SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592

JAYER WILLIAMSON, District 1
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W. D. "DON" SALTER, District 3
ROB WILLIAMSON, District 4
R. LANE LYNCHARD, District 5

TONY GOMILLION, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: July 6, 2016

SUBJECT: Navarre Beach Gulf Pier

DISCUSSION

Discussion of the Navarre Beach Gulf Pier management agreement term expiration.

BACKGROUND

The current management agreement was effective January 1, 2014 and is scheduled to end on December 31, 2016 unless extended. The contract allows for two additional one year terms if agreed to by both parties. If not renewed, it will be necessary to begin the RFP development and advertising process in order to have a decision in place in the September/October timeframe.

ACTION TO BE CONSIDERED

Board direct staff on the desired action.

STATE OF FLORIDA
COUNTY OF SANTA ROSA

AGREEMENT FOR OPERATION AND MANAGEMENT OF NAVARRE BEACH GULF PIER AND CONCESSION

THIS AGREEMENT FOR OPERATION AND MANAGEMENT OF NAVARRE BEACH GULF PIER AND CONCESSION, hereinafter called the "contract", is effective as of January 1, 2014, ("Effective Date"), between SANTA ROSA COUNTY, whose address is 6495 Caroline Street, Milton, Florida 32570, (hereinafter the "County") and TC'S COASTAL PIER, LLC, a Florida limited liability company, whose address is 33 Hoffman Drive, Gulf Breeze, Florida 32561, (hereinafter the "Contractor").

SECTION I - PREMISES

County hereby contracts with Contractor for management of the Navarre Beach Gulf Pier and other amenities on the following property located on Santa Rosa Island, Santa Rosa County, Florida, to-wit the "Premises".

See attached Exhibit "A"

SECTION II - TERM OF CONTRACT

This contract shall extend for a period of three (3) years beginning with the Effective Date. This contract may be extended upon the agreement of both parties for up to two (2) additional one (1) year terms. All terms, provisions and conditions of any renewed contract, other than the term of years shall be subject to negotiation and change.

SECTION III - USE OF PROPERTY

A. The above described property is made available to Contractor through this contract solely for Contractor to provide management of the Navarre Beach Gulf Pier and Premises, as follows:

1. Management of the Navarre Beach Gulf Pier. Contractor shall ensure that the Navarre Beach Gulf Pier (hereinafter "the Pier") is available for walking, fishing and similar recreation. Therefore, Contractor agrees:

    a. To provide onsite management and maintenance of the Navarre Beach Gulf Pier and to insure that all services are provided in a professional and courteous manner;
    b. To insure that all possible measures are taken to safeguard the health and well being of patrons of the pier and concession;
    c. To insure adherence to all applicable regulatory requirements.

2. Operation of Pier Store/Concessions. The area depicted in Exhibit "B" shall be operated as a pier store and concession area in which Contractor shall engage in the

sale of food, snacks, bait, beverages, souvenirs and gifts, sundries, T-shirts, and appropriate fishing equipment. In so providing, Contractor agrees:

a. To provide a quality bait, tackle, and rental fishing equipment concession available to the public during all pier operating hours;
b. To provide and maintain a quality food concession; and
c. To provide and maintain clean, quality public restrooms.
d. In addition to the above, Contractor may, but shall not be obligated to, provide rental of kayaks, surfboards, paddleboards, snorkel equipment, bicycles and similar items. With each such rental, patrons shall receive proper safety equipment and information regarding areas of the beach on which any of them items is not permitted.

3. Operation of Pier Restaurant. Contractor is desirous of operating a restaurant on the premises. Contractor shall establish a restaurant in the area depicted as Exhibit "C," provided that in no way shall public access to the pier, pier store, or restrooms be inhibited by the restaurant. In so establishing the restaurant, the parties agree:

a. Contractor shall obtain approval from County in advance of the plans and specifications of the restaurant;
b. Restaurant shall serve lunch and dinner, seven-days per week. Serving breakfast shall be optional.
c. Contractor's restaurant hours may not be more expansive than the hours established by the County for the pier, though the restaurant is not required to be open for the entirety of the hours of pier operation (provided 3.b., above is complied with).
d. The restaurant shall be closed when the pier is closed, unless otherwise approved by the County.

4. For all portions of the Premises, Contractor shall:

a. Provide a high level of supervision, safety and maintenance of the pier which will ensure that the pier can be enjoyed equally and safely by all members of the public;
b. Provide for quality family-oriented use of the pier as a multi-recreational facility.
c. Contractor will pay all utility costs associated with all parts of the premises.
d. Contractor will provide daily trash collection around and from the premises, including regular removal of refuse from the adjacent parking lot. Contractor shall pay for and maintain a dumpster in the adjacent parking lot for the disposal of refuse.
e. Contractor will be responsible for the cleanliness and safety on the premises and shall not permit refuse to accumulate on any portion thereof. Contractor shall maintain the premise is a neat and attractive manner.
f. Contractor will be responsible for the patrons to adhere to all pier rules established by Santa Rosa County.

g. Contractor will be responsible for hosing the pier daily or as needed and shall provide all paper products, trash bags and cleaning supplies necessary for the performance of the duties outlined herein.

B. The Contractor further agrees to comply with the State of Florida Sovereignty Submerged Land Lease (No. 570001181) covering the Premises (attached hereto as Exhibit "D") and any amendments thereto.

SECTION IV - CONTRACT FEES

A. Pier admission fees. Contractor hereby agrees to collect pier admission fees and to pay to the County all sale receipts for entry to the Navarre Beach Gulf Pier. Admission fees, including the price and availability of annual, weekly or other special passes, shall be as set by County. Contractor shall not waive, reduce or deviate from the County's set fee schedule. A copy of the fee schedule is attached hereby as Exhibit "E," which schedule may be amended by the County from time to time. These fees are not deemed rental but are revenue of the County collected for County by Contractor.

Contractor shall remit the previous month's admission fees to County on or before the fifteenth (15th) of each month. If not received by the County, at the address designated herein, by the sixteenth (16th) of the month, Contractor shall pay to County a late fee equal to five percent (5%) of the amount due. Failure to remit fees by the thirtieth (30th) of the month shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for admissions fees. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County. Contractor's system shall permit County remote access to review pier admissions in "real time."

B. Percentage of revenue: In addition to pier admissions, Contractor hereby agrees to remit to County three and one-tenth percent (3.1%) of gross revenues received by the pier store and the pier restaurant.

Contractor shall remit the previous month's revenue percentage to County on or before the fifteenth (15th) of each month. If not received by the County, at the address designated herein, by the sixteenth (16th) of the month, Contractor shall pay to County a late fee equal to five percent (5%) of the amount due. Failure to remit revenue percentage by the thirtieth (30th) of the month shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for sales/revenue. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs

related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County.

SECTION V - INSURANCE AND INDEMNITY

All personal property which may be on the Premises during the term of this contract shall be there at the sole risk of Contractor, or those claiming under Contractor, and County shall not be liable to Contractor, or any other persons for property in or upon the Premises. Furthermore, County shall not be liable to Contractor or to Contractor's employees, patrons, licensees, permitees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of the facilities. Contractor accepts the Premises as wholly suitable for the purpose for which it is contracted and agrees to hold County harmless from any claims based on the condition or suitability of the Premises.

Additionally, Contractor hereby agrees to defend, indemnify and save harmless County from any and all claims, demands, suits, judgments, costs, liabilities or expenses on account of any loss or injury occurring on the Premises, or on any adjoining public property utilized by Contractor for any special event or activity approved by the County, unless the claim is for injuries or damages caused by the negligence of the County.

Contractor shall purchase and maintain commercial general liability insurance endorsed to provide contractual liability with limits in the amount of not less than $1,000,000 combined single limits. Santa Rosa County, its agents, and employees shall be listed as an additional insured under the commercial general liability. Contractor shall also maintain separate liquor liability insurance with minimum coverage of $1,000,000, naming Santa Rosa County as additional insured.

Contractor shall purchase and maintain statutory worker's compensation coverage, including employer's liability, unless not required by law because contractor employs no employees. All such coverages shall be written with insurance companies admitted to do business in Florida. Any policies written with non-admitted insurance companies shall be subject to specific approval by the County. Insurance certificates shall be provided to the County, and these certificates shall contain a thirty (30) day cancellation clause.

SECTION VI - COMPLIANCE WITH LAWS

Contractor agrees to comply with all laws, ordinances, rules and regulations now in effect or, subject to Contractor's contractual rights set forth in this contract, hereafter enacted by any governmental body having jurisdiction over the Premises, and Contractor shall not make or allow to be made any unlawful, improper or offensive use of the Premises and shall keep the Premises in a clean, attractive and safe condition. Contractor further agrees to exercise all reasonable safety measures in the operation of its businesses for the protection of the public.

SECTION VII - MAINTENANCE OF REQUIRED LICENSES

Contractor shall obtain all licenses required by all governmental authorities having jurisdiction over the Premises for the type of business operated by Contractor and shall maintain all required licenses during the term of this contract.

SECTION VIII - TAXES AND ASSESSMENTS

Contractor shall pay and discharge all future taxes, sales taxes, use taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the Premises. In addition, upon notice from County, Contractor agrees to assume County's defense and indemnify County for any claim related to all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions, and burdens assessed, charged or imposed upon the Premises, which relate to Contractor's tenure as pier manager.

SECTION IX - COUNTY'S ACCESS

The County and its designated agents, shall at all reasonable times have access to the Premises for the purpose of inspecting and determining whether Contractor has complied with its obligations pursuant to this contract.

SECTION X - PROHIBITED USES

Contractor covenants and agrees not to use or occupy the Premises for any purpose other than herein specified, or permit the same or any part thereof to be used or occupied for any purpose or business other than herein specified, without the prior written consent of the County.

SECTION XI - OPERATION AND CONDUCT OF BUSINESS

Contractor covenants and agrees as follows:

A. To comply with all laws and regulations relating to the operation of any business, and to any property used in connection therewith, on the Premises and to operate said business in a first class manner consistent with the public purpose to be served by the County and in the best interest of the public.

B. Not to knowingly permit or suffer any nuisance or illegal operations or course of conduct of any kind on the Premises.

C. The County shall have the right to audit all records, documents, and books pertaining to pier admission fees at any time. Such audit will be conducted at locations and at a frequency determined by the County and/or the County and communicated to the Contractor. The Contractor agrees to provide any requested materials for the audit at the designated place within five (5) days after the County notice is received. Books of original entry and source documents shall be retained for a period of not less than three (3) years.

D. The Contractor agrees to cooperate with the County in conducting surveys, providing reports of visitor contacts and responding to County inquiries about public usage of the concession or facility services.

E. The Contractor agrees the premises shall be open and adequately staffed seven (7) days per week. Contractor may request changes to the hours, including holiday closures and hours, of the County. The County shall establish the hours during which the premises shall be open, which hours may be amended from time to time at the sole discretion of County. The operational hours in effect upon the effective date of this agreement are attached hereto as Exhibit "F." If Contractor develops a restaurant on the premises, it may establish the operational hours of the restaurant, provided those hours are not earlier in the day nor later in the evening than those hours established by County.

F. Within forty-five (45) days of the execution of this agreement, Contractor shall submit to County an annual Business and Operations Plan, subject to the approval of County, which shall not be unreasonably withheld. Contractor shall upon each anniversary of this agreement submit for approval its Business and Operations Plan for the following year. County approval shall not be unreasonably withheld.

G. Periodic cold weather or rain shall not be considered as sufficient cause to cease business operations at the Navarre Beach Gulf Pier; however Contractor reserves the right to request closure during conditions unsuitable for its use including extended periods of inclement weather and/or dangerous and unsafe conditions. The County's approval of closure in such cases shall not be unreasonably withheld. In addition, the County, through the actions of its County Administrator, reserves the right to close all or any portion of the premises in the event of tropical storm, hurricane or other condition in which the County Administrator, in his sole discretion, deems that closure is in the best interest of the public.

G. There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations referred to by this contract; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of the Premises.

H. Contractor shall be permitted to store certain items beneath the pier in an enclosure acceptable to County.

I. The premises include a sand area (Exhibit "G") on which Contractor may (but shall not be required to) establish no more than two volleyball courts. The area may also be used for activities typically associated with a public beach, such as picnicking, sunbathing, etc. but shall be put to no other uses. Should Contractor desire to light the area, it shall do so in a manner which is in compliance with local and state laws and which is acceptable to County.

J. County reserves the right to regulate lighting on all portions of the leasehold premises, including requiring removal of lights which may be detrimental to sea- or wildlife or requiring that certain lights remain on for safety.

K. Contractor acknowledges that the premises exist for the use of the general public and not for private events. As such, no portion of the pier shall be closed for a private event. The restaurant may not be open for private parties or otherwise for hours in excess of those established by County.

L. Contractor shall make every effort to insure that no fisherperson uses "chum" to attract any shark or other sea life.

M. Contractor shall not permit amplified sound on the premises between the hours of 10:00 p.m. and 8:00 a.m. Contractor shall take whatever steps are required by County, in County's sole discretion, to insure that noise from the premises does not impact surrounding properties, including but not limited to the elimination of amplified sound or elimination of music.

N. The use of the premises by private entities or individuals for commercial activities, i.e. exercise or dance classes, etc., shall be prohibited, except for private events in the restaurant as previously outlined herein.

O. Contractor shall be permitted to use the name "Navarre Pier"/"Navarre Beach Pier" and variations thereof in advertising and social media. However, County reserves the right to approve all content. At the expiration of this contract, all social media accounts, websites and advertising shall be transferred to County.

P. Registered sex offenders and registered sexual predators are not permitted on the premises. Contactor shall conduct pre-employment background screenings on its employees to ensure that they are not registered sex offenders or registered sexual predators.

Q. Contractor shall annually provide college scholarships of at least $1500 to deserving Santa Rosa County students and shall furnish proof of same to County.

SECTION XII - ENFORCEMENT OF CONTRACT; FORFEITURE; BREACH; REMEDIES; NONWAIVER; ATTORNEY'S FEE

A. County may enforce the performance of this contract in any manner provided by law. The following actions or failures on the part of the Contractor shall constitute a breach under the terms of this contract ("Event of Breach"):

1. If Contractor shall desert or vacate the Premises;
2. If breach shall be made by the Contractor in the payment of fees as specified in this contract;
3. If breach shall be made by Contractor in the performance of any of the terms or conditions of this contract that Contractor is to perform;
4. If Contractor shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulating the Contractor's business;

5. If Contractor shall file a petition in bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

B. Upon the occurrence of an Event of Breach and if Contractor shall not have completely removed or cured the breach within thirty (30) days from the date of County's written notice to Contractor of breach and of County's intention to declare the contract rescinded, this contract shall come to an end as if the date established by notice of rescission were the date originally fixed herein for the expiration of the term of this contract without any further notice from County to Contractor. Additional time to cure any breaches in the contract may be granted by the County for good cause, and such approval will not be unreasonably withheld. County or County's agent or attorney shall thereafter have the right, without further notice or demand to reenter and remove all persons and Contractor's property from the Premises without being deemed guilty of any trespassing.

C. In the event any report or payment in full required under this contract is not submitted on or before the date specified, the Contractor will owe the County $100 in late reporting fees. In the event full payment of all fees due shall not be made to the County within fifteen (15) days after the date on which such payment becomes due, there shall be a late charge payment of ten percent (10%) of the amount due.

D. The failure of County in anyone or more instances to insist, on the strict performance of any of the terms or conditions of this contract, or to exercise any option set forth in this contract, shall not be construed as a future waiver, or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by County of fees, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by County of any provision hereof shall be deemed to have been made unless expressed in writing and signed by County.

E. If the County retains attorneys, auditors or others to assist it in the collection of any sums due hereunder, which are not paid on the due date, or to enforce any of the provisions of this contract or to seek its termination, Contractor shall pay reasonable enforcement, collection, attorney's fees, auditor costs, or other costs incurred, whether or not suit is necessary. If a legal action is filed to collect any sums falling due hereunder, to enforce any provisions hereof or to terminate this contract, Contractor shall pay all reasonable costs, expenses and charges incurred in said proceedings, including costs incurred for any appeals.

F. It is expressly agreed and understood that this Section is a material part of this contract and that the County entered into this contract and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this Section.

SECTION XIII - INDEPENDENT CONTRACTOR

It is acknowledged that at all times the Contractor is performing as an independent Contractor and not as an employee, representative or agent of the County and that neither the Contractor nor its employees are entitled to accrue any benefits of County employment, including retirement benefits and any other rights or privileges connected with employment in the Santa Rosa County Civil Service.

It is understood and agreed that no part, parcel, building, structure, equipment or space is leased to the Contractor, that it is a contractor and not a lessee; and that the Contractor's right to operate the pier and concession shall continue only so long as the pier and concession operations comply with and are in accordance with the terms and conditions of this contract.

SECTION XIV - END OF TERM

Upon the expiration or sooner termination of this contract, Contractor shall be allowed a period of fifteen (15) days in which to remove all personal property, and Contractor shall leave all improvements in as good a state and condition as reasonable use and wear will permit.

SECTION XV - PARAGRAPH HEADINGS

The paragraph headings in this contract are intended for convenience only and shall not be taken into consideration in construction or interpretation of the contract or any of its provisions.

SECTION XVI - ENTIRE CONTRACT

Except as provided below, this instrument constitutes the entire contract between County and Contractor on the subject of this contract, and, except as provided for herein, all prior or contemporaneous oral or written agreements or representations of any nature with reference to the subject matter of this contract are canceled and superseded by the provisions of this contract.

SECTION XII - WAIVER

Failure on the part of County to complain of any action or nonaction on the part of Contractor, no matter how long it may continue shall never be deemed to be a waiver by the County of any of its rights under this contract. Further, the County and the Contractor covenant and agree that should the County at any time waive any provisions of this contract as to any action by Contractor requiring County's consent or approval, the County shall not be deemed to have waived or render unnecessary County's consent or approval as to any subsequent similar act by Contractor.

SECTION XVIII - NONASSIGNABILITY

No whole or partial assignment or subcontracting of this contract, or of any duty or obligation of performance arising hereunder, shall be made by Contractor without the prior written consent of the County.

Contractor shall not sell, assign or transfer any interest greater than five percent (5%) of the interest in its limited liability company without the prior written consent of County, nor shall Contractor sell, assign or transfer or permit the sale, assignment or transfer of any interest greater than five percent (5%) in any entity which is a member of the limited liability company without the prior written consent of County. This restriction on sale, transfer and assignment shall extend to any entity which is a member or stockholder of any entity holding an interest in the limited liability company's management entities.

SECTION XIX- MODIFICATIONS IN WRITING

No modifications or amendments to this contract will be permitted without prior approval from the County and its legal counsel. Any and all modifications or amendments must be in writing and executed by both parties.

IN WITNESS WHEREOF the undersigned have signed their names and set their seals this 12th day of December, 2013.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

ATTEST:

Donald C. Spencer
Clerk of Court
DONALD C. SPENCER

CIRCUIT COURT SANTA ROSA COUNTY, FLORIDA

By: Jim Melvin
Jim Melvin, Chairman

LESSEE: TC's COASTAL PIER, LLC.
BY COASTAL CONCESSIONS, LLC,
ITS MANAGING MEMBER AND
INCITE SOLUTIONS, LLC,
ITS MANAGING MEMBER, AND
WISE CHOICE HOLDINGS, LLC,
ITS MANAGING MEMBER

WITNESSES:

Merry Andrews
Sarah Rutherford
Merry Andrews
Sarah Rutherford

By: _____
Scott Rayner Managing Member for
Incite Solutions, LLC

By: _____
Joseph Bryant, Managing Member for
Wise Choice Holdings, LLC

STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared Scott Rayner, as Managing Member for Incite Solutions, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 12th day of December, 2013.

Merry A. Andrews
Notary Public
My Commission Expires: March 8, 2017
Commission No.: EE 860 697

MERRY A. ANDREWS
NOTARY PUBLIC – STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017

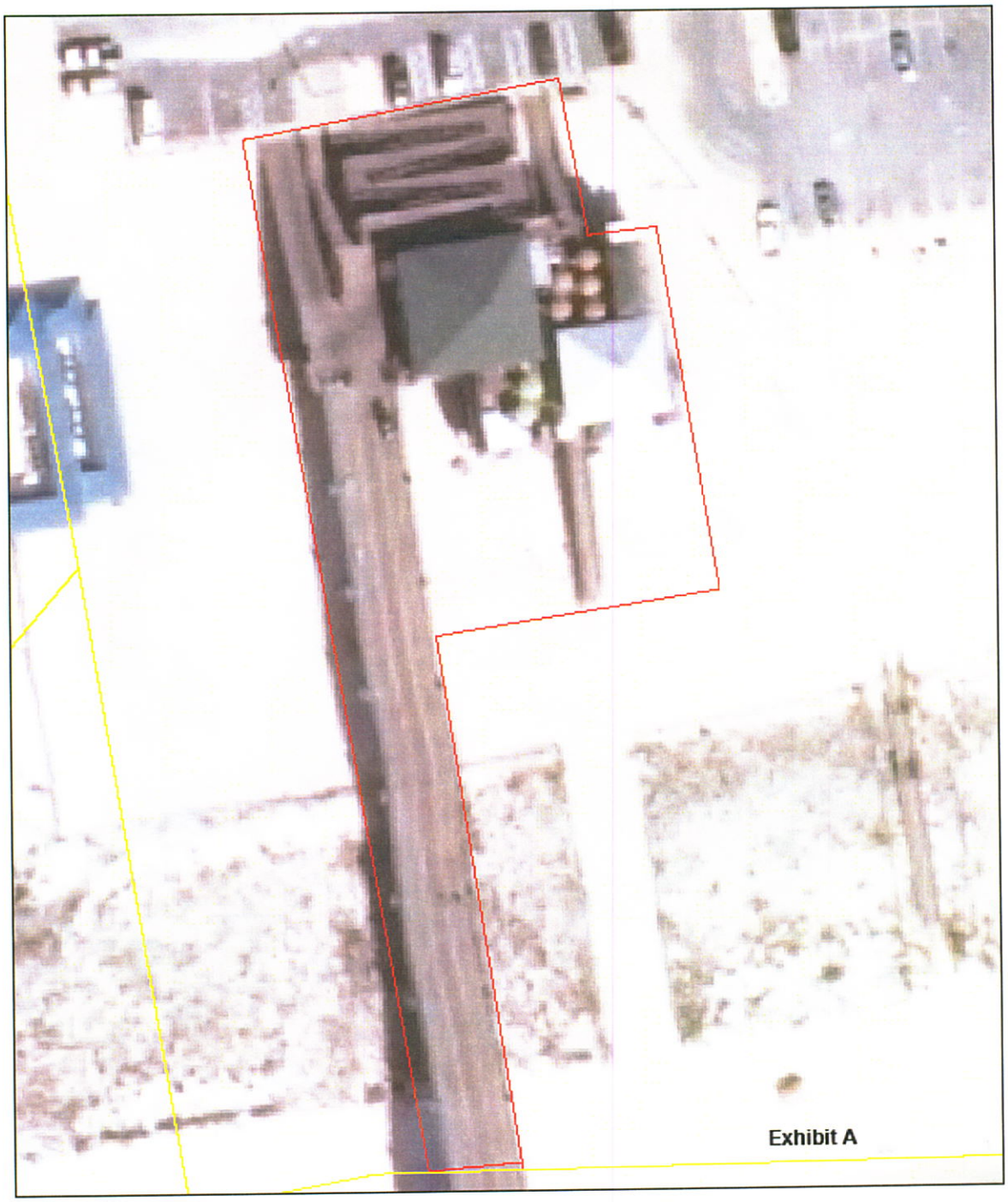
STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared Joseph Bryant, as Managing Member for Wise Choice Holdings, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 12th day of December, 2013.

MERRY A. ANDREWS
NOTARY PUBLIC – STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017

Merry A. Andrews
Notary Public
My Commission Expires: March 8, 2017
Commission No.: EE860697



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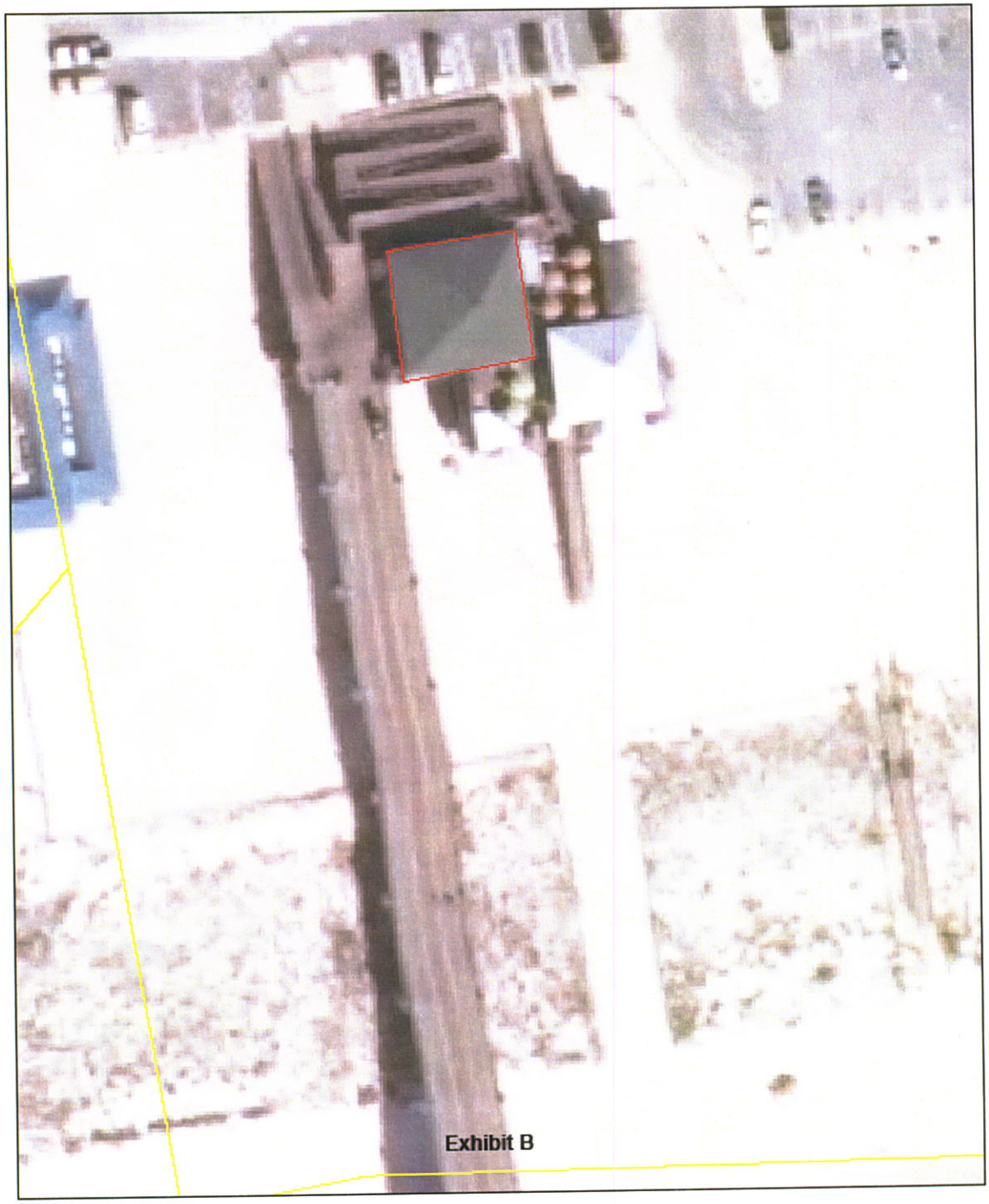

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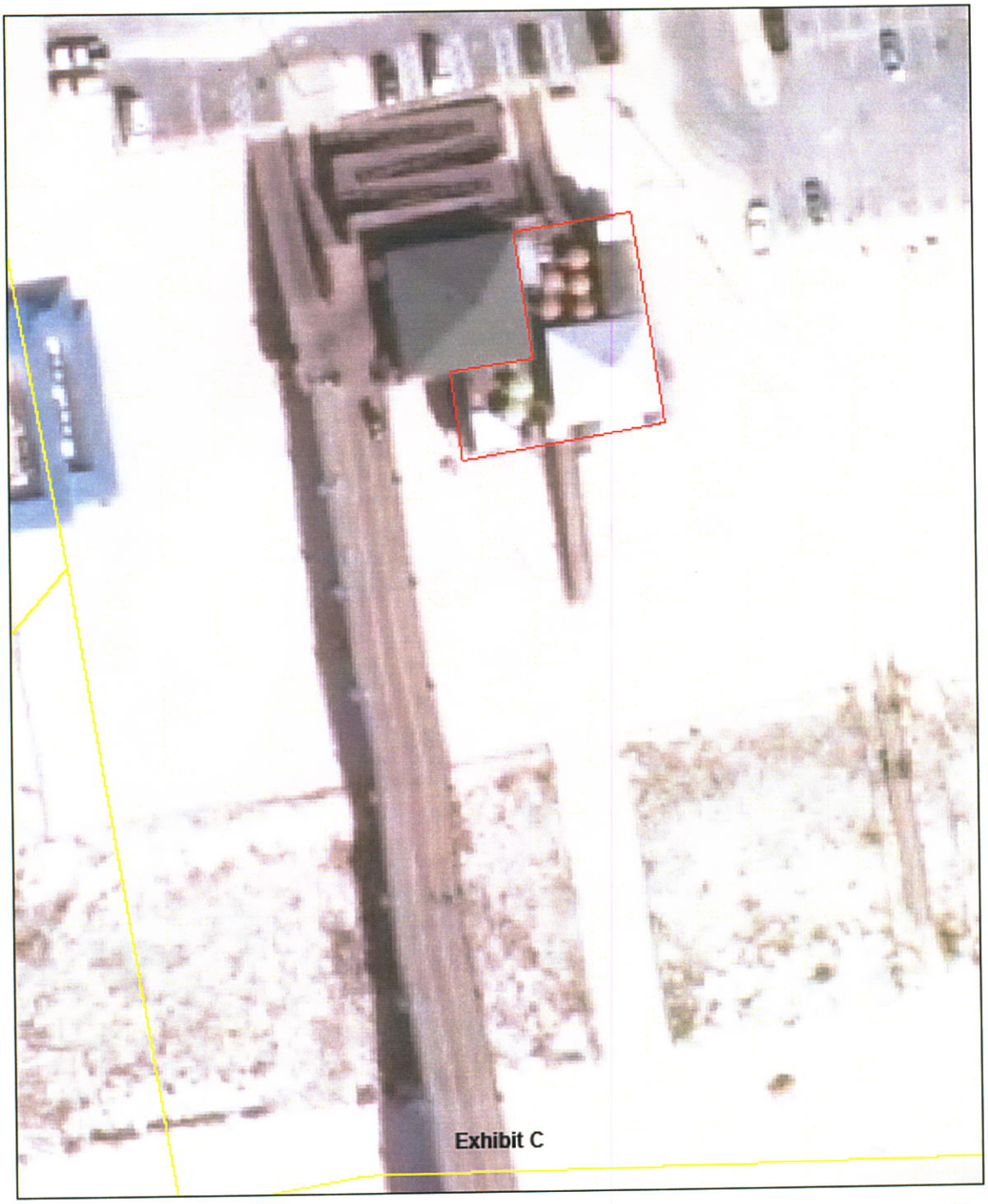

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EXHIBIT D

**SOVEREIGNTY SUBMERGED LAND LEASE
WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA**

**RECORDED IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA
IN O.R. BOOK 2980 PAGE 1612**

EXHIBIT E

FEE SCHEDULE

Navarre Beach Pier Admission

Admission for disabled veterans and mobility & visually impaired is free. The pier has an accessible entrance ramp and 16 handicapped accessible railing locations.

Fishing:
Fishing license included in admission

- $7 adults
- $6 seniors & active duty military
- $4 youth (15 & under)
- 5 & under free

Rod rental and bait available at the pier store.

Walkers:

- $1
- 5 & under free

Weekly Passes:

- Weekly Adult Fishing Pass $45
- Weekly Youth Fishing Pass $25
- Weekly Walking Pass $5

Annual Passes:

- Annual Adult Fishing Pass $150
- Annual Senior Fishing Pass $100 (65 years and older)
- Annual Youth Fishing Pass $75 (Under 16 years old)
- Annual Active Duty Military Fishing Pass $100
- Annual Family Fishing Pass $300 (Immediate family defined as spouse and children)
- Annual Walking Pass $60

Passes can be purchased at the pier store.

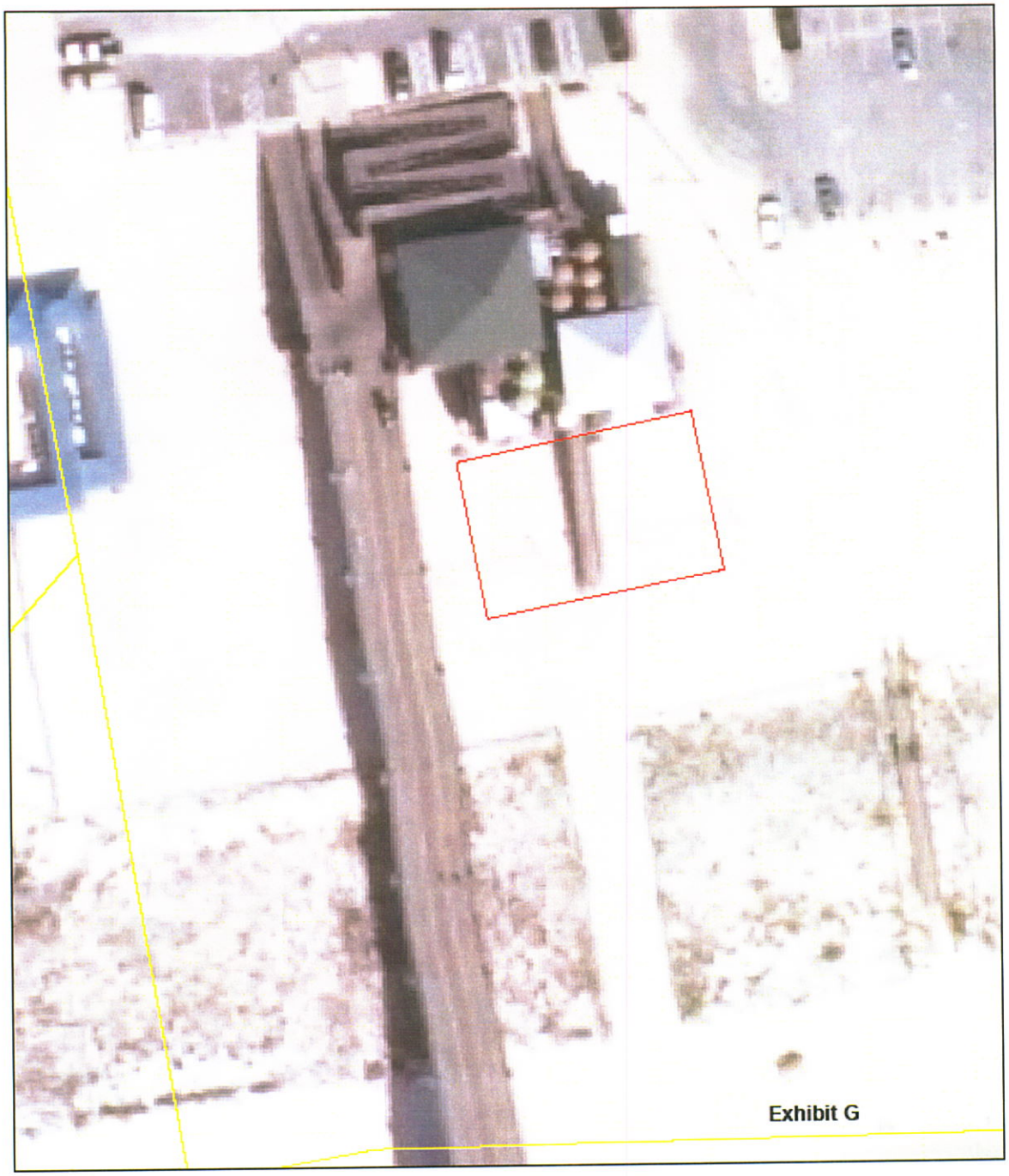
EXHIBIT F

HOURS OF OPERATION

5:00 am to 11:00 pm, Sunday, Monday, Tuesday, Wednesday, Thursday

5:00 am to midnight Friday and Saturday

In the event of a federally-recognized Monday holiday, the Pier may be open until midnight on the preceding Sunday.



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AMENDMENT AND MODIFICATION
TO AGREEMENT FOR OPERATION AND MANAGEMENT
OF NAVARRE BEACH GULF PIER AND CONCESSION

BY THIS AGREEMENT, **SANTA ROSA COUNTY,** whose address is 6495 Caroline Street, Milton, Florida 32570, (hereinafter the "County"), **COASTAL CONCESSIONS, LLC**, a Florida limited liability company, whose address is 2270 Highway 87, Navarre, Florida 32566; **INCITE SOLUTIONS, LLC**, a Florida limited liability company, whose address is 33 Hoffman Drive, Gulf Breeze, Florida 32561; **SCOTT RAYNER**, Individually, whose address is 33 Hoffman Drive, Gulf Breeze, Florida 32561; and, **STEPHANIE J. MADDOX**, Individually, whose address is 7438 Gulf Boulevard, Navarre Florida 32566, (hereinafter the "Contractor") mutually agree as follows:

1. Effective January 1, 2014, the County and TC's Coastal Pier, LLC, a Florida limited liability company, entered in to an Agreement for Operation and Management (hereinafter "2014 Agreement) of Navarre Beach Gulf Pier and Concession.

2. The Agreement was executed on behalf of TC's Coastal Pier, LLC, by Coastal Concession, LLC, its managing member and Incite Solutions, LLC, its managing member and Wise Choice Holdings, LLC, its managing member.

3. The 2014 Agreement provided that no interest greater than 5% could be sold, assigned or transferred by the limited liability company or any of its management entities, without prior written consent of the County.

4. By this Agreement the County consents to the transfer of the interest of TC's Coastal Pier, LLC; Coastal Concessions, LLC; Incite Solutions, LLC; and Wise Choice Holdings, LLC, to Coastal Concession, LLC, a Florida limited liability company; Incite Solutions, LLC, a

Florida limited liability company; Scott Rayner, Individually; and Stephanie Maddox, Individually.

5. Upon execution of this Amendment and Modification the parties mutually release and discharge each other from all claims and obligations accruing or existing prior to the date of this Amendment and Modification.

6. Paragraph 4.c. of Section III of the Agreement is amended to read as follows:

c. Contractor will pay all water and sewer costs associated with the store, restaurant and restrooms, and the electrical costs associated with the store and restaurant. The County will pay electrical costs related to the pier and restrooms.

7. Paragraph 4.g. Section III is amended to read as follows:

g. Contractor will be responsible for hosing the pier daily and as needed.

8. Paragraph 4.h. Section III is created to read as follows:

h. The County will provide all paper products, trash bags and cleaning supplies necessary for the performance of the Contractor's duties as set forth herein.

9. Section IV is amended to read as follow:

A. Pier admission fees. Contractor hereby agrees to collect pier admission fees and to pay to the County all sale receipts for entry to the Navarre Beach Gulf Pier. Admission fees, including the price and availability of annual, weekly or other special passes, shall be as set by County. Contractor shall not waive, reduce or deviate from the County's set fee schedule. A copy of the fee schedule is attached hereby as Exhibit "E," which schedule may be amended by the County from time to time. These fees are not deemed rental but are revenue of the County collected for County by Contractor.

Contractor will prepare deposit slip and enclose cash, checks, deposit slip and report separating cash and checks in locked bank bag. Credit card transactions will be deposited directly to a County account as specified by the County. The locked bank bag will be taken to Santa Rosa County's Navarre Beach office the next business day. A County employee will reconcile report to the deposit slip. Differences will be documented in an email to Contractor for explanation. On the report from Contractor separating cash, checks, and credit cards, each category needs to be initialed/signed by Contractor indicating they have checked it themselves and that the numbers agree to the cash and checks provided. Any differences should be documented by Contractor before the County receives it. Contractor will also need to continue bringing the breakdown of the admissions/gate receipts (family annual pass, day walk, active duty military pass, etc.). Once the Navarre Beach Department has verified the deposit, the Clerk courier will pick up the deposit as he does the Navarre Beach Department's deposit now and take to the bank. Failure to remit fees by the end of the next business day shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for admissions fees. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County. Contractor's system shall permit County remote access to review pier admissions in "real time."

B. Percentage of revenue: In addition to pier admissions, Contractor hereby agrees to remit to County five percent (5%) of gross revenues received by the pier store and the pier restaurant.

Contractor shall remit the previous month's revenue percentage to County on or before the fifteenth (15th) of each month. If not received by the County, at the address designated herein, by the sixteenth (16th) of the month, Contractor shall pay to County a late fee equal to five percent (5%) of the amount due. Failure to remit revenue percentage by the thirtieth (30th) of the month shall be deemed as a major and material default under the terms of this lease.

Contractor shall maintain a separate point-of-sale cash register/electronic accounting control equipment, acceptable to County, to account for sales/revenue. Admission fees must be readily distinguishable from sales associated with the pier store or restaurant. Any and all costs related to the purchase, programming, installation and maintenance of this equipment shall be the sole responsibility of the Contractor. Cash register tapes must be maintained and made available upon demand during the entire term of the contract. Cash register receipts must be offered to each customer immediately after each transaction and sale. No exceptions may be made by the Contractor for these procedures without the written approval of the County. An accounting for each month must accompany Contractor's monthly remittance to County.

10. Contractor may provide rentals in accordance with paragraph III 2(d) within the area depicted in Exhibit H attached hereto, and will remit five percent (5%) of gross revenues to the County.

11. All other terms and provisions of the Agreement for Operation and Management of Navarre Beach Gulf Pier and Concession are hereby ratified, confirmed and republished unchanged and both parties acknowledge and agree to comply with the provisions thereof.

IN WITNESS WHEREOF the undersigned have signed their names and set their seals this 9 day of June, 2016.

ATTEST:

Donald C. Spencer, Clerk of Court

BCC approved June 9, 2016

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

By: _____
Lane Lynchard, Chairman

LESSEE:
COASTAL CONCESSIONS, LLC;
& INCITE SOLUTIONS, LLC;
SCOTT RAYNER; & STEPHANIE MADDOX

WITNESSES:

Printed Name: Wanda C. Pitts

Printed Name: Merry H. Andrews

Printed Name: Wanda C. Pitts

Printed Name: Merry H. Andrews

Printed Name: Wanda C. Pitts

Printed Name: Merry H. Andrews

Printed Name: Wanda C. Pitts

Printed Name: Merry H. Andrews

By: _____
Officer, Managing Member for
COASTAL CONCESSIONS, LLC

By: _____
Owner, Managing Member for
INCITE SOLUTIONS, LLC

By: _____
SCOTT RAYNER, Individually

By: _____
STEPHANIE MADDOX, Individually

STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared _____ as Managing Member for Coastal Concessions, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 9th day of June, 2016.

MERRY A. ANDREWS
NOTARY PUBLIC – STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017

Notary Public
My Commission Expires: March 8, 2017
Commission No.: EE 860 697

STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared Scott Rayner, as Managing Member for Incite Solutions, LLC, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 9th day of June, 2016.

MERRY A. ANDREWS
NOTARY PUBLIC – STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017

Notary Public
My Commission Expires: March 8 2017
Commission No.: EE 860 697

STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared SCOTT RAYNER, Individually, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 9 day of June, 2016.

MERRY A. ANDREWS
NOTARY PUBLIC – STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017

Notary Public
My Commission Expires: March 8 2017
Commission No.: EE 860 697

STATE OF FLORIDA
COUNTY OF SANTA ROSA

BEFORE ME, the undersigned authority, personally appeared STEPHANIE MADDOX, Individually, and who is personally known to me or who has produced _____ as identification and who acknowledged before me that the foregoing instrument was executed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 9th day of June, 2016.

MERRY A. ANDREWS
NOTARY PUBLIC – STATE OF FLORIDA
COMMISSION # EE 860 697
MY COMMISSION EXPIRES MARCH 8, 2017

Notary Public
My Commission Expires: March 8, 2017
Commission No.: EE 860 697

FEE SCHEDULE

Navarre Beach Pier Admission

Admission for disabled veterans and mobility & visually impaired is free. The pier has an accessible entrance ramp and 16 handicapped accessible railing locations.

Fishing:
Fishing license included in admission

- $7 adults
- $6 seniors & active duty military
- $4 youth (15 & under)
- 5 & under free

Rod rental and bait available at the pier store.

Walkers:

- $1
- 5 & under free

Weekly Passes:

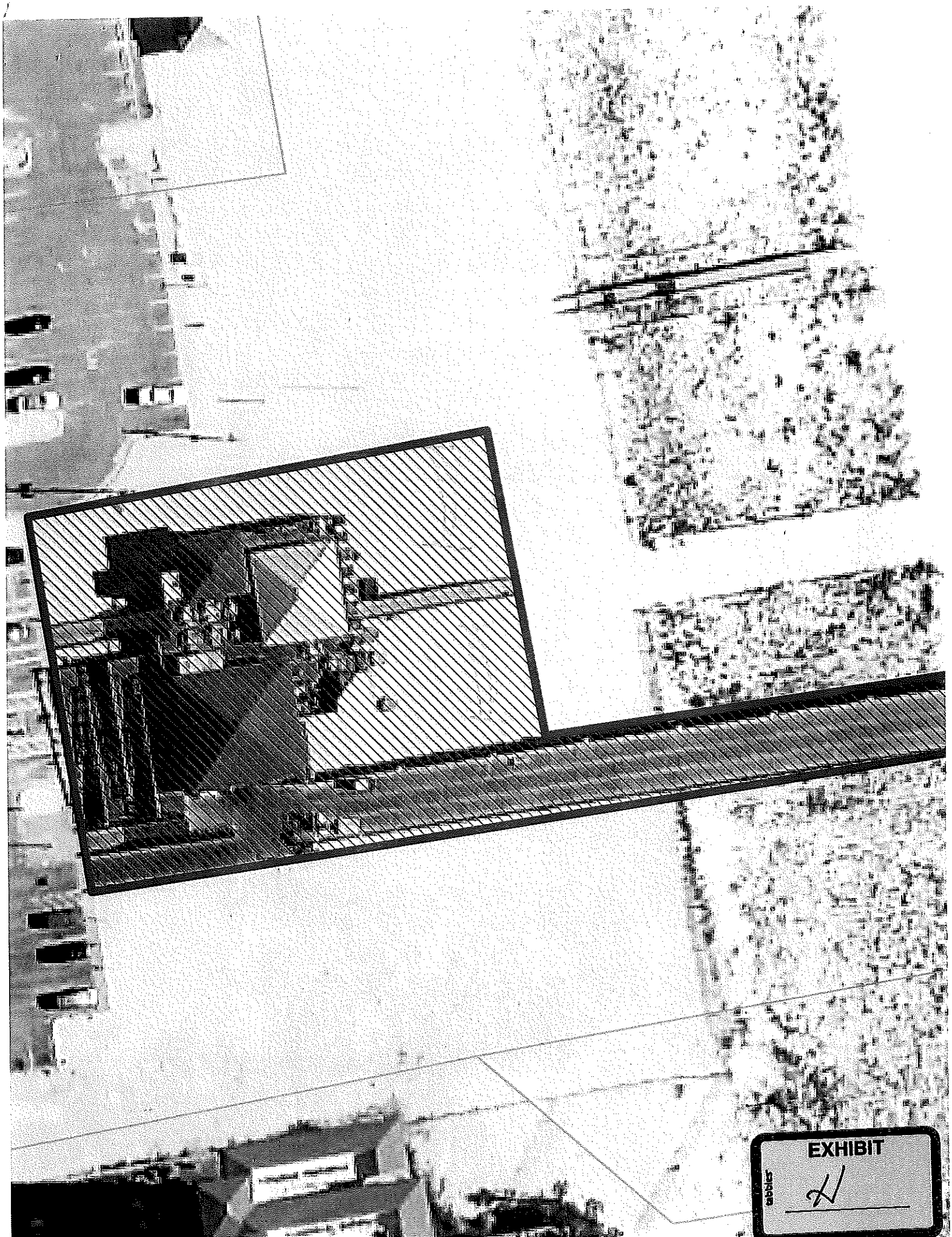
- Weekly Adult Fishing Pass $45
- Weekly Youth Fishing Pass $25
- Weekly Walking Pass $5

Annual Passes:

- Annual Adult Fishing Pass $150
- Annual Senior Fishing Pass $100 (65 years and older)
- Annual Youth Fishing Pass $75 (Under 16 years old)
- Annual Active Duty Military Fishing Pass $100
- Annual Family Fishing Pass $300 (Immediate family defined as spouse and children)
- Annual Walking Pass $60

Passes can be purchased at the pier store.

EXHIBIT
E



EXHIBIT

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