing Single \$80
 Includes boat rental Double \$90
 Overnight return by Noon

Additional person in boat and van add \$10

Shuttles for Private boats

	Single Kayak	Dbl Kayak or Canoe
Burnt Bridge	\$45	\$50
Ingrams Crossing	\$55	\$60

Additional person in boat and van add \$10

Weekday Shuttle: No minimum for the 9:30 departure time.
 Monday through Friday (excluding holidays)
 Scheduled shuttle departs for Burnt Bridge and Ingrams at 9:30
 Other departure times with less than two boats going \$80 for run

Group Discount / 15 % 5 boats Single or DBL must have group leader
 Join the Creek Club Paddle the Creek 5 times 6th trip free

Tours

Escorted paddling Tours

Paddling tour (3 hrs) \$89.00 per person
 \$45.00 per person (Children under 12 yrs. old)

There is a six person minimum and six canoe / kayak maximum. One adult minimum per canoe.
 (Includes canoe or kayak and livery service) Target departure times 8:30 am and 1:30 pm

Escorted Hiking Tour (1 ½ -2 hrs) \$20.00 per person (4 person minimum)
 Naturalist led hiking tour offered twice daily

CITY SLICKER PACKAGE Market price (\$350 and up)

City slicker package is for those folks "from the city" that have little or no outdoor or camping experience / equipment or grandparents who want to share the outdoors with grandchildren but whom may need or want assistance. We would provide a full complement of camping gear including tents to toothpicks. Our staff will set up camp and be a "Camping Concierge" for their stay. Two nights, up to two tents, four people, all campsite gear and canoe rental.

EQUIPMENT RENTALS

Tent (3-person).....	\$20.00/ night
Propane Stove	\$15.00/ night
Propane Lantern	\$10.00/ night
Sleeping Bag.....	\$10.00/ night
Camp-box.....	\$5.00 / night
Cooler.....	\$5.00 / night
Water Jug.....	\$2.00 / night
Canoe seat backs.....	\$3.00 / day \$5.00 / overnight trip
Extra Paddle.....	\$3.00 / day
Extra Cushion.....	\$3.00 / day
Fishing Pole & tackle	variable-----cane pole free

(Add ½ to the listed price for each additional night per item)

Exhibit B



Fisheating Creek Wildlife Management Area

Regulations Summary and Area Map
July 1, 2014 - June 30, 2015



A cooperative public wildlife and recreational area

Department of Environmental
Protection



Florida Fish and Wildlife
Conservation Commission

MyFWC.com

This brochure is designed to provide the public with information and a summary of regulations pertaining to hunting and other recreational use on the Fisheating Creek Wildlife Management Area. Regulations that are new or differ substantially from last year are shown in bold print. Area users should familiarize themselves with all regulations. For exact wording of the wildlife laws and regulations, see the Florida Fish and Wildlife Conservation Commission's wildlife code, on file with the Secretary of State and state libraries. This brochure, the Florida Hunting Regulations handbook and quota permit worksheets should provide the information necessary for you to plan your hunting activities. These publications are available from any Commission office, county tax collector and at MyFWC.com.

Persons using wildlife management areas are required to have appropriate licenses, permits and stamps. The following persons are exempt from all license and permit requirements (except for quota permits when listed as "no exemptions," recreational use permits, antlerless deer permits and the Migratory Bird Hunting and Conservation Stamp [federal duck stamp]): Florida residents who are 65 years of age or older; residents who possess a Florida Resident Disabled Person Hunting and Fishing Certificate; residents in the U.S. Armed Forces, not stationed in Florida, while home on leave for 30 days or less, upon submission of orders; and children under 16 years of age. Children under 16 years of age are exempt from the federal duck stamp. Anyone born on or after June 1, 1975 and 16 years of age or older must have passed a Commission-approved hunter-safety course prior to being issued a hunting license, except the Hunter Safety Mentoring exemption allows anyone to purchase a hunting license and hunt under the supervision of a licensed hunter, 21 years of age or older.

Licenses and permits may be purchased from county tax collectors, license agents, at MyFWC.com/license or by telephone at 888-486-8356. A no-cost Migratory Bird Permit is available when purchasing a hunting license. Any waterfowl hunter 16 years of age or older must possess a federal duck stamp, available where hunting licenses are sold, at most post offices or at www.duckstamp.com.

Quota Permit Information:

Archery - 20, no-cost, quota permits (no exemptions) for each of 2 hunts.
Muzzleloading Gun - 20, no-cost, quota permits (no exemptions) for each of 2 hunts.
General Gun - 20, no-cost, quota permits (no exemptions) for each of 2 hunts.
Wild Hog-still - 15, no-cost, quota permits (no exemptions).
Youth Turkey - 10, no-cost, quota permits (no exemptions).
Spring Turkey - 15, no-cost, quota permits (no exemptions) for each of 5 hunts.
Special-opportunity Spring Turkey - 10, \$175, special-opportunity turkey permits (no exemptions) for each of 2 hunts.

Permit applications: Hunters must submit electronic applications for quota and special-opportunity permits through the Commission's Recreational License Issuance Services (RLIS). Worksheets listing hunts, application periods, deadlines and instructions are available at county tax collector's offices, FWC offices or MyFWC.com. Quota application periods occur throughout the year beginning April 1; please refer to the hunting handbook or MyFWC.com for specific dates. Worksheets will be available about 2 weeks prior to each application period.

Guest hunters: For each non-transferable archery, muzzleloading gun, general gun, wild hog, spring turkey and mobility-impaired quota permit issued through the Commission's RLIS, a quota permit holder (host) may take a guest hunter by obtaining a guest permit. Guest hunters are not allowed during special-opportunity or youth turkey hunts. A guest hunter must possess a completed guest permit while hunting except the following persons may be a guest hunter without a guest permit: a youth under 16 years of age, a youth supervisor, a mentor license holder or a mentor license supervisor. A host may only bring 1 guest hunter at a time and may only use 1 guest permit per day. The following persons are not considered to be guest hunters: other quota permit holders, non-hunters and exempt hunters (on areas and during seasons that allow exemptions). The host must share the bag limit with the guest hunter and the host is responsible for violations that exceed the bag limit. The guest hunter and host must enter and exit the area together and must share a street-legal vehicle while hunting on the area. The guest hunter may hunt only while the host is on the area. Refer to the quota hunt worksheets for additional information.

Youth and mentor license holders: A youth hunter (less than 16 years of age) must be supervised by a person at least 18 years of age. A mentor license holder must be supervised by a licensed hunter at least 21 years of age. Unless exempt, only those supervisors with proper licenses and permits may hunt. If the supervisor is hunting during any hunt (not including special-opportunity) for which quota permits are issued, at least 1 person in the party must be in possession of a quota permit. A non-hunting supervisor is allowed to accompany a youth or mentor license holder during any hunt (including special-opportunity).

Transfer of permits: Quota and guest permits are not transferable. Special-opportunity permits are transferable, except permits issued to persons exempt from paying permit fees are only transferable to another person exempt from paying permit fees. A positive form of identification is required when using a non-transferable permit, except for a youth under 16 years of age. The sale or purchase of any quota permit or guest permit is prohibited.

General Area Regulations:

All general laws and regulations relating to wildlife and fish shall apply unless specifically exempted for this area. Hunting or the taking of wildlife or

age, a positive form of identification is required when using a non-transferable permit. The sale or purchase of any quota permit, guest permit or antlerless deer permit is prohibited.

GENERAL AREA REGULATIONS:

All general laws and regulations relating to wild animal life or freshwater aquatic life shall apply unless specifically exempted for this area. Hunting or the taking of wildlife or fish on this area shall be allowed only during the open seasons and in accordance with the following regulations:

1. Any person hunting deer or accompanying another person hunting deer shall wear at least 500 square inches of daylight fluorescent-orange material as an outer garment, above the waistline. This is not required during an archery-only season.
2. Taking of spotted fawn, swimming deer or roasted turkey is prohibited. Species legal to take are listed under each season.
3. It is illegal to hunt over bait or place any bait or other food for wildlife on this area.
4. Driving a metal object into any tree, or hunting from a tree into which a metal object has been driven, is prohibited.
5. No person shall cut, damage or remove any natural, man-made or cultural resource without written authorization of the landowner or primary land manager.
6. Taking or attempting to take any game with the aid of live decoys, recorded game calls or sounds, set guns, artificial light, net, trap, snare, drug or poison is prohibited.
7. The wanton and willful waste of wildlife is prohibited.
8. Hunting, fishing or trapping is prohibited on any portion of the area posted as "CLOSED" to those activities.
9. People, dogs, vehicles and other recreational equipment are prohibited in areas posted as "Closed to Public Access" by FWC administrative action.
10. Taking or herding wildlife from any motorized vehicle, aircraft or boat which is under power is prohibited, until power and movement from that power, has ceased.
11. Most game may be hunted from one-half hour before sunrise until one-half hour after sunset (see exceptions under each season).
12. The release of any animal is prohibited, without written authorization of the landowner or primary land manager.
13. The head and evidence of sex may not be removed from the carcass of any deer or turkey on the area.
14. The planting or introduction of any non-native plant is prohibited, without written authorization of the landowner or primary land manager.
15. Wild hog may not be transported alive.
16. It is unlawful for any person to leave any garbage or refuse or in any way litter in the area.
17. It is unlawful to set fire to any forest, grass or woodlands. Fires other than campfires are prohibited.
18. A Fish and Wildlife Conservation Commission Law Enforcement Officer may search any camp, vehicle or boat, in accordance with law.

PUBLIC ACCESS AND VEHICLES:

1. Open to public access year-round.
2. Public access, other than on foot, bicycle or boat, is prohibited, except registered and licensed vehicles may be operated within the Palmdale campground. The use of any vehicle, including but not limited to all-terrain vehicles, tracked vehicles or motorcycles, is prohibited. The use of personal watercraft or horses is prohibited.
3. All persons shall enter and exit the area at a designated entrance.
4. Airboats may only be operated in the airboating area. A no-cost airboat use permit issued by the Commission is required for all airboats operating in the management area (561-625-5122).
5. Parked vehicles may not obstruct a road, gate or firelane.
6. No motor vehicle shall be operated on any part of any wildlife management area that has been designated as closed to vehicular traffic.

HUNTERS AND CHECK STATIONS:

1. Hunting equipment may be taken onto the WMA after 8 a.m. the day before the opening of a season and shall be removed by 6 p.m. one day after the end of the season.
2. Hunters shall check in and out at the check station and check all game taken when entering and exiting the area.
3. All hunters shall enter and exit the area at the Palmdale campground entrance, except special-opportunity turkey hunters shall use the U.S.

Highway 27 right-of-way entrance, provided they check in and out at the Palmdale campground check station.

4. No deer, wild hog or turkey shall be dismembered until checked at the Palmdale campground check station.
5. Check station hours are from 5 a.m. to 9 p.m., except during the spring turkey season when hours are 4:30 a.m. to 4:30 p.m.

GUNS:

1. All firearms shall be securely encased and in a vehicle, vessel, camper or tent, during periods when they are not a legal method of take. Persons in possession of a valid Concealed Weapon or Firearm License may carry concealed handguns.
2. Target practice is prohibited.
3. Hunting with a gun and light is prohibited.
4. Muzzleloading guns used for taking deer must be .40 caliber or larger, if firing a single bullet, or be 20 gauge or larger if firing two or more balls.
5. Children under the age of 16 may not be in possession of a firearm unless in the presence of a supervising adult.
6. No person shall have a gun under control while under the influence of alcohol or drugs.
7. For hunting non-migratory game, only shotguns, rifles, pistols, longbows (including compound and recurve bows), crossbows (during the general gun or spring turkey seasons or by permit) or falconry may be used.
8. For hunting migratory game, only shotguns, bow and arrow (not crossbows), and falconry may be used. Shotguns shall not be larger than 10 gauge and shall be incapable of holding more than three shells in the magazine and chamber combined.
9. Firearms using rimfire or non-expanding, full metal jacket (military ball) ammunition are prohibited for taking deer.
10. Fully automatic or silencer-equipped firearms, centerfire semi-automatic rifles having a magazine capable of holding more than five rounds, explosive or drug-injecting devices and setguns are prohibited.

DOGS:

1. Hunting with dogs is prohibited.
2. No person shall allow any dog to pursue or molest any wildlife during any period in which the taking of wildlife by the use of dogs is prohibited.
3. Dogs on leashes may be used for trailing wounded game.
4. For purposes other than hunting, dogs are allowed, but must be kept under physical restraint at all times.

CAMPING:

1. Primitive camping is allowed year-round throughout the area, except at the concessionaire-operated public campground in Palmdale, where camping is by permit only (available from the concessionaire) and only tents, trailers or self-propelled camping vehicles may be used for camping. Palmdale campground / canoe rental: 863-675-5999.
2. During hunting seasons, individuals are encouraged to camp at the Palmdale campground or at designated sites along Fisheating Creek.
3. Fires other than campfires are prohibited.

BAG AND POSSESSION LIMITS: During quota hunts, host hunter and guest must share all bag and possession limits.

1. Deer - One per quota permit.
2. Wild hog - No size or bag limit.
3. Turkey - One per permit. Daily limit 1, season limit 2.
4. Gray squirrel, quail and rabbit - Daily limit 12, possession limit 24 for each game species.
5. Raccoon, opossum, armadillo, beaver, coyote, skunk and nutria - No bag limits.
6. Migratory birds - See Migratory Bird Hunting Regulations pamphlet.

ARCHERY SEASON:

September 18-20 and 25-27 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, archery permit, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - Any deer (except spotted fawn), wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Archery Season - In addition to these regulations, all General Area Regulations shall apply. Hunting with firearms or

crossbows is prohibited, except that centerfire shotguns are allowed for hunting migratory birds when one or more species are legal to take (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

MUZZLELOADING GUN SEASON:

October 16-18 and 23-25 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, muzzleloading gun permit and migratory bird permit (if hunting migratory birds).

Legal to Take - Deer with at least one antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to Muzzleloading Gun Season - In addition to these regulations, all General Area Regulations shall apply. Only muzzleloading guns are allowed for hunting, except that centerfire shotguns are allowed for hunting migratory birds when one or more species are legal to take (see Migratory Bird section and the current Migratory Bird Hunting Regulations pamphlet).

GENERAL GUN SEASON:

November 6-8 and November 27-29 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit, migratory bird permit (if hunting migratory birds), and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - Deer with at least one antler 5 inches or more in length, wild hog, gray squirrel, quail, rabbit, raccoon, opossum, armadillo, beaver, coyote, skunk, nutria and migratory birds in season.

Regulations Unique to General Gun Season - In addition to these regulations, all General Area Regulations shall apply.

GENERAL GUN HOG SEASON:

December 12-13 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license and management area permit.

Legal to Take - Wild hog.

Regulations Unique to General Gun-Hog Season - In addition to these regulations, all General Area Regulations shall apply.

TRAPPING: Prohibited.

SPRING TURKEY SEASON:

March 6-9, 12-15, 19-22, 26-29 and April 2-5 (west of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Quota permit, hunting license, management area permit and wild turkey permit.

Legal to Take - Bearded turkey or gobbler.

Regulations Unique to Spring Turkey Season - In addition to these regulations, all General Area Regulations shall apply.

1. Legal shooting hours are one-half hour before sunrise until 1 p.m.
2. Hunting other animals is prohibited.

SPECIAL-OPPORTUNITY SPRING TURKEY SEASON:

March 6-12 and 20-26 (east of U.S. Highway 27 only).

Permit, Stamp and License Requirements - Special-opportunity permit, hunting license and wild turkey permit.

Legal to Take - Bearded turkey or gobbler.

Regulations Unique to Special-opportunity Spring Turkey Season - In addition to these regulations, all General Area Regulations shall apply.

1. Legal shooting hours are one-half hour before sunrise until 1 p.m.
2. Hunting other animals is prohibited.

MIGRATORY BIRD SEASONS:

Rail, common moorhen, mourning dove, white-winged dove, snipe, duck, geese, coot, woodcock and crow may be hunted during seasons established by the Commission for these species (west of U.S. Hwy. 27 only).

Permit, Stamp and License Requirements - Quota permit (if hunting during any quota period), hunting license, management area permit, migratory bird permit, and state waterfowl permit and federal duck stamp (if hunting waterfowl).

Legal to Take - See Migratory Bird Hunting Regulations pamphlet.

Regulations Unique to the Migratory Bird Seasons - In addition to these regulations, all General Area Regulations shall apply.

1. Hunting duck, geese and coot with lead shot is prohibited.
2. Centerfire shotguns are allowed for hunting during established area seasons when one or more migratory birds are legal to take.

FISHING AND FROGGING:

Allowed year-round.

Permit, Stamp and License Requirements - Fishing license (not required when frogging).

Legal to Take - See Florida Freshwater Fishing Regulations Summary.

Regulations Unique to Fishing and Frogging - All General Area Regulations and General Freshwater Fishing Regulations shall apply. Shooting frogs is allowed only during the listed open hunting seasons and only with the legal methods of take during each particular season.

GENERAL INFORMATION:

If you have any questions about this material, please call the Fish and Wildlife Conservation Commission at 561-625-5122 (TDD 800-955-8771).

COOPERATION REQUESTED:

If you see law violators or suspicious activities, contact your nearest Commission regional office or call 1-888-404-FWCC. You may qualify for a cash reward from the Wildlife Alert Reward Association.

The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex or handicap. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to: The Office for Human Resources, U.S. Fish and Wildlife Service, Department of the Interior, Washington, D.C. 20240. The project described in this publication is part of a program funded by federal dollars under the Wildlife Restoration Act. Federal funds pay 20 percent of the cost of the program.

**When you spot law violators or suspicious activities,
contact your nearest Commission regional office or
call**

1-888-404-FWCC

**You may qualify for a cash reward from the
Wildlife Alert Reward Association.**

**Order Your Hunting and Fishing License
by Phone...
Use Your Credit Card and Call**

**1-888-HUNT-FLORIDA (486-8356) OR
1-888-FISH-FLORIDA (347-4356)**

(There is a vendor fee of \$3.95 per license.)



FISHEATING CREEK WILDLIFE MANAGEMENT AREA

18,272 acres
Glades County

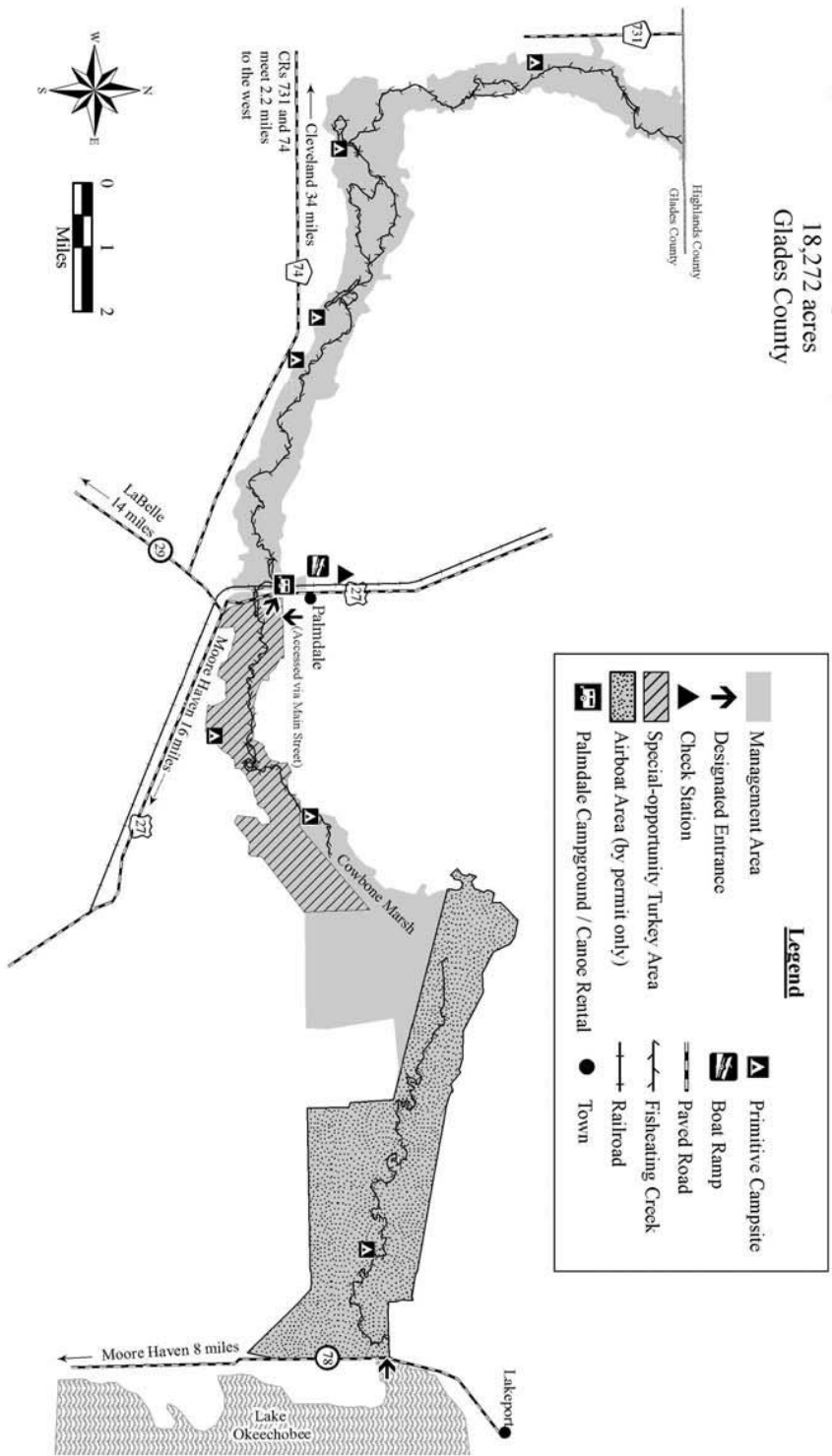


Exhibit C

SETTLEMENT AGREEMENT

This Settlement Agreement is dated as of May 25, 1999, by and among the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereinafter the "Trustees"), SAVE OUR CREEKS, INC., ENVIRONMENTAL CONFEDERATION OF SOUTHWEST FLORIDA, INC. (hereinafter "ECOSWF"), and LYKES BROS. INC. (hereinafter "Lykes").

RECITALS

WHEREAS, the Trustees, Save Our Creeks, Inc., ECOSWF, and Lykes are currently parties to litigation in Glades County styled Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Plaintiff and Save Our Creeks, Inc. and Environmental Confederation of Southwest Florida, Intervenor vs. Lykes Bros. Inc., a Florida Corporation (Case No. CA93-136, Circuit Court, 20th Judicial Circuit, Glades County, Florida) (hereinafter "the Litigation");

WHEREAS, on June 2, 1997, a Glades County jury determined that Fisheating Creek throughout Glades County, Florida is a navigable stream, and the trial court subsequently issued a Judgment on Title and Right to Immediate Possession which determined that title to Fisheating Creek up to the ordinary high water boundary was in the Trustees;

WHEREAS, an appeal of the jury verdict and the judgment is currently pending in the Second District Court of Appeal;

WHEREAS, the issue of the location of the ordinary high water boundary of Fisheating Creek throughout Glades County remains to be tried;

WHEREAS, each of the parties has devoted substantial time and resources in the litigation;

WHEREAS, the Trustees and Intervenor have investigated and surveyed the entirety of the Fisheating Creek course of Glades County upstream from Lake Port and within Glades County and have determined that there are no sovereignty lands outside of the Expanded Corridor, and specifically none on lands covered by Conservation Easements Phase I through V herein, and therefore, the Trustees are or may be offering to purchase said Conservation Easements over such lands;

WHEREAS, the Settlement Agreement would achieve the objectives of the parties in that it:

the Managing Agency. Grazing rights are also subject to conformance with the 1999 draft of the Water Quality Best Management Practices for cow calf operations, so that discharge from Fisheating Creek to Lake Okeechobee shall comply with applicable nutrient and other environmental standards. In the event Best Management Practices or permits for cattle grazing become required by law in the future, Lykes will comply with all applicable laws and regulations pertaining thereto. The Trustees reserve the right to limit the amount of grazing in order to deal with issues raised in the South Florida Water Management District's Lake Okeechobee Restoration Plan to the same extent the Trustees could restrict grazing on comparable grazing lands. Grazing rights within the Expanded Corridor are transferable and assignable to a single purchaser of adjacent upland, but shall not be transferable or assignable to multiple purchasers without the consent of the Trustees, which shall not be unreasonably withheld, so long as the Managing Agency is satisfied that the Expanded Corridor is managed so as to maximize the protection of the natural resource value of the lands in the Expanded Corridor.

8. Upon agreement with the Trustees as to purchase price, Lykes will convey to the State a Conservation Easement under section 704.06, Florida Statutes over the Phase I Conservation Easement lands as depicted on the map attached as Exhibit A which the parties stipulate encompasses approximately 41,606.5 acres. The Conservation Easement is attached as Exhibit B to this Settlement Agreement. The conservation easement was developed using a "snapshot" approach for determining the activities that Lykes may continue on the conservation easement lands. An easement documentation report will be produced which documents that "snapshot." This approach allows Lykes to maintain its traditional agricultural uses of the land, while ensuring that the current condition of the land and its natural resource values are preserved.

9. The Trustees, in consultation with Lykes, and with Lykes' concurrence as to the surveyor and the final boundary, will provide a metes and bounds survey of the perimeter of the Phase I Conservation Easement lands. The final price for the Phase I Conservation Easement lands will be determined based on this survey, and the parties agree that the final acreage shall not vary from the stated acreage in paragraph 7 by more than 3%. The cost of the survey shall be shared equally by Lykes and the Trustees.

10. Pursuant to section 704.06, Florida Statutes, the Trustees shall record the conservation easement in the Official Records of Glades County. The cost of documentary stamps shall be shared equally by Lykes and the Trustees.

11. Lykes will extend to the Trustees an option to purchase Phase II through V Conservation Easement lands as depicted on the map attached to this Settlement Agreement as Exhibit A. The Conservation Easement and Easement Management Plan shall be site specific for each option parcel. The option for Phase II must be exercised within 12 months and closed within 18 months of the closing of the Expanded Corridor and the Phase I Conservation Easement, unless extended by mutual consent. Subsequent options must be exercised within 12 months and closed within 18 months of closing of the prior phase. Lykes shall have the continuing option to decline to sell on exercise of such option if the price offered by the State is unacceptable to Lykes for any reason. Upon failure to exercise by the Trustees or upon Lykes refusal to accept price all future options expire. Lykes will not significantly change the use of the areas designated as Conservation Easement Phases II to V during the time while the Trustees' option to purchase conservation easements over these areas shall exist. In addition, in the event Lykes declines to sell a Conservation Easement to the USDA on Rainey Slough, or if said Conservation Easement is not perpetual, Lykes agrees that the part of Rainey Slough marked USDA on Exhibit A shall be included as part of the Phase IV Conservation Easement and Trustees agree that Lykes shall be compensated for whatever interest Trustees acquire.

12. Lykes recognizes that the Trustees are also interested in acquiring a conservation easement over an additional 17,280 acres, which lands are depicted as Future Potential Conservation Easement lands on the map attached as Exhibit A.

13. Lykes shall provide access to Fisheating Creek through Lykes' property at Burnt Bridge via County Road 74 and Ingram's Crossing via County Road 731 in order to facilitate canoeing on Fisheating Creek. Use of these additional access points by canoeists shall be under the control of the Managing Agency or its concessionaire. This access shall be documented in a recordable easement, the terms of which are sufficient to effectuate the purposes of the access and indemnify and hold harmless Lykes from claims by persons using such. The parties shall mutually agree to the terms of the easement, a copy of which is attached hereto as Exhibit C.

SECTION TWO COVENANTS OF THE TRUSTEES

14. The Trustees shall accept the quitclaim of Lykes' interests in 8,387.1 acres of land. The Trustees agree to make an offer to purchase the fee title to approximately 9,781.1 acres of land owned by Lykes and a conservation easement over approximately 41,606.5 acres owned by Lykes as more particularly described in Section One. The Trustees shall follow the

procedures contained in section 259.041, Florida Statutes, governing the acquisition of lands for conservation, preservation, and recreation purposes in arriving at the price for the fee-title lands and the conservation easement. The Trustees agree that, for purposes of settlement, no value will be assigned to the lands quitclaimed to the State. Acquisition of the fee title lands and the conservation easement is linked; the Trustees will not acquire one without the other.

15. The Trustees and Lykes shall equally share the agreed upon cost of surveying the boundaries of the Expanded Corridor and the Phase One Conservation Easement lands as described in Section One.

16. The Trustees will utilize their best efforts to ensure that Glades County promptly receives the payment in lieu of taxes provided for in section 259.032(12), Florida Statutes.

17. The Trustees will designate the Game and Fresh Water Fish Commission as the Managing Agency (herein "Managing Agency" or the "Commission") for the Expanded Corridor and as the Easement Monitor for Phase I Conservation Easement lands of the Fisheating Creek Ecosystem CARL Project.

18. The Trustees direct that the Expanded Corridor and the Phase I Conservation Easement lands shall be designated high need tracts pursuant to Section 259.032 (11) (c), Florida Statutes, to enable the Managing Agency to obtain sufficient management funds to ensure the adequate management of the Expanded Corridor and Phase I Conservation Easement lands as set forth in Exhibit D. This Funding shall provide for at least four law enforcement positions to provide adequate enforcement and security. Funding shall also provide for aquatic weed control and removal of obstructions to navigation to ensure that Fisheating Creek remains open for recreational boating throughout the Expanded Corridor.

19. The Trustees shall create a thirteen-member Advisory Board composed of one County Commissioner from Glades County, two representatives of Lykes Bros. Inc., two representatives from Save Our Creeks, Inc., two representatives from the Environmental Confederation of Southwest Florida, Inc., one representative from the Division of State Lands of the Florida Department of Environmental Protection, one representative from an environmental organization, two representatives of Lykes' lessees, one concerned citizen, and one representative of the Managing Agency if the agency desires to participate. The representatives shall be designated by their own organizations except for the concerned citizen and the representative of an environmental group who shall be designated by the Trustees from a list submitted by the Advisory Board.

SECTION THREE
MANAGEMENT AND USES OF THE FISHEATING CREEK EXPANDED CORRIDOR

20. The Trustees shall lease the Expanded Corridor to the Game and Fresh Water Fish Commission for management purposes.

21. Modifications of this lease require written notice to the parties to this Settlement Agreement, written agreement by the parties to the proposed modification, and action by the Trustees. Authorization to modify the lease shall not be delegated to staff of the Florida Department of Environmental Protection.

22. The Citizen Advisory Board created pursuant to paragraph 19 above may make recommendations to the Managing Agency as to future management issues involving the Expanded Corridor. The Managing Agency has no financial obligation to fund the activities of the Advisory Board.

23. The general public has the right to access the Expanded Corridor for boating and other recreational activities, other than hunting, from the Palmdale Campground and by the Main Street right-of-way in Palmdale. The general public also has the right to access the Expanded Corridor through existing public access points at Venus and Lakeport for boating and recreational activities other than hunting. Access to and use of the Expanded Corridor by motorized land vehicles is prohibited except for vehicular use necessary for the maintenance and management of the property by the Managing Agency or its agents, and by Lykes and its agents when necessary for fence maintenance and in accordance with paragraph 7. Security for the entire Expanded Corridor shall be provided solely by officers of the Commission.

24. The following recreational activities are allowed within the Expanded Corridor:

a. Hunting. Hunting shall be a permissible use in the entire Expanded Corridor upstream of Highway 27. The Commission will regulate the extent of hunting through rules adopted by the Commission. Members of the general public who possess firearms (which includes bows and arrows) must enter the Expanded Corridor through a Commission check point at Palmdale. Landowners adjoining the Expanded Corridor and their lessees and invitees, who possess a valid hunting permit to hunt within the Expanded Corridor, may enter the hunting area only with the prior approval and under conditions established by the Commission. Hunting will be prohibited throughout the entire Expanded Corridor in the area east of Highway 27 except for special opportunity spring turkey hunts conducted in an area between Highway 27 and a point between Rock Lake and the dividing line between sections 32 and 33 in Township 40 South, Range 31 East. The eastern boundary of the

special opportunity turkey hunts shall be located so as to provide a sufficient buffer for the current and historic swallow-tail kite colonies in Cowbone Marsh area. No guns shall be possessed in the Expanded Corridor except by hunters with a valid permit to hunt in a designated area, by participants in the feral hog control program but only in the area west of Highway 27, by Commission officers and their agents, and by Lykes' employees conducting necessary activities in accordance with paragraph 7. Hunting with dogs shall be prohibited.

b. Airboating: Airboating shall be permitted for sporting purposes including fishing and frogging in the area depicted on the map attached as Exhibit E, which restricts airboating to the area depicted on the map. The boundary depicted on this map may be adjusted to provide a one-mile buffer from the historic swallow-tail kite colony. The parties agree that the boundary of this airboating area will be clearly delineated and commit to cooperate in enforcing this restriction. Airboaters must obtain an airboat use permit from the Commission, which permit shall be valid for two years. The matter of appropriate airboating regulations in Cowbone Marsh will be revisited by the Commission in two years.

c. Fishing: Fishing shall be a permissible use throughout the entire Expanded Corridor.

d. Boating and Canoeing: The general public has the right to boat and canoe on Fisheating Creek throughout the entire Expanded Corridor. General public access is available as described in paragraph 23. To facilitate canoe access, Lykes has granted canoeists the right of access through Lykes property to Burnt Bridge and Ingram's crossing. Access through these additional access points shall be under the control of the Managing Agency, or its concessionaire if one is established. Landowners adjoining the Expanded Corridor and their lessees and their invitees may enter the corridor for boating and canoeing purposes directly from the adjoining lands. However, such access shall be limited to not more than two vessels for each adjacent landowner and for each of their lessees in any one day unless a permit is obtained from the Managing Agency for a larger number of vessels. No commercial use of adjoining landowner access shall be permitted.

e. Frogging: Frogging shall be a permissible use throughout the entire Expanded Corridor.

f. Wilderness Camping: Wilderness camping shall be a permissible use throughout the entire year in the entire Expanded Corridor.

g. Hiking: Hiking shall be a permissible use throughout the entire Expanded Corridor.

25. Resource Protection: The Managing Agency is directed to implement the following activities to ensure that the natural resource values of Fisheating Creek are maintained or enhanced in conjunction with the preservation of the historical Creek uses:

a. Protection of Historical and Archeological Sites. Historical or archeological sites within the Expanded Corridor shall be protected in coordination with the Department of State, Division of Historical Resources.

b. Protection of Navigation. The navigability of Fisheating Creek throughout the entire Expanded Corridor shall be maintained and enhanced through a navigation maintenance program which includes aquatic weed control and removal of fallen logs and similar obstructions. This section does not authorize dredging.

c. Protection of Ecological Values Through Prescribed Burning: The ecological values of the entire Expanded Corridor shall be preserved and enhanced through a program of prescribed burning where appropriate.

d. Protection of Ecological Values Through Feral Hog Removal: The Commission shall implement and manage a feral hog control program in the Expanded Corridor west of Highway 27 using up to 50 people local to Fisheating Creek in Glades and Hendry County based on traditional uses by local people. Only shotguns using #1 buckshot or larger shall be used in the feral hog control program. The Commission will set qualifications and conditions to assure the purposes of the program are effectuated to the maximum extent practicable. This shall in no way limit the Commission's authority to authorize and regulate hog hunting in the Expanded Corridor west of Highway 27. Control of feral hogs east of Highway 27 shall be conducted under the supervision of the Commission by means other than hunting. The hogs removed in this manner will be taken in as short a period as possible.

e. Protection of Ecological, Historical, Archeological and Recreational Values: The Commission is authorized to monitor grazing activities within the Expanded Corridor to ensure that such activities are in accordance with paragraph 7 and to ensure that the level of grazing is compatible with protecting the natural resource values of the land. The Commission may exclude grazing from limited areas where necessary to protect major camping areas or sites of historical or archeological significance. Any necessary fences will be paid for by the Commission.

f. Protection of Ecological Values Through Prohibition of Jet Skis and Jet Powered Watercraft: The Commission is directed to protect ecological values through prohibition of jet skis and jet powered watercraft.

**SECTION FOUR
MISCELLANEOUS**

26. Proration of Taxes. Ad valorem taxes will be prorated between the State and Lykes as of the date of closing.

27. Effective Date. This Settlement Agreement will become final upon the entry by the Glades County Circuit Court of a Consent Final Judgment in the pending Litigation. Lykes may decline to close the sale of the Expanded Corridor and the Phase I Conservation Easement if it determines that the price offered by the Trustees to purchase the fee title lands and the Phase I Conservation Easement lands is unacceptable and this Settlement Agreement shall become void. Either party may delay the closing until such time as a ruling is issued by the Second District Court of Appeal in Lykes' appeal of the determination of navigability and title to Fisheating Creek but not beyond November 30, 1999. Lykes may elect to abandon this Settlement Agreement in the event the Second District Court of Appeal reverses the trial court's navigability determination.

28. Promptly upon entry of the Consent Final Judgment the Parties will dismiss the Litigation with prejudice and give Lykes a release in the form attached to this Settlement Agreement as Exhibit F.

29. This Settlement Agreement constitutes the entire agreement of the parties and the same may not be amended or modified orally. All understandings and agreements heretofore had between the parties are merged in this Settlement Agreement which alone fully and completely expresses their understanding.

30. Any waiver, alteration, or modification of this Settlement Agreement shall not be valid unless in writing and signed by the parties hereto.

31. The parties hereto agree to execute any and all further instruments and documents and take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein, except as otherwise permitted in paragraph 27 and the parties are authorized to record this Settlement Agreement in the property records of Glades County.


32. This Settlement Agreement and the rights and obligations of the parties herein shall inure to the benefit of and be binding on parties and their respective successors and assigns.

33. Enforceability. This Settlement Agreement may be enforced in circuit court by any signatory to the Agreement, but is not intended to create rights in third party beneficiaries.

34. Closing. The appraisal process shall proceed immediately and the Trustees will enter price negotiations as soon as practical so that the Trustees and Lykes can enter a binding contract of purchase and sale on or before September 15, 1999, with closing as expeditiously as possible thereafter. These dates may be extended by mutual agreement of Lykes and the Trustees.

IN WITNESS WHEREOF, this Settlement Agreement has been executed on the day and year of the last signatory to the Agreement.

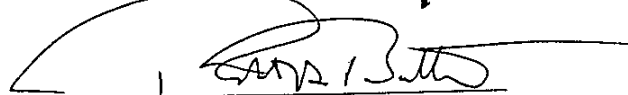
(SEAL)
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA



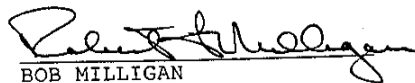
JEB BUSH
GOVERNOR




KATHRYN HARRIS
SECRETARY OF STATE

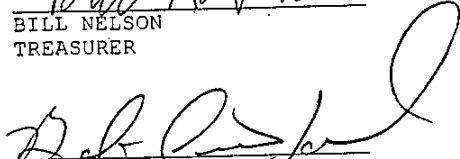



ROBERT A. BUTTERWORTH
ATTORNEY GENERAL



BOB MILLIGAN
COMPTROLLER


BILL NELSON
TREASURER


BOB CRAWFORD
COMMISSIONER OF AGRICULTURE


TOM GALLAGHER
COMMISSIONER OF EDUCATION

As and Constituting the BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA

Date: May 25, 1999

John Brabson
JOHN BRABSON, CHAIRMAN
YKES BROS. INC.
s/;i;/99

Becky Hendry

Becky Hendry, President
Save Our Creeks, Inc.
Date: 5/24/99




Becky Ayech

Becky Ayech, President
Environmental Confederation
of Southwest Florida, Inc.
Date: 5/24/99

EXHIBIT A

MAP OF FISHEATING CREEK

(PARAGRAPHS 2, 8, 11 & 12)

	25% Exceedance Line	8,387.1 ac	} The Expanded Corridor
	Fee Land	9,781.1 ac.	
	Phase I Conservation Easement	41,608.4 ac.	

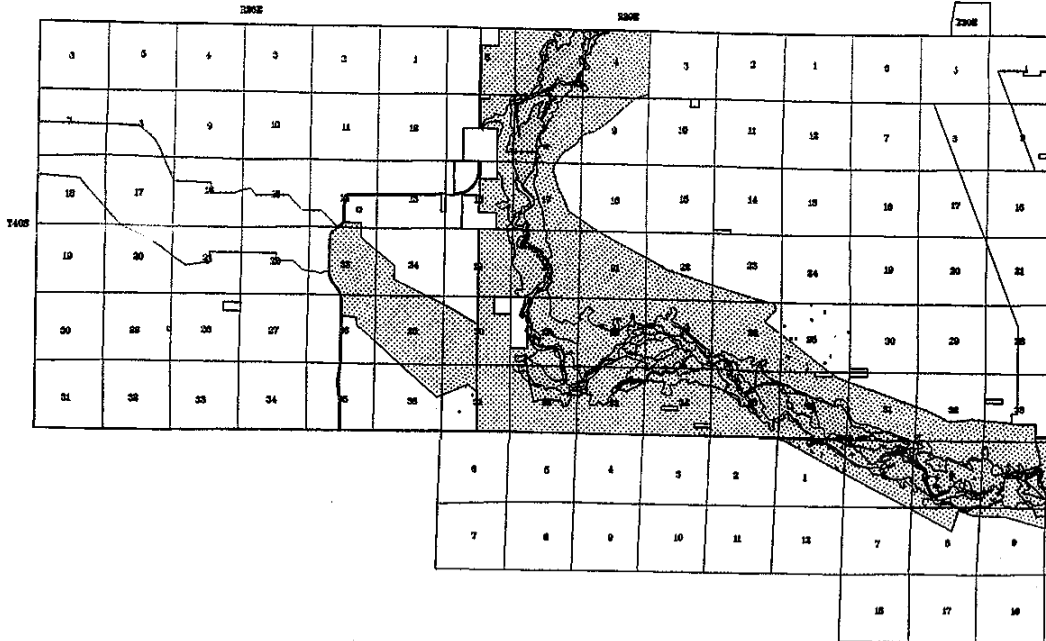


EXHIBIT A
Phase I Perpetual Conservation Easement