

General Counsel's Report
November 15, 2022

Discussion: Action Item: Approve Agreement between SWFWMD and Camp N Paddle LLC for Management of the Campground and Boat Ramp at the Chassahowitzka River Project – SWF Parcel No. 15-347-105X – Citrus County

Purpose

To request approval of an agreement between the Southwest Florida Water Management District (District) and Camp N Paddle, LLC (Vendor Agreement), for management of the Campground and Boat Ramp at the Chassahowitzka River Project (Property).

Background/History

The District acquired the Property from the Lykes Brothers in 1991. The District and Citrus County entered into a management agreement for the operation and maintenance of the Campground and Boat Ramp at the Property (Management Agreement), which expires on November 15, 2022. The Management Agreement allows the County to enter into third-party vendor agreements to assist with operation and maintenance responsibilities. In 2017, the County entered into a vendor agreement with Moore & Moore Realty, LLC (a subsidiary of Camp N Paddle, LLC), to manage the Campground and its amenities. The agreement between the County and Moore & Moore Realty, LLC, also expires on November 15, 2022.

In 2019, the County informed the District that it no longer wanted to continue the current Management Agreement. The District began negotiations with the Florida Forest Service (FFS) to assume the County's management responsibilities and to expand the scope of management activities to the entire Property. The District and FFS agreed in principle to the assignment of the current Management Agreement, but the County rejected the District's proposal. At the time, the County claimed that it owned that portion of the Campground that comprises the Boat Ramp and parking lot.

The District has expended considerable resources attempting to find an amicable resolution to this dispute. The County has not provided information to support the claim of ownership and is actively interfering with the District's ability to secure a partner to manage the Property. FFS has indicated that it will not enter into any management agreements with the District for the Property or the Campground while the dispute with the County exists. Since the Management Agreement and the County's agreement with the third-party vendor both, expire on November 15, 2022 immediate action is needed to ensure the continued operation of the Campground and Boat Ramp. As a result, the District has negotiated the Vendor Agreement with Camp N Paddle, LLC, to continue operating and maintaining the Campground until the ownership dispute is resolved.

Staff Recommendation:

See Exhibits

- Approve the Agreement between the Southwest Florida Water Management District and Camp N Paddle, LLC for management of the Campground and Boat Ramp at the Chassahowitzka River Project.
- Authorize the Governing Board Chair to execute the Agreement on behalf of the District.
- Authorize District staff to take additional actions to resolve the above-described ownership dispute and protect the District's Chassahowitzka River Project, including filing any appropriate actions in circuit court, if necessary.

Presenter: Christopher A. Tumminia, General Counsel

AGREEMENT NO. _____

AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CAMP N PADDLE, LLC

This Agreement (Agreement) is entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, (District), having a mailing address of 2379 Broad Street, Brooksville, Florida 33604, and Camp N Paddle, LLC, a Florida limited liability company, having a mailing address of 9820 West Yulee Drive, Homosassa, FL 34448 (Vendor).

WITNESSETH:

WHEREAS, the District is the owner in fee simple of certain real property located in Citrus and Hernando Counties, Florida, known as the Chassahowitzka River Project (Project), Chassahowitzka Campground (Campground), and Chassahowitzka Boat Ramp (Boat Ramp), more particularly described in Exhibit "A" attached hereto and which hereafter may be referred to together as the "Properties"; and

WHEREAS, certain facilities and improvements exist on the Properties as described in Exhibit "B" attached hereto and referred to as the "Improvements"; and

WHEREAS, the District is authorized by Sections 373.1391 and 373.1401, Florida Statutes, to enter into agreements with other entities to provide for coordinated and cost-effective management of District-owned lands; and

WHEREAS, the District desires to retain Vendor and Vendor desires to be retained by the District to provide certain services at the Properties more specifically described herein; and

WHEREAS, the District and Vendor desire to enter into this Agreement to describe and clarify the rights and responsibilities of each of them.

NOW THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District agrees to retain Vendor and Vendor agrees to be retained by the District, upon the following terms and conditions.

1. SERVICES. The services to be provided by Vendor are summarized in Exhibit "C" hereto and made a part hereof (Services). If the District identifies any additional Services to be provided by Vendor that are not covered under this Agreement, such additional Services shall be made a part of this Agreement by a written amendment.

2. **TERM.** This Agreement shall be effective on the date of execution by all parties and shall continue in effect until November 16, 2024, unless and until terminated by either of the parties by notifying the other party in writing at least sixty (60) days prior to termination.

3. **MODIFICATION OF AGREEMENT.** This Agreement may only be modified or amended upon mutual written agreement of the District and Vendor. No oral agreements or representations shall be valid or binding upon the District and Vendor. No alteration or modification of this Agreement's terms, including substitution of parties or Services, shall be valid or binding upon District. Vendor may not unilaterally modify the terms of this Agreement by affixing additional terms through incorporation of such terms into Vendor's documents or other forms provided by Vendor to the District.

4. **COMPENSATION TO DISTRICT.**
 - a. Vendor shall pay to District 10% of the annual Campground gross revenue calculated from January through December of each year plus a flat monthly fee of \$500.00.

 - b. Vendor's payment to the District of the 10% of the prior year's gross revenue shall be due by March 1st of each year. The first year will include the following dates: November 16, 2022 through December 31, 2023 and each year thereafter will be January through December. In the event that this Agreement is terminated for any reason, Vendor shall pay the District 10% of the partial year's gross income within thirty (30) days of the date of termination. Vendor shall submit payment of the \$500.00 monthly fee to the District by the fifteenth (15th) day of each month following the month that the Services were performed. If payments due to the District are not paid as set forth herein, Vendor shall be obligated to pay the District interest on the overdue amount calculated at the per annum rate of 10% unless Vendor provides notification and justification of the late payment to the District prior to the date the payment is due and the District agrees in writing to accept late payment.

5. **DESIGNATED CONTACTS.**

<p>As to District: Ellen Morrison, Bureau Chief Land Resources Bureau 2379 Broad Street Brooksville, FL 34604 Phone: 352-279-7211 ellen.morrison@watermatters.org</p>	<p>As to Vendor: Elaine Moore, President Camp N Paddle, LLC 9820 W. Yulee Drive Homosassa, FL 34448 Phone: 352-621-3001 Elainemoore4@gmail.com</p>
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6. NOTICES. All notices between the District and Vendor, as required under this Agreement, shall be by telephone, facsimile, email, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
7. ENTIRE AGREEMENT. This Agreement and its exhibits as referenced herein, together with any executed amendments, shall constitute the entire agreement between the District and Vendor. There are no understandings or agreements unless expressly stated herein.
8. WARRANTIES. Vendor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Vendor's ability to satisfy its obligations under this Agreement.
9. INSURANCE. During the term of this Agreement, Vendor shall, at its sole expense, provide insurance of such a type and with such terms and limits as set forth below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor and Vendor shall provide the District with a certificate of insurance evidencing such coverage.
 - 9.1 MINIMUM INSURANCE REQUIREMENTS. Vendor shall procure and maintain for the duration of this Agreement insurance against claims of injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees, or subcontractors. The coverages, limits, or endorsements required herein protect the primary interests of the District and these coverages, limits, or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against loss exposures, whether as a result of duties pursuant to this Agreement or under a contract.
 - 9.2 COMMERCIAL GENERAL LIABILITY. Vendor must obtain an occurrence form policy for limits not less than \$1,000,000 each occurrence, \$1,000,000 products/completed operations each occurrence, \$1,000,000 personal and advertising injury liability, \$50,000 fire damage liability, and \$50,000 medical expense.
 - 9.3 AUTOMOBILE LIABILITY. Vendor must obtain coverage for all for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Vendor does not own vehicles, Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or

separate Business Auto Liability policy.

9.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.

9.4.1. Vendor must obtain Worker's Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee must be include.

9.4.2. For any officer of Vendor that has exempt status as an individual, the District requires proof of worker's compensation insurance coverage for that Vendor/employer/owner's employees. If the Vendor/employer/owner or individual has applied for a worker's compensation exemption, the District does not recognize the exemption to extend to the employees of the Vendor/employer/owner.

9.4.3. The purpose of this section is to ensure that all vendors, subcontractors, sole proprietors, or business entities of any kind who contract with the District for provision of goods or services provide worker's compensation coverage for all employees and principals of subcontractors, sole proprietors, or other business entities. All provisions of this section shall be construed in accord with this intent.

9.5 OTHER INSURANCE PROVISIONS.

9.5.1. Vendor shall provide a Certificate of Insurance to the District within a thirty (30) day notice of Cancellation and/or changes in policy language, and a ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of this Agreement (original if this Agreement is renewed) or prior.

9.5.2 Vendor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Vendor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

9.5.3. All required insurance policies must be maintained until the contract work has been accepted by the District.

9.5.4. The Southwest Florida Water Management District, a public corporation of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officials, employees, or volunteers.

9.5.5. Vendor's insurance coverage shall be primary insurance with respect to the District, its officials, employees, or volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, or volunteers

shall be in excess of Vendor's insurance and shall be non-contributory.

9.5.6. For all policies of insurance, Vendor and its insurance carrier waive subrogation rights against the District for all losses or damages that occur during the Agreement and for any events occurring during this Agreement period, whether the suit is brought during this Agreement period or not.

9.5.7. The Certificate holder should read as follows: The Southwest Florida Water Management District, a public corporation of the State of Florida, 2379 Broad Street, Brooksville, FL 34604.

9.5.8. It is the Vendor's responsibility to insure that all subcontractors comply with these insurance requirements. Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9.5.9. All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

9.5.10. All Certificates must show that the Vendor's policies have been endorsed per the requirements.

10. **PROPERTY CONDITION.** The Vendor will maintain any Properties that it is responsible for pursuant to the scope of Services in good and safe condition.
11. **INDEMNIFICATION.** To the extent permitted by law, and notwithstanding any other provision of this Agreement to the contrary (including exhibits) the Vendor shall indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any of these persons or entities may be liable during the Vendor's performance under this Agreement. This clause shall not waive any benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the District, any sums due to Vendor under this Agreement may be retained by the District until all of the District's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; any amount withheld shall not be subject to payment of interest by the District.
12. **CHANGE ORDERS.** The District, at any time as the need arises, order changes within the scope of the Services without invalidating this Agreement. If such changes result in an increase or decrease in any amounts due under this Agreement, or in the time required for performance of this Agreement, an equitable adjustment shall be authorized by way of an amendment to this

Agreement. Vendor shall proceed with the performance of any changes in the scope of the Services so ordered by the District unless Vendor believes that such changes entitles it to a change in this Agreement as to compensation or time within which to perform the Services, or both, in which event the Vendor shall give the District written notice thereof within fifteen (15) days after the receipt of the ordered change, and Vendor shall not execute such changes pending the receipt of an executed amendment or further instruction from the District.

13. **DISCRIMINATION.** The District and the Vendor shall not discriminate against any individual because of race, color, religion, gender, national origin, age, physical disability or marital status with respect to their use of the Properties and performance of the Services under this Agreement.
14. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by giving the other party sixty (60) days written notice. Termination is effective upon the sixtieth day from the date of the written notice. In the event of termination, the District will be responsible for compensating Vendor only for those Services satisfactorily completed or partially completed up to the date of termination. Vendor shall not be entitled to compensation for loss of anticipated profit.
15. **LICENSES AND CERTIFICATIONS.** Vendor, or its subcontractors, shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as required by the State of Florida and Citrus County, Florida.
16. **ASSIGNMENT.** Neither the District nor Vendor shall sell, assign, or transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other. In the event of any purported assignment of rights in violation of this section, this Agreement is null and void. In the event of any authorized assignment under this section, Vendor remains secondarily liable for performance of this Agreement unless the District expressly waives such secondary liability.
17. **GOVERNING LAW AND VENUE.** This Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligations of the parties hereto, the jurisdiction and venue of such action shall be an appropriate state court in Citrus County, Florida.
18. **INSPECTION, PERFORMANCE, SUPERVISION.** The District reserves the right to inspect the Services provided by Vendor, whether partially or fully completed, at any time as deemed appropriate by the District for purposes of ensuring Vendor's performance under this Agreement. Such inspections performed by the District shall not be construed as final approval of the Services, and shall not

relieve the Vendor of any obligation under this Agreement. The District reserves the right to inspect at any reasonable time with prior notice the Vendor's facilities to assess conformity with the provision of the Services with this Agreement's requirements. The District reserves the right to inspect or investigate at any time whether the provision of the Services complies with this Agreement's requirements. This paragraph shall not mean or imply that it is obligatory upon the District to make such an investigation either before or after award of this Agreement but should the District elect to do so the Vendor is not relieved from fulfilling this Agreement's requirements.

19. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or reply upon a contract to provide any goods or services to a public entity, may not submit a proposal or reply upon a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal, or reply upon a lease of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant 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 following the date of being placed on the convicted vendor list.
20. **RISK OF LOSS.** Until the Services have been accepted by the District, risk of loss or damage to any material, equipment, supplies, or work product, whether partially or fully completed, that are associated with the Services, shall remain with the Vendor.
21. **SEVERABILITY.** If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
22. **SURVIVAL.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of this Agreement for any reason.
23. **TAXES.** Vendor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida which are applicable to provision of the Services under this Agreement. The District will not pay for any personal property taxes levied on the Vendor or for any taxes levied of the Vendor's employees' wages.
24. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the

AGREEMENT NO. _____

District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the District of any other or further exercise thereof or the exercise of any other right.

25. ENTIRE AGREEMENT. This Agreement and attached exhibits constitute the entire agreement between the parties and unless otherwise provided herein, may be amended only in writing signed by all the parties to this Agreement.
26. AUTHORITY. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

In witness whereof, the lawful representatives of the District and the Vendor have caused these presents to be executed in their respective names the day and year indicated below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Joel A. Schleicher, Chair

Date

Approved as to Legal Form and Content

Christopher A. Tumminia, General
Counsel

(SEAL)

CAMP N PADDLE, LLC

Elaine Moore, President

Date

EXHIBIT "A"

Chassahowitzka River Campground



0 200 400 800 Feet

EXHIBIT "B"

Improvements

Buildings

- General store
- Screened-in pavilion
- Bathhouse with laundry room
- Service barn
- Boathouse with covered pavilion

Other Improvements

- Paved parking lot
- Boat ramp
- Boardwalk with handicap rails along water from boathouse to store

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EXHIBIT "C"

SCOPE OF SERVICES

This Scope of Services is for the management, operation, and maintenance of Chassahowitzka River Campground (Campground). It is contemplated that the Vendor will establish and collect fees, operate concessions, provide special events, and provide educational and recreational programs, subject to District approval, to generate revenue. The Vendor shall, through marketing strategies and other means, generate sufficient revenue to make the operation of the park self-sufficient.

The Campground shall be operated so as to promote a family atmosphere and recreational activities, events, and programs compatible with the natural environment of the park. The Vendor shall provide background checks approved by the District on any and all employees.

VENDOR'S RESPONSIBILITIES

General

It is the intent of this section to represent the full scope of services of the Vendor in the management, operation, and maintenance of the Campground. The omission of specific statements of services does not exclude them from the Vendor's responsibility if the service is a logical responsibility in the operation and maintenance of the Campground.

Environmental

The Vendor shall not engage in any activity that will be environmentally detrimental to the park and surrounding area's flora and fauna. The District's Land Resources Bureau Chief shall make the determination of what will or will not be allowed to take place in the Campground. The Vendor shall assist the District in removing exotic plants throughout the Campground as they are identified. The Vendor shall work to minimize erosion along the shoreline and within the park through the use of native plants, fencing, signage, terracing, steps, and other means necessary as agreed upon by the Land Resources Bureau. When landscaping, the Vendor shall use native species of plants. Activities such as special events and programs should harmonize with, and shall not detract from, the natural environment and beauty of the Campground or the Campground visitor's enjoyment of the natural environment. The Land Resources Bureau Chief shall have authority to disapprove activities and events that do not meet this requirement.

General Requirements

The Campground's operation shall include, but not be limited to, the following:

Campground Opening & Closing: Will operate year round.

Designation of Authority: Vendor will be required to have a Site Manager or designee to live on campground property with authorization to make decisions on campground issues. If residence is an RV or camper of some type, the Land Resources Bureau Chief will approve the site used. Otherwise, the existing campground house on location can be utilized. Vendor will inform Land Resources Bureau Chief immediately with any change in designee of authority to include contact information of the designee.

Safety & Security: Vendor will protect the Campground's facilities, natural and historic features, and flora and fauna from vandalism, misuse and abuse. Vendor will take reasonable to protect the Campground visitor from unsafe acts and/or conditions. Pets are permitted in the Campground and animals used to assist persons with disabilities provided in F.S. 413.08 are welcome in all areas of the Campground. Copies of all maintenance reports from outside contractors shall be forwarded to the Land Resources Bureau Chief to be kept on file.

Emergency Plan: Vendor will develop and implement a Campground Emergency Plan (Plan) in the event of a natural disaster such as hurricane or fire. The Plan will provide for actions on all Campground operations during an emergency situation. The Plan will include a camper compensation policy. The Land Resources Bureau will be provided an updated copy of the Plan each January. Copies of the Plan must be provided to campers upon request and must be visibly posted in the camp store.

Communication with District Staff: Vendor will be required to meet with the Land Resources Bureau Chief and/or staff each quarter for a pre-scheduled onsite visit. Any change in Campground employees and contact information for Campground staff shall be communicated to the Land Resources Bureau via email. Any change in District personnel and contact information relevant to the Campground shall be communicated to Vendor via email.

Facilities Maintenance: Vendor will maintain all Campground buildings, roads, parking areas, fences, playground equipment, boardwalks, docks, boat ramp, and picnic facilities in clean, safe conditions and good repair.

The District will respond to maintenance requests for interior road repairs and/or maintenance and respond to work orders as schedule allows and the Vendor will be billed after completion of work order for time and materials used. Vendor will conduct annual termite inspections for all buildings and structures and remit copy of inspections to the Land Resources Bureau. Vendor will provide janitorial services for the restrooms and other facilities, and periodic inspection, repairs and required maintenance on the air conditioners, and plumbing. The District may request a licensed third party vendor to conduct inspection to establish structural integrity on all buildings within the Campground property at the expense of the Vendor. The District will maintain the master lift station, known as Chazz #1 and the small lift station, known as Chazz #1A (near the Camp Store) and respond to maintenance requests and work orders as schedule allows and the Vendor will be billed after completion of work order for time and materials used.

Grounds Maintenance: Vendor will maintain the grounds so as to provide neat, clean, aesthetically pleasing surroundings while maintaining the “natural” appearance of the park. This work shall include regular mowing, trimming, edging, raking, weeding, picking up of trash and debris, removal of fallen branches from public use areas, erosion control of shoreline and other areas as needed and the maintenance of nature trails, recreational fields, fencing, and other park facilities. Remove and legally dispose of all trash from the Campground property. Any necessary maintenance to waterways at Campground will be submitted to the Land Resources Bureau for a work order to be issued.

Dock and Water Safety and Usage: Vendor will conduct monthly boat launch inspections using the form provided by the District and copy of inspection forms will be provided to the Land Resources Bureau to be kept on file. Vendor will maintain the dock area and boathouse to ensure safety and will provide for all appropriate repairs. The Vendor has the right to establish and/or enforce public dock mooring areas and lengths of time boats will be allowed to moor at the dock. It is understood the Vendor is not authorized to enforce government-established rules related to human behavior on or in the water. Government-sponsored signs will be posted at the dock area establishing a no swimming zone. Vendor and it's employees will make water users aware of the regulations and encourage them to obey the regulations in the interest of safety. Accidents occurring from failure to follow posted regulations are not the responsibility of the Vendor, including but not limited to those involving motorized boats.

Concession: The Vendor may provide concession operations that will provide food services and fishing supplies, boat rentals, and boat tours. The concession operations shall meet all required health laws and shall be operated in a manner that will present a clean, attractive facility to the public and that will minimize visitor complaints. Operations shall include the use of environmentally friendly materials. Other concession operations are subject to approval by the District. The sale of alcoholic beverages is not permitted.

Fees, Rentals and Other Charges: The Vendor shall establish an annual fee schedule for use of Campground facilities and services. Vendor may adjust campsite fees and other fees if market conditions warrant a change. Vendor is expected to be aware of fees charged by nearby competitors and insure that fees charged by Vendor are competitive and positioned to optimize the income of the Campground facilities. All fees, including parking fees, are subject to approval by the Land Resources Bureau Chief. Fees for lower income and special populations shall be established.

Procedures for Transfer of Services and Assets at End of Contract: In the event termination of this Agreement is imminent there shall be a 30 day transition period prior to the end date, or an agreement will be established that extends the term of the Agreement. On the first day of the transition period, the District and the Vendor shall perform an assessment of the campground facilities to determine which items are considered capital improvements based on the definition stated in this Scope of Services. Vendor will then immediately begin removal of those items that are not considered capital improvements. Vendor may negotiate with others for the sale of the items they own if desired. Vendor will have removed all of their items by the end of the 30 day transition period. During the transition period, records of future reservations and current vendor contact information will be furnished to the District or its designee. Vendor will make final payment of funds due to District within 15 days of the end of the transition period.

Public Relations: The Vendor shall keep in mind that the Park is a “public” facility owned by the District. The Vendor and employees of the Vendor shall at all time deal with the public in a courteous, pleasant manner and in such a way as to promote a “positive image” for the District.

Capital Improvements and Other Improvements: For purposes of this agreement, Capital Improvements shall be defined as:

“Improvements to real property (land, buildings, including fixtures and fixed equipment, appurtenances, structures, etc.) that add to the value and extend the useful life of the property, including construction of new structures, replacement or rehabilitation of existing structures or removal of closed structures, that have a useful life of at least five (5) years.” Maintenance items whose cost exceeds \$1000 shall be considered capital improvements.

Maintenance shall be defined as:

“Routine and preventative maintenance performed to restore an asset’s physical condition to a specific standard, prevent further deterioration, replace or substitute a component at the end of its useful life and includes incidental repair to property. These recurring activities are expected to be performed as a result of the use of the property to keep the property in its normal operating condition.”

All improvements or changes to the Campground and its facilities will require the mutual consent of the District and the Vendor. Vendor is expected to budget for maintenance actions and complete on a routine basis as necessary. All capital improvements shall become the property of the District. Ownership of all other changes and improvements made by the Vendor shall be determined as indicated elsewhere in this Scope of Services.

Special Events/Promotions: The Vendor may offer, advertise and operate special events and promotions to generate revenue and enhance the public’s use of the Park. The Vendor shall notify the Land Resources Bureau in writing 30 days in advance of any event or promotion offer or advertisement. All events or promotions are subject to District approval. Any damages to the Campground and Campground facilities caused by the event shall be immediately repaired by the Vendor at the Vendor’s expense.

Proposed Annual Operating Plan and Budget Report: The Vendor shall submit to the District a proposed annual operating plan and budget report ninety (90) days prior to the beginning of the Vendor’s next fiscal year. A copy of the plan should be mailed to the Land Resources Bureau, 2379 Broad Street, Brooksville, FL 34604. The proposed plan and budget report shall include, but not be limited to:

Proposed Annual Fee Schedule
Proposed Detailed Revenue and Expense Budget

Proposed Staffing
Proposed Organizational Chart
Proposed Special Events, Promotions
Proposed Capital Expenditures for Equipment and Facilities
Proposed Policies and Procedures of the Campground Management