

VISITOR SERVICES AGREEMENT

This Visitor Services Agreement is between the Department of Environmental Protection, whose headquarters is located at 3900 Commonwealth Blvd., Tallahassee, Leon County, Florida (“Department”), a state agency, and Cayo Hueso Development Inc., dba Fort Zachary Taylor Visitor Services organized as a Florida corporation, whose headquarters is located at 6810 Front Street, Key West, Florida 33040 (“Visitor Service Provider” or “VSP”).

WHEREAS, Chapter 258, Part I, Florida Statutes, grants to the Department’s Division of Recreation and Parks (“Division”) the duties to preserve, protect, manage, supervise, administer, regulate, and control all state parks in the State of Florida for the use of the public for the purposes expressed in that chapter;

WHEREAS, pursuant to competitive Request for Plans for Visitor Services (RPVS) No. 2005014C, and further negotiations, the Department agrees to grant the exclusive privilege of operating the visitor services described more fully herein at Fort Zachary Taylor Historic State Park (“Park”) and to provide the services as hereinafter described;

WHEREAS, the Visitor Service Provider agrees to accept the responsibility of operating such visitor services at the Park;

WHEREAS, such visitor services will require investment by the VSP and will involve certain risk of financial loss and the VSP agrees to fully accept such risk; and

WHEREAS, the VSP agrees not to interfere with the daily operations of the Park, to coordinate all operations in the park with the Park Manager, and agrees to promote the Park by all means possible and practicable.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contained in this Visitor Services Agreement (“Agreement”), the Department and the Visitor Service Provider agree as follows:

1. The Department grants to the VSP, and the VSP accepts from the Department, an exclusive agreement to operate the following described visitor services in the Park in conformance with Chapter 258, Part I, Florida Statutes; Rule 62D-2, Florida Administrative Code, attached hereto and incorporated herein as **Exhibit A**; the Visitor Service Providers chapter of the Operations Manual of the Division, attached hereto and incorporated herein as **Exhibit B**; the Request for Plans for Visitor Services (RPVS) initiated by the Department, which is fully incorporated herein; and the VSP’s response to the RPVS, which is incorporated herein to the extent that elements of that proposal are explicitly stated as included in this Agreement, for the period stated herein, and subject to all the terms and conditions set forth in this Agreement.

2. The parties agree that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the RPVS or the VSP’s response to the RPVS, that the language of this Agreement shall prevail over the language of the RPVS, and the language of the RPVS shall prevail over the response to the RPVS, unless otherwise stated herein.

3. This Agreement shall begin upon execution by all parties and shall end on the 30th day of April, 2020.

a. The VSP acknowledges and agrees that: its operation within the state park is a privilege, not a right; the Department has high standards for all such operations in state parks; all VSPs given the privilege to operate within the state parks will be on a trial basis for a six-month period; and, if the Department, in its sole discretion, determines that the VSP operations are not suitable for the park and terminates this Agreement within the six-month period, the VSP agrees to save and hold the Department harmless from any kind of claim, administrative action, or suit whatsoever for such termination. The Department shall not terminate the Agreement without cause, which includes but is not limited to circumstances such as breach of contract, failure to provide quality services, failure to timely correct deficiencies stated in any written form by the Department, failure to cooperate with or follow directions of the Park Manager, or performing the contract in a manner that is clearly divergent from the Department's goals and mandates. The Department will not require or expect the VSP to expand services or make any capital improvements during the six-month trial period, unless such services or improvements are agreed to by both parties in writing. If the contract is terminated upon expiration of the probationary period, the improvements shall become the property of the Department. The VSP should not agree to make any such improvements unless it can amortize them, make full use of them, or otherwise benefit from them during the six-month period.

b. This Agreement may be extended, for an additional ten year period, by written amendment hereto, upon agreement by both parties, contingent upon satisfactory performance by the VSP and the needs, goals, and policies of the Department. Whether, and for how long this Agreement will be extended, if at all, will be in the sole discretion of the Department. It will depend upon such factors as the needs, goals, and policies of the State Park system; the ability and willingness of the VSP to perform; the VSP's past record of performance, including annual, quarterly, and other evaluation reports and any audits; the past revenues paid to the Department; the nature and extent of capital improvements made by the VSP; and other factors relevant to Park operations and planning or the individual Park. The Department reserves the right not to extend this Agreement beyond the initial term.

4. The Department hereby provides to the VSP exclusive use of the following facilities and space: the existing 1050 sq. foot building containing a food preparation area, deck and restrooms. The VSP will also be given the use of 1 large GE chest freezer, stand up stainless steel True freezer (DEP #100344), stand up stainless steel True refrigerator (DEP #100343), 1 Ice-O-Matic ice machine, 1 hot dog warmer, 1 Kenmore Elite microwave, 1 stainless steel 3 compartment sink, newly installed central air conditioning unit, Pepsi equipment (fountain, two coolers, ice bin, rollaround floor stand beverage holder – VSP shall change ownership through Pepsi vendor), McArthur Dairy freezer for ice cream (VSP shall change ownership through Dairy vendor), seventy two (72) beach chairs, 1 10-cup coffee machine, and 1 SOBE refrigerator (VSP shall change ownership through Pepsi vendor). The VSP shall also have the use of an area in the park with sufficient room for canoe/kayak launch facility, storage facilities, a gift shop and interpretive area, and a launch erected to lessen any chance of erosion to the natural areas, if deemed necessary by Park Management. The exact location and size of the foregoing areas shall be determined by the Park Manager. The Department provides, and the VSP accepts, the previously identified physical facilities, space and equipment "as is." If any equipment owned by the Department needs replacement, the VSP shall replace or repair such equipment at its own cost. If any of the equipment is replaced, the VSP shall contact the Park Manager as to proper disposition of said equipment, and shall dispose of such equipment as the Park Manager directs. At the end of the contract, Park retains all equipment. The VSP shall maintain the electrical and plumbing systems, the roof, the foundation of all buildings, all other exterior maintenance, visitor service sign maintenance, and all interior modifications and maintenance. All routine maintenance, including the cleaning of public restrooms located in the VSP's facility, shall be performed to standards acceptable to the Park Manager. All cleaning and maintenance supplies (chemicals and compounds) and all insecticides, rodenticides and herbicides shall be approved by the Department

prior to use by the VSP. All such chemicals must be applied by a licensed operator, in accordance with state law and park management practices. The VSP shall perform daily removal of litter within 50 feet of its Visitor Service facilities and space.

5. The VSP is hereby authorized to conduct the following business and shall provide the following services: all renovations to the existing 1050 sq. foot building; add lighting/fixtures externally around the building; build new structures as needed; construct a storage facility; provide all landscaping and yard maintenance; provide storage racks and equipment storage lockers, and all safety equipment; rent canoes and kayaks (minimum of 12/maximum of 36), bicycles (no fewer than 12 with a mix of 6 adult's and 6 children's must be available for rent), including all safety equipment; and rent other park related equipment as approved by park manager which may include Hobie Cat/Sunfish boats; assist in the recovery of canoes and kayaks including customer supervision and assistance on the water; rent beach chairs, umbrellas, and snorkel equipment; and sell snorkel equipment, snacks, food, groceries, soft drinks, picnic supplies, Florida Park Service merchandise (such as caps, shirts, cups), gifts, t-shirts, ice, ice cream, souvenirs, recreational equipment, tackle, bait, fishing equipment, sundries, cameras (disposable, underwater) and other park related items such as beach towels, sunscreens and sunglasses; provide services for weddings in the Park VSP shall also provide the following capital improvements –
a. 12-foot by 14-foot TIKI structure to be used for sunset services of refreshments and memorabilia during sunset viewing and any special events;
b. Storage structure – 8-feet x 10-feet, built in area approved by park manager;
c. Deck expansion – 20 feet x 50 feet deck to be added to existing deck (this will allow for the initial expansion of a full service restaurant);
d. Gift shop – 12-foot X 14-foot structure;
e. Pavilions (2) 20-ft. X 28-ft. to be rented for wedding ceremonies;
f. Pavilion – 20-feet X40-feet; and g. canoe and kayak launch. All additional capital improvements are listed in **Exhibit G**.

6. The VSP agrees that prices and fees charged for merchandise and services shall be consistent with those charged by similar businesses for similar merchandise and services in the general vicinity of the Park. General vicinity is defined as within 4 miles of the Park. The VSP shall not sell or rent any types of merchandise or equipment prohibited by the Department and shall sell only the types of merchandise or equipment approved by the Department. (**Exhibit B** states what types of merchandise or equipment are acceptable and prohibited.) The VSP shall maintain an adequate supply of all merchandise and equipment including Florida State Park merchandise, as the Department deems appropriate for the Park or necessary to accommodate Park visitors. The VSP shall ensure that all merchandise and equipment sold or rented is of good quality, safe, and clean. The VSP agrees to follow the merchandise guidelines contained in **Exhibit B**.

7. The Park Manager, Mark Knapke 305-292-6713 is hereby designated as the Department's Agreement Manager, who shall be responsible for insuring compliance with the terms and conditions of this Agreement, and shall conduct regularly scheduled performance inspections of the visitor service provider's operation and report all findings to the Department. The Agreement Manager for the VSP is Thomas Blount, President, 305-296-0362.

8. The Department agrees not to establish any visitor services in the Park in conflict or in direct competition with the VSP's services, unless it first gives the VSP the opportunity and a reasonable time to provide the service, unless otherwise specified herein. The following services or uses are exceptions to this section: the Department and the Park's Citizen Support Organization (CSO) sponsoring special events (excluding weddings) or selling Florida State Park promotional merchandise; and catering. The CSO has exclusive rights to rent the Fort to members of the public and to retain the proceeds from such rentals. For any special event,

excluding weddings, the CSO is also allowed to rent its lights, lanterns and/or tent. The foregoing rentals by the CSO will not be in conflict with the Visitor Service Providers business. If catering is a part of the VSP's services, the VSP agrees that this Agreement is nonexclusive as to food catering, and that other professional food catering services, based outside the park, who enter the park at the request of the Department or park visitors, are not in conflict or in direct competition with the VSP. If catering is a part of the VSP's services, the VSP will be given the first right of refusal for other professional catering services excluding food. This section is not intended to make the Department responsible to take any actions to prevent or remedy any competition that occurs or originates outside of the Park, even if such competing persons lawfully enter the Park. The VSP recognizes that members of the public have a right to boat on navigable waters of the state, and have a right to walk, swim or fish below the high water mark of a navigable water body, including within Florida state parks, so long as they do not land in or enter the Park's uplands without payment of admission fees.

9. The Department may, by formal amendment hereto, authorize the VSP to expand or change the services provided if the Department determines that such expansion or change would be beneficial to the Park, Park visitors, or the Department. The VSP may not unilaterally change or terminate visitor services provided for in this Agreement without the prior written consent of the Department and the execution of a formal amendment. This Agreement shall not be assigned in whole or part without prior written approval of the Department, and, if assigned, the VSP shall pay to the Department a processing fee of one hundred dollars (\$100.00). If the VSP submits a request to terminate this Agreement before the termination date, and the Department agrees to termination, in addition to the \$100.00 processing fee, the Department 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 as liquidated damages in lieu of seeking damages in a court action. This provision does not preclude the Department from seeking damages in court if the Department deems that would be a more appropriate remedy.

10. The VSP shall obtain the Department's written approval, in advance, for any construction of new facilities, and for all alterations or additions to existing facilities and space, and shall pay for such construction, alterations, or additions, which shall become state-owned assets upon completion. All construction and alterations of facilities, and all new equipment such as tour vehicles, buildings, tour boats, and other similar facilities or vehicles shall meet all applicable federal, state, county, and local laws. The VSP is responsible for applying for and paying all costs of any required permits. The VSP shall submit sealed architectural specifications and plans for all construction projects, which include details on plumbing, electrical, mechanical and other required utility systems, including floor plan, elevations, and material specifications for the Department's approval prior to beginning all construction or alterations. Upon Department approval, the specifications and plans shall be deemed to become a part of this Agreement. All projects that involve construction in the Park shall be required to provide all of the specifics of such construction, which shall be attached hereto and incorporated herein as **Exhibit G** to this Agreement. **Exhibit G** shall address such items as timelines, critical paths, methods of construction, approval of plans, amenities, signage, color schemes, advertising, subcontractors, amortization period for the improvements, local permits and other information deemed relevant by the Department. If **Exhibit G** is not attached to this Agreement at this time, but construction at a later date is contemplated, **Exhibit G** shall be prepared prior to commencement of any construction. **Exhibit G** shall not be effective, and no construction may begin, until it is reduced to writing, approved by the Department, and a fully executed amendment incorporating it is attached hereto.

11. The VSP shall obtain all permits and licenses necessary for the conduct of the business and agrees to comply with all laws governing the responsibility of an employer with

respect to persons it employs. All required permits and licenses shall be obtained and presented to the Department prior to commencement of visitor services by the VSP.

12. The VSP shall secure and maintain the following types of insurance covering its operations under this Agreement:

a. The VSP shall secure and maintain Commercial General Liability insurance, including bodily injury, property damage, personal and advertising injury, contents of the facility, products, and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations provided under this Agreement, whether such services and/or operations are by the VSP or anyone directly or indirectly employed by the VSP. The minimum limits of liability shall be \$500,000 each occurrence and \$1,000,000 aggregate.

b. The VSP shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the VSP or anyone directly or indirectly employed by the VSP. The minimum limits of liability shall be as follows: for Automobile Liability for company-owned vehicles and for hired and non-owned vehicles, limits of liability for bodily injury and property damage shall be \$300,000 per occurrence, combined single limit.

c. To the extent required by law, the VSP shall be self-insured against, or shall secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work to be performed under this Agreement and, in case any work is subcontracted, the VSP 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 VSP. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of the employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the VSP shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected.

d. Other insurance required under this Agreement shall be insurance for the unique or particular type of operations, recreation, or facilities provided, such as liability for the operation of vessels, horseback riding, water sports, operation of other motorized vehicles, and diving and snorkeling. The VSP may provide its own insurance for such things as boat hulls, building contents, theft, vehicle comprehensive, and any other applicable insurance. The VSP understands that the state's insurance does not cover the VSP's personal property or business losses in the Park. The VSP is advised to thoroughly research its insurance needs prior to executing this Agreement.

e. No services under this Agreement shall begin prior to compliance with this section. Compliance with the foregoing shall not relieve the VSP of its liability under this section or under any other portion of this Agreement. All insurance shall include a Hold Harmless Agreement in favor of the Department and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. All insurance policies shall name the Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as Additional Named Insured for the entire length of the Agreement. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The VSP's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Agreement Manager, except for nonpayment of insurance premium, which shall be handled in accordance with Florida law. The VSP shall provide evidence of its current insurance coverage at the time this Agreement is executed by the VSP. All required insurance policies shall remain in full force and effect

throughout the term of this Agreement. Evidence of all policy renewals shall be provided to the Department at the time of every renewal of such policy and prior to any extension to this Agreement. The Department reserves the right to request copies of insurance policies for examination and copying. Any releases required by the VSP's insurer to be signed by members of the public may be used in accordance with applicable law. To the extent releases are used, the release shall also release the Department and the Board of Trustees in addition to the VSP.

13. The VSP shall post with the Department, upon execution of this Agreement, one of the following securities in the amount of \$16,000.00 to assure compliance with **Exhibit B**: a performance bond issued by a surety company authorized to do business in Florida; a current letter of credit from an approved Florida bank; or other collateral approved by the Department in advance. Such security shall be refundable at termination of this Agreement if all terms and conditions of the Agreement have been satisfied. If the security for this Agreement has an expiration date, proof of renewal of the security shall be submitted to the Department at least thirty (30) days prior to its termination date. All changes in the security for this Agreement shall be approved by the Department, in writing, in advance.

14. Accounting requirements shall be as follows:

a. The VSP shall comply with and document compliance with the Minimum Accounting Requirements detailed in and attached hereto and incorporated herein as **Exhibit C**. The VSP shall establish and maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, and other appropriate government agencies, or their authorized representatives, as provided by law, shall have access to all such records for audit purposes during the term of this Agreement and for five years following the Agreement's termination. In the event any work is subcontracted, the VSP shall similarly require each subcontractor to adhere to the Minimum Accounting Requirements and to maintain and allow access to such records for audit purposes for the same time periods. Audits will be conducted at locations and at a frequency determined by the Department or other state agency and communicated to the VSP. The VSP shall provide materials for the audit at the designated place within fifteen (15) days after the Department's or other government agency's notice is received. In addition, the Department may require the VSP to procure an annual financial audit of the VSP's operations conducted by a Certified Public Accountant. If requested, the VSP agrees that such audit shall be conducted in accordance with generally accepted auditing and accounting principles and shall be completed within a reasonable time frame, not less than sixty (60) days, as set by the Department.

b. The VSP shall provide to the Department a monthly statement of gross sales in a format specified in **Exhibit D**, attached hereto and incorporated herein. The statement shall contain the total gross sales for the previous calendar month by point of sale and shall be delivered to, or sent so that it is received by, the Department 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, discounts, exchanges, refunds, or food consumed by employees.

c. The VSP shall provide a profit and loss statement to the Department, in a format specified in **Exhibit E**, attached hereto and incorporated herein, for the visitor services operation for each calendar year or portion thereof that this Agreement is in effect. The report shall be delivered to, or sent so that it is received by, the Department no later than June 30th of the following calendar year, or within 90 days of the termination of this Agreement, whichever is sooner.

d. Both the monthly gross sales statements and the annual profit and loss statements shall be based on source documents and books of original entry. The VSP shall retain books of original

entry and source documents for five (5) years, or 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, whichever is later. The retention period commences from the date of submission of the annual profit and loss statement required above.

e. If annual gross sales exceed \$400,000, the VSP shall prepare and submit, at its expense, a limited engagement document, containing the agreed procedures stated in **Exhibit H**, attached hereto and incorporated herein, by a Certified Public Accountant. Such limited engagement shall be conducted in accordance with generally accepted auditing and accounting principles. This document shall be submitted to the Department no later than June 30 of the following calendar year or within 90 days after termination of this Agreement, whichever is sooner.

f. Pursuant to section 119.07, Florida Statutes, all documents, papers, letters, or other printed, written, or recorded material prepared in conjunction with or as a result of this Agreement is a public record, except for such records that are exempt under section 119.07(1), Florida Statutes and Article I, section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time. Additionally, such records may be audited by the State of Florida Auditor General or other authorized government agency. This Agreement may be unilaterally canceled by the Department for refusal by the VSP to allow public access to all documents, papers, letters, or other materials made or received by the VSP in conjunction with this Agreement, unless the records are exempt under section 119.07(1), Florida Statutes, and Article I, section 24(a) of the Florida Constitution.

15. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If funds are not appropriated or available for the Department to operate the Park or maintain the facilities and space allotted for the VSP, the Department may terminate this Agreement upon giving the VSP thirty days' notice in writing. Upon termination of this Agreement for any reason, neither the Department nor any of its agents, servants or employees shall be obligated to purchase any of the VSP's equipment or facilities, unless otherwise provided herein. The VSP shall remove or dispose of all assets that are not fixtures of state property subject to paragraphs 28, 29 and 41 of this Agreement, unless otherwise provided in this Agreement.

16. The VSP assumes all risk in the operation of its business under this Agreement and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, or improper conduct of the VSP or any of its subcontractors, or its or its subcontractor's employees, representatives, or agents. The VSP shall save and hold harmless and indemnify the State of Florida, the Department, and the Board of Trustees of the Internal Improvement Trust Fund and their respective officers and employees, against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Agreement, resulting from any act, or failure to act, by the VSP or its subcontractor, or any of its or its subcontractor's employees, agents, or representatives to the extent allowed by law.

17. The VSP warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VSP to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the VSP any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

18. All notices as provided herein, including notices of termination, shall be deemed

sufficient if they are sent by mail, hand-delivery, e-mail or other professional delivery service to the following addresses:

VSP
Thomas Blount, Jr., President
6810 Front Street
Key West, Florida 33040
Phone: 305-296-0362

tblount@bellsouth.net

Department
Mark Knapke, Park Manager
Post Office Box 6560
Key West, Florida 33041
Phone: 305-292-6713
Fax: 305-292-6881
Mark.Knapke@dep.state.fl.us

Suzanne Brantley
Assistant General Counsel
3900 Commonwealth Blvd, MS 35
Tallahassee, Florida 32399-3000

The VSP shall inform the Department within thirty (30) days of any change to its name, business organization, ownership, address, or other contact information.

19. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

20. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

21. It is acknowledged that at all times the VSP is performing as an independent contractor and not as an employee, representative or agent of the State of Florida or the Department, and that neither the VSP nor its employees are entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the Florida Career Service System.

22. This Agreement is not intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

23. The VSP shall be responsible for all services provided under the terms of this Agreement. The VSP may subcontract as necessary to perform the services, provided that the subcontract has been approved in writing by the Department prior to its execution. The VSP agrees that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. It is understood by the VSP that it is solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract and for the subcontractor's performance under the subcontract. The VSP shall also be solely responsible for reporting gross sales from all operations under this Agreement, including any subcontracts, and computing and remitting the monthly visitor service fee based on total gross sales.

24. The VSP understands and agrees that no parcel, building, structure, equipment or space is leased to the VSP; that it is a contractor and not a lessee; and that the VSP's right to operate the business shall continue only so long as the business complies with the terms and conditions of this Agreement.

25. The VSP shall pay for all utilities used by the business, and for garbage disposal at rates determined as follows:

Electricity: metered and paid by contractor to utility company

Water: metered and paid by contractor to utility company

Garbage: metered and paid by contractor to utility company

Vending Machines: VSP shall pay a monthly fee to the Park of \$10.00 per machine not requiring heating element or refrigeration, and \$15.00 per machine requiring heating element or refrigeration, unless the machine is located in an area where electricity is paid for by the VSP. The VSP understands that the Florida Division of Blind Services' clients have first right of refusal to operate vending machines.

26. The VSP shall pay the Department as compensation for this Agreement, a monthly fee equal to 12% of gross sales for the first and second years of the contract (May 1, 2005 through April 30, 2007), 13% of gross sales for the third year of the contract (May 1, 2007 through April 30, 2008), 14% of gross sales for the fourth year of the contract (May 1, 2008 through April 30, 2009), 15% of gross sales for the fifth and sixth year of the contract (May 1, 2009 through April 30, 2011) and 16% of gross sales for the seventh through the fifteenth year of the contract (May 1, 2011 through April 30, 2020) for all its operations within the Park, plus the applicable state use tax, (a percentage of the amount paid to the Department, equal to the sum of the state sales tax and applicable county discretionary sales tax percentages). Gross sales, for the purpose of this Agreement, shall be defined as all sales of goods and services excluding tax collections, discounts, exchanges, refunds, or food consumed by VSP employees. Sales of goods and services and collections of sales tax shall be accounted for separately at the point of sale. If the VSP is not able to do this, it shall calculate sales tax from gross receipts by a method approved by the Florida Department of Revenue.

27. The monthly fee, plus the State Use Tax and any other fees due, shall be submitted to the Department, through the Park, along with the monthly report of gross sales, such that they will be received not later than twenty (20) days after the end of each month. Late payments shall result in liquidated damages being assessed in the amount of 1% of the visitor service fee due for each day the payment is late. If the visitor service fee and/or accumulated liquidated damages are not received within thirty (30) days after the normal monthly payment deadline, then the Department may take possession of the VSP's assets on state property, may terminate this Agreement, and may begin procedures to collect under the security required in paragraph 13, above.

28. The VSP expressly agrees that the Department shall have a continuing lien on all personal property of the VSP located in the Park, for all sums that may from time to time become due and unpaid to the Department under this Agreement. In the event of default of payment by the VSP, the Department shall have the right to take possession of and retain such property until the full amount due shall be paid, or to sell the same at public auction, and after deducting the expense of such sale, apply the balance of the proceeds to such payment and if there should be any deficiency, to resort to any other legal remedy available to it.

29. The VSP shall not remove from the Park any personal property brought thereon for the purpose of this Agreement, except such items as may be removed with the express permission of the Department. Upon expiration of the term specified in section 3, and if the VSP has made full

payment under this Agreement and fully complied with the terms of this Agreement, all personal property shall be removed from the Park. If the VSP fails to remove such property after notice and a reasonable time for such removal, the Department may remove and store such property and shall have a continuing lien thereon in the amount of the cost and expense of such removal and storage until all amounts due are paid. Further, the Department may sell or dispose of such personal property and reimburse itself for such costs and expense, plus the expenses of sale or disposal.

30. The VSP shall cooperate with the Department in conducting surveys, providing reports of visitor contacts, and responding to Department inquiries about public usage of the VSP's services. Further, the VSP shall provide the Department a nominal amount of space for Florida State Park marketing and promotional materials.

31. The VSP agrees that the visitor service facilities and premises may be inspected at any time during operating hours by authorized representatives of the Department or by any other state, county or municipal officer or agency having responsibilities for inspection of such operations. The VSP shall undertake immediately the correction of any deficiency cited by such inspectors.

32. The VSP hereby waives all claims for compensation for loss or damage sustained by reason of any force majeure event that takes place in or affects the Park. If a force majeure event occurs which causes delay or the reasonable likelihood of delay in the performance of this Agreement, the VSP shall promptly notify the Department orally, and within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the VSP's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance of the Agreement may be extended, at the discretion of the Department, for a period of time equal to the delay resulting from the force majeure. Such extension shall be the VSP's sole remedy under this Agreement for delay caused by a force majeure event. Such agreement shall be confirmed by an amendment to this Agreement. A force majeure event shall be an act of God or nature, strike, lockout or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, terrorism, threat to homeland security, tornado, hurricane or other severe storms, flood, civil commotion, criminal activity, loss or spoilage, or any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the VSP. Failure of the VSP's subcontractor to perform is not a force majeure; nor are business losses a force majeure. Any such event shall not relieve the VSP from performance of any terms of this Agreement that can be performed. No payment from the VSP shall be due for the time period during which its operations are totally suspended due to the force majeure.

33. The VSP also hereby waives all rights, claims and demands and forever releases and discharges the Department and the Board of Trustees and their respective employees, officers and agents from all demands, claims, actions and causes of action arising from a force majeure event.

34. The VSP shall provide the services authorized by this Agreement to the public throughout the daily hours the Park is open, in compliance with the Minimum Operational Requirements and Procedures attached hereto and incorporated herein as **Exhibit F**, unless otherwise approved in writing by the Agreement Manager. Business hours shall be posted near the main entrance of the business. The VSP shall submit to the Department for prior approval all proposed advertising, brochures, and signs.

35. The VSP shall provide continuing training and evaluation of all employees assigned to the visitor service operation to ensure an appropriate level of proficiency, a public service attitude, and a good understanding and use of the principles of hospitality. All visitor service provider employees shall be required to wear a visitor service uniform and name tag, approved by the Agreement Manager, at all times while on duty in the Park. The VSP shall replace any employee at the request of the Department for cause. No Department employee or close relative of an employee of the Department shall be employed by the VSP without prior written approval of the Department.

36. The VSP shall not use, nor suffer or permit any person to use, the business premises for any purpose in violation of any governmental law. Personal property of the VSP's officers, employees, agents, or acquaintances shall not be stored in the Park. This does not include vehicles or equipment used in the conduct of services under this Agreement, which may be stored in the Park at the discretion and with approval of the Park Manager.

37. The VSP shall not permit in any facilities the use or storage of materials of any kind which are prohibited in the standard policies of fire insurance companies in the State of Florida.

38. The VSP shall not alter or damage the Park's natural or cultural resources in any way through the support or operation of its business, and shall be responsible for and shall fully repair all damage to Park resources and facilities which may result from its business activities performed under this Agreement.

39. The VSP shall utilize serving supplies produced from recyclable or biodegradable materials. The VSP shall develop and implement a solid waste reduction plan, as part of the environmental protection plan required by **Exhibit F**, for solid waste generated by the visitor service operations. In areas where recycling programs exist, this plan shall include provisions for recycling of all appropriate materials, and shall be approved in writing by the Park Manager during the first 60 days of operations under this Agreement.

40. It is understood and agreed that the members constituting the Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund, and their respective employees, officers, and agents are acting in a representative capacity and not for their own benefit, and that neither the VSP nor any of its or its subcontractor's employees, officers, or agents shall have any claim against any such Department or Board employees, officers, or agents as individuals in any event whatsoever, when they are acting within the guidelines, terms and conditions set forth herein or when complying with applicable laws, rules, ordinances or Department directives and procedures.

41. This Agreement shall not vest any property right in the VSP, and shall be deemed to be only the grant of a privilege to carry out the terms of this Agreement in the Park. The Department may terminate this Agreement at any time for failure by the VSP, or any of its subcontractors or agents, to perform in accordance with the terms and conditions contained herein. In the case of parks acquired or developed with Land and Water Conservation Fund (LWCF) grants, the VSP shall comply with all terms and provisions of the LWCF Grant Agreement as regards standards of maintenance, public use, and accessibility. A copy of the Grant Agreement may be obtained through the Park Manager. If the VSP fails to comply with any of the terms and conditions of this Agreement, the Department shall provide written notice of said default and afford the VSP ten (10) days to cure said default. Upon failure of the VSP to bring the operations into compliance or to show a good faith effort to comply within the time limit specified herein, the Department may terminate this Agreement. Upon termination, the VSP shall remove itself and all other parties who may be present upon or occupy any part of the premises for its operations conducted hereunder. Continued occupancy of the premises after termination of the

privilege shall constitute trespass by the VSP and may be prosecuted as such. However the VSP shall not remove any personal property used in the performance of the terms and conditions of this Agreement until all financial obligations hereunder have been met, and such nonremoval shall not constitute a trespass until the Department notifies the VSP that its personal property can be removed and a reasonable time period for such removal is allowed.

42. The Department receives Land and Water Conservation Funds. Under Title VI of the 1964 Civil Rights Act, the U. S. Department of Interior prohibits discrimination on the basis of race, creed, color, national origin, age, sex, or disability. The VSP shall not discriminate, in the providing of services to the public or through its employment practices, on the basis of race, creed, color, national origin, age, sex, or disability. Requests for information regarding Title VI or registering of complaints under Title VI may be made to: The Office of Equal Opportunity, U. S. Department of the Interior, Office of the Secretary, Washington, DC 20240.

43. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the VSP knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement by the Department. The VSP shall be responsible for including this provision in all subcontracts with private persons or organizations issued as a result of this Agreement.

44. The VSP shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The VSP acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The VSP further agrees to include this provision in all subcontracts issued as a result of this Agreement. VSP shall also comply with the Safety Plan attached hereto and incorporated herein as **Exhibit I**.

45. The VSP agrees with and accepts the terms and conditions of this Agreement by its signature below.

46. The VSP covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

47. All rights and title to works for hire under this Agreement, whether patentable or copyrightable or not, shall belong to the Department and shall be subject to the terms and conditions of this Agreement.

48. Time is of the essence in the performance of each and every term or condition of this Agreement.

49. Either party may terminate this agreement for convenience by giving ninety (90) days' notice to the other party in writing. If the VSP has made significant capital improvements to the Park, and such improvements have not been fully amortized, the Department may terminate the Agreement for convenience either upon payment to the VSP for the remaining value of the improvements or extending the termination date to allow for full amortization. No improvement under this Agreement shall be considered to have an amortization period longer than 20 years. The amortization for capital improvements within the Park shall be stated in **Exhibit G**.


50. This Agreement shall be reviewed by the Department every five (5) years to determine whether the compensation agreed to herein is sufficient. Factors to be considered are: whether capital improvements were made by the VSP, whether such improvements have been fully amortized, significant increase in use by the public, contributions to the Park other than capital improvements, significant increase in profits without a comparable increase in value to the Park,

decrease in overhead costs, competitive rates in the marketplace, and other relevant factors. If the Department determines that the compensation agreed to is insufficient, the parties shall negotiate until agreement is reached and amendment hereto is made. If the parties cannot agree upon the amount to be paid the Department, the Department shall terminate the contract after ninety (90) days' written notice to the VSP.

51. This Agreement represents the entire agreement of the parties and supersedes all previous agreements. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last written below.

CAYO HUESO DEVELOPMENT, INC.
dba Fort Zachary Taylor Visitor Services

By: 

President's signature or designee

Printed Name: Thomas Blount
Title: President

Date: 4-29-05

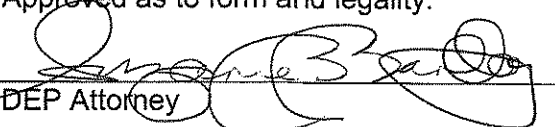
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 

Secretary's signature or designee

Printed Name: Larry Perry
Title: Asst. Director

Date: May 02, 2005

Approved as to form and legality:


DEP Attorney

- List of Exhibits included as part of this Agreement:
- Exhibit A Chapter 62D-2, Florida Administrative Code (effective 10-29-03)
 - Exhibit B Chapter 7 of FPS Operations Manual entitled Visitor Service Providers
 - Exhibit C Minimum Accounting Requirements
 - Exhibit D Monthly Report of Visitor Service Provider Gross Sales
 - Exhibit E Profit and Loss Statement
 - Exhibit F Minimum Operational Requirements and Procedures
 - Exhibit G Schedule and Scope of Capital Improvements
 - Exhibit H Agreed-Upon Procedures (for CPA Document)
 - Exhibit I Safety Plan

EXHIBIT A

CHAPTER 62D-2 OPERATION OF DIVISION RECREATION AREAS AND FACILITIES

62D-2.001	Definitions. (Repealed)
62D-2.002	Vehicles and Traffic. (Repealed)
62D-2.003	Park Property. (Repealed)
62D-2.004	Recreation Activities. (Repealed)
62D-2.005	Camping and Cabins. (Repealed)
62D-2.006	Nuisances. (Repealed)
62D-2.007	Behavior. (Repealed)
62D-2.008	Merchandising, Advertising, and Signs. (Repealed)
62D-2.009	Sanitation. (Repealed)
62D-2.010	Miscellaneous. (Repealed)
62D-2.011	John Pennekamp Coral Reef State Park. (Repealed)
62D-2.012	Citizen Support Organizations. (Repealed)
62D-2.013	Park Property and Resources.
62D-2.014	Activities and Recreation.

62D-2.013 Park Property and Resources.

(1) Objective. All state parks have been established for the protection and preservation of their natural features or historic significance and for public use and enjoyment of the areas and facilities. The objective of these rules is to provide maximum public use consistent with the preservation of the natural features and historic value. State parks include all real property in the State of Florida under the jurisdiction of the Florida Department of Environmental Protection, Division of Recreation and Parks, or which may come under its jurisdiction regardless of the property's designation. Among the designations included in the state park system are state park, state recreation area, state archaeological site, state historic site, state geological site, state botanical site, state preserve, state garden, state museum, state reserve, state cultural site, state wildlife park, state folk culture center, and state trail. For purposes of this chapter, Department shall mean the Department of Environmental Protection, and Division shall mean the Division of Recreation and Parks of the Department.

(2) Removal or Destruction of Park Property and Resources. No person shall destroy, injure, deface, mar, move, dig, harmfully disturb or remove from any park area, or the waters thereof, any buildings, structures, facilities, historic ruins, equipment, park property, soil, sand, gravel, rocks, stones, minerals, marine plants or animals, artifacts, or other materials. No person shall cut, carve, injure, mutilate, move, displace, or break off any water bottom formation or growth. Nor shall any person possess, break off, or in any way damage any stalactites, stalagmites or other cave formations. No rope, wire, or other contrivance whether permanent or temporary, shall be attached to any natural feature or property within a park.

(3) Fires. No person shall ignite or attempt to ignite any fire against or on any vegetation or park structures, except in designated fireplaces or grills. No person shall dispose of burning matches, smoking materials or other inflammable items within any park except in designated receptacles. Prescription burning shall be conducted by the Division where appropriate for the restoration, maintenance and preservation of certain plant communities.

(4) Plant Life.

(a) All plant life, terrestrial, aquatic, and aerial, is the property of the State of Florida. No person shall cut, carve, or damage the bark, or break off limbs or branches or mutilate in any way, or pick the flowers or seeds of any plant or tree. Nor shall any person dig in or otherwise disturb grass areas or in any other way impair the natural condition of any area; nor shall any person place debris or materials of any kind on or about any tree or plant.

(b) No person shall transplant or remove any plant life from any park, except as provided herein. The Division shall control invasive exotic plants where appropriate for the restoration, maintenance, and preservation of native plant communities.

(5) Animal Life.

(a) No person shall possess, molest, harm, frighten, kill, trap, hunt, chase, capture, shoot or throw any object at any mammal, bird, reptile, amphibian, or any other animal except as provided for in paragraph (d) below; nor shall any person remove the eggs, nest or young of any such animal; nor shall any person collect, remove, possess, give away, sell or offer to sell, or buy or offer to buy, or accept as gift, any specimen, alive or dead, of the groups of tree snails. The public is prohibited from killing, capturing, or molesting poisonous snakes. Park personnel are authorized to remove poisonous snakes from public areas of parks.

(b) No person shall feed or attempt to pet any wild animal.

(c) No person shall capture, collect, or in any way harm any animal life, except fish commonly referred to as edible or game species or as otherwise provided herein.

(d) Hunting and fishing in reserves may be allowed where substantial fish and wildlife habitat and resources exist. Management activities which maintain a natural diversity of plant and animal species will be encouraged. All fishing and hunting will be in accordance with subsections 62D-2.014(9) and (10), F.A.C. Hunting is prohibited in all state parks, state recreation areas, state archaeological sites, state historic sites, state geological sites, state botanical sites, state preserves, state museums, state cultural sites, state wildlife parks, state folk culture centers, state trails and state gardens.

(6) Introduction of Species. No person shall introduce into any park any plant or animal species by willful abandonment, negligence or for any other reason without authorization of the Division. Authorization shall be granted when the Division determines that the activity is consistent with park management practices as stated in Sections 258.004, 258.007, 258.017 and 258.037, Florida Statutes, and in keeping with protection, restoration, and maintenance of natural resources. Authorization may be obtained only by submitting a written request to the Division of Recreation and Parks, MS 500, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

(7) Collection of Specimens. A permit must be obtained for the collection of natural objects, including plant and animal life and minerals. A permit shall be issued if such collection is for scientific or educational purposes; and the Division determines that it provides some benefit to the Division for management purposes (such as provision of a copy of the scientific report generated to the Division); is not harmful to park resources; and is consistent with park management practices as stated in Sections 258.004, 258.007, 258.017 and 258.037, Florida Statutes. Collection shall be conducted in compliance with the terms of the written permit. Permits shall be applied for by submitting a written request to the Division of Recreation and Parks, MS 500, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

(8) Construction Activity. No person shall commence or conduct any construction activities upon any land or water areas under the jurisdiction of the Division, without first obtaining authorization from the Division. Authorization shall be granted only in cases where the construction activity is consistent with park management practices as stated in Sections 258.004, 258.007, 258.017 and 258.037, Florida Statutes, and in keeping with protection, restoration, and maintenance of natural resources. Authorization may be obtained only by submitting a written request to the Division of Recreation and Parks, MS 500, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

(9) Public Utilities. Public utilities serving park property or traversing park property shall be designed, constructed and maintained as follows:

(a) Rights-of-way shall be as narrow as utility regulations permit, and kept free of invasive non-native plant species,

(b) Maintenance (trimming or removal) of vegetation shall occur no more often than minimally required for safe utilities transmission,

(c) Small trees, shrubs and other vegetation shall be left undisturbed except that a fifteen foot wide service road may be mowed, within the right-of-way,

(d) Trees that will interfere with power lines shall be cut or trimmed only as authorized by the park manager,

(e) Large volunteer trees that are threatening buried gas lines shall be cut only as authorized by the park manager,

(f) Easements crossing fire adapted plant communities shall be burned the same as the adjacent community,

(g) The utility company maintenance foreman shall consult with the park manager prior to undertaking routine maintenance to insure that only minimum trimming is accomplished, and

(h) Only herbicides approved by the park manager shall be used. The application of herbicides shall be confined to the utility easement and not adversely affect adjacent park resources.

Specific Authority 258.007(2) FS. Law Implemented 258.004, 258.007(2),(3),(4), 258.017, 258.037, 258.083 FS. History—New 4-16-96, Amended 4-14-98, 12-19-99.

62D-2.014 Activities and Recreation.

(1) Regulation of Recreation Activities. The Division, in furtherance of the policy and intent of Chapter 258, Florida Statutes, may prohibit or regulate any activity that lessens the safety or recreational experience of the visiting public or lessens the natural or cultural value of the park. Except as provided herein, all recreational activities will occur at such locations as designated for specific uses by the Division.

(2) Park Entrance Rules and User Fees.

(a) Entering State Park Property. Entering or leaving any state park property except through the designated entrance points (except in emergency cases) is prohibited. No person may enter a state park property for the purpose of using the resources or facilities therein without paying the appropriate fee, if any, in effect at the time for that park property. A full stop shall be made at the Ranger Station when entering a state park.

(b) Fees. Admission fees shall be waived by authorized Division personnel for representatives of any government agency and for salesmen, tradesmen or other individuals who will benefit the park or state park system and who present proper identification. Admission fees shall also be waived for:

1. Children under six years of age;

2. Patients of Florida State Mental Institutions and clients of the Department of Juvenile Justice and the Department of Children and Family Services, and other similar institutions which are fully funded by federal, state, or local government, when such patients and/or clients are part of an organized group or program under the sponsorship and supervision of their respective institutions or parent agencies;

3. Florida school groups, including vocational schools, colleges and universities, accompanied by one or more teachers, and bearing a letter from the school principal, professor or other appropriate official, certifying that the park visit is related to a specific school curriculum and is for educational purposes rather than a purely recreational outing;

4. Division employees and their families;

5. The Division also offers a fifty percent discount on base camping fees to Florida citizens who are at least 65 years of age or Florida citizens possessing a current Social Security disability award certificate or proof of a 100% disability award from the Federal government or other acceptable proof of 100% disability.

(c) The Division Director shall recommend standard admission and other park fees, taking into consideration the following factors:

1. User demand;
2. Location of the park, including distance from major metropolitan areas;
3. Cost of managing and operating the park;
4. Type of facilities available;
5. Season; and
6. Natural and historic resource values of the park.

(d) User fees shall become effective after they are advertised in a general statewide news release, and, if requested, reviewed at a public hearing, and approved in writing by the Secretary of the Department. Copies of the current fee schedule may be obtained from State Park offices or by writing to the Division at MS 500, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

(3) Traffic Control. Authorized law enforcement officers and park personnel shall direct traffic in parks and on roads adjacent thereto as conditions warrant. All persons shall comply with lawful orders, signals, and direction of such officers and personnel. All persons shall observe and comply with posted traffic control devices and signs.

(4) Speed of Vehicles in Parks. No person shall drive a vehicle at a speed greater than is reasonable or prudent, having due regard for the surface, width and condition of paving and the traffic thereon, particularly when near children or bicyclists. Speed shall not exceed 25 miles per hour, and at the more congested centers and near park buildings, beaches, campgrounds, and picnic and play areas, it shall not exceed 15 miles per hour or as otherwise posted.

(5) Restriction to Roads. No person shall drive any vehicle on any area except designated roads, parking areas, or other such designated areas.

(6) Parking. All vehicles shall be parked only in established parking areas or in such other areas and at such times as the Division may designate.

(7) Bathing and Swimming.

(a) No individual shall swim, bathe, or wade in any waters at such places designated as prohibited for such activity by the Division. All such activities shall be in compliance with this chapter.

(b) In every area of a park including bathing areas no individual shall expose the human, male or female genitals, pubic area, the entire buttocks or female breast below the top of the nipple, with less than a fully opaque covering.

(8) Boating.

(a) No person shall operate watercraft regardless of means of propulsion upon any park watercourse, bay, lagoon, lake, canal, pond, slough, or those sovereign submerged lands lying within 400 feet of the Mean High Water or Ordinary High Water Line within the riparian lines of any state park unit in places designated by the Division as closed for such purposes.

(b) No watercraft shall be launched into or removed from any park waters, except at places designated for such purpose by the Division.

(c) No person shall moor, anchor or tie up to any buoy, marker, bank or any wharf, dock, tree, building or other object or structure on the bank, any watercraft of any kind in waters within or contiguous to park areas within one hundred feet of the shoreline, in areas designated by the Division as closed for such purposes. This restriction does not apply to vessels of a law enforcement agency of a local, state, or federal government.

(d) No person other than a Division employee or a concessionaire of the Division shall rent or hire, for profit or charge, any kind of watercraft in any park waters. Nor shall any watercraft operating for hire or carrying passengers for a fee, or contemplating such, land or receive such passengers at any dock, wharf or anchorage within jurisdiction of the Division except by permit. Permits shall be issued only when no concession agreement exists or when the concessionaire does not wish to provide the services requested. Permits shall be issued when it is determined by the Division that the request to provide this service would not adversely affect park resources, would be consistent with park management practices as stated in Sections 258.004, 258.007, 258.017 and 258.037, Florida Statutes, and would provide a needed visitor service. Permits shall be applied for in the same manner as in subsection 62D-2.013(7), F.A.C., herein.

(e) No person operating passenger launches or excursion boats from outside the parks that are for rent or hire or carrying passengers for money shall land or anchor or tie up in any park without first having applied for and received a permit from the Division. Permits shall be issued when it is determined by the Division that the request to provide this service would not adversely affect park resources, would be consistent with park management practices as stated in Sections 258.004, 258.007, 258.017 and 258.037, Florida Statutes, and would provide a needed visitor service. Permits shall be applied for in the same manner as in subsection 62D-2.013(7), F.A.C., herein. All persons operating such watercraft shall be subject to all Division boating rules.

(9) Fishing.

(a) Fishing is allowed in park waters, by any legal method, except where prohibited by the Division and under the provisions of this chapter. Any device which is employed to remove, capture, or attempt to capture fish in any waters closed to fishing or any device otherwise used in violation of this chapter shall be seized and confiscated by law enforcement officers.

(b) Under the provisions of this chapter commercial fishing for food and bait fish is allowed in the John Pennekamp Coral Reef State Park, St. Lucie Inlet State Park and those sovereign submerged lands lying within 400 feet of the Mean High Water or Ordinary High Water Line within the riparian lines of any state park unit under Division jurisdiction, except as prohibited in subsection 62D-2.014(1), F.A.C.

(c) All fishing in John Pennekamp Coral Reef State Park is subject to Florida Fish and Wildlife Conservation Commission Rule 68B-5.002, F.A.C., and provisions of Rule 62D-2, F.A.C.

(d) Spearfishing is prohibited in all state parks.

(10) Hunting and Firearms. Hunting, trapping or the pursuit of wildlife is prohibited on all park property, except in Reserves, as authorized by the Florida Fish and Wildlife Conservation Commission. No person shall use, carry, or possess in any park weapons such as firearms of any type, air rifles, spring guns, bows and arrows, gigs (except in areas where gigs may be legally used for saltwater fishing), sling shots, or any other forms of weapons or trapping devices potentially dangerous to wildlife or human safety except when such weapons or traps are used for resource management purposes as authorized in this subsection. Shooting into park areas from beyond park boundaries is prohibited. Any device which is employed to kill, immobilize, or capture any wildlife or any device otherwise used in violation of this chapter shall be seized and confiscated by law enforcement officers. The Division may authorize the control of nuisance animals and may remove all exotic animals from parks by trapping and other necessary means for park resource management purposes. Such authorization shall be in the form of a license, permit, or contract negotiated by the parties or made pursuant to an advertised bid by the Division. Authorization may be obtained in the same manner as stated in subsection 62D-2.013(7), F.A.C., herein.

(11) Subleases of Certain Properties. The Division may sublease certain properties, or portions thereof, to other state, county or local governmental agencies for management purposes subject to approval by the Board of Trustees of the Internal Improvement Trust Fund in accordance with Section 253.034(4), Florida Statutes. The terms and conditions of the sublease shall control the use and management of the property.

(12) Alcoholic Beverages. Consumption of alcoholic beverages is prohibited except in restaurants and lodges that provide sales of such alcohol, and during park-sanctioned events such as special events, within designated areas only.

(13) Domestic Animals.

(a) Domestic animals shall be regulated in parks at any time when appropriate to enhance the recreational experience of other visitors or to protect the parks' resources.

(b) Domestic breeds of dogs, cats and other fur-bearing pets, except dog guides, service dogs and nonhuman primates of the genus *Cebus*, which are trained and registered for assisting the physically impaired, shall be excluded from the following places in a park: food-service areas, designated camping areas, cabins, bathing and swimming areas including land and water portions, park buildings, playgrounds, and other designated areas. Pets are permitted in all other areas subject to the following restrictions:

1. All pets must be confined, leashed, or otherwise under the physical control of a person at all times. Leashes may not exceed six feet in length. This rule does not apply to horses and pack animals brought in for equestrian trail use.

2. Pets must be well behaved at all times. Pets must be confined in the owner's camping unit during designated quiet hours. Unconfined pets may not be left unattended for more than 30 minutes and must be leashed.

3. Pet owners shall pick up after their pets and properly dispose of all pet droppings in trash receptacles.

4. Pets which are noisy, vicious, dangerous, disturbing or intimidating to other persons, and pets which damage park resources are considered to be nuisances and will not be permitted to remain in the park.

(c) Camping areas and other park areas will be evaluated, as to the suitability of pets, on a periodic basis. Areas of the park designated as prohibited for pets shall be determined based on park natural and cultural resources, primary recreational activities, camper and pet health and safety, geographical location and layout of camping areas, and the ability to provide a quality recreational experience for all visitors.

(14) Merchandising. No person shall offer for sale any article or material, nor place any stand, cart, or vehicle for the transportation, sale or display of any article or material for sale within any state park unless authorized by the Division. Authorization shall be issued when park resources are not adversely affected, existing contractual relationships are not impaired, a needed visitor service is provided, and the activity would be consistent with park management practices as stated in Sections 258.004, 258.007, 258.017 and 258.037, Florida Statutes. Authorizations may be obtained in the same manner as stated in subsection 62D-2.013(7), F.A.C., herein.

(15) Aircraft. No person operating or responsible for any aircraft, glider, balloon, parachute, or other aerial apparatus shall cause any such apparatus to take off from or land in any park except in an emergency when human life is endangered or where a designated landing facility may exist on park property.

(16) Hours.

(a) The opening and closing hours for each park shall be posted. No person shall remain in any park after closing unless properly registered as an overnight visitor or in possession of a valid after hours permit from the Division or park manager. Said permits may be obtained from the park office where such after hours use is offered.

(b) The Division, in furtherance of the park management practices as stated in Sections 258.004, 258.007, 258.017 and 258.037, Florida Statutes, may close any park or section thereof to the public at any time and for any interval of time, either temporarily or at regular stated intervals and either entirely or only for certain uses. Park closures will be used to provide visitor and employee safety, resource protection, operational efficiency, and facility maintenance. No person shall remain in any closed park or

section thereof, unless authorized by the Division or park manager, or their delegee. Verbal authorization shall be granted by the Division, the park manager, or their delegee, when it is in the best interest of the park, or of the person remaining in the closed area, for safety, protection, construction, or restoration purposes.

(17) Photography. Private and commercial photography are allowed in state parks, except that commercial photography, such as motion picture productions, shall require a contract with the Division if they will disrupt normal park operations, adversely impact the park's resources, or disrupt the public's normal enjoyment of the park. Such activities shall be designed to avoid alteration of an irreplaceable natural resource, take of a threatened or endangered species, or disruption of wildlife habitat, foraging, nesting or resting areas. The terms of the contract shall be negotiated with the Division and must result in a net positive benefit to the park, including reasonable compensation for use of public lands. This subsection is not intended to, and shall not, impair any constitutional right of free speech.

(18) Free Speech Activities. Free speech activities include, but are not limited to, public speaking, performances, distribution of printed material, displays, and signs. Free speech activities do not include activities for commercial purposes. Any persons engaging in such activities can determine what restrictions as to time, place, and manner may apply, in any particular situation, by contacting the park manager. Free speech activities shall not create a safety hazard or interfere with any other park visitor's enjoyment of the park's natural or cultural experience. The park manager will determine the suitability of place and manner based on park visitor use patterns and other visitor activities occurring at the time of the free speech activity.

Specific Authority 258.007(2) FS. Law Implemented 258.004, 258.007(1), (2), (3) 258.014, 258.016, 258.017, 258.037 FS. History—New 4-16-96, Amended 4-14-98, 12-19-99, 10-29-03.

EXHIBIT B

CHAPTER 7

VISITOR SERVICES PROVIDERS (VSP)

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1. PURPOSE

The purpose of this chapter is to allow for consistent application of procedures for administering Visitor Services Agreements, Special Use Permits (Exclusive and Non-Exclusive) and Short Term Vendor Permits for the Division of Recreation and Parks.

2. AUTHORITY

All actions taken under Chapter 7 shall conform with state and federal laws and rules, as well as Department and Division Directives and procedures.

General Authority: Directive DEP 150 <http://www.dep.state.fl.us/admin/depdirs/pdf/150.pdf>;
Administrative Directive DEP 100 <http://www.dep.state.fl.us/admin/depdirs/pdf/100.pdf>; Chapter 258, Florida Statutes
http://www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0258/titl0258.htm&StatuteYear=2003&Title=%2D%3E2003%2D%3EChapter%20258; Chapter 62D2, Florida Administrative Code <http://election.dos.state.fl.us/fac/index.shtml>

3. OBJECTIVES

The Division of Recreation and Parks (DRP) is responsible for the administration, management, and operation of those properties assigned to the state park system. The Division's management of these properties is directed toward conserving their natural and cultural values while providing for compatible public use. The dual goals of resource preservation and public recreation are attained by providing carefully regulated facilities and services for park visitors. The Division may provide the services and facilities determined appropriate either with its own funds and staff or through an outsourcing contract.

4. CRITERIA

The Division will apply the following criteria in determining activities and functions which may be provided by a Visitor Services Provider (VSP). The Division will manage the natural resources and will provide the traditional park recreation and interpretive services for the public with its own funds and staff. A (VSP) will normally provide other compatible and needed services which park visitors may desire in enhancing their recreational experience. Typically, a (VSP) may be authorized to sell merchandise and food and to rent recreational equipment for use in the park. (VSP) may also be authorized to provide specialized services, such as interpretive tours, when the capital investment exceeds that which the Division can or elects to incur. The decision of whether to establish a park VSP is made by completing the VSP Planning Process as outlined in the FPS VSP Manual. This process includes a Needs Assessment, Economic Feasibility Evaluation and Operational Impact Assessment.

5. PROGRAM MANAGEMENT RESPONSIBILITY

It is the responsibility of the Bureau of Operational Services (BOS) to manage and coordinate all activities related to the Florida Park Service's VSP management program. The BOS will rely on the District Bureau Chief and Park Manager for the day to day on-site management of all self-operated and contract VSP facilities and services.

6. VISITOR SERVICE PROVIDER AGREEMENTS

The Division grants the authority to operate a VSP through an agreement prepared by its staff. The agreement defines responsibilities of both the Division and the VSP. In the VSP relationship, the Division retains all powers not expressly granted to the VSP in order to effectively regulate the total park operation. The agreement also identifies the controls the Division will exercise over the conduct of VSP operations. The Division acknowledges the VSP's capital investment and assumption of financial risk. Thus, the Division agrees to adopt and pursue procedures which will, to an appropriate degree, induce capital investment, enhance the security of the investment and provide a reasonable

opportunity for profit on the VSP operation as a whole. This Chapter will be an exhibit to all VSP agreements and its contents are therefore legally binding.

7. SPECIAL USE PERMITS

Special Use Permits typically have initial terms of one year or less with various renewal options, and are used primarily in three situations: 1) where more than one VSP provides the same service for the park, such as boat transportation from different origination points; 2) to serve as a market test for new operations on which to base future decisions, and 3) where gross sales are too low to support full VSP operations and associated overhead expenses.

8. GUIDELINES AND PROCEDURES FOR ESTABLISHING PARK VSP AGREEMENTS AND SPECIAL USE PERMITS

A. Request for Plans

After a decision is reached to establish a VSP contract, the following steps are taken:

1. BOS prepares RFP and draft VSP agreements in consultation with the Park Manager and district and submits to DEP Procurement Section for advertising.
2. Procurement sends RFP Notices to all interested organizations appearing on the statewide VSP list maintained by the DRP. Interested parties may obtain the solicitation from the DRP website: http://www.floridastateparks.org/Visitor_ServiceOperations/
3. Procurement Section conducts solicitation response opening and furnishes BOS with tabulation of results.
4. An Evaluation Committee, appointed by the Chief, BOS, evaluates the plans and awards points for categories as outlined in the "Evaluation Criteria" section of the RFP.
5. Committee submits recommendation of awardee or shortlisted respondents through the Chief, BOS for consideration and approval by the DRP Director. If oral presentations/discussions recommended for shortlisted respondents, the selection committee submits the recommendation of final awardee through the Chief, BOS for consideration and approval by the DRP Director upon completion of the oral presentation/discussion process.
6. Two original agreements with exhibits are prepared and forwarded to DEP Legal for review.
7. Upon approval by Legal as to form and legality, agreements are sent to VSP or park manager, for execution by VSP, with letter requesting that proof of liability insurance and required security be returned with executed agreements.
8. Agreements are sent to Division Director for final approval and execution.
9. VSP agreements will normally be issued for an initial term of five years, with options for renewal to be exercised at the Division's discretion. In cases where the VSP will have to make a substantial capital investment, which would require more than a five year amortization term, the Division may set longer initial and renewal terms. These terms will be set on an individual case basis.
10. With written concurrence of the Division, the VSP may assign a portion or all of its operations under an existing agreement. Execution of an Assignment of VSP Agreement form will be required for all approved assignments.

11. Distribution of Executed Agreements/Amendments and Assignments:

Agreements/Amendments
Original – BOS
Original – VSP
Copy - Bureau of Finance and Accounting
Copy – Procurement Section
Copy - District Bureau Chief
Copy - Park Manager

Assignments
Original - BOS
Original - Assignee
Original - Assignor
Copy – Bureau of Finance & Accounting
Copy - Procurement
Copy – District Bureau Chief
Copy – Park Manager

B. Special Use Permit:

After a decision is reached to advertise for bids, the following steps are taken:

1. BOS provides Park Managers with sample forms and guidelines to be used in establishing a Special Use Permit.
2. District prepares bid specifications and draft permit.
3. Park Manager prepares list of interested bidders from inquiries, Procurement Section, etc. and solicits bids from known interested bidders.
4. Park Manager places ad in local newspaper.
5. Informal written bids are received at the park office.
6. Park Manager appoints evaluation committee to review and evaluate all bids following guidelines provided by BOS. Evaluation Committee recommends one bidder based on points awarded for required responses to specifications and level of monthly payment bid.
7. Two original permits are prepared by District, which includes one copy of the corporate paperwork and sent to BOS to be placed in contract review.
8. Permits are sent to Park Manager for execution by permittee, with memorandum requesting that proof of liability insurance be returned with executed permits. Security is not required when monthly payments are paid in advance. Security is required if payment is based on percentage of gross sales for previous month.
9. Permits are sent to the District Bureau Chief for approval and final execution.
10. These permits are normally written for one-year terms, with additional one-year renewal options to be exercised at the Division's discretion.
11. Distribution:

Original - Park Manager
Original - Permittee
Copy - Bureau of Operational Services
Copy - District Bureau Chief
Copy - Bureau of Finance & Accounting, Receipts Section

9. SHORT TERM VENDOR PERMIT

The Short Term Vendor Permit was designed for use by the Park Manager to solicit and contract with food vendors, craftsmen, sutlers, and other appropriate vendors to support special events. These permits shall not be used to establish any ongoing VSP operation.

A. Permit Duration

Short Term Vendor Permits should only be issued to cover the duration of the special event (usually 1-3 days).

B. Fee Determination

All vendors who sell or take orders for a product at a special event will be charged an appropriate fee to insure the State is properly compensated for allowing a commercial operation on public property. Considerations for setting the per day fee are: expected daily attendance; projected gross sales; number of vendors participating; and event duration. Fees can range from \$5 to \$500 per day. Vendors who do not offer items for sale and do not take orders during the event will not be charged a fee. The park manager can waive the fee for local charities when they are raising funds for charitable purposes and when the park will be recognized as a partner in community service. Revenue from these Permits will be reported as Miscellaneous Receipts on the Weekly Report of Receipts.

C. Reporting To Department Of Revenue

A copy of the completed permit form can be used for reporting vendor activity to the local tax office of the Department of Revenue (see form at end of chapter).

10. DIVISION AND VSP RESPONSIBILITIES

A. The specific agreement for each VSP operation will list all responsibilities for both the Division and the VSP. It will be the responsibility of the park manager (agreement manager) and the VSP to insure that all terms and conditions of the agreement are met. The VSP will always consult first with the Park Manager on all agreement related issues.

B. The VSP agrees to provide continuing training and evaluation of all employees assigned to the VSP operation to ensure an appropriate level of proficiency and public service. VSP workers must be made aware of the fact that park visitors consider them to be state employees; thus, the Division expects the same degree of public service and courteous behavior as required of park personnel. All VSP employees will be required to wear some type of identifying garment (uniform) or name badge at all times while on duty. Identifying garments will be selected by the VSP subject to approval by the Park Manager. The VSP agrees to replace any employee at the request of the Division for cause.

C. The VSP agrees to obtain the Division's written approval prior to placing passenger or tour vehicles and rental equipment in use. The Division's approval of equipment will be based on resource protection, public safety, design and capacity of the vehicle or equipment, compatibility with other activities, compliance with the American With Disabilities Act, and aesthetic factors such as compatible colors. Canoes, boats and paddleboats will be in colors which are aesthetically pleasing and do not unnecessarily disrupt an otherwise natural setting (black, browns, greens, grays, camouflage and earth tone colors are preferred). Natural aluminum and white are permitted. Bright colors such as reds, yellows, oranges and blues are discouraged.

D. For any VSP which include interpretive tour presentations, the Division will specify tour objectives. The VSP agrees to use a text either provided by the Division or edited to the Division's specifications. Throughout the term of the agreement, the Division may monitor the tour presentations and may require modifications as appropriate.

E. VSP Operating Hours

1. Request and Approvals

Park VSP will operate during the hours the park is open. All schedules which are not the same as the park's open hours must be requested and approved in writing. Requests shall include daily variations as well as seasonal changes, including scheduled seasonal closings.

Any non-scheduled short term closing must be requested and approved in writing.

In the event of emergency closings of the park, the VSP will make every attempt to reopen at the same time as the park.

2. Approval Authority

The park manager has approval authority for all requests for variations in hours or closings. A copy of the written approval will be provided to the District Bureau Chief.

F. The Division may, by amendment to the agreement, authorize a VSP to expand the services provided.

11. SECURITY (PERFORMANCE BOND OR LETTER OF CREDIT)

All VSP agreements, where payment is on a percentage of gross sales, require that one of the following securities be provided throughout the term of the agreement: performance bond, letter of credit or other approved collateral. This security is required to insure compliance with the terms and conditions of the VSP agreement. Proof of annual renewals must be provided to the Division, prior to expiration date, through the Park Manager. Dollar amounts for securities will be set according to the following criteria:

A. Security should be sufficient for the Division to recover any reasonably conceivable loss due to non-compliance with the terms and conditions of the agreement.

B. The amount of the security should be based on historical gross sales data or in the case of new VSP the amount will be based on estimated annual gross sales and sufficient to cover at least one-sixth of the annual commission paid to the Division.

C. Security amounts will be as follows:

<u>Annual Gross Sales</u>	<u>Security Amount</u>
\$0.00 – \$100,000.00	\$4,000.00
\$100,000.01 - \$200,000.00	\$8,000.00
\$200,000.01 - \$300,000.00	\$12,000.00
\$300,000.01 - \$400,000.00	\$16,000.00
\$400,000.01 - \$500,000.00	\$20,000.00
Above \$500,000.00	Determined on individual basis

12. STATE SALES TAX("USE TAX")

The "Use Tax" is a sales tax charged on the monthly fee paid to the state. This tax does not apply to VSP operations which include food and beverage sales of any kind including vending machines. All other VSP's are subject to this use tax.

13. MONITORING THE VSP OPERATION

A. Contract VSP

The Park Manager, who is designated as the Division's VSP agreement manager, is responsible for daily monitoring of the VSP's performance under the agreement. The Park Manager or his designee receives, for the Division, all required payments and reports from the VSP and forwards these through proper channels. The Park Manager is the Division representative from whom the VSP will first seek information and Division policy. The Park Manager is responsible for conducting a "Park VSP Quarterly Evaluation" (see form at end of chapter) to insure minimum standards of operation are being met. This report is due by the last working day of the month following the end of each quarter. The District Bureau Chiefs, with concurrence from the appropriate Division and Department staff, will make decisions in areas where the Division retains discretion and prior approval rights under VSP agreements. The BOS staff will conduct an operational inspection of each VSP at least annually (see Annual Evaluation form at the end of this chapter). If corrective action of a serious nature is required,

this inspection will result in a report which will be furnished to the Chief of Bureau of Operational Services, District Bureau Chief, the Park Manager and the VSP. The District Bureau Chief formally inspects each VSP at least annually as part of the park's evaluation and a copy of that evaluation will be submitted to the Bureau of Operational Services. The Division of Administration, Bureau of Finance and Accounting, is responsible for monitoring all insurance, security, and accounting requirements of the VSP agreements.

B. Self-Operated VSP

The park manager is responsible for all phases of the daily operations and should monitor the level of service and accounting controls on a daily basis or as needed. See the Internal Controls section of the VSP Management Plan for inventory controls, accounting standards and estimating cost of goods sold. All Division standards for contract VSP performance also applies to self-operated VSP (uniforms, employee appearance, etc.).

14. AUDITS

The following criteria will be applied when establishing audit requirements for park VSPs.

A. The Division will not require annual audits at the VSP's expense for VSPs with annual gross sales below \$100,000. If a need to audit is indicated, the Department's Office of the Inspector General will be relied upon to perform the audit.

B. For VSPs with anticipated annual gross sales between \$100,000 and \$400,000, the VSP agreement will state that the Division may require an annual audit performed by a certified public accountant at the VSP's expense. This option will be exercised only when the need for an audit is indicated.

C. For VSPs with anticipated annual gross sales over \$400,000, the VSP agreement will state that the Division shall require an annual audit performed by a certified public accountant at the VSP's expense. When existing agreements do not contain provisions for requiring annual audits as outlined in this section, the Division will request the Inspector General's Office to conduct such an audit on all VSPs with gross sales over \$400,000.

D. The Division retains the right to audit all VSPs, at any time, regardless of size. Notification requirements for intent to audit are specified in the VSP agreement.

E. Any VSP which increases to a higher category of annual gross sales during the term of the agreement becomes subject to the appropriate audit requirements for the higher level of gross sales.

15. VSP MERCHANDISE AND SERVICES

A. The Division will evaluate the appropriateness of prices and fees charged for VSP merchandise and services based on comparisons with local prices for comparable merchandise and services. Overhead expenses will also be considered when they are directly related to providing a product or service.

B. GUIDELINES FOR ORDERING VSP MERCHANDISE

1. All retail and rental items should be environmentally sensitive and safe and send the correct message.

2. Pricing shall be based on comparison prices for similar items in the general vicinity of the park, if applicable. General vicinity is defined as within 5 miles of the park.

3. Evaluate every item before ordering to determine its appropriateness, based on VSP contract requirements. All items shall relate in some way to: 1) Florida Park Service mission and philosophy; 2) The Park or the Region (natural or cultural resources, history, culture, etc.); 3) other ecological or environmental themes and messages (Save our Planet, Extinction is Forever, Earth Day, etc.); or 4) resource-based recreational activities.

4. Souvenirs which are in poor taste, gaudy, vulgar, junky, or poor in craftsmanship shall not be ordered. A small selection of recreational or souvenir type toys for children is permitted (sand bucket sets, yoyos, etc.).

5. When ordering items that display pictures or designs depicting plants or animals, make sure that the message or image conveyed is consistent with the guidelines contained herein. With this in mind, the VSP will not, without written authorization for an exception, purchase any items that:

- A. depict domestic or farm animals such as cats, dogs, cows, horses, chickens, pigs, etc.
- B. depict exotic, nuisance or problem animals or plants found in the Park such as armadillo, hog, flamingo, Australian pine, mimosa, wisteria, etc.
- C. depict animals or plants not native to Florida or non-Florida landscapes (mountains, desert, snow, etc.) unless they relate to one of the environmental or ecological themes or messages discussed above (collection of mugs, T-shirts, etc. which include threatened or endangered species from around the world; i.e. tiger, elephant, whale, gorilla, etc.).

6. Other items that are not allowed to be sold, rented, or used in food service or packaging include:

- A. Any item which may cause the depletion or exploitation of any animal or plant species (live or dried plants (not horticulturally produced), shells, skins, teeth, sand dollars, coral, starfish, etc.).
- B. Archaeological, geological or fossil specimens
- C. Food for animals
- D. Sling shots, bow and arrow sets, and other dangerous or weapon-like items.
- E. Horse shoes, darts, etc.
- F. Styrofoam plates, cups, chests, bait boxes, etc.
- G. Plastic products such as straws, bags, cups, eating utensils, etc. when paper or wood substitutes are available
- H. Dive gloves, collecting bags, slurp guns, etc.
- I. Jet skis, ATC's, etc.
- J. Jukeboxes, coin-operated games, etc.

If there are any questions concerning the appropriateness of items to be carried in the Gift Shop, the Park Manager will be asked to make a determination prior to purchasing.

C. The following are suggested as a partial VSP inventory. Sale of items not included in the categories below must be authorized by the Park Manager. Some items on this list may be required to be stocked depending on location and activities (Camper supplies at camping parks, etc.).

- 1. Grocery items normally purchased by day visitors and campers
- 2. Short-order food prepared in the facility and served in paper containers
- 3. Toiletries, minor drugs and other convenience items, such as insect repellent, suntan lotion and first aid supplies
- 4. Sunglasses
- 5. T-shirts, hats, swimwear and other clothing
- 6. Cameras, film and processed photographs
- 7. Stationery, postcards and books (subjects such as history, natural history, parks, environmental affairs, camper guides and road atlases)
- 8. Good quality souvenirs, arts and crafts
- 9. Fishing equipment, supplies and bait (not in styrofoam containers)
- 10. Camping equipment and supplies, including firewood
- 11. Recreation equipment which is safe and compatible, such as swim masks, swim fins and binoculars
- 12. Boating equipment, and supplies
- 13. Picnic supplies, eating utensils (wood if available), paper plates, ice, etc., (no styrofoam)

14. Plants which are native to Florida and are clearly labeled as having been produced horticulturally (cannot be a product of collecting in the wild).

D. If the VSP elects not to sell official Florida State Parks merchandise, the Division will then retain the right to offer these products to visitors.

E. The VSP will ensure that all merchandise and services offered to the public meet Division standards of quality and are safe and clean. Merchandise should carry the specific park name (T-shirts, caps, beach towels, cups, pins, etc.) if appropriate.

F. Vending machines located outside enclosed buildings may be required to be unlighted and painted or screened to blend with natural surroundings or facilities. The Division requires the sale of all beverages in returnable bottles or recyclable containers.

G. The Division recommends that, where possible, VSP displays and shelves present a well stocked and organized appearance. Stock should be kept in a separate storage area.

H. VSP will establish a recycling program to the maximum extent possible.

16. RESIDENCE ON PARK PROPERTY BY THE VSP

A. Justification

The Division may require the VSP or its representative to reside on park property for the convenience of the Division. This requirement is justified when the VSP operation includes services to the public, such as the rental of vacation cottages, which could require attention after normal business hours. When the VSP has extensive inventories and capital improvements in the park it may request authority from the Division to reside on the park to provide greater security for its assets. Under either circumstance, the Division may provide a site for the VSP's residence. The Division must receive and approve all site improvement or construction plans in advance of any work being initiated.

B. Agreement of Occupancy

1. All VSPs who reside on park property are required to execute an Agreement of Occupancy (see form at end of chapter).

2. Distribution

Distribution will be as follows: Original to occupant, original to park, copy to district, and copy to Bureau of Operational Services.

3. Fee Determination

The fee to be charged for residence sites will be set in compliance with standard rates applied by the Department of Management Services, for non-essential residence sites.

4. Revenue Reporting

All revenue collected for these residence sites will be reported under miscellaneous receipts on the Weekly Report of Receipts. Fees are paid in advance and must be received at the park no later than the 30th of each month preceding the month for which due.

17. VSP MANUAL

The Division maintains a VSP Manual which contains the Park VSP Management Plan. This manual should be consulted on all issues related to program management and planning, establishing and monitoring VSP operations.

18. EMPLOYEE RELATIONSHIPS WITH VSP

A. Employment

No Department employee or close relative of an employee of the Department shall be employed by the VSP without prior written approval of the Department.

B. Business Relationships

1. In order to avoid a violation of the standards of the Code of Ethics for Public Officers and Employees, a state park employee who owns his or her own business must refrain from conducting business with a state park VSP.

2. A business owned by the employee's spouse may sell goods or services to the state park VSP, unless the state park employee is acting as a purchasing agent. However, the state park employee cannot have an ownership interest in the company and he or she can not be employed or paid by the spouse's company.

C. Employee Discounts

Division employees are not permitted to receive discounts on any VSP items or services which have a resale value and for which there is a purchase price established for park visitors. This includes food, beverages, gifts, merchandise, tours and rental equipment. Discounts on these items would result in a decrease in gross sales and revenue to the Division.

The prohibition of employee discounts applies only when the discount is for personal benefit. It does not apply when an employee is participating in a Division sponsored function for which the VSP has provided discount prices or fees.

This procedure applies to both private contract VSP and park operated VSP.

D. Employee Meals In Park Operated Restaurants

1. Leftovers in a full service restaurant are usually discarded after the meal for which they were prepared. This is especially true for entree items, salads, breads and vegetables. Quality standards dictate that these items cannot be served at subsequent meals.

2. Since leftovers cannot be re-served to guests, they have no retail value.

3. As a means of recovering the cost of these leftovers, the restaurant can offer park employee meals at cost. This practice allows food cost percentages to be managed at a lower level, thereby increasing profit.

4. To insure that costs associated with providing employee meals are kept to an absolute minimum, the following procedures must be observed:

- a. Only leftovers can be utilized for employee meals.
- b. Employees will eat in the employee lounge or other non-public area.
- c. Employees will clean up after themselves and place dishes, glasses and utensils in the dishwashing trays.

EXHIBIT C

MINIMUM ACCOUNTING REQUIREMENTS

The Contractor shall, and shall require all of his subcontractors to agree that they shall, comply with the general Minimum Accounting Requirements detailed in this attachment. Every sale must be accounted for by use of computerized or electronic cash registers, prenumbered receipts or prenumbered tickets unless the Contractor has received prior written authorization from the Department to use some other method.

Minimum Accounting Requirements Regardless of Method Used to Document Sales

1. Sales receipts must always be offered to customers regardless of the amount involved. Sales receipts may be in the form of cash register slips, prenumbered receipts or prenumbered 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.
2. The Contractor must establish and maintain bank accounts (checking, savings, etc.) that are used solely for contract operations.
3. If receipts exceed \$1000, they must be deposited intact daily. If receipts do not exceed \$1000 a day, they must be deposited intact periodically (period not to exceed once a week). Undeposited receipts must be stored in a secure manner – a safe is preferable. Validated deposit slips and bank statements supporting amounts deposited must be retained.
4. 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, Contractor's copy of prenumbered receipts and use schedules for prenumbered 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 cancelled checks.
5. 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. If daily receipts are used to make refunds or purchases, the Contractor must document both the occurrence and the reason.
6. Customer refunds must always be supported by customer signed documents. Transaction voids shall be documented and approved by management.
7. Purchases must always be supported by vendor invoices and cancelled checks payable to either the vendor or the imprest fund. Receipts for purchases shall be maintained.
8. All checks written on the Contractor's checking account, whether voided or not, must be retained.

9. 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. Daily cash register totals should be verified by a person not having access to cash.

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) Provide daily supervision over employees using the registers.
- b) Clear or close all cash registers at the end of the day (tapes must be retained).
- c) 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 prenumbered refund receipt signed by the customer must be issued (see minimum requirements for prenumbered receipts).

2. Prenumbered Receipts/Tickets

At a minimum, prenumbered receipts/tickets must:

- a) Clearly state the attraction or service purchased.
- b) Be designed to capture all pertinent sales data, such as: receipts for date, customer's name, items or service purchased, amount of sale, amount of sales tax collected, total collected and salesperson's name or initials.
- c) Be at least two copied (customer and record copy), each clearly identified.
- d) 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.
- e) 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 which reports the numbering sequences of receipts/tickets used and money collected by day.
- c) Provide adequate security over unused receipts and periodically inventory these receipts (at least every six months).
- d) Provide adequate supervision over employees for assurance that previously issued tickets are not resold.

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

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 will identify quantities sold which can be reconciled to cash receipts. Sample reconciliation worksheets are attached hereto. Receipts from vending purchases must be maintained.

SAMPLE FORM (for cans where no counter is used) Use a separate form for each item or group of items sold at a different price.

VENDING MACHINE ACCOUNTABILITY FORM

Visitor Service Provider Name: _____

Report Period: _____ TO: _____

Date Taken: _____ Prepared by: _____

A.	Beginning Inventory (Cans)		_____
B.	Plus: Purchases (Cans)	+	_____
C.	Plus: Transfers In (Cans)	+	_____
	Less: Transfer Out (Cans)	-	_____
D.	Less: End of Month Inventory		
	Drink in Machines	_____ Cans	
	Drinks in Storage:	+ _____ Cans	
	Total on Hand:	= _____ Cans	-
E.	Accountability (Cans)	=	_____
F.	Expected Receipts (E. x \$ _____)	\$	_____
G.	Less: Reported Receipts from Machine	-\$	_____
H.	Over/(Short)	=\$	_____

- A. Beginning Inventory: Previous month's ending inventory.
- B. Purchases: Total number of cans purchased and received for resale during the month.
- C. Any vendor credits (in) or transfers (out) to other parties.
- D. Ending Inventory: The number of cans at the visitor service provider's operation on the day inventory is taken (total on hand).
- E. Accountability: Beginning inventory plus purchases, plus transfers in, less transfers (credits) out, less ending inventory.
- F. Expected receipts: Accountability (E) multiplied by the retail price.
- G. Reported receipts: Cash receipts removed and counted from the vending machine for the month.
- H. Over/(Short): Expected receipts minus reported receipts.

SAMPLE FORM (where counter is used) Use a separate form for each item or group of items sold at a different price.

VENDING MACHINE COUNTER RECONCILIATION WORKSHEET

Visitor Service Provider Name: _____

Ending Reading _____
 Beginning Reading - _____
 Accountability = _____
 Retail Price x\$ _____
 Expected Receipts = \$ _____
 Reported Receipts - \$ _____
 Over/(Short) = \$ _____

Date Taken: _____
 Report Period: _____ to _____
 Prepared by: _____

Ending Reading _____
 Beginning Reading - _____
 Accountability = _____
 Retail Price x\$ _____
 Expected Receipts = \$ _____
 Reported Receipts - \$ _____
 Over/(Short) = \$ _____

Date Taken: _____
 Report Period: _____ to _____
 Prepared by: _____

Ending Reading _____
 Beginning Reading - _____
 Accountability = _____
 Retail Price x\$ _____
 Expected Receipts = \$ _____
 Reported Receipts - \$ _____
 Over/(Short) = \$ _____

Date Taken: _____
 Report Period: _____ to _____
 Prepared by: _____

Ending Reading _____
 Beginning Reading - _____
 Accountability = _____
 Retail Price x\$ _____
 Expected Receipts = \$ _____
 Reported Receipts - \$ _____
 Over/(Short) = \$ _____

Date Taken: _____
 Report Period: _____ to _____
 Prepared by: _____

Ending Reading:	Counter reading as of inventory
Beginning Reading:	Previous inventory period's ending counter reading
Accountability:	Difference between the beginning and ending readings
Retail Price:	Vending machine selling price
Expected Receipts:	Accountability multiplied by the retail price
Reported Receipts:	Cash receipts removed and counted from the vending machine
Over/ (Short):	Difference between the expected receipts and reported receipts

EXHIBIT D

MONTHLY REPORT OF VISITOR SERVICE PROVIDER GROSS SALES
(Due by 20th day of following month)

PARK: _____ DATE: _____

VISITOR SERVICE PROVIDER NAME: _____

PERIOD COVERED: FROM _____ TO _____

POINT OF SALE/LOCATION OF CASH RECEIPT GROSS SALES SUBTOTAL

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

If additional space is required, attach second sheet.

Total Gross Sales \$ _____

Monthly Commission: Level Fee/ _____ % of Gross \$ _____

Use Tax: _____ % of Monthly Commission
(current rate) (see computation for prepared
food exemption on reverse side) \$ _____

Other Payments (identify) _____ \$ _____

Total Payable \$ _____

Use Tax Exemptions \$ _____

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 available for review/audit by the Department.

Signature of Visitor Services Provider Date

Signature of Accountant Date

Accountant Name

**Use Tax Computation
For Prepared Food Tax Exemption**

Total Gross Sales (from front)	_____
Minus Prepared Food Sales	_____
Adjusted Gross Sales	_____
Monthly Commission - _____% of Adjusted Gross for Use Tax Computation	_____
Use Tax (_____% of Adjusted Monthly Commission)	_____*

*For use on front of form for operations with prepared food services

EXHIBIT E
PROFIT AND LOSS STATEMENT FOR 20 _____
 (due within 60 days after close of calendar year)

Permittee _____ Park _____

	Gross Sales	Commission Paid	Operating Expense	+Profit -Loss
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 available for review/audit by the Department.

Signature of Permittee: _____ Date: _____

EXHIBIT F

Minimum Operational Requirements and Procedures

Operations and Maintenance All Parks

1. Services will be available 365 days per year. Office hours will be 8:00 AM to 5:00 PM daily or as approved by Park Management.
2. Permittee will maintain a telephone as a public and vendor contact point, which will be staffed from 8:00 AM to 5:00 PM daily. If an answering machine is used, calls must be returned promptly.
3. Facility maintenance and cleaning will be performed on a schedule and to standards acceptable to Park Management.
4. Ground maintenance and cleaning will be performed on a schedule and to standards acceptable to Park Management.
5. Permittee will maintain a pest control contract for all facilities.
6. All roofs will be kept free of pine needles and leaf litter.

Environmental Protection Plan

On the first day of operations under this Permit, Permittee shall provide a draft environmental plan which will be evaluated by a Department biologist. This plan will cover all operations in both parks and shall include, but not be limited to: 1) Use of recyclable or biodegradable materials where possible; 2) natural resources impact minimization; 3) solid waste reduction and recycling; 4) waste management; 5) use of cleaning and maintenance supplies/compounds, insecticides, rodenticides and herbicides; and, 8) any other information which would allow a reviewer to evaluate and understand the total environmental protection plan. A final plan which incorporates all comments from the Department must be approved by Park Management and implemented within the first 30 days of operation under this Permit.

Safety Plan

Permittee shall develop a Safety Plan and present it to Park Management for prior approval. This plan shall be implemented on the first day of operation under this Permit and revised once a year thereafter. This plan shall include guidelines for all aspects of the visitor service provider 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, which shall cover proper preparations and responses to all natural and man-caused disasters.

Interpretation/Environmental Education Plan

Permittee shall develop an Interpretation and Environmental Education Plan and present it to Park Management, with a copy to the District Bureau Chief and the Bureau Chief of Operational Services, for approval as to scope and compatibility with the Department's resource management and visitor services philosophy and policies. This plan shall be approved and implemented within sixty (60) days of the first day of operations under this Permit. All components of the plan (books, videos, signs, etc.) shall be approved by Park Management as developed and prior to implementation. At a minimum, the plan shall include: 1) Interpretive themes to be covered, including such topics as natural systems management, natural and cultural resources protection and other park related issues; 2) Interpretive signs and displays to be installed; 3) Educational and interpretive brochures, leaflets, posters and other printed material; and 4) The sale of books and videos related to the natural and cultural history of the region in which each park is located.

EXHIBIT G
SCHEDULE AND SCOPE OF CAPITAL IMPROVEMENTS

Immediate Improvements and Programs

- The VSP shall supply, install and maintain a 12' x14' TIKI hut structure to be built for the rental of water sport equipment, which shall be pre-approved both for quality and location by the Park Manager, and shall be completed within 90 days of execution of this VSP Agreement.
- The VSP shall supply, install and maintain a kayak storage facility, which shall be pre-approved both for quality and location by the Park Manager, and shall be completed within 90 days of execution of this VSP Agreement.
- Remodel and upgrade of existing building – The VSP shall remodel and upgrade kitchen to provide enhanced services to our visitors. All materials and designs (including colors) must be pre-approved by Park Manager. Renovations shall be completed within 90 days of the execution of this Agreement.
- If the contract is terminated prior to the completion of the six month probationary period, the immediate improvements listed above shall become the property of the Department.

Permanent Structures (Reference Paragraph 5 of Agreement)

- There is a six-month probation period prior to beginning permit and construction phase of the mandatory capital improvements as specified in paragraph 5 of this VSP Agreement (except for immediate improvements stated above).
- Permitting shall begin within thirty days of the completion of the probation period. Permitting is estimated to be completed within six months.
- The VSP shall supply, install and maintain a 12' x 14' TIKI hut structure on the west end of the beach to be used for sunset viewing, in a location approved by Park Manager. This structure shall be completed within 2 years from permit receipt.
- The VSP shall build and maintain an 8' x 10' storage structure, in a location approved by Park Manager. This structure shall be completed within 180 days from permit receipt.
- The VSP shall build and maintain a 12' x 14' structure to be used as a gift shop, in a location approved by Park Manager. This structure shall be completed within 180 days from permit receipt.
- The VSP shall build and maintain two 20' x 28' pavilions on the west end of the beach to be used as rentals and one 20' x 40' pavilion on the east end of the beach to be used as a rental facility. The final locations shall be approved by the Park Manager. One 20' x 28' pavilion shall be completed by May 31, 2008; one 20' x 28' pavilion shall be completed by April 30, 2009; and one 20' x 40' pavilion shall be completed by April 30, 2010.
- The VSP shall provide a cover to the entire deck, after expansion is complete. This project shall be completed within two years of execution of this Agreement.
- The VSP shall build and maintain a permanent structure to be used as office space. The location, materials, color and size shall be pre-approved by Park Manager.
- Any changes to the above sizes of permanent structures will be approved by Park Manager.

Permanent Structure – Expansion of Deck (20' x 50')

- There is a six-month probation period prior to beginning permit and construction phase of the mandatory capital improvements as specified in paragraph 5 of this VSP Agreement (except for immediate improvements stated above).
- Permitting shall begin within thirty days of the completion of the probation period. Permitting is estimated to be completed within six months, and additional time is included in the timeframes below to include this six-month period.
- Upon receipt of all necessary permits, the VSP shall enter into a contract with a design professional.
- Copies of final plans for any and all improvements shall be submitted to the Park Manager within 30 days of design contract execution.
- The VSP shall execute a contract with a qualified construction company within sixty days of permit receipt.
- The VSP shall not begin construction until the Department issues a Notice to Proceed to the VSP. Within sixty days after the date of the Department's Notice to Proceed, the VSP shall proceed with construction of the permanent structure.
- The VSP shall have two hundred seventy five days to achieve substantial completion (all government approvals are complete and certificate of occupancy is issued and structure can be used by the public for its intended purpose) of the permanent structure.
- The VSP has another forty two days for final completion (punch list) of the permanent structure.
- Any and all of the deadlines stated in this section (Permanent Structure) can be modified for good cause, upon written approval of the Department.

All capital improvements listed in paragraph 5 and Exhibit G shall be completed in their entirety by April 30, 2010 or sooner (based on timeframes listed).

EXHIBIT H

Agreed Upon Procedures			
Review of Florida State Park Contracted Visitor Services			
Item No.	Procedures	Done By	Date
I.	<p>OVERALL OBJECTIVES AND TIME PERIOD</p> <p><u>Objective:</u> To determine the accuracy of the gross sales reported to the Department of Environmental Protection (DEP) for the audit period and compliance with the Minimum Accounting Requirements included in the contract. The audit time period is the calendar year.</p> <p>Reports are due to DEP, Office of Inspector General no later than June 30.</p> <p>Mail to: Director of Auditing Department of Environmental Protection 2600 Blairstone Road, MS 41 Tallahassee, FL 32399-2400</p> <p>Required records for review:</p> <ol style="list-style-type: none"> 1. Visitor Services contract 2. Monthly Reports of Gross Sales 3. Cash register tapes (select a sample of several days to form an opinion) 4. Cash receipts or sales journals 5. Bank statements, including validated deposit slips 6. General ledger 7. Sales tax forms (DR-15) 8. Quarterly park manager evaluation reports. 9. Other financial records, including expenditure documentation, if records listed above are not available or are not adequate to form an opinion on the accuracy of reported gross sales. 		
II.	<p><u>OBJECTIVE:</u> To determine if gross sales have been properly reported and commission fees properly remitted to DEP. In addition, determine compliance with the Minimum Accounting Requirements.</p> <p>A. Review source documents to determine if the contractor provided a Monthly Statement of Gross Sales to DEP in the format established in Exhibit E of the contract by the 20th of the following month.</p> <ol style="list-style-type: none"> 1. If payments were late, compute penalty based upon 1% of the fees due for each day the payment is late. <p>B. Has the contractor based the Monthly Statement of Gross Sales on source documents and books of original entry?</p>		

Item No. (cont.)	Procedures	Done By	Date
	<ol style="list-style-type: none"> 1. Obtain and examine daily cash journals, general ledger, and bank statements which reflect gross sales reported by the contractor. 2. Schedule this information on a spreadsheet. Note any differences. 3. Create a spreadsheet of point-of-sales documentation (daily cash register tapes or receipts) for sales. Search for revenues that may not have been reported to the DEP. 4. Compare point-of-sales (typically cash register tapes) with sales amounts reported in the cash journal. Depending on the volume of transactions, pick a judgmental sample of days for detailed testing. Test until an opinion is formed regarding the accuracy of the cash journal based on daily sales receipts. 5. Evaluate rental transactions to ensure there is adequate documentation to support use of equipment. 6. Evaluate vending sales to ensure there is adequate documentation to support receipts. (Use of counters, comparisons of vending purchases to sales, etc.) <p>C. Determine whether a subcontractor operated during the review period. If so:</p> <ol style="list-style-type: none"> 1. Determine if the contractor included gross sales from the subcontract operation in the gross sales reported on the Monthly Statement of Gross Sales. 2. Create a spreadsheet of point-of-sale documentation (daily cash register tapes or receipts) for subcontractor sales. 3. Compare subcontractor point-of-sales source documentation with monthly sales reports to DEP to determine the accuracy of subcontractor sales. <p>D. Determine whether contractor paid the monthly visitor service fees equal to the established percentage of gross sales for all operations of the visitor service provider.</p> <ol style="list-style-type: none"> 1. Compare amounts reported on the Monthly Reports of Gross Sales to amounts obtained from source documents and scheduled in step II-B above. Note differences. <p>E. Does the gross sales reported to the Department on monthly reports agree with gross sales listed in other reports?</p> <ol style="list-style-type: none"> 1. Use spreadsheet of gross sales figures obtained from the Monthly Gross Sales reports. Compared to amounts reported on quarterly evaluation reports, Profit and Loss Statements, and DR-15 forms. Analyze the DR-15 gross sales forms and evaluate whether the reported amount is equal to gross sales reported to the Department. 		

Item No. (cont.)	Procedures	Done By	Date
F.	<p>Evaluate internal control for cash handling and accounting. Prepare a conclusion on the adequacy of internal controls and any deficiencies noted.</p> <ol style="list-style-type: none"> 1. Are sales receipts offered to customers regardless of the amount? 2. Are signs posted reminding customers to ask for a receipt? 3. Is a bank account maintained for the sole purpose of visitor service operations? 4. Are bank deposits made in compliance with chapter 10, paragraph 1.2 of the Operations Procedures Manual? <ol style="list-style-type: none"> a. If receipts exceed \$1000, are they deposited intact daily? 5. Are customer refunds supported by customer signed documents? 6. Are duties associated with handling, recording, and reconciling receipts and disbursements assigned to different employees whenever possible? 7. Are cash boxes secured? 8. Determine whether the cash register and other methods of revenue collection account for all items available for sale. Is there a register category for all items? 		
G.	<p>Summarize findings and prepare calculations of fees owed to DEP if gross sales were under reported. Prepare a report that includes a conclusion on the accuracy of gross sales reported to DEP, compliance with the Minimum Accounting Requirements, and a summary of monthly gross sales based on this review.</p>		

**Safety Plan
Fort Zachary Taylor Visitor Services Operation**

Objective:

The objective of this plan is to educate and familiarize visitor service employees for the timely and professional handling of emergency situations. It addresses safety concerns involving food concession areas, watersports operations and overall safety of park visitors. Visitor service employees will be required to familiarize themselves with the Master Park Protection Plan which will be on hand and available at all times.

Fire Suppression and prevention:

Fire extinguishers will be positioned appropriately in food prep area. All extinguishers will be inspected and recharged annually as required by the State Fire Marshall. Fire safety training for visitor service employees will be provided on an ongoing basis.

If fire is detected, the Key West Fire Department will be notified at 911. The park ranger station will be notified as well. All visitors will be evacuated immediately.

Water Safety:

Kayak Rentals; All kayakers will be instructed in basic paddling techniques and oriented on areas accessible and areas to be avoided while kayaking. Life preservers will be given to all passengers. Kayakers will be in sight of watersports personnel and a rescue boat will be available at all times. In case of emergency, park personnel, the Florida Fish and Wildlife Conservation Commission and the Coast Guard will notified immediately.

Injury and First Aid:

First aid kits will be available at the food concession area and at the watersports rental facility. Employees will be trained in first aid and CPR.

In case of serious injury, emergency rescue will be notified and an employee will stay with injured party until rescue arrives.

Hurricane:

After evacuation is ordered and all visitors are completely evacuated all concession areas will be shuttered and secured. All equipment, (tables, chairs, umbrellas, kayaks etc.) will be stowed appropriately.

Incident Reporting:

All incidents involving visitor safety related issues will be reported immediately to the park. Visitor Service Provider personnel will be familiarized with the standard reports that are to be filed when visitors are injured and will obtain the necessary information for the completion of these reports when and if park staff are not available to complete the appropriate form.