

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT, made and entered into as of the ____ day of _____, 2024 ("Effective Date"), by and between PINELLAS COUNTY, a political subdivision of the State of Florida with offices located at 315 Court Street, Clearwater, Florida 33756, hereinafter referred to as the "County", and Fort De Soto Hospitality, LLC, whose address is 6720 W 121st St, Suite 200, Overland Park, KS 66209, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County has previously determined that it has a need for Concession Services, as defined herein, at Fort De Soto Park, a County-operated park facility at 3500 Pinellas Bayway S., Tierra Verde, Florida, 33715 (the "Park"); and

WHEREAS, the County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 24-0455-RFP (hereinafter Request for Proposal or RFP), has accepted the proposal of the Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1) **Definitions**:

- a) "**Contract Documents**" means the Exhibits listed in Section 11 of this Agreement.
- b) "**Concession Services**" means the services provided by the Contractor to the general public at the Park as described in the Contract Documents, which shall not be revised or changed in any way without the prior written consent of the Pinellas County Parks and Conservation Resources Department ("Department").
- c) "**Contract Year**" means each 12-month period during the term of this Agreement with the first Contract Year commencing on the 1st day of the month following the Effective Date.
- d) "**Contractor's Improvement**" means the kayak launch area, or any other improvements provided by the Contractor pursuant to the License Agreement.
- e) "**Exclusive**" means that the County will not grant a concession license agreement to any other party for the same or similar goods or services in the Park provided by Contractor during the term hereof; provided, however, the exclusive rights granted herein shall not apply to special events authorized by the County, or prohibit members of the public from using the park, or utilizing third parties to provide goods or services permitted by and in accordance with Department rules and regulations or applicable County ordinances.
- f) "**Facilities**" means the Fort Gift Shop/Snack Bar, North Beach Snack Bar, Gulf Pier Bait Shop, Camp Store, and the designated service areas and storage areas as described in Exhibit C attached hereto.
- g) "**Minimum Operating Standards**" means the operational requirements described in Exhibit D attached hereto and incorporated herein by reference.

h) **“Monthly Gross Sales”** means the gross revenues received by Contractor from all sales of food, beverages, services, merchandise, umbrellas, lounge chairs, canoes and kayaks, bicycle rentals, laundry services, and all other receipts of all business conducted in, on, or from the Park monthly during a Contract Year as authorized in this Agreement. It includes the entire amount of the selling price of all goods, property, merchandise, and services sold in or from the Contractor, its employees, agents, sublicenses, subcontractors, and assignees, including all revenue derived by Contractor from its activities and business, whether for cash or for credit and the entire amount of all sales filled at or secured or received in the Park. No deductions shall be allowed for uncollected or uncollectible accounts. The Compensation provision applies with full force and effect to any mail-order revenues, website revenues, electronic commerce, Internet, or e-mail orders, which advertises, references, depicts or emanates from the Contractor’s business at the Park.

2) **Services to be Performed/Exclusivity**: The Contractor hereby agrees to provide the County with Exclusive Concession Services in accordance with the Minimum Operating Standards and as provided in the Contract Documents.

3) **Compensation**: As compensation for the privilege of providing Concession Services to the County as described herein for each Contract Year, the Contractor shall pay the County sixteen percent (16%) of the Monthly Gross Sales plus any applicable sales tax, pursuant to Ch 212.031, Florida Statutes. Payment shall be made monthly by the Fifteenth (15th) of the month (the “Due Date”), with the first monthly payment due on February 15, 2025. Payments not received by the Due Date shall be subject to a late fee in the amount of 1.5% of the late amount due for each month the payment is late. If payments and applicable fees are not received within thirty (30) calendar days of the Due Date, then the County may terminate this Agreement, begin procedures to collect on the performance security as required in the Request for Proposal, or pursue any other remedies as provided in this Agreement or by law.

a) The Contractor shall provide a Monthly Gross Sales Report to the COUNTY, the form of which is attached hereto as Exhibit E by the 15th day of the month, with payment of the fees as provided herein.

b) The Contractor shall provide an Annual Profit and Loss Statement to the COUNTY, the form of which is attached hereto as Exhibit F, for each calendar year or portion thereof that this Agreement is in effect. The report shall be submitted by March 31st of each calendar year during the term and within ninety (90) days of the termination of this Agreement.

c) In addition to applicable sales tax, the Contractor shall be solely responsible for any ad valorem, rental or similar taxes levied upon the real property or -contractor’s equipment arising from this Agreement.

d) The monthly payments shall be made payable to “Pinellas County Board of County Commissioners” and sent to Pinellas County Parks and Conservation Resources Department, 12520 Ulmerton Road Largo, FL 33774.

e) Both the Monthly Gross Sales Report and Annual Profit and Loss Statement shall be based on source documents and books of original entry. Books of original entry and source documents shall be retained by the Contractor for a period of five (5) years after the termination of the Agreement,

except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the five (5) year retention period.

Infrastructure Initiative- Contractor has committed \$20,000 in funding to enhance the Park’s aging infrastructure. As laid out in the Contractor’s Proposal, the allocation of these funds shall be at the discretion of the Pinellas County Parks and Conservation Resources Department.

- 4) **Time of Service:** Contractor shall provide Concession Services at the Facilities in the Park 7 days a week, 365 days a year, except when the park is closed as determined in the sole discretion of the Department, in accordance with the following schedule unless modified in writing with approval of the Department. The Contractor may request a change to the operating schedule fourteen (14) days prior to the planned date of implementation of the new schedule. The Department will provide an answer within five (5) business days from receipt of the request.

Fort De Soto Park Concessions Schedule of Operations	
Location/Service	Days/Hours
Fort Gift Shop/Snack Bar	Daily: 10:00 a.m. to 4:00 p.m.
Camp Store*	Sunday through Thursday: 8 a.m. to 5 p.m. Friday through Saturday: 8 a.m. to 7 p.m.
Gulf Pier Snack Bar/Bait Shop	Daily: 7:00 a.m. to Sunset
North Beach Snack Bar (Includes Beach Chair/Umbrella/Cabana Rental Operations)	Monday through Friday: 10:00 a.m. to 4:00 p.m. Saturday and Sunday: 10:00 a.m. to 5:00 p.m.
Kayak Rental Kiosk	Daily: 9:00 a.m. to 4:00 p.m.
Bicycle/Surrey Rentals	Weekdays: 9:00 a.m. to 4:00 p.m. Weekends: 9:00 a.m. to 5:00 p.m.
Laundry Service	24 Hours Daily

In the event of inclement weather, Contractor may cease operations until the weather improves with the consent of the Park Supervisor or his/her designee. The camp store must remain open at all times during posted operating hours unless specifically discussed with the Park Supervisor or his/her designee.

- 5) **Term of Agreement/Option of Renewal:** The term of this Agreement commences on January 1, 2025, and ends on December 31, 2029, unless canceled or terminated as provided herein. This Agreement may be renewed, by written agreement of both parties in an amendment to this Concession License Agreement as defined in Exhibit A, for up to two (2) additional five (5) year periods after the initial term or any extension thereof. If the options for extensions are implemented, the dates may be as follows:

- a) Extension 1: January 1, 2030- December 31, 2034
- b) Extension 2: January 1, 2035- December 31, 2039

6) **License:** The County hereby grants to the Contractor, for the term of the Agreement including any extensions thereof, the right, privilege, and permission to provide Concession Services in the Facilities and to locate contractor's improvements therein, which may be revised by mutual written agreement of the parties. These rights and privileges are subject to the following:

- a) This Agreement is made on the express condition that the Facilities shall be used only in conformance with the applicable laws and ordinances. All rights of the Contractor hereunder may be terminated by the County, effective upon receipt of written notice in the event that any other use is made thereof.
- b) The County provides, and the Contractor accepts, the physical Facilities "as is." The County shall maintain and repair the exterior electrical and plumbing systems, the roof, and the foundation of all buildings, all other exterior maintenance, visitor service sign maintenance, and the Contractor shall maintain all interior modifications and maintenance on the Facilities. In the event the County pays any monies required to be paid by Contractor hereunder for maintenance and repairs, and the Contractor shall make such payment to the County within ten (10) days of receipt of a demand from the County. The Contractor's failure to timely reimburse shall be deemed a breach of this Agreement. See Exhibit G for further defining of details and responsibilities.
- c) The Contractor shall be solely responsible for maintaining, repairing, and replacing the contractor's improvements during the term and any extensions hereof.
- d) The Contractor shall obtain the Department's written approval, in advance, for any construction of new facilities, and for all alterations or additions to existing Facilities, including the kayak launch area improvements, and shall pay for such construction, alterations, or additions, which shall become County-owned assets upon completion. All construction and alterations of improvements, installation of modular facilities, and all new equipment, shall meet all applicable federal, state, county, and local laws. The Contractor is responsible for applying for and paying all costs of any required permits. The Contractor shall submit sealed architectural specifications and plans for all construction projects, which include details on plumbing, electrical, mechanical, and other required utility systems, including floor plan, elevations, and material specifications for the Department's approval **prior** to beginning all construction or alterations. Upon Department approval, the specifications and plans shall be deemed to become a part of this Agreement. All projects that involve construction or location of improvements in the Park shall be required to provide all of the specifics of such construction, and shall address such items as timelines, critical paths, methods of construction, approval of plans, amenities, signage, color schemes, advertising, subcontractors, amortization period for the improvements, and other information deemed relevant by the Department. The Contractor shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Park undertaken by the Contractor. All such additions, improvements and fixtures except movable equipment and inventory shall become the property of the County upon completion and remain in and/or upon the Park and be surrendered upon termination of the Agreement. Any construction liens against the Park, Contractor's license or the land and buildings arising out of work performed by or for the Contractor are hereby expressly prohibited. In the event of the

filing of any claim of lien, Contractor shall promptly satisfy same or transfer it to a bond and Contractor shall in any event protect County's interest in underlying real estate and shall hold County harmless against any such claims.

- i) The Erosion Control System at the Concessionaire Kayak Launch will be installed within nine (9) months of the start of the Contractor's term. The Contractor may use an alternative launch site for kayak rentals during the construction, but consideration must be taken to ensure there is no damage to the vegetation at the alternative launch site due to increased usage.
- e) The Contractor shall not allow activities which are prohibited in all other County-owned or County-occupied buildings or land under the provisions of federal, state, or local laws, rules, regulations, or ordinances. By way of illustration and not limitation, state law prohibits the use of County-occupied buildings or land for political fundraisers [see §106.15(40), Florida Statutes] and federal and state law prohibits the use of County-occupied buildings or land for any implied promotion of a religion.
- f) All routine maintenance, including the cleaning of public restrooms located in the Facilities licensed to the Contractor shall be performed to standards acceptable to the Department, as detailed in Exhibit H. All cleaning and maintenance supplies (chemicals and compounds) and all insecticides, rodenticides and herbicides shall be approved by the Department prior to use by the Contractor. In addition, Contractor shall keep said areas free of all hazards at Contractor's sole expense.
- g) Contractor shall remove all property and equipment from the beaches at the end of each day of operation. Contractor shall be responsible for securing any outdoor storage area and maintain the area in accordance with Department standards.
- h) County shall not be liable in any manner for damages to Contractor's business and/or inventory, or for any other claim by Contractor, resulting from any interruption in utility services.
- i) Contractor shall be responsible for supplying and paying for utility services needed to perform under this Agreement as listed in Exhibit G, including but not limited to electricity, gas, and trash pick-up. If such charges are not paid, they may be paid by the County and billed to the Contractor and shall be due upon the billing and be collectible in the same manner as provided in Section 3.
 - i) In regard to laundry services, Contractor shall reimburse the County \$15 monthly for each washer/dryer location that does not have electricity metered and paid directly to the service provider by the Contractor.
- j) All property of any kind that may be within the Park during the continuance of the Agreement shall be at the sole risk of Contractor, and County shall not be liable to Contractor or any other person for any injury, loss, or damage to property or to any person on said Park.
- k) Contractor agrees that any signs or advertising utilized at the Park or in marketing Concession Services must have prior written approval from the Department which shall not be unreasonably withheld.
- l) If the Facilities shall, without fault of the Contractor, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, the County may, by written notice delivered to the Contractor within one hundred twenty (120) days after such destruction or damage, elect to rebuild or repair. In such event, this Agreement shall remain in force, and County shall rebuild or repair the Facilities within a reasonable time after such election, putting the Facilities in as good condition as they

were at the time immediately prior to the destruction or damage. For that purpose, the County may enter the Facilities and compensation due shall abate during the time the Facilities are untenable. If the County elects not to restore or rebuild, the Contractor may have the option to do so only with the County's written approval. If neither party so elects, this Agreement shall terminate, whole or in part, effective the date of said destruction.

- m) Contractor hereby agrees that:
- i) no activity will be conducted in the Park that will produce any hazardous substance, except for such activities that are part of the ordinary course of Contractor's business (the "Permitted Activities") provided. Said Permitted Activities shall be conducted in accordance with all applicable laws and shall be approved in advance, in writing, by County.
 - ii) the Park will not be used in any manner for the storage of any hazardous substances except for the temporary storage of such materials that are used in the ordinary course of Contractor's business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all applicable laws and approved, in advance, in writing by County.
 - iii) no portion of the Park will be used as a landfill or a dump.
 - iv) Contractor will not install any underground tanks of any type.
 - v) Contractor will not allow any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, a public or private nuisance.
 - vi) Contractor will not permit any hazardous substances to be brought onto the Park property and if so, brought thereon, Contractor shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all applicable laws.
- n) Access to Licensed Area- County shall have the right to enter and inspect the Facilities and the operation being conducted thereon at any reasonable time and, if requested, in the presence of the Contractor for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Facility or to any property owned or controlled by County therein. Such repairs shall not unduly interfere with Contractor's use of the Facilities except as is naturally necessitated by the nature of the repairs being affected.
- o) Upon the termination or cancellation of the agreement, whether by expiration of the Concession License Agreement or by decision of the County as allowed in Section 9, the Contractor shall remove their operations from the premises within the time mutually agreed upon by the parties. The Contractor shall remove all of their property and return the Facilities and Licensed Area to the County in clean and good condition except for reasonable wear and tear. The premises shall be free of all personal property and trash not belonging to the County. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the premises do not constitute reasonable wear and tear. If it is found that the Contractor has not removed all of their belongings or has not maintained the Facilities as required in Section 6(b) during the term of the Agreement, the County may charge the Contractor for applicable removal of trash or for repairs necessary after the Contractor has vacated the premises. More expectations that the Contractor must fulfill at the end of their term are included in Exhibit I.

- 7) **Permits/ Licenses**: Contractor must secure and maintain any and all permits and licenses to provide services pursuant to this Agreement. Contractor shall comply with all laws, regulations, and ordinances concerning its operation.
- 8) **Minimum Insurance Requirements**: Contractor shall procure, pay for, and maintain during the term of the Lease insurance as required herein:
- a) Commercial General Liability including, but not limited to, independent contractor, contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Lease, with limits of liability, per occurrence of \$1,000,000 and \$2,000, aggregate. Property Damage coverage, or Fire Legal Liability shall be included to limits of \$100,000 per occurrence.
 - b) Workers' Compensation of not less than \$500,000 per employee. If Vendor/Contractor is not required by Florida law to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management.
 - c) Contractors that utilize trucks and vans as part of operation are required to provide Commercial Automobile liability with minimum limits of \$1,000,000.
 - d) Vendor shall provide certificate that is compliant with the insurance requirements above. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
 - e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 9) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986**: The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of the County.

- 10) **Notice:** Any notice required or permitted to be given hereunder shall be delivered personally, sent by mail with postage pre-paid, or sent by email to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For the County:

Pinellas County Parks and Conservation Resources
ATTN: Contracts Specialist
12520 Ulmerton Road
Largo, FL 33774
Email: PCRContracts@Pinellas.gov

For the Contractor:

Fort De Soto Hospitality, LLC
ATTN: Frank Pikus, CEO
6720 W 121st Street, Suite 200,
Overland Park, Kansas 66209
Email: Frank@goExplorUS.com
AND
ATTN: Khaled Eltabaa, Vice President of East Operations
Email: keltabaa@goExplorUS.com

- 11) **Exhibits:** The following Exhibits (“Contract Documents”) are hereby incorporated into and made a part of this Agreement:

- a) Exhibit A: Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
- b) Exhibit B: Scope of Concession Services
- c) Exhibit C: Fort De Soto Concessionaire Facilities
- d) Exhibit D: Minimum Operating Standards
- e) Exhibit E: Concession Monthly Gross Sales Report Template
- f) Exhibit F: Concession Annual Profit and Loss Statement Template
- g) Exhibit G: Responsibilities for Maintenance and Utilities
- h) Exhibit H: Bathroom Maintenance Standard Operating Procedures
- i) Exhibit I: Requirements During Transition to a New Contractor
- j) Exhibit J: Parking Whitelist Form.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall govern in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Concession License Agreement for Concession Services pursuant to RFP No. 24-0455-RFP, as of the day and year first written above.

PINELLAS COUNTY, FLORIDA:
by and through its Board of County Commissioners

By: _____
Chairman

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

FORT DE SOTO HOSPITALITY, LLC

By:  _____
Frank Pikus, CEO

Exhibit B:
Scope of Concession Services

Fort De Soto Hospitality, LLC (“Contractor”) is hereby authorized to provide the following concession services at Fort De Soto Park:

North Beach Snack Bar: Contractor shall be provided the snack bar building and may offer for sale snack foods, grill foods, ice cream, beverages, ice, picnic supplies, charcoal, lighter fluid, beach-related equipment and inflatables, sunscreen, and various sundry items, souvenirs, and other Department-approved items. From this location, Contractor may offer for rent beach umbrellas, chairs, and cabanas. With Department approval, the Contractor will make cosmetic updates to the facility’s interior.

Fort Gift Shop and Snack Bar: Contractor shall be provided the gift shop building and may offer for sale snack foods, grill foods, soft drinks, ice cream, ice, beach inflatables, sunscreen, apparel, souvenirs, and other Department-approved items. With Department approval, the Contractor will make cosmetic updates to the facility’s interior. Contractor is approved to convert approved section of the shop’s space into a customer fitting room. Contractor will clean and maintain the building’s public restroom facilities.

Bike Rentals: Contractor shall be provided space to operate a bicycle rental operation, with the Fort Gift Shop agreed upon as the most practical site. Rental fleet may consist of adult and children’s bicycles and e-bikes, surreys, and segways. Contractor may adjust number and type of rentals based on visitor demand.

Gulf Pier Bait Shop and Snack Bar: Contractor shall be provided this concession building for the purpose of offering for sale live bait, frozen bait, tackle, fishing supplies, ice, as well as snack foods, grill foods, soft drinks, ice cream, coffee, sunscreen, and various sundry items, and other Department-approved items. Contractor may also provide rod and reel rentals to visitors. With Department approval, the Contractor will make cosmetic updates to the facility’s interior. Contractor will clean and maintain the building’s public restroom facilities.

Kayak and Canoe Rentals: Contractor shall be provided space to operate a rental operation, including the kayak launch and space to store boats. The Contractor shall provide a kiosk-type facility at the kayak launch area for the purpose of renting kayaks and canoes (daily and overnight rentals) and business operations. Contractor will install a new storage rack system for rental inventory. Contractor will seek Department approval for other non-motorized rental vessels.

Soil Erosion Control Plan: Contractor shall install a soil erosion system to prevent degradation of the kayak launch area within the first nine months of the Concession License Agreement term. Contractor will provide the Department with all plans for scope of work and obtain approval of the system’s design and installation timeline. The Department will approve an alternative launch site during construction, and Contractor will avoid visitor traffic from damaging the site’s vegetation. Contractor shall be responsible for maintenance of this improvement during the term of the contract and any extensions thereof.

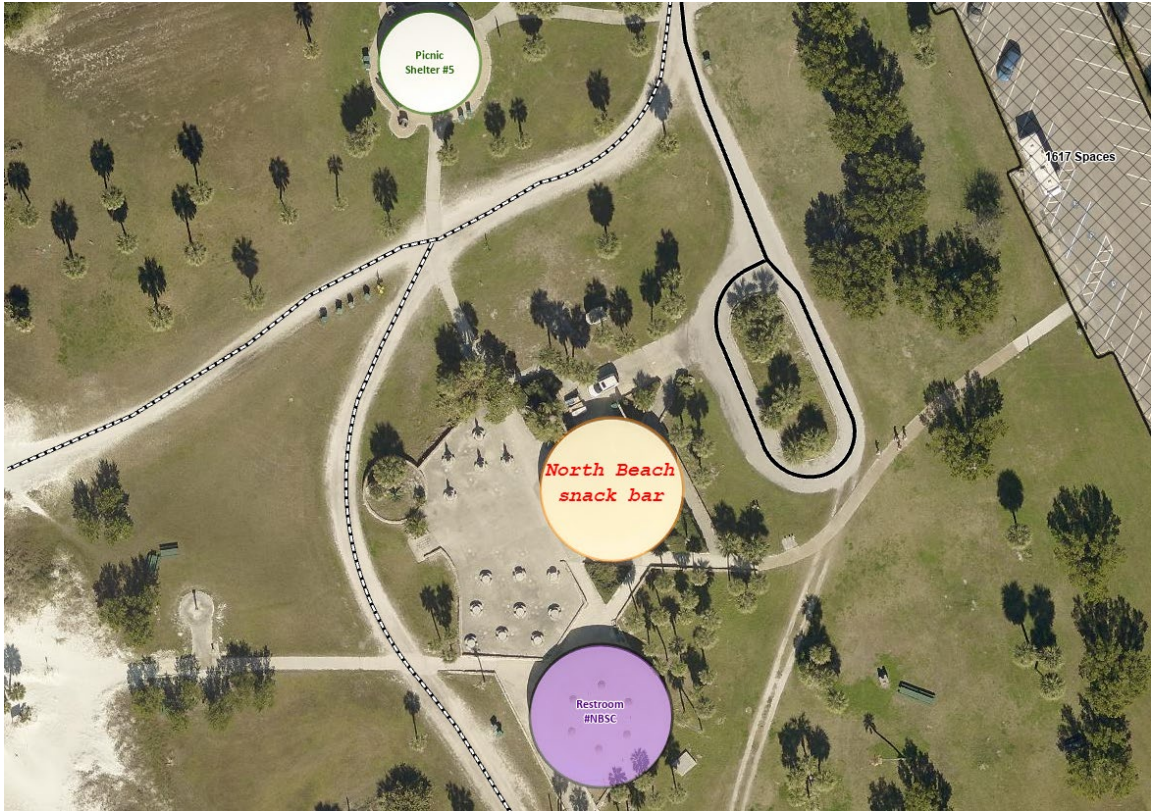
Camp Store: Contractor shall utilize provided facility and offer for sale various camping supplies and grocery items, such as ice, charcoal, lighter fluid, snack foods, soft drinks, coffee, ice cream, apparel, bug spray, various other sundry items, souvenirs, and other Department-approved items. Contractor may offer quick-service food that does not require a vent hood/fire suppression system. With Department approval, the Contractor will make cosmetic updates to the facility's interior. If necessary to close, Contractor will provide a temporary mobile operation to sell basic items (firewood, ice, charcoal, sunscreen, bug spray, pre-packaged snacks/beverages).

Vending: Contractor will not install vending machines in the Park. An ATM may be provided at the contractor's discretion. Contractor agrees to maintain the four tower viewers (one on Gulf Pier and three atop Fort) as a visitor service.

Coin Laundry Services: Contractor shall be permitted to provide coin laundry services at the current space provided at the Park campground. Contractor shall provide its own washer and dryer units and ensure that all such units are operated in accordance with the Minimum Operating Standards set forth in Exhibit C of the Agreement. Signage will be posted that lists Contractor contact information in the event of problems. Contractor shall reimburse the Department a \$15 monthly fee for electricity use for each washer/dryer set.

Contractor-Provided Funding for Park Infrastructure Enhancements: Per the agreement between the Contractor and the Department, the identified priority use of the Contractor's offered funding of Park infrastructure enhancements is the repair of the five electrical panels in the Fort Gift Shop. Contractor will coordinate the project and be responsible for payment for work, collaborating with the Department and obtaining all necessary approvals.

Exhibit C:
Fort De Soto Concessionaire Facilities



1. The North Beach snack bar, a 1,150 square foot building with outdoor seating. Located at 27.638611, -82.739167.



2. The Fort gift shop/snack bar, a 2,520 square foot building with outdoor seating and office space that includes restroom facilities to be cleaned by the concessionaire. Located at 27.616845, -82.735545.



3. The Gulf Pier snack bar/bait shop, a 1,200 square foot building that includes restroom facilities to be cleaned by the concessionaire. Located at 27.613000, -82.736650.



4. The Kayak Rental Area and kayak launch area to be improved. Located at 27.617300, -82.729250.



5. The Camp Store, a 750 square foot building with outdoor seating. Located at 3550 Pinellas Bayway S, St. Petersburg, FL 33715 (27.635300, -82.719275).



6. Concessionaire storage shed, a 300 square foot building located in the Parks utility area, to be accessed only by concessionaire management. Located at 27.633339, -82.709365.

Exhibit D:
Minimum Operating Standards

1. Contractor:
 - a. may only operate in areas designated by the Department;
 - b. shall have a process to offer receipts and subsequently refunds if necessary;
 - c. shall be open and responsive to suggestions identified by the Department for improvements;
 - d. shall perform collection of litter directly associated with its operation and ensure that the beach area and other related areas of service are maintained free of debris;
 - e. shall remove daily all equipment from the beach; and
 - f. shall comply with all Pinellas County Parks and Conservation Resources Department policies for parking on county property. Contractor shall submit necessary information on the Parking Whitelist form included as Exhibit J to allow staff to park on county property during working hours. The staff list must be updated by the contractor a minimum of twice annually to ensure records are up to date. In event that Contractor works with Subcontractors, Contractor must submit whitelist request for any staff of Subcontractor.
 - g. shall not offer or give discounts or free items/services to County staff or volunteers.
2. Employees and/or staffing
 - a. Employees shall be identified by a uniform and nametag;
 - b. Employees shall maintain personal hygiene and appearance; and
 - c. Staffing shall be sufficient to service demand.
3. Equipment shall:
 - a. be in good repair at all times;
 - b. not be loud or noisy;
 - c. not distract from the aesthetic or resource value of the Park; and
 - d. be approved by the Department before being implemented.
4. All routine maintenance, including the cleaning of public restrooms located in the Facilities licensed to the Contractor shall be performed by the Contractor to standards acceptable to the Department. All cleaning and maintenance supplies (chemicals and compounds) and all insecticides, rodenticides and herbicides shall be approved by the Department prior to use by the Contractor. In addition, Contractor shall keep said areas free of all hazards at Contractor's sole expense. Contractor shall be responsible for securing any outdoor storage area and maintain the area in accordance with Department standards.
5. Menus and pricing shall be presented and approved by the Department prior to implementation.
6. Products
 - a. Products used and offered for sale or rental shall be of superior quality and not be dangerous, gaudy, offensive, outdated, or inadequate;
 - b. No glass, Styrofoam, straws, or plastic stirrers are allowed for environmental sensitivity;
 - c. Recycled products should be used unless they do not exist as a substitute;

- d. No alcohol, tobacco, or chewing gum products are allowed (including non-alcoholic wine, beer, or candy cigarettes);
 - e. No treble hooks or sabiki rigs or hooks may be sold due to concern for wildlife; and product offerings shall conform to County "exclusivity" agreements described in Scope of Work in RFP No. 24-0455-REQ.
7. Schedule of operation and operations
- a. Schedule of operation shall be approved by the Department and posted at the Park;
 - b. All operations shall conform to Park operating hours; and
 - c. All operations shall not distract from the aesthetic or resource value of the Park.
 - d. The camp store must remain open at all times during posted operating hours unless specifically discussed with the Park Supervisor or his/her designee.
8. Signs and signage, brochures, advertising, and print material;
- a. Brochures, advertising, and print material shall be presented and approved by the Department prior to publication; and
 - b. Only way- finding signs provided by the Department for the purposes of advertising within the Park are allowed.

Exhibit E:
Pinellas County Concession Monthly Gross Sales Report

CONCESSION NAME: Fort De Soto Hospitality, LLC

MAKE CHECK PAYABLE TO: Pinellas County Board of County Commissioners

MAIL TO: Pinellas County Parks and Conservation Resources
 Attn: Finance Section
 12520 Ulmerton Road
 Largo, FL 33774
PCRFinance@pinellas.gov

DATE OF REPORT: _____

Gross Sales		Payment Due to County	
Fort Gift Shop	\$	16% of gross sales	\$
Camp Store	\$	16% of gross sales	\$
North Beach Concessions	\$	16% of gross sales	\$
Gulf Pier Bait and Concessions	\$	16% of gross sales	\$
Surrey/Bike Rental	\$	16% of gross sales	\$
Umbrella/Chair Rentals	\$	16% of gross sales	\$
Kayak/Canoe Rentals	\$	16% of gross sales	\$
Laundry	\$	16% of gross sales	\$
ATM	\$	16% of gross sales	\$
Other (Describe)	\$	16% of gross sales	\$
		Utilities- Laundry Electric Fee (\$15 x ___ sets of washers/dryers)	\$
		Utilities- Garbage Fee	\$235
Total Gross Sales:	\$	Total Payment Due:	\$
Total Gross Sales YTD:	\$	Total Payments YTD:	\$

Print Name: _____ **Date:** _____

Signature: _____

Payments must be submitted by the 15th of each month.

Exhibit F:
Fort De Soto Park Concessions
Annual Profit and Loss Statement

Due within 90 days after the close of the calendar year or contract term.

Contractor: Fort De Soto Hospitality, LLC

Park/Location: Fort De Soto Park
 3500 Pinellas Bayway South
 Tierra Verde, Florida 33715

Year: _____

Location	Gross Sales	Commission Paid	Operating Expense	+ Profit - Loss
Fort Gift Shop				
Camp Store				
North Beach Concessions				
Gulf Pier Bait and Concessions				
Surrey/Bike Rental				
Umbrella/Chair Rentals				
Kayak/Canoe Rentals				
Laundry				
ATM				
Other (<i>Describe</i>)				
Total:				

Prepared by: _____

Submitted by: _____

Certification: I certify that this Annual Profit and Loss Statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

Print Name: _____ **Date:** _____

Signature: _____

Submit to: Pinellas County Parks and Conservation Resources
 Attn: Finance Section
 12520 Ulmerton Road, Largo, FL 33774
PCRFinance@Pinellas.gov and PCRContracts@Pinellas.gov

Exhibit G:
Responsibilities for Maintenance and Utilities

This document provides clarity for which party is responsible for the care and maintenance of aspects of the facilities to further elucidate Section 6(b) of the Concessionaire License Agreement. However, this may not be comprehensive and thus items not included on this list may be discussed as issues arise.

Responsibility for Maintenance of Licensed Facilities*

Responsibility- All Facilities	County	Concessionaire
Alterations/Renovations (Interior/Exterior)**		X
Appliances (See Table Below)		X
Attic (Camp Store and Gulf Pier)		X
Ceiling Fans		X
Cleaning		X
Decking/ stairs (Exterior)	X	
Doors/knobs/locks (Exterior)	X	
Doors/knobs/locks (Interior)**		X
Electrical Wiring/Receptacles/Covers/Light Switches (Interior and Exterior for Concessionaire Use)		X
Electrical Panels	X	
Elevator	X	
Fence Under Camp Store		X
Fire Extinguishers		X
Fire Suppression Systems		X
Flooring		X
Foundation Maintenance and Repairs	X	
Grease Traps/ Grease Collecting Systems		X
Grounds Maintenance	X	
Gutters	X	
HVAC Maintenance (Including Filter Replacement)		X
HVAC System Repair / Replacement (Interior and Exterior Components)		X
Landscaping	X	
Light Fixtures and Light Bulbs (Interior)		X
Light Fixtures and Light Bulbs (Exterior)	X	
Painting (Exterior)	X	
Painting (Interior)**		X
Pest Control**		X
Plumbing Repair		X
Roof Repairs and Replacement	X	
Sewer Repair	X	
Smoke Alarms		X
Termite Treatment	X	
Thermostats		X
Walls, Exterior	X	
Walls, Interior		X

Wash Tubs/ Mop Sinks		X
Water Damage Attributed to Concessionaire Appliances (Interior or Exterior)		X
Window Cleaning/Repair		X
Window Replacement**		X
Responsibility- Restrooms specifically	County	Concessionaire
Clean the restrooms once per day minimum and monitor conditions throughout the day to ensure cleanliness		X
Deep clean the restrooms at least once monthly and as needed, including pressure washing		X
Provide all cleaning supplies		X
Supply and restock all consumables for the restroom, such as paper supplies and hand soap	X	
Remove trash		X
Pick up litter in the facilities		X
Clean up toilet overflow		X
Perform plumbing repairs such as toilet clogs, leaking faucets, etc.		X
Maintain, repair, or replace toilets, sinks, hand dryers, locks, light fixtures, etc.		X
Clean up/remove graffiti and vandalism in the building		X
Respond to calls for any emergency cleaning or repairs		X
Supply and change lightbulbs		X
Make electrical repairs		X
Install and maintain signs in both the men's and women's restrooms that direct patrons to contact the Concessionaire or Concessionaire's maintenance reporting tool in the event of an issue or complaint		X

**For purposes of this agreement, "interior" refers to anything contained within the building when all doors leading outside are closed. "Exterior" refers to anything outside of that. For example, the area inside the rolling door at the North Beach Snack Bar is considered interior even though the area is exposed to the outside air when the rolling door is open during business hours.*

***Must be requested in writing and submitted to the County for approval.*

Responsibility for Utilities at Licensed Facilities

Utility	County	Concessionaire
Electric for listed meters or any other meters assigned to concessionaire-licensed facilities: <ul style="list-style-type: none"> • 1036763- Camp Store • 1036805- Gulf Pier Bait Shop • 1045820- North Beach Snack Bar • 354294531- Gift Shop • 354294532- Gift Shop 		X
Electric- Additional monthly fee for electricity used by laundry services: \$15 per set of washer and dryer as defined in Section 6(i)(i).		X
Water	X	
Garbage- \$235 paid to County monthly for garbage. County pays \$47 per can; the Concessionaire fee accounts for 5 cans.		X
Recycling		X
Telephone/ Wi-Fi and associated cables		X
Cable		X
Sewer	X	

Responsibility for Appliances at Licensed Facilities

Utility	County	Concessionaire
Dishwashers		X
Fire Suppression Systems		X
Freezers		X
Garbage Disposals		X
Water Heaters (Water heaters are provided by the County in some locations; the same or comparable units must remain the property of the County upon the end of the agreement term)		X
Ice machines		X
Refrigerators		X
Stoves/Ovens		X
Vent Hoods		X
Washers/Dryers		X
Wi-Fi Router in the Camp Store	X	

Exhibit H:

Bathroom Maintenance Standard Operating Procedures

Daily Procedures:

Morning

- Enter restroom, visually inspect, and pick up any trash or debris. (ONLY toilet paper in toilets, all other products in trash can)
- Utilizing a broom, sweep any loose sand, dirt, or natural organic debris, such as leaves, that is on the floor. Throw away.
 - Pertaining to any biohazard present on the floor or in restroom (i.e., blood, vomit, feces, urine, etc.) ensure that disinfectant solution is used to thoroughly clean the affected area.
 - Inspect floor for any grease or oily substances and use degreaser as necessary.
- Clean sinks: Wipe down and spray with mold and mildew remover spray.
- Clean toilets: Utilizing a toilet scrub brush, scrub all toilets thoroughly with disinfectant solution. Make sure to clean the bowl and both sides of the seat.
- Clean Urinals: Utilizing a toilet scrub brush, scrub all urinals thoroughly with disinfectant solution. Apply mold and mildew remover spray to handles.
 - Restock urinal pucks in urinals as necessary.
- Clean bathroom mirrors with glass cleaning solution.
- Clean walls and remove graffiti as necessary.
- Ensure the functionality of all appliances inside of the restroom (i.e., toilets, toilet paper dispensers, sinks, soap dispensers, hand dryers, etc.).
- Check to ensure that toilet paper dispensers are fully stocked. Restock as necessary.
- Check to ensure that soap dispensers are stocked. Restock as necessary.
- Check garbage cans and dispose of trash/replace with new bag.
- Mop floors.
- Inspect exterior surrounding of restroom for debris. Dispose of properly.

Afternoon

- Porter bathroom and pick up any trash or debris.
- Restock bathroom supplies as necessary.
- Maintain general cleanliness of restroom throughout the day.

Exhibit I:
Requirements During Transition to a New Contractor

- 1) **General:** The County and the Contractor hereby agree that, in the event of the expiration or termination of this Concession License Agreement for any reason (hereinafter “Termination” for purposes of this exhibit) and the Contractor is not to continue the operations authorized under this Agreement after the Termination Date, the County and the Contractor in good faith will fully cooperate with one another and with the new contractor or contractors selected by the County to continue such operations (“New Contractor” for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Park visitors and minimize transition expenses.
- 2) **Cooperation Prior to the Termination Date:** At such time as the County may notify the Contractor that it will not continue its operations upon the Termination of this Contract, the Contractor, notwithstanding such notification, shall undertake the following tasks:
 - a. **Continue Operations:** The Contractor shall continue to provide visitor services and otherwise comply with the terms of the Agreement in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously with a view to maintaining customer satisfaction.
 - b. **Continue Bookings**
 - i. The Contractor shall continue to accept all future bookings for any lodging facilities, other facilities, and services for which advance reservations are taken. The Contractor shall not divert any bookings to other facilities managed or owned by the Contractor or any affiliate of the Contractor. The Contractor shall notify all guests with bookings for any period after the Termination Date that the New Contractor will operate the facilities and services.
 - ii. Promptly following notification to the Contractor by the County of the selection of the New Contractor, the Contractor shall provide the New Contractor with a copy of Contractor’s reservation log for visitor services as of the last day of the month prior to the selection of the New Contractor. The Contractor thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest’s address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

- c. **Designating a Point of Contact and Other Actions**
- i. The Contractor shall designate one of the Contractor's executives as the point of contact for communications between the Contractor and the New Contractor.
 - ii. The Contractor shall provide the New Contractor with access to all Concession Facilities, including "back-of-house areas". The Contractor also shall provide the New Contractor copies of the keys to all Concession Facilities.
 - iii. The Contractor shall provide the County and the New Contractor full access to the books and records, licenses, and all other materials pertaining to all Concession Facilities and the Contractor's operations in general.
 - iv. The Contractor shall provide the County and the New Contractor with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply contracts, including contracts for on-order merchandise (collectively "contracts"), and copies of all liquor licenses and other licenses and permits (collectively "licenses").
 - v. The Contractor shall allow the New Contractor to solicit and interview for employment all of the Contractor's salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Contractor.
 - vi. The Contractor shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Contractor.
- d. **Financial Reports:** Within 30 days after receipt of the notification of the selection of the New Contractor, The Contractor shall provide the New Contractor and the County with a financial report with respect to the operation of the Concession Facilities and the Contractor's operations in general as of the last day of the month prior to receipt of such notification. The Contractor, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Concession Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.
- e. **Personal Property List:** The Contractor shall provide the New Contractor and the County with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Contractor in connection with its operations under the Agreement (including a list of such items that are on order). The Contractor must provide the list to the New Contractor within 30 days following receipt of the notification of the selection of the New Contractor. The Contractor, thereafter, shall update the list on a monthly basis.

The Contractor shall designate those items that the Contractor believes are essential to maintaining the continuity of operations or the special character of the concession operations. The Contractor shall assist the New Contractor in reviewing and validating the list.

- f. **Other Information and Reports:** The Contractor shall provide the New Contractor and the County with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Contractor's operations for the period of one year prior to notification of the selection of the New Contractor. The Contractor must also provide complete information on the following to the New Contractor: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Contractor must provide all such information within 30 days after receipt of notification of the selection of the New Contractor and update the information periodically (but no less frequently than 30 days) until the Termination Date.
 - g. **Other Cooperation:** The Contractor shall provide the County and the New Contractor with such other cooperation as reasonably may be requested.
- 3) **Cooperation Upon the Termination Date:** Upon the Termination Date, the Contractor shall undertake the following activities:
- a. **Transfer of Contracts and Licenses:** The Contractor shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Contractor that the New Contractor elects to assume.
 - b. **Reservation Systems:** The Contractor shall cooperate with the transfer of reservation information by:
 - i. Providing the New Contractor with an update of the reservation log through the Termination Date;
 - ii. Disconnecting its operations from the Contractor's centralized reservation system, if any; and
 - iii. Assisting the New Contractor in transitioning to the New Contractor's reservation system.
 - c. **Fees and Payments:** No later than 10 days after the Termination Date, the Contractor shall provide the County with an itemized statement of all fees and payments due to the County under the terms of the Agreement as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees, and charges. The Contractor, within 10 days of its delivery to the County of this itemized statement, shall pay such fees and payments to the County. The Contractor and the County acknowledge that adjustments may be required because of information that was not available at the time of the statement.

- d. **Access to Records:** The Contractor shall make available to the County for the County's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Contractor's possession or control that in the opinion of the County are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Agreement to the contrary.
- e. **Removal of Marks:** The Contractor shall remove (with no compensation to Contractor) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Contractor within 30 days after Termination.
- f. **Other Cooperation:** The Contractor shall provide the County and the New Contractor with such other cooperation as reasonably may be requested.

Exhibit J:
PINELLAS COUNTY PARKS & CONSERVATION RESOURCES
WHITELIST PARKING FORM

Use this form to request to add or change vehicle license plate information on the PCR Whitelist.

Business Name: _____

Employee Name: _____

Start Date: _____ End Date if applicable: _____

Work Location: _____

Note to Concessionaire: This information will be uploaded and valid only for the park designated to the vendor/concessionaire applying for the whitelist. Please allow three (3) business days for processing before license plate will be added to the whitelist database. It is the responsibility of the owner to pay for parking until receipt of email confirmation that whitelist registration is valid.

Vehicle License Plate Information: Maximum of two (2) license plate numbers per employee.

License Plate #1 Number: _____ License Plate #1 State: _____

License Plate #2 Number: _____ License Plate #2 State: _____

Terms and Conditions:

- Whitelist parking is valid during scheduled work hours only, and not intended for personal or recreational use.
- Parking is valid only while park is open to the public.
- Each employee may list a maximum of two (2) vehicles on the whitelist, and parking fees for vehicles not listed are the responsibility of the vehicle owner.
- It is the responsibility of the Concessionaire to ensure that their employees and/or subcontractors adhere to the whitelist parking policies and are required to address employees if any misuse is identified by PCR.
- Updates or changes in vehicle plate information must be emailed to the County at PCRfinance@pinellas.gov. Please allow 3 business days for processing.
- Owners shall not leave vehicles in the park after hours without prior written approval by the PCR Contract Specialist, who can be reached at PCRcontracts@pinellas.gov.
- Violation of any Terms and Conditions will result in immediate revocation of whitelist parking privileges.

Manager Signature: _____

Employee Signature: _____

This form must be signed and submitted to PCRfinance@pinellas.gov before the vehicle license plates can be added to the whitelist.