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**Minutes**

**Friday, August 27, 2021**

**9:00 to 11:45 am, via Zoom**

**Opening**

* **Welcome and introductions** - Bob Deyle (See Appendix B, Participants)
* **Agenda review** - Bob Deyle (See Appendix A)

**July 2021 minutes** - Tom Taylor (To be posted on the website)

* Debbie Lightsey made a motion to approve, seconded by Albert Gregory, and passed unanimously

**July 2021 financial report** (Appendix C)- Jim Davis

* There was a motion to approve, that was seconded and passed unanimously.

**State Division of Recreation and Parks plan to turn over tour boat operation at Wakulla Springs State Park to GSM concessionaire** – Deyle [see Concession Agreement Appendix D and Deyle letter to Eric Draper, Appendix E].

These are Bob’s notes:

* I first learned about this plan in a phone call from DRP Director Eric Draper who said he wanted my opinion as a volunteer river boat guide. I followed that conversation with the letter that I attached to the agenda.
* I invited Jake Hines and Warren Poplin to join us this morning to put this in context and respond to questions. Both Jake and Warren were slated to meet with Park Manager, Amy Conyers, on Wednesday and attend the Friends of Wakulla Springs Board meeting on September 1st.
* Wednesday morning Jake Hines informed me that his authorization to attend this meeting had been rescinded. Eric Draper subsequently called me to say that he ordered Jake’s pull back because it is premature to be getting into the details of a contract amendment. He maintained that the concept is still under review and not a foregone conclusion.
* The meeting with Amy Conyers did not happen. The meeting with the Friends Board also may not occur.
* Eric repeated what he had said to me earlier that he does not want to move forward with this if the Friends of Wakulla Springs and other stakeholders are not comfortable with it. I didn’t give that full credence initially, but I do more so now.
* He clarified that the proposal originated within DRP from the staff who manage the concessions in response to his broad directive that they find creative ways to make more use of concessionaires to deliver park services because of insufficient state resources.
* He says that the current operation at Wakulla Springs is unsustainable – Not enough state resources for positions and operating expenses by the park and insufficient revenues to offset costs for the concessionaire.
* He noted that tour boat ticket sales revenues do not go directly back to the park nor can they be immediately accessed by DRP. As I understand it, they go into the State Park Trust, which is earmarked solely to fund the park system, but funds therein have to be appropriated by the Legislature. Eric suggested that moving the tour boat operation to a concession offers a means to capture the proportion of those revenues that do not revert to DRP, i.e. the concessionaire can use those revenues to directly offset the costs of the tour boat operation and maintenance.
* That seems to be a point well taken, but I should think it needs to be assessed against the total costs of operating and maintaining the tour boats which are substantially subsidized by the Friends.
* So stay tuned . . .

Other notes:

* Jim Stevenson also has written a letter.
* Consider impact on rangers now working on the tours.
* The Friends of Wakulla Springs have paid for boat maintenance and gotten grants.
* The core question is whether this further protects Wakulla Springs.
* Silver Springs concessionaire tours have incompetent guides.
* Use the park mission in discussions with Eric Draper.

**Wakulla Springs Wildlife Abundance Trends 1992 - May 2021 Part 1** – Bob Deyle, Monitoring Program Coordinator

* This program was created by Bob Thompson and taken over by Bob Deyle in 2017.
* This is an update of a 2018 report on trends of individual species and total wildlife abundance, short- and long-term from September 1992 to May 2021.
* The full presentation will be available on the WSA website.
* Perturbation Period Trend Analysis:
  + Hydrilla invasion 1992-2000, included limited chemical and mechanical treatment
  + Hydrilla management 2000-2012, intensive mechanical removal and large-scale herbicide treatment with Aquathol; also dieback of other SAV, crayfish kills, agal maps and scouring. manatee influx in 2007
  + Post-Hydrilla Management: 2012-2021, no more Aquathol treatment; substantial reduction in nitrate levels due to Tallahasssee wastewater treatment facility upgrade
* Total animal counts from 1992-2021 show progressive statistical decline.
* Conclusions
  + Decline in overall biological productivity of the ecosystem
  + Consistent with drastic decline in SAV Community and growth of algal mats and bare sediments
  + 14 species declined, 5 increased.
* Total Abundance vs Stream Condition Index (SCI) used by DEP since 2013
  + Based on 10 biological metrics of invertebrate health
  + Wakulla is impaired.
  + There is no correlation between the index and our measure of total animal abundance.
* Q – What about fish? A – We don’t have good fish data. Fish seem to be absent. Bob Thompson has been doing an informal fish survey at the boat dock for several months. There seems to have been some increase. There are more fish-eating birds, especially double-crested cormorants, so there may be fewer fish as a result.
* Q – There have been reductions in vegetation. Our recent SAV survey only found 4 species. The Wacissa is an example of what we should be seeing. Many plants are gone from the Wakulla River, Sally Ward run and Munson Slough.
* Q – The total animal counts per survey measure of abundance is likely influenced by environmental factors beyond the Wakulla River ecosystem because some of the species we see are seasonal migrants. Breeding bird data are available from the US Geological Survey. A – Bob will be sharing some of this information in September.
* Q – How does this compare to nitrate levels? A – We are looking at this and there have been big spikes recently, which have occurred in the past. Nitrate levels vary as you go down river.
* This needs to be considered in the BMAP process.

**Revised letter to Tallahassee City Commission re sewage spill transparency**

Bob’s Comments

* Following the Board’s direction at the July meeting, I consulted with members of the Executive Committee and Terry Ryan in preparing the draft letter that accompanies this agenda.
* Unfortunately Tom Taylor’s word processing software crashed during the last minutes so we did not have the benefit of his notes to guide us other than our collective recognition that the motion directed us to craft a letter focused on the transparency issue.
* I believe Terry wishes to make the case for expanding the scope to address contaminated sites as well as sanitary sewer overflows. So I’d like to invite him to make that pitch and then hear from the rest of you.
* Debbie’s comments regarding the design/style of the letter:
* Length: keep it short and simple. No sentence over 25 words. One and one half pages max with lots of white space. Use of bullet points is always helpful.
* Bring on the Bear: put your request first so if they stop reading quickly they at least know what you want.
* Add explanations and supporting info after the request.
* If you need to supply data or detailed information do it in an attachment - keep in brief too.

Other notes:

* The motion to consider the letter made by Cal Jameson; seconded by Jim Stevenson
* Executive Committee draft letter is attached
* Motion to add bullet to include a quarterly status review of (240) contaminated sites within the City of Tallahassee was made by Terry Ryan, seconded by Albert Gregory and passed unanimously.
* Q – Does the City get reports on the sewer system and sites? A – The city does not have control of sites in the national forest or other areas outside of the city. There haven’t been reports on contaminated sites in the past.

**Springshed and river update -** Cal Jamison

* Wakulla Springs is getting more tannic. Visibility 15’
* Creeks are low flow.
* Water level at the dock has been consistently about 5’ NAVD88 (above mean sea level).
* Collecting water samples for UF at 30 sites. Professor Bowden is coming next week to sample.

**Cave exploration updates** – Chris Werner, WKPP

* Did a dye trace recently that shows connection between Chips’ Hole and another area and found a connection to one site south of Turner Sink but negative in other places.
* This provides possible links.
* Water is too dark to dive now.
* We have permitted activities in the national forest. Doing cleanups. Doing videos and locations to share with USGS and FGS.
* See impressive videos on the WKKP Facebook page. There are enormous caverns.

**Wakulla County golf course purchase proposal** – Deyle

Bob’s notes:

* On August 3rd Wakulla County announced that the County Commission will conduct a public hearing on October 4 to “Consider a Purchase and Sale Agreement for the Acquisition of Certain Real Property and Other Assets Owned by Wildwood Country Club, LLC, for the Combined Use as an Aquifer Recharge Site for Recharge Water from the Otter Creek Wastewater Treatment Plant and to Operate as a Daily Fee Golf Course.”
* I checked in with David Edwards to ask how the golf course will fit into the overall approach for managing treated effluent from the Otter Creek WWTF. Here’s his response:
  + The acquisition of the GC will be the third leg of the stool if you may. We will have the spray field at the Plant, the GC and the Wetland/RIB. The GC cannot handle the full 0.600MGD from an agronomy standpoint so the Wetland/RIB will be needed to take effluent that the GC can’t take and during the winter and rain periods.
  + The spray at the GC will not be put through a wetland and then to irrigation, we just don’t have the acreage needed to accomplish this and have a playable GC.
* I understand from communication with folks in Wakulla County that there remains disagreement with the county’s assessment of the need for the RIB in addition to the golf course.
* Edwards says this will be the third disposal site in addition to the spray field at the plant and the rapid infiltration site. There will be no engineered wetland at the golf course.

**Woodville fish farm update** – Gail Fishman, Deyle

Bob’s notes:

* Gail alerted me to new activity at the Hines fish farm in Woodville. As I mentioned a couple months ago, a substantial pile of used concrete blocks and concrete construction demolition was dumped on the site.
* I’m guessing the owners plan to salvage usable blocks and rebar from these materials.
* Gail observed the installation of wooden supports around the exterior of the cinder block walls. I went by and had a look last week They appear to be fastened at their bases with a piece of rebar insert into the block. Near the top they are secured with L-shaped anchor bolts.

Other comments:

* The site has been inactive for months.
* They have recently installed 4x4s to reinforce the block walls.
* Their FDACS certificate of registration has to be renewed annually.

**City of Tallahassee solar farm herbicide use** – Jim Stevenson

Bob’s notes:

* FDEP DEAR has agreed to conduct analyses of ground water from nearby wells for Roundup (glyphosate)
* They don’t currently have their lab set up to test for the active ingredient in the herbicide mixed with Roundup, i.e. Oust – sulfometuron methyl. However they agreed to investigate the potential for doing so
* Sampling would likely be done before and after the next application which is reportedly done in March or April each year
* Jim has been investigating alternatives to herbicides for vegetation management and learned that several utilities in Florida and elsewhere are using sheep
* On Wednesday, Jim, Bob, and Steve Urse met by Zoom with City Electric Utility Assistant General Manager for Electric System Integrated Planning, David Byrne and his staff to discuss encouraging Origis Services to take a hard look at the sheep alternative
* The city leases the land to Origis who sells shares to investors. City staff said they would research the sheep option further and discuss with Origis.

Other comments:

* Sheep are used in many solar sites to in lieu of herbicides and mowing.
* DEP has identified monitoring wells nearby that can be monitored for herbicides but we will need to know when they make the next application.
* There can be nutrient contributions from sheep. If they only eat grass it may be neutral or it may be more concentrated. Mark Heidecker will talk to them.

**Investigation of emergent marsh distress along upper river** – Deyle

* Knotweed is not currently distressed. Some died and is gone.
* Some water hemlock and pickerel weed still exhibiting some distressed and some growing well.
* Park biologist has collected plant samples to be analyzed at a lab in South Dakota for classes of herbicides.
* Native plants are recolonizing mud flats where the knotweed died.

**Leon County Comprehensive Wastewater Facilities Plan Draft Tasks 1-3 review** – Deyle

Bob’s notes:

* Very few people attended the in-person public meetings the county convened, i.e. 0-2 people per meeting. Terry Ryan and I and a couple other people participated in the virtual meeting on August 17. I subsequently submitted comments on Tasks 2 and 3.
* Task 2 – Cost Effectiveness of Alternative Technologies: I did not have major concerns. Anthony Gaudio and Pam Hall would have been better equipped to provide a critical review.
* Task 3 - Factors Other Than Cost-Effectiveness that Influence Selection of Treatment Technology: This has multiple substantial deficiencies. I submitted written comments on my own behalf, using the required form. If you’d like to see them, let me know.

Other comments:

* Bob Deyle sent a letter pointing out the short comings of the report. Some parts are good.
* Q – What are the next steps? Do we need to talk to commissioners? A – Task 4 is public involvement and Task 5 brings it all together. We will comment on that. The original RFP was modified to add tasks. Bob in concerned and hopefully there will be a revised task 3 report.
* Anthony feels it is not worth fighting because they don’t want to accomplish the initial purposes. We wanted to see the proper technology for each place in the county. The county staff and consultant are dragging their feet in every way possible. They could have used the LAVA studies in the Lombardo report.
* We will request a meeting with staff and the consultant to follow-up on the letter.
* If we don’t get the purpose and methods refocused now it will be too late.
* The task 3 report has a matrix with a pre-determined conclusion that INRBs are the way to go.

**Upcoming meetings and events** – Deyle

* **September 24** – Wakulla Springs Wildlife Abundance Trends 1992 - May 2021 Part 1 – Bob Deyle
* **October 22** – Terry Ryan re sanitary sewer overflow spills and contaminated sites
* **Moving to hybrid meeting format (Zoom and in person)**

**Other business**

**Adjourn**

* Debbie Lightsey made the motion to adjourn, which passed unanimously.

**Appendix A**

**Agenda**

**Friday, August 27, 2021**

**9:00 to 11:45 am, via Zoom**

**9:00 Opening**

* **Welcome and introductions** - Bob Deyle
* **Agenda review** - Bob Deyle

**9:10 July 2021 minutes** - Tom Taylor [attached]

**9:15 July 2021 financial report** [attached]- Jim Davis JS DL

**9:20 State Division of Recreation and Parks plan to turn over tour boat operation at Wakulla Springs State Park to GSM concessionaire** – Deyle

**9:40 Wakulla Springs Wildlife Abundance Trends 1992 - May 2021 Part 1** – Bob Deyle, Monitoring Program Coordinator

**10:10 Revised letter to Tallahassee City Commission re sewage spill transparency** –Executive Committee [attached]

**10:40 What’s new?**

* **Springshed and river update -** Cal Jamison
* **Cave exploration updates** –
  + Andreas Hagberg
  + Chris Werner, WKPP
* **Wakulla County golf course purchase proposal** – Deyle
* **Woodville fish farm update** – Gail Fishman, Deyle
* **What else?**

**10:55 City of Tallahassee solar farm herbicide use** – Jim Stevenson

**11:10 Investigation of emergent marsh distress along upper river** – Deyle

**11:25 Leon County Comprehensive Wastewater Facilities Plan draft Tasks 1-3 review** – Deyle

**11:30 Upcoming meetings and events** – Deyle

* **September 24** – TBA
* **October 22** - TBA
* **Moving to hybrid meeting format (Zoom and in person)**

**11:35 Other business**

**11:45 Adjourn**

**Appendix B**

**8-27-21 WAKULLA SPRINGS Board Meeting Participants**

**\* Indicates those present**

Officers

Robert E. Deyle, Chair \*  
Howard Kessler, Vice-Chair \*  
Tom Taylor, Secretary \*   
Jim Davis, Treasurer

Directors

Gail Fishman \*

Albert Gregory \*  
Rob Gelhardt

Andreas Hagberg \*

Cal Jamison \*  
Brian K. Katz   
Debbie Lightsey \*

Terry Ryan \*

Lindsay Stevens \*  
Jim A. Stevenson \*

Members and Guests

Jodie Cahoon \*

Jim Call \*

George Cavros \*

Kathleen Coates\*

Brett Cyphers \*

Anthony Gaudio \*

Maddie Hart \*

Mark Heidecker \*

Chuck Hess \*

Linda Lee \*

Brian Luipani \*

Johnny Richardson \*

Bob Thompson \*

Paul Thurman \*

Sophie Wacongne \*

Chris Werner \*

Roger \_\_\_\_\_ \*

Dallas \_\_\_\_\_ \*

**Appendix C**

**WAKULLA SPRINGS ALLIANCE  
FINANCIAL REPORT  
FOR THE SEVEN MONTHS ENDED JULY 31, 2021**

**INCOME**

Donations 165.00

Memberships 630.00

795.00

**EXPENSES**

Big Bend Environmental Forum

Florida Corporate Annual Report

Website related  
PayPal Fees - 21.88

Earl Bacon Agency - Insurance 1,089.00

1,110.88

**SURPLUS/(DEFICIT)** (315.88)

**BANK BALANCE - 12/31/2020** 2,664.70

**PAYPAL BALANCE - 12/31/2020** 3,444.57

**TOTAL - 12/31/2020** 6,109.27

**BANK BALANCE - 7/31/2021 PAYPAL BALANCE - 7/31/2021** 5,793.39

**TOTAL - 7/31/2021 5,793.39**

**Appendix D**

# CONCESSION AGREEMENT – AMENDMENT #3

THIS AMENDMENT #3 TO CONCESSION AGREEMENT (“Amendment #3”) is entered into between the State of Florida Department of Environmental Protection (“Department”), an agency of the State of Florida, by and through its Division of Recreation and Parks (“Division”), and Guest Services Management, LLC ("Concessionaire").

**RECITALS**

WHEREAS, on or about April 9, 2018, the Department and Concessionaire entered into a Concession Agreement (DEP Agreement No. CA-2017) (the “Original Concession Agreement”).

WHEREAS, pursuant to the Original Concession Agreement, the Concessionaire agreed to provide certain goods and services at Edward Ball Wakulla Springs State Park (the “Park”), as such goods and services are more particularly described in the Original Concession Agreement.

WHEREAS, the original Concession Agreement was modified by the following amendments entered into by and between the Department and Concessionaire (collectively, the “Amendments”):

|  |  |  |
| --- | --- | --- |
| Document Title | Document Date | Short Reference |
| Concession Agreement – Amendment #1 | dated 10/23/2018 | (“Amendment #1”) |

WHEREAS, the Original Concession Agreement as modified by the Amendments, and all exhibits/attachments referenced therein (collectively, the “Agreement”), is incorporated in this AMENDMENT #3 by reference.

WHEREAS, pursuant to Paragraph 23 of the Agreement, the terms of the Agreement have been reviewed, and the parties wish to modify the terms as set forth in this Amendment #3.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Recitals:

The Recitals are true and correct and are incorporated herein by reference.

2. Modifications to the Agreement:

1. Use of Facilities, Space and Equipment: Paragraph F of the Special Conditions of the Agreement is hereby deleted in its entirety and replaced with the following language:

“ B. Use of Facilities, Space and Equipment. The Department shall provide to the Concessionaire the following facilities, space, and equipment ("Facilities") for use during the Term of the Agreement:

1. Lodge (Building Number BL204002), 30,388 square feet, which includes:
   1. Restaurant
   2. Gift Shop/Soda Fountain
   3. Lobby
   4. Office Space
   5. Upstairs Conference Room
   6. 27 Guest Rooms
   7. Two downstairs meeting rooms
   8. Terrace
   9. Support, storage, and maintenance rooms,
2. Dogwood Pavilion (Building Number BL204003), 1,060 square feet, located 50 yards east of the main lodge building,
3. Laundry Building (Building Number BL204004), 1,920 square feet, located approximately 150 yards south of the main lodge building,
4. Waterfront Ticket Office (Building Number BL204006), 892 square feet, located approximately 100 yards northeast of the main lodge building,
5. Winch Shed (Building Number BL204008), 64 square feet, located approximately 700 yards from the main lodge building,
6. Space in the Warehouse (Building Number BL204007) for the storage of parts and equipment,
7. Use of the boat take-out at the Warehouse,
8. Waterfront Breakroom, 120 square feet, located approximately 110 yards northeast of the main lodge building,
9. Waterfront Shed, 80 square feet, located approximately 110 yards northeast of the main lodge building,
10. Waterfront back patio and boarding ramp,
11. Shared use of the Boat Dock and exit ramp,
12. Gazebo, approximately 100 square feet, located approximately 25 yards east of the main lodge building,
13. HVAC Systems involving well and pumps, located approximately 25 yards west of the main lodge building, as well as additional split units in the Restaurant's kitchen and Terrace,
14. Emergency Generators, located south of the Lodge parking area, powering the lodge and lift station,
15. Lift Station, located south of the Lodge parking area, dedicated to effluent removal from the Lodge,
16. Concession Building (Building Number BL204005), approximately 630 square feet in the center of the bathhouse breezeway and adjacent to the Dogwood Pavilion,
17. Adequate space for storage. Construction of a storage facility, if applicable, shall be completed by the Concessionaire at its sole cost and expense. Specific design and location shall be identified and pre-approved, in writing by the Park Manager.
18. Department owned equipment authorized for use by the Concessionaire and the corresponding DEP Property Numbers shall be identified in Exhibit J of this Agreement,
19. Additional space may be authorized with written pre-approval by the Department or its designee,
20. One designated area ("Site") within the Park, for Concessionaire's installation of a mobile or manufactured home, with parking area and ingress/egress thereto from the Park road - the specific location and configuration of such Site to be preapproved, in writing, by the Department or its designee. The Concessionaire shall be responsible for all costs associated with installation and operation of the mobile or manufactured home, and associated utilities. A Department approved Agreement of Occupancy shall be signed by both the Department and the Concessionaire for the Site prior to the Concessionaire's occupancy of such Site. The Department and the Concessionaire agree that upon execution of such Agreement of Occupancy, the Agreement of Occupancy shall be incorporated in this Agreement by reference as if fully set forth herein. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of such Agreement of Occupancy, the language of the Agreement of Occupancy shall control with respect to the Concessionaire's installation of improvements and occupancy of the Site, and
21. Concessionaire agrees, at the Department's sole discretion and with 90 notice, the Dogwood Pavilion may be removed from the above list of authorized Facilities, Space, and Equipment.

An area map is attached as Exhibit I-2 to this Agreement to illustrate the location of the above listed Facilities. If deemed necessary, the exact location and size of the Facilities shall be clarified, in writing, by the Department or its designee. Concessionaire shall maintain and repair the Facilities pursuant to the maintenance and repair schedule agreed to by and between the Concessionaire and the Department as more particularly detailed in the Repair and Maintenance Plan. Within 30 days of the Concessionaire's commencement of operations under this Agreement, the Concessionaire must submit and finalize the Repair and Maintenance Plan in accordance with the provisions of Exhibit A. The Concessionaire's Repair and Maintenance Plan shall encompass the following:

1. Routine maintenance and repair of the Facilities, including, but not limited to: interior electrical systems, interior plumbing systems; interior drain pipe systems; and interior walls and ceilings;
2. Routine maintenance and repair of interior and exterior components of the three HVAC systems, fire detection systems, emergency generator, lift station, water heater, elevator and other similar systems;
3. Cleaning of all restrooms in the Facilities, excluding Building Number BL204005;
4. Intentional or negligent damage to Facilities caused by the Concessionaire or its customers, which shall be at the Concessionaire's sole cost and expense;
5. Maintenance and repair of Concessionaire's signage; and
6. Nonstructural and/or cosmetic interior improvements to the Facilities, if written pre-approval is obtained by the Department or its designee.

All cleaning, maintenance, and repair supplies (chemicals and compounds) and all insecticides, rodenticides, and herbicides shall be pre-approved by the Department. The Concessionaire shall perform daily removal of litter within 25 feet of the Facilities. The Lodge (Building Number BL204002), the Laundry Building (Building Number BL204004), the Concession Building (Building Number BL204005), and the Pump house (BL204020), in which pumps servicing the Lodge are located, are listed on the National Register of Historic Places as contributing structures to the Wakulla Springs Archaeological & Historic District. The Concessionaire is required to consult with the Florida Division of Historical Resources and the Park, with copies of all communications being provided to the Department, prior to performing any maintenance or repair beyond routine cleaning.

The Department shall be responsible for the repair and, if necessary, replacement of:

1. The major components comprising the HVAC systems (including the air handler units, compressors, fans, blowers, and evaporator coils);
2. The major components comprising the Lodge elevator; and
3. The roofs, exterior walls, internal systems and other structural elements of the facilities, unless such items are part of Concessionaire's capital improvements and the parties mutually agree that the repair and replacement thereof shall be undertaken by Concessionaire and the associated expenses included as part of the Concessionaire's capital improvements (as defined in Paragraph 8 below).

The Concessionaire shall deliver to the Department a written description of any proposed construction and/or alteration of the Facilities. If the Concessionaire obtains written approval by the Department, any such construction/alteration shall comply with this Agreement, and any applicable federal, state, and local laws.

Except for damage caused by Concessionaire's failure to maintain the Facilities pursuant to the Maintenance and Repair Plan, or damage caused by Concessionaire's negligence or intentional acts, Concessionaire shall not be required to expend funds on repair and maintenance of the Facilities beyond the funds then in the Capital Improvement Account, as defined in Exhibit B, Paragraph 8.

Upon a man-made or natural event that requires mandatory or emergency evacuation, Department shall have access to the Facilities for housing and emergency operations at no cost. Department agrees the access does not include no-cost access to goods, merchandise, and food and beverages.”

1. Services Provided: Beginning December 1, 2021, the following language is hereby added to the list of authorized Services in paragraph C of the Agreement:

“8. Interpretive Boat Tours”

1. Compensation: Paragraph F of the Special Conditions of the Agreement is hereby deleted in its entirety and replaced with the following language:

“ F. Compensation. The Concessionaire will pay the Department a monthly fee based on the following schedule:

* 1. Period 1:

From March 14, 2018 through September 30, 2018 (“Period 1”), the Concessionaire will remit a commission equal to two (2%) percent of Total Gross Sales each month, plus the applicable State Use Tax (a percentage of the amount paid to the Department, equal to Florida’s Commercial Rental Tax rate).

* 1. Period 2:

From October 1, 2018 through December 31, 2021 (“Period 2”), the Concessionaire will remit a commission equal to zero (0%) percent of Total Gross Sales each month.

* 1. Period 3:

From January 1, 2022 through February 28, 2033 (“Period 3”), the Concessionaire will remit a commission equal to four (4%) percent of Total Gross Sales each month, plus the applicable State Use Tax (a percentage of the amount paid to the Department, equal to Florida’s Commercial Rental Tax rate).

“Total Gross Sales” means all sales of goods, merchandise, food and beverages, equipment rentals, event management, and other permissible services described in Section C above, generated from the Concessionaire’s Services at or associated with the Park. This includes all sales made or advertised within the Park, advertised on the Concessionaire’s website associated with the Park, transactions conducted through the point of sale and bank accounts utilized by the Concessionaire for its Park operations, and sales generated by subcontractors or related entities whose sales are associated with the Concessionaire’s authorized operations at the Park. Total Gross Sales does not include:

* 1. Sales tax collections,
  2. Gratuities,
  3. Pass through fees, which include:
  4. Park admission fees collected by the Concessionaire on behalf of the Department, and
  5. other fees collected by the Concessionaire on behalf of the Department,
  6. Funds that were collected but have been refunded to the customer, or
  7. The portion of overnight accommodation funds collected that is paid to online reservation companies and travel agents for booking fees of room rentals.

The Concessionaire will account for sales of goods and services and collections of sales tax separately at the point of sale. If the Concessionaire is unable to do this, it will calculate sales tax from gross receipts using a method approved by the Florida Department of Revenue. Any credit card processing fees incurred by the Concessionaire in the collection of revenues that are passed directly to the Department (for example, Park entrance fees) may be deducted from the monthly commission fees paid to the Department.”

1. Monthly revenue reporting. Paragraph 17 of the General Conditions of the Agreement is hereby deleted in its entirety and replaced with the following language:

“ 17. Monthly revenue reporting. The Concessionaire will submit the Monthly Report of

Concessionaire's Total Gross Sales ("Monthly Report" detailed in Exhibit D) to the Park Business Development Section by email to [FPS.Concession@FloridaDEP.gov](mailto:FPS.Concession@FloridaDEP.gov) . The Concessionaire will submit the report(s) to the Park Business Development Section no later than the 15th day of each month following the month the Gross Sales were collected by the Concessionaire. The Concessionaire will await confirmation of the Monthly Payment amount by the Park Business Development Section before submitting payment as detailed in paragraph 18 of this Agreement."

1. Accounting. Paragraph 18 is hereby deleted in its entirety, renumbered to paragraph 19, and replaced with the following language:

“ 19. Accounting. Accounting requirements will be as follows:

1. Minimum Accounting Requirements and Audit Requirements. The

Concessionaire and any subcontractors will document compliance with the Minimum Accounting Requirements detailed in Exhibit C. The Concessionaire and any subcontractors will establish and maintain books, records, and documents directly pertinent to performance under this Agreement according to the Minimum Accounting Requirements and with generally accepted accounting principles. The Department and other appropriate government agencies will have access to all records for audit purposes during the Term of this Agreement and for five years following the Agreement's expiration or termination. The Department will conduct audits at locations and at a frequency determined by the Department or other state agency and communicated to the Concessionaire and any subcontractor. The Concessionaire and any subcontractor will provide materials for the audit at the designated place within 20 days after receiving the Department's or other government agency's notice. In addition, the Department may require the Concessionaire, and any subcontractor, to procure an annual financial audit of the Concessionaire's or subcontractor's operations if the appropriate government agency's audit shows that the Limited Engagement document (prepared pursuant to subsection f, below) shows a gross sales discrepancy of greater than five percent (5%) from such agency's audit. The audit will be conducted by a Certified Public Accountant at the Concessionaire's or subcontractor's expense. The Concessionaire agrees the audit will be conducted in accordance with generally accepted auditing and accounting principles and will be completed within a reasonable time frame, which will not be set at less than 90 days by the Department.

b. Monthly Report of Total Gross Sales. The Concessionaire will provide the Department with a Monthly Report of Concessionaire's Total Gross Sales. This report will include gross sales attributable to all subcontracts and be in the form attached hereto as Exhibit D, as it may be modified by the Department from time to time. Each monthly report will contain the required detail based upon Total Gross Sales for such month by point of sale. The Concessionaire will deliver the report and required payment(s) to the Park Business Development Section by email to [FPS.Concession@FloridaDEP.gov](mailto:FPS.Concession@FloridaDEP.gov) no later than the 15th day of the succeeding month.

c. Annual Profit and Loss Statement. The Concessionaire will provide an Annual Profit and Loss Statement to the Department in the form attached as Exhibit E. The statement will include the results of the Concessionaire's operations for each calendar year or portion thereof. The statement will be delivered to the Park Business Development Section by email to [FPS.Concession@FloridaDEP.gov](mailto:FPS.Concession@FloridaDEP.gov) no later than April 30th of the succeeding calendar year, or within 90 days of the expiration or termination of this Agreement, whichever is sooner.

d. Books of original entry. Both the Monthly Reports of Total Gross Sales and the Annual Profit and Loss Statements will be based on source documents and books of original entry. The Concessionaire will retain books of original entry and source documents for five years, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the five-year retention period, whichever is later. The retention period commences from the date of submission of the last Annual Profit and Loss statement required in Paragraph 18 d. above.

e. Limited Engagement document. If, during any calendar year where this Agreement is effective, the annual Total Gross Sales from the Concessionaire's Services under this Agreement exceed $400,000, the Concessionaire will obtain and submit, at its cost, a limited engagement document, prepared in accordance with the Agreed-Upon Procedures for a Certified Public Accountant specified in Exhibit F. Such limited engagement document will be conducted in accordance with generally accepted auditing and accounting principles. The limited engagement document will be submitted to the Park Business Development Section by email to [FPS.Concession@FloridaDEP.gov](mailto:FPS.Concession@FloridaDEP.gov) no later than June 301h of the following calendar year or within 120 days after the expiration or termination of this Agreement, whichever is sooner.

f. Revenue subject to sales tax. The Concessionaire's revenue is subject to State Use Tax, unless the Concessionaire is exempt from paying tax on commission fees. If it is tax exempt, the Concessionaire will provide the Department with verification of its tax-exempt status by completing the State Use Tax Exempt Certification form attached hereto as Exhibit G. The Concessionaire will provide its completed certification form to the Department at the time it delivers the executed Agreement to the Department.

g. Purchasing card industry ("PCI"). The Concessionaire will be responsible, at Concessionaire's cost, for complying with the PCI Data Security Standards ("PC I DSS"), which include a set of comprehensive requirements for enhancing payment account data security. The PCI DSS standards can be found at the PCI Security Standards Council website <https://www.pcisecuritystandards.org/> . The Concessionaire may obtain additional information through the Florida Department of Financial Services ("DFS"), which coordinates the State of Florida's efforts directly with the PCI Security Standards Council. Prior to beginning operations, the Concessionaire will ensure that the required data security measures are in place by submitting a completed Self­ Assessment Questionnaire ("SAO") to the Department. The Concessionaire will submit an updated SAO to the Park Business Development Section by email to [FPS.Concession@FloridaDEP.gov](mailto:FPS.Concession@FloridaDEP.gov) annually on the anniversary of the Agreement commencement date. The SAO can be found on the PCI DSS website listed above. During the term of this Agreement, it will be the Concessionaire's responsibility to be apprised of any amendment to or update of the PCI DSS. The Concessionaire, at its cost, is required to modify its annual SAQ to comply with the most current version of the PCI DSS."

1. Monthly fee payment. A new paragraph 18 is hereby inserted with the following language:

“ 18. Monthly fee payment. The Concessionaire will submit the monthly commission fee, plus the State Use Tax and any other fees or payments due (“Monthly Payment”) through the Park Manager. The Concessionaire will submit the funds to the Park Manager no later than the 20th day of each month following the month the Gross Sales were collected by the Concessionaire. The Department will assess a late fee in the amount of 1% of the current amount due for each day the Monthly Payment is late. The Department may waive the late fee based on documented circumstances beyond the Concessionaire’s reasonable control. If the Concessionaire fails to submit the Monthly Payment and accumulated late fees within 30 days of the normal monthly payment deadline, the Department may either suspend the Concessionaire’s performance of Services under this Agreement until the Department receives full payment or terminate this Agreement for cause and begin procedures to collect the Security Deposit. When the Department completes a system for accepting electronic payments from concessionaires, the Concessionaire agrees to use the system for making or delivering its monthly payments to the Department. Concessionaire’s agreement to use the system is contingent upon there being no fee or a nominal fee to use the system. “

1. Public records. Paragraph 19 is hereby renumbered to paragraph 20.
2. No vested real property right; Violation of grant terms. Paragraph 20 is hereby renumbered to paragraph 21.
3. Termination. Paragraph 21 is hereby renumbered to paragraph 22.
4. Equipment and other tangible property. Paragraph 22 is hereby renumbered to paragraph 23.
5. Review of terms. Paragraph 23 is hereby renumbered to paragraph 24.
6. Insurance coverage. Paragraph 24 of the General Conditions of the Agreement is hereby renumbered to paragraph 25, deleted in its entirety and replaced with the following language:

“ 25. Insurance coverage. The Concessionaire's failure to comply with any part of the

insurance requirements is considered a material breach and will be cause for termination by the

Department. All insurance policies will name the Florida Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") as Additional Named Insureds for the entire Term of the Agreement, including all extensions, if any. The Concessionaire may not begin Services under this Agreement prior to compliance with these insurance requirements. Compliance with these requirements does not relieve the Concessionaire of liability under any portion of this Agreement. All insurance obtained by the Concessionaire in accordance with this Agreement will include a Hold Harmless Agreement in favor of the Department and the Board of Trustees. All insurance policies will include the DEP Agreement No. on the certificate. The Concessionaire will submit insurance policy certificates to the Park Business Development Section by email to [FPS.Concession@FloridaDEP.gov](mailto:FPS.Concession@FloridaDEP.gov) and will list the Park Manager's name, Edward Ball Wakulla Springs State Park, and mailing address, as listed in Paragraph G of the Special Conditions of this Agreement, as the insurance policy certificate holder. All insurance policies will be with insurers licensed or eligible to do business in the State of Florida. The Concessionaire's current certificate of insurance will contain a provision that the insurance will not be canceled for any reason except after 30 days prior written notice to the Department or its designee, except for nonpayment of insurance premium, which will be handled in accordance with Florida law. The Concessionaire will provide evidence of its current insurance coverage to the Department prior to beginning any activity permitted by this Agreement. All required insurance policies will remain in full force and effect throughout the term of this Agreement. Evidence of all policy renewals will be provided to the Park Business Development Section by email to [FPS.Concession@FloridaDEP.gov](mailto:FPS.Concession@FloridaDEP.gov) , at the time of every renewal of the policy and prior to any extension of this Agreement. The Department reserves the right to request copies of insurance policies for examination and copying at any time during the Term of the Agreement. Required per occurrence and aggregate loss limits for insurance coverage of the Concessionaire's services under this Agreement will not be subject to dilution or reduction by any other insurable loss or interest of the Concessionaire under the policy. Any releases required by the Concessionaire'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 will also release the Department and the Board of Trustees, in addition to the Concessionaire, and must

be pre-approved in writing by the Department. If, at any time, the Department deems it necessary, the Concessionaire will obtain liability waivers signed by members of the public. Waivers seeking parents' or guardians' signature on behalf of a minor will comply with the form requirements set forth in Section 7 44.301, Florida Statutes.

The Concessionaire will secure and maintain the following types of insurance covering its operations under this Agreement:

a. Liability. The Concessionaire will secure and maintain Commercial General

Liability insurance, including bodily injury, property damage, personal and advertising injury,

coverage for factors relevant to the Concessionaire's business, personal and property damage, and provide coverage for contents of the Facilities and space, including additional products,

services, and expansion of the Concessionaire's Services. Insurance coverage must include

coverage for all claims that may arise from the Services and operations provided under this

Agreement, whether such Services and operations are by the Concessionaire or someone directly or indirectly employed by the Concessionaire. The minimum limits of liability will be $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automotive. The Concessionaire will secure and maintain Commercial

Automobile Liability insurance for company-owned vehicles and for hired and non-owned vehicles that are used to conduct business and provide Services. For these vehicles, the Concessionaire will have a minimum combined single limit of $1,000,000. Commercial Automobile Liability insurance coverage may be provided as either vehicle specific coverage or as a coverage for the business use as a rider on the Concessionaire's general liability insurance policy.

c. Other as needed. The Department may require other insurance under this

Agreement for the unique operations, recreations, or facilities provided and any unique hazards arising from them. Examples include liability for the operation of vessels, water sports, operation of other motorized vehicles, and diving and snorkeling. The Concessionaire must provide its own insurance for boat hulls, building contents, theft, vehicle comprehensive, and any other applicable insurance. The Concessionaire understands the State's insurance does not cover the

Concessionaire's personal property or business losses in the Park. The Concessionaire is

advised to thoroughly research its insurance needs prior to executing this Agreement.

d. Workers' Compensation. The Concessionaire will maintain Workers'

Compensation insurance for all of its employees for the duration of this Agreement. The

Concessionaire will provide evidence of the coverage to the Department prior to starting Services under this Agreement. The self-insurance program or insurance coverage will comply fully with the Florida Workers' Compensation Law and the Merchant Marine Act of 1920 (P.L. 66-261), commonly known as the Jones Act, including any subsequent amendments or conditions. If any employees engaged in work under this Agreement are not protected under Workers' Compensation statutes, the Concessionaire will provide adequate insurance, satisfactory to the Department, for the protection of its non-covered employees."

1. Risk in operation. Paragraph 25 is hereby renumbered to paragraph 26.
2. Force majeure event. Paragraph 26 is hereby renumbered to paragraph 27.
3. Waiver in light of force majeure event. Paragraph 27 is hereby renumbered to paragraph 28.
4. Natural and cultural resources. Paragraph 28 is hereby renumbered to paragraph 29.
5. Recyclables or biodegradable materials. Paragraph 29 is hereby renumbered to paragraph 30.
6. Works for hire. Paragraph 30 is hereby renumbered to paragraph 31.
7. Federal, state, and local laws. Paragraph 31 is hereby renumbered to paragraph 32.
8. Civil Rights Act. Paragraph 32 is hereby renumbered to paragraph 33.
9. Unauthorized aliens. Paragraph 33 is hereby renumbered to paragraph 34.
10. E-Verify Employment Eligibility Verification. Paragraph 34 is hereby renumbered to paragraph 35.
11. Sexual predator and offender check. Paragraph 35 of the General Conditions of the Agreement is hereby renumbered to paragraph 36, deleted in its entirety and replaced with the following language:

“ 36. Sexual predator and offender investigation. The Concessionaire will not employ within the Park any person who is listed on either the sexual predator or sexual offender list maintained by the Florida Department of Law Enforcement (“FDLE”) or maintained by the U.S. Department of Justice’s Dru Sjodin National Sex Offender Public Website (“NSOPW”).

1. The Concessionaire will conduct a sexual predator and sexual offender investigation on all employees and subcontractors prior to executing this Agreement. The Concessionaire will conduct a sexual predator and sexual offender investigation on all employees and subcontractors hired subsequent to execution of this Agreement. The Concessionaire will keep a copy of its investigation records in the Concessionaire’s personnel files and have those files available to the Department during the Concessionaire’s regular office hours.
2. At the Department’s election, the Concessionaire will at its sole cost and expense, conduct criminal and civil, and sexual predator and sexual offender background investigations on all officers prior to executing this Agreement. The Concessionaire will at its sole cost and expense, conduct criminal and civil and sexual predator and sexual offender background investigations on all officers elected, hired or otherwise taking office subsequent to execution of this Agreement. All background investigations of the Concessionaire’s officers required under the provisions of this paragraph will be conducted by an independent third-party entity and the Concessionaire will authorize the investigating entity to release the investigation results directly to the Park Business Development Section by email to [FPS.Concessions@DEP.State.FL.US](mailto:FPS.Concessions@DEP.State.FL.US).
3. If the Concessionaire or any subcontractor employs a sexual predator or sexual offender or fails to perform the required research of the FDLE list or the NSOPW, the Department may immediately terminate this Agreement for cause.
4. The Concessionaire will be responsible for including all of the provisions of this paragraph in all subcontracts entered into under this Agreement.”
5. Public Entity Crime; Convicted Vendor. Paragraph 36 is hereby renumbered to paragraph 37.
6. Indemnification. Paragraph 37 is hereby renumbered to paragraph 38.
7. State of Florida Department of Environmental Protection employees act in representative capacity. Paragraph 38 is hereby renumbered to paragraph 39.
8. Appropriation by Legislature. Paragraph 39 is hereby renumbered to paragraph 40.
9. Limitation of damages. Paragraph 40 is hereby renumbered to paragraph 41.
10. Delivered under laws of Florida and action brought in Leon County. Paragraph 41 is hereby renumbered to paragraph 42.
11. Delay and failure to exercise right will not impair right. Paragraph 42 is hereby renumbered to paragraph 43.
12. No interest given to any third party. Paragraph 43 is hereby renumbered to paragraph 44.
13. Bona fide employee. Paragraph 44 is hereby renumbered to paragraph 45.
14. Time is of the essence. Paragraph 45 is hereby renumbered to paragraph 46.
15. Severability. Paragraph 46 is hereby renumbered to paragraph 47.
16. Conflict. Paragraph 47 is hereby renumbered to paragraph 48.
17. Entire agreement. Paragraph 48 is hereby renumbered to paragraph 49.
18. Acceptance of terms per signature. Paragraph 49 is hereby renumbered to paragraph 50.
19. Counterparts; electronic signature. Paragraph 50 is hereby renumbered to paragraph 51.
20. Exhibit A: The following language is hereby incorporated into Exhibit A, Minimum Operational Requirements:

“ H. Guided Eco-Tours

The Concessionaire will provide Guided Eco-Tours at authorized areas of the Park. Guided Eco-Tours will be offered according to the following:

* + - 1. The Concessionaire will obtain written approval from the Department prior to establishing or modifying authorized tour routes.
      2. The number of tours per day and passengers per tour will be pre-approved, in writing, by the Department.
      3. If at any time during the Term of this Agreement the Department determines Interpretive-Tours are unsafe or detrimental to the Park’s resources, the Concessionaire will discontinue Interpretive Tours immediately upon written notification by Department.
      4. Interpretive narratives will be consistent with the Florida Park Service mission and pre-approved, in writing, by the Department.
      5. Boat Tour requirements:
         1. Number of vessels, types of vessels, shore points, routes, trip frequency, total number of trips per day, fees and schedule will be pre-approved, in writing, by the Department.
         2. Boat Tours will be provided by means of safe, comfortable, well maintained, Department-approved watercraft compatible with the launching and docking facilities provided at the Park.
         3. The Concessionaire will not change the vessels or the number of vessels without receiving written pre-approval from the Department. Any vessels approved by the Department for operations under this Agreement will comply with the terms and conditions of this Agreement.
         4. The Concessionaire will obtain the Park Manager's written approval prior to placing vehicles, vessels, and rental equipment in use. The Department’s approval of equipment will be based on public safety, resource protection, design and capacity of the vehicle or equipment, compatibility with other activities, compliance with the Americans with Disabilities Act (“ADA”), and aesthetic factors, such as compatible colors.
         5. The Concessionaire and the vessel operator are liable for any damage to the Concessionaire’s vessels or adjacent vessels if those vessels are improperly secured to the Park’s docks. It will be the Concessionaire’s responsibility to protect the Concessionaire’s vessels during inclement weather. The Concessionaire will be responsible for compliance with the Division’s Emergency Action Component (“EAC”).
         6. The Concessionaire’s vessel operators and other Boat Tour staff are prohibited from receiving cash tips or gratuities in exchange for providing Boat Tours.
         7. The Concessionaire will cooperate with the Park Manager or their designee to provide opportunities, to the greatest extent possible, for park volunteers to conduct Boat Tours.
         8. The authorization to conduct Boat Tours shall not preclude the Department or the Park’s Citizen Support Organization from conducting special events and fund-raising activities, including placing donation boxes and associated signage, within the authorized facilities and aboard the authorized vessels.”

1. Exhibit B: Paragraph 8 of Exhibit B is hereby deleted in its entirety and replaced with the following language:

“8. The Concessionaire shall establish a Capital Improvement Account (“CIA”), to create a fund for future capital improvements based on the following schedule:

* 1. Period 1:

From March 14, 2018 through September 30, 2018 (“Period 1”), the Concessionaire will deposit at least one (1%) percent of monthly total gross sales for all operations in the Park into this fund no later than the twentieth (20th) day of the following month.

* 1. Period 2:

From October 1, 2018 through December 31, 2021 (“Period 2”), the Concessionaire will make no deposits into this fund.

* 1. Period 3:

From January 1, 2022 through February 28, 2033 (“Period 3”), the Concessionaire will deposit at least four (4%) percent of monthly total gross sales for all operations in the Park into this fund no later than the twentieth (20th) day of the following month.

Disbursements from the CIA shall require pre-approval, in writing, from the Department or its Designee. Disbursement decisions shall be made jointly by the Concessionaire and the Department or its designee. CIA funds shall not be used for routine maintenance, but shall be used for major capital repairs, replacements, or improvements. All funds in the CIA shall be expended on or before the expiration date of the renewal or extension. Upon Termination or expiration of this agreement for any reason, any remaining funds in the CIA shall be forfeited by the Concessionaire and remitted to the Department and the CIA shall be closed with a zero balance.”

1. Exhibit J: The additional inventory listed below is hereby incorporated into Exhibit J, Department-owned inventory:

|  |  |  |
| --- | --- | --- |
| DEP Property Number: | Quantity: | Equipment Description: |
| 00070109 | 1 | Cruise Boat “Alligator” |
| 00070110 | 1 | Cruise Boat “Limpkin” |
| 00070111 | 1 | Cruise Boat “Heron” |
| 00070112 | 1 | Cruise Boat “Big D” |
| 00070113 | 1 | Glass Bottom Boat “Henry” |

3. Ratification:

Except as modified by this Amendment #3, the Agreement remains in full force and effect and is hereby ratified and confirmed. This AMENDMENT #3 shall be attached to and incorporated into the Agreement. In the event of a conflict between the Agreement and this Amendment #3, this AMENDMENT #3 shall control. Henceforth, the term “Agreement” shall mean the Agreement as further amended by this Amendment #3.

4. Merger:

The Agreement constitutes the entire agreement between the parties with respect to the Concessionaire’s services at or within the Parks, and integrates all understandings and agreements between the parties, whether oral or written, with respect thereto. The Agreement supersedes any prior agreement regarding the Concessionaire’s services at or within the Parks and may not be modified except by written instrument signed by both the Department and the Concessionaire.

5. Execution in Counterparts:

This AMENDMENT #3 may be executed in two identical counterparts, each of which shall be deemed an original. The two, executed, identical counterparts shall constitute this Amendment #3. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Any party transmitting an electronic signature shall provide the inked original thereof to the receiving party, at the receiving party’s request.

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WHEREFORE, the parties hereto have caused this AMENDMENT #3 to be executed as of the day and year last set forth below.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Guest Services Management, LLC | | |  | STATE OF FLORIDA DEPARTMENT OF  ENVIRONMENTAL PROTECTION | | | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | Manager | |  |  | Secretary’s signature or designee | | |
| Douglas Verner | | |  | Printed Name: | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | | |  | Division of Recreation and Parks | | | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | Date: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | Manager | |  |  | | | |
| Gerard Gabrys | | |  |  | | | |
| Date: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | | | |
|  | | |  |  | | | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | | | |
|  | Manager | |  |  | | | |
| Daniel Stolzfus | | |  |  | | | |
| Date: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | | | |
|  | | |  |  | | | |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | | | |
|  | Manager | |  |  | | | |
| Nico Foris | | |  |  | | | |
| Date: | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | | | |
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**Exhibit I-2**

Area Map

Map

Description automatically generated

1. Lodge (Building Number BL204002), 30,388 square feet, which includes:
   1. Restaurant
   2. Gift Shop/Soda Fountain
   3. Lobby
   4. Office Space
   5. Upstairs Conference Room
   6. 27 Guest Rooms
   7. Two downstairs meeting rooms
   8. Terrace
   9. Support, storage, and maintenance rooms,
2. Dogwood Pavilion (Building Number BL204003), 1,060 square feet, located 50 yards east of the main lodge building,
3. Laundry Building (Building Number BL204004), 1,920 square feet, located approximately 150 yards south of the main lodge building,
4. Waterfront Ticket Office (Building Number BL204006), 892 square feet, located approximately 100 yards northeast of the main lodge building,
5. Winch Shed (Building Number BL204008), 64 square feet, located approximately 700 yards from the main lodge building,
6. Space in the Warehouse (Building Number BL204007) for the storage of parts and equipment,
7. Use of the boat take-out at the Warehouse,
8. Waterfront Breakroom, 120 square feet, located approximately 110 yards northeast of the main lodge building,
9. Waterfront Shed, 80 square feet, located approximately 110 yards northeast of the main lodge building,
10. Waterfront back patio and boarding ramp,
11. Shared use of the Boat Dock and exit ramp,
12. Gazebo, approximately 100 square feet, located approximately 25 yards east of the main lodge building,
13. HVAC Systems involving well and pumps, located approximately 25 yards west of the main lodge building, as well as additional split units in the Restaurant's kitchen and Terrace,
14. Emergency Generators, located south of the Lodge parking area, powering the lodge and lift station,
15. Lift Station, located south of the Lodge parking area, dedicated to effluent removal from the Lodge,
16. Concession Building (Building Number BL204005), approximately 630 square feet in the center of the bathhouse breezeway and adjacent to the Dogwood Pavilion,
17. Adequate space for storage (not pictured). Construction of a storage facility, if applicable, shall be completed by the Concessionaire at its sole cost and expense. Specific design and location shall be identified and pre-approved, in writing by the Park Manager.
18. Department owned equipment authorized for use by the Concessionaire (not pictured) and the corresponding DEP Property Numbers shall be identified in Exhibit J of this Agreement,
19. Additional space (not pictured) may be authorized with written pre-approval by the Department or its designee,
20. One designated area ("Site") within the Park, for Concessionaire's installation of a mobile or manufactured home (not pictured), with parking area and ingress/egress thereto from the Park road - the specific location and configuration of such Site to be preapproved, in writing, by the Department or its designee. The Concessionaire shall be responsible for all costs associated with installation and operation of the mobile or manufactured home, and associated utilities. A Department approved Agreement of Occupancy shall be signed by both the Department and the Concessionaire for the Site prior to the Concessionaire's occupancy of such Site. The Department and the Concessionaire agree that upon execution of such Agreement of Occupancy, the Agreement of Occupancy shall be incorporated in this Agreement by reference as if fully set forth herein. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of such Agreement of Occupancy, the language of the Agreement of Occupancy shall control with respect to the Concessionaire's installation of improvements and occupancy of the Site, and
21. Concessionaire agrees, at the Department's sole discretion and with 90 notice, the Dogwood Pavilion may be removed from the above list of authorized Facilities, Space, and Equipment.

**Appendix E**

**Letter from Bob Deyle to Eric Draper**

Mr. Eric Draper, Director  
Division of Recreation and Parks  
Florida Department of Environmental Protection 3500 Commonwealth Blvd.  
Tallahassee, FL 32399

Dear Eric:

Thank you for contacting me on August 4th regarding your assessment of the merits of handing over operation of the spring and river boat tours at Wakulla Springs to a for-profit concessionaire. As I indicated when we talked, I have serious concerns about the impact on the quality of visitor experiences. I’ve thought about it more since we talked and have additional concerns based on my experience as a volunteer river boat tour guide for seven years, as coordinator of the park’s volunteer weekly wildlife monitoring program, and as the project manager of several research projects previously conducted at the spring.

Conducting river boat tours at Wakulla Springs State Park is much more than driving a boat around a two-mile loop for 45 minutes and pointing out the critters. I believe the tours are the keystone to fulfilling the park’s mission “to provide resource-based recreation while preserving, interpreting, and restoring natural and cultural resources” and that handing over that responsibility to a for-profit concessionaire could seriously compromise attaining that mission.

• Visitor experience – I’m very concerned that turning over tour boat operation to a concessionaire could significantly degrade visitor experience. I have taken the concessionaire- operated Silver River tour at Silver Springs State Park with my wife and daughter. We were dismayed by the mostly canned, limited, and sometimes inaccurate commentary offered by the tour guide.

In the absence of a visitors’ center, the river boat tours are the primary means for introducing first-time visitors to and educating them about the uniqueness of Wakulla Springs and its world- class waters and ecosystem. The spring and river comprise a dynamic ecosystem that requires deep knowledge to be effectively interpreted for visitors. Not only does the mix of species change with the seasons, so too does their behavior. Visitors want to know more than “what kind of bird is that?” or “what’s the temperature of the spring?” They want to know “why do anhingas dry their wings?” and “how long can a manatee hold its breath?” “Do alligators harm the manatees?” “How can pied-billed grebes eat whole crayfish?” “How old are the cypress trees?” They are fascinated by explanations of what the animals eat and their nesting and mating behavior. They want to know about the hydrogeology of the spring: “How did the spring form?” “Where does all the water come from?”

Visitors return regularly, not only from the immediate area, but from other parts of the U.S. and other countries. Many have observed the dramatic changes to the spring and river ecosystem that have occurred over the past 30 to 40 years: “Why is the water dark most of the time now?” “What happened to the eelgrass?” “Where have all the fish gone?” “Why are there so few winter ducks and nesting osprey now?” “Why are there more manatee here this winter than the last few years?” “What effects will sea level rise have on the spring and river?” Park management has made a concerted effort to provide continuing education for river boat tour guides as the ecosystem changes and as new research sheds light on what is happening so that park staff and volunteers are equipped to respond to these interests and concerns.

One other important quality of the park’s approach to river tour guiding is encouraging each staff member and volunteer to develop their own style. Visitors appreciate the diversity. Some who stay at the lodge make a point of taking multiple tours with different guides during their stay.

I’m not confident that a for-profit concessionaire would hire guides who are as knowledgeable as current rangers and park specialists, especially those who have been at the park for many years, nor am I confident that a concessionaire would provide adequate initial training and continuing education.

• Other special educational programs – River tour boats and the currently functional glass-bottom boat piloted by park staff and volunteers are frequently used for special education programs.

o The park’s LIFE program, which provides hands-on environmental science experiences for middle school children from Wakulla County, includes a river ecosystem component aboard one of the river tour boats.

o Park staff and volunteers have offered special science-based spring and river tours for graduate student and law student classes from FSU, UF, and other colleges and universities.

o Park staff and volunteers conduct special cultural and natural resource programs sponsored by the Friends of Wakulla Springs that provide both unique public education opportunities and revenues for Friends programs that support the park.

Experienced and knowledgeable staff and volunteer guides are key to the success of these programs.

• Spring and river ecosystem reconnaissance – Thinking more about this concept, I also am very concerned about the negative impact that privatizing the tours would have on the park’s capacity to preserve and restore the spring and river ecosystem. Rangers, park specialists, and volunteers who conduct regular tours provide critical intelligence about the condition of the ecosystem. Daily manatee counts compiled by tour boat operators provide important data on this federally listed threatened species. Tour boat operators who know the ecosystem also have provided the first warnings of recent troubling changes to plants and animals:

o the demise of the bulrushes that anchor the island at the tour boat turn around and the ongoing disintegration of that marsh habitat that provides nesting and cover for least bitterns, pied-billed grebes, and common gallinule, among other species;

o recent declines in bream and other small fish that are an essential component of the diet of many bird species some of which, such as anhingas, are showing signs of decline;

o the recent as-yet unexplained abrupt die-off of emergent plant species (knotweed, water hemlock, and pickerel weed) that comprise critical habitat for a number of species

The other principal sources of intelligence on the state of the spring and river ecosystem, other than water quality monitoring conducted by FDEP and USGS, are the park’s weekly wildlife monitoring conducted by volunteers and periodic research conducted by university and non- profit organization scientists. The weekly wildlife monitoring is conducted using one of the river tour boats piloted by a volunteer or a park staff member, and the park has provided similar access for a number of research projects. How willing would a for-profit concessionaire be to make such non-revenue-generating uses of the boats and boat operators?

* Volunteer tour guides – While providing river boat tours has been one of the most rewarding and enjoyable things I have done, it requires a good deal of effort and energy to conduct four tours a day. Wakulla Park staff and administration are extraordinarily appreciative of their volunteers, more so than any other organization with which I have been associated. I get thanked every single day I work at the park, not just by administrative staff, but by rangers as well. I frankly would be surprised to be treated as well by a concessionaire, and I’m not sure I’d be willing to work on a volunteer basis for a for-profit business.
* Park staff tour guides – I believe that one of the great benefits of having park rangers and park specialists conduct tours is the opportunity for the public to interact with them. The river tours are the principal opportunity for such experiences at Wakulla Springs. I know from talking with rangers that these opportunities are often the highlight of their workdays. For visitors, the tours offer a chance to get to know a ranger and appreciate the services they provide to the public.

I think I heard you say that it might be possible to keep rangers involved as tour guides. If GSI’s management of tour reservations and ticket sales during the pandemic is any indication of their capacity to coordinate with park staff, I can’t imagine how it would be feasible to integrate park rangers into a tour operation managed by the concessionaire given the dynamics of park staffing and the necessity to move staff around to deal with contingencies on any given day, e.g. sick employee, park emergency, need to offer additional boat tours because of extremely high demand, etc.

Park specialists also conduct river tours on a regular basis bringing additional knowledge and skills to the visitor experience. Divorcing the tour boat operation from park operations would likely sacrifice their contributions to the park’s interpretive programming.

* Boat refurbishment and maintenance – I’m concerned that a concessionaire may not have the motivation or the capital to make sorely needed improvements to the tour boats. Over the seven years I have been operating tour boats I have witnessed the progressive degradation of the power systems despite the continued efforts of park maintenance staff to keep both the electric and gas engines operating. It has been several years since all four river boats have had consistent fully operational power systems. As you may know, volunteers with the Friends of Wakulla Springs have devoted a huge amount of time and effort to work with park management to develop a logistical plan and capital fund raising strategy for repairing and refurbishing the river tour boats and their power systems. Their preliminary rough estimate, based on a review they procured from a maritime consultant, is that it will cost on the order of $25,000 per vessel for new power systems, as well as $18,000 for a trailer to haul the boats to a maritime repair facility, and an additional $15,000 to $30,000 per year for a comprehensive maintenance program that assures that the boats meet applicable standards and regulations. Other repairs and improvements also may be needed.
* Tour accessibility- I've had numerous visitors tell me that buying a ticket for a Wakulla River tour ($8 per adult/$5 for child over 3) is one of the best recreational expenditures they have ever made. It's undeniably a great deal for our national and international tourists, but it's also accessible for many who could not afford the prices charged for somewhat comparable experiences at other parks, e.g. the Silver Springs spring and river tour at $12 per adult/$11 for children over age 6. It seems inevitable that a for-profit concessionaire would raise tour prices, especially if they were to undertake the needed capital improvements to the boats and associated facilities. Doing so likely will price out members of our local community and reduce the diversity of people who can afford to enjoy the tours at Wakulla Springs. I can't see how it would make fiscal sense to turn the tour boat operation over to a for-profit concessionaire and forego the capital-raising capacity of the Friends of Wakulla Springs and their huge commitments of time and other resources.

I'm sure that park management has much deeper knowledge than I of the ramifications of turning over the tour boat operation to a private-sector, for-profit concessionaire. I trust that you are consulting with them and availing yourself of their experience and insights.

Please keep me apprised of your thinking. If you do decide to move forward with this, I'd like to request a briefing for the Wakulla Springs Alliance Board, which I chair. Several of the possible impacts I have described intersect the Alliance's mission to ``conserve, restore, and protect the ecological health of the Wakulla Springs and River."

Sincerely,

Robert E. Deyle

Professor Emeritus Florida State University

cc: Amy Conyers, Manager, Wakulla Springs State Park

Julie Harrington, President, Friends of Wakulla Springs

**Appendix F**

**Draft Letter to Tallahassee City Commission re Sewage Spill Transparency**

Dear Mayor Dailey/Commissioner X:

The Wakulla Springs Alliance recognizes and appreciates the substantial efforts that are underway to address the causes of sanitary sewer raw sewage overflows from the city’s sewage collection network including the environmental management system for proactive evaluation and maintenance of the sanitary sewer collection system; the public education program on the effects of fats, roots, rags, oil, and grease; the enhanced collection system inspection and maintenance programs; and the collection system rehabilitation capital improvement program.

The Alliance Board shares the concerns of the Tallahassee Sewage and Wakulla Basin Advocacy Group and other members of our community with the lack of readily accessible public information provided by the City of Tallahassee concerning Florida Department of Environmental Protection consent orders resulting from raw sewage overflows from the city’s sanitary sewer system. When such overflows enter surface waters that drain into our karst lakes, such as Lake Lafayette and Lake Munson, they add to the burden of nitrogen pollution that continues to impair the water quality of Wakulla Spring and the upper Wakulla River.

To provide more transparency to citizens of Tallahassee and others who value the environmental and recreational values of the Wakulla Spring and River ecosystem, we urge the City Commission to direct staff to include the following on the Commission’s consent agendas:

* all new or amended DEP consent orders concerning sanitary sewer overflows
* all consent order status reports to DEP.

We believe it is important to keep both our elected officials and citizens regularly apprised of both the status of the city’s efforts mitigate the causes of sanitary sewer overflows and any new or amended consent orders that may be imposed by DEP for such overflows.

Sincerely,

Robert E. Deyle, Chair

cc: City Manager Reese Goad

Whoever it is that oversees sanitary sewer collection system