

MEMORANDUM OF UNDERSTANDING FOR 2022-2023 VOLUNTEER BEACH AMBASSADOR PROGRAM

THIS AGREEMENT is entered into this 10th day of November, 2022, 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 **FRIENDS OF SOUTH WALTON SEA TURTLES, INC**, whose address is 174 Watercolor Way, Suite 103, #431, Santa Rosa Beach, Florida, 32459, (the "FOSWST").

WHEREAS, the County and the FOSWST recognize the benefit of promoting sea turtle conservation through awareness and education for residents, students, and visitors to Walton County; and

WHEREAS, the FOSWST administers a program which provides for the above through their Volunteer Beach Ambassador ("VBA") program; and

WHEREAS, the County desires to continue to partner with the FOSWST through their Organization's programs (i.e., VBA and International Coastal Cleanup (ICC)) which will provide for the above; and

WHEREAS, it is in the best interest of the County to enter into an agreement with the FOSWST to promote sea turtle conservation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties, the parties hereby agree the recitals above are true and correct and incorporated herein by reference.

The parties further agree that the responsibilities of each shall be as follows:

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners November 10, 2022.

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WALTON COUNTY, through its **TOURISM DEPARTMENT** shall:

1. Provide the FOSWST with facilities for VBA training;
2. Provide the FOSWST with printed name badges and shirts that indicate a partnership with the County, but distinguishes between VBAs and Walton County's beach ambassadors who are employed by the County;
3. Facilitate printing of educational placemats to be distributed by the FOSWST within Walton County restaurants;
4. Provide FOSWST with annual ICC supplies and services which include but are not limited to:
 - a. T-shirts with ICC artwork logo
 - b. Discretionary prizes (i.e., most trash, largest trash, most unique trash, travel the farthest) for participants at each site hosted by a VBA team
 - c. Public relations, press releases, and social media
 - d. Beach Maintenance delivery of registration tables and garbage bags; and
5. Update the FOSWST on any changes in personnel or contact information.

The **FOSWST** shall:

1. Notify the County, through the Tourism Department, of scheduled training dates for VBAs in a timely manner;
2. Submit quarterly and special event updates to the County, through the Tourism Department, with the current inventory of all items being provided by the County and any replacements needed;
3. Ensure the items the County provides for FOSWST are properly tracked and distributed in a fiscally responsible manner;
4. Ensure that printed materials are distributed to restaurants on a consistent basis;
5. Update the County on any changes in personnel or contact information.

TERM. This Agreement shall become effective upon its complete execution and shall continue indefinitely, unless terminated by either party upon thirty (30) days prior

written notice to the non-terminating party. However, it shall be reviewed and updated as necessary every THREE (3) years.

INDEMNIFICATION OF THE COUNTY. The FOSWST shall indemnify and save the County, its agents and employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect, or consequential, including, but not limited to, bodily injury, sickness, disease, or death, infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way connected with this Agreement, provided such claim is caused in whole or in part by negligent error, omission or act of the FOSWST, its agents or employees in the performance of services under this Agreement. The FOSWST shall not indemnify the County for any negligence of the County's employees or agents. This indemnity shall include, but not be limited to, charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason. By entering into this agreement, the County does not waive any of its immunities or protections under Section 768.28, Florida Statutes, and other Florida laws. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to which sovereign immunity applies. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of any contract.

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

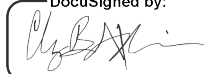
person or entity performing services for the FOSWST, without receiving monetary or material compensation, shall be considered a volunteer for the FOSWST and not a "volunteer" for the County as that term is used in Part VI of Chapter 125, Florida Statutes.

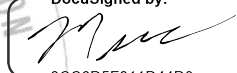
EXTENT OF AGREEMENT. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties.

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

ATTEST:

WALTON COUNTY, FLORIDA

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ALEX ALFORD - Clerk of Circuit Court
and County Comptroller

BY: Michael Barker, Chairman

DATE: 11/14/2022

APPROVED AS TO FORM:

11/16/2022

Clay B. Adkinson, Acting County Attorney
Walton County, Florida

FRIENDS OF SOUTH WALTON SEA
TURTLES, INC

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BY: Beth Coppedge, President