

AGREEMENT FOR CONCESSION SERVICES

THIS AGREEMENT is made this ____ day of _____, 2021, between **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 76 North Sixth Street, DeFuniak Springs, Florida 32433, the "County", and **SOUTH WALTON BEACH SERVICE ASSOCIATION**, a Florida not for profit corporation, whose address is 4042 East County Highway 30A, Unit C, Santa Rosa Beach, Florida 32459, the "Concessionaire".

RECITALS

WHEREAS, the County agrees to grant the privilege of providing the visitor services described more fully herein within the boundaries of the Walton County Regional and Neighborhood (100' or greater) Beach Accesses ("Beach") listed in the Scope of Services attached hereto as **Exhibit A**, to Concessionaire;

WHEREAS, the Concessionaire agrees to accept the responsibility of providing such visitor services at the Beach in strict accordance with the Scope of Services set forth in **Exhibit A**, Walton County Code of Ordinances Chapter 22 and all applicable federal, state and local laws, rules, regulations, and ordinances;

WHEREAS, the Concessionaire agrees not to interfere with the daily operations of the Walton County Code Compliance (WCCC).

NOW THEREFORE, in consideration of the promises and the mutual covenants and conditions contained in this Agreement, the County and the Concessionaire agree as follows.

SECTION 1. COUNTY'S RESPONSIBILITY.

Except as provided in the Scope of Services, the County's responsibilities are to furnish required information and services and render approvals and decisions as necessary for the orderly progress of Concessionaire's services. The County hereby designates the WCCC or his designee to act on the County's behalf with respect to the Scope of Services. The Director shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Concessionaire's services.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be effective March 6, 2021 through October 31, 2021, with the option to renew for additional periods of ONE (1) year each at the sole discretion of the County subject to all terms, conditions, and provisions contained herein.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners February 16, 2021.

SECTION 3. REMITTANCE.

Concessionaire shall remit to County THREE AND 00/100THS DOLLARS (\$3.00) per set, per day rented throughout the term of this Agreement. A set is defined as 1 or 2 chairs with an umbrella. Payment, along with the completed Monthly Vendor Sales Report attached hereto as Exhibit C, is due on the 10th day of each month for the previous month in which fees were collected and shall be made by check payable to the Walton County Board of County Commissioners, and mailed or hand delivered to Walton County Code Compliance, whose address is 46 Coastal Centre Boulevard, Santa Rosa Beach, Florida 32459. Payments not received within 10 days of the due date will be subject to a FIFTY AND 00/100THS DOLLARS (\$50.00) late fee.

SECTION 4. DOCUMENTS.

The documents which comprise this Agreement between the County and the Concessionaire are:

- A. This Agreement;
- B. The Scope of Services attached hereto as **Exhibit A**;
- C. Maps and Property Specifications of Regional Beach Accesses attached hereto as **Exhibit B**;
- D. Monthly Vendor Sales Report attached hereto as **Exhibit C**; and
- E. Walton County Beach Activities Ordinance, Ordinance No. 2021-_____.

SECTION 5. EQUAL OPPORTUNITY EMPLOYMENT.

In connection with the work to be performed under this Agreement, Concessionaire agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 6. E-VERIFY

Concessionaire utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed by the Concessionaire during the term of the Agreement to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Concessionaire to perform work pursuant to the Agreement.

SECTION 7. PROHIBITION AGAINST CONTINGENCY FEES.

Concessionaire warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Concessionaire to solicit or secure this Agreement and that Concessionaire has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Concessionaire, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability.

SECTION 8. PUBLIC ENTITY CRIMES.

The Concessionaire confirms that, as of the execution date of this Agreement, neither the Concessionaire nor any of its officers, directors, executives, partners,

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Approved by the Board of County Commissioners February 16, 2021.

shareholders, employees, members, and agents (as applicable) who are active in the management of the Concessionaire, have been placed on the convicted vendor list maintained by the State of Florida following a conviction for a Public Entity Crime or on any similar list maintained by any other state or the federal government. "Public Entity" means the State of Florida, any of its Counties or agencies, or any political subdivision. "Public Entity Crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any Public Entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. A person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, among other things, may not be awarded work nor perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity; and may not transact business with any Public Entity in excess of a specified threshold amount for a period of 36 months following the date of being placed on the convicted vendor list.

The Concessionaire must notify the County within 30 days after any conviction of a Public Entity Crime applicable to the Concessionaire, its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Concessionaire, or any affiliates of the Concessionaire. In such event, this Agreement is voidable.

SECTION 9. INSURANCE.

A. The Concessionaire shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, including errors and omissions coverage if applicable, and other insurance as is appropriate for the services being performed hereunder by Concessionaire, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. **Worker's Compensation.** Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws unless Contractor provides a current Florida Workers Compensation exemption certificate. In addition, the policy must include the following:
 - a. **Employer's Liability** with a minimum limit per accident in accordance with statutory requirements.
 - b. **Notice of Cancellation and/or Restriction.** The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.
2. **Comprehensive General Liability.** Coverage must include:
 - a. **\$1,000,000.00 combined limit per occurrence** for bodily injury, personal injury and property damage.
 - b. **Contractual coverage** applicable to this specific contract, including any hold harmless and/or indemnification agreement.

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c. Additional Insured. County is to be specifically included as an additional insured.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

a. \$300,000 combined single limit per accident for bodily injury and property damage.

b. Owned Vehicles

c. Hired and Non-Owned Vehicles

d. Employee Non-Ownership

e. Additional Insured. County is to be specifically included as an additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

4. Professional Liability Coverage must include:

a. Minimum limits of \$1,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, error and omissions.

b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide County with ten (10) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

B. Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Concessionaire except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interests arising from any contract agreement between County and Concessionaire. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished ten (10) days prior to the date of their expiration.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class V in accordance with the most current Best's rating. Concessionaire shall provide the County with financial information concerning any self insurance fund insuring Concessionaire. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

D. The purchase of any of the above-referenced insurance policies shall not release the Concessionaire from any obligation, warranty or guarantee requisite under this Agreement.

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E. Any risk of loss of completed work or work in progress on the Project, equipment and material stored on or off the Project Site or in transit shall be borne by the Concessionaire through the date of final completion of the Project.

SECTION 10. TERMINATION OF AGREEMENT BY THE COUNTY.

This Agreement may be terminated by the County, with or without cause, or with or without prior written notice. If this Agreement is so terminated, Concessionaire shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination. The Concessionaire agrees to save and hold the County harmless from the assertion of claims of any kind, administrative action, damages, attorney's fees, or causes of action whatsoever arising from such termination.

SECTION 11. PUBLIC ACCESS.

A. Concessionaire shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the Concessionaire shall (1) keep and maintain public records required by the public agency to perform the service; (2) upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Concessionaire does not transfer the records to the public agency; and (4) upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Concessionaire or keep and maintain public records required by the public agency to perform the service. If the Concessionaire transfers all public records to the public agency upon completion of the contract, the Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of this contract, the Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

B. IF CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONCESSIONAIRE SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Genara Roop, Records Management Liaison Officer
161 E. Sloss Avenue
DeFuniak Springs, Florida 32433
850-892-8110
roogenara@co.walton.fl.us

C. In the event the County must initiate litigation against Concessionaire in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation

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filed against the County because Concessionaire failed to provide access to public records responsive to a public record request, County shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

SECTION 12. RECORDS.

The Concessionaire shall maintain records, and the County shall have inspection and audit rights as follows:

A. Maintenance of Records: The Concessionaire shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Agreement.

B. Examination of records: The County or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time, and place.

Records which relate to any litigation, appeals, or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

SECTION 13. AUDIT AND SITE VISIT REQUIREMENTS.

Concessionaire must maintain proper financial records and provide full access to County upon request. Such records shall be made available to the County and include, but not be limited to, the following documents:

- A. Revenue and expense reports
- B. Florida State Sales Tax Returns
- C. Federal Payroll Tax Returns
- D. Any recorded ledgers
- E. Personnel records
- F. Contracts with sub-contractors and suppliers

SECTION 14. PENALTIES FOR NON-COMPLIANCE.

Concessionaire shall comply with all Walton County codes and ordinances and the terms of this Agreement. Failure to comply with all Walton County codes and ordinances and the terms of this Agreement will result in fines based upon the following fine schedule and may result in termination of Agreement. The WCCC shall promptly notify Concessionaire in writing of any suspected noncompliance with Walton County codes and ordinances or the terms of this Agreement. Fines shall be due to Walton County within 30 days of the date of notification of noncompliance.

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Approved by the Board of County Commissioners February 16, 2021.

FINE SCHEDULE

Non-compliance of
Walton County Codes and Ordinances

Fines shall be assessed in accordance with Walton County Resolution No. 2021-____, as may be amended from time to time.

Non-compliance with
Terms of Agreement

1st infraction – warning
2nd infraction - \$500.00 fine
3rd and subsequent infractions
- \$1,000.00 fine

SECTION 15. CONTROLLING LAW AND ATTORNEY FEES.

A. This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Walton County, Florida.

B. Should Walton County take any action to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, including, but not limited to, litigation, then all reasonable litigation and collection expenses, witness fees, expert witness fees, court costs and reasonable attorneys' fees shall be paid to Walton County by the Concessionaire.

SECTION 16. SUCCESSORS AND ASSIGNS.

The County and Concessionaire bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the County nor Concessionaire shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION 17. EXTENT OF AGREEMENT.

A. This Agreement represents the entire and integrated agreement between the County and Concessionaire and supersedes all prior negotiations, representations or agreement, either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

SECTION 18. INDEMNIFICATION OF THE COUNTY.

Concessionaire shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Concessionaire and other persons employed or utilized by the Concessionaire, in the performance of the contract. The Concessionaire shall not indemnify or hold harmless the County for any liabilities, damages, losses, or costs caused solely by the negligence of the County, its employees, officers, directors, or agents. Nothing herein is intended to serve as a waiver of sovereign immunity by County to which sovereign immunity applies. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners February 16, 2021.

SECTION 19. INDEPENDENT CONSULTANT.

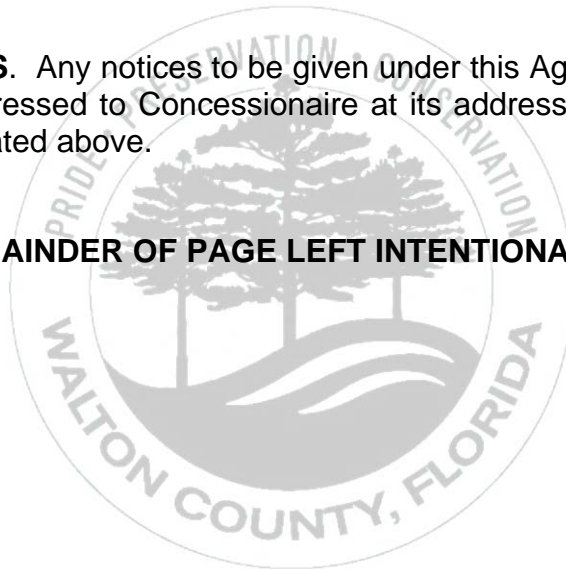
Neither the County nor any of its employees shall have any control over the conduct of Concessionaire or any of Concessionaire's employees, except as herein set forth, and Concessionaire expressly warrants not to represent at any time or in any manner that Concessionaire or any of Concessionaire's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Concessionaire is, and shall at all times remain as to the County, a wholly independent consultant and that Concessionaire's obligations to the County are solely as prescribed by this Agreement.

SECTION 20. SEVERABILITY.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 21. NOTICES. Any notices to be given under this Agreement shall be given by United States Mail, addressed to Concessionaire at its address stated above, and to the County at its address stated above.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

WALTON COUNTY, FLORIDA

Alex Alford, Clerk of Circuit Court
And County Comptroller

By: _____
Trey Nick, Chair
Board of County Commissioners

Date: _____

Approved For Form:

Sidney N. Noyes, County Attorney
Walton County, Florida

SOUTH WALTON BEACH SERVICE ASSOCIATION

By: _____

Date: _____

STATE OF FLORIDA:
COUNTY OF WALTON:

Acknowledged and subscribed before me the undersigned notary by means of physical presence or online notarization on _____, 2021, by _____, the _____ (insert title) of South Walton Beach Service Association with legal corporate authority, and who is known to me or has produced identification of: _____.

Notary Public

EXHIBIT A

Managed Vendor Program Master Concession Agreement - Scope of Services

The South Walton Beach Services Association will provide all labor, material, equipment, and supervision to manage beach equipment rentals on select Walton County Regional Beach Accesses. Scope of services to include:

1. Regional and Neighborhood (100' or greater) Beach Access locations
 - a. Inlet Beach Regional Beach Access
 - b. Ed Walline Regional Beach Access
 - c. Grayton Beach Neighborhood Beach Access
 - d. Santa Clara Regional Beach Access
 - e. Van Ness Butler Regional Beach Access
 - f. Blue Mountain Beach Regional Beach Access
 - g. Gulfview Heights Regional Beach Access
 - h. Fort Panic Regional Beach Access
 - i. Dune Allen Regional Beach Access
 - j. Scenic Gulf Drive Regional Beach Access
 - k. S Walton Lakeshore Dr Neighborhood Beach Access
 - l. Wall Street Neighborhood Beach Access
 - m. Walton Dunes Neighborhood Beach Access
 - n. One Seagrove Neighborhood Beach Access
 - o. Dothan/Andalusia/Greenwood/Headland Neighborhood Beach Access
 - p. Gardenia/Camelia/Azalea/Holly Neighborhood Beach Access
 - q. Hwy 395/Nightcap/Live Oak/Hickory Neighborhood Beach Access
 - r. Spooky Lane to Shellseekers Cove Neighborhood Beach Access
 - s. West Allen Loop Neighborhood Beach Access
2. Dates of Operation
 - a. March 6, 2021 through October 31, 2021
3. Days/Hours of operation
 - a. 7 days per week
 - b. Vending operational hours - 8:00am to 5:00pm
 - c. Attendant hours - 7:45am to 5:00pm
4. SWBSA Employees/Attendant standards
 - a. Professional uniform w/ identifying SWBSA Logo
 - i. Shirt
 - ii. Pants or shorts w/ minimum of 6" inseam
 - b. Polite, Professional, Courteous attitude and demeanor – contracted agent of Walton County

5. Attendants on duty
 - i. Minimum one attendant on duty during operational hours. 30-minute lunch break allowed for beach accesses with less than 40 total set-ups maximum allowed.
 - ii. Attendants as required to provide expected level of service (LOS), but not less than 1 attendant per 40 sets (1 set = 1 or 2 chairs, 1 umbrella) of daily rentals
6. Communication device(s)
 - i. Cellular phone w/ connectivity to internet and capable to receive phone calls, text messages, and email.
 - ii. Appropriate battery life to allow for communication/connectivity during attendant hours
7. Work booth and storage facilities/equipment
 - a. Work area
 - i. Umbrella and chair
 - b. Storage
 - i. Typical 4x4x8 boxes, as permitted by municipal code 22-60(d)(6), as amended from time to time. Quantity per site to be determined.
 - ii. Placement per municipal code 22-60 (d)(6)
8. Allowable equipment rentals
 - a. Chairs
 - b. Foot stools
 - c. Umbrellas
9. Equipment standards and set up
 - a. Equipment condition & identification
 - i. All equipment to be in good condition
 1. Canvas intact, no rips, tears, or holes
 2. Wood frames and poles to have complete protective clear coat
 - ii. All equipment to have participating vendor name clearly visible on chairs and umbrellas
 - b. Equipment set up
 - i. General
 1. Set up when customer arrives, break down when customer leaves beach or has vacated chair for 30 minutes.
 2. No speculative set ups
 3. Daily clean-up of beach area (continuously throughout the day)
 - ii. Specific
 1. See Attached Exhibit B for Regional and Neighborhood Beach Accesses

2. Vendor shall maintain reasonable access aisles to the water and shall not congregate set ups in one location.

10. Access to beach area for vendor operations

- a. Vendor access to beach area by boardwalk/dune walkover
- b. No beach driving allowed, unless permission is granted by code compliance

11. Participation by vendors

- a. Provide participation in managed vendor program by all eligible beach equipment vendors meeting the three requirements below:
 - i. Valid Walton County vending permit
 - ii. Signed SWBSA Service Agreement
 - iii. Current on any fees associated with program participation
 - iv. No outstanding citations.
- b. Develop and maintain a Service Agreement for participating vendors that includes the terms and conditions of program participation.
- c. Develop and distribute monthly fee schedule for participating vendors including all costs associated with managing beach equipment rentals for the Walton County Regional and Neighborhood (100' or greater) Beach Accesses for each prior month.
- d. Develop and maintain a beach equipment order form for participating vendors to use to convey their companies daily set up amounts, which shall include the following:
 - i. Required lead time for information to be sent to SWBSA and participating vendors equipment to be stored at select beach access
 - ii. Quantity of beach equipment items to be set up per client
 - iii. Clients name and order number

EXHIBIT B

2021 Managed Vendor Program Recommended Locations

Locations	Actual LF Frontage	Actual LF Depth	Maximum Allowable Sets
RBA			
Inlet Beach RBA	1440	100	468
Santa Clara RBA	140	120	49
Van Ness Butler RBA	127	86	32
Blue Mountain Beach RBA	83	83	21
Gulfview Heights RBA	100	100	30
Ed Walline RBA	204	100	56
Fort Panic RBA	347	103	108
Dune Allen RBA	220	100	67
Scenic Gulf Dr. RBA	360	90	100
Seagrove RBA (not currently part of MVP)	120	100	TBD
NBA			
Grayton Beach NBA	280	175	172
S Walton Lakeshore Dr. NBA	357	140	80
Wall St. NBA	503	155	156
Walton Dunes NBA	380	150	121
One Seagrove NBA	335	110	105
S Dothan, Andalusia, Greenwood & Headland NBA's	1400	120	189
Gardenia, Camellia, Azalea & Holly NBA's	1400	110	162
Hwy 395, Nightcap, Live Oak & Hickory St NBA's	840	130	162
Spooky Ln to Shellseekers Cove NBA's	1050	150	154
West Allen Loop NBA	810	130	238
*Selected NBA accesses have 100 LF frontage or greater and are located on Walton County property.			



Inlet Beach Regional Access

438 S. ORANGE ST.

1440 LF. Frontage

100 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets per row: (LF allows for 10' lifeguard corridor)

$1440 / 10 = 143$ sets

Less access aisles:

$1440 / 60 = 24$ (-1 for last row) = 23 access aisles

$23 \times 8 = 184$ LF. of aisle

$184 / 10 = 18$ sets less (due to aisle space)

$143 - 18 = 125$ maximum sets per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$85 / 16 = 5$ rows deep (Allows for 15' set back from water's edge)

Maximum # of sets for designated beach area:

125 frontage sets x 5 rows deep = 625 maximum sets

Less allowance for General Public = 25%:

$625 \text{ sets} \times 25\% = 157$ sets

$625 \text{ sets} - 157 \text{ sets} = 468$ Maximum allowable sets



Santa Clara Regional Beach Access

3468 E. CO HWY 30A

140 ft. LF. Frontage

120 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets per row: (LF allows for 10' lifeguard corridor)

$130/10 = 13$ sets

Less access aisles:

$140/40 = 3$ (-1 for last row) = 2 access aisles

$2 \times 8 = 16$ LF. of aisle

$16/10 = 2$ set less (due to aisle space)

$13 - 2 = 11$ maximum sets per frontage

Maximum # of sets for beach depth: (allows for 15' corridor at toe of dune)

$105/16 = 6$ rows deep

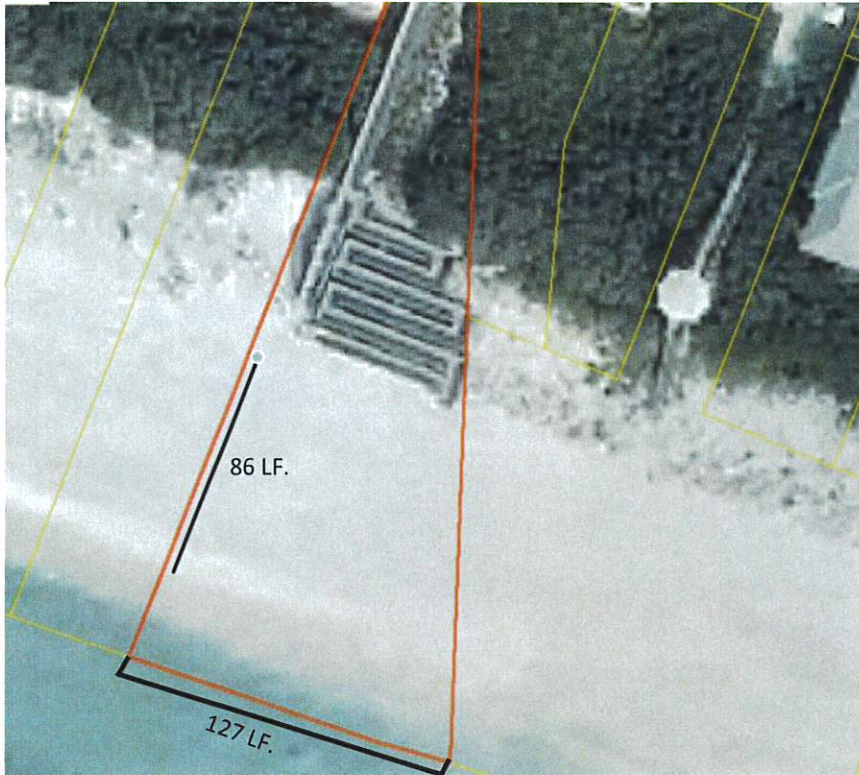
Maximum # of sets for designated beach area:

11 frontage sets x 6 rows = 66 sets

Less allowance for General Public

66 sets x 25% = 17 sets

66 - 17 = **49 maximum allowable sets**



Van Ness Butler Regional Beach Access

1931 E. CO HWY 30A

127 LF. Frontage

86 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on frontage

Maximum # of sets: (LF allows for 10' lifeguard corridor)

$117/10 = 11$ sets

Less access aisles:

$127/40 = 3$ (-1 for last row) = 2 access aisles

$2 \times 8 = 16$ lf of access aisle

$16/10 = 2$ less sets (due to aisle space)

$11-2= 9$ maximum sets frontage

Maximum # of sets for beach depth:(Allows for 15' clear corridor at toe of dune)

$71/16 = 4$ rows deep

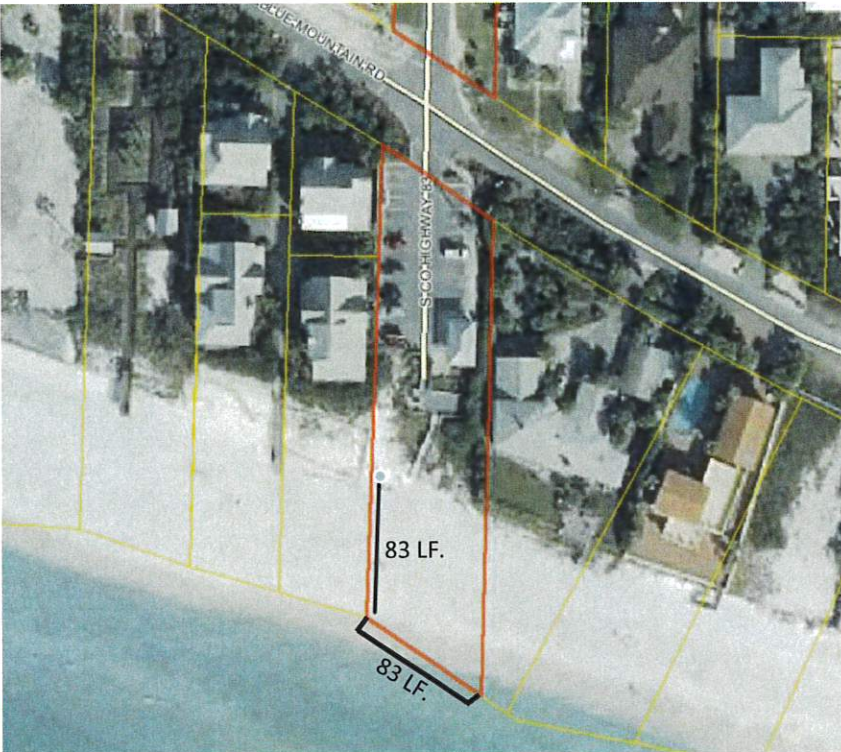
Maximum total # of sets:

9 frontage sets x 4 rows deep = 36 maximum sets

Less allowance for General Public = 10%:

$36 \times 10\% = 4$ sets

36 sets - 4 sets = **32 maximum allowable sets**



Blue Mountain Beach Regional Access

2365 S. CO HWY. 83

83 LF. Frontage

83 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets for beach frontage: (LF allows for 10' lifeguard corridor)

$73/10 = 7$ sets

Access aisles:

$83/40 = 2$ (-1 for last row) = 1 access aisle

$1 \times 8 = 8$ LF. of aisle

$8/10 = 1$ set less (due to aisle space)

7 sets—1 set = 6 sets maximum per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$68/16 = 4$ rows deep

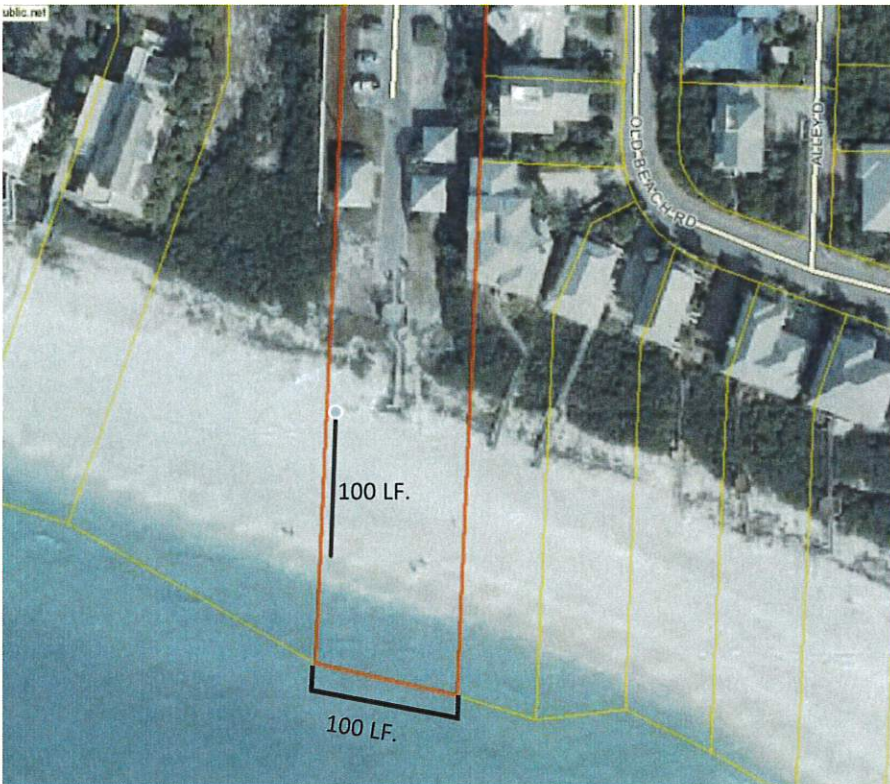
Maximum # of sets for designated beach area:

6 frontage sets x 4 rows deep = 24 maximum sets

Less allowance for General Public = 10%:

$24 \text{ set} \times 10\% = 3$

24 sets—3 sets = **21 maximum allowable sets**



Gulfview Heights Regional Beach Access

186 GULFVIEW HEIGHTS ST.

100 LF. Frontage

100 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets for beach frontage: (LF allows for 10' lifeguard corridor)

$90/10 = 9$ sets

Access aisles:

$100/40 = 2$ (-1 for last row) = 1 access aisle

$2-1 = 1$

$1 \times 8 = 8$ LF. of aisle

$8/10 = 1$ sets lost (due to aisle space)

9 sets—1 set = 8 sets maximum per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$85/16 = 5$ rows deep

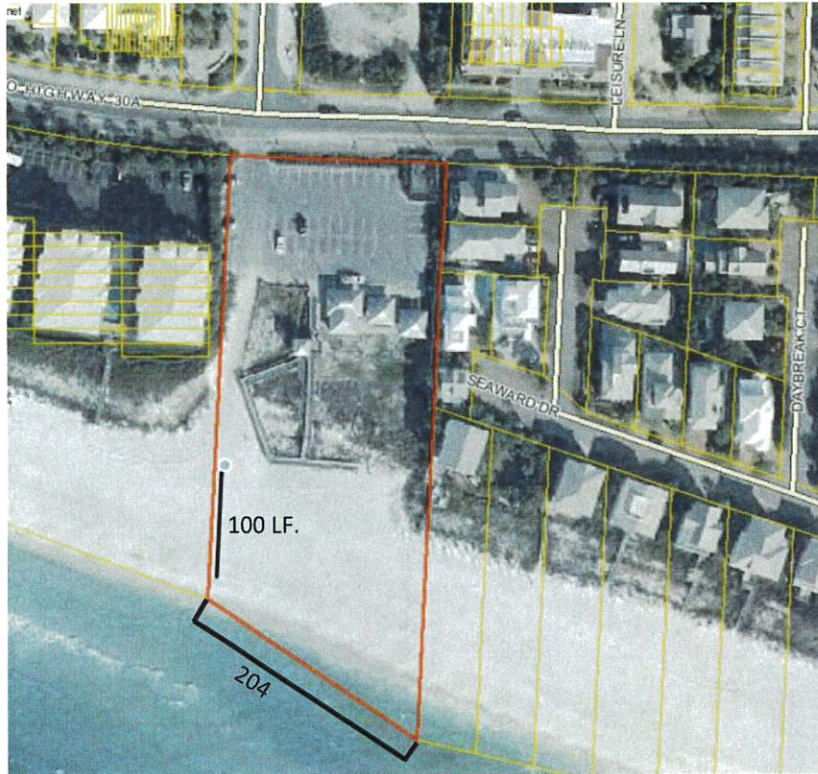
Maximum # of sets for designated beach area:

8 frontage sets x 5 rows deep = 40 maximum sets

Less allowance for General Public = 25%:

40 set x 25% = 10

40 sets—10 sets = **30 maximum allowable sets**



Ed Walline Regional Beach Access

4447 W. CO HWY 30A

204 LF. Frontage

100 LF. Depth

Property Specifics:

Assumptions:

1 set = 2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' wide access aisle @ 40', 50', or 60' intervals depending on beach frontage

Maximum # of sets per row: (LF allows for 10' lifeguard corridor)

$194/10 = 19$ sets

Less access aisles:

$204/40 = 5$ (-1 for last row) = 4 access aisles

$4 \times 8 = 32$ LF. of aisle

$32/10 = 4$ sets less (due to aisle space)

$19 - 4 = 15$ maximum sets per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$85/16 = 5$ rows deep

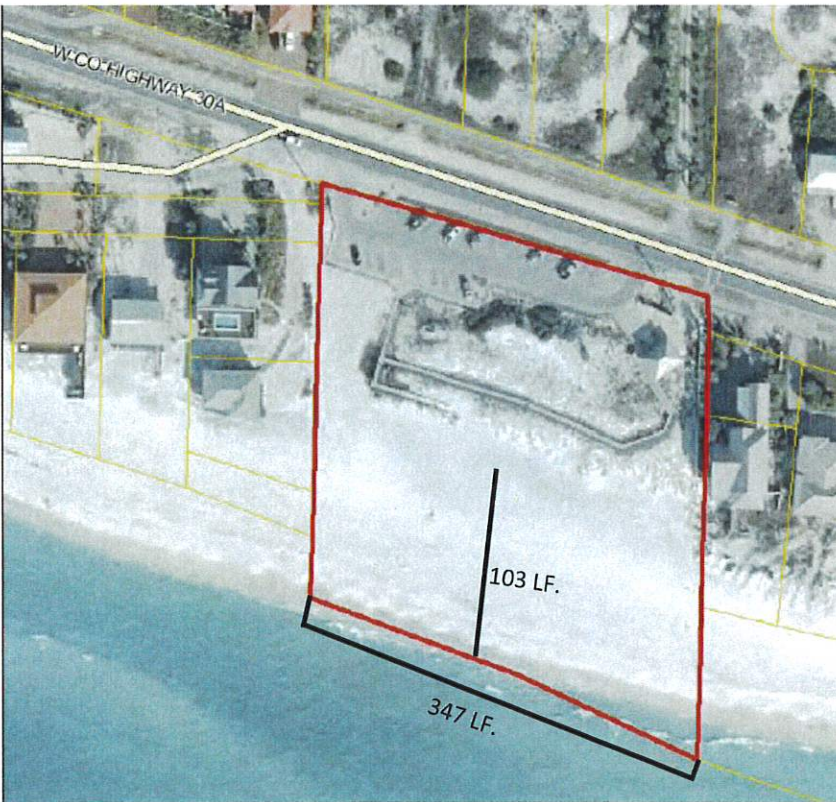
Maximum # of sets for designated beach area:

15 frontage sets x 5 rows deep = 75 maximum sets

Less allowance for General Public = 25%

75 sets x 25% = 19 sets

75 sets - 19 sets = **56 sets maximum allowed**



Ft. Panic Regional Beach Access

5753 W. CO HWY 30A

347 LF. Frontage

103 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets for beach frontage: (LF allows for 10' lifeguard corridor)

$$337/10 = 33 \text{ sets}$$

Access aisles:

$$347/50 = 6 \text{ (-1 for last row) } = 5 \text{ access aisles}$$

$$5 \times 8 = 40 \text{ LF. of aisle}$$

$$40/10 = 4 \text{ sets less (due to aisle space)}$$

$$33 \text{ sets} - 4 \text{ set} = 29 \text{ sets maximum per frontage}$$

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$$88/16 = 5 \text{ rows deep}$$

Maximum # of sets for designated beach area:

$$29 \text{ frontage sets} \times 5 \text{ rows deep} = 145 \text{ maximum sets}$$

Less allowance for General Public = 25%:

$$145 \text{ set} \times 25\% = 37$$

$$145 \text{ sets} - 37 \text{ sets} = \mathbf{108 \text{ maximum allowable sets}}$$



Dune Allen Regional Beach Access

5999 W. CO HWY 30A

220 LF. Frontage

100 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets for beach frontage: (LF allows for 10' lifeguard corridor)

$220/10 = 21$ sets

Access aisles:

$220/50 = 4$ (-1 for last row) = 3 access aisles

$3 \times 8 = 24$ LF. of aisle

$24/10 = 3$ sets lost (due to aisle space)

21 sets — 3 sets = 18 sets maximum per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$85/16 = 5$ rows deep

Maximum # of sets for designated beach area:

18 frontage sets x 5 rows deep = 90 maximum sets

Less allowance for General Public = 25%:

$90 \text{ set} \times 25\% = 23$

90 sets — 23 sets = **67 maximum allowable sets**



Scenic Gulf Dr. Regional Beach Access

907 SCENIC GULF DR.

360 LF. Frontage

90 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets per row: (LF allows for 10' lifeguard corridor)

$360/10 = 35$ sets

Less access aisles:

$360/40 = 9$ (-1 for last row) = 8 access aisles

$8 \times 8 = 64$ LF. of aisle

$64/10 = 7$ sets less (due to aisle space)

$35 - 7 = 28$ maximum sets per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$75/16 = 4$ rows deep (Allows for 15' set back from water's edge)

Maximum # of sets for designated beach area:

28 frontage sets x 4 rows deep = 112 maximum sets

Less allowance for General Public = 10%:

$112 \text{ sets} \times 10\% = 12 \text{ sets}$

$112 \text{ sets} - 12 \text{ sets} = 100$ Maximum allowable sets



Seagrove Beach Regional Beach Access—TBD

E Co Hwy 30A

120 LF. Frontage

100 LF. Depth

Property Specifics: - Estimates need confirmation

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' W aisle @ 40, 50, or 60 ft. intervals depending on beach frontage

Maximum # of sets per row: (LF allows for 10' lifeguard corridor)

$110/10 = 11$ sets

Less access aisles:

$120/40 = 3$ (-1 for last row) = 2 access aisles

$2 \times 8 = 16$ LF. of aisle

$16/10 = 2$ sets less (due to aisle space)

$16 - 2 = 14$ maximum sets per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$90/16 = 5$ rows deep (Allows for 15' set back from water's edge)

Maximum # of sets for designated beach area:

14 frontage sets x 5 rows deep = 70 maximum sets

Less allowance for General Public = 10%:

70 sets x 10% = 7 sets

70 sets — 7 sets = **63 Maximum allowable sets**



Grayton Dunes Public Beach Access

288 Garfield St. Grayton Bch, FL 32459

Vendor Zone

280 LF. Frontage

175 LF. Depth

Property Specifics:

Assumptions:

1 set=2 chairs & 1 umbrella and requires 10 x 16 SF. (10 W x 16 DP includes 6' access between rows), 8' wide access aisle @ 40', 50', or 60' intervals depending on beach frontage

Maximum # of sets per row: (No allowance for 10' lifeguard corridor due to vendor zone)

$270/10 = 27$ sets

Less access aisles:

$280/50 = 5$ (-1 for last row) = 4 access aisles

$4 \times 8 = 32$ LF. of aisle

$32/10 = 4$ sets less (due to aisle space)

$27 - 4 = 23$ maximum sets per frontage

Maximum # of sets for beach depth: (Allows for 15' clear corridor at toe of dune)

$160/16 = 10$ rows deep

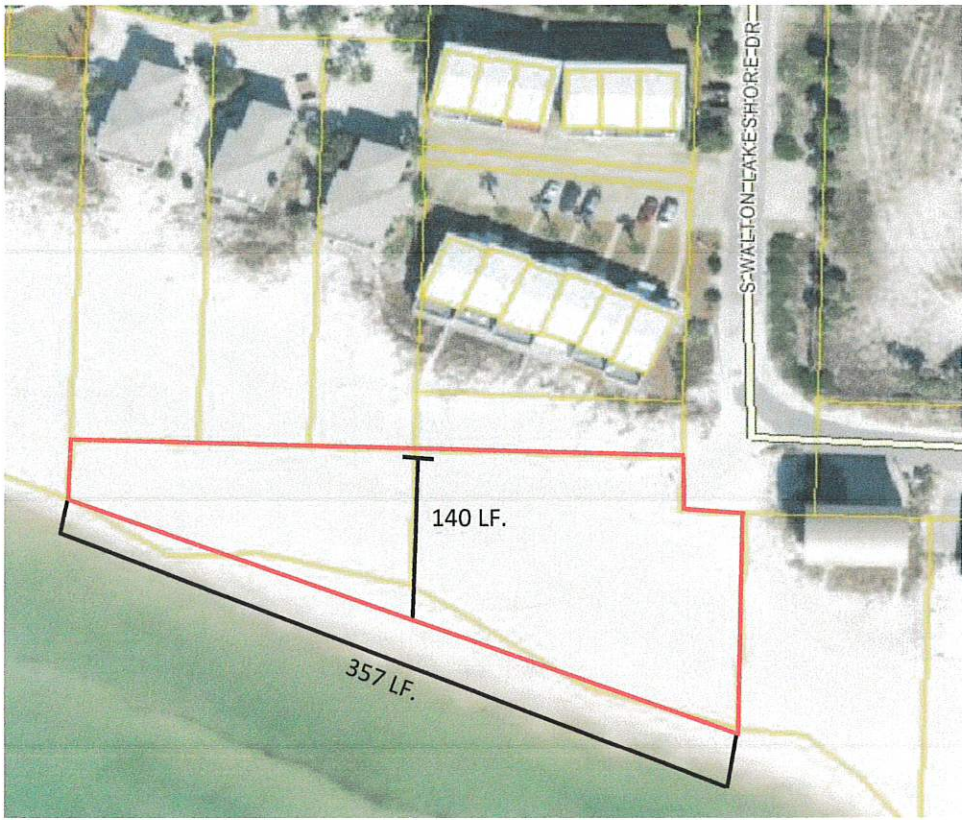
Maximum # of sets for designated beach area:

23 frontage sets x 10 rows deep = 230 maximum sets

Less allowance for General Public = 25%

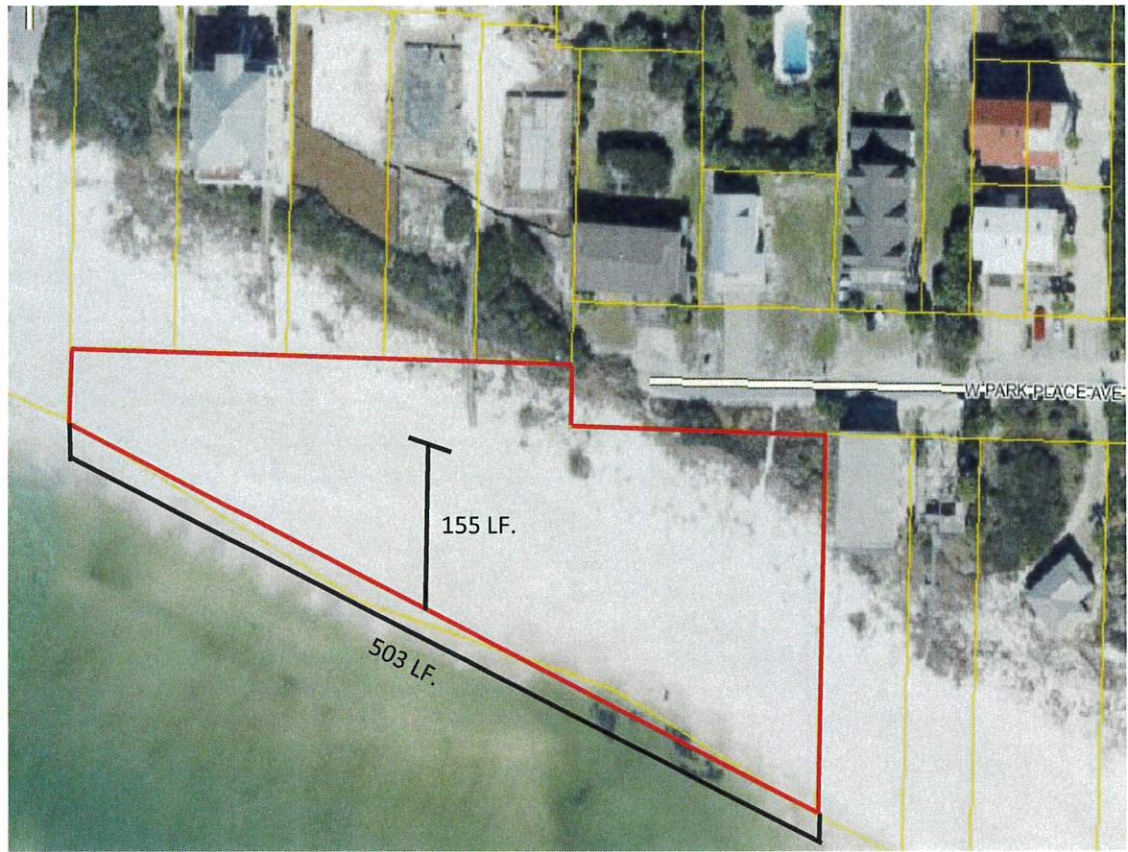
230 sets x 25% = 58 sets

230 sets—58 sets = **172 sets maximum allowed**



S Walton Lakeshore Dr. Neighborhood Beach Access

202 S WALTON LAKESHORE DR
357 LF. Frontage
140 LF. Depth
Maximum Allowable Sets = 80



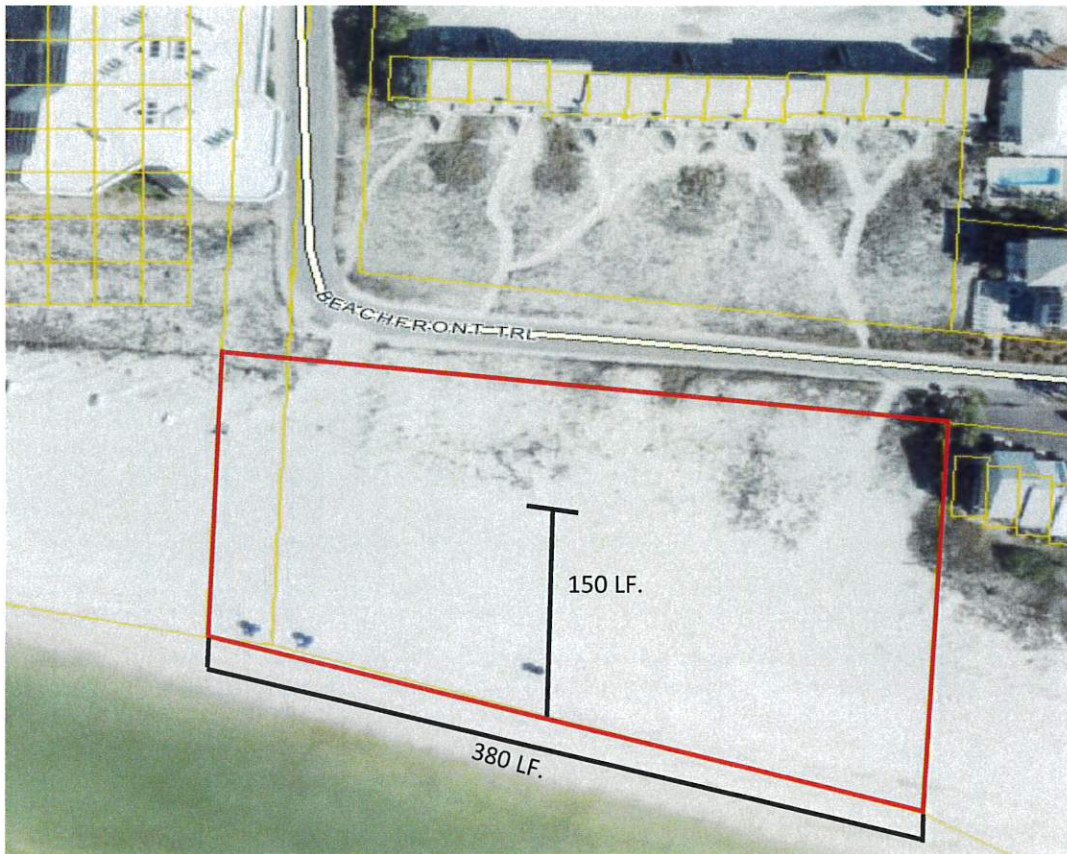
Wall Street Neighborhood Beach Access

264 WALL STREET

503 LF. Frontage

155 LF. Depth

Maximum Allowable Sets = 156



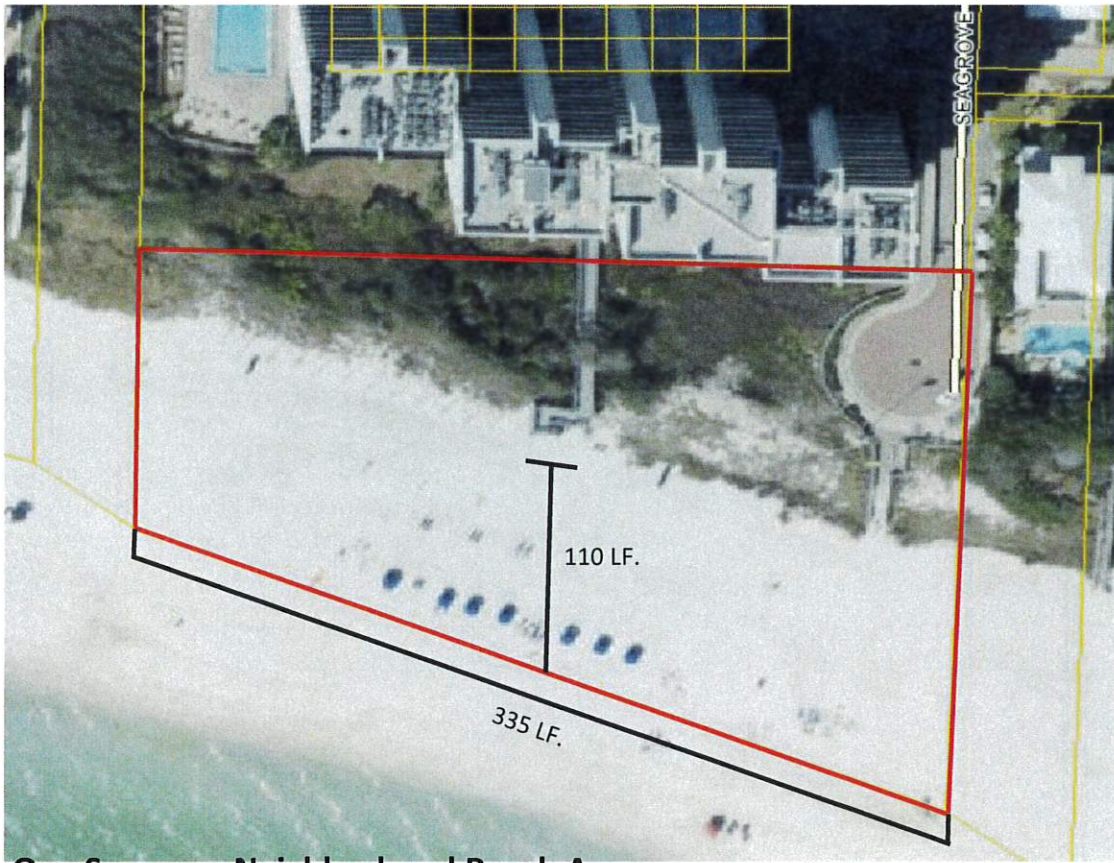
Walton Dunes Neighborhood Beach Access

258 BEACHFRONT TRAIL

380 LF. Frontage

150 LF. Depth

Maximum Allowable Sets = 121



One Seagrove Neighborhood Beach Access

57 SEAGROVE PLACE

335 LF. Frontage

110 LF. Depth

Maximum Allowable Sets = 105



Dothan-Andalusia-Greenwood-Headland Neighborhood Beach Access

Cross Streets with Montgomery St.

1400 LF. Frontage

120 LF. Depth

Maximum Allowable Sets = 189



Gardenia-Camellia-Azalea-Holly Neighborhood Beach Access

Cross Streets with E Co Hwy 30A
1400 LF. Frontage
110 LF. Depth
Maximum Allowable Sets = 162



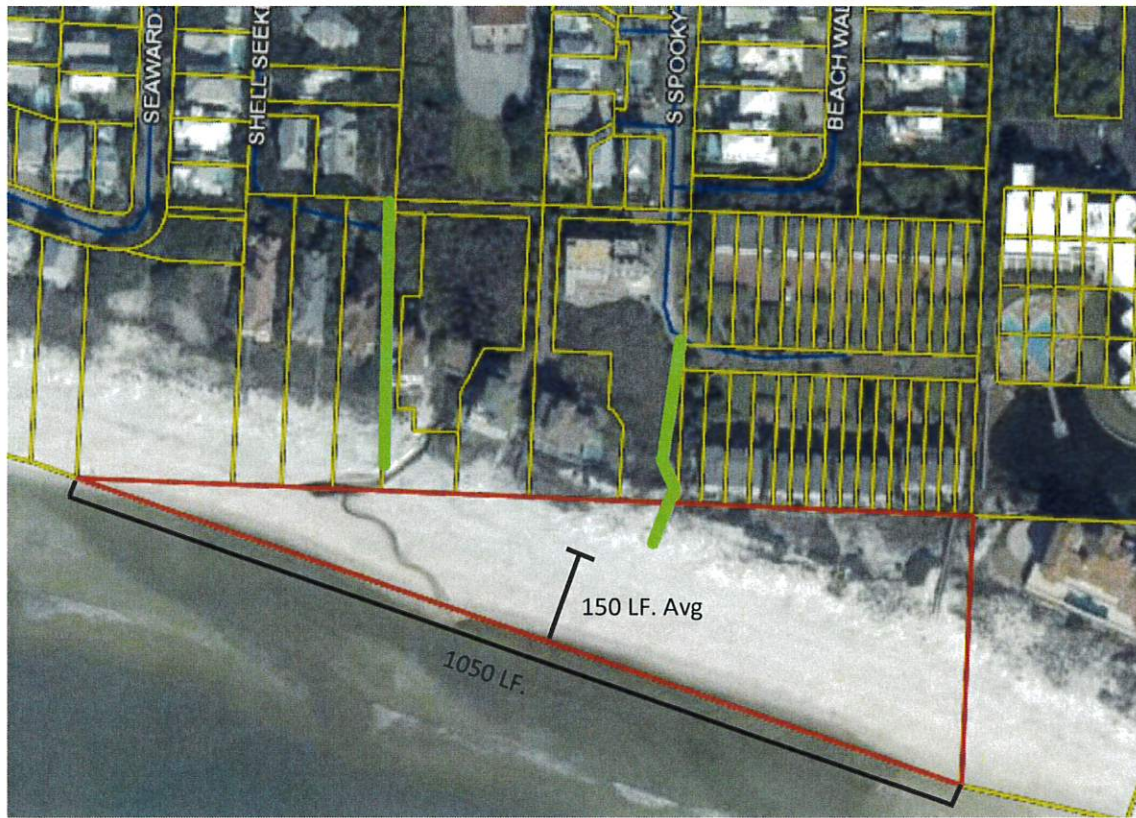
W Hwy 395-Nightcap-Live Oak-Hickory Neighborhood Beach Access

Cross Streets with E Co Hwy 30A

840 LF. Frontage

130 LF. Depth

Maximum Allowable Sets = 162



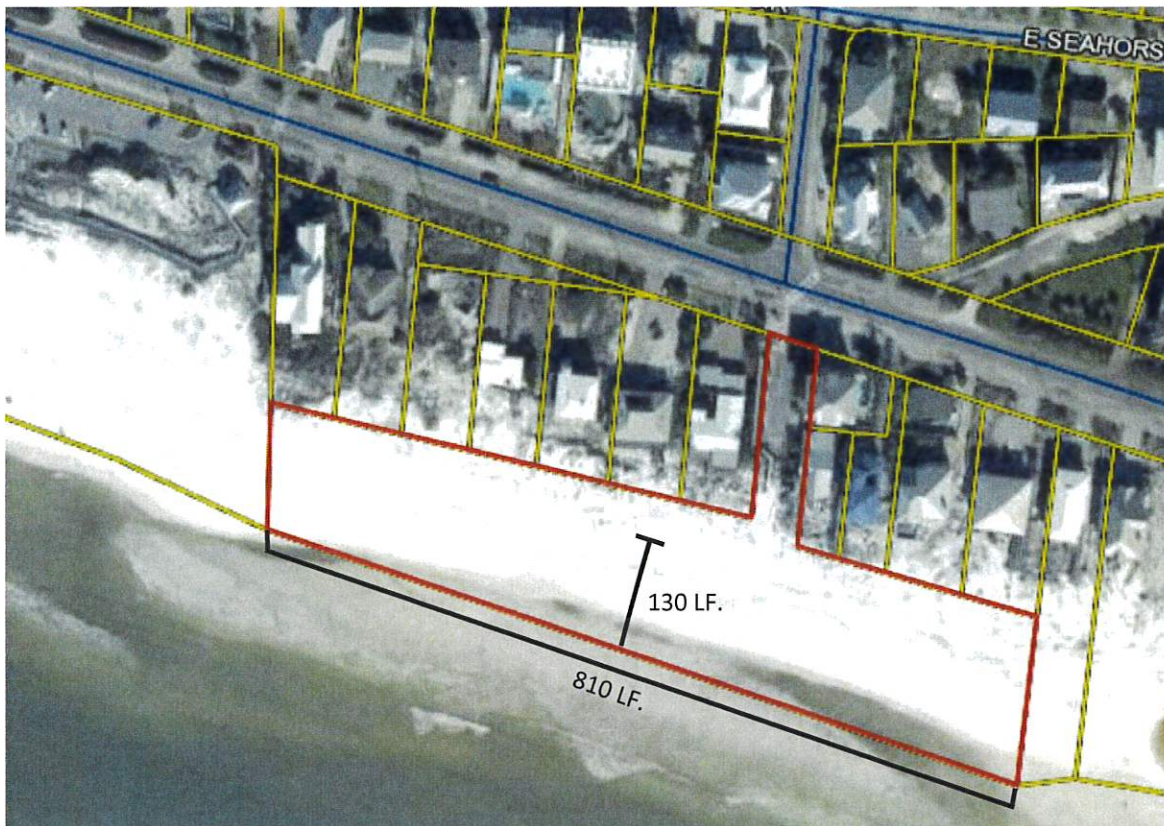
Spooky Lane & Shell Seeker's Cove Neighborhood Beach Access

Spooky Lane & Shell Seeker's Cove

1050 LF. Frontage

150 LF. Avg. Depth

Maximum Allowable Sets = 154



West Allen Loop Neighborhood Beach Access

5605 W CO HWY 30A

810 LF. Frontage

130 LF. Depth

Maximum Allowable Sets = 238

